

PRIVACY POLICY

Your privacy matters to Varadhi Tech Mobility Pvt Ltd (the “Company”, “we”, “Varadhi”, “us” or “our”).

This Privacy Policy (“Policy”) describes the policies and procedures on the collection, use, processing, storage, retrieval, disclosure, transfer, and protection of your information. This includes personal information, sensitive personal data, and background kinetic telemetry (collectively, “Information”) that Varadhi receives through your online access, interaction, or use of the Varadhi Club mobile application (“Varadhi App”), or our website located at <https://www.varadhiclub.com> (the website and Varadhi App are collectively referred to as the “Platform”), the background operation of the Varadhi Trust Score (VIBI) engine, or through your offline interaction with us (including mails, phones, and support tickets), or while availing our Services.

The terms “you” and “your” refer to a Pro (“defined below”), a Member (“defined below”), a VTS user (“defined below”), or any other verified corporate user accessing the Platform and/or availing the Services (“defined below”).

The term “Services” refers to any services offered by Varadhi—including active peer-to-peer (P2P) commute matching and passive VIBI data syndication—in accordance with the Terms and Conditions applicable to you (and available on the Platform), whether on the Platform or otherwise.

Capitalized terms not defined herein have the meaning assigned to them in the Varadhi Terms and Conditions applicable to you and available on the Platform.

Please read this Policy carefully before using the Platform, activating the VIBI ecosystem, or submitting any Information to us. This Policy is a part of and incorporated within, and is to be read along with, the Terms and Conditions applicable to the users of the Varadhi App available on the Platform.

This covers all the legal bases for data collection (including the background tracking for VIBI) and sets a highly professional tone.

1. USER ACCEPTANCE

By accessing or using the Varadhi Platform or the Services, you agree and consent to this Policy, along with any amendments made by Varadhi Tech Mobility Pvt Ltd (the “Company”) at its sole discretion and posted on the Platform from time to time.

Any collection, processing, retrieval, transfer, use, storage, disclosure, and protection of your Information will be in accordance with this Policy and applicable laws, including but not limited to the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, and the Digital Personal Data Protection (DPDP) Act, 2023 (as amended from time to time) (collectively, “Applicable Laws”).

By securing your account via our Corporate Firewall and activating the Varadhi Trust Score (VTS) features, you explicitly consent to the background telemetry and data syndication practices outlined in this Policy. If you do not agree with the Policy, please do not use or access the Platform.

You hereby represent to Varadhi that:

a. The Information you provide to Varadhi from time to time (including your official corporate email, physical asset documents, and geofence anchors) is and will be authentic, correct, current, and

updated, and you have all the rights, permissions, and consents as may be required to provide such Information to Varadhi.

b. Your providing of the Information, as well as Varadhi's consequent storage, collection, usage, transfer, access, or processing of such Information (including background VTS generation), will not be in violation of any agreement, corporate non-disclosure agreements, Applicable Laws, charter documents, judgments, orders, and decrees.

c. If you disclose to us any Information relating to other people (such as emergency contacts for the live SOS monitoring grid), you represent that you have the authority to do so and to permit us to use such Information in accordance with this Policy.

2. DEFINITIONS

Unless otherwise provided in this Policy, the terms capitalized in the Policy shall have the meaning as provided hereunder:

a. **"Co-branded Services"** shall have the meaning assigned to the term as detailed further below in this Policy.

b. **"Corporate Firewall"** shall mean the strict IT domain authentication system and 2-Step Verification Protocol required to access the Platform.

c. **"Device"** shall mean the computer, mobile, or other device used to access the Services.

d. **"Device Identifier"** shall mean the IP address, MAC address, or other unique hardware/software identifier of the Device.

e. **"Member"** shall mean the verified corporate user booking a commute on the Platform.

f. **"Pro"** shall mean the verified corporate user offering a commute on a private two-wheeler using the Platform.

