

# ChatBot Mobile Application Privacy Policy -and- Additional Terms

## INTRODUCTION

Hexaware Technologies Limited (“Hexaware”) offers its employees our bespoke mobile business application which we call “ChatBot”.

- This Privacy Policy (Section 1) and Additional Terms (Section 2) governs use of ChatBot, once you have downloaded or streamed a copy of our ChatBot App onto your mobile telephone or handheld device(**Device**). ChatBot can be accessed through your Smartphones or any hand held devices and it uses Microsoft Teams as its interface.
- Upon accessing and authenticating your credentials ChatBot allows our employees to access the features including **Absence, Attendance, AskGenie, Approvals and ART**. If you wish to withdraw your consent to use ChatBot then simply uninstall it from your device.
- This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us and by Microsoft Teams. This App is not intended for children and we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

## 1. PRIVACY POLICY

### IMPORTANT INFORMATION

Hexaware Technologies Limited is made up of different legal entities, details of which can be found in **Annexure A** in this document. When we mention “Hexaware”, we are referring to the relevant company in the Hexaware Technologies Group responsible for processing your data which will be clear to you when you use our App. Hexaware Technologies Limited is the controller responsible for this App.

We have appointed Mr. Amrinder Singh as data protection officer (**DPO**). If you have any questions about this privacy policy, please contact them using the details set out below.

### Contact details

Our full details are:

- Full name of legal entity: Hexaware Technologies Limited
- Name or title of DPO :Mr. Amrinder Singh
- Email address: Privacy @hexaware.com
- Postal address: Bldg. No. 152, Millennium Business Park,

“A” Block, TTC Industrial Area,  
Sector - 3, Mahape,  
Navi Mumbai - 400 710

- Telephone number +91-022-67919595

You have the right to make a complaint at any time competent supervisory authority.

### **Changes to the privacy policy and your duty to inform us of changes**

We keep our privacy policy and the additional terms under regular review. It may change and if it does, these changes will be posted on this page and, where appropriate, notified to you the new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App or the Services.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

### **THE DATA WE COLLECT ABOUT YOU**

We may collect, use, store and transfer different kinds of personal data about you as follows:

- Identity Data.
- Contact Data.
- Device Data.
- Content Data.
- Profile Data.
- Usage Data.

We also collect, use and share Aggregated Data internally such as statistical or demographic data for any purpose associated with the efficient business and Human Resources functions of Hexaware. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific App feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any Special Categories of Personal Data about you using this App (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor is this App intended to nor does it collect any information about criminal convictions and offences.

Because of the account linking method mentioned below under “*Data Security*”, Microsoft stores the *access token* which contains the following employee specific information in an encrypted format:-

1. Name
2. Email address
3. Employee Id, which Microsoft Teams may also collect and store.

For quality and analytics purposes, we are storing end user conversation logs.

### **DATA SECURITY**

As part of our data security features, we have implemented OAuth account linking as per Microsoft's standard process.

Please refer to the following link for more details:-<https://docs.microsoft.com/en-us/azure/active-directory/develop/v2-oauth2-auth-code-flow>

Microsoft provides a high level of security for your data in accordance with Microsoft's data privacy policies.

Hexaware will not accept any liability to you or any employee or third party using ChatBot for any default by Microsoft in respect of the processing of the personal data mentioned above.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password that enables you to access ChatBot, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

## HOW IS YOUR PERSONAL DATA COLLECTED?

When you install ChatBot, we may collect and process the following data about you::

