ETRACKER

Employee Terms of Use and Privacy Notice

Eudo Engineering Enterprises (Application developed by EudoSoft) | Parli, Beed, Maharashtra - 431515, India | GSTIN: 27BTTPT1610A2ZQ

Last updated and effective from: 11 October 2026

Please read this notice carefully before using ETracker. Your employer uses ETracker to manage attendance, leave, field work and sales activity. ETracker may collect your precise location, including in the background during working hours, if your employer has enabled this feature. By tapping "I Agree" you confirm that you have read, understood and agree to these Terms of Use and acknowledge this Privacy Notice.

1. ABOUT THIS NOTICE

1.1 ETracker (the "**Application**") is owned, published and distributed by **Eudo Engineering Enterprises**, a proprietorship concern having its principal place of business at Parli, Beed, Maharashtra - 431515, India (the "**Company**", "**we**" or "**us**"). The Application has been designed and developed by EudoSoft, and references to EudoSoft mean the Company.

1.2 The Application has been licensed to the organisation that employs or engages you (your "**Employer**") for its internal business purposes. Your Employer has created your account and decides which features are enabled for you. In this notice, "**you**" means the employee, officer or contractor using the Application under an account issued by the Employer.

1.3 This notice applies in addition to your Employer's own policies and your terms of employment. The commercial relationship between the Company and your Employer is governed by a separate agreement to which you are not a party.

2. TERMS OF USE

2.1 **Work use only.** You may use the Application only for performing your duties for your Employer and in accordance with your Employer's instructions and policies. You shall not use it for any personal, commercial or unlawful purpose.

2.2 **Personal account.** Your login credentials, one-time passwords (OTPs) and authenticated device are personal to you. You shall not share them with, or allow the Application to be used on your account by, any other person, including colleagues, family members or clients. You are responsible for all activity carried out under your account.

2.3 **Security.** You shall keep your device protected by a screen lock, log out of shared devices and immediately inform your Employer and the Company at product@eudosoft.com if you suspect that your account or device has been compromised, lost or stolen.

2.4 **Prohibited conduct.** You shall not, directly or indirectly:

(a) use fake, spoofed or mocked GPS locations, location-altering applications, emulators, or rooted or jail-broken devices, or otherwise manipulate attendance, location, time stamps, photographs or any other record;

(b) mark attendance or perform any action on behalf of another person, or allow another person to do so on your behalf;

(c) share screenshots, reports, exports, client lists or any other data from the Application with any person outside your Employer, except as authorised by your Employer;

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(d) attempt to access any account, data or feature that you are not authorised to access, or bypass any security, login or device restriction;

(e) copy, modify, decompile, reverse engineer, scrape or interfere with the Application, its servers or networks, or introduce any virus or harmful code;

(f) upload or transmit any content that is unlawful, false, defamatory, obscene, infringing or invasive of another person's privacy; or

(g) use the Application in any manner that violates any law in force in India.

2.5 **Consequences of misuse.** Any breach of this Clause 2 may result in immediate suspension or termination of your access by the Company or your Employer, and in disciplinary action by your Employer under its own policies. Unauthorised access, fraudulent use of another person's password or identity, and cheating by personation using a computer resource may also attract compensation and criminal penalties under Sections 43, 66, 66C and 66D of the Information Technology Act, 2000 and the Bharatiya Nyaya Sanhita, 2023.

2.6 **Intellectual property.** The Application, including its software, design, content, trade names and trademarks (including "ETracker" and "EudoSoft"), belongs to the Company. You receive only a limited, revocable, non-transferable right to use it for your work while your Employer's subscription and your account are active.

3. PERSONAL DATA WE PROCESS ABOUT YOU

Depending on the features enabled by your Employer, the following personal data may be processed through the Application:

Category	Examples
Identity and contact	Name, employee ID, designation, department, reporting manager, mobile number, e-mail address, profile photograph
Account and device	User ID, login history, OTP logs, device identifier, device model, operating system and app version, IP address, crash logs, permission status
Attendance and leave	Check-in and check-out times, work-from-home and tour records, leave applications and balances, holidays, comp-off records, selfie or photograph at check-in (if enabled)
Location	Precise GPS location at check-in, check-out and client visits and, if enabled by your Employer, periodic location during working hours, including in the background, together with routes and distance travelled
Field sales activity	Clients and contacts you enter, visit notes, sales orders, sales targets and achievement
Calls	Where you use the in-app calling list: the number dialled, call time, duration and the outcome you record. The Application does not record the audio of your calls.
Files	Documents, receipts and photographs that you upload

4. LOCATION TRACKING - IMPORTANT DISCLOSURE

ETracker collects your precise location to verify attendance, record field and client visits, calculate routes and distance, optimise routes and allow managers designated by your Employer to view your live and past location. If your Employer has enabled live tracking, ETracker collects location in the background, including when the app is closed or not in use, during the working hours or duty periods set by your Employer.

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4.1 Before any location is collected, the Application will show you an in-app disclosure and your device will ask for your permission. You may withdraw location permission at any time from your device settings. However, features such as location-based attendance and field visit tracking may then stop working, and the consequences of this within your employment are governed by your Employer's policies.

4.2 Location data is not used for advertising and is not sold or shared with data brokers.

5. WHY YOUR DATA IS PROCESSED

5.1 Your personal data is processed to: (a) create and manage your account and verify your identity; (b) record attendance, work-from-home, tours, leave and related records for your Employer; (c) enable field sales, client management, calling, visit tracking and route planning; (d) allow persons designated by your Employer to view reports and your location as configured by your Employer; (e) provide support, maintain security and detect misuse, fraud and account sharing; and (f) comply with law and lawful requests of authorities.

