LEGAL TERMS & POLICIES

ETracker - Company / Administrator Agreement

Terms of Service | Privacy & Data Protection Policy
Payment, GST & No-Refund Policy | Acceptable Use & Anti-Unauthorised Access Policy
Grievance Redressal

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

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CONTENTS

Preliminary - Applicability and Order of Precedence

Part A - Terms of Service (Master Subscription Terms)

Part B - Privacy and Data Protection Policy

Part C - Payment, GST and No-Refund Policy

Part D - Acceptable Use and Anti-Unauthorised Access Policy

Part E - Grievance Redressal and Contact Information

Schedule 1 - Device Permissions and Their Purpose

PRELIMINARY - APPLICABILITY AND ORDER OF PRECEDENCE

(a) This document sets out the legally binding terms and policies (collectively, the **"Terms"**) governing access to and use of the ETracker mobile application available on the Google Play Store and the Apple App Store, its web console, application programming interfaces and all related services (collectively, the **"Application"** or the **"Services"**).

(b) The Application is owned, licensed, published and distributed by **Eudo Engineering Enterprises**, a proprietorship concern registered under the Goods and Services Tax laws with GSTIN 27BTTPT1610A2ZQ and having its principal place of business at Parli, Beed, Maharashtra - 431515, India (the **"Company"**, **"we"**, **"us"** or **"our"**). The Application has been designed and developed by **EudoSoft**. Any reference to "EudoSoft" within the Application, its listings, invoices, communications or related materials shall be construed as a reference to the Company, and the Company alone is the contracting party in respect of the Services.

(c) Parts A to E and Schedule 1 form a single integrated agreement. In the event of any conflict, the following order of precedence shall apply: (i) a written order form, master services agreement or other agreement signed by the Company and the Customer (an **"Order Form"**); (ii) Part C (Payment, GST and No-Refund Policy); (iii) Part B (Privacy and Data Protection Policy); (iv) Part A (Terms of Service); and (v) Part D (Acceptable Use Policy).

(d) These Terms constitute an electronic record within the meaning of the Information Technology Act, 2000 and the rules made thereunder, as amended from time to time, and do not require any physical or digital signature. A contract formed by electronic means under these Terms is valid and enforceable in accordance with Section 10A of the Information Technology Act, 2000.

(e) These Terms are to be accepted by the Customer, acting through its Customer Administrator, at the time of registration or subscription. Each Authorised User is separately required to accept the ETracker Employee Terms of Use and Privacy Notice when logging in to the Application for the first time. The Employee Terms of Use and Privacy Notice supplement, and do not reduce, the obligations of the Customer under these Terms.

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PART A - TERMS OF SERVICE (MASTER SUBSCRIPTION TERMS)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

"Customer" means the company, limited liability partnership, firm, proprietorship, society, trust or other legal entity that registers for, subscribes to or pays for the Services, and on whose behalf the Application is accessed.

"Customer Administrator" means the individual(s) designated by the Customer to manage the Customer's account, create and revoke Authorised User access, configure settings and view reports.

"Authorised User" means an employee, officer or bona fide contractor of the Customer to whom the Customer Administrator has issued unique login credentials, within the number of user licences ("Seats") purchased by the Customer.

"Customer Data" means all data, information, documents and content (including Personal Data of Authorised Users and of the Customer's own clients) entered, uploaded, captured or generated by or on behalf of the Customer or its Authorised Users through the Application.

"Personal Data" has the meaning given to it under the Digital Personal Data Protection Act, 2023 (the "DPDP Act").

"Subscription Term" means the period for which the Customer has paid for the Services, as specified in the Order Form, invoice or in-application plan selection.

"Fees" means all subscription fees, implementation fees, add-on charges and other amounts payable by the Customer for the Services.

"Applicable Law" means all laws, statutes, ordinances, rules, regulations, notifications, guidelines and orders in force in India from time to time.

1.2 Headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa. The words "include" and "including" shall be construed without limitation. Reference to any statute includes its amendments, re-enactments and successor legislation.

2. NATURE OF THE SERVICE - BUSINESS-TO-BUSINESS ONLY

2.1 The Application is a business-to-business (B2B) software-as-a-service product made available exclusively to businesses and organisations for their internal business operations, including workforce management, attendance, leave, field activity and sales management. It is not offered to, and is not intended for use by, individuals in their personal capacity or as consumers.

2.2 By registering for, subscribing to or using the Services, the Customer represents and warrants that (a) it is a legal entity duly constituted under Applicable Law; (b) it is acquiring the Services for business purposes and not for personal, domestic or household use; and (c) the individual accepting these Terms on its behalf has full authority to bind the Customer. If such individual lacks authority, he or she shall be personally bound by these Terms.

2.3 Authorised Users access the Application solely by virtue of, and under the authority of, the Customer. Each Authorised User shall nevertheless be bound by Part B (as a Data Principal) and Part D (Acceptable Use) when using the Application.

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3. LICENCE GRANT

3.1 Subject to the Customer's continuing compliance with these Terms and timely payment of Fees, the Company grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence, for the Subscription Term, to permit its Authorised Users, up to the number of Seats purchased, to access and use the Application solely for the Customer's internal business purposes within the territory of India, or such other territory as may be agreed in writing.