- Information such as your Smartphone's or Device's IP address, browser type and version and anonymous information collected from cookies when you are browsing ChatBot. We collect this information to help us understand how to improve our services and ChatBot and to ensure that the content on ChatBot is presented to you in an effective manner. We have a legitimate interest for this processing: to ensure that our Site is operating effectively and to provide you with a great service. We will store this personal information for such period as is necessary for the efficient running of ChatBot.
- **Information you give us.** This is information (including Identity, Contact, Financial, and Communications Data) you consent to giving us when you join us as an employee or consultant or worker or by corresponding with us (for example, by email or chat). It could also include information you provide when you register to use ChatBot, download or register ChatBot and when you report a problem with ChatBot. If you contact us, we will keep a record of that correspondence.
- **Information we collect about you and your device.** Each time you visit ChatBot we will automatically collect personal data including data related to your employment or engagement with Hexaware Device, content and usage Data. We also may collect technical data about your device. We collect this data using cookies and other similar technologies. By using ChatBot, you agree to us collecting and using technical information about the devices you use ChatBot on and related software, hardware and peripherals to improve our products and to provide any Services to you.
- **Information we receive from other sources including third parties and publicly available sources.** We will receive personal data about you from various third parties as set out below:
  - Device Data from analytics providers such as Microsoft based outside the EU;
- **Unique application numbers.** When you want to install or uninstall ChatBot, that number and information about your installation, for example, the type of operating system, may be sent to us.

## COOKIES

We use cookies and/or other tracking technologies to distinguish you from other users of ChatBot and to remember your preferences. This helps us to provide you with a good experience when you use ChatBot and also allows us to improve ChatBot. For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our cookie policy <https://hexaware.com/privacy-policy/#cookie-policy>.

## HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

- Where you have consented before the processing.
- Where we need to perform a contract, we are about to enter or have entered with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

## **PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA**

- To install ChatBot and register you as a new ChatBot user
- To manage our relationship with you including notifying you of changes to ChatBot or any Services
- To enable you to participate in a prize draw, competition or complete a survey
- To administer and protect our business and ChatBot including troubleshooting, data analysis and system testing
- To deliver content to you
- To make recommendations to you about services which may interest you
- To measure and analyse the effectiveness of the communications we provide to you
- To monitor trends so we can improve ChatBot

## **DISCLOSURES OF YOUR PERSONAL DATA**

When you consent to providing us with your personal data, that will also include your consent to share your personal data with the third parties set out below for the purposes set out above.

**Internal Third Parties** Other companies in the Hexaware Group acting as joint controllers or processors and who are based in India, Mexico and the USA and provide IT and system administration services and undertake leadership reporting.

### **External Third Parties**

- Service providers acting as processors based within or outside the EU who provide IT and system administration services including Microsoft Teams.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based within or outside the EU who provide consultancy, banking, legal, insurance and accounting services.
- In some circumstances, we may have to disclose your personal information by law, because a court or the police or other legal or regulatory enforcement agency has asked us for it.
- Anyone else where we have your consent or as required by law.
- We may also share your personal information with a purchaser or a potential purchaser of our business. We have a legitimate interest to do this: to assist with the sale or potential sale of our business.
- We may share your personal information with data matching or data analysis or hosting services to perform services on our behalf (such as, for example, Microsoft Teams) who will only be permitted to use your personal information for the purpose of performing that particular function strictly in accordance with our instructions and not for any other purpose.
- We require all third parties that we work with to treat your personal information as confidential and to fully comply with all applicable laws.

## **INTERNATIONAL TRANSFERS**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA") pursuant to: (a) the model clauses published by the European Commission pursuant to Commission Decision C(2010) 593 Standard Contractual Clauses (Processors) and a copy of the model contract clauses is available here; or (b) the model clauses published by the European Commission pursuant to Commission Decision C 2004/915/EC Standard Contractual Clauses (Controller) and a copy of the model contract clauses is

available here; or (c) where we transfer or store personal data in the United States, the US Privacy Shield Regime where the entity receiving the personal data has entered into the Privacy Shield self-certification regime. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of any data transmitted to our Sites and any transmission is at your own risk.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. All information you provide to us is stored on our secure servers. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and corporate policies to safeguard and secure the information we receive.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

## DATA RETENTION & DISPOSAL

The data collected will be retained as per the contractual terms and conditions agreed. However the data those are required for legal /regulatory and other governmental purposes will be retained as per the applicable duration or as mandated by the local government requirements.