5.2 Your Employer is the **Data Fiduciary** for your personal data under the Digital Personal Data Protection Act, 2023 (the **"DPDP Act"**). Your Employer processes it for purposes of employment, which is a legitimate use under Section 7 of the DPDP Act, or on the basis of your consent where required. The Company acts as a **Data Processor** on your Employer's behalf and processes your data only to provide the Application and as described in this notice.

6. WHO CAN SEE YOUR DATA

6.1 Your personal data may be accessed by: (a) your Employer and the managers and administrators it designates; (b) authorised personnel of the Company, only where necessary for support, maintenance or security; (c) service providers engaged by the Company to run the Application, such as cloud hosting, mapping, notification, SMS and e-mail providers, who are bound to keep it confidential and secure; and (d) courts, regulators or law-enforcement agencies where required by law.

6.2 The Company does not sell your personal data and does not use it for advertising.

7. WHERE YOUR DATA IS STORED AND HOW IT IS PROTECTED

7.1 Your data is stored on Amazon Web Services (AWS) servers in the Mumbai region, India. Some service providers, such as mapping or notification services, may process limited data outside India, only as permitted under Section 16 of the DPDP Act.

7.2 The Company uses reasonable security safeguards, including encryption of data in transit and at rest, role-based access controls, access logging and monitoring, and periodic backups. No system is completely secure, and you must help keep your account safe as set out in Clause 2.

7.3 If a personal data breach affects your data, the Company will inform your Employer without undue delay, and you will be informed as required under the DPDP Act and the Digital Personal Data Protection Rules, 2025.

8. HOW LONG YOUR DATA IS KEPT

8.1 Your data is kept for as long as your Employer uses the Application and requires it for employment and legal purposes. Your Employer may retain records such as attendance and leave records for the period required by applicable labour, tax or other laws, even after you leave its employment. When your Employer's subscription ends, its data, including yours, is deleted or anonymised within ninety (90) days, except where the law requires it to be retained.

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9. YOUR RIGHTS

9.1 Under the DPDP Act, you have the right to: (a) obtain a summary of your personal data and how it is processed; (b) seek correction, completion or updating of inaccurate or incomplete data; (c) seek erasure of data that is no longer needed, unless the law requires it to be retained; (d) withdraw consent where processing is based on consent; (e) nominate another person to exercise your rights in the event of your death or incapacity; and (f) have your grievances addressed.

9.2 As your Employer controls your account and records, please send requests first to your Employer's HR department or ETracker administrator. You may also write to the Company at product@eudosoft.com, and the Company will forward your request to your Employer and assist it in responding.

9.3 **Deleting your account.** You can request deletion of your account from within the Application by going to **Profile > Delete Account**. Your request is sent to your Employer's ETracker administrator, who will review and process it. Records that your Employer is required by law to keep may be retained by your Employer, and you will be informed of this. When you leave your Employer, your Employer is responsible for deactivating your account.

9.4 You also have duties under Section 15 of the DPDP Act: you must not provide false information, impersonate another person, suppress material information or file false or frivolous complaints.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 The Application is provided to your Employer on an "as is" and "as available" basis. Location, distance and time records depend on your device, GPS signal, network and battery settings, and may occasionally be inaccurate or incomplete.

10.2 Decisions about your attendance, leave, salary, incentives, targets, performance or discipline are taken by your Employer and not by the Company. Any dispute about such matters is solely between you and your Employer. To the maximum extent permitted by law, the Company shall not be liable to you for any such decision, or for any indirect or consequential loss arising from your use of, or inability to use, the Application.

11. AGE

11.1 The Application is meant only for persons aged eighteen (18) years or above. If you are below eighteen (18) years of age, you must not use it and should inform your Employer.

12. CHANGES TO THIS NOTICE

12.1 The Company may update this notice from time to time. When there is a material change, you will be asked to read and accept the updated notice in the Application before continuing to use it.

13. GOVERNING LAW

13.1 This notice is governed by the laws of India. Subject to applicable law, the courts at Beed, Maharashtra shall have jurisdiction over any dispute between you and the Company arising out of it.

14. GRIEVANCE OFFICER AND CONTACT

In accordance with the Information Technology Act, 2000, the DPDP Act and the rules made under them, the Company has appointed the following Grievance Officer:

Particular	Details
Grievance Officer	Shankar, Grievance Officer
Organisation	Eudo Engineering Enterprises (EudoSoft)
Address	Parli, Beed, Maharashtra - 431515, India

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Particular	Details
E-mail	product@eudosoft.com
Availability	E-mail is monitored 24 x 7. A response will be sent within forty-eight (48) hours of receipt.

14.1 Please include your name, your Employer's name, your registered mobile number or e-mail, and details of your grievance. Grievances will be resolved as early as possible and in any event within ninety (90) days of receipt. If you are not satisfied with the resolution, you may approach the Data Protection Board of India after using this mechanism.

15. DEVICE PERMISSIONS

Permission	Why it is needed	When it is used
Location (while using the app)	Geo-tagged check-in and check-out, client visit verification	At check-in, check-out and visit logging
Location (background)	Live location for managers, route and distance tracking, route optimisation	Only during working hours set by your Employer, and only if enabled
Camera	Attendance selfie, photographs of visits, receipts and documents	When you take a photo
Photos / Files	Uploading documents and attachments	When you choose a file
Phone (place calls)	Dialling numbers from the in-app calling list	When you tap to call
Notifications	Leave approvals, reminders and alerts	When a workflow event occurs

16. YOUR ACKNOWLEDGEMENT

By tapping "I Agree", you confirm that you are an employee, officer or contractor of the organisation that issued your ETracker account, that you have read and understood this Employee Terms of Use and Privacy Notice, including the location tracking disclosure in Clause 4, and that you agree to use ETracker in accordance with it.

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