

PRIVACY POLICY

PRIVACY POLICY AS UPDATED ON **22nd December 2024**

At VrajX LLC, we are dedicated to building bridges between Businesses and their Customers, creating opportunities for genuine engagement and impactful growth. Our mission is to empower businesses with the tools they need to deliver outstanding Customer experiences grounded in transparency, inclusivity, and a commitment to positive change.

We respect your privacy and are committed to protecting your Personal Information. This Privacy Policy (the “**Policy**”) outlines how **VrajX LLC**, (“**Company**” or “**us**” or “**we**” or “**our**”) and its affiliates collect, use, store, process, transfer, and disclose your information through our Website <https://atomicinputs.com/> as well as <https://atomicinput.com/> (“**Website**” or “**Atomic Inputs**”), our Services, and any of our other websites, mobile or digital applications, or any other services we offer from time to time by or in connection therewith (together “**Platform**”). By reviewing this Policy, you will gain a comprehensive understanding of your privacy rights and choices. It applies to your interactions with and usage of our Platform, which enables businesses, including but not limited to restaurants, hotels, hospitals, clinics, grocery stores, and other service providers (“**Business**” or “**Businesses**”), to collect valuable feedback through customizable surveys. These surveys are completed by individuals (“**Customers**”) who engage with the surveys via QR codes, NFC tags, or integrations with Instagram, WhatsApp, or the like (“**Meta Platforms**”). The Platform offers real-time analytics and AI-powered insights to help Businesses understand customer sentiment and improve services. Businesses can manage surveys, track responses, and access actionable feedback through a user-friendly Dashboard, streamlining the process of enhancing Customer experiences and refining business strategies (collectively the “**Services**”). Please note that the capitalized terms not defined in this Policy but used herein shall have the meaning as ascribed to it in the Terms of Service.

Your access to or utilization of our Platform operated by the Company linked to this Policy implies your agreement to be governed by this Policy. By providing us with your Personal Information, you expressly consent to the use and disclosure of your Personal Information as outlined in this Policy. This Policy, along with the [Terms of Service](#), is applicable to your use of the Services and you explicitly agree and acknowledge to read the Privacy Policy in conjunction with the [Terms of Service](#).

The term “**Personal Information**” shall mean any information that relates to an identified or identifiable individual, and can include information that you provide to us and that we collect about you, such as when you engage with our Platform (e.g. device information, IP address, location etc.).

By utilizing the Platform or furnishing your Personal Information, you explicitly agree and acknowledge that you accept the terms delineated in this Policy. The terms ‘**User**’ ‘**you**’ or ‘**your**’ in the context of this Policy collectively pertain to Businesses, Customers, or any individual utilizing our Platform, whether for personal use or on behalf of others.

By visiting the Platform or providing your information, you expressly agree to be bound by this Privacy Policy and acknowledge that it is governed by the privacy laws of the United States, including but not limited to the New Jersey Consumer Data Protection Act (NJDPDA), California Consumer Privacy Act (CCPA), Digital Personal Data Protection Act (DPDP Act), the Personal Information Protection and Electronic Documents Act (PIPEDA), and other relevant data protection and privacy laws as outlined in this Policy.

IF YOU DO NOT CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET FORTH IN THIS PRIVACY POLICY, PLEASE REFRAIN FROM ACCESSING AND/OR USING OUR PLATFORM.

1. TO WHOM DOES THIS POLICY APPLY?

- 1.1. This Policy is inclusive and applies to all Users of our Platform, irrespective of their browsing intent or their extent of utilizing the Platform.
- 1.2. The applicability of this Policy extends to Users regardless of the device type used for accessing our Platform, whether it be a laptop/desktop or a mobile/tablet device.
- 1.3. We do not knowingly collect or solicit Personal Information from anyone under the age of eighteen (18) or knowingly allow such persons to access and/or use the Platform. In accordance with the Children's Online Privacy Protection Act ("COPPA"), users in the United States under 13 years of age must not submit any Personal Information without parental consent. Further, if you are a minor in your jurisdiction, it is your responsibility to ensure compliance with applicable laws regarding the collection and use of your Personal Information. By accessing and using the Platform, you confirm that you either have obtained parental or guardian consent or are of legal age to enter into agreements in your jurisdiction. If you are under the required age in your jurisdiction, please refrain from accessing the Platform or submitting any information.

2. WHAT IS THE INFORMATION THAT WE COLLECT FROM YOU?

- 2.1. **For the Business:** To utilize the Platform and our Services, you must complete the one-time sign-in process with us by setting up an account (the "**Account**"). To create an Account, you must provide accurate, current, and complete information. This may include but is not limited to the following:
 - 2.1.1. **Basic Information:** you are required to provide basic information such as first name, last name and business name, and business address. The specific information needed may vary depending on the features/services you use;
 - 2.1.2. **Contact Information:** such as email address and phone number;
 - 2.1.3. **Survey Information:** When creating surveys, Businesses may upload logos, images, or other branding elements. These assets are handled on a case-by-case basis, and any customization involving them is managed manually or offline. Businesses retain ownership of any original content, including logos or images, that they upload but grant us a non-exclusive, worldwide, royalty-free license to use, distribute, and display such content on

the Platform. If logos or images are uploaded via third-party cloud storage, Businesses may be required to sign in to their accounts and authorize access to specific files. We will only access the files explicitly chosen for upload. No third-party account credentials or other profile data will be accessed, retained, or shared by us;

