PRIVACY POLICY

BLACKORIGINX PRIVATE LIMITED
(TORKK)

PRIVACY POLICY

Your privacy matters to BLACKORIGINX PRIVATE LIMITED (the “Company”, “we”, “Torkk”, “us” or “our”).

This Privacy Policy (“Policy”) describes the policies and procedures on the collection, use, processing, storage, retrieval, disclosure, transfer and protection of your information, including personal information and sensitive personal data or information (“Information”), that Torkk may receive through your online access, interaction or use, of the Torkk mobile applications (“Torkk App”) or our website located at https://torkk.bike/, https://www.torkk.rentals/ (the website and Torkk App are collectively referred to as the “Torkk Platform”) or through your offline interaction with us including through mails, phones, in person, etc., or while availing our Services.

The terms “you” and “your” refer to a Captain (defined below), a Customer (defined below), a Vendor Partner (defined below) or any other user of the Torkk Platform and / or availing the Services (defined below).

The term “Services” refers to any services offered by Torkk in accordance with the terms and conditions applicable to you (and available on the Torkk Platform) whether on the Torkk Platform or otherwise.

Capital terms not defined herein have the meaning assigned to them in the terms and conditions applicable to you and available on Torkk Platform.

Please read this Policy before using the Torkk Platform or submitting any Information to Torkk. This Policy is a part of and incorporated within, and is to be read along with, the terms and conditions applicable to the users of the Torkk App available on the Torkk Platform.

USER ACCEPTANCE

By accessing or using the Torkk Platform or the Services, you agree and consent to this Policy, along with any amendments made by the Company at its sole discretion and posted on the Torkk Platform from time to time.

Any collection, processing, retrieval, transfer, use, storage, disclosure and protection of your Information will be in accordance with this Policy and applicable laws including but not limited to Information Technology Act, 2000, and the rules framed thereunder (“Applicable Laws”). If you do not agree with the Policy, please do not use or access the Torkk Platform.

You hereby represent to Torkk that:

The Information you provide to Torkk from time to time, is and will be authentic, correct, current and updated and you have all the rights, permissions and consents as may be required to provide such Information to Torkk.

Your providing of the Information as well as Torkk's consequent storage, collection, usage, transfer, access, or processing of such Information will not be in violation of any agreement, Applicable Laws, charter documents, judgments, orders and decrees.

If you disclose to us any Information relating to other people, you represent that you have the authority to do so and to permit us to use such Information in accordance with this Policy.

DEFINITIONS

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

“Captains” means independent third-party vehicle operators or riders who wish to offer services on the Torkk Platform to a user/Customer.

“Co-branded Services” shall have the meaning assigned to the term in paragraph 5(c) hereto.

“Customer” shall mean a person who wishes to receive services of the Captains or Vendor Partners on the Torkk Platform.

“Device” shall mean computer, mobile or other device used to access the Services.

“Device Identifier” shall mean IP address or other unique identifier of the Device.

“Promotion” shall mean any contest and other promotions offered by us.

“Personal Information” shall mean such categories of information that could reasonably be used to identify you personally, including your name, e-mail address, and mobile number.

“TPSP” shall mean a third-party service provider.

“Usage Information” shall have the meaning assigned to the term in paragraph 3(II) hereto.

“Vendor Partner” shall mean third party providers who offers 2-wheeler rental services on Torkk Platform.

WHAT INFORMATION DO WE COLLECT?

INFORMATION YOU PROVIDE TO US

Personal Information: We may ask you to provide certain Personal Information to us. We may collect this information through various means and in various places for the provision of Services, including account registration forms, contact us forms, or when you otherwise interact with us. When you sign up to use the Services, you create a user profile. We shall

ask you to provide only such Personal Information which is for lawful purpose connected with our Services and necessary to be collected by us for such purpose.

The Information you provide to us includes the following:

Account Information: Create or update your Torkk account which may include your email address, name, address, mobile number, gender, date of birth, photograph, login name, password, banking or payment related information (as permitted by Applicable Laws), etc.

Saved Information: While you use our Services, we may collect and store Information about you to process your requests and automatically complete forms for future transactions, including (but not limited to) your phone number, address, email address, billing information, emergency contact information, etc.

Verification Information: If you are a Vendor Partner or Captain, we may collect location details, profile picture, call and SMS details, copies of government issued identification documents such as Aadhaar, Permanent Account Number, etc., license details, and other details (KYC), vehicle related documents such as, certificate of registration, permit of vehicle, certificate of fitness, insurance, pollution certificate etc., user settings, and such other documents which evidence the health or fitness of the vehicle to provide Services on the Torkk Platform from time to time. If you are a Captain we may also require you to capture your real time self-clicked images (selfies) and upload such selfies on the Torkk Platform from time to time to verify your identity.