g. **"Personal Information"** shall mean such categories of information that could reasonably be used to identify you personally, including but not limited to your name, official corporate e-mail address, mobile number, Government IDs, and uploaded vehicle registration documents.

h. **"Promotion"** shall mean any contest, V-Minute onboarding bonus, and other promotions offered by us.

i. **"TPSP"** shall mean a third-party service provider (such as payment gateways, maps APIs, or background verification agencies).

j. **"Usage Information"** shall have the meaning assigned to the term as detailed further below in this Policy.

k. **"V-Lifes"** shall mean the internal platform tokens generated by Users through ecosystem engagement (such as completed commutes or Trust Score progression) representing their Annual Success Share or stakeholder equity pool distribution.

l. **"V-Minutes"** shall mean the internal algorithmic time-currency used for the Platform's commute economy.

m. **"VIBI" / "Varadhi Trust Score (VTS)"** shall mean Verified Identity & Behavioural Intelligence; our proprietary trust metric generated via commute consistency and kinetic telemetry.

n. **"VTS User"** shall mean the verified corporate user operating the application in passive mode, utilizing background telemetry strictly to generate and build their Varadhi Trust Score (VTS) without actively participating in peer-to-peer commutes.

3. WHAT INFORMATION DO WE COLLECT?

I. INFORMATION YOU PROVIDE TO US

a. **Personal Information:** We may ask you to provide certain Personal Information to us. We may collect this information through various means and in various places for the provision of Services, including account registration forms, Corporate Firewall verification, or when you otherwise interact with us. When you sign up to use the Services, you create a user profile. We shall ask you to provide only such Personal Information which is for a lawful purpose connected with our Services and necessary to be collected by us for such purpose.

b. The Information you provide to us includes the following:

- **Corporate Identity & Account Information:** Official work email addresses (e.g., domains from TCS, Infosys, HCL) required to breach the Corporate Firewall, along with your name, mobile number, gender, date of birth, photograph, login credentials, and banking or payment-related information (as permitted by Applicable Laws).
- **Geofence Anchors & Saved Information:** The specific GPS coordinates designated as your "Home" and "Office" to enable VIBI tracking, as well as saved billing information and emergency contact information.
- **Verification Information (Physical Assets & KYC):** If you are a **Pro** or a **VTS User**, we may collect copies of government-issued identification documents (such as a Driving License, Aadhaar card, and Permanent Account Number (PAN) for tax compliance). To ensure physical safety and legal compliance on the network, we explicitly collect **vehicle-related documents (Registration Certificate (RC), active Bike Insurance policies, and pollution certificates)**, as well as proof of your **active Health Insurance or Personal Accidental Insurance**. We also require you to capture your real-time self-clicked images (Live Selfies) to ensure real-time biometric profiling.
- **Other Information:** We collect additional Information you provide when you correspond with us for customer support. We also collect Information submitted electronically via in-app messaging, ratings, or when you refer a corporate peer to generate V-Referral royalties.
- **Content Restrictions:** In addition to the foregoing, you will not upload, display, share, host, publish or transmit any information that:
 - Is harmful, offensive, harassing, obscene, pornographic, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - Deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and untrue or misleading in nature;
 - Threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order.