3.2 The Application is licensed, not sold. No right, title or interest in the Application is transferred to the Customer or any Authorised User. All rights not expressly granted herein are reserved by the Company.

3.3 The use of the Application through the Google Play Store or the Apple App Store is additionally subject to the terms of the respective store. Neither Google LLC nor Apple Inc. is a party to these Terms, nor responsible for the Application, its content, maintenance, support or any warranty, nor liable for any claim relating to it. Apple Inc. and its subsidiaries are third-party beneficiaries of these Terms solely to the extent required by the Apple Licensed Application End User Licence Agreement.

4. ACCOUNTS, AUTHORISED USERS AND CREDENTIALS

4.1 Login credentials are personal to each Authorised User. **Each Seat shall be assigned to one named individual only and shall not be shared, pooled, rotated or used concurrently by more than one person.** A Seat may be reassigned only upon the permanent cessation of the prior Authorised User's access.

4.2 The Customer shall: (a) ensure that access is granted only to its genuine employees, officers or contractors; (b) promptly, and in any event within twenty-four (24) hours, revoke the access of any Authorised User who leaves its employment or engagement or whose access is no longer required; (c) ensure that each Authorised User keeps credentials, one-time passwords and devices secure; and (d) notify the Company without undue delay, and in any event within twenty-four (24) hours, upon becoming aware of any actual or suspected unauthorised access, credential compromise or security incident.

4.3 **The Customer shall not, without the prior written consent of the Company, permit any third party (including its clients, vendors, dealers, distributors, group or affiliate companies not party to the Order Form, or competitors of the Company) to access the Application, nor shall it share, disclose, resell, rent, lease, sub-license, time-share or make the Application available on a service-bureau basis.**

4.4 The Customer is responsible and liable for all acts and omissions of its Customer Administrators and Authorised Users, and for all activity occurring under its account and credentials, as if such acts and omissions were its own, whether or not authorised by the Customer.

4.5 The Company may implement technical controls including device binding, session limits, IP or geographic restrictions, multi-factor authentication and usage monitoring to detect and prevent credential sharing and unauthorised access. Any use exceeding purchased Seats shall be deemed use of additional Seats, which shall be invoiced at the then-prevailing rates, without prejudice to the Company's other rights.

5. CUSTOMER OBLIGATIONS AS EMPLOYER

5.1 The Customer acknowledges that the Application enables the Customer to process Personal Data of its Authorised Users, including attendance records, location data, photographs, uploaded documents and activity records. The Customer shall be solely responsible for:

(a) determining the purpose and means of such processing and establishing a lawful basis for it under the DPDP Act, including the legitimate use for purposes of employment under Section 7 of the DPDP Act, or valid consent where required;

(b) providing all notices required under Applicable Law to its Authorised Users, including specific notice of location tracking, the hours or circumstances during which tracking is active, and the persons who

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can view such data;

(c) ensuring that its use of the Application, including any monitoring of employees, complies with Applicable Law, including labour and employment laws, the Shops and Establishments laws applicable to it, and its own employment contracts and policies; and

(d) ensuring that it does not use the Application to track any individual outside the scope of employment or outside working hours except as lawfully permitted.

5.2 The Customer shall not upload or enter into the Application any data in respect of which it does not hold the necessary rights or lawful basis, or any data relating to a child (as defined under the DPDP Act) or a person with disability with a lawful guardian, save in compliance with Section 9 of the DPDP Act.

5.3 The Customer shall ensure that each Authorised User has read and accepted the ETracker Employee Terms of Use and Privacy Notice before using the Application. The display of that notice within the Application is a facility provided by the Company to assist the Customer and shall not relieve the Customer of its obligations as Data Fiduciary or as employer.

6. CUSTOMER DATA

6.1 As between the parties, the Customer owns all Customer Data. The Customer grants the Company a non-exclusive, royalty-free licence to host, store, process, transmit and display Customer Data solely to provide, secure, support and improve the Services and as otherwise set out in Part B.

6.2 The Company may compile and use aggregated and anonymised data, which does not identify the Customer or any individual, for analytics, benchmarking, product improvement and security purposes. Such anonymised data shall not constitute Personal Data or Customer Data.

6.3 The Customer is solely responsible for the accuracy, quality, integrity and legality of Customer Data. The Company does not verify, and shall have no liability for, any Customer Data, including attendance, payroll inputs, sales figures or reports derived therefrom.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights in and to the Application, including its source code, object code, architecture, databases (excluding Customer Data), designs, user interfaces, workflows, algorithms, documentation, trademarks, logos, trade names (including "EudoSoft" and "ETracker") and all modifications, improvements and derivative works thereof, whether developed by EudoSoft or otherwise, vest exclusively in, or are exclusively licensed to, the Company, and are protected under the Copyright Act, 1957, the Trade Marks Act, 1999, the Information Technology Act, 2000 and other Applicable Law.

7.2 The Customer and its Authorised Users shall not: (a) copy, modify, translate or create derivative works of the Application; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, save to the limited extent expressly permitted by Section 52 of the Copyright Act, 1957; (c) remove or obscure any proprietary notice; or (d) use the Application to build a competing product or service.

