

InsightsPRO Terms and Conditions of Use

Offered by MattsenKumar

1. Your Acceptance

Thank you for choosing to use MattsenKumar's online application suite (**Service**), which includes the InsightsPRO application.

This agreement (**Agreement**) is between MattsenKumar Pvt Ltd. (**MattsenKumar, "us," "we," or "our"**) and the person or entity agreeing to these terms (**you**). If you are agreeing to this Agreement not as an individual but on behalf of your company, then "you" means your company, and you are binding your company to this Agreement.

By using or accessing the Service or clicking on the "I agree" button that is presented to you at the time of submitting your Order (refer to Section (**Account Registration**)), you agree to these terms and conditions of use (**Terms**).

If you do not agree with these Terms, do not click the "I agree" button, stop using, and uninstall the Service immediately.

2. Scope

These Terms govern your use of the Services as well as any technology you download from us that references these Terms. These Terms include the [Privacy Policy](#), [Acceptable Use Policy](#), [Site Terms and Conditions](#), any Orders and any other references to MattsenKumar policies and attachments posted at [MattsenKumar.com](#) and/or [insightspro.io](#) (**Site**) from time to time as though those policies were included in these Terms. If any of the provisions of any applicable MattsenKumar policy conflict with these Terms, these Terms have priority, solely to the extent such Terms apply to the Service.

If you also use any of our other services, the separate terms and conditions that apply to those services will apply to you in addition to these Terms, which will continue to apply to your use of the Service.

3. No Charge Services

We may offer certain Services to you at no charge, including free accounts, trial use, and access to pre-release and beta products (**No-Charge Services**). Your use of No-Charge Services is subject to any additional terms that we specify and is only permitted for the period designated by us. We may terminate your right to use No-Charge Services at any time and for any reason in our sole discretion, without liability to you. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Services, including any support and maintenance, warranty, and indemnity obligations.

4. Subscription Service

Subject to these Terms, MattsenKumar shall make the Service available to users nominated by you (**End Users**) on a compatible computer, mobile telephone or handheld device (**Device**) owned or controlled by you or our End Users, solely for your internal business operations. All End Users must establish a named account on MattsenKumar Platform (**End User Account**). You may request an End User Account by: (I) notifying us in writing; or (ii) ordering End User Accounts via the Site.

The Terms of this Agreement shall also apply to any updates and upgrades subsequently provided by MattsenKumar to you for the Service. MattsenKumar shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.

Unless permitted by law or as otherwise expressly permitted in these Terms, you must not (nor may you authorize any third person to): (I) rent, lease, distribute, license, sublicense, sell, transfer, assign, distribute or otherwise provide access to the Service to a third party; (iii) reproduce, modify, adapt, create derivative works of, the Service; (iv) reverse engineer, disassemble, decompile, transfer, exchange or translate the Service or otherwise seek to obtain or derive the source code or API; (iv) remove or tamper with any disclaimers or other legal notices; (v) combine the whole or any part of the Service with any other software, data or material; (vi) store or use any part of the data you do not own in an archival database or other searchable database. You must promptly notify us in writing of any breach of these conditions of use.

5. Intellectual Property Rights

You agree that all intellectual property of any sort in or associated with the Service, including all code, libraries, programs, software, documentation, content, databases, systems, logos and trademarks are owned either directly by us or by our licensors. You are not authorized to use any of our intellectual property except as is expressly allowed under these Terms.

Subject to these Terms, you may modify a template, training course or incident workflow in the Service for the purposes of developing customizations and additional features of a template, training course or incident workflow. Any such modifications constitute "Your Modifications". You may use Your Modifications solely with respect to your own instances in support of your permitted use of the Service but you may not distribute Your Modifications to any third party. Notwithstanding anything in these Terms to the contrary, MattsenKumar has no support, guarantee, indemnification or other obligation or liability with respect to Your Modifications or their combination, interaction or use with our Services. You must indemnify, defend and hold us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim brought against us by a third party relating to Your Modifications (including but not limited to any representations or warranties you make about Your Modifications or the Service) or your breach of this Section. This indemnification obligation is subject to your receiving (I) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonably necessary cooperation of MattsenKumar at your expense.

We will defend you against any claim brought against you by a third party alleging that the Services, when used as authorized under this Agreement, infringe a third parties' intellectual property rights (a "Claim"), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by us, arising out of a Claim, provided that we have received from you: (a) prompt written notice of the Claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the Claim, including providing us a copy of the Claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim. If your use of a Service is

(or in our opinion is likely to be) materially reduced, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our sole discretion: (I) procure a license for your continued use of the Services in accordance with this Agreement; (ii) substitute a substantially functionally similar Service; or (iii) terminate your right to continue using the Service and refund any prepaid amounts for the terminated portion of the Service. Our indemnification obligations above do not apply: (1) if the Service is modified by any party other than us, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is used in combination with any non-MattsenKumar product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (3) to unauthorized use of the Services; (4) to any Claim arising as a result of (I) Your Modifications or (ii) any third-party deliverables or components contained with the Services; or (5) if you settle or make any admissions with respect to a Claim without our prior written consent.