- 2.1.4. **Specific Business Data:** Information like business name or customer response counts will only be used with explicit approval during or after survey creation;
 - 2.1.5. **Abstract/Anonymised Business Details:** These details may be used for promotions without explicit notice, such as general metrics (e.g., "12 stores/surveys are created by our service" or "20,000 customers across all surveys have provided responses");
 - 2.1.6. **Transaction Data:** Including the mode of the payment method such as online or offline, credit or debit card number, and bank account information or financial account information. You understand and agree that any payments made through third-party payment platforms, such as Google Pay or other similar services, are subject to their respective terms and privacy policies. Alternatively, payments may be made directly to our bank account via bank transfers. In the future, we may use a payment gateway partner, and any transactions processed through such partners will be subject to their terms and conditions;
 - 2.1.7. **Verification Data:** We may collect information relevant to your use of our Platform and Services, such as an email verification link sent at the time of account creation and log-in. Additionally, we may implement two-factor authentication (2FA) as part of enhanced security measures. This 2FA verification process will include the use of a One-Time Password (OTP) sent to your email address and/or mobile number, as the case may be, to ensure the accuracy and security of your information;
 - 2.1.8. **Government-Issued Identification Numbers:** Businesses may be required to provide specific information for payment processing or regulatory compliance, such as Tax Identification Numbers, VAT Identification Numbers, or other government-issued IDs. These details are only collected where necessary, such as for tax reporting or identity verification purposes during payment setup or disputes.
- 2.2. **For the Customers:** Customers engaging with the surveys may not need to create an Account, but we collect the following information based on the Meta Platforms used:
- 2.2.1. **Contact Information:** such as email address and phone number;
 - 2.2.2. **Survey Responses:** We collect answers to the surveys;
 - 2.2.3. **Verification Data:** For Meta Platforms interactions, we may log account details such as Instagram handle or WhatsApp number for verification;
 - 2.2.4. **Data from Social Networks** Since the surveys are provided through Meta Platforms, the following data may be collected:
 - 2.2.4.1. Information from social networking sites:
 - 2.2.4.1.1. **For Instagram:** Username and unique User identifier created by Meta during survey interactions;

2.2.4.1.2. For WhatsApp: Phone number and unique User identifier created by Meta during survey interactions;

2.2.4.1.3. For Web-Based Surveys: Browser-generated UserAgent information (e.g., "Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 Chrome/131.0.0.0 Safari/537.36")

(Customers are encouraged to avoid submitting sensitive or personal details during survey participation unless explicitly requested.)

- 2.3. **Additional Information**: includes, without limitation, when you participate in promotions, communicate with our support team and other users, share your experience with us import or when Businesses provide address and/or geolocation;
- 2.4. **Communication with us**: This can include any communication that you send to us, including communications for any inquiries, payments, feedback, technical support, etc;
- 2.5. **Device Identification data**: This includes information that may assist us in identifying your device, including browser type and version, your operating system, etc; and
- 2.6. **Other Data**: This can include the following, based on your interaction with the Platform and/or Services-
- a. Number of times you access our Platform and/or Services;
 - b. The length of time you spent on the Platform;
 - c. The period of time from when you became active and have continued to be active on the Platform;
 - d. Other similar statistics we may collect with the intention to improve the User experience of the Platform.
- 2.7. **Personal Information collected from Third Parties**: In certain specific situations, we may collect Personal Information about you from third parties. The types of Personal Information collected may include:
- 2.7.1. verification of identity;
 - 2.7.2. verification of nationality and residency status;
 - 2.7.3. criminal history records;
 - 2.7.4. financial information, such as your credit history or information relating to any outstanding liabilities; and
 - 2.7.5. web data tracking information (e.g. heat maps developed through Google Analytics, which track patterns of user interactions with our web pages).
- 2.8. You agree to provide us with your Personal Information whenever you use our Services by performing any of the following functions:
- 2.8.1. Accessing our Platform and/or Services by means of any web browser or any device;
 - 2.8.2. Creating an Account and registering for our Services on the Platform;
 - 2.8.3. Inquiring about our Services through our Website;
 - 2.8.4. Initiating and maintaining correspondence with us.
- 2.9. We strive to take extra precautions to ensure that such Personal Information is kept secure and confidential, and we will only retain this data for as long as necessary for the purposes for which we collect it as per the permissible laws of the land.

- 2.10. By using our Services, you acknowledge that you are bound by the terms and policies of our third-party service providers. Adhering to their policies is crucial for safeguarding your data and ensuring compliance with industry standards. We prioritize User privacy and security by relying on trusted third-party service providers, and we encourage Users to review and understand the policies of these platforms to protect their interests.
- 2.11. This Policy will not apply to any unsolicited information provided by you through the Platform or through any other means. This includes, but is not limited to, information posted on any public areas of the Website. All such unsolicited information shall be deemed to be non-confidential, and we will be free to use and disclose such unsolicited information without limitation.
- 2.12. Subject to Section 4.3 of the Terms of Service, you agree and acknowledge that we shall not be liable for any loss or damage sustained by you as a result of any disclosure (inadvertent or otherwise) of any Personal Information concerning your payment-related information in the course of any online transactions or payments made for any Services offered through the Platform.
- 2.13. Access to your Personal Information is limited to our consultants, employees, agents, partners, and third parties, who we reasonably believe will need that information to enable us to provide Services to you. However, we are not responsible for the confidentiality, security, or distribution of your own Personal Information by our partners and third parties (who have their own privacy policies) outside the scope of our agreement with such partners and third parties.
- 2.14. When you use our Platform, we collect and store your information, which is provided by you from time to time. In general, you can browse the Website without telling us who you are or revealing any Personal Information about yourself. Once you give us your Personal Information, you are not anonymous to us. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service, product, or feature on the Platform.

3. HOW DO WE COLLECT THE INFORMATION?

- 3.1. We employ various methods to gather information, ensuring a comprehensive understanding of User interactions and preferences. The collection of Personal Information is facilitated through the following processes:
 - 3.1.1. **Information you give us:** When you provide us with the information referred to in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 through the methods outlined in Sections 2.8;
 - 3.1.2. **Session Management:** We study session metrics to understand how Users interact with the Website. This helps us learn the average time Users spend on the Website and when they prefer to engage. We use tools like Google Analytics (or alternatives) to collect anonymous data, including the number of views, how long Users stay, and where they're visiting from. This data allows us to optimize the User experience, making informed enhancements to cater to User preferences and behaviors;
 - 3.1.3. **User analytics:** We analyze User behavior and preferences by collecting and analyzing Personal Information within the Platform to track and ensure

accuracy, promptly identify any unauthorized transactions, and detect fraudulent activities, allowing us to take immediate corrective action.

