

Privacy Policy

Last updated on 16 November, 2021.

Renewable Coach Inc. (“**Renewable Coach**”, “**Company**”, “**We**“, “**Us**“, or “**Our**“), owns and operates the website <https://www.airmeet.com/> (hereinafter referred to as “**the Platform**”) is committed to protecting Your privacy and the Personal Data (*defined hereinafter*) that You share while using the Platform.

Renewable Coach is a virtual event hosting technology platform which enables Hosts to organise Events and connects them with Participants for providing them Services through the Platform.

This privacy policy (“**Privacy Policy**”) is incorporated into and subject to Our terms of use (“**Terms**”) and shall be read harmoniously and in conjunction with the Terms. Unless specifically defined herein, all capitalised terms used herein but not defined in this Privacy Policy shall have the meaning ascribed to them under the Terms.

This Privacy Policy specifies the manner in which Your Personal Data is collected, received, stored, disclosed, transferred, dealt with, or otherwise processed by the Company through Your use of the Platform. This Privacy Policy does not apply to information that You provide to, or that is collected by, any Third Party Service Providers (*defined hereinafter*) through the Platform, and any Third Party Sites (*defined hereinafter*) that You access or use in connection with the Services offered on the Platform.

Please read the Privacy Policy carefully prior to using or registering on the Platform or accessing any Content or availing any Services through the Platform. By visiting the Platform or setting up or creating an Account on the Platform for availing the Services and clicking on the “*I accept*” button provided on the Platform, You (“**You**”, “**Your**”, “**Yourself**” *as applicable*) accept and agree to be bound by the terms and conditions of this Privacy Policy and consent to the Company collecting, storing, processing, transferring, sharing and using Your information including Your Personal Data in accordance with this Privacy Policy. Please note that the term “You” under this Privacy Policy, shall mean the Hosts and Participants individually and collectively, when the context requires.

In case You are a Host who is accessing the Platform as a representative of and on behalf of a legal entity or organisation, (i) You represent and warrant that You have the full authority to represent the legal entity and have power to bind them; and (ii) You understand that the Privacy Policy, upon acceptance by You, is applicable to and binds all other persons co-hosting an Event and accessing or using the Platform and the Services on behalf of the same legal entity or organisation for this purpose.

Further, in case You are a minor as per the laws of the territory/country from where You are accessing the Platform, You (i) accept and acknowledge that You are accessing the Platform through a parent or a legal guardian who is of a legal age to form a binding contract in accordance with applicable laws of such territory/country and such person has accepted this Privacy Policy on Your behalf to bind You, and also hereby undertake that You are permitted to lawfully access the Platform from the territory/country from which You are accessing it; and (ii) hereby acknowledge that You are accessing this Platform (including the interactive features therein) under the supervision of Your parent or legal guardian and have their express permission to use

the Services. Please note that there are certain specific provisions of the Privacy Policy which may be applicable to You in case You are a minor. If You believe Your minor is accessing the Services or Platform without Your consent, please contact Us.

1. Our statement of privacy practice

We are not in the business of selling Personal Data collected by Us from You. We use Your Personal Data to provide Services to You, service Your requests, process payments for the Services, communicate with You regarding the Services, generally maintain Your Account with Us, and enhance and customize Your overall experience on the Platform.

2. Manner of collection of Personal Data

“**Personal Data**” means any information about an individual/natural person from which that person can be identified, directly or indirectly, and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules, or regulations. It does not include data where the identity has been removed or anonymous data and this Privacy Policy does not apply to such anonymised data or de-identified or aggregated data.

We collect Personal Data about You by different methods including through:

- **Information You voluntarily provide Us including during Account creation**

This comprises of the Personal Data You provide directly to Us including while creating an Account with Us, subscribing to Our Services, attending in an Event, by providing Payment Details, or while providing feedback or by contacting Us; and

- **Information automatically collected**

Certain Personal Data about You is automatically collected by Our systems, in connection with Your use of Our Services and/or visit to Our Platform through cookies, third – party tools, server logs and other similar technologies.

3. Data We collect about You

We collect the following categories of data about You:

- **Identification data**

This includes Your image (profile picture) and complete name, email address, complete address, pin code, city, country, mobile/telephone numbers, username or similar identifier, title or designation and name of the organisation, if applicable.

