

PRIVACY POLICY - GLEO

THIS DOCUMENT IS AN ELECTRONIC RECORD IN ACCORDANCE WITH PROVISIONS UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER. THIS DOCUMENT IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

1. INTRODUCTION

- 1.1. Humane Futures Lab Private Limited, a company incorporated under the Companies Act, 2013 and having its registered address at [303-4, Indra Darshan, Phase -2, BLDG NO 12 INDRA DA COMP NEW LINK RD OSHIWARA, Andheri Railway Station, Mumbai, Maharashtra, India, 400053] ("**Gleo**" / "**Us**" / "**We**" / "**Our**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) is committed to maintaining and respecting the confidentiality, integrity and privacy of its users accessing its platform ("**User(s)**" / "**You**" / "**Your**"). This privacy policy ("**Privacy Policy**") describes how We protect information about Our Users and shall be read in conjunction with the Terms and Conditions available at <https://docs.google.com/document/d/1q8H-qFyGB_6ccUVizOY2GnvrkVW1-qpF/edit?usp=sharing&ouid=115038700921953472272&rtpof=true&sd=true>. For the purposes of this Privacy Policy, the "**Platform**" shall mean and include [<https://www.gleo.club/>], mobile application or computer application, any successor website/application, any website of a related entity or any other channel facilitated and permitted by Gleo including but not limited to any digital medium including phone, displays, emails, social media interfaces and messaging interfaces.
- 1.2. By accessing and using the Platform, You accept the terms of and are bound by this Privacy Policy. Privacy Policy may be updated from time to time at Our sole discretion or on account of changes in law. Unless otherwise specified, such revisions shall take effect from the time this Privacy Policy is updated on the Platform. Gleo shall be under no obligation to notify the User about the changes. You are advised to regularly visit and consult Platform for any changes, as Your continued access and use of the Platform shall be deemed to be Your approval and acceptance of all changes to this Privacy Policy. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT PROCEED FURTHER TO USE THE WEBSITE.
- 1.3. If a User visits Platform, after choosing to do so, then any dispute regarding a breach of privacy will be subject to this Privacy Policy and its terms and conditions of use. The applicable law for any such dispute shall be the laws of the Republic of India.

2. TYPES OF PERSONAL INFORMATION COLLECTED

- 2.1. We may collect, store and use the following kinds of personal data (collectively referred to as **“Personal Information”**) [received directly from You while using Platform or from the platforms whose events are listed on Our Platform]:
- 2.1.1. Name, email, phone number, username, date of birth, gender, invite code, passwords (hashed), OTPs, and authentication tokens.
 - 2.1.2. Location Data: Latitude and longitude coordinates, place names, and Google Place IDs when Users participate in location-based Activities or verify participation.
 - 2.1.3. User-generated data: Profile photo, photos, videos, or files Users upload for Activities, submissions, or profile updates, responses to activity questions, blog posts, comments, ratings, and reviews.
 - 2.1.4. Activity and Participation Data: Records of Activities Users are enrolled in, complete, save, or view details, submission details, volunteer participation data and data used to verify activity completion. (e.g., location, QR codes, passwords).
 - 2.1.5. Rewards and Participation Data: Gleo Coins earned, rewards availed and history of Gleo Coin transactions and payment methods.
 - 2.1.6. Social and Community Data: Followers/following counts, invitations sent/accepted, blog interactions and interest Users select.
 - 2.1.7. Device data: Notification preferences, timestamps of actions, device information.
 - 2.1.8. information about visits to and use of Platform.
 - 2.1.9. information about any data carried out between You and Gleo on or in relation to Platform.
 - 2.1.10. information that You provide to Us for the purpose of registering with Us and/or subscribing to Our Platform services and/or email notifications.
 - 2.1.11. information about Your computer and Your visits to Platform, such as Your IP address, geographical location, browser type, length of visit and number of page views.
- 2.2. For the purposes of this Privacy Policy, Personal Information includes sensitive personal data or information as defined under law.

3. **PURPOSE OF COLLECTION**

- 3.1. Gleo collects, processes and stores Personal Information to facilitate and enhance the User experience on the Platform. The information collected is used for the following purposes:
- 3.1.1. to enable Users to engage in responsible activities **“Activity(ies)”** listed on Platform and to earn and avail reward points **“Gleo Points,”** and interact with non-profit organisation and reward partners on whose platform User may avail the Gleo Points;
 - 3.1.2. to create and manage Your account (**“User Account”**) on Platform, facilitate activity participation, and process rewards/transactions;
 - 3.1.3. to enable Users to blog posting, comment, and social interact;
 - 3.1.4. to analyse usage patterns and enhance functionality;
 - 3.1.5. to send notifications about Activities, rewards, or updates;
 - 3.1.6. to confirm Activity completion using location, images, or other verification methods;

- 3.1.7. to recommend Activities or content based on Your interests and location;
- 3.1.8. to protect against fraud or unauthorized access;
- 3.1.9. to send important notifications, updates, and responses to queries regarding the Platform, and reward partners; and
- 3.1.10. to comply with applicable laws.