Safe disposal of data as per the prevailing best practices will be carried out post the contractually agreed retention period

In some circumstances you can ask us to delete your data: see *Your legal rights* below for further information.

## YOUR LEGAL RIGHTS

Under certain circumstances you have the following rights under data protection laws in relation to your personal data. You can exercise any of these rights at any time by contacting us at No. 152, Millennium Business Park, "A" Block, TTC Industrial Area, Sector - 3, Mahape, Navi Mumbai - 400 710 OR [Privacy@hexaware.com](mailto:Privacy@hexaware.com)

- **Request access** to your personal data.
- **Request correction** of the personal data that we hold about you.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party such as Microsoft ) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
  - (a) if you want us to establish the data's accuracy;
  - (b) where our use of the data is unlawful but you do not want us to erase it;
  - (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
  - (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide the ChatBot App to you. We will advise you if

this is the case at the time you withdraw your consent.

## **2. ADDITIONAL TERMS**

### **MICROSOFT TEAMS TERMS ALSO APPLY**

The ways in which you can use our ChatBot App may also be controlled by the Microsoft Teams's rules and policies at least in respect of hosting ChatBot. Hexaware has required Microsoft Teams to limit any processing of your personal data to that which is required to host our ChatBot App.

### **OPERATING SYSTEM REQUIREMENTS**

As per Microsoft, ChatBot will work on the below certified versions:-

Version compatibility of Microsoft Teams for Desktop devices –

- 32-bit and 64-bit versions of Windows (8.1 or later)
  - Windows Server (2012 R2 or later)
  - macOS (10.10 or later)
  - Linux (in .deb and .rpm formats).
  - On Windows, Teams requires .NET Framework 4.5 or later;

Version compatibility of Microsoft Teams for Android devices –

- Support is limited to the last four major versions of Android. When a new major version of Android is released, the new version and the previous three versions are officially supported.

Version compatibility of Microsoft Teams for IOS devices –

- Support is limited to the two most recent major versions of iOS. When a new major version of iOS is released, the new version of iOS and the previous version are officially supported.

You are responsible for making all arrangements necessary for you to have access to our App including providing your own or a company Smartphone to enable access to Our App.

### **SUPPORT FOR THE APP**

Please write to:- [cocosupport@hexaware.com](mailto:cocosupport@hexaware.com)

### **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use ChatBot and you may not otherwise transfer ChatBot to someone else whether internal or external to Hexaware, whether for money, for anything else or for free. If you sell any device on which ChatBot

is installed, you must remove ChatBot from it.

## **INTELLECTUAL PROPERTY RIGHTS**

- Hexaware's ChatBot App, and its functioning, content and design, is protected in the EEA, UK and elsewhere in the world by local and global copyright laws, trademarks and/or other intellectual property rights which are either used by Hexaware Technologies Limited under licence or owned by Hexaware Technologies Limited. All such rights are reserved by Hexaware Technologies Limited to the fullest extent permitted by law. You have no intellectual property rights in, or to, our ChatBot App, the Documentation or the Services other than the right to use them in accordance with these policies. You may not distribute, reproduce, modify, transmit, reuse, re-post or use Our ChatBot App, or the content, functionality or design of our ChatBot App (or any part of it) in any manner whatsoever, except as provided in these terms of use or the text on our App or within the terms of any written permission granted by us in advance of such use (and in respect of which we neither warrant nor represent that your proposed use will not infringe any third party rights).
- You are not entitled to download any software from our App, the software, including all files, images, contained in or generated by the software and accompanying data (referred to together as the "Software"). The ownership of any such Software shall always and in any event remain with us. You may not resell, decompile, reverse engineer, disassemble or otherwise convert the Software to a human perceivable form. Hexaware may terminate the licence at any time immediately with or without notice and on such termination you must destroy all materials including (but not limited to) the Software obtained from our App and all copies.
- The trademarks and logos displayed on our ChatBot App include the registered and unregistered trademarks of Hexaware Technologies Limited. Nothing in these terms of use may be construed as granting any licence or right to use any of those trademarks without the prior written permission of Hexaware Technologies Limited. Any use of the trademarks is strictly prohibited.

