Privacy Policy & Terms

This Privacy Policy describes how Insaan Group ("Insaan", "we", "us", "our") collects, uses, maintains, and shares your information in connection with data collected online and offline in relation to:

• The services we provide to users who visit the Impact Footprint Website, located at (<u>https://impactfootprint.app/</u>) ("Website"), (collectively, the "Website Users"); and

European residents can learn about their additional privacy rights in the "Notice to European Users" section below.

1. Personal Information We Collect

We collect personal information about Website Users. These individuals may voluntarily provide information about themselves as well as about other individuals (e.g. an individual may provide information about their organisation's team). This information may include:

Information About Website Users:

We and our service providers may use cookies, browser web storage (also known as locally stored objects, or "LSOs"), web beacons, and similar technologies to automatically collect information about your interaction with our Website through your computer or mobile device, including:

- Device data, such as your computer or mobile device operating system type and version number, manufacturer and model, device identifier, browser type, screen resolution, IP address, and general location information such as city, state or geographic area;
- Online activity data, such as the website you visited before browsing to our Website, and information about your use of and actions on our Website, including pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and length of access, and how you respond to emails we send you; and
- Feedback or correspondence, such as information you provide when you contact us with questions, feedback, or otherwise correspond with us online.

Information About Website Users:

Third party sources. We may combine personal information we receive from you with personal information we obtain from other sources, our affiliates or partner organizations, such as:

- Crowdfunding platforms;
- Data providers; and
- Social media pages: we have pages on social media sites like YouTube, Facebook, Instagram, Twitter and LinkedIn **("Social Media Pages").** When you interact with our Social Media Pages, we will collect personal information that you elect to provide to us, such as your contact details. In addition, the companies that host our Social Media Pages may provide us with aggregate information and analytics regarding the use of our Social Media Pages.

2. How We Use Information We Collect

We use the personal information of Website Users to:

- Provide marketing communications about our Website that may be of interest to you, respond to your inquiries, and send you promotional messages, advertising, surveys, and other information that may be of interest to you. We may send you direct marketing communications as permitted by law. You will have the ability to opt out of our marketing and promotional communications as described in the "Your Choices" section below;
- Contract with third-party advertising companies and social media companies to display ads on other sites. These companies may use cookies and similar technologies to collect information about our Website Users (including the Device Data and Online Activity data described above) over time across our and others' sites or your interaction with our emails, and use that information to serve ads that they think will interest you. These ads are known as "interest-based advertisements." You can learn more about your choices for limiting interest-based advertising, in the "Your Choices" section below;
- Understand your needs and interests, and personalize your experience with the Website and our communications;
- Create anonymous data from personal information by excluding information that makes the data personally identifiable, and use that anonymous data for market research and other lawful business purposes;
- Provide support and maintenance for the Website, analyze and improve our Website; and
- To respond to your requests, questions and feedback.

We may use the personal information of Website Users for the following purposes:

- Research and development. We may create aggregated, de-identified or other anonymous data from personal information we collect. We may use this anonymous data and share it with third parties for our lawful business purposes, including to analyze and improve the Website and our internal policies and practices aligned with our organization's non-profit mission;
- To Comply with Law. We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities; and
- For Compliance, Fraud Prevention and Safety. We may use your personal information and disclose it to law enforcement, government authorities, and private parties as we believe necessary or appropriate to: (a) protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims); (b) enforce the terms and conditions that govern the Website; and (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.
- To communicate with donors. We may use your personal information in our communications with our donors to provide them with updates about our programming, activities and research.

3. How We Share Personal Information

Donors. For Website Users, we may share your personal information in our communications with our donors to update and inform them about our programming and activities.

Affiliates. Our subsidiaries and affiliates, for purposes consistent with this Privacy Policy.

Service providers. Companies and individuals that provide the Website on our behalf or help us operate the Website (such as hosting, information technology, customer support, email delivery, and website analytics).

Professional advisors. Professional advisors, such as lawyers, auditors, bankers, and insurers, where necessary in the course of the professional services that they render to us.

Authorities and others. Law enforcement, government authorities, and private parties, as we believe in good faith to be necessary for the compliance and protection purposes described above.

Business transferees. Acquirers and other relevant participants in business transactions (or negotiations for such transactions) involving a corporate divestiture, merger, consolidation, acquisition, reorganization, sale, or other disposition of all or any portion of the organization or assets of, or equity interests in, our organization (including, in connection with a bankruptcy or similar proceedings).

4. Your Choices

Access to information. You may update or correct your information by logging into your Impact Footprint account or contacting us at the contact information provided below.