6. Data Protection

This Section shall only apply if and to the extent that: (I) the EU General Data Protection Regulation 2016/679 ("GDPR"); and/or (ii) the laws of other states and territories that create and regulate substantially similar concepts and legal principles as are contained in the GDPR apply to any of the data with which you use the Service and/or No Charge Services. If this Section applies, the provisions of Appendix 1 (Data Protection Compliance) and Appendix 2 (Data Processing Agreement) shall apply.

7. Account Registration

You may need to register for an account in order to access or receive any Services. Any registration information that you provide to us must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts.

To activate the Service you must either:

- complete the online order page (**Online Order**) located on the Site which contains details of: (I) the Services being ordered; (ii) the applicable fees (**Fees**); (iii) number of paid End User Accounts that will form part of your organization (**Seats**); (iv) the term of the Agreement (**Term**); (v) the applicable form of payment; and (v) your domain names; or
- execute a quote or order form (**Quote/Order Form**) provided by MattsenKumar which specifies:
 - the Services;
 - the Seats;
 - the Term; and
 - The Fees.

All of which are subject to this Agreement.

Unless the parties agree otherwise in writing, any new Seats purchased during any Term will have a prorated term ending on the last day of that Term.

8. Term and Renewal

Services are provided on a subscription basis for a set Term as specified in your Order. Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Term (and you will be charged at the then-current rates) unless you cancel your subscription in writing or through your account at the Site. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to refunds for amounts accrued or paid prior to such termination.

If MattsenKumar does not want the Services to renew, then it will provide you written notice to this effect. This notice of non-renewal will be effective upon the conclusion of the then current Term.

9. Billing and Payment

You agree to pay all Fees in accordance with your Online Order or Quote/Order Form. Unless otherwise specified in your Online Order or Quote/Order Form, you will pay all amounts in the offered currency (as updated from time to time) at the time you place your Online Order or Quote/Order Form. All amounts are non-refundable, non-cancellable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of the Service beyond the current agreed Term or any Service upgrades or feature enhancements. If you add End Users during your Term, we will charge you for the increased number of End Users pursuant to the then-currently applicable rates in your next billing cycle. You agree that we may bill your credit card for renewals, additional End Users, and unpaid fees, as applicable.

You must elect one of the following billing options when registering and placing an order for the Service:

- **Monthly Plan.** If you select this option, you will pay for the Services on a monthly basis. We will bill you: (I) Fees based upon the number of End User Accounts you are using. We will provide you with the monthly rate for the Services when you order the Service, and will use this rate to calculate the Fees, for your monthly charges.
- **Annual Plan.** If you select this option, you will pay for the Services on an annual basis. We will bill you: (I) Fees based upon the number of End User Accounts you are using. We will provide you with the annual rate for the Services when you order the Service, and will use this rate to calculate the Fees, for your annual charges.

Fees for Orders where you are paying with a credit card, debit card or other non-invoice form of payment are due the month prior to which you received the Services. For credit cards, or debit cards, as applicable: (I) we will charge you for all applicable Fees when due and (ii) these Fees are considered overdue after the end of the month during which you received the Services.

We may enable other forms of payment by making them available on the Site. These other forms of payment may be subject to additional terms, which you may have to accept prior using the additional forms of payment.

Overdue payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including legal or collection fees) incurred by us in collecting such delinquent amounts, except where such overdue amounts are due to our billing inaccuracies.

On the first login, the credit card details would be requested, which would be utilized for registration and automatic payments. This can be modified by users on the profile section and verified by our payment partners.

Once the invoice is due (Due on Receipt), there would be an automatic payment attempt on the same day by our payment partners. However, in case of any payment related issues, insufficient limit balance, or invalid card details there would be two other payment attempts on two subsequent days. During this time, the users can modify the card details or make a manual transaction on the payment gateway to avoid the suspension of the account.

In case of non-payments for three days of the automatic payment and automatic attempts, the InsightsPRO team reserves the right to automatically suspend, your use of the Service. During the suspension, the users would only have the access to profile section for downgrading or deactivate the account, user management, and payment page. The duration of this suspension will be until you pay all outstanding Fees.

If you have a monthly billing plan or an annual billing plan commitment, we will continue to charge you Fees during suspension for non-payment, and you must pay all outstanding Fees to resume use of the Services.

If you remain suspended for non-payment for more than thirty days, we may reserve the right to terminate this Agreement.

You are responsible for any duties, customs fees, or taxes (other than our income tax) associated with the sale of the Services, including any related penalties or interest (**Taxes**), and you will pay us for the Services without any reduction for Taxes. If we are obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by law to withhold any Taxes from payments to us, you must provide us with an official tax receipt or other appropriate documentation to support such payments.

You acknowledge that the terms of agreement with your respective telecommunications network provider (**Network Provider**) will continue to apply when using the Service. As a result, you may be charged by the Network Provider for access to network connection services for the duration of the connection while accessing the Service or any such third party charges as they may arise. You accept responsibility for any such charges that arise.

10. Your Obligations

You must use the Services in accordance with the *Acceptable Use Policy* and *Site Terms and Conditions* and any other *MattsenKumar policies* posted on the Site.

You may specify one or more administrators who will have password protected rights to access administrative account(s) for the purposes of administering the Services (**Admin Account(s)**) and to administer all End Users permitted to use the Service and who have established an End User Account. You are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Terms. You agree that our responsibilities do not extend to the internal management or administration of the Services for you and that we are merely a software provider.