7.3 Any suggestion, feedback or idea provided by the Customer or any Authorised User regarding the Application may be used by the Company freely and without any obligation or compensation.

8. FEES, PAYMENT, TAXES AND REFUNDS

8.1 The commercial terms relating to Fees, invoicing, Goods and Services Tax, tax deductions, expiry and suspension of access and the Company's no-refund policy are set out in **Part C**, which forms an integral part of these Terms.

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9. THIRD-PARTY SERVICES

9.1 The Application relies on or integrates with third-party services, including cloud hosting providers, mapping and geolocation services, push notification services, SMS and e-mail gateways, telephony features of the device and payment gateways. The Company does not control and shall not be responsible for the availability, accuracy, security or performance of any third-party service, and use of such services may be subject to the third party's own terms.

10. AVAILABILITY, SUPPORT AND CHANGES

10.1 The Company shall use commercially reasonable efforts to make the Services available, but does not guarantee uninterrupted, timely or error-free operation. Unless a service level is expressly agreed in a signed Order Form, no service level commitment applies and no service credits shall be payable.

10.2 The Services may be temporarily unavailable due to scheduled maintenance, emergency maintenance, upgrades, failure of networks or third-party services, or circumstances beyond the Company's reasonable control.

10.3 The Company may modify, enhance, replace or discontinue any feature of the Application from time to time. Where a modification materially reduces the core functionality of a paid plan, the Company shall endeavour to give the Customer reasonable prior notice.

10.4 The Customer acknowledges that location data, attendance timestamps and distance or route calculations depend on device hardware, operating system settings, battery optimisation, GPS signal, network connectivity and third-party mapping data, and are therefore approximations which may contain errors, gaps or delays.

11. CONFIDENTIALITY

11.1 Each party shall keep confidential all non-public information disclosed by the other party that is marked confidential or ought reasonably to be understood as confidential, shall use it only for the purposes of these Terms, and shall not disclose it except to its personnel and advisers who need to know it and are bound by equivalent obligations, or as required by Applicable Law or an order of a competent authority (after giving the other party, where lawful, prior notice). These obligations shall survive for three (3) years after termination, and indefinitely in respect of trade secrets and source code.

12. DISCLAIMER OF WARRANTIES

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12.2 Without limiting the foregoing, the Company does not warrant that the Application will meet the Customer's requirements, that reports, calculations, attendance records, leave balances, sales targets or analytics generated by the Application are complete or accurate, or that the Application will be compatible with every device or operating system version. The Application is a tool to assist the Customer's business processes and does not constitute legal, tax, payroll, labour-law compliance or professional advice. The Customer remains solely responsible for decisions taken on the basis of the Application, including decisions relating to salaries, wages, disciplinary action and statutory compliance.

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13. LIMITATION OF LIABILITY

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, EUDOSOFT, OR ANY OF THEIR PROPRIETORS, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY CLAIM BY AN EMPLOYEE, CLIENT OR OTHER THIRD PARTY OF THE CUSTOMER, HOWSOEVER ARISING AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 THE TOTAL AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, FOR ALL CLAIMS TAKEN TOGETHER, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO THE COMPANY FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM.

13.3 The parties acknowledge that the Fees reflect the allocation of risk set out in this Clause 13, that this allocation is a reasonable pre-estimate agreed between commercial parties under Sections 73 and 74 of the Indian Contract Act, 1872, and that the Company would not have provided the Services without these limitations.

13.4 Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited under Applicable Law, including liability for fraud.

14. INDEMNITY

14.1 The Customer shall defend, indemnify and hold harmless the Company, EudoSoft and their proprietors, partners, directors, employees and agents from and against all claims, demands, actions, proceedings, penalties, losses, damages, costs and expenses (including reasonable legal fees) arising out of or relating to: (a) Customer Data, including any claim that it infringes any right or was collected or processed without a lawful basis; (b) any breach of these Terms by the Customer or its Authorised Users; (c) the Customer's use of the Application to monitor or track individuals, or any claim by any Authorised User or employee of the Customer; (d) any unauthorised access or sharing of the Application permitted or caused by the Customer or its personnel; and (e) any violation of Applicable Law by the Customer, including any penalty imposed by the Data Protection Board of India attributable to the Customer's acts or omissions as Data Fiduciary.

15. TERM, SUSPENSION AND TERMINATION

15.1 These Terms commence on the earlier of the Customer's acceptance of these Terms or first use of the Services, and continue for the Subscription Term. The Services are provided strictly on a prepaid basis. A Subscription Term shall not renew unless the Customer pays the Fees for the next Subscription Term on or before the date and time of expiry of the current Subscription Term, whether manually or through an auto-pay mandate set up by the Customer.

15.2 The Company may immediately suspend access, in whole or in part, without liability, where (a) the Subscription Term has expired and the Fees for renewal have not been received; (b) the Company reasonably suspects unauthorised access, credential sharing, misuse or a security threat; (c) required by Applicable Law or a direction of a competent authority; or (d) the Customer or any Authorised User breaches Part D.