3.2. In addition to direct User interactions, we utilize various data collection methods to enhance User experience and optimize Platform functionality. These methods assist in tracking User preferences, providing personalized experiences, and improving the performance of our Platform. Businesses have the option to manage their data preferences through their device settings. Below are the categories of data collection methods used in our Platform, along with a description of what they are used for:

- 3.2.1. **Essential Data Storage:** These mechanisms are essential for running our Platform and keeping it secure. They also help us comply with applicable regulations and keep your details safe and private. Examples include storing authentication tokens and Platform settings.
- 3.2.2. **Functional Data Storage:** These mechanisms remember preferences such as your region or country, preferred language, and accessibility options like large font or high-contrast pages. They ensure the Platform functions according to your preferences every time you use it.
- 3.2.3. **Performance Tracking:** These mechanisms tell us how you and other Users use our Platform. We aggregate and analyze this data to improve the performance and functionality of our Services. Examples include tracking screen views, button clicks, and usage patterns.
- 3.2.4. **Web Beacons, Pixel Tags, and Trackers:** We may employ Web Beacons, Pixel tags, and trackers, which are tiny graphic images and/or small blocks of code placed on mobile apps, ads, or in the emails that allow us to determine whether you performed a specific action. When you access these pages, or when you open an email, you let us know that you have accessed the Platform or opened the email. These tools help us measure responses to our communications and improve our promotions.
- 3.2.5. **Log Files:** Our servers automatically collect information sent by Users' devices, known as log files. This data may include IP addresses, device information, browser type, and timestamps. Log files are instrumental in analyzing trends, administering the Platform, and diagnosing technical issues;
- 3.2.6. **Information from other sources:** We may collect Personal Information from other sources, including but not limited to:
 - 3.2.6.1. If a User or any third party submits a complaint about you, we may receive information relating to the specific complaint made in order to understand and, where relevant, address the complaint; and
 - 3.2.6.2. To the extent permitted by applicable law, we may receive additional information about you, such as references, demographic data, and information to help detect fraud and safety issues from (i) third-party service providers, other third parties, and/or partners, or (ii) Users and any other individuals, entities, and authorities, and combine it with information we have about you. For example, we may receive background check results or fraud warnings from identity verification service providers for use in our fraud prevention, security investigation, and risk assessment efforts. We may receive information about you

and your activities on and off the Platform, including from Users of our Platform, members of the public, or governmental, public, or tax authorities, or about your experiences and interactions with our partners.

4. WHY DO WE COLLECT YOUR INFORMATION?

- 4.1. We shall collect your information only for lawful and legally permissible purposes, which are as follows:
 - 4.1.1. **Contractual Necessity**: We process your Personal Information to fulfill our contractual obligations with you, which include tasks such as administering surveys, collecting feedback, managing survey responses, and providing analytical insights;
 - 4.1.2. **User Authentication**: We collect your information to help us identify you as and when you access the Platform when you provide details to us, or when you utilize our Platform;
 - 4.1.3. **Communicate with you**: We use your Personal Information to communicate with you concerning Services via different channels (e.g., by phone, e-mail, chat), including to fulfill your requests when you subscribe to our plans or to provide you with notices about your Account and/or subscription, including expiration and renewal notices, email-instructions, etc;
 - 4.1.4. **Fraud Prevention and Credit Risks**: We use your Personal Information to prevent and detect fraud and abuse to protect the security of our Users;
 - 4.1.5. **Troubleshoot Problems**: We use your Personal Information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of the Platform;
 - 4.1.6. **Compliance with law**: To be able to perform any contractual and legal obligation;
 - 4.1.7. **Enhancing User Experience**: To analyze User behavior and preferences for improving our Services and User experience and to be able to provide location-specific services, if any;
 - 4.1.8. **Enhanced Advertising and Marketing Efforts**: In our efforts to provide, personalize, measure, and enhance our advertising and marketing endeavors, we engage in several key activities. Firstly, we utilize User information to send promotional and marketing messages, tailoring them to suit individual preferences and interests. Additionally, we strive to customize and optimize advertising on various platforms to ensure relevance and effectiveness. Furthermore, we may administer referral programs, rewards, surveys, sweepstakes, and other promotional activities to engage Users and foster community participation. Through the analysis of User characteristics and preferences, we aim to send targeted promotional messages that resonate with each User segment. Finally, we extend invitations to Users for events and relevant opportunities, enriching their overall experience with our Platform; and

- 4.1.9. **Providing alerts/notifications:** To effectively communicate with you through emails/SMS/notifications through the Platform to inform you about any other new Services that we may from time to time.
- 4.2. You consent and recognize that your Personal Information may be disclosed on our Platform authorized by you for the purpose of utilizing our Platform and Services. Additionally, you agree and acknowledge that we are permitted to communicate with you through messaging, calls, emails, or other means, to facilitate the performance of our services wherever necessary.

5. WHO DO WE SHARE YOUR PERSONAL INFORMATION WITH AND WHY?

- 5.1. To facilitate our Platform's services and enhance User experience, we may share Personal Information with the following entities:
 - 5.1.1. **Payment Processors:** We may need to share your banking information (such as credit card/debit card numbers, bank account numbers, and routing numbers) with our trusted financial institution or payment gateway partner;
 - 5.1.2. **Third-party Service Providers:** We engage the services of third parties to carry out various functions on our behalf such as, data analysis, payment processing, postal and email communications, hosting services, storage, customer service, and marketing assistance. While these third-party service providers have access to the necessary Personal Information to fulfill their functions, they are prohibited from using it for any other purposes. Moreover, they are obligated to process the Personal Information in compliance with applicable laws. While we do not own or control these third parties, when you interact with them and choose to use their services, you are providing your information to them. For example, when you interact with our Services through Meta Platforms, you agree to adhere to the terms and privacy practices of Meta's Graph API for all such Meta Platform interactions.
 - 5.1.3. **Affiliates:** We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates may include our parent company and any subsidiaries, joint venture partners, or other companies that we control or that are under common control with us;
 - 5.1.4. **Business Transfers:** If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline to honor commitments we made in this Privacy Policy.
 - 5.1.5. **Legal Compliance:**
 - 5.1.5.1. We may disclose your information to courts, law enforcement, governmental or public authorities, tax authorities, authorized third parties, or other Users, if and to the extent we are required or permitted to do so by law or where disclosure is reasonably necessary to: (i) comply with our legal obligations, (ii) comply with a valid legal request, such as a subpoena or court order, or to respond to claims asserted against us, (iii) respond to a valid legal request relating to a criminal investigation to address alleged or suspected illegal activity, or