Cookies. Most browser settings let you delete and reject cookies placed by websites. Many browsers accept cookies by default until you change your settings. If you do not accept cookies, you may not be able to use all functionality of the Website and it may not work properly. For more information about cookies, including how to see what cookies have been set on your browser and how to manage and delete them, visit <u>www.allaboutcookies.org</u>.

Opt out of marketing communications. You may opt out of marketing-related communications by following the optout or unsubscribe instructions contained in the marketing communication we send you.

Do Not Track. Some Internet browsers may be configured to send "Do Not Track" signals to the online websites that you visit. We currently do not respond to "Do Not Track" or similar signals. To find out more about "Do Not Track," please visit <u>http://www.allaboutdnt.com</u>

5. Other Sites and Website

The Website may contain links to websites and other online websites operated by third parties, including the organizations with which we partner. In addition, our content may be integrated into web pages or other online websites that are not associated with us. These links and integrations are not an endorsement of, or representation that we are affiliated with, any third party. We do not control services or online websites operated by third parties, and we are not responsible for their actions.

6. International Data Transfer

We are registered in the United States with affiliates and website providers that operate in other countries. Your personal information may therefore be processed in the United States or transferred to other locations where privacy laws may not be as protective as those in your state, province, or country.

7. Security

We employ a number of technical, organizational and physical safeguards designed to protect the personal information we collect. However, no security measures are failsafe and we cannot guarantee the security of your personal information.

8. Children

The Website is not intended for use by children under 13 years of age. If we learn that we have collected personal information through the Website from a child under 13 without the consent of the child's parent or guardian as required by law, we will delete it.

9. Changes to This Privacy Policy

We reserve the right to modify this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on the Website.

10. How to Contact Us

You can reach us by email at: support@impactfootprint.app.

Notice to European Users

The information provided in this "Notice to European Users" section applies only to individuals in Europe.

Personal information. References to "personal information" in this Privacy Policy are equivalent to "personal data" governed by European data protection legislation.

Controller. Insaan is the controller of your personal information covered by this Privacy Policy for purposes of European data protection legislation.

Legal basis for processing. We use your personal information only as permitted by law. Our legal bases for processing the personal information described in this Privacy Policy are described in the table below.

Processing Purpose	Legal Basis
To operate our Website	Processing is necessary to perform the contract
	governing our provision of our Website or take steps
	that your request prior to signing up for the Website. If
	we have not entered into a contract with you, we
	process your personal information based on our
	legitimate interest in providing the Website you access
	and request.
• For research and development	These activities constitute our legitimate interests. We
 For marketing and advertising purposes 	do not use your personal information for these activities
• For compliance, fraud prevention and safety	where our interests are overridden by the impact on you
• To communicate with our donors	(unless we have your consent or are otherwise required
• Sharing your personal information as described in	or permitted to by law).
this Privacy Policy	
To comply with law	Processing is necessary to comply with our legal
	obligations.
With your consent	Processing is based on your consent. Where we rely on
	your consent you have the right to withdraw it any time
	in the manner indicated when you consent or in the
	Website.

Use for new purposes. We may use your personal information for reasons not described in this Privacy Policy where permitted by law and the reason is compatible with the purpose for which we collected it. If we need to use your personal information for an unrelated purpose, we will notify you and explain the applicable legal basis.

Sensitive personal information. We ask that you not provide us with any sensitive personal information (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Website, or otherwise to us.

If you provide us with any sensitive personal information when you use the Website, you must consent to our processing and use of such sensitive personal information in accordance with this Privacy Policy. If you do not consent to our processing and use of such sensitive personal information, you must not submit such sensitive personal information through our Website.

Retention. We retain personal information for as long as necessary to fulfill the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements, to establish or defend legal claims, or for fraud prevention purposes.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

When we no longer require the personal information we have collected about you, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible. If we anonymize your personal information (so that it can no longer be associated with you), we may use this information indefinitely without further notice to you.

Cross-border Data Transfer. If we transfer your personal information from Europe to another country such that we are required to apply appropriate safeguards to your personal information under European data protection laws, we will do so. Please contact us for further information about any such transfers or the specific safeguards applied.

Your rights. Data protection laws give you certain rights regarding your personal information. If you are located in Europe, you may ask us to take the following actions in relation to your personal information that we hold:

- Access. Provide you with information about our processing of your personal information and give you access to your personal information.
- Correct. Update or correct inaccuracies in your personal information.
- Delete. Delete your personal information.
- Transfer. Transfer a machine-readable copy of your personal information to you or a third party of your choice.
- **Restrict.** Restrict the processing of your personal information.
- **Object.** Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.

You may submit these requests by email to: <u>support@impactfootprint.app</u>. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or our response to your requests regarding your personal information, you may contact us or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator here.