15.3 Either party may terminate these Terms by written notice if the other party commits a material breach and fails to remedy it within fifteen (15) days of written notice, or becomes insolvent, enters into liquidation or has a resolution professional, liquidator or receiver appointed under the Insolvency and Bankruptcy Code,

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2016. The Company may terminate immediately for breach of Clauses 4.3, 7 or Part D.

15.4 Upon expiry or termination: (a) all licences end and the Customer and its Authorised Users shall cease using the Application; (b) no Fees already paid shall be refunded, save as expressly provided in Part C; and (c) the Customer may, within thirty (30) days of expiry or termination, request an export of Customer Data in a standard machine-readable format, after which the Company shall delete or anonymise Customer Data in accordance with Part B, save to the extent retention is required by Applicable Law.

15.5 Clauses 6, 7, 11, 12, 13, 14, 15.4, 17 and 18, Part C (to the extent of amounts due) and any other provision which by its nature should survive, shall survive termination.

16. FORCE MAJEURE

16.1 The Company shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God, flood, earthquake, fire, epidemic, pandemic, war, terrorism, riot, civil commotion, strike, lockout, governmental action, change in law, failure of power, telecommunication or internet networks, cyber-attack not attributable to the Company's negligence, or failure of any cloud or third-party service provider.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 These Terms shall be governed by and construed in accordance with the laws of India.

17.2 The parties shall first attempt to resolve any dispute, controversy or claim arising out of or relating to these Terms (a "Dispute") amicably through good-faith negotiation within thirty (30) days of written notice of the Dispute.

17.3 Any Dispute not so resolved shall be referred to and finally resolved by arbitration by a sole arbitrator appointed by mutual agreement of the parties, failing which the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Beed, Maharashtra, India. The language of arbitration shall be English. The award shall be final and binding on the parties.

17.4 Subject to Clause 17.3, the courts at Beed, Maharashtra shall have exclusive jurisdiction over all matters arising out of or relating to these Terms, including applications for interim relief.

18. GENERAL PROVISIONS

18.1 **Amendment.** The Company may amend these Terms from time to time. Material amendments shall be notified to the Customer Administrator by e-mail or in-Application notice at least fifteen (15) days before they take effect. Continued use of the Services after the effective date constitutes acceptance.

18.2 **Assignment.** The Customer may not assign or transfer these Terms without the Company's prior written consent. The Company may assign these Terms to any affiliate or successor to its business.

18.3 **Independent Contractors.** Nothing herein creates any partnership, joint venture, agency or employment relationship between the parties. The Company has no employment relationship with any Authorised User.

18.4 **Notices.** Notices to the Company shall be sent by e-mail to product@eudosoft.com and shall be deemed received on the date of transmission, provided no delivery-failure message is received by the sender. Notices to the Customer may be sent to the e-mail address of the Customer Administrator registered on the Application.

18.5 **Severability.** If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent permissible and the remaining provisions shall continue in full force and effect.

18.6 **Waiver.** No failure or delay in exercising any right shall operate as a waiver thereof.

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18.7 **Entire Agreement.** These Terms, together with any Order Form, constitute the entire agreement between the parties regarding their subject matter and supersede all prior understandings. Any purchase order terms issued by the Customer shall be of no effect.

18.8 **Publicity.** The Company may identify the Customer by name and logo as a user of the Services in its customer lists and marketing materials, unless the Customer objects in writing.

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PART B - PRIVACY AND DATA PROTECTION POLICY

This Privacy and Data Protection Policy (the **"Privacy Policy"**) is published in accordance with the Digital Personal Data Protection Act, 2023 (the **"DPDP Act"**), the Digital Personal Data Protection Rules, 2025 (the **"DPDP Rules"**), the Information Technology Act, 2000 and, to the extent applicable, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. It explains how Eudo Engineering Enterprises collects, uses, stores, shares and protects Personal Data through the Application.

1. ROLES OF THE PARTIES

1.1 **Customer as Data Fiduciary.** In respect of Personal Data of Authorised Users (employees) and of the Customer's own clients and contacts entered into the Application, the Customer determines the purpose and means of processing and is the **Data Fiduciary** under the DPDP Act. The Customer is responsible for issuing notices to, and where required obtaining consent from, such individuals.

1.2 **Company as Data Processor.** In respect of such Personal Data, the Company acts as a **Data Processor** on behalf of the Customer, and processes such data only on the Customer's documented instructions (which include these Terms and the configuration of the Application) and for providing the Services.

1.3 **Company as Data Fiduciary.** The Company acts as a Data Fiduciary only in respect of limited Personal Data it processes for its own purposes, namely the contact and billing details of the Customer's representatives and Customer Administrators, website and support enquiries, and security and audit logs.

1.4 Authorised Users who wish to exercise their rights in respect of data processed on behalf of their employer should first contact their employer. The Company will assist the Customer in responding to such requests.