II. INFORMATION WE COLLECT AS YOU ACCESS AND USE THE VARADHI APP

- **Transaction Information:** Records of your V-Minute transfers, B2B financial rewards, Weekend Window fiat withdrawals, distance travelled, and Corporate Sweep penalty deductions.
- **Location Data:**
 - **Active Mode (The 2 km Geo-Fence):** For Pros and Members, we collect high-precision geolocation tracking during active commute windows (from the 50-meter proximity lock initiation to route termination) to calculate the V-Minute ledger, filter visibility within the 2 km radius, and feed the live SOS monitoring grid.
 - **Passive Mode (Track & Vanish):** For VTS Users, we collect background GPS tracking exclusively between your registered Home and Corporate IT Park geofences. The intermediate route data is processed to verify arrival and is subsequently scrubbed ("vanished") to protect privacy.
- **Kinetic Telemetry (VIBI):** Accelerometer and gyroscope sensor data to monitor speed, hard braking, and acceleration patterns to generate physical safety metrics for your Varadhi Trust Score.
- **Usage & Device Information:** We or our TPSPs collect technical data, including Device Identifier, IP address, OS version, mobile network data, scrolling activity, and Sentry telemetry regarding app performance during Morning and Evening peak hours. Any sensitive information about other programs you are running on your Device, passwords, and activity across other applications is not collected and is strictly masked.
- **SMS/Text Messages:** We may collect data from SMS/text messages upon receiving Device access permissions from you strictly for the purposes of (i) issuing and receiving one-time passwords (OTPs) for the 2-Step Verification Protocol, and (ii) automatically filling verification details during financial transactions in accordance with Applicable Laws.
- **Call Details:** We may record your calls with us made to the Varadhi support desk for quality and troubleshooting purposes.
- **Cookies:** Usage Information may be collected using cookies to customize the delivery of information to you. You may disable cookies via your Device settings, though some features of the Platform may not function properly as a result.

III. INFORMATION THIRD PARTIES PROVIDE ABOUT YOU

We may, from time to time, collect Information about you through the Platform or while availing the Services and collect Information from our affiliates or third parties / TPSPs such as technical sub-contractors, business partners, analytics providers, search information providers, payment service providers, etc., and also from publicly available sources such as commercially available marketing lists, social networks, and other related media.

Additionally, if you utilize the VIBI Dashboard to claim financial products, secure third-party B2B identity verification providers and enterprise partners (e.g., banks, insurtech platforms) may send secure webhook confirmations to Varadhi regarding your employment verification, loan disbursements, or insurance purchases strictly to calculate your ecosystem rewards and update your Varadhi Trust Score (VTS).

4. USE OF INFORMATION COLLECTED

Our primary goal in collecting your Information is to mathematically enforce the Varadhi 360 Enterprise Architecture and provide you with an enhanced, secure experience. We may use the Information we collect in accordance with this Policy for the following purposes:

I. Core Architecture & Verification

- To enable you to access the Platform and validate your corporate employment via the 2-Step OTP Verification Protocol.
- To verify your identity, your corporate capacity, and vehicle fitness under Applicable Laws to provide or avail Services through the Platform.

II. Active Mode (The Commute Engine)

- To execute the backend marketplace engine, filtering commute visibility strictly to a 2 km radius of your natural office trajectory.
- To lock the Upfront Fare (₹4/min or ₹5/min) and calculate internal V-Minute ledger transfers.
- To facilitate the commute by sharing necessary Personal Information (such as name, vehicle number, driving license number, phone number, profile picture, and pick-up/drop-off locations) between the matched **Pro** and **Member** so that the Pro may contact and find you to execute the manual handshake.
- To utilize geo-location data for various purposes: enabling Members to view nearby Pros, fetching automatic locations, tracking the distance of the Pro for mutually decided pick-ups (even when the App is running in the background for active Pros), and executing algorithmic route deviation flagging to share exact locations for physical safety via the live SOS grid.

III. Passive Mode (The VIBI Trust Oracle)

- To power the Varadhi Trust Score (VIBI) engine: generating your VTS based on 30-day commute consistency and kinetic safety profiles.
- To track the 90-Day Trust Gate reliability scores and calculate V-Lifes (Success Share) equity and 1% V-Referral royalties.
- To provide relevant B2B enterprise offers, rewards, or dynamic insurance premiums to you, based on your VTS and verified consumption patterns.

IV. Platform Security & Legal Compliance

- To prevent, discover, and investigate violations of this Policy, our Terms and Conditions, Corporate Firewall breaches, GPS spoofing, or commercial gig-worker extraction attempts.
- To identify and detect security breaches, attacks, errors, fraud, money laundering, abuse, and other criminal activities, and to investigate and take appropriate remedial action.
- To comply with Applicable Laws (or any other rules and regulations) or requests received from regulators, government, law enforcement, or judicial authorities.