to respond to or address any other activity that may expose us, you, or any other of our Users to legal or regulatory liability, (iv) enforce and administer our agreements with Users, including our Terms, additional legal terms, and policies, (v) respond to requests for or in connection with current or prospective legal claims or legal proceedings concerning us and/or third parties, in accordance with applicable law, or (vi) protect the rights, property or personal safety of the Company, its employees, its User, or Users of the public. Notwithstanding the above, you understand that before responding to any request for Personal Information, we conduct a thorough legal review to ensure the request complies with applicable laws, is specific, and is valid under the relevant legal framework. Requests that do not meet these criteria will not be processed. We reserve the right to seek clarification or additional information from the requesting authority if needed to validate the request;

- 5.1.5.2. Where legally required or permissible according to applicable law, we may disclose User information to relevant tax authorities or other governmental agencies, depending on where you are based, for the purpose of the tax authorities' determination of proper compliance with relevant tax obligations;
- 5.1.5.3. Furthermore, we adhere to a strict data minimization policy, disclosing only the minimum amount of Personal Information necessary to comply with lawful requests. Before responding to any request, we thoroughly assess its scope to ensure only information specifically relevant and necessary to fulfill the legal requirement is disclosed. Additionally, any data irrelevant to the specific request is redacted or withheld. If data must be disclosed, it is shared in aggregate or anonymized form wherever possible to safeguard individual privacy.
- 5.1.5.4. We maintain detailed documentation of all requests from public authorities for user information to ensure accountability and transparency. This includes, without limitation,
 - 5.1.5.4.1. the nature and content of the request,
 - 5.1.5.4.2. verification of the requesting authority's credentials,
 - 5.1.5.4.3. legal basis cited in the request (e.g., court orders, subpoenas, statutory authority),
 - 5.1.5.4.4. internal legal review processes, including opinions sought from legal counsel,
 - 5.1.5.4.5. specific information disclosed (if any) and the date of disclosure,
 - 5.1.5.4.6. any communication with the requesting authority, including objections or clarifications sought, and
 - 5.1.5.4.7. steps taken to comply with jurisdiction-specific laws and regulations.
- 5.1.5.5. Where appropriate and/or legally required, we may notify the User about legal requests, unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a

risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon or harm to us, our Users, or expose us to a claim of obstruction of justice. If a request for Personal Information is deemed unlawful, overly broad, or lacking in sufficient legal basis, we will take appropriate measures to challenge or refuse the request. This may include engaging with the requesting authority to clarify the scope of the request or initiate or participate in legal proceedings to challenge the request where warranted.

- 5.1.6. **Service Improvement:** We may share certain aggregated, anonymized information with third parties (for example, for Google Analytics) in order to assess the Platform usage and information pertaining to the ease of navigation;
- 5.1.7. **Advertisements:** We use third-party advertising companies to serve ads when you visit our Platform. These companies may use information (not including your name, address, email address, or telephone number) about your visits to the Platform and other websites in order to provide personalized advertisements about services of interest to you;
- 5.1.8. **Collaborations:** We may share your Personal Information with reputable partners to facilitate joint initiatives, promotions, or integrated services; and
- 5.1.9. **Growth and Expansion:** As our Platform evolves and expands, there may be instances where sharing Personal Information with new entities or parties becomes necessary for the enhancement of our Platform. Any such sharing will be carried out with the utmost consideration for User privacy and in accordance with relevant legal frameworks.
- 5.2. We do not ever sell or rent your Personal Information without your express approval.
- 5.3. We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.
- 5.4. We may also de-identify or aggregate information and convert it into non-personal information so that it can no longer reasonably be used to identify you ("**De-identified Information**"). We use and retain De-Identified Information for any of the purposes described in Section 4 and Section 5 of this Policy. We will maintain and use De-Identified Information in de-identified form and will not attempt to re-identify the information, except to confirm our de-identification processes or unless required by law.
- 5.5. De-identified Information that will never be able to personally identify particular individuals is referred to as **anonymized information**. Additionally, De-identified Information that can identify individuals only if it is combined with another, separate piece of information is referred to as **pseudonymized information**.
- 5.6. Where possible, we will aim to collect, store, and use anonymized information as a first preference, and if not, then pseudonymized information. Please note that we may retain anonymized information for analytic and service development purposes.
- 5.7. We may share aggregated anonymized information, to third parties for analytical and/or marketing purposes.