- **Transactional data**

This includes Payment Details and other information regarding payments You make available to Us and other details of products and Services You have accessed or used through the Platform. We do not store card details on Our servers. Credit and debit card payments are processed by Third Party Service Providers engaged by Us, including payment aggregators or gateways on their secure payment server and all card details are fully encrypted and stored by them.

- **Automated data**

This includes Your internet protocol (IP) address, third party tools, browser type and version, software and hardware attributes and information, time zone setting and location, browser plug-in types and versions, internet service provider, cookie information, type of camera, microphone or speakers, device information, operating

system and website, browser actions and patterns and other technology on the devices You use to access the Platform and/ or the Services.

- **Account data, User communications and Posts**

This includes Your username and password (stored in encrypted format), Events attended by You (including duration, participation/engagement, join and leave time), Your interests, preferences (including communication preferences) and how You use the Platform and Services, Your correspondences, emails, testimonials, networking tables, postings, reviews, chat rooms, feedback and survey responses.

4. Use of data collected

Our primary purpose in collecting Personal Data is to provide You with a secure, smooth, efficient, and customised experience on the Platform. In general, We process Your Personal Data and non-Personal Data to create, develop, operate, deliver, and improve the Platform and the Services. We shall use this information in the following ways:

1. To create and manage Your Account;
2. To meet or fulfil the reason You provided the Personal Data to Us;
3. To provide, maintain, develop, protect, and improve the Services including testing, research, analysis, and development of the Platform;
4. To understand Your preferences and to enhance and customize Your experience of using the Platform;

5. To communicate with You about the Services, including Service announcements, notices, updates, or changes;
6. To provide support and assistance for the Services;
7. To personalize Platform content and communications based on Your preferences;
8. To process transactions including purchase of Tickets or availing of Subscription Plans, as may be applicable;
9. To respond to Your inquiries, grievances and fulfil Your requests or to send any notice to You as specified in the Terms or this Privacy Policy;
10. To perform data analysis, analyse trends, internal research for technological development;
11. To share such Personal Data with any Third Party Service Providers engaged by the Company, in the course of providing or enabling provision of the Services through the Platform;
12. To protect against or deter fraudulent, illegal, or harmful actions and maintain safety, security, and integrity of the Platform and/or the Services;
13. To comply with Our legal or contractual obligations, resolve disputes, and enforce our Terms or this Privacy Policy; and
14. To respond to law enforcement requests as required by applicable law, court order, or governmental regulations.

If you are a Host, in addition to the above, We may also use your Personal Data for the following purposes:

1. To communicate with you about the offers and features in relation to the Services; including serving targeted offers and ads through the Services; and
2. To provide marketing communication to you.

It is hereby clarified that such offers, ads or marketing communications as referred in clauses (i) & (ii) above are not directed towards Participants.

We will not collect additional categories of Personal Data or use the Personal Data collected by Us for materially different, unrelated, or incompatible purposes without seeking Your express consent.

Further, We may send You emails regarding Your use of the Services. If You do not wish to receive communications from Us, please indicate Your preference by emailing Us at support@airmeet.com. You will not be able to opt-out of receiving administrative messages, customer service responses or other transactional communications. Also, We may receive a confirmation when You open an email from Us, which helps Us improve Our Services.

If you are a Host, We may also send promotional emails to you. However, We will provide you the ability to opt-out of receiving such promotional emails from Us. If you do not wish to receive promotional communications from Us, please indicate your preference by emailing Us at support@airmeet.com.

5. Disclosure of Personal Data

Airmeet may disclose Your Personal Data to third party vendors and service providers including payment aggregators, processors or gateways (“**Third Party Service Providers**”), to facilitate the provision of Services (or any part thereof) through the Platform and to provide services, such as auditing, data analysis, and to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to Our Services. Airmeet may also disclose Personal Data of Hosts to Third Party Service Providers for seeking their assistance with delivery of relevant marketing messages and advertisements to Hosts. Airmeet contractually mandates these Third Party Service Providers to keep such Personal Data confidential and use it only for the purposes for which Airmeet discloses it to them.

