

Terms of Service

Effective: December 15, 2019

Welcome to Recapp!

Thanks for using our products and services (“Services”). The Services are provided by TAMAC Consulting (“TAMAC”) through its mobile app “Recapp” and/or its website www.2Recapp.com and/or its “Web Services” that support the app, located at Besant Nagar, Chennai 600090. The Services will be a paid service unless specifically provided for by TAMAC.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not TAMAC’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Recapp Account

You may need a Recapp Account in order to use most of our Services. You may create your own Recapp Account, or your Recapp Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Recapp Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Recapp Account, keep your password confidential. You are responsible for the activity that happens on or through your Recapp Account. Try not to reuse your Recapp Account password on third-party applications. If you learn of any unauthorized use of your password or Recapp Account, write to droplets@tamac.in.

Privacy and Copyright Protection

Recapp's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Recapp can use such data in accordance with our privacy policies.

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Recapp (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

If you have a Recapp Account, we may display your Profile name, Profile photo, and actions you take on Recapp or on third-party applications connected to your Recapp Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Recapp Account wherever applicable.

You can find more information about how Recapp uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Recapp gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Recapp as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Recapp, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Recapp may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither Recapp nor its suppliers or distributors make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, Recapp, and Recapp's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Recapp, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, Recapp, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

We recognize that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights, which may not be waived by contract.

Plan and Price Changes

We may change the storage plan and price in effect but will give you prior notice of these changes. These changes will apply after your current service term expires, when the next payment is due from you after the notice. We will give you at least 30 days' prior notice of a price increase or storage plan decrease before you are charged. If you are given less than 30 days' prior notice, the change will not apply until the payment after the next payment is due.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Recapp and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If

you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Recapp and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

These Terms and any action related thereto will be governed by the laws of India without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action as contemplated below in "Dispute Resolution" will be the State courts located in Chennai and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

This Agreement shall be governed by and construed in all respects in accordance with the laws of India. Any differences or disputes arising under or in relation to the Agreement shall be resolved by a sole arbitrator appointed by TAMAC. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the language applicable shall be English. The decision of the Arbitrator shall be final and binding on both the parties. The client shall bear the fees of the Arbitrator and the venue of the Arbitration shall be at Chennai.

If you have any questions about these Terms, please contact TAMAC at droplets@tamac.in

Privacy Policy

Effective: December 15, 2019

TAMAC Consulting, India (“TAMAC or ReCapp” or “we”) provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of our website, accessible at www.2recapp.com (“Site”), and our mobile applications (collectively, “ReCapp App”) as well as use of our proprietary set of services made available through the same (“ReCapp Services”). This Privacy Policy applies to your access to and use of the Site, the ReCapp App and the ReCapp Services, and by choosing to use them, you consent to the collection, transfer, processing, storage, disclosure and other uses of your information described in this Privacy Policy.

As used in this policy, the terms “using” and “processing” information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within the United States or internationally.

As used below, the term “Personal Information” is used to indicate any piece of information or data that can be used to identify any individual. Personal Information may relate to you as a User, or it may relate to the individual that is the subject of any Profile that you create or allow creation, if you create or allow creation of a Profile for a student or a customer.

Any other defined term that is not defined in this Privacy Policy has the meaning given that term in the ReCapp / 2Recapp.com / TAMAC Terms of Service or any Additional Terms of Service, as applicable.

Modifications:

TAMAC reserves the right, at its sole discretion, to modify this Privacy Policy, at any time and without prior notice. If we modify this Privacy Policy, we will post the modified Privacy Policy and alert you to the modified Privacy Policy on the Site and the ReCapp App or will otherwise provide you with notice of the modification. We will also update the “Effective Date” at the top of this Privacy Policy. By continuing to access or use the Site, the ReCapp App or the ReCapp Services after we have posted a modified Privacy Policy or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Privacy Policy. If the modified Privacy Policy is not acceptable to you, your only recourse is to cease using the Site, ReCapp App and ReCapp Services. Information we collect under the old Privacy Policy will remain subject to the old Privacy Policy unless and until you consent to the application of any modified Privacy Policy to such information.