2. PERSONAL DATA WE PROCESS

Category	Examples	Source
Identity and contact data	Name, employee ID, designation, department, reporting manager, mobile number, e-mail address, profile photograph	Customer Administrator; Authorised User
Account and authentication data	User ID, hashed password, OTP logs, device identifier, session tokens, login timestamps	Application
Attendance and leave data	Check-in/check-out time, work-from-home and tour records, leave applications, leave balances, holidays, comp-off records, selfie or photograph at check-in where enabled	Authorised User; Application
Location data	Precise GPS location at check-in/check-out and, where enabled by the Customer, periodic location during working hours (including in the background), routes and distance travelled, location of client visits	Device sensors
Field sales and client data	Client names and contact details, sales orders, visit notes, call outcomes, sales targets and achievements	Authorised User
Call activity data	Where the cold-calling feature is used: number dialled from the in-app calling list, call time, duration and outcome logged by the user. The Application does not record call audio and does not read the device's general call history unless expressly disclosed and permitted.	Authorised User; Application
Uploaded files	Documents, receipts, photographs and attachments uploaded by Authorised Users	Authorised User

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Category	Examples	Source
Device and technical data	Device model, OS version, app version, IP address, crash logs, battery and permission status	Application
Billing data (Customer)	Legal name, GSTIN, PAN, billing address, invoices and payment status. Card or bank details are processed by the payment gateway and are not stored by the Company.	Customer

3. PURPOSES OF PROCESSING

3.1 Personal Data is processed only for the following specified purposes: (a) creating and administering accounts and authenticating users; (b) recording attendance, work-from-home, tours, leaves and related workforce records for the Customer; (c) enabling field sales, client management, cold calling, visit tracking and route planning; (d) enabling managers designated by the Customer to view the live or historical location of Authorised Users during working hours as configured by the Customer; (e) generating reports and analytics for the Customer; (f) billing, invoicing and GST compliance; (g) providing customer support; (h) maintaining the security and integrity of the Services, detecting fraud, credential sharing and unauthorised access; and (i) complying with Applicable Law and lawful requests of authorities.

3.2 The Company does not sell Personal Data, does not use Customer Data for advertising, and does not use the Personal Data of Authorised Users for any purpose of its own other than as set out above.

4. LEGAL BASIS

4.1 Processing of Authorised Users' Personal Data is undertaken on the Customer's lawful basis, which may be the legitimate use for purposes of employment under Section 7 of the DPDP Act, or the consent of the Authorised User obtained by the Customer. Processing of the Company's own data (Clause 1.3) is undertaken on the basis of consent, performance of contract-related legitimate uses, or compliance with law, as applicable.

4.2 Where processing is based on consent, the Data Principal may withdraw consent at any time with the same ease with which it was given. Withdrawal shall not affect the lawfulness of processing prior to withdrawal and may result in certain features (for example, location-based attendance) becoming unavailable.

5. LOCATION DATA - SPECIFIC DISCLOSURE

5.1 **ETracker collects precise location data to enable attendance verification, field visit tracking, route optimisation and manager visibility of employee location, including when the Application is closed or not in use, if background location tracking has been enabled by your employer.** Location collection is limited to the working hours or duty periods configured by the Customer. The Authorised User will be shown a prominent in-Application disclosure and an operating-system permission prompt before location is collected, and may revoke location permission at any time from device settings, subject to the employer's policies.

5.2 Location data is visible only to the Authorised User and to persons designated by the Customer (such as reporting managers and Customer Administrators). The Company does not use location data for advertising or share it with data brokers.

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6. SHARING AND DISCLOSURE

6.1 Personal Data may be disclosed only to: (a) the Customer and persons designated by it; (b) sub-processors engaged by the Company to provide the Services, such as cloud hosting providers, mapping services, notification services, SMS and e-mail providers and payment gateways, each bound by contractual obligations of confidentiality and security; (c) professional advisers, auditors and tax authorities, to the extent necessary; (d) law enforcement agencies, courts, regulators or other authorities when required by Applicable Law or a lawful order; and (e) a successor entity in the event of a merger, acquisition or transfer of business, subject to equivalent protections.

6.2 A current list of principal sub-processors is available on request at product@eudosoft.com.

7. STORAGE LOCATION AND CROSS-BORDER TRANSFER

7.1 Customer Data is hosted on secure cloud infrastructure located in the Amazon Web Services (AWS) Mumbai region, India. Certain sub-processors (for example, mapping or notification services) may process limited data outside India. Any transfer of Personal Data outside India shall be undertaken only in compliance with Section 16 of the DPDP Act and shall not be made to any country or territory restricted by the Central Government by notification.

8. DATA RETENTION AND DELETION

8.1 Personal Data is retained for the duration of the Customer's subscription and thereafter only for so long as is necessary for the specified purposes or as required by Applicable Law (including tax, accounting and GST record-keeping obligations). Following termination and the expiry of the data export window under Clause 15.4 of Part A, Customer Data shall be deleted or irreversibly anonymised within ninety (90) days, save for data the Company is legally required to retain and backups which will be overwritten in the ordinary course.

