

Privacy Policy

Introduction

1. Welcome to Clarity's Privacy Policy ("**Policy**"). This Policy explains how Clarity collects, uses, discloses, stores, protects, and shares your information. This Policy is to be read in conjunction with Clarity's Listener's Policy.
2. This privacy policy applies to the mobile application ("**App**") and website. Clarity collects certain information about you which is sometimes shared with other Users and third-party service providers.
3. The App and Sites are global, and your information will be sent to and used in the United States and India regardless of the country you reside in. This Policy explains how Clarity protects your personal data when it is transferred overseas for storage and processing.

Who is Clarity?

4. The App and website are operated by We Heal Private Limited, which is the controller of personal information collected and processed through the Clarity App and website.
5. We Heal Private Limited has designated Mr. Pradumn Mohan Davey as the Data Protection Officer and he can be reached at dpo@wehealapp.in.

Relationship

6. A Listener is an independent contractor and will not be considered an employee of Clarity and will not be entitled to any of the benefits normally provided to employees of Clarity.

7. A Listener and Clarity acknowledge and agree that no partnership relationship between Clarity and the Listener can be construed by this Policy or by the performance of any services.

Services

8. A Listener warrants that he/ she will report to Clarity in any instance of conflict of interest, as soon as the existence or potential for conflict of interest becomes known to the Listener. Should Clarity determine, after a reasonable period, that a conflict of interest exists or has the potential to arise, Clarity will inform the Listener of such decision, and the Clarity shall have the unfretted right to terminate its arrangement with the Listener.

Transfer of Moral Rights

9. All right, title and interest, including all rights of integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, or the like (collectively, "**Moral Rights**"), in the Information and to any patents, patent rights, copyrights, trademark rights, mask work rights, trade secret rights, and all other intellectual and industrial property and proprietary rights that currently exist or may exist in the future anywhere in the world in the Proprietary Information (collectively the "**Rights**") therewith shall be the sole property of Clarity. No interest, license or right, respecting the Information, other than expressly set out herein, is granted to the Consultant under this Policy by implication or otherwise.

Transfer of Rights

10. The Listener understands that all Information is the property of Clarity. In addition, the Listener hereby agrees to assign to Clarity, without further consideration, all existing and future Rights that the Listener may presently have or may acquire, free and clear of all liens and encumbrances, in and to the Information, which shall be the sole property of Clarity, whether or not it is registrable intellectual property. No interest, license or right, respecting the

Information, other than expressly set out herein, is granted to the Listener under this Policy or the Listener Policy or the Offer letter by implication or otherwise.

Non-Competition and Non – Solicitation

11. During the tenure of the Offer Letter, the Listener shall not enter into any service or employment agreement with any competitor of Clarity or with such third party which offer similar services like Clarity. The Listener agrees that such a restriction is reasonable, in all circumstances, for the legitimate protection of Clarity's business and interests. In the event, a Listener breaches this Policy condition, the Listener agrees to pay Clarity and amount of Rs. 10,00,000 (Rs. Ten Lakhs only) by way of liquidated damages. The Listener agrees and acknowledges that the said amount is a reasonable pre-estimate of damaged that Clarity will suffer on account of Listener's breach of this Policy condition.

Information

12. When you download the App and create an account ("**Account**"), we may collect certain information about you, such as:
 - a. Contact information such as
 - i. Name.
 - ii. Username.
 - iii. Email address.
 - iv. Mobile number.
 - b. Demographic information such as
 - i. Age
 - ii. Gender identity
 - iii. Date of Birth
 - iv. Location
 - c. Health information, such as

- i. medical history.
 - ii. current symptoms.
 - d. Other information, such as
 - i. Information user may choose to provide, such as in messages to professionals.
 - ii. Login information from google/ other sites.
 - iii. Device information
- 13. Clarity collects this information to provide mental health assistance to Clarity's users and to improve the App's services. Clarity may also use this information to communicate with users, send marketing materials, and analyze usage trends.
- 14. When you visit the App/ Clarity's website, Clarity may collect personal data from you automatically by using cookies or similar technologies.
- 15. Apart from the foregoing, Clarity also stores payments related data, such as
 - a. When you use Clarity's services for purchases or other financial transactions, Clarity process additional information about you, including payment account and transaction information.
 - b. Payment account and transaction information including information needed to complete the transaction (this includes information about the payment method, amounts involved).
 - c. When any party registers to use services making or giving payments, Clarity receive your bank's name and confirm the bank account for use.
 - d. Clarity also does not have access to the *BHIM UPI PIN* because it is encrypted by Common Library (CL) software provided by *National Payments Corporation of India*.

- e. If a user would like to manage, change, limit, or delete the payment information, we allow the user to do that through Payments settings or by deleting your account.
16. Clarity's services do not provide access to emergency services or emergency services providers, including the medical, police, fire departments, or hospitals, or otherwise connect to public safety answering points. A user should ensure he/she contacts the relevant emergency services providers or local administration. Clarity's services are limited to providing general non-certified advisory, discussions and guidance only.