The Information We Collect:

Personal Information

You may browse the Site and download the ReCapp App without expressly providing us any Personal Information that expressly identifies you, however, in order to make full use of the ReCapp Services as made available via the Site and/or the ReCapp App, you will be required to register with us. When you register with us to create an account and become a User, we will ask you for certain Personal Information. In order to set up your account, you need to provide your email address and you will need to select a password. You maybe required to add any other Personal Information to your Account we will collect that information and use it and share it as set forth below.

As a User, you set up a Profile within the ReCapp Services. The Profile may be personal to you or the subject of the Profile may be a student or a customer who we assume has authorized you to provide information on their behalf and you will be governed by all the Terms. When you set up a Profile, you will be asked to provide Personal Information about the individual that is the subject of the Profile, whether yourself or your student, parent or customer. When you set up a Profile in the ReCapp Services We will collect and store any Information that you may elect to provide to us as part of the Profile Content, which may include but is not limited to educational information, gender, date of birth, personal contacts, learning content, photographs and files. In the event you set up a Profile that relates to someone other than yourself, you are solely responsible for ensuring that you have any and all consents and permissions to share that Personal Information with us and to use that information as part of the ReCapp Services. You may provide us with Personal Information of a third party Caregiver, as contemplated by the ReCapp Terms of Service, to access a Profile that you create. If you elect to invite any third party to access a Profile connected to your Account, we will ask you for such third party's name and email address. We will send the third party emails inviting him or her to register for the ReCapp Services. We store this information for the sole purpose of sending this one-time email. The third party may contact us at droplets@tamac.in to request that we remove this information from our database. We cannot control whether such third party will elect to register for the ReCapp Services.

Non-Personal Information

We also collect the following information any time you visit our Site or the ReCapp App, as applicable. This information may not necessarily identify you, but if we have your Personal Information, or you otherwise set up an Account with us, we may link any of the below non-personal information with your Personal Information in our records.

- **Browser Log Data.** When you visit the Site, whether as a User or a non-registered user just browsing the Site, our servers automatically record information that your browser sends whenever you visit a website ("Browser Log Data"). This Browser Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, operating system or the webpage you were visiting before you came to our Site, pages of our Site that you visit, the time spent on those pages, access times and dates,

and other statistics. We use this information to monitor and analyze use of the Site and for the Site's technical administration, to increase our Site's functionality and user-friendliness, and to better tailor it to our visitors' needs. For example, we use this information to verify that visitors to the Site meet the criteria required to process their requests. We do not treat Browser Log Data as Personal Information or use it in association with other Personal Information, though we may aggregate, analyze and evaluate such information for the same purposes as stated above regarding other Non-Identifying Information.

- **Cookies.** The Site uses "cookies" to collect information. A cookie is a small data file that we transfer to your computer's (device – computer, phone, tablet, storage media) hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your login information for future logins to the Site. Second, we utilize session ID cookies to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage by users and web traffic routing on the Site. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site and then close your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions or functionalities of the Site.
- **App Usage Data.** When you use the ReCapp App, whether as a Member or a non-registered user, our servers automatically record information that your mobile device sends whenever you use an Internet service. ("App Usage Data"). This App Usage Data may include information such as your computer's IP address, device model and version, device identifier, operating system, time zone, name of your mobile operator or ISP, application performance measurements, and error conditions. It may also include a record of when specific features of the ReCapp App or ReCapp Service are used. We use this information to monitor and analyze use of the ReCapp App and ReCapp Service and for their technical administration, to increase their functionality and user-friendliness, and to better tailor them to our visitors' needs. For example, we use this information to measure the popularity of different features and to more effectively resolve customer issues. We may aggregate, analyze and evaluate such information for the same purposes as stated above regarding other Non-Identifying Information.
- **Location Information.** The App, with your consent, may access your location. TAMAC will only access your location services while you are using the App and provided you have opted in to activate this feature. You may choose to allow TAMAC to access your location by granting the App access to your device's location, when prompted by the App, or through your device's location services settings.

How we Use Your Information:

- We do not sell your Personal Information.
- We will use any Personal Information in your Account as well as information in your Profile to provide the ReCapp Services, complete your transactions, administer your inquiries, and present you with offers for products and services that we think may be of

use or interest to you. We may contact you in various ways including but not limited to, via email, Inbox in the app, telephone, cell phone, and SMS/text messages.