- 5.8. We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

6. HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?

- 6.1. In compliance with applicable laws, we retain your Personal Information for a duration no longer than necessary for the purpose for which it was collected or as mandated by relevant laws.
- 6.2. **For Businesses:**
 - 6.2.1. **Survey Results:** The survey results we store for Businesses are abstracted and anonymized to ensure that no personally identifiable information is linked back to any individual business. We do not provide Businesses with any Personal Information from Customers.
 - 6.2.2. If a Business's subscription expires or they opt out without requesting deletion, survey results remain stored indefinitely, but the anonymization rules will continue to apply. Businesses cannot access identifiable data once surveys are deactivated, and the data will remain protected.
 - 6.2.3. **Deletion Requests:** Businesses can request the deletion of data from deactivated surveys at any time. Upon deactivation, businesses will receive a **7-day notice** to reactivate their surveys before the data becomes eligible for deletion.
- 6.3. **For Customers**
 - 6.3.1. **Survey Data Retention:** Personal information collected through surveys will be retained for **6 months** from the last interaction with a survey. During this time, businesses may use the abstracted and anonymized data for analysis, but no identifiable data will be shared with businesses.
 - 6.3.2. **Deletion Requests:** Customers have the right to request the deletion of their data both on the website and through third-party platforms (Instagram, WhatsApp). Instructions for submitting deletion requests will be clearly visible on the Website and through chat support.
 - 6.3.3. **Browser Data Deletion:** For data submitted via web browsers, deletion cannot be processed directly through the browser. Customers must contact us through the Website to initiate the deletion request.
- 6.4. All deletion requests will be verified and processed securely. While we will honor most deletion requests, You understand and agree that certain data related to you may be retained beyond this period if we reasonably believe it is necessary to prevent fraud, mitigate potential abuse, allow us to exercise our legal rights, defend against legal claims, or fulfill other legitimate purposes required by law or for analytical and research purposes. Additionally, we may continue to retain your Personal Information for the following purposes, including but not limited to:
 - 6.4.1. **Legitimate Business Interest:** We may retain your Personal Information as necessary for our legitimate business interests, such as the prevention of money laundering, fraud detection and prevention, and enhancing safety;

- 6.4.2. **Legal, Tax, Reporting, and Auditing Obligations:** We may retain and use your Personal Information to the extent necessary to comply with our legal, tax, reporting, and auditing obligations;
- 6.4.3. **Shared Information:** Information you have shared with others, such as reviews and forum postings, may continue to be publicly visible on the Platform, even after your access/use is restricted; and
- 6.4.4. **Residual Copies:** Because we take measures to protect data from accidental or malicious loss and destruction, residual copies of your Personal Information may not be removed from our backup systems for a limited period of time

7. HOW DO WE PROVIDE FOR THE SECURITY OF YOUR PERSONAL INFORMATION WITH US?

- 7.1. We prioritize the security of your data, utilizing secure cloud servers such as Google Cloud Services, where your Personal Information is encrypted at rest, adding an extra layer of protection against unauthorized access. We implement reasonable physical, electronic, and procedural safeguards to ensure the confidentiality and integrity of your information. Accessing your information is facilitated through a secure server, and once in our possession, your data is subject to strict security guidelines to prevent unauthorized access. Further, access to your information is restricted to our internal team members only to maintain confidentiality and security.
- 7.2. You understand and agree that despite the security measures in place, we cannot be held liable for any issues related to data security. Nevertheless, we implement reasonable physical, electronic, and procedural safeguards to maintain the confidentiality and integrity of your information.
- 7.3. While we take comprehensive measures to safeguard your information, by using our Platform, you accept and understand the security implications inherent in transmitting data over the Internet and the World Wide Web. Despite our diligent efforts, complete security cannot be guaranteed, and inherent risks persist. Rest assured, we are dedicated to continuously enhancing our security protocols to effectively mitigate emerging threats and uphold the trust of our Users.

8. HOW DO WE HANDLE DATA BREACHES AND SECURITY INCIDENTS?

- 8.1. In the event of a data breach or security incident, we maintain a proactive approach to ensure swift resolution and mitigate potential risks. We have established a comprehensive incident response plan designed to address such occurrences promptly and effectively:
 - 8.1.1. **Identification:** We promptly identify and acknowledge any signs of a data breach or security incident within our systems or infrastructure;
 - 8.1.2. **Containment:** Immediate action is taken to contain the impact of the breach, preventing further unauthorized access or damage to data;
 - 8.1.3. **Notification:** We prioritize transparency by promptly notifying affected parties, including Users and relevant stakeholders, about the breach and its potential impact on their data;

- 8.1.4. **Collaboration:** We collaborate with relevant authorities, such as regulatory bodies and law enforcement agencies, to report the incident and comply with any legal obligations or regulatory requirements; and
- 8.1.5. **Post-Incident Assessment:** Following the resolution of the incident, we conduct thorough assessments to evaluate the effectiveness of our response measures and identify areas for improvement.

9. DO WE TRANSFER YOUR PERSONAL INFORMATION ACROSS THE BORDER?

- 9.1. While our primary practice is to store all data on servers located within the USA it's important to note that certain circumstances may necessitate the transfer of your Personal Information to countries outside your residential country. These transfers may occur for various purposes outlined in this Policy.
- 9.2. You understand and accept that other countries may have differing (and potentially less stringent) laws relating to the degree of confidentiality afforded to the information it holds and that such information can become subject to the laws and disclosure requirements of such countries, including disclosure to governmental bodies, regulatory agencies, and private persons, as a result of applicable governmental or regulatory inquiry, court order or other similar processes. In addition, a number of countries have agreements with other countries providing for the exchange of information for law enforcement, tax, and other purposes.
- 9.3. If we transfer your Personal Information to third parties for purposes stated in this Policy, we will use our best endeavors to put in place appropriate controls and safeguards to ensure that your Personal Information is kept accurate, adequately protected, and processed only for specified and reasonable purposes in a manner that is fair, transparent and has a lawful basis, and is stored for no longer than is absolutely necessary.

10. WHAT ARE YOUR RIGHTS AS A DATA SUBJECT?

- 10.1. You, as a data subject, have certain rights to your Personal Information with us, as under:
 - 10.1.1. **Right to access:** The right to request to know and access the categories and specific pieces of Personal Information (also called "personal data") we have collected about you.
 - 10.1.2. **The Right to Correct.** The right to request that we amend or update your Personal Information where it is inaccurate or incomplete.
 - 10.1.3. **The Right to Delete.** The right to request that we delete any personal information we have collected about you. We will delete your Personal information if we have no other legal ground or purpose to retain it.
 - 10.1.4. **The Right to Opt-Out of Sale.** We do not "sell" your information as the word "sell" is commonly understood. In other words, we do not give your Personal Information to data brokers or other third parties in exchange for money. Some state laws, such as the California, Colorado and Connecticut privacy laws broadly define a "sale" to include any sharing of personal information with third parties in exchange for monetary or other valuable consideration.