- To enforce our Terms and Conditions, resolve disputes, and carry out our obligations and enforce rights arising from any contracts between us.

V. Corporate B2B Reporting (ESG & Sustainability)

- **To generate reports to the User's working Company:** To encourage carpooling at an organizational level, we provide periodic reports to the relevant HR, EHS, Admin, and Transport departments of your verified employer. The formal reports sent by us include relevant aggregated data (such as top ride givers, top ride takers, individual commutes taken, and total distance traveled/emissions saved) as per your organization's declaration and compliance requirements.

VI. Operations & Communications

- To help diagnose problems with our computer servers, administer the Platform, provide functionality, analyze performance, fix errors, bugs, and improve the usability and effectiveness of the Platform.
- To provide you the correct app version depending on your Device type, for troubleshooting and, in some cases, marketing purposes.
- To send you a welcome email/SMS to verify your username and password, and to deliver any administrative notices, alerts, advice, and notifications relevant to your use of the Services, through social media (including WhatsApp), SMS, and other media.
- To send you strictly service-related announcements on rare occasions when it is necessary to do so (e.g., temporary suspension for maintenance).
- To disclose Information to our affiliates, employees, agents, and representatives on a strict need-to-know basis to facilitate the provision of Services.

VII. Analytics, Promotions, and Personalization We may use your Personal Information or Usage Information that we collect about you for the following extended purposes:

- To closely monitor which features of the Services are used most, allow you to view your trip history, rate trips or bookings, and determine which features need to be improved for enhanced user experience (including usage patterns and geographic locations to determine where we should offer or focus services and resources).
- To provide you with information or services or process transactions that you have requested or agreed to receive, including electronic newsletters, or to provide special offers or promotional materials on behalf of us or third parties.
- To enable you to participate in a variety of the Services' features such as online or mobile entry sweepstakes, contests, or other promotions.
- If you sign up to use our Services as an employee or stakeholder of a third party with whom the Company has an arrangement (for discount coupons or promotional offers), the Company may share any information provided by you with such third party to be utilized by them for limited internal business purposes only.
- To enhance your user experience, including the customization and personalization of the Varadhi App.

- For internal business purposes, inclusion in our data analytics, and to fulfill any other purpose for which you provide us the Information and/or for any other purpose with your consent.
- *Please note, we do not use the information collected from you for targeted public advertising.*

5. HOW AND WHEN DO WE DISCLOSE INFORMATION TO THIRD PARTIES

We do not sell, share, rent, or trade the information we have collected about you to public ad networks, other than as disclosed within this Policy or at the time you provide your Information. Following are the situations when Information may be shared:

a. TO CORPORATE PEERS (ACTIVE MODE) To facilitate the peer-to-peer (P2P) commute network, we share your verified Corporate Badge, Live Selfie, and vehicle details with your matched Member or Pro strictly to execute the **manual ride-activation handshake** and ensure physical safety during the localized commute.

b. WHEN YOU AGREE TO SHARE INFORMATION WITH THIRD PARTIES You may opt to receive information and/or marketing offers directly from third parties when you access third-party links on the Platform. If you do agree to have your Personal Information shared, your Personal Information will be disclosed to such third parties and all Information you disclose will be subject to the privacy policy and practices of such third parties. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review their policies prior to agreeing to receive such information from them. If you later decide that you no longer want to receive communication from a third party, you will need to contact that third party directly.