Consent

17. By using the App/ Clarity's website, you agree to the terms of this Privacy Policy and consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use the App/ website.

Information Storage

18. CLARITY stores any data entered by the user, in a very secured format deterring any leakage or misuse. Clarity stores your personal information on secure servers located in India and United States of America. We take appropriate technical and organizational measures to safeguard your personal information against unauthorized or unlawful processing, accidental loss, destruction, or damage. However, we cannot guarantee the security of your personal information transmitted through the internet or stored on our servers.

Data Transfer

19. Clarity may transfer your personal information to third parties, including licensed professionals and service providers, located in countries outside of the European Economic Area (EEA). Clarity will ensure that any such transfer complies with

GDPR and that appropriate safeguards are in place to protect your personal information.

Limitation of Liability

20. CLARITY, as far as its publishing and online involvement is concerned, is only an intermediary as defined under the “Information Technology Act, 2000” and “Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021” and does not modify and edit or in any way manipulate user-generated contents (if any), and therefore, is protected under extant law.

Usage of Information

21. Clarity may use your Information to:

- a. offer you our services and features;
- b. contact you with information about the App (e.g., updates and new features);
- c. personalise the App/website and the content Clarity deliver to you;
- d. conduct research and analytics about how you use and interact with the App/website;
- e. to test new technologies and processes designed to enhance and improve the App/website;
- f. resolve disputes, troubleshoot problems and to enforce Clarity’s terms & conditions, Listener’s Policy and other obligations;
- g. investigate fraud, protect Clarity’s legal rights.
- h. to send you information about the promotions and offers; and

- i. protect you and third parties from harm.

Service Providers

22. Clarity engages certain trusted third parties to perform functions and provide services to Clarity (“**Service Providers**”). The Service Providers with which Clarity shares User personal data vary depending on a variety of factors, such as which of our App, Website and services a User engages with. Clarity may also use cookies to identify your device, remember your preferences, and personalize your experience on the App.

Your Rights

23. The privacy laws applicable in your country of usage may give you the following rights:
- a. Right to be informed: what personal data an organisation is processing and why (as provided in this Privacy Policy).
 - b. Right of access: you can request a copy of your data.
 - c. Right of rectification: if the data held is inaccurate, you have the right to have it corrected.
 - d. Right to erasure: you have the right to have your data deleted in certain circumstances.
 - e. Right to restrict processing: in limited circumstances, you have the right to request that processing is stopped but the data retained.
 - f. Right to data portability: you can request a copy of certain data in a machine-readable form that can be transferred to another provider.

- g. Right to object: in certain circumstances (including where data is processed on the basis of legitimate interests or for the purposes of marketing) you may object to that processing.
 - h. Rights related to automated decision-making including profiling: there are several rights in this area where processing carried out on a solely automated basis results in a decision which has legal or significant effects for the individual. In these circumstances your rights include the right to ensure that there is human intervention in the decision-making process.
24. The particular rights which are applicable to you (which might include other rights not listed above) may vary depending on your country. You should make yourself aware of the rights you have under applicable privacy laws in your country.
25. If you want to exercise any of your rights listed above please reach out to Clarity's Data Protection Officer at dpo@wehealapp.in. For your protection and the protection of all of our Users, we may need to request specific information from you to help us confirm your identity before we can answer the above requests.

Disclosure of Information

26. Clarity may disclose your personal information to third parties, including licensed professionals and service providers, for the purpose of providing the services requested by you. Clarity may also disclose your personal information if required by law or if we believe that such disclosure is necessary to protect our rights or the rights of others. However, CLARITY as per law, is legally bound to disclose information that any government organization with proper instructions from the court of law, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

Changes to Privacy Policy

27. Clarity may update this Privacy Policy from time to time. If Clarity makes material changes to this Privacy Policy, Clarity will notify you by posting a notice on the App/ website.

Indemnity

28. You agree to indemnify and hold harmless, defend and assist Clarity, its partners, officers and employees from and against any and all losses and claims by third parties for damages, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, your breach of any of the conditions of this Policy, including all such causes of action based upon common, constitutional, or statutory law.

Severability

29. If any provision of this Policy shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Policy shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Policy shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

Dispute Resolution and Governing Law

30. The law governing any dispute arising out of or related to Clarity shall be under express jurisdiction of courts at 'New Delhi'. The 'Governing Law' would be Indian Law. You and Clarity agree that all disputes between you and Clarity shall be referred to 'Arbitration' under sole arbitrator, appointed mutually. The language used, shall be English.
31. With regard to parties based out of India, it would be assumed that the subject matter of any dispute arose in India and shall be subject to the substantial law of India.

32. This Policy, should you choose to proceed to use any of Clarity's services, bind you legally, and this document expressly bars the jurisdiction of any other court or forum not based out of New Delhi, India.

Contact Us

33. If you have any questions or concerns about this Privacy Policy, please contact the Data Protection Officer at dpo@wehealapp.in.