Your administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. You will obtain and maintain all required consents from End Users to allow: (I) your access, monitoring, use and disclosure of this data and MattsenKumar providing you with the ability to do so and (ii) MattsenKumar to provide the Services.

You are responsible for responding to a request from a third party for records relating to an End User's use of the Services (**Third Party Requests**). Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure. We will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify you of the receipt of a Third Party Request; (b) comply with your reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide you with the information or tools required for you to respond

to the Third Party Request. You will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact us only if you cannot reasonably obtain such information.

11. Security

By using the Service, you acknowledge that it is your sole responsibility to ensure the confidentiality and security of any information transmitted from or stored on a Device for the purposes of the Service, for all transactions and other activities in the End User's name, whether authorized or unauthorized. You understand that use of the Service involves transmission of your data over networks that are not owned, operated or controlled by us, and we are not responsible for any of your data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

12. Sharing Content

When you use the Service, any data, templates, information, content, code, video, images or other materials of any type (**Materials**) you enter remains confidential to you unless you choose to share any Materials with MattsenKumar and/or other users.

When you choose to publicly share content, including Materials that you upload, submit or otherwise transmit to or through Service or the Site, or with us, including in [MattsenKumar Public Library](#):

- you warrant that the Materials have not been misappropriated from or breach the intellectual property rights of any other person and that you have the rights to use and provide the Materials and to grant the licenses contained in this Section;
- you grant to MattsenKumar and/or other users of our technologies a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable, license to use, publish, exercise the copyright and other intellectual property rights you have in the Materials. You agree that this license includes the right for us to provide, promote, and improve the Service and to make Materials submitted to or through the Service or the Site available to other companies, organizations or individuals who use the Service, with no compensation paid to you;
- You agree to allow us to store or re-format the Materials and display the Materials on the Site and in other materials in any way as we choose. We will only use personal information in accordance with our [Privacy Policy](#);
- you are responsible for ensuring that the Materials and their use, meaning, effect and placement is not:
 - unlawful, obscene, harmful, of bad taste, inappropriate and otherwise comply with the [Acceptable Use Policy](#);
 - false, misleading or inaccurate, or otherwise in contravention of the Competition and Consumer Act (Cth) 2010;
 - in breach of any applicable law;
 - confidential or infringes upon any third-party's intellectual property rights;
 - defamatory or offensive;
 - in breach of these Terms; or
 - infected with viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Service; and
- You indemnify MattsenKumar and/or other users against all legal fees, damages and other expenses that may be incurred by us and/or other users because of a breach by you of the above Terms. Without limiting any other remedies available, MattsenKumar has the unfettered right to remove, delete or modify any Materials that it considers inappropriate, at its absolute discretion, without consultation with you.

13. Downloading Materials

When downloading Materials, you are doing so at your own risk and understand that you are downloading content that has been developed by a third party, has not been validated in any way and is not specific to your requirements and should not be relied upon in any way. It is your responsibility to modify any Materials to suit your own specific requirements. Professional advice from a qualified person should be obtained in order to make the Materials specific for your intended use.

14. Privacy Policy

Any information you supply to us when using the Service will be collected and used by us in accordance with our *Privacy Policy (on the Site)*. We will present our Privacy Policy to you and to others who may download Materials. To the extent that we are presenting the Privacy Policy in accordance with the EU General Data Protection Regulation 2016/679 ("**GDPR**"), we will do so as set out in Appendix 1 (Data Protection Compliance).

15. Disclaimer, Limitation on Liability and Indemnity

Except as expressly stated in this Agreement, we do not make any representation or warranty (express or implied) in respect of the Services, any Materials or any other goods or services provided by MattsenKumar to you, including, without limitation, any implied warranty: (I) of merchantability; (ii) of fitness for a particular purpose; (iii) arising from a course of performance, course of dealing, or usage of trade; (iv) of non-infringement of third party rights; or (v) against hidden defects. The Service any Materials are provided on an "as is", "with all faults" and "as available" basis and without any further warranties of any kind. We make no warranty that operation of the Service or any Materials will be uninterrupted or error free or that all defects will be corrected.

Without limiting the above, you acknowledge that:

- you are using the Service at your own risk;
- the Service is not a substitute for professional advice;
- you are solely responsible for the use of the Service and agree that any safety audits, training courses or incidents conducted using the Service are only part of establishing a safe system of work, which would typically require you to undertake additional and comprehensive gap analysis and risk assessments along with specific safe work method statements and safety training; and
- You have not relied on any representation in ordering the Service or any goods and services from us.

To the maximum extent permitted by law, we exclude completely all liability whatsoever for any claims, liability, loss or damage of any kind however caused (including negligence) arising out of or in connection with any goods or services provided by us including the Service and its access, use or performance, including, without limitation, we are not liable for: (a) misuse of the Service or any Materials; (b) use of the Service or any Materials with third party data, software or hardware which is incompatible with the Service and/or not recommended by us; (c) reduced performance or non-availability of the Service or any Materials as a result of network connections; or (d) errors in the Service or any Materials resulting from your configuration or manipulation of the Service or any Materials, in each case not specifically recommended in writing by us.

Under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which result from any use, or any inability to use, the Service or any Materials.