- 10.1.5. **The Right to Opt-Out of Targeted Advertising.** “Targeted advertising” means displaying advertisements to a consumer where the advertisement is selected based on Personal Information obtained from that consumer’s activities over time and across nonaffiliated websites or online applications to predict such consumer’s preferences or interests. This may also be referred to as cross-context behavioral advertising, interest-based or tailored ads.
- 10.1.6. **The Right not to Receive Discriminatory Treatment.** Businesses cannot discriminate or retaliate against you for exercising your privacy rights. The fact that you have elected to exercise these rights will have no adverse effect on the price and quality of our services or products.
- 10.1.7. **Right to Appeal:** If you are a New Jersey resident and want to appeal our decision with regard to a request that you have made, please contact myatomicinputs@gmail.com. Within forty-five (45) days of receipt of an appeal, we will inform you in writing of any action taken or not taken, including an explanation of our reasons in reaching the decision. If the appeal is denied, you may contact New Jersey’s Office of the Attorney General, Division of Consumer Affairs in the Department of Law and Public Safety by phone at (800)-242-5846 or by submitting a form [here](#).
- 10.1.8. In relation to the above, you can exercise such right by sending us an email with your request to myatomicinputs@gmail.com along with the necessary proof of identity requirements that we may require prior to processing such a request from you.
- 10.1.9. It’s important to note that we may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.
- 10.1.10. **State-Specific Rights:** For Users residing in California, Colorado, Connecticut, Delaware, Florida, Iowa, Montana, Nevada, Oregon, Texas, Utah, Vermont, Virginia, or Washington, or are otherwise protected by privacy or consumer health data laws in those jurisdictions, please refer to *Schedule- I* that supplements our main Privacy Policy and outlines specific rights afforded to you as a data subject.
- 10.1.11. **User’s Rights Outside United States:** For the Users residing in Canada and India please refer to *Schedule II and Schedule III* which provides for User rights, safeguards for international data transfers, and contact information for inquiries.
- 10.2. Nevada Revised Statutes permits a Nevada resident to opt out of future sales of certain covered information that the Platform operator has collected or will collect about the resident. To submit such a request, please contact us at myatomicinputs@gmail.com.
- 10.3. We encourage you to review the applicable schedules for your region to understand your data subject rights pertaining to your Personal Information in accordance with local laws and regulations.
- 10.4. Additionally, please note that all the schedules annexed are supplemental to the main Privacy Policy and shall be considered a part of the main Privacy Policy.

11. ARE CHILDREN ALLOWED TO USE OUR PLATFORM ?

- 11.1. This Platform does not encourage use by individuals under the age of eighteen (18) years old ("**Minors**"). However, if they do access our Platform and/or Services either by virtue of participating in surveys or otherwise, they shall access under the supervision of their Guardian.
- 11.2. If you are a parent or legal guardian ("**Guardian**") and believe your child has provided us with Personal Information, we urge you to promptly contact us at myatomicinputs@gmail.com. Upon verification of your Guardian status, we will promptly take all necessary steps to remove and delete such information from our records.

12. HOW CAN YOU EXPRESS YOUR COMPLAINTS AND CONCERNS?

User satisfaction is one of the key focus areas and an integral part of our Company's founding principles and business policies. We strongly believe that User satisfaction is the most important factor in the growth and development of our business and hence, we have adopted User-centricity as a priority in developing our business processes. The terms below shall constitute our "**User Grievance Redressal Policy**" which outlines the framework for addressing User grievances:

- 12.1. Objective: The objective of this Grievance Policy is to provide a framework:
 - 12.1.1. to ensure the provision of timely and effective resolution of issues raised by Users; and
 - 12.1.2. to keep Users informed about the manner in which they can reach out to us to resolve their queries and grievances.
- 12.2. Governing Principles: The policy on grievance redressal is governed by the following principles:
 - 12.2.1. User shall be treated fairly at all times;
 - 12.2.2. Issues raised by Users are always attended to with courtesy and on time;
 - 12.2.3. Users are provided with effective and satisfactory resolution within a reasonable time period; and
 - 12.2.4. Users are fully informed of avenues to escalate their issues/ grievances if they are not fully satisfied with the response to their complaints.
- 12.3. User Support: Any User can reach out to our User support team/ representative through electronic mode by way of email communication at myatomicinputs@gmail.com;
- 12.4. Must Know: You must know and understand that:
 - 12.4.1. We DO NOT solicit confidential details like your OTP/CVV/PIN/Card Number/ Bank account details through any means other than explicitly mentioned by us. We never call Users/customers with offers, discounts, and offering free gifts.
 - 12.4.2. Scammers/fraudsters attempt various techniques such as 'phishing', to contact, influence, and defraud consumers. We regularly caution our Users against sharing any personal or payment-sensitive information with unknown persons as such sharing leads to unauthorized use and/or fraud and consequent financial loss.

- 12.4.3. We shall not be liable for any loss, damage, or expense incurred by a User where the User has shared personal and/or payment-sensitive information with scamsters/fraudsters.
- 12.4.4. Additionally, we also request and encourage our Users to report such attempts or incidents to us at myatomicinputs@gmail.com to enable us to investigate and explore legal recourse.
- 12.4.5. We rely on payment partners and banks. In certain cases involving payment/refund issues, we might see a delay as that is beyond our control once we pass the investigation to them; however, we try our best not to exceed reasonable timelines.

13. HOW ARE CHANGES MADE TO THIS POLICY?

This Policy may be updated at our sole discretion or due to changes in the law. Such changes, unless otherwise stated, will be effective from the day and date of posting on the Platform. We reserve the right to update the Policy without obligation to notify Users. It is recommended that you regularly review this Policy for any changes, as your continued access and use of the Platform will be considered your approval and acceptance of all modifications to this Policy. In cases where applicable law mandates, we may notify you of updates through email. If you do not agree with this Policy governing our Platform, please refrain from using the Platform

14. HOW CAN YOU CONTACT US?

Should you need additional information or have any questions or complaints regarding the handling of your Personal Information, please reach out to us in writing at:

Email: myatomicinputs@gmail.com

Annexure - A: Meta Compliance

This Annexure outlines compliance measures and practices undertaken by the Platform to align with Meta's requirements and ensure responsible data usage, particularly for integrations with Meta Platforms such as Instagram and WhatsApp.