Airmeet may share or disclose Participant’s complete name, email address, designation, organisation, country, and city and other information that may be required by the Host, whose Event the Participant wishes to attend. If You are a Participant, You expressly consent to the disclosure of Your aforementioned Personal Data by Airmeet to the relevant Host whose Event You wish to attend. Further, Airmeet may also share participation related details (including in the booths in the arena) of the Participants with the Host from time to time. Such participation related details may include the number of Participants who joined an Event, number of visits by the Participants to a booth in the arena on the Platform, number of new registrants for an Event, number of repeat registrants for an Event, etc. Please note that Airmeet is not liable for the treatment of such information thereafter by the Host.

Please note that any Event Content or Personal Data that You share or upload during any Event, either as a Participant or as a Host, accessing any of the interactive features on the Platform, including turning on Your video camera or audio feature on the

Platform or a message or a chat sent by You or content shared by You, can be viewed by other Users participating in that Event.

Airmeet may need to disclose Your Personal Data, if required to do so by law or in the good faith belief that such disclosure is reasonably necessary *inter-alia* to: (a) comply with a legal obligation or legal process; (b) protect and defend the legal rights or property of the Company, including to enforce Our agreements, policies, this Privacy Policy, and Terms; (c) protect the safety of the Company, including its employees, representatives, agents, Users, or any person, in an emergency. In such an event, the Company shall be under no obligation to inform You or seek Your approval or consent.

We may share aggregated anonymized (and de-identified) information about You with third parties either through the Platform or otherwise, at Our discretion. We may also provide Platform level recommendations on matters relating to Services and Hosts, which may be conducted by Airmeet or any Third Party Service Provider engaged by Airmeet on its behalf, for this purpose.

Airmeet may disclose or transfer Your information (personal or otherwise) to third parties (including during negotiation) to whom Airmeet may choose to sell, transfer, merge or divest all or a portion of its business or assets or in connection with any financing, acquisition, bankruptcy, dissolution, transaction, or proceeding.

Alternatively, Airmeet may seek to acquire other businesses or merge with them. In such cases, such third party shall be contractually bound to comply with the terms of this Privacy Policy, in relation to any Personal Data disclosed to them.

Airmeet may store information that You provide at data centres or servers, whether owned, leased, licensed, or used by Airmeet, at a jurisdiction different to where You

reside. By using Airmeet or providing Personal Data for any of the purposes stated in this Privacy Policy, You consent to the transfer to and storage of Your Personal Data to any third party jurisdiction. We may store Your Personal Data (or any portion thereof) locally in order to comply with requirements under specific local laws and regulations which may be applicable to Us.

6. Security

Airmeet takes reasonable steps to help protect Your rights of privacy and Your Personal Data in an effort to prevent loss, misuse, unauthorized access, disclosure, alteration, or destruction of such information, in compliance with applicable laws. The technical and organizational measures adopted by Us to protect Your Personal Data have been determined after taking into account state of the art technology, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing, both at the time of the determination of the means for processing and at the time of the processing itself. We have implemented measures that ensure that only Personal Data which is necessary for each specific purpose of processing is processed.

When Payment Details and other payment card account information is being transmitted on or through the Platform, it will be protected by encryption technology. You expressly consent to the collection and sharing of Your information including Personal Data with Third Party Service Providers to process payments and manage payment card information. Airmeet does not itself store Your payment or payment card information and does not have direct control over or responsibility for Your

payment or payment card information. Airmeet takes reasonable measures to protect the transmission of Your payment or payment card information and/or Personal Data to ensure that they are secure. However, Airmeet assumes no liability or responsibility for disclosure of Your information including Personal Data due to errors in transmission, unauthorized third party access, or other causes beyond its reasonable control. You play an important role in keeping Your Personal Data secure. You shall not share Your user name, password, or other security information for Your Account with anyone.

7. Transparency and Consent

Your acknowledgement: All information disclosed by You shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/ genuineness/ misrepresentation/ fraud/ negligence, etc. of the information disclosed by You shall lie on Airmeet, nor will Airmeet in any way be responsible to verify any information obtained from You.

You shall ensure and confirm that the Account information provided by You is complete, accurate and up to date. If You provide any data that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if Airmeet has reasonable grounds to suspect that such data is untrue, inaccurate, not current or incomplete, Airmeet has the right to suspend or terminate Your Account and refuse any and all current or future use of the Platform (or any portion thereof) at its discretion and/ or the Services, in addition to any right that Airmeet may have against You at law or in equity, for any misrepresentation of information provided by You.