Website Terms of Use

These Terms of Use (**"Terms of Use"**) is a binding legal contract between you (**"You" or "Your"**) and Insaan Group (**"Insaan"**, **"we"**, **"us"**, **"our"**). These Terms of Use govern Your access to and use of the website and offered by Insaan at <u>https://impactfootprint.app/</u> (collectively, the **"Service"**). By accessing or using any part of the Service, You agree and acknowledge that You will be bound by these Terms of Use. If You do not agree to these Terms of Use, permitted to use or access the Service.

Insaan may change, add or remove portions of the Terms of Use from time to time, and such changes shall become effective immediately upon posting. It is Your responsibility to review the Terms of Use prior to each use of the Service, and by continuing to use the Service, You agree to any changes, additions and removals.

Access and Use of Website

1. **Impact Footprint Website and Service.** The Service and all of its contents are protected by copyright, trademark, service mark, trade name and other intellectual property, and are owned or controlled by Insaan, its affiliates and licensors. Except for the limited rights to access granted in these Terms of Use, Insaan and its licensors retain all right, title and interest in the Service and all proprietary rights in the Service, including without limitation copyrights, patents, trademarks, service marks and trade names. Insaan may change, suspend, or discontinue any aspect of the Service at any time. Insaan, its suppliers and service providers reserve all rights not granted in these Terms of Use.

2. **Right to Access.** Insaan grants You a personal, revocable, nontransferable, nonexclusive right to access and use the Service for personal, non-commercial purposes, conditioned on Your continued compliance with these Terms of Use.

3. Limitations on Access The rights granted to You in these Terms of Use is restricted as follows:

a) Limitations on Copying and Distribution. You may download or copy downloadable items displayed on the Service for personal, non-commercial use only, provided that You maintain and display all copyright, trademark and other notices contained therein.

b) Limitations on Use. You may use and access the Service solely for Your personal, non-commercial use. All use of the Service must be in accordance with these Terms of Use. You may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Service or any contents, information, data or materials provided through the Service in any manner not expressly permitted by these Terms of Use or the Service. You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service, or directly or indirectly permit any third party to use or copy any of the Services. You may not: (i) use any "deep link", "page scrape", "robot", "spider", or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Service; (ii) attempt to gain unauthorized access to any portion or feature of the Service, including without limitation, the account of any other authorized user or any other systems or networks connected to the Service or to any server used by Insaan or to any of the services offered on or through the Service, by hacking, password "mining" or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Service or any network connected to the Service, or breach the security or authentication measures on the Service, or any network connected to the Service; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Service; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or systems or networks of Insaan or networks connected to the Service; (vi) use any device, software, or routine to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service; (vii) use the Service to harvest or collect e-mail addresses or other contact information: (viii) market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use the Service without the express, separate and prior written permission of Insaan; (ix) create an intact reproduction of a page or pages of the Service into another service; or (x) use the Service in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Insaan.

c) Non-Solicitation. You may not post or transmit through the Service any material which contains advertising or any solicitation with respect to products or services.

d) Limitations on Reverse Engineering and Modification. You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Service or any materials accessed through the Service.

e) Proprietary Notices. You may not remove any proprietary notices, including copyright and trademark notices, or labels from the Service on any materials accessed through the Service.

f) Compliance with Applicable Law. You are solely responsible for ensuring Your use of the Service is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.

4. User Obligations. By downloading, accessing, or using the Service in order to view information and materials or submit Material (as defined below) of any kind, You represent that You:

(i) are at least eighteen (18) years of age, or between thirteen (13) and seventeen (17) years of age and using the Service with parental or legal guardian consent and supervision; and

(ii) are registered to the extent required, and have not been previously restricted, suspended or terminated by Insaan; and

(iii) are not using another authorized user's account without that person's permission.

5. Other Terms and Conditions. Additional notices or terms and conditions may apply to receipt of services, participation in a particular program, training, authorized user registration to other specific portions or features of the Service, all of which are made a part of these Terms of Use by this reference. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Service, the latter terms shall control with respect to Your use of that portion of the Service.

6. Third Party Material. The Services may contain certain materials provided by a third party. Under no circumstances will Insaan be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

7. Links to Other Services. Insaan may provide links, in its sole discretion, to other services. Insaan is not responsible for the availability of these outside resources or their contents. Insaan expressly disclaims any responsibility for the content, materials, accuracy of information and/or the quality of the products or services provided by, available through, or advertised on these third-party services, or the products or services provided by any third party.