c. THIRD PARTIES PROVIDING SERVICES ON OUR BEHALF (TPSPs) We may share the Information you provide with our TPSPs, business partners, and agents (such as our backend engineering stack including Supabase, Google Maps, and Razorpay). We use TPSPs to facilitate our Services, provide or perform certain aspects of the Services on our behalf—such as host the Services and digital vaults, design and/or operate the Services' features, track the Services' analytics, process subscriptions and payouts, engage in anti-fraud and security measures, perform background and identity verification, run criminal record checks, provide customer support, provide geo-location information to Pros/Members, perform technical services (e.g., database management, web analytics), or perform other administrative services. These third parties will have access to Information, including Personal Information, only to carry out the services they are performing for you or for us. We require each of these TPSPs to ensure the same level of data protection as us and impose contractual obligations not to disclose or use Personal Information for any other purpose.

d. B2B ENTERPRISE PARTNERS & CO-BRANDED SERVICES (VIBI API) Certain aspects of the Services may be provided to you in association with third parties ("Co-Branded Services") such as banks, credit houses, loan providers, insurtech companies, HR partners, sponsors, and charities. Upon your engagement with the VIBI ecosystem, your anonymized or explicitly authorized Varadhi Trust Score (VTS), commute consistency logic, and kinetic safety profiles may be syndicated to these authorized B2B Enterprise Partners to underwrite loans, dynamically price insurance premiums, or verify payroll compliance. If you elect to register for products and/or services through these Co-Branded Services via the Platform, you shall be deemed to have consented to providing your Information to both us and the third party.

e. CONTESTS AND PROMOTIONS We may offer Promotions through the Services that may require registration. By participating in a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including allowing the sponsor of the Promotion to use your name, voice, and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, you agree that your Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules.

f. ADMINISTRATIVE AND LEGAL REASONS We cooperate with Government and law enforcement officials and private parties to enforce and comply with Applicable Laws and other rules and regulations. Thus, we may access, use, preserve, transfer, and disclose your Information (including Personal Information, IP address, Device Information, or geo-location data) to government or law enforcement officials or private parties as we reasonably determine is necessary and appropriate:

- (i) to satisfy any Applicable Law, rules, regulation, subpoenas, Governmental requests, or legal process;
- (ii) to enforce RTO compliance (via the Peer Pass UI) or protect and/or defend the terms and conditions applicable to use of the Platform, including investigation of potential Corporate Firewall breaches;
- (iii) to protect the safety, rights, property, or security of the Company, our Services, or any third party;
- (iv) to protect the safety of the public for any reason;
- (v) to detect, prevent, or otherwise address fraud, security, or technical issues; and/or
- (vi) to prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

g. AFFILIATES AND BUSINESS TRANSFER We may share your Information, including your Personal Information and Usage Information, with our parent, subsidiaries, and affiliates for internal reasons, including business and operational purposes. We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner, or operator of the Services or applicable database; or (ii) in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of our membership interests and/or assets, or other corporate change, including during the course of any due diligence process.

h. MARKET STUDY AND ESG BENEFITS We may share your Information, including your Personal Information and Usage Information, with third parties for any purpose, including but not limited to undertaking market research/study, conducting data analysis, generating "Scope 3" sustainability reports, determining and customizing product or service offerings, improving the products or Services, or making any other benefits/products/services available to you.

6. THIRD PARTY CONTENT AND LINKS

a. Payment Gateways & VIBI Enterprise Links If you utilize our payment gateway (e.g., Razorpay) to fund your V-Minute wallet, pay the V-Subscription, or interact with B2B banking and insurtech links via the VIBI Dashboard, those specific financial transactions and data syndications are governed by the respective partner's distinct encryption and privacy protocols.

b. Third-Party Links & Redirections The Services may contain content that is supplied by a third party, and those third parties may collect website usage information and your Device Identifier when web pages from any online or mobile Services are served to your browser. In addition, when you are using the Services, you may be directed to other sites or applications that are operated and controlled by third parties that we do not control, in which case our Policy will no longer apply. We are not responsible for the privacy practices employed by any of these third parties. For example, if you click on a banner advertisement or a B2B promotional offer, the click may take you away from the Varadhi App onto a different website. These other websites may send their own cookies to you, independently collect data or solicit Information, and may or may not have their own published privacy policies.