To the maximum extent permitted by law, our liability for breach of any implied warranty or condition, which cannot be excluded, is limited at our option to supply of the good or service ordered by you again or paying for their resupply.

Notwithstanding the above, to the maximum extent permitted by law, in no event shall our aggregate liability for any claims arising out of or related to these Terms exceed the amount that you paid, if any, to us for access to or use of the Service during the twelve (12) months immediately prior to the event giving rise to such liability.

You agree to indemnify MattsenKumar and its related parties, officers, agents and employees (Indemnified Parties) in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including legal expenses (on a full indemnity basis) arising from or relating to: (I) your use of the Service or any Materials; (ii) a breach of these Terms by you; and (iii) your breach of any applicable law.

16. Termination and Suspension

This Agreement is in effect for the Term, unless sooner terminated as permitted in these Terms. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of these Terms and does not cure the breach within thirty (30) days after written notice of the breach, or if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations.

We may terminate this Agreement before the expiration of the Term if you are in material breach of these Terms more than two times during the Term notwithstanding any cure of such breaches or if you remain suspended at any time for non-payment of Fees for more than thirty days.

You may terminate this Agreement at any time with notice to MattsenKumar, but you will not be entitled to any refunds because of convenience termination for prepaid but unused Services or subscription Fees.

Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise.

Except as set forth in this Section, once the Agreement terminates, then: (I) the rights and licenses granted by MattsenKumar to you will cease immediately (except as set forth in this Section); (ii) you (and your End Users) must cease all use of the Service and any third party Materials; (iii) you must pay to us any and all outstanding Fees for the Term; (iv) you are required to delete the Service and any third party Materials made available to you under this Agreement, including any MattsenKumar confidential information from your systems as applicable (including any third party systems operated on your behalf) and, if requested by us, provide written certification to us that you have done so at our request; and (v) you undertake not to attempt to access the Service or any data stored in the Service, any third party Materials or the Site after the date of termination.

After termination MattsenKumar will provide you access to, the data, including email, provided, generated, transmitted or displayed via the Services by you or End Users (**Customer Data**) for a commercially reasonable period at our then-current rates for the applicable Services. After a commercially reasonable period, we will delete Customer Data by removing pointers to it on our active and replication servers and overwriting it over time.

If we become aware of a breach by you of these Terms, then we may specifically request that you suspend the applicable End User Account. If you fail to comply with our request to suspend an account, then we may do so. The duration of any suspension by us will be until the applicable End User has cured the breach, which caused the suspension.

17. Survival

The following provisions will survive any termination or expiration of this Agreement: Sections 5 (Intellectual Property Rights), 9 (Billing and Payment), 13 (Sharing Content), 15 (Privacy Policy), 16 (Disclaimer, limitation on liability and indemnity), 17 (Termination and suspension), 20 (General) and any other Sections which by intent or meaning have validity beyond termination or expiration of this Agreement.

18. Amendments

We may update or modify these Terms from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, posting on our Site, through your account, or in the Service itself). If we modify these Terms during the Term, the modified version will be effective upon your next renewal of the Term, as applicable. In this case, if you object to the updated Terms, as your exclusive remedy, you may choose not to renew, including cancelling any Terms set to auto-renew.

With respect to No-Charge Services, accepting the updated Terms is required for you to continue using the No-Charge Services. You may be required to click through the updated Terms to show your acceptance. If you do not agree to the updated Terms after it becomes effective, you will no longer have a right to use No-Charge Services. For the avoidance of doubt, any Order is subject to the version of the Terms in effect at the time of the Order.

19. General

The laws of India govern these Terms and the parties agree to submit to the exclusive jurisdiction of the courts in New Delhi, India.

If any provision of these Terms is held to be invalid, illegal, or unenforceable that provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable and the remainder of the Terms shall be construed in a manner as to give greatest effect to the original intention of these Terms.

The waiver of any right or failure of either of us to exercise in any respect any right provided in these Terms in any instance shall not be deemed a waiver of such right in the future or a waiver of any right under these Terms.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the party's reasonable control (**Force Majeure**).

Your use of any website or software that is not provided by us to access or download the Service shall be governed by the terms and conditions applicable to that website or software. We are not responsible for any consequences resulting from the use of such website or software, including but not limited to any damage to your property, including your Device or the transfer of any computer virus or similar malicious code, except to the extent the Service causes such consequences.

Any notices to you may either be posted on the Site or given in writing (which may be by email) to the address last notified by you to MattsenKumar. Any notices to MattsenKumar, and any questions, concerns or complaints relating to the Service shall be in writing and addressed to Enquiry Officer, MattsenKumar Pvt Ltd, on given by email to: info@MattsenKumar.com.

You agree to use your best endeavors to resolve any dispute arising out of or relating to these Terms, with us, prior to resorting to any external dispute resolution process. Please notify us in writing of any dispute you may have.

This Agreement, and any rights and licenses granted hereunder, must not be transferred or assigned by you without our prior express written consent. We may, without restriction, assign this Agreement and our rights and delegate our obligations hereunder to: (I) any of our affiliates or subsidiaries, or (ii) a third party participating in a merger, acquisition, sale of shares or assets, change of control, corporate reorganization or similar transaction in which MattsenKumar is participating.