1. Scope of Compliance

This Annexure is an integral part of our Privacy Policy and is intended to outline specific compliance measures related to the use of Meta Platforms. It applies to all Users, including Businesses and Customers, who interact with the Services provided through our Platform. These Services include survey distribution via QR codes, NFC tags, and integrations with Meta Platforms, such as [Instagram Graph API](#) and [WhatsApp Business API](#), with potential for future enhancements and integrations.

2. Data Collection and Use

- 2.1. We collect certain Personal Information from Users who access our Platform and/or Services. The details of the information we collect are outlined in Section 2 of this Policy.

3. Data Usage and Sharing

- 3.1. The data collected from Users is utilized for the purposes outlined in Section 4 of this Policy. This includes, but is not limited to, improving the functionality of the Platform, and analyzing User behavior and preferences for improving our Services and User experience.
- 3.2. We do not share Personal Information with any third-party entities unless explicitly stated in Section 5 of this Policy or required by law. Any data sharing with third parties, if it occurs in the future, will be governed by this Policy and will ensure the protection of Personal Information. Further, we ensure that no Personal Information of Customers is shared directly with Businesses. Instead, only anonymized and aggregated data insights are provided to Businesses. The sharing of anonymized data helps Businesses understand user engagement and optimize their offerings without compromising individual privacy.
- 3.3. In line with our commitment to data protection and legal compliance, all requests for Personal Information from public authorities are handled in accordance with the processes outlined in Section 5 of this Policy. Specifically, such requests are subject to review for legality, and we reserve the right to challenge any unlawful or overly broad requests. Additionally, we follow a data minimization policy and ensure that only the minimum required data is disclosed. Detailed documentation of these requests, including the requesting authority and our legal response, is maintained for accountability.
- 3.4. Users are encouraged to review Meta's privacy policies as these govern how Meta Platforms handle data that is collected and processed through integrations with Meta Platforms, such as Instagram and WhatsApp. Please note that once data is shared with Meta Platforms, [Meta's privacy](#), and other data handling policies will apply.

4. Data Retention Policies

We retain certain Personal Information from Users who access our Platform and/or Services. The retention periods for the Personal Information we collect are outlined in Section 6 of this Policy.

5. Security Measures

The Platform employs advanced security protocols specifically designed to safeguard data, as outlined in Section 7 of this Policy. Additionally, Users are encouraged to review Meta's security documentation for detailed insights into the protections applicable to Instagram Graph API and WhatsApp Business API integrations.

6. User Rights

- 6.1. In accordance with Meta's transparency requirements and applicable data protection regulations, Users have the right to exercise their rights related to Personal Information, as detailed in Section 10 and the attached Schedules of this Privacy Policy. These rights include, but are not limited to, the right to access, correct and delete their data. For more information on how to exercise these rights, Users are encouraged to refer to Section 10 and the attached Schedules.

Schedule I- United States Residents

If you reside in California, Colorado, Connecticut, Delaware, Florida, Iowa, Montana, Nevada, Oregon, Texas, Utah, Vermont, Virginia, or Washington, or are otherwise protected by privacy laws in those jurisdictions, this schedule supplements our main Privacy Policy and outlines specific rights and protections afforded to you.

A. YOUR PRIVACY RIGHTS:

- *Right to access:* You can access the information that has been provided by you by reaching out to us at myatomicinputs@gmail.com.
- *Right to withdraw consent:* The consent that you provide for the collection, use, and disclosure of your Personal Information will remain valid until such time it is withdrawn by you in writing. If you withdraw your consent, we will stop processing the

relevant Personal Information except to the extent that we have other grounds for processing such Personal Information under applicable laws. We will respond to your request within a reasonable timeframe. You may withdraw your consent at any time by contacting us; and

- **Right to Opt-Out:** You have the right to opt out of certain processing activities, such as the sale of Personal Information or the use of Personal Information for targeted advertising purposes. VrajX's Atomic Inputs will respect your preferences and refrain from such activities upon your request.
- **Right to correction:** You are responsible for maintaining the accuracy of the information you submit to us, including but not limited to your Contact Information. For any necessary updates or corrections to your Personal Information, Users can easily modify details using the provided Platform's functionalities or by reaching out to us at myatomicinputs@gmail.com.
- **Right of Access and Portability:** In some jurisdictions, applicable law may entitle you to request certain copies of your Personal Information or information about how we handle your Personal Information, request copies of Personal Information that you have provided to us in a structured, commonly used, and machine-readable format, and/or request that we transmit this information to another service provider, where technically feasible.
- **Right of Erasure:** In some jurisdictions, you can request that your Personal Information be deleted.

B. DATA CONTROLLER:

Under various U.S. privacy laws, including but not limited to the **California Consumer Privacy Act (CCPA)** and other state-specific regulations, we act as the "controller" of Personal Data. To ensure compliance, we operate our services in a manner that guarantees: Personal Data is processed fairly, lawfully, and transparently; and it is collected and used only for legitimate and specified purposes.

C. APPEAL PROCESS:

If you disagree with the Company's response to your privacy rights request or believe your rights have not been adequately addressed, you have the right to appeal. You can submit your appeal in writing to our Data Protection Officer at myatomicinputs@gmail.com with the subject line "Appeal of Privacy Rights Request" or you can send us a notice at the following address

Email: myatomicinputs@gmail.com

D. DATA RETENTION AND DE-IDENTIFICATION:

We are committed to retaining Personal Information only for as long as necessary to fulfill the purposes for which it was collected, as outlined in our main Privacy Policy (see Section 6). We may also take measures to de-identify Personal Information in accordance with applicable laws and regulations.