- We may aggregate and combine all Personal Information that we receive through your User Accounts and your Profiles with the information of other Users and Profiles. We use this anonymous information to attempt to provide you with a better experience, to improve the quality and value of our services and to analyze and understand how our Site, ReCapp App and ReCapp Services are used.

Information Sharing and Disclosure:

In the event that a third party registers for access to the ReCapp Services pursuant to an invitation issued by your Account, we will provide them with access to all Profiles related to such Account. We cannot control how any such third party may use or disclose or otherwise exploit any Personal Information or other Profile Content that you may elect to make available to such third party. You expressly release TAMAC from any responsibility and liability resulting from any third party access to any Personal Information or Profile Content that you may permit. Any information you choose to provide and make available to third parties via the ReCapp Services should reflect how much you want others to know about you and the individual(s) whose information is in your Profile.

- **Other Third Parties.** If you elect to use or otherwise take advantage of some of the other third party services that we may provide and make available to you, we will share certain of your information with such third party and will disclose to you at the time what information would be necessary to share with such third party.
- **Aggregate Information and Non-Identifying Information.** We may share aggregated information that does not include Personal Information and we may otherwise disclose non-Personal Information with third parties for industry analysis, demographic profiling and other purposes.
- **Service Providers.** We will disclose Personal Information to the third party service providers that we engage to assist us in making the Site, ReCapp App and ReCapp Services available. These service providers consist of our datacenter provider, storage provider, customer support system provider, email service providers, and software development contractors. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
- **Compliance with Laws and Law Enforcement.** While TAMAC maintains information on your behalf, BBSI is not a covered entity under any of the personal laws or Consumer Protection Act). However, we take the protection of your information very seriously. In the event that we receive any subpoena or similar request from a court, government or law enforcement official, we will only disclose any Personal Information about you or other information in our custody or control as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of TAMAC or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable activity.

Given the sensitivity of the Personal Information within your Profiles, it is our policy to carefully review any such request for information in our systems and we will decline to comply with any such request in our discretion.

- **Business Transfers.** TAMAC may sell, transfer or otherwise share some or all of its assets, including your Personal Information and related Account, Profiles and Profile Content, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Changing or deleting your information:

All Users may review, update, correct or delete their Account information and any associated Personal Information or Profile Content by contacting us or by accessing the ReCapp Services. If you would like to close your Account or delete any Profile from your Account, please contact us at droplets@tamac.in. We will use commercially reasonable efforts to honor your request. We will retain an archived copy of your records as set forth below.

Data Retention:

We will retain the information you provide via our Site or the ReCapp App for as long as your Account is active or as needed to provide you with the ReCapp Services. We will also retain and use the information you provide via our Site or ReCapp App, as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you delete your Account or any Profile, any Personal Information associated with the same is moved out of our active databases, but will still be retained in our systems pursuant to our data backup and retention policies.

Do Not Track Signals and Ad Networks:

Our Site does not have the capability to respond to “Do Not Track” signals received from various web browsers.

How We Protect Your Data:

All communications between you and the Site, and between the App and the Site, are encrypted using the highest level encryption supported by your device. Data stored in the app and on the Site is encrypted at rest using industry-standard AES encryption.

Identity Theft:

Identity theft is of great concern to TAMAC. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login information, or Aadhaar number in a non-secure or unsolicited e-mail or telephone communication.

Security Breach:

The Site, ReCapp App and ReCapp Services rely on the Internet and mobile networks, which are not always secure. We use commercially reasonable efforts to maintain the confidentiality, availability and integrity of any information we collect, but we cannot assure that the use of the Site, ReCapp App or ReCapp Services are secure or that your Personal Information or any other data that we may have will be secure. In the event we become aware of a security incident, we will notify you to the extent required under applicable law.

Reporting A Problem:

If you feel your account may have been compromised, or you discover abuse or misuse of ReCapp Services, the Site or the ReCapp App, please report it immediately to droplets@tamac.in and we'll investigate.

International Transfers:

Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Links To Other Websites or 3rd Party Websites:

Our Site may contain links to other websites. If you choose to click on a third party link, you will be directed to that third party's website. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

Contacting TAMAC:

If you have any questions about this Privacy Policy, please contact us at droplets@tamac.in