In respect of the subject matter of the Terms, these Terms contain the entire understanding between the parties. Any previous oral and written communications, representations, warranties or commitments are superseded by the Terms and do not affect the interpretation or meaning of the Terms and each of the parties has relied entirely on its own enquiries before entering into the Terms.

Appendix 1 (Data Protection Compliance)

In this Appendix and in Appendix 2 (Data Processing Agreement):

Data Protection Laws means the EU Data Protection Laws and the laws of other states and territories that create and regulate substantially similar concepts and legal principles as are contained in the EU Data Protection Laws in relation to the processing of personal data and sensitive personal data.

EU Data Protection Laws means, up to and including 24 May 2018, any legislation in force from time to time which implements the EU Directive 95/46/EC and relevant national implementations of the same and, with effect on and from 25 May 2018, means the GDPR and any relevant national implementations of the same;

personal data, sensitive personal data, consent, controller, processor, data subject and processing mean those concepts, roles and activities as defined in the applicable EU Data Protection Laws and on and from 25 May 2018 **sensitive personal data** means those classes of personal data that are described in Article 9 of the European General Data Protection Regulation 2016/679) or, where relevant, equivalent concepts, roles and activities as described in other Data Protection Laws.

We are the controller in respect of personal data and sensitive personal data, such as account registration details, which we collect directly from users of the Services (**End Users**), and users of No-Charge Services, and which we use for the purposes of our business.

You are the controller and we are the processor in respect of any other personal data and sensitive personal data (including within Your Modifications) that is uploaded by End Users and/or users of No-Charge Services including data, templates, information, content, code, video, images or other material of any type (**Materials**), or which is provided by your administrators (see Section 10 above).

On and from 25 May 2018, to the extent that the Services and/or Non-Charge Services comprise the processing of personal data or sensitive personal data where we are the processor and you are the controller and the processing of personal data or sensitive personal data is subject to the GDPR:

- you will comply with the requirements of the GDPR as the same apply to you as controller of the personal data or sensitive personal data; and
- the provisions of Appendix 2 (Data Processing Agreement) to these Terms shall apply. We will present our Privacy Policy to you and to others who may download Materials where we are a controller. To the extent that we do not have direct contact with End Users or the relevant data subjects, for example, where personal data or sensitive personal data is uploaded relating to your employees or customers, and where we are a processor and not a controller, it is your responsibility to ensure that in accordance with Article 13 of the GDPR:
- There is a lawful basis for the collection and processing of personal data and/or sensitive personal data; and
- You present our Privacy Policy to those End Users and other data subjects, as required

Appendix 2 (Data Processing Agreement)

The provisions of this Appendix (**Data Processing Agreement**) form part of the Agreement to the extent that Section 6 of the Agreement applies.

MattsenKumar shall:

- process personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by European Union or the national law of an EU member state to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Implement appropriate organizational and technical measures as required pursuant to Article 32 (security of processing) of the EU General Data Protection Regulation 2016/679. The measures that we consider appropriate are more fully described in MattsenKumar's Architecture and Security document (a copy of which is available on request). This document outlines:
- our architecture and infrastructure through which Services and No-Charge Services are provided;
- security controls employed by us and our service providers in protecting personal and/or sensitive personal data; and
- Security controls employed by our support channels, which handle personal data or sensitive personal data.
- respect the conditions for engaging another processor referred to in paragraphs 2 and 4 of Article 28 (processor) of the EU General Data Protection Regulation 2016/679;
- taking into account the nature of the processing, assist the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EU General Data Protection Regulation 2016/679;
- assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the EU General Data Protection Regulation 2016/679 taking into account the nature of the processing and the information available to the processor;
- at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing

copies unless EU law or the national law of an EU member state or another applicable law, including any Indian state or Commonwealth law to which the processor is subject requires storage of the personal data;

- make available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 (processor) of the EU General Data Protection Regulation 2016/679 and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controller's cost).

Privacy Policy

There are many different ways you can use our services - to share information, to communicate with other people, or to create new content.

When you share information with us, for example by creating an account with us, we can make those services even better - to help you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we are using information and the ways in which you can protect your privacy.

Where the General Data Protection Regulation 2016/679 ("GDPR") or the California Consumer Privacy Act ("CCPA") covers our processing of your information, the sections of this Privacy Policy in Appendix 1 – Your Rights - apply to you.

Our Privacy Policy explains:

- What information we collect and why we collect it.
 - How we use that information.
 - The choices we offer, including how to access and update information.
- We've tried to keep it as simple as possible, but if you're not familiar with terms like cookies, IP addresses and browsers, then read about these key terms first. Your privacy matters to us; whether you are new to MattsenKumar or a long-time customer, please do take the time to get to know our practices - and if you have any questions, contact us.

Transparency and choice

People have different privacy concerns. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how it is used and control whom you share information with. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when we are setting a cookie. However, it is important to remember that many of our services may not function properly if your cookies are disabled. For example, you may not be able to login to MattsenKumar or utilize other services.

Information we collect

We collect information to provide better services to all of our users - from figuring out basic stuff like which language you speak, to more complex things like what content of ours matters most to you.