8.2 **Account deletion.** An Authorised User may request deletion of his or her account from within the Application (Profile > Delete Account) or by e-mail to product@eudosoft.com. As accounts are created and managed by the Customer, every deletion request shall be routed to and processed by the Customer Administrator, and the Company shall give effect to the deletion upon the Customer's instruction. The Customer shall process such requests without undue delay and in any event within the period prescribed under Applicable Law. Where the Customer has a legal or employment-related obligation to retain certain records (such as attendance records), such records may be retained by the Customer as permitted by law, and the requester will be so informed. The Company shall action deletion requests in accordance with Applicable Law and these Terms.

9. SECURITY SAFEGUARDS

9.1 The Company implements reasonable security safeguards as required under Section 8(5) of the DPDP Act and the DPDP Rules, including: encryption of data in transit (TLS) and at rest; role-based access controls; logging and monitoring of access; secure software development practices; periodic backups; restriction of production access to authorised personnel; and contractual security obligations on sub-processors.

9.2 No method of transmission or storage is completely secure. The Customer is responsible for the security of its own devices, networks, credentials and user-access management.

9.3 **Personal data breach.** In the event of a personal data breach affecting Customer Data, the Company shall notify the affected Customer without undue delay and provide reasonable information and assistance to enable the Customer, as Data Fiduciary, to notify the Data Protection Board of India and affected Data Principals in the manner and within the timelines prescribed under the DPDP Rules. In respect of data for which the Company is the Data Fiduciary, the Company shall itself make such notifications.

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10. RIGHTS OF DATA PRINCIPALS

10.1 Subject to the DPDP Act and DPDP Rules, Data Principals have the right to: (a) obtain a summary of Personal Data processed and the processing activities undertaken; (b) seek correction, completion and updating of inaccurate or incomplete Personal Data; (c) seek erasure of Personal Data that is no longer necessary for the specified purpose, unless retention is required by law; (d) withdraw consent where processing is based on consent; (e) nominate another individual to exercise rights in the event of death or incapacity; and (f) avail grievance redressal.

10.2 Requests may be made through the Application or by writing to product@eudosoft.com. Requests relating to data processed on behalf of an employer shall be forwarded to the relevant Customer. Grievances shall be resolved within the period specified in Part E, which shall not exceed ninety (90) days. If not satisfied, the Data Principal may approach the Data Protection Board of India after exhausting this mechanism.

10.3 Data Principals shall comply with their duties under Section 15 of the DPDP Act, including not furnishing false particulars, not impersonating another person and not registering false or frivolous grievances.

11. CHILDREN

11.1 The Application is intended solely for use by adult employees of business entities. It is not directed at, and must not be used by, any person below eighteen (18) years of age. The Company does not knowingly process Personal Data of children.

12. CHANGES TO THIS PRIVACY POLICY

12.1 The Company may update this Privacy Policy from time to time. The updated version will be published in the Application and on the ETracker administrator web portal with a revised "Last updated" date. Material changes shall be notified to Customer Administrators.

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PART C - PAYMENT, GST AND NO-REFUND POLICY

1. FEES AND PLANS

1.1 Fees are determined by the subscription plan, number of Seats, modules and add-ons selected by the Customer, as set out in the Order Form, the Company's quotation, the pricing page or the in-Application plan selection. All Fees are quoted in Indian Rupees (INR) and are **exclusive of Goods and Services Tax and all other applicable taxes, duties and levies**, unless expressly stated otherwise.

1.2 The Services are provided strictly on a prepaid basis. Subscriptions are available on a monthly, quarterly, half-yearly or annual basis as selected, and the Fees for each Subscription Term are payable in full in advance. Seats added during a Subscription Term shall be charged on a pro-rata basis for the remainder of that term, shall be payable before the additional Seats are activated, and shall be co-terminous with the existing term. Seats may not be reduced during a Subscription Term; reductions take effect only from the next renewal.

1.3 The Company may revise its Fees with effect from the next renewal by giving at least thirty (30) days' prior notice. Fees for the then-current Subscription Term shall not be increased, save for changes in applicable taxes.

2. INVOICING AND PAYMENT

2.1 The Company shall issue tax invoices in accordance with the Central Goods and Services Tax Act, 2017, the applicable State Goods and Services Tax Act, the Integrated Goods and Services Tax Act, 2017 and the rules made thereunder (collectively, the **"GST Laws"**).

2.2 All Fees shall be paid in full, in advance, by bank transfer (NEFT/RTGS/IMPS), UPI, or through the payment gateway provided in the Application or the administrator web portal. The Services, and any renewal, upgrade or additional Seats, shall be activated only upon receipt of cleared funds in the Company's account. The Company shall have no obligation to provide any Services for which payment has not been received.

2.3 All bank, gateway and transaction charges levied by the Customer's bank or payment provider shall be borne by the Customer.

2.4 Where the Services are purchased through in-app purchase on the Google Play Store or the Apple App Store, payment, billing, renewal and cancellation are processed by the respective store under its terms, and any request for refund of such payments shall be governed exclusively by the policies of that store.

3. GOODS AND SERVICES TAX

3.1 GST shall be charged at the rate applicable from time to time under the GST Laws on the supply of the Services, as CGST and SGST for intra-State supplies or IGST for inter-State supplies, based on the place of supply determined under the GST Laws, under the Services Accounting Code applicable to the Services.