8. Password and Security.

a) Certain portions of the Services may require registration. Registration by You as an authorized user for access to certain areas of the Service may require both a user name and a password **("Authorized User Credentials").** You may also have to provide certain registration information, all of which must be accurate and updated. You are not allowed to share or give Your Authorized User Credentials to anyone else. You are responsible for maintaining the confidentiality of Your password.

b) You agree not to use another person's Authorized User Credentials or select Authorized User Credentials:

(i) with the intent to impersonate another person;

(ii) subject to the rights of another person without authorization;

(iii) in violation of the intellectual property rights of another person; or

(iv) that Insaan, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status.

c) You acknowledge and agree that You shall have no ownership or other property interest in Your account and/or user name, and You further acknowledge and agree that all rights in and to Your user name and account are and shall forever be owned by and inure to the benefit of Insaan. Failure to comply with the foregoing shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of Your Authorized User Credentials. Insaan reserves the right to delete or change Authorized User Credentials (with or without notice) at any time and for any reason.

9. Termination.

a) These Terms of Use and Your right to use the Service will take effect the moment You access, or use the Service and will be in effect until terminated as set forth below. This right will automatically terminate in the event You breach any of these terms. Termination will be effective without notice. You may terminate these Terms of Use at any time by ceasing to use the Service. All applicable provisions of these Terms of Use as identified below will survive termination. Upon termination, You must destroy all copies of any aspect of the Service in Your possession.

b) The following will survive termination of these Terms of Use for any reason: (i) the General section below; (ii) the provisions concerning rights in Your Materials that You have granted to Insaan; and (iii) Insaan' proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law.

10. Warranty Disclaimer. You expressly agree that use of the service is at your sole risk and you assume all risk. The service and its information, content, materials, and services are provided on an "as available," "as is" basis. To the maximum extent permitted by law, Insaan disclaims all warranties with respect to the service, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, fitness for a particular purpose, and results that may be obtained from use of the service. Insaan does not endorse, recommend, or make any warranties as to the content, information, materials, user materials, features, services, opinions, or statements available on or through the service or through links on the service. Insaan does not warrant that the service will meet your requirements, or that the operation of the service will be uninterrupted or error-free, or that defects in the service will be corrected. You specifically acknowledge that Insaan is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

11. Limitation of Liability. To the maximum extent permitted by law, in no event will Insaan be liable to you or any third party for (a) any special, incidental, consequential, punitive, or indirect damages (whether in contract, tort (including negligence), or otherwise), which include, without limitation, damages for personal injury, lost profits, lost data and business interruption, arising out of the use of, or inability to use, the service or (b) any aggregate liability in excess of one hundred dollars (\$100), even if Insaan has been advised of the possibility of such damages.

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you or be enforceable with respect to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

If you are a user from New Jersey, the foregoing sections titled "disclaimer of warranties" and "limitation of liability" are intended to be only as broad as is permitted under the laws of the state of New Jersey. If any portion of these sections is held to be invalid under the laws of the state of New Jersey, the invalidity of such portion will not affect the validity of the remaining portions of the applicable sections.

It is expressly understood and agreed that in the event any remedy hereunder is determined to have failed its essential purpose, all limitations of liability and exclusions of damages will remain in effect.

12. International User. Insaan is based in the United States. Insaan makes no representation that content, materials or products available on or through the Service are appropriate or available for use outside of the United States. If You access or use the Service from a location outside the United States, You are responsible for compliance with applicable laws, including local laws regarding online conduct and content and product use, and U.S. export laws and regulations.

13. Indemnification. You agree to indemnify, defend and hold Insaan and its affiliates and its and their respective governors, directors, officers, employees, volunteers, and agents harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out of Your use of the Service.

14. Privacy Policy. You understand, acknowledge, and agree that the operation of certain programs, services, materials, or information in the Service requires the submission, use and dissemination of various personal identifying information. Accordingly, if You wish to access and use those programs, services, materials, or information of the Service, You acknowledge and agree that Your use of the Service will constitute acceptance of the personal identifying information collection and use practices contained in the privacy policies posted on the Service.

15. General. These Terms of Use are governed by and construed in accordance with the laws of the State of New York. Any action or proceeding brought by You or Insaan shall be brought only in a court of competent jurisdiction located in the State of New York and You and Insaan agree to submit to personal jurisdiction of those courts for purposes of any action or proceeding. These Terms of Use constitute the entire understanding and agreement between Insaan and You with respect to the Service and any transactions contemplated in these Terms of Use, and supersede all prior or contemporaneous oral or written communications with respect to the subject matter of these Terms of Use. In the event any provision of these Terms of Use are found to be invalid or unenforceable pursuant to judicial decree, the remainder of these Terms of Use will remain valid and enforceable according to its terms. Any failure by Insaan to strictly enforce any provision of these Terms of Use will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of these Terms of Use.

16. Certification of Truth and Accuracy. You certify that, to the best of your knowledge, all provided information is true and accurate.

17. Consent. By submitting your organisation's Impact Footprint profile, you consent for all provided information to be published on the Impact Footprint Website.