c. User-Shared Content Information (including Personal Information) may be collected by third parties if there is content from the Varadhi App that you specifically and knowingly upload to, share with, or transmit to an email recipient, online community, website, or to the public (e.g., uploaded photos, posted reviews or comments, or information about you, your VTS, or your pre-booked commute that you choose to share with others through features which may be provided on our Services). This uploaded, shared, or transmitted content will also be subject to the privacy policy of the email, online community, website, social media, or other platform to which you upload, share, or transmit the content. We are not responsible for the privacy practices employed by any of these third parties.

d. Social Media Features & Widgets Our online and mobile Services may include social media features, such as the Facebook/Instagram/X "Like" button, and widgets such as a "Share This" button, or interactive mini-programs that run on the Varadhi App. These features may collect Information including your IP address, photograph, and which page you are visiting on our online or mobile Services, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Platform. Your interactions with these features and widgets are governed by the privacy policy of the company providing them, and we will not be responsible or liable for any acts or omissions of such third parties.

e. Cross-Jurisdictional Disclaimer In particular, remember that certain third-party TPSPs may be located in or have facilities that are located in a different legal jurisdiction. Hence, if you elect to proceed with a transaction that involves the services of a third-party service provider, then your Information may become subject to the laws of the jurisdiction(s) in which such service provider is, or its facilities are, located. We encourage you to note when you leave web pages or links controlled by the Varadhi App/Services and to read the privacy statements of all third-party websites or applications before submitting any Information to such third parties. We will not be liable for any acts or omissions of the third-party service providers.

7. INFORMATION COLLECTED BY PROS, MEMBERS, OR VTS USERS

This Policy does not cover the usage of any Information about you which is obtained by Pros, Members, or VTS Users while providing, availing, or otherwise interacting with the Services. Furthermore, this Policy does not govern the personal conversations, verbal agreements, or physical interactions between the Pro and the Member during the localized commute, nor does it cover any interactions or data-sharing between corporate peers resulting from the VIBI network.

Varadhi Tech Mobility Pvt Ltd acts strictly as a technology intermediary and data oracle. We shall not be held liable for any unauthorized disclosures, misuse of personal details, or actions taken by a Pro,

Member, or VTS User regarding the information they acquire about their corporate peers through the Platform.

8. CHANGE OF INFORMATION AND CANCELLATION OF ACCOUNT (RIGHT TO BE FORGOTTEN)

a. User Responsibility & Accuracy You are responsible for maintaining the accuracy of the Information you submit to us, such as your corporate contact information, KYC documents, and vehicle details provided as part of account registration. If upon modifying or changing the Information earlier provided to us, we find it difficult to provide access to our Services to you due to insufficiency/inaccuracy of the Information, we may, in our sole discretion, terminate your access to the Services by providing you a written notice to this effect on your registered email address.

b. Updating Information & Communication Preferences If your Personal Information or Information you provide to us changes, or if you no longer desire our Services, you may correct, delete inaccuracies, or amend information by making the change on our member information page, or by contacting us through the email address mentioned on the Platform or contacting the Grievance Officer. We will make good faith efforts to make requested changes in our then-active databases as soon as reasonably practicable. You may also cancel or modify the communications that you have elected to receive from us by following the instructions contained within an e-mail or by logging into your user account and changing your communication preferences.

c. Automated Firewall Deactivation As part of the Varadhi 360 Enterprise Architecture, your access to the platform is tethered to your verified corporate employment. If you leave your corporate employer, your domain will fail the periodic 2-Step OTP refresh, and your account (including your Varadhi Trust Score / VTS) will be automatically disabled to protect the integrity of the corporate ecosystem.