Background check Information: We collect background check and identity verification information of the Captains and Vendor Partners. This may include collection of Information such as driver history or criminal records (where permitted by law), and right to work. This information may also be collected by TPSP on the Company's behalf.

Other Apps: In case you sign up as a Captain or a Vendor Partner, enable features that require Torkk's access to other applications on your Device aiming to prevent and detect fraud towards the Customers.

Other Information: We collect additional Information you provide when you correspond with Torkk for customer support or report problems for troubleshooting. We also collect Information that you may submit electronically such as when you use in-app messaging, post on any message boards, provide ratings, reviews, or comments. In case you refer a friend, we may also collect, store, and use the name and contact information of your friend to promote our Services.

In addition to the foregoing, you will not upload, display, share, host, publish or transmit any information that:

Is harmful, offensive, harassing, obscene, pornographic, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or an online game that causes user harm, or otherwise unlawful in

any manner whatsoever, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;

Deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and untrue or misleading in nature

Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

INFORMATION WE COLLECT AS YOU ACCESS AND USE TORKK APP

Transaction Information: We collect transaction Information such as trip details, pick-up and drop-off addresses, distance traveled, payment transaction information (subject to Applicable Laws), etc.

Location data:

Captains and Vendor Partners: Torkk collects location data when the Torkk App is running in the foreground (app is open and on-screen) or background (app is not in use) in your mobile device. For Captains, Torkk collects location data only when the Captains have enabled the icon “On-Duty” on the Torkk App.

Customers: We collect precise or approximate location data from your Device if you enable us to do so. Torkk collects this data from the time a Service is requested until it is finished, and any time the app is running in the foreground of your Device. We use this data to enhance your use of Torkk App, including to improve pick-up locations, enable safety features, and prevent and detect fraud. Even if you have not enabled us to collect location data from your Device, Torkk collects the Captains’ location data collected during a trip, and links such location data with your account. This enables us to offer services to you, such as receipt generation and customer support, and enable safety of the Customers.

Usage Information: We, our TPSP and the Vendor Partner may use a variety of technologies that automatically (or passively) collect certain Information whenever you visit or interact with the Torkk Platform for obtaining the Services (“Usage Information”). This Usage Information may include the browser that you are using, the URL that referred you to our Services, all of the areas within our Services that you visit, and the time of day, searches and search results, or usage behavior on the Torkk App, etc.

Health related Information: If you are a Captain, we may collect certain health related Information and declarations such as body temperature, symptoms, vaccination status and other health conditions.

Device Information: We collect Information by ourselves or through integration with third-party applications which consists of technical information and aggregated usage

information, and may contain, among other things, Device Identifier of your Device, your preferred language and country site, manufacturer, software, and model of your Device, Device type, operating systems and versions, your geolocation, mobile network data, screens you have visited, your touch gestures performed in your Torkk App, your scrolling activity, and any other actions you have performed during your use of Torkk App, etc., to enhance user interface and experience on Torkk Platform, facilitate the provision of software updates, product support and other services to you, etc. Any sensitive information about other programs that you are running on your Device, passwords, and activity across other applications are not collected and all the sensitive information are masked.

SMS/Text Messages: We may collect data from SMS/ text messages upon receiving Device access permissions from you for the purposes of (i) issuing and receiving one-time passwords and other device verification, and (ii) automatically filling verification details during financial transactions, either through us or a TPSP, in accordance with Applicable Laws. We do not share or transfer SMS/ text message data to any third party other than as provided under this Policy.

Call details: If you are a Vendor Partner or a Captain, we will, additionally, record your calls with us made from the Device used to provide Services and related call details.

Other Information: We collect Information about how you interact with the Torkk App and any of our web sites to which the Torkk App links, such as how many times you use a specific part of the Torkk App over a given time period, the amount of time you spend using the Torkk App , how often you use the Torkk App, actions you take in the Torkk App and how you engage with the Torkk App, etc.

Cookies: Usage Information may be collected using a cookie. If you do not want information to be collected through the use of cookies, your browser / app settings allows you to deny or accept the use of cookies. Cookies can be disabled or controlled by setting a preference within your web browser or on your Device. If you choose to disable cookies or flash cookies on your Device, some features of the Services may not function properly or we may not be able to customize the delivery of information to you. The Company cannot control the use of cookies (or the resulting information) by third parties, and use of third-party cookies is not covered by our Policy.

INFORMATION THIRD PARTIES PROVIDE ABOUT YOU

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

USE OF INFORMATION COLLECTED

Our primary goal in collecting your Information is to provide you with an enhanced experience when using the Services. We may use your Information we collect in accordance with this Policy for the following purposes:

To enable you to access the Torkk Platform.