E. ADDITIONAL INFORMATION:

For more detailed information on how we handle your Personal Information, including our data collection practices, security measures, and third-party disclosures, please refer to our main Privacy Policy available.

Schedule II- Canada Residents

We are committed to upholding the privacy rights of our Users in Canada. This schedule outlines our compliance with Canadian privacy laws, including the **Personal Information Protection and Electronic Documents Act (PIPEDA)** and any applicable provincial privacy legislation.

While our Privacy Policy details our overall data practices, this section specifically addresses the rights and protections available to residents of Canada regarding their Personal Data.

Definition of Personal Data

“Personal Data” refers to information about an identifiable individual, as defined under *PIPEDA*. This includes but is not limited to, information such as your name, address, email

address, phone number, and other identifying details. *The term “Personal Data” should be considered fundamentally interchangeable with the expression “Personal Information” for the purposes of this Privacy Policy.*

YOUR RIGHTS:

Canadian residents have several rights concerning their Personal Data. These rights include:

1. Right to Access Personal Data

You have the right to request access to your Personal Data held by us. Upon request, we will provide you with a copy of the information in our possession, subject to certain exceptions provided by law.

2. Right to Correct Personal Data

If you believe that any Personal Data we hold about you is incorrect or incomplete, you have the right to request corrections. We will make the necessary updates to ensure your information is accurate and up-to-date.

3. Right to Withdraw Consent

You may withdraw your consent to our processing of your Personal Data at any time, subject to legal or contractual restrictions. If you withdraw your consent, this may affect our ability to provide you with certain services.

4. Right to Data Portability

In certain circumstances, you have the right to request a copy of your Personal Data in a structured, commonly used, and machine-readable format and to have that data transmitted to another data controller.

5. Right to Object to Processing

You have the right to object to the processing of your Personal Data for specific purposes, such as direct marketing. We will cease processing your data for these purposes upon receiving your objection.

6. Right to Erasure

You have the right to request the deletion of your Personal Data, subject to certain exceptions such as for compliance with legal obligations or the defense of legal claims.

7. Right to Restrict Processing

You have the right to request the restriction of processing your Personal Data in certain circumstances, such as when you contest the accuracy of the data or when processing is unlawful.

HOW TO EXERCISE YOUR RIGHTS?

To exercise any of these rights, please contact us at myatomicinputs@gmail.com. Requests should include sufficient information for us to verify your identity and understand the nature of your request (e.g., name, address, email address).

We will respond to your request within the timeframes required by applicable law. In some cases, we may need to extend the response period, particularly for complex or numerous requests. We will inform you of any such extensions.

FEES FOR REQUESTS:

We will generally process your requests *free of charge*. However, if a request is manifestly unfounded or excessive, we may charge a reasonable fee or refuse to act on the request. We will notify you of any fees in advance.

BASIS FOR PROCESSING:

We will process your Personal Data based on one or more of the following lawful bases:

- **Consent:** Where you have provided explicit consent for processing.
- **Contractual Necessity:** Where processing is necessary for the performance of a contract to which you are a party.
- **Legal Obligation:** Where processing is required to comply with a legal obligation.
- **Legitimate Interests:** Where processing is necessary for our legitimate interests or the legitimate interests of a third party, provided such interests are not overridden by your rights and freedoms

PROCESS OF APPEAL:

If you disagree with the Company's response to your privacy rights request or believe your rights have not been adequately addressed, you have the right to appeal. You can submit your appeal in writing to our Data Protection Officer at myatomicinputs@gmail.com with the subject line "Appeal of Privacy Rights Request" or you can send us a notice at the following address

Email: myatomicinputs@gmail.com

RIGHT TO LODGE A COMPLAINT WITH A SUPERVISORY AUTHORITY:

If you are not satisfied with our response to your appeal, you have the right to lodge a complaint with the Office of the Privacy Commissioner of Canada or the relevant provincial privacy authority.

For more information on how to contact the Office of the Privacy Commissioner of Canada, please visit here- <https://www.priv.gc.ca/en/contact-the-opc/>.

Schedule III- India Residents

We are committed to safeguarding the privacy rights of our Users in India. This schedule outlines our compliance with Indian privacy laws, including the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (IT Rules)**, and the **Digital Personal Data Protection Act (DPDPA), 2023**. These regulations ensure that Personal Data is processed fairly, lawfully, and transparently.

YOUR DATA SUBJECT RIGHTS:

- *Right to Consent:* Your explicit consent is required for the collection and processing of your Sensitive Personal Data or Information (SPDI).
- *Right to Access:* You have the right to access your Personal Data and obtain a copy of it.

- *Right to Correction:* You can request corrections to any inaccurate or incomplete Personal Data.
- *Right to Withdrawal of Consent:* You can withdraw your consent to the processing of your Personal Data at any time.
- *Right to Review Information:* You can review the information you have provided and ensure it is accurate and up-to-date.
- *Right to Grievance Redressal:* You have the right to lodge a complaint regarding the processing of your Personal Data with our Grievance Officer.

DATA RETENTION AND DE-IDENTIFICATION:

We are committed to retaining Personal Information only for as long as necessary to fulfill the purposes for which it was collected, as outlined in our main Privacy Policy (see Section 6). We may also take measures to de-identify Personal Information in accordance with applicable laws and regulations.

APPEAL PROCESS:

If you disagree with the Company's response to your privacy rights request or believe your rights have not been adequately addressed, you have the right to appeal. You can submit your appeal in writing to our Data Protection Officer at myatomicinputs@gmail.com with the subject line "Appeal of Privacy Rights Request."

LODGING A COMPLAINT:

If you believe your rights have been violated or are dissatisfied with our response, you have the right to lodge a complaint with the **Office of the Data Protection Commissioner of India (DPIC)**. The DPIC is responsible for handling complaints related to data protection and ensuring compliance with the DPDPA.

ADDITIONAL INFORMATION:

For more detailed information on how we handle your Personal Information, including our data collection practices, security measures, and third-party disclosures, please refer to our main Privacy Policy available.