8. Withdrawal of consent

You may choose to withdraw Your consent to this Privacy Policy at any point in time. Such withdrawal of the consent must be notified to the Company in writing to support@airmeet.com. In case You do not provide Your consent or later withdraw Your consent, We request You not to access the Platform, Content and use Services and We also reserve the right to not provide You any Services and/or Content on the Platform. In such a scenario, the Company may delete Your information (*personal or otherwise*) or de-identify it so that it is anonymous and not attributable to You (except to the extent, as detailed in Clause 4 (xiii) and (xiv) above).

9. Public Posts

You may provide Your feedback, reviews, testimonials, etc. on the Platform on Your use of the Services provided by the Company (“**Posts**”). Any content or Personal Data (for instance, Your name, designation, name of the organisation) and Posts that You share or upload on the publicly viewable portion of the Platform (for instance, *on discussion boards, networking tables, in messages and chat areas, etc.*) will be publicly available, and can be viewed by other Users and/ or other visitors on the Platform. Your Posts shall have to comply with the conditions relating to Posts and feedback as mentioned in the Terms and will also be governed by the terms and conditions provided therein. The Company retains an unconditional right to remove and delete any Post or such part of the Post that, in the opinion of the Company, does not comply with the conditions in the Terms. The Company reserves the right to use, reproduce and share Your Posts for any purpose and in any manner as may be determined by Airmeet in its sole discretion. If You delete Your Posts from the Platform, copies of such Posts may remain viewable in archived pages, or such Posts may have been copied or stored by other Users.

10. Links to Third Party Sites and collection of information

Our Platform may link You to other third party platforms (“**Third Party Sites**”) that may collect Your Personal Data including Your IP address, browser specification, or operating system. The Company is not in any manner responsible for the security of such information or the privacy practices or content of those Third Party Sites.

Additionally, You may also encounter “cookies” or other similar devices on certain pages of the Third Party Sites. Please note that the Platform does not control the use of cookies by these Third Party Sites. These Third Party Sites may have their own privacy policies governing the storage, processing, and retention of Your information that You may be subject to. This Privacy Policy does not govern any information provided to, stored on, or used by these Third Party Sites. We recommend that when You enter a Third Party Site, You review the Third Party Site’s privacy policy as it relates to safeguarding of Your information.

If You are a Host, the Third Party Service Providers may require You to comply with certain additional requirements for processing payments including the fulfilment of know-your-customer requirements. This may involve or require You to directly provide such Third Party Service Providers with certain Personal Data as may be required by them for such purpose. Please note that the treatment (including storage, processing and retention) of such additional Personal Data shared by You with such Third Party Service Providers, shall be governed by the privacy policies of such Third Party Service Providers and not this Privacy Policy.

11. Information shared by Participant directly with Host

The Host may request for certain information of the Participant during an Event organised by the Host which is in addition to the information obtained by the Platform. Such information shared by Participants with Hosts may include certain special categories of information such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a person, data concerning health or data concerning a person's sex life or sexual orientation. Please note that any such information shared by the Participant with the Host is being provided directly by Participant to Host and the Company and/ or Platform is in no manner involved in such sharing of information. You hereby also consent that You are sharing such information with the Host willingly. The Company shall in no manner be responsible and/or liable for the use, misuse, or treatment of such information and this Privacy Policy does not govern any such information shared by the Participant with the Host.

In case You are a Participant and/or a Host, You agree that You are solely responsible for Event Content displayed or uploaded by You in using the Services and for complying with all applicable laws pertaining to such Event Content, including, but not limited to, laws requiring You to obtain consent or permission of any third party to use any such content or portion thereof and to provide appropriate notices of third party rights including in respect of any name, identity, likeness or voice, submitted by You during an Event. You further represent and warrant that You have the right to upload or share such Event Content and that such use or reproduction thereof, does not violate or infringe on any rights of any third party, including intellectual property rights.

Further, the Host shall have the right to use the Event Content of the relevant Event in any manner as the Host may deem fit. In case You are a Participant, You hereby grant the Host of the relevant Event, the right to record, use, reproduce, download, distribute, adapt, publish, display (including recording thereof), globally, any content submitted, displayed, posted or communicated by You while participating in that Event, forming part of the Event Content, in any manner and form as may be determined by the Host. If You do not wish to provide such right to the Host, You may refrain from using the Platform and/or any Services provided therein.