We collect information in the following ways:

- Information you give us. We collect information about you and your company as you register for an account with us, create or modify your profile, use, access, or interact with our services or our websites (including but not limited to when you upload, download, collaborate on or share content, including photos and videos) Such content includes any personal information or other sensitive information that you choose to include. For example, many of our services require you to sign up for an account with us. When you do, we will ask for personal information, like your name, email address, telephone number or credit card. We may present your name, email address or image to

other users in your organization, or otherwise associated with your account in order to assist in sharing or recommendations.

- Information we get from your use of our services. We may collect information about the services that you use and how you use them, like when you visit a website that uses our services or you view and interact with our content. This information includes:
 - **Device information** - We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number). We may associate your device identifiers or phone number with your account.
 - **Log information** - When you use our services or view content provided by us, we may automatically collect and store certain information in server logs. This may include:
 - details of how you used our service, such as your search queries;
 - telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls;
 - Internet Protocol address;
 - device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL; and
 - Cookies that may uniquely identify your browser or your account.
 - **Location information** - When you use a location-enabled MattsenKumar service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may also use various technologies to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.
 - **Unique application numbers** - Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to us when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.
 - **Local storage** - We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.
 - **Cookies and anonymous identifiers** - We use various technologies to collect and store information when you visit our services, and this may include sending one or more cookies or anonymous identifiers to your device. We also use cookies and anonymous identifiers when you interact with services we offer to our partners, such as advertising services or MattsenKumar features that may appear on other sites.

How we use information we collect

We may use the information we collect, including your personal information and transaction information, from all of our services in any one or more of the locations that MattsenKumar has operations or otherwise conducts business (these locations currently being India, Australia, the United States, the United Kingdom and the Philippines) for the following purposes:

- for internal and service-related purposes, such as to provide, maintain, protect, improve, and personalize our services, to develop new ones and to protect the rights, property, or safety of MattsenKumar and our users;
- to communicate with you in order to provide you with information we think may be useful or relevant to you;
- to promote our services and related services;

- to analyze information in order to offer aggregated anonymized data products to third parties;
- To facilitate the sharing of aggregated and anonymized information with third parties, including transaction data. An example of anonymized information would be the number of times a template is used or location data , which may be used by those third parties to inform judgements about the organization using the software, but not about any individuals whose data is processed using the software;
- to enforce the Privacy Policy and our terms and conditions for use of our services and websites;
- to monitor and analyze trends, usage, and activities in connection with our services and for marketing or advertising purposes or to offer you tailored content;
- to investigate and prevent fraudulent transactions, unauthorized access to or use of our services, and other illegal or unusual activities;
- To use the name you provide for your MattsenKumar profile across all of the services we offer that require a MattsenKumar account. In addition, we may replace past names associated with your MattsenKumar account so that you are represented consistently across all our services. If other users already have your email, or other information that identifies you, we may show them your publicly visible MattsenKumar profile information, such as your name and photo;
- When you contact us, to keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements;
- from cookies and other technologies, to improve your user experience and the overall quality of our services;
- to combine information from one service, including personal information, into other MattsenKumar services - for example to make it easier to share things with people you know;
- As otherwise stated in this Privacy Policy.

To use the information we collect, we may require our systems to access, screen capture, store, video and/or scan your information. Where appropriate or required by data protection laws, we will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Retention of Personal Data

We will retain your personal information for the time necessary to provide the services we perform for you, or to achieve other purposes outlined in this Privacy Policy, and you can always request that we stop processing or delete your personal information.

We are required to keep some of your information periods under law. When we no longer require your information, we will ensure that your information is destroyed or de-identified.

We may need to retain certain personal information after we cease providing you with products or services to enforce our terms, for fraud prevention, to identify issue or resolve legal claims and/or for proper record keeping.

Disclosure of personal information outside India

MattsenKumar processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

We may disclose personal information outside of India to third parties as listed in Appendix 2 – Third Party Service Providers.

By providing us with personal information, you consent to the disclosure of your personal information to third parties who reside outside India. Where we disclose your personal information to third parties, we will take reasonable steps to ensure that any overseas recipient will deal with such information in a way that is consistent with the Indian and USA Privacy Principles.

Information you share

Many of our services let you share information with others. Remember that when you share information publicly, it may be index able by search engines. Our services provide you with different options on sharing and removing your content.

Information we share

We do not share personal information with companies, organizations and individuals outside of MattsenKumar unless one of the following circumstances apply:

- **With your consent,**
we will share personal information with companies, organizations or individuals outside of MattsenKumar when we have your consent to do so.
- **With account administrators**
if your account is managed for you by an organization administrator then your organization's administrator and resellers who provide user support to your organization will have access to your information (including your email and other data).
Your account administrator may be able to:
 - view statistics regarding your account;
 - change your account password;
 - suspend or terminate your account access;
 - access or retain information stored as part of your account;
 - receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request;
 - Restrict your ability to delete or edit information.

Please refer to your account administrator's privacy policy for more information.

- **With Third Party Service Providers**
We may disclose personal information to:
 - third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, and payment systems operators;
 - our existing or potential agents or business partners;
 - third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you.

Our current third-party service providers (as updated from time to time) are listed in Appendix 2.

- **To address fraud, security or technical issues**
we will share your personal information with trusted third parties where necessary to detect, prevent or otherwise address fraud, security or technical issues.
- **For legal reasons**
We may disclose your information if required by applicable law, regulation or as part of any actual or prospective legal process (including if reasonably necessary to enforce applicable Terms of Service or in order to establish, exercise or defend our legal rights).