3.2 The Customer shall provide its correct legal name, GSTIN, State and billing address at the time of subscription and shall promptly notify any change. The Company shall report the supply in its returns on the basis of the information so provided. **The Company shall not be liable for any denial or loss of input tax credit arising from incorrect, incomplete or late information furnished by the Customer, or from the Customer's own non-compliance.** Requests for amendment of an invoice shall be entertained only within the period and to the extent permitted under the GST Laws.

3.3 Any change in the rate of GST, or the introduction of any new tax, cess or levy on the Services, shall be borne by the Customer.

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3.4 Where the Customer is required by applicable income-tax law to deduct tax at source (TDS) on payments to the Company, the Customer shall deduct only at the rate prescribed, deposit the same with the Government within the prescribed time, and furnish the TDS certificate to the Company within the prescribed period. If the TDS certificate is not furnished, or the deduction is not reflected in the Company's tax credit statement, the amount deducted shall be treated as unpaid, shall be payable by the Customer, and the Company may suspend the Services until it is paid. GST shall in all cases be payable on the gross invoice value.

4. EXPIRY AND AUTOMATIC SUSPENSION

4.1 **Access to the Services shall be suspended automatically, without any further notice, at the date and time on which the paid Subscription Term expires, unless the Fees for the next Subscription Term have been received by the Company before that date and time.** The Company may, as a courtesy, send renewal reminders to the Customer Administrator before expiry, but the failure to send or receive any reminder shall not affect such suspension.

4.2 During suspension, Authorised Users shall not be able to log in to or use the Application, and attendance, location and activity data shall not be captured. The Company shall have no liability for any loss arising from such suspension, including loss of attendance records, missed check-ins or interruption of the Customer's operations.

4.3 Access shall be restored upon receipt of the renewal Fees, provided that renewal takes place within thirty (30) days of expiry. If the subscription is not renewed within thirty (30) days of expiry, the subscription shall stand terminated and Customer Data shall be dealt with in accordance with Clause 15.4 of Part A and Clause 8 of Part B.

5. NO-REFUND POLICY

5.1 ALL FEES PAID OR PAYABLE ARE NON-CANCELLABLE AND NON-REFUNDABLE. THE COMPANY DOES NOT PROVIDE REFUNDS, CREDITS OR PRO-RATA ADJUSTMENTS FOR ANY REASON, INCLUDING PARTIAL USE OR NON-USE OF THE SERVICES, UNUSED SEATS OR MODULES, DOWNGRADE OF PLAN, EARLY TERMINATION OR CANCELLATION BY THE CUSTOMER, SUSPENSION OR TERMINATION DUE TO THE CUSTOMER'S BREACH OR NON-PAYMENT, DISSATISFACTION WITH FEATURES, OR CHANGES IN THE CUSTOMER'S BUSINESS OR WORKFORCE.

5.2 One-time fees, including implementation, onboarding, configuration, data migration, customisation and training fees, are earned upon commencement of the relevant work and are non-refundable in all circumstances.

5.3 Cancellation of a subscription shall take effect at the end of the then-current paid Subscription Term, and the Customer shall continue to have access until such time. Cancellation stops future renewals only.

5.4 **Limited exceptions.** Notwithstanding Clause 5.1, the Company shall refund (a) any amount debited twice for the same invoice, or (b) any amount charged in clear error by the Company, in each case upon the Customer raising a written claim with proof of payment at product@eudosoft.com within thirty (30) days of the debit. Approved refunds shall be processed to the original payment source within fifteen (15) working days of approval, subject to applicable GST adjustments through a credit note.

5.5 Any free trial or free plan is provided "as is" without any commitment, and the Company may modify or withdraw it at any time. At the end of a trial, the Customer must subscribe to a paid plan to continue using the Services, and Customer Data from the trial may be deleted after thirty (30) days.

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6. BILLING DISPUTES

6.1 Any dispute concerning an invoice must be notified in writing to product@eudosoft.com within seven (7) days of the invoice date, failing which the invoice shall be deemed accepted. The Customer shall pay the undisputed portion of any invoice by its due date.

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PART D - ACCEPTABLE USE AND ANTI-UNAUTHORISED ACCESS POLICY

This Acceptable Use Policy applies to the Customer, its Customer Administrators and all Authorised Users. It is designed to ensure fair use of the Application, to protect the Company's intellectual property, and to prevent any access to or sharing of the Application otherwise than with the Company's express consent.

1. FAIR USE

1.1 The Application shall be used only for the lawful internal business purposes of the Customer, within the number of Seats, modules and usage limits purchased, and in accordance with any reasonable fair-use limits on storage, API calls, location pings, notifications, SMS or file uploads specified in the plan or notified by the Company. Use materially in excess of such limits may be throttled or charged at the prevailing rates.