Further, in case You are a Host, You hereby provide Your consent and authorise Airmeet to record all Events hosted by You by default, for and on Your behalf, unless You disable the feature of recording available on the Platform. If You do not wish any Event to be recorded, We request You to disable the feature of recording immediately when You start or during an Event. Accordingly, the relevant Event for which the recording feature was disabled will not be recorded thereafter. The Host of an Event may, at any time, also instruct Airmeet to delete copies of any previously recorded Event hosted by such Host. Upon receipt of such instruction from a Host, Airmeet shall promptly delete all recordings of the relevant Event in its possession.

12. Cookies

The Platform collects information about You through cookies, when You visit the Platform, unless You tell Us not to, by adjusting Your cookie settings, i.e., by disabling or refusing cookies. We use only necessary, marketing, analytics, and tracking cookies. By way of these cookies, We collect Your location, internet protocol, device information, browser type, internet service provider, browser actions and patterns. We use cookies to analyse trends or patterns on Our Platform, enable and improve Our Services and customise content for You.

You may also set Your browser to block all cookies, including cookies associated with Our Services, or to indicate when a cookie is being set by Us. However, it is important to remember that many of Our Services may not function properly if Your cookies are disabled.

13. Data Retention

The information that You provide to Us would be stored until You have an Account with Us or until such time as We are required to provide Services to You or till it is necessary in relation to the purposes for which such data was collected or to store the information to resolve disputes, enforce Our agreements, and as required under applicable law. We may further retain information in an anonymous or aggregated form where that data would not identify You personally.

14. Amendments

Airmeet retains an unconditional right to modify or amend this Privacy Policy. You can determine when this Privacy Policy was last modified by referring to the “Last Updated” legend above.

15. Contact Details

The Company is located at c/o Fernway Solutions Inc., 34 Tidal Way, San Mateo, CA 94401 USA. If You have any questions, or any queries in relation to the Privacy Policy and/or Your choices and rights thereof, please free to contact Us via email at support@airmeet.com.

16. Grievance Officer

In the event You have any grievances relating to the Privacy Policy, please inform the Company the instance of the grievance, by writing an email to the designated officer Mr. Nitin Prathap at nitin@airmeet.com.

Additional Rights and obligations for Users resident in California:

California's "Shine the Light" law (Civil Code Section § 1798.83) permits Users that are California residents to request certain information regarding disclosure of their Personal Data to third parties for their direct marketing purposes. To make such a request, please send an email to support@airmeet.com.

California law requires that We provide You with a summary of Your privacy rights under the California Online Privacy Protection Act ("CA COPPA") and the California Business and Professions Code. As required by CA COPPA, We will provide You with the categories of Personal Data that We collect through the Platform, and the categories of third party persons or entities with whom such Personal Data may be shared for direct marketing purposes (in the case of Hosts) at Your request. California law requires Us to inform You, at Your request, (1) the categories of Personal Data We collect and what third parties We share such Personal Data with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. CA COPPA further requires Us to allow You to control who You do not want Us to share Your Personal Data with. To obtain this information, please send an email to support@airmeet.com. When contacting Us, please indicate Your name, address, email address, and what Personal Data You do not want Us to share with Our marketing partners. The request should be labelled "California Customer Choice Notice." Please allow 30 (thirty) days for a response.

Children’s Online Privacy Protection Act of 1998

The Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 (thirteen) years of age. If You are a child under 13 (thirteen), please do not attempt to register for or otherwise use the Services or send Us any of Your Personal Data without obtaining the consent of Your parents. If We learn We have collected Personal Data from a child under 13 (thirteen) years of age, We will delete that information as quickly as possible. If You believe that a child under 13 (thirteen) years of age may have provided Us Personal Data, please contact Us at [**support@airmeet.com**](mailto:support@airmeet.com).

Additional Rights and obligations for Users located in the European Economic Area (EEA) and the United Kingdom

If You are a resident of the European Economic Area (EEA) or the United Kingdom and You use the Platform and/or the Services, for the purposes of applicable data protection law (in particular, the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”), please note that in addition to the terms set out above, the terms set out in the privacy notice at (“**Privacy Notice**”) shall also be applicable to You. To the extent of any conflict between this Privacy Policy and the Privacy Notice, the Privacy Notice shall prevail.