d. Manual Deletion Request & Right to be Forgotten In strict compliance with the Digital Personal Data Protection (DPDP) Act, 2023, you may request full account cancellation and request that we no longer use your Information to provide you services by contacting us through the email address mentioned in this Policy, the Platform, or the Grievance Officer. Please note, we may not be able to provide some or all of the Services in case you disable access to any of your Information as described under this Policy.

e. Data Retention, Scrubbing, and 180-Day Dispute Window

- We will retain your Information including Personal Information and Usage Information (including geo-location) for as long as your account with the Services is active and as needed to provide you services.
- **The 180-Day Hold:** Even after your account is terminated (automatically or manually), we will retain some of your Information including Personal Information and Usage Information (including geo-location, trip history, and transaction history) for a period of 180 days to resolve disputes, conclude any activities related to cancellation of an account, investigate or prevent fraud and other inappropriate activity related to your account, to enforce our agreements, or for other business reasons.
- **Permanent Scrubbing:** After the completion of such 180-day period, Varadhi will permanently scrub your sensitive physical assets (including your Live Selfie, Driving License, Registration Certificate, and historical VIBI kinetic telemetry) from our active databases.

- **Anonymization & Compliance:** Remaining data will be fully anonymized and aggregated. We will solely retain anonymized transactional ledger data as long as necessary to provide our Services effectively, for internal analytic purposes, and to comply strictly with Indian financial reporting laws.

9. SECURITY

a. Enterprise-Grade Encryption & Digital Vaults The Information we collect—specifically your uploaded physical assets (KYC documents, Registration Certificates, Live Selfies) and kinetic telemetry profiles—is securely stored within our databases and heavily encrypted, isolated digital vaults. We utilize standard, industry-wide, commercially reasonable security practices such as advanced encryption, firewalls, and SSL (Secure Socket Layers) for protecting your Information. Access to these isolated vaults is strictly limited on a need-to-know basis to our internal Trust & Safety auditing team.

b. Inherent Internet Risks & Liability Disclaimer However, as effective as modern encryption technology and our Corporate Firewall are, no security system is completely impenetrable. We cannot guarantee the absolute security of our databases, nor can we guarantee that the Information you supply won't be intercepted while being transmitted to us over the Internet or wireless communication networks. Any Information you transmit to us, you do so strictly at your own risk.

c. User Responsibility You are entirely responsible for maintaining the confidentiality of your account credentials. We strongly recommend that you do not disclose your login passwords or your 2-Step Verification OTPs to anyone under any circumstances.

10. INFORMATION OF CHILDREN

The Platform is strictly gated for employed corporate professionals aged 18 and above.

11. GRIEVANCE OFFICER & DATA PROTECTION OFFICER

If you would like to ask about, make a request relating to, or complain about how we process your Information, telemetry storage, or data privacy, please contact our designated Data Protection Officer.

In strict compliance with the Information Technology Act, 2000, and the Digital Personal Data Protection (DPDP) Act, 2023, our officer will attempt to expeditiously redress your grievances, including any manual verification erasure requests (Right to be Forgotten).

For any requests, complaints, feedback, or grievances, please contact: contact@varadhiclub.com

12. CHANGES TO THE PRIVACY POLICY

a. Right to Modify & Enterprise Scaling Varadhi reserves the right to update or modify this Policy from time to time to reflect changes to our Information practices, regulatory compliance, and operational architecture—especially as we scale from the MVP Lean Strike Team phase into broader B2B enterprise expansions and third-party VIBI API integrations.

b. Notification of Material Changes Any changes will be effective immediately upon the posting of the revised Policy on the Platform. If we make any material changes to how we handle your corporate data or kinetic telemetry, we will notify you by email (sent to the official e-mail address specified in your account) or by means of a direct administrative notice on the Varadhi App prior to

the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy and security practices.

c. Implied Acceptance Your continued access to the Corporate Firewall, use of the Varadhi App, or availing of the Services after an updated Policy becomes effective will constitute your explicit and absolute acceptance of the updated Policy.