2. PROHIBITED CONDUCT

2.1 No person shall, directly or indirectly:

(a) share login credentials, OTPs or authenticated devices with any other person, or permit more than one individual to use a single Seat;

(b) provide access to the Application, or to any screen, report, export or data from it, to any person who is not an Authorised User of the Customer, including any third party, competitor, client or affiliate, without the Company's prior written consent;

(c) access or attempt to access any account, data, server, network or system not intended for that person, or circumvent, disable or interfere with authentication, licensing, Seat-count, device-binding or other security or access-control measures;

(d) copy, scrape, crawl, frame, mirror, decompile, disassemble, reverse engineer, or create derivative works of the Application, or use automated means (bots, scripts or scrapers) to access it except through APIs expressly provided by the Company;

(e) resell, sub-license, rent, lease, white-label or otherwise commercially exploit the Application;

(f) use spoofed, mocked or falsified location, emulators, rooted or jail-broken devices, or any tool designed to manipulate attendance, location, time stamps or other records;

(g) upload or transmit any virus, malware, ransomware or other harmful code, or carry out any denial-of-service attack, penetration test or vulnerability scan without the Company's prior written consent;

(h) upload, host, display or transmit any content that is unlawful, defamatory, obscene, infringing, invasive of privacy, or otherwise prohibited under Rule 3(1)(b) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021;

(i) use the Application to stalk, harass or unlawfully surveil any person, or to track any individual without a lawful basis and proper notice;

(j) impersonate any person or entity, or misrepresent one's affiliation with the Customer; or

(k) use the Application in violation of Applicable Law, including the Information Technology Act, 2000, the DPDP Act, the Copyright Act, 1957 and the Bharatiya Nyaya Sanhita, 2023.

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3. LEGAL CONSEQUENCES

3.1 The Customer and Authorised Users acknowledge that unauthorised access to the Application, its computer systems or data, the introduction of contaminants, the fraudulent use of another person's password or unique identification feature, and cheating by personation using a computer resource may attract civil liability to pay compensation and criminal prosecution under, among others, Sections 43, 66, 66C and 66D of the Information Technology Act, 2000, and under the Copyright Act, 1957 and the Bharatiya Nyaya Sanhita, 2023.

3.2 Upon any breach of this Part D, the Company may, at its discretion and without liability or refund: (a) issue a warning; (b) immediately suspend or terminate the access of the relevant Authorised User or the Customer as a whole; (c) invoice for any unlicensed use at the prevailing rates for the entire period of such use; (d) recover damages, including for loss of licence revenue; (e) seek injunctive relief, it being acknowledged that damages alone may not be an adequate remedy; and (f) report the matter to law-enforcement authorities.

4. MONITORING AND AUDIT

4.1 The Company may monitor usage metadata (such as login patterns, device identifiers, concurrent sessions and IP addresses) solely to enforce these Terms, ensure security and detect unauthorised access or credential sharing. Upon reasonable written request, not more than once in any twelve (12) month period (or at any time upon reasonable suspicion of breach), the Customer shall certify in writing its compliance with this Part D and the number of individuals with access to the Application.

5. REPORTING

5.1 Any person who becomes aware of a security vulnerability, unauthorised access or misuse of the Application should report it immediately to product@eudosoft.com. Responsible disclosure is appreciated; testing beyond what is necessary to demonstrate the issue, or accessing other users' data, is prohibited.

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PART E - GRIEVANCE REDRESSAL AND CONTACT INFORMATION

1. In accordance with the Information Technology Act, 2000, the rules made thereunder, and the DPDP Act and DPDP Rules, the Company has designated the following officer to address grievances, data-principal requests and complaints relating to the Application:

Particular	Details
Grievance Officer	Shankar, Grievance Officer
Organisation	Eudo Engineering Enterprises (developer: EudoSoft)
Address	Parli, Beed, Maharashtra - 431515, India
E-mail (grievances, privacy, billing, security and notices)	product@eudosoft.com
Availability	E-mail is monitored 24 x 7. A response will be sent within forty-eight (48) hours of receipt.

2. Grievances should include the complainant's name, contact details, the Customer (employer) name, a description of the grievance and any supporting documents. The Grievance Officer shall acknowledge receipt of a grievance within forty-eight (48) hours and shall endeavour to resolve it within fifteen (15) days, and in any event within the period prescribed by Applicable Law, which for grievances under the DPDP Act shall not exceed ninety (90) days from receipt.

3. A Data Principal who is not satisfied with the resolution may, after exhausting the above mechanism, file a complaint with the Data Protection Board of India in accordance with the DPDP Act and DPDP Rules.

SCHEDULE 1 - DEVICE PERMISSIONS AND THEIR PURPOSE

The Application requests only those device permissions that are necessary for the features enabled by the Customer. Permissions may be granted or revoked from the device settings; revoking a permission may disable the related feature.

Permission	Purpose	When used
Location (precise, while in use)	Geo-tagged check-in/check-out, client visit verification	At check-in, check-out and visit logging
Location (background)	Live location visibility to managers, route and distance tracking, route optimisation	Only during working hours/duty periods configured by the employer, and only if enabled
Camera	Selfie at attendance, photographs of visits, receipts and documents	When the user captures a photo
Photos / Files / Storage	Uploading documents and attachments	When the user selects a file
Phone (place calls)	Dialling numbers from the in-app cold-calling list	When the user taps to call
Notifications	Leave approvals, task reminders, alerts	As triggered by workflow events
Network access	Synchronising data with the Company's servers	While the Application is in use or syncing

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