

## Privacy Notice

NewConnect BV ("NewConnect") recognizes that its customers, visitors and users, value their privacy. NewConnect provides this Privacy Policy to help you make an informed decision about whether to use or continue using the NewConnect Site, NewConnect Software and/or the NewConnect Service. If you do not agree to our practices, please do not use the NewConnect Site, NewConnect Software, or NewConnect Service. This Privacy Policy is incorporated into and is subject to the NewConnect Terms of Use. Your use of the NewConnect Site, NewConnect Software and the NewConnect Service and any personal information you provide on the NewConnect Site or NewConnect Service remains subject to the terms of this Privacy Policy and our Terms of Use.

Please note that any User Public Content or other content posted at the direction or discretion of users of the NewConnect Service becomes published content and is not considered personally identifiable information subject to this Privacy Policy.

### What Does This Privacy Policy Cover?

This Privacy Policy is part of NewConnect's Terms of Use and covers the treatment of user information, including personally identifying information, obtained by NewConnect, including information obtained when you access the NewConnect's Site, use the NewConnect Service or any other software provided by NewConnect.

This Privacy Policy does not apply to the practices of companies that NewConnect does not own or control, or to individuals whom NewConnect does not employ or manage, including any of the third parties to which NewConnect may disclose user information as set forth in this Privacy Policy.

### The Information NewConnect Collects

NewConnect's primary objective in collecting user information is to provide and enhance the NewConnect Sites and to enable users to easily navigate and enjoy the NewConnect Sites. When you use the NewConnect Sites, we may collect and record the information you provide us voluntarily through [www.facebook.com](http://www.facebook.com) ("Facebook") in accordance with the policies and terms of Facebook, or with the information you provide us when setting up your account via email.

**User Provided Information:** You provide certain Personally Identifiable Information, such as your name, email address, home address, date of birth, and phone number, and certain information to NewConnect when choosing to participate in various uses of the NewConnect Service, such as registering as a user. You will also be asked to allow NewConnect to collect your location information from your device when you download or use the Service. In addition, we may collect and store any personal information you provide while using our Service or in some other manner. This may include identifying information, such as your name, place of residency, email address and telephone number. You may also provide us with a profile photo, a personal description and information about your gender and preferences for recommendations, such as search distance, age range and gender. If you chat with other NewConnect users, you provide us the content of your chats, and if you contact us with a customer service or other inquiry, you provide us with the content of that communication.

### Cookies Information

When you visit the NewConnect Site, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. NewConnect uses both session cookies and persistent cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the NewConnect Sites may not function properly if the ability to accept cookies is disabled. We do not link the information we store in cookies to any personally identifiable information you submit while on our

sites. The use of cookies by our partners, affiliates, or tracking utility company is not covered by our Privacy Policy. We do not have access to or control of these cookies. Our partners, affiliates, or tracking utility company use session ID cookies to make it easier for you to navigate our site.

### **Log File Information**

Log file information is automatically reported by your browser each time you view a web page. When you register with or visit the NewConnect Sites, our servers automatically record certain information that your web browser provides. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order in which those pages were viewed, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

### **The Way NewConnect Uses Information**

In addition to some of the specific uses of information we describe in this Privacy Policy, we may use information that we receive to:

- Help you efficiently access your information after you register
- Remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- Provide, improve, test, and monitor the effectiveness of our Service
- Develop and test new products and features
- Monitor metrics such as total number of visitors, traffic, and demographic patterns
- Diagnose or fix technology problems
- Contact you so as to update you with new offers, information, features, notifications etc.

### **When NewConnect Discloses Information**

We do not sell or share your Personally Identifiable Information (such as mobile phone number) with other third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may share your Personally Identifiable Information with third party service providers to the extent that it is reasonably necessary to perform, improve or maintain the NewConnect Services. We may share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, asset views, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the NewConnect Site. We may collect and release Personally Identifiable Information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with jurisdiction laws of India or any other nation where NewConnect operates to respond to a court's order or search warrant or equivalent, or where in our reasonable belief, an individual's physical safety may be at risk or threatened. NewConnect also reserves the right to disclose Personally Identifiable Information and/or non-personally-identifiable information that NewConnect believes, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the NewConnect Site or our servers, and to protect the rights, property, or personal safety of NewConnect, our users or others.

### **Your Choices**

You may, of course, decline to submit Personally Identifiable Information through the NewConnect Site or the NewConnect Service, in which case NewConnect may not be able to provide certain services to you. If you do not agree with our Privacy Policy or Terms of Use, discontinue use of the NewConnect Service; your continued usage of the NewConnect Service will signify your assent to and acceptance of our Privacy Policy and Terms of Use. To protect your privacy and security, we take reasonable steps

(such as SMS and email authentication in certain cases) to verify your identity before registering your email id and granting you access to the NewConnect Service. Please contact NewConnect via email to [support@NewConnect.com](mailto:support@NewConnect.com) with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices.

### **Our Commitment to Data Security**

NewConnect uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to NewConnect and you do so at your own risk. Using unsecured wifi or other unprotected networks to submit messages through the NewConnect Service is never recommended. Once we receive your transmission of information, NewConnect makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If NewConnect learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. NewConnect may post a notice on the NewConnect Site or through the NewConnect Service if a security breach occurs.

### **Our Commitment to Children's Privacy**

Protecting the privacy of children is especially important to NewConnect. For that reason, NewConnect does not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the NewConnect Sites from persons under 18 years of age, and no part of our website is directed to persons under 18. If you are under 18 years of age, then please do not use or access the NewConnect Sites at any time or in any manner. If NewConnect learns that personally identifiable information of persons under 18 years of age has been collected on the NewConnect Sites then NewConnect will take the appropriate steps to delete this information immediately.

We recommend that minors over the age of 18 ask their parents or guardians for permission before sending any personal information to anyone over the Internet.

### **Limitation of Liability**

In no event shall NewConnect, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of any of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our servers, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our service by any third party, (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the NewConnect client, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages, and/or (vi) the disclosure of information pursuant to these Terms of Use or privacy policy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction

### **Indemnity**

You agree to defend, indemnify and hold harmless NewConnect, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the NewConnect Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; This defense and indemnification obligation will survive these Terms of Use and your use of the NewConnect Service. We don't support or encourage illegal consumption of alcohol or tobacco, so there.

**Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are at least 18 years old as the NewConnect Service is not intended for children under 18. If you are under 18 years of age, you are not permitted to use the NewConnect Service.

**In the Event of Merger, Sale, or Bankruptcy**

In the event that NewConnect or its parent company WWH Capital B.V. is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control. In the (hopefully) unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

**Changes and updates to this Privacy Notice**

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. Your continued use of the NewConnect Site, NewConnect Application and NewConnect Services constitutes your agreement to this Privacy Policy and any amendments.

Date Last Modified:

This Privacy Notice was last modified July 7<sup>th</sup>, 2015