To verify your identity and/ or your capacity, under applicable law, to provide Services through the Torkk Platform;

To closely monitor which features of the Services are used most, to allow you to view your trip history, rate trips or bookings, and to determine which features need to be improved for enhanced user experience, including usage patterns and geographic locations to determine where we should offer or focus services, features and/or resources;

To send you a welcome email/SMS to verify your username and password;

To provide you the correct app version depending on your Device type, for troubleshooting and in some cases, marketing purposes;

To help diagnose problems with our computer server, and to administer Torkk Platform;

To send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our Services are temporarily suspended for maintenance, we might send you an email. If you do not wish to receive them, you have the option to deactivate your account;

To prevent, discover and investigate violations of this Policy or any applicable terms of service or terms of use;

To identify and/or detect security breaches or attacks, errors, fraud, money laundering, abuse and other criminal activities, and investigating and taking appropriate remedial action;

We provide some of your Personal Information (such as your name, pick up address, contact number) to the Captain or the Vendor Partner who accepts your request for Services so that the Captain or the Vendor Partner may contact and find you;

If you are a Customer, we use geo-location information for various purposes, including for you to be able to view the Captains / Vendor Partners in your area that are close to your location to provide services to you, to automatically fetch your location when you open the Torkk App, for the Captains to identify the pickup location and to allow you (if you choose through any features we may provide) to share this information with other people for your safety;

If you are a Captain, we use the geo-location information for (only when the Captain activates the icon “On-Duty” on the Torkk App) you to receive orders close to your location even when the Torkk App is not in use or closed, to enable the Customers to track the

distance of the Captains from their location for pick up, to share the exact location for the safety of the Customers, etc.;

If you are a Captain, we may share your name, vehicle number, driving license number, phone number and/or profile picture (if applicable), tracking details with our Customers to provide them the Services;

We may use your Personal Information or Usage Information that we collect about you: (a) to provide you with information or services or process transactions that you have requested or agreed to receive including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; (b) to enable you to participate in a variety of the Services' features such as online or mobile entry sweepstakes, contests or other promotions; (c) to contact you with regard to your use of the Services and, in our discretion, changes to the Services and/or the Services' policies; (d) for internal business purposes; (e) for inclusion in our data analytics; and (f) for purposes disclosed at the time you provide your Information or as otherwise set forth in this Policy;

To enhance your user experience in relation to the Torkk App or the Services, including customisation / personalization of the Torkk App or the Services;

To provide relevant offers or rewards to you, based on your consumption patterns;

To enforce our terms and conditions and this Policy, and resolve any disputes;

To provide functionality, analyse performance, fix errors, bugs, and improve the usability and effectiveness of the Torkk Platform;

To comply with Applicable Laws or requests received from regulators, government, law enforcement or judicial authorities under Applicable Laws or our contract with a third party;

To carry out our obligations and enforcing rights arising from any contracts between us;

To disclose to affiliates, our and their employees, agents and representatives on a need-to-know basis to facilitate provision of Services;

To deliver any administrative notices, alerts, advice, notifications and communication relevant to your use of the Services, through social media (including WhatsApp), SMS and other media;

If you sign up to use our Services as an employee or as a stakeholder of a third party with whom the Company has an arrangement and has offered discount coupons/ or extended certain promotional offers, the Company may share any information provided by you with such third party to be utilised by them for limited internal business purposes only; and/ or

To fulfil any other purpose for which you provide us the Information and/or for any other purpose with your consent. Please note, we do not use the information collected from you for targeted advertising.

HOW AND WHEN DO WE DISCLOSE INFORMATION TO THIRD PARTIES

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

WHEN YOU AGREE TO SHARE INFORMATION WITH THIRD PARTIES:

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

THIRD PARTIES PROVIDING SERVICES ON OUR BEHALF

We may share the Information you provide with our TPSPs, business partners, and agents. Please refer to such third-party's privacy policy for more details before using their services on the Torkk App.

We use TPSPs to facilitate our Services, provide or perform certain aspects of the Services on our behalf – such as host the Services, design and/or operate the Services' features, track the Services' analytics, process payments, engage in anti-fraud and security measures, perform background and identity verification, run criminal record checks, provide customer support, provide geo-location information to Captains / Vendor Partners, enable us to send you special offers, host our job application form, perform technical services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Services' features), or perform other administrative services. These third parties will have access to Information, including Personal Information to only carry out the services they are performing for you or for us. We will require each of these TPSPs to ensure the same level of data protection as us and impose contractual obligations not to disclose or use Personal Information for any other purpose.

TPSPs providing analytics related services may set and access their own cookies, web beacons and embedded scripts on your Device and they may otherwise collect or have access to Information about you.

We use a third-party hosting provider who hosts our support section of our website. Information collected within this section of our website by such TPSP is governed by our Policy.