If we receive a request from a regulatory body or law enforcement agency, and if permitted under GDPR, the CCPA and other laws, we may disclose certain information to such bodies or agencies.

- **Merger or acquisition**

if we merge with or are acquired by another business, we may share your personal information with the new owners of the business and their advisors. We will continue to ensure the confidentiality of any personal information and give affected users notice (for example, via a message to the email address associated with your account) before personal information is transferred or becomes subject to a different privacy policy. We may share aggregated, non-personally identifiable information publicly and with our partners - like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services. This could also include government bodies, industry groups, insurers and educational/training facilities.

Information security

We have put in place robust measures regarding the security of the information we collect and store about you (including with network and database security measures) and will use our reasonable endeavors to protect your personal data from unauthorized access to or unauthorized alteration, disclosure or destruction. In particular:

- We encrypt many of our services using Secure Sockets Layer (SSL) or Transport Layer Security (TLS).
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to our employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
- We have multiple authentication and access control measures to ensure data is only accessed by authorized personnel
- We enforce strong encryption of all data at rest through the use of the Advanced Encryption Standard (AES-256)

The transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our servers via third party networks; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

Application

Our Privacy Policy applies to all of the services offered by MattsenKumar and its affiliates, including services offered on other sites, but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include MattsenKumar services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services.

Enforcement

We regularly review our compliance with our Privacy Policy. We also adhere to several self-regulatory frameworks. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Restrict

You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

Access

You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information. In certain circumstances, as set out in the Privacy Act 1988 (Cth), we may refuse to provide you with personal information that we hold about you.

Correction

If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

Complaints

If you believe that we have breached the Indian Privacy Principles and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

Other Websites

Please note that clicking on links and banner advertisements on our websites can result in your browser accessing a third party website, where data privacy practices are different to that of MattsenKumar.

We are not responsible for, and have no control over, information that is submitted to or collected by these third parties and you should consult their privacy policies.

Changes

We may revise this Privacy Policy from time to time and will post the most current version on our website. If a revision meaningfully reduces your rights or involves a material change to our processing your personal information, we will notify you.

Contact

If you have any enquiries or if you would like to contact us about our processing of your personal information, please contact us by any of the methods below. When you contact us, we will ask you to verify your identity.

Contact name: Privacy Officer

Email: Info@Insightspro.com

Appendix 1 – Your Rights (a) GDPR

For the purpose of this Privacy Policy, the controller of personal data is MattsenKumar Pty Ltd or one of its subsidiaries ("MattsenKumar") and our contact details are set out in the Contact section above.

The Legal Basis for Processing your Information

Under GDPR, the main grounds that we rely upon in order to process personal data collected via our websites and services are the following:

- **Necessary for entering into, or performing, a contract** – in order to perform obligations that we undertake in providing a service to you, or in order to take steps at your request to enter into a contract with us, it will be necessary for us to process your personal data;
- **Necessary for compliance with a legal obligation** – we are subject to certain legal requirements which may require us to process your personal data. We may also be obliged by law to disclose your personal data to a regulatory body or law enforcement agency;
- **Necessary for the purposes of legitimate interests** - either we, or a third party, will need to process your personal data for the purposes of our (or a third party's) legitimate interests, provided we have established that those interests are not overridden by your rights and freedoms, including your right to have your personal data protected. Our legitimate interests include responding to requests and enquiries from you or a third party, optimizing our website, applications and customer experience, informing you about our products and services and ensuring that our operations are conducted in an appropriate and efficient manner;
- **Consent** – in some circumstances, we may ask for your consent to process your personal data in a particular way.

Third Party Service Providers

As mentioned above, we will share your personal information with trusted third parties where we have retained them to provide services that you or our clients have requested, and to perform maintenance or respond to technical incidents affecting our services. Our current third-party service providers are listed in Appendix 2.

Where we disclose personal information to third parties, we require minimum standards of confidentiality and data protection from such third parties.

Processing Outside of the European Economic Area ("EEA")

To the extent that any personal information is provided to third parties outside the EEA, or who will access the information from outside the EEA, we will ensure that approved safeguards are in place to ensure that we comply with GDPR, such as the standard contractual clauses approved by the European Commission or the EU/US Privacy Shield.

MattsenKumar processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live, including outside the EEA. The primary location of user data and data uploaded to our products is a datacenter in the U.S. operated by our third-party cloud-hosting provider, Amazon Web Services ("AWS"). AWS is a participant in the EU/US Privacy Shield, under which transfers of personal data to the U.S. are authorized.

Retention of Personal Data

We will retain your personal information for the time necessary to provide the services we perform for you, or to achieve other purposes outlined in this Privacy Policy, and you can always request that we stop processing or delete your personal information (see the section below regarding your rights).

Your rights in respect of information we hold about you

You have certain rights in relation to personal information we hold about you. Details of these rights and how to exercise them are set out below. We will require evidence of your identity before we are able to act on your request.

Right of Access

You have the right at any time to ask us for a copy of the personal information about you that we hold. Where we have good reason, and if the GDPR permits, we can refuse your request for a copy of your personal information, or certain elements of the request. If we refuse your request or any element of it, we will provide you with our reasons for doing so.