4. COOKIES

- 4.1. We use cookies on Website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.
- 4.2. We may send a cookie, which may be stored on Your browser on Your computer's hard drive. We may also use that information to recognize Your computer when You visit Our Website, and to personalise Our Website for You.
- 4.3. We also use cookies to help Us compile aggregated and anonymized data about the traffic on the Platform so that we can offer better experiences and tools in the future. We may also use trusted third-party services that track this information on Our behalf.

5. THIRD PARTY DISCLOSURES

- 5.1. We do not sell, trade, publish or otherwise transfer Your Personal Information to any third parties unless We provide You with advance notice and obtain Your prior consent to do so. This does not include non-profit organizations, reward partners and service providers so long as they agree to keep Personal Information confidential and do not have any independent use of the information. You hereby give Us Your consent to transfer Your Personal Information to such third parties as identified above.
- 5.2. We may also release Personal Information when its release is required to comply with the law, enforce our policies, protect our or others' rights, property, or safety, investigate fraud or respond to a government request.
- 5.3. The Website contains links to other websites whose privacy policies may differ from Ours. If You submit Your Personal Information to any of those sites, Your information will be governed by their privacy policy. We encourage You to read the privacy policy of any website You visit. We shall not be in any case held liable or responsible for the privacy practices or contents of such third party website or the loss, damage, expense, or claim suffered by You due to accessing such third-party websites.
- 5.4. If You use chat room, comment section on the Platform, You should be aware that any information/content You voluntarily submit to Us there can be read, collected or used by other users and could be used to send You unsolicited messages. We, hereby, disclaim from any and all liabilities that may arise from Your action and specify that We are not responsible for the

Personal Information You choose to submit in these forums. These forums may be hosted by Us or by one of Our third-party service providers or featured individuals or organisations on Our behalf.

6. RETENTION OF PERSONAL INFORMATION

- 6.1. Personal Information shall not be retained for longer than is necessary for the purposes for which We collect or process such Personal Information, unless otherwise required for the purposes of fulfilling any legal obligation.
- 6.2. You also have the right to request us to amend, refuse or withdraw Your Personal Information retained by Us or delete User Account by deleting your account from your profile settings or writing to Us at humanefutureslab@gmail.com. However, in the event of Your refusal or withdrawal of consent, You shall not be able to avail of any services of Gleo to the fullest extent.

7. SECURITY OF PERSONAL INFORMATION

- 7.1. We take the safety of Your Personal Information and its confidentiality seriously and We implement encryption and secure APIs to protect Users data. We provide reasonable security safeguards commensurate to the sensitivity of the Personal Information being handled and have implemented security practices including but not limited to technical, operational, and physical safeguards to protect Your information. We implement a variety of security measures when a User enters, submit, or access their information to maintain the safety of their Personal Information
- 7.2. Please be aware that, although we endeavor to provide reasonable security for Your Personal Information, data transmission over the Internet is inherently insecure, and We cannot guarantee the security of data sent over the Internet.
- 7.3. We will store all Personal Information provided by You on Our secure servers. You are responsible for keeping Your User Account credentials confidential.
- 7.4. Gleo employs rigorous moderation practices to prevent and address CSAE:
 - 7.4.1. All user-generated content (UGC) undergoes human verification before it is publicly displayed on our platform.
 - 7.4.2. Our moderation team proactively reviews content and interactions to detect and respond swiftly to potential CSAE activities or violations.

8. PROHIBITED CONTENT

- 8.1. Users of the Platform shall not host, display, upload, modify, publish, transmit, store, update or share any information that:
 - 8.1.1. belongs to another person and to which the user does not have any right;

- 8.1.2. is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- 8.1.3. is harmful to child;
- 8.1.4. infringes any patent, trademark, copyright or other proprietary rights;
- 8.1.5. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit of the Central Government as the Ministry may, by notification published in the Official Gazette, specify;
- 8.1.6. impersonates another person;
- 8.1.7. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
- 8.1.8. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- 8.1.9. is in the nature of an online game that is not verified as a permissible online game;
- 8.1.10. is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game;
- 8.1.11. violates any law for the time being in force;

For the purposes of this Privacy Policy, "user harm" and "harm" mean any effect that is detrimental to a user or child, as the case may be.

9. TERMINATION

- 9.1. In the case of non-compliance with this Privacy Policy, Terms and Conditions, and applicable laws, Gleo has the right to terminate the access or usage rights of User to Our Website immediately or remove non-compliant information or both, as the case may be.

10. GRIEVANCE REDRESSAL

- 10.1. Any discrepancies, grievances or concerns relating to this Privacy Policy, the processing and/or use of Personal Information by Us can be raised by User at:

Name: Siddhant Goyle

Phone Number: +1 (72) 481 8203

Email: humanefutureslab@gmail.com

Address: 303-4, Indra Darshan, Phase -2, BLDG NO 12 INDRA DA COMP NEW LINK RD OSHIWARA, Andheri Railway Station, Mumbai, Maharashtra, India, 400053