CO-BRANDED SERVICES

Certain aspects of the Services may be provided to you in association with third parties ("Co-Branded Services") such as credit houses, loan providers, sponsors and charities, and may require you to disclose Information including Personal Information to them. Such Co-Branded Services will identify the third party. If you elect to register for products and/or services through the Co-Branded Services, you shall have deemed to have consented to providing your Information to both us and the third party. Further, if you sign-in to a Co-Branded Service with a username and password obtained through our Services, your Personal Information may be disclosed to the identified third parties for that Co-Branded Service and will be subject to their privacy policies and practices.

CONTESTS AND PROMOTIONS

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

ADMINISTRATIVE AND LEGAL REASONS

We cooperate with Government and law enforcement officials and private parties to enforce and comply with the Applicable Laws. Thus, we may access, use, preserve, transfer and disclose your information (including Personal Information, IP address, Device Information or geo-location data), to government or law enforcement officials or private parties as we reasonably determine is necessary and appropriate: (i) to satisfy any Applicable Law, regulation, subpoenas, Governmental requests or legal process; (ii) to protect and/or defend the terms and conditions applicable to use of the Torkk App or the Services, including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the Company, our Services or any third party; (iv) to protect the safety of the public for any reason; (v) to detect, prevent or otherwise address fraud,

security or technical issues; and /or (vi) to prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

AFFILIATES AND BUSINESS TRANSFER

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

MARKET STUDY AND OTHER BENEFITS

We may share your information, including your Personal Information and Usage Information with third parties for any purpose, including but not limited to undertaking market research/ study, conduct data analysis, determine and customize product or service offerings, to improve the products or Services or to make any other benefits/products/ services available to you.

THIRD PARTY CONTENT AND LINKS TO THIRD PARTY SERVICES

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

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

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

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

INFORMATION COLLECTED BY CAPTAINS AND VENDOR PARTNERS

This Policy does not cover the usage of any information about you which is obtained by the Captains or Vendor Partners while providing you a Transportation, Delivery, Package or Rentals Services, or otherwise.

CHANGE OF INFORMATION AND CANCELLATION OF ACCOUNT

You are responsible for maintaining the accuracy of the Information you submit to us, such as your contact information provided as part of account registration.

If your Personal Information or Information you provide to us changes, or if you no longer desire our Services, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us through the email address mentioned on Torkk Platform, or contacting the Grievance Officer. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable.

You may also cancel or modify the communications that you have elected to receive from Torkk by following the instructions contained within an e-mail or by logging into your user account and changing your communication preferences.

If upon modifying or changing the Information earlier provided to Us, we find it difficult to provide access to our Services to you due to insufficiency/ inaccuracy of the Information, we may, in our sole discretion terminate your access to the Services by providing you a written notice to this effect on your registered email address.

If you wish to cancel your account or request that we no longer use your Information to provide you services, contact us through email address mentioned on the trip bill received, the Torkk Platform or the Grievance Officer mentioned in this Policy. Please note, we may not be able to provide some or all of the Services in case you disable access to any of your Information as described under this Policy.

We will retain your Information including Personal Information and Usage Information (including geo-location) for as long as your account with the Services is active and as needed to provide you services. Even after your account is terminated, we will retain some of your Information including Personal Information and Usage Information (including geo-location, trip history, and transaction history) for a period of 180 days, to resolve disputes, conclude any activities related to cancellation of an account, investigate, or prevent fraud and other inappropriate activity related to your account, to enforce our agreements, or for other business reasons, etc. After completion of such period, your data may either be deleted from our database or be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes.

SECURITY

The Information we collect is securely stored within our databases, and we use standard, industry-wide, commercially reasonable security practices such as encryption, firewalls and SSL (Secure Socket Layers) for protecting your Information. However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that Information you supply won't be intercepted while being transmitted to us over the Internet or wireless communication, and any Information you transmit to us, you do at your own risk. We recommend that you not disclose your password to anyone.

INFORMATION OF CHILDREN

We do not knowingly solicit or collect Information from children under the age of 18 years. Use of the Torkk App is only available for persons who can enter into a legally binding contract under Applicable Laws.

GRIEVANCE OFFICER

If you would like to ask about, make a request relating to, or complain about how We process your information, please contact or email our grievance officer, at one of the

addresses below. Our grievance officer will attempt to expeditiously redress your grievances.

For any request, complain, feedback or grievances, please contact: -

Name –

Email details – nodalofficer@torkk.bike

CHANGES TO THE PRIVACY POLICY

We reserve the right to update / modify, from time to time, this Policy to reflect changes to our Information practices. Any changes will be effective immediately upon the posting of the revised Policy on the Torkk Platform. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on the Torkk App prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. Your use of the Torkk App or availing the Services after an updated Policy becomes effective will indicate your acceptance of the updated Policy.

End of Privacy Policy