Right of Correction or Completion

If personal information we hold about you is not accurate, out of date or incomplete, you have a right to have the data rectified, updated or completed. You can let us know by contacting us at Info@Insightspro.com.

Right of Erasure

In certain circumstances, you have the right to request that personal information we hold about you is erased e.g. if the information is no longer necessary for the purposes for which it was collected or processed or our processing of the information is based on your consent and there are no other legal grounds on which we may process the information.

Right to object to or restrict processing

In certain circumstances, you have the right to object to our processing of your personal information by contacting us at Info@Insightspro.com. For example, if we are processing your information based on our legitimate interests and there are no compelling legitimate grounds for our processing which override your rights and interests. You also have the right to object to use of your personal information for direct marketing purposes.

You may also have the right to restrict our use of your personal information, such as in circumstances where you have challenged the accuracy of the information and during the period where we are verifying its accuracy.

Right of Data Portability

In certain instances, you have a right to receive any personal information that we hold about you in a structured, commonly used and machine-readable format. You can ask us to transmit that information to you or directly to a third party organization.

The above right exists only in respect of personal information that:

- you have provided to us previously; and
- Is processed by us using automated means.

While we are happy for such requests to be made, we are not able to guarantee technical compatibility with a third party organization's systems. We are also unable to comply with requests that relate to personal information of others without their consent.

You can exercise any of the above rights by contacting us using any of the methods in the Contact section above.

Most of the above rights are subject to limitations and exceptions. We will provide reasons if we are unable to comply with any request for the exercise of your rights.

To the extent that we are processing your personal information based on your consent, you have the right to withdraw your consent at any time. You can do this by contacting us using the details in the Contact section above.

Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. It is specifically regulated under GDPR where such decisions are taken which have legal or other significant effects on individuals. It is permitted in the following circumstances:

- Where it is necessary to enter into or perform our contract with you and appropriate measures are in place to safeguard your rights.
- In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated processing, unless we have a lawful basis for doing so, we have notified you and given you a right to challenge the decision or to require that a person take the decision.

Complaints

If you are unhappy about our use of your personal information, you can contact us using the details in the Contact section below. You are also entitled to lodge a complaint with the UK Information Commissioner's Office using any of the below contact methods:

Telephone: 0303 123 11113

Website: <https://ico.org.uk/concerns/>

If you live or work outside the UK or you have a complaint concerning our activities outside the UK, you may prefer to lodge a complaint with a different supervisory authority. A list of relevant authorities in the EEA and the European Free Trade Area can be [accessed here](#).

(b) California Consumer Privacy Act ("CCPA")

The CCPA grants California residents certain additional rights regarding the personal information that MattsenKumar may collect, disclose or sell. For purposes of this section, "Personal Information" means anything that identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular California consumer or household. We do not collect, use or sell Personal Information of children age 16 or under.

Individuals with disabilities may access this policy in an alternative format by sending an email to: Info@Insightspro.com.

Your Disclosure Rights

As provided in this Privacy Policy:

- Over the past 12 months, MattsenKumar has collected personal information from you as provided in the "Information we collect" section above.
- MattsenKumar may share your information with third parties as provided in the "Information we share" section above and Appendix 2.
- MattsenKumar does not sell (as such term is defined in the CCPA) the personal information that we may collect from you.

Requests

The CCPA also provides California residents with the right to request additional details about the personal information we collect (including how we use and disclose this information and whether it is sold) and, if necessary, the right to delete your personal information.

California residents may make a request pursuant to your rights under the CCPA by contacting us at Info@Insightspro.com. To ensure that the request is coming from you and to protect the security of your Personal Information, we will verify your request using 2 out

of the following 4 data points to verify your identify: (1) email address; (2) telephone number; (3) description of the product or service you purchased or inquired about, and (4) the security code from your credit card. If you are requesting to delete sensitive information, you must provide us with us with three out of the following four data points described above to verify your identity. Government identification may be required. We also commit to not discriminate against any California consumers because you exercise any of your rights. To read more about the CCPA please visit California Legislative Information.

Non-discrimination

You have the right to receive our products and services on equal terms regardless of whether or not you exercise your rights under the CCPA.

To read more about the CCPA please visit California Legislative Information.

Appendix 2 - Third Party Service Providers

Third Party	Purpose	Country
8x8	Voice over IP for customer support	USA
Amplitude	Internal review of product engagement	USA
Atlassian	Issue ticketing system and team collaboration site	USA
AWS Amazon	Data hosting	USA Ireland Australia
Braze	Customer relationship management	USA
Campaign Monitor	Email service provider	Australia
Chargify	Payment processing	USA
eWay	Payment processing	Australia
Fullstory	User Experience Research	USA
Google Cloud, G-Suite	Document management, Email, Analytics	USA
Intercom	Chat service for customer support	USA
Mailchimp	Email service provider	USA
Marketo	Marketing automation	Australia
Netsuite	Customer billing	USA

NiceReply	Customer satisfaction ratings collection	USA
Outreach	Customer relationship management	USA
Pipefy	Document template creation	USA
Salesforce	Customer relationship management	USA
Sendgrid	Email service provider	USA
Segment	Internal data analytics	USA
Shopify	Electronic commerce platform	Canada