## **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use our ChatBot App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into our ChatBot App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of our ChatBot App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of our ChatBot App or any Service;
- not use our ChatBot App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- **Hexaware Technologies Limited do not provide warranties of any kind concerning our ChatBot App.** The content contained in or displayed on our ChatBot App is provided without warranties or representations of any kind whether express or implied. We renounce all warranties of satisfactory quality and fitness for a particular purpose. Hexaware does not give any warranty concerning the content and information displayed on our ChatBot App being accurate, free from errors, complete and up-to-date, nor that it does not infringe the rights of any third party.

- **Hexaware Technologies Limited will not be liable for any damage or injury howsoever caused** including, but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission or line failure. We will not be liable for any damage or injury that results from your use of, or inability to use, the materials on our App howsoever caused.
- **Hexaware Technologies Limited is not liable for business losses.** Our ChatBot App is for business use while you remain an employee or continue to be engaged by Hexaware. If you use the App for any commercial, business or resale purpose external or unconnected to Hexaware's business we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- **Limitations to our ChatBot App.** Our ChatBot App is provided for general information and Hexaware business purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from our ChatBot App or the Service. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- **Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.
- **We are not responsible for events outside our control.** If our provision of our ChatBot App Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- **You agree to indemnify and hold us harmless** from all liabilities, claims and expenses that arise out of the content you submit, post or transmit via our ChatBot App, or from your use/misuse of our App or the use/misuse by any person for whom you are responsible or from your violation of these terms of use.
- We are not liable or responsible for any third party or other unauthorised use of Our ChatBot App and you remain responsible and liable for any personal data breaches which occur while you are using Our ChatBot App.

## VIRUSES

- You must not misuse our ChatBot App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the server on which our ChatBot App is stored, or any server, computer or database connected to our ChatBot App.
- You must not attack our ChatBot App via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you are committing a criminal offence under the Computer Misuse Act 1990 or equivalent local legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately.
- You are responsible for configuring your information technology, computer programmes and platform in order to access our ChatBot App. You should use your own virus protection software or that provided on company-owned devices.

## GENERAL

- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- Even if we delay in enforcing these "additional terms", we can still enforce these terms later.
- We may end your rights to use our ChatBot App at any time by contacting you if you have broken these terms in a serious way.
- This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to



enforce any term of this agreement.

- These terms and any matter that arises out of your use of our ChatBot App shall be governed by English law. You and we both agree that the courts of England and Wales shall have exclusive jurisdiction. All contracts shall be construed in English.
- You are responsible for compliance with applicable local laws relating to your use of our App. To the extent that our App or any activity contemplated by them would infringe any law of a jurisdiction other than England, you are prohibited from accessing our App or attempting to carry on any such offending activity and this provision shall override all other provisions of these terms of use.

## Annexure -A

### List of Subsidiaries Company of Hexaware Technologies Limited

Sr.no.	Name of Holding / Subsidiary	Address	Relation
1.	Hexaware Technologies Inc, USA	101 Wood Avenue South, Suite 600, Iselin, New Jersey 08830 USA	100% Subsidiary
2.	Hexaware Technologies GmbH, Germany	B5 Atricom, Lyonerstrasse 15, D-60528 Frankfurt am Main	100% Subsidiary
3.	Hexaware Technologies UK Limited, UK	Level 19 40 Bank Street London E14 5NR	100% Subsidiary
4.	Hexaware Technologies Asia Pacific Pte. Limited, Singapore	180, Cecil Street, # 09-03, Bangkok Bank Building, SINGAPORE 69546	100% Subsidiary
5.	Hexaware Technologies Canada Limited, Canada	2 Robert Speck Parkway, Suite 735, Mississauga, Ontario L4Z 1H8, CANADA.	100% Subsidiary

6.	Hexaware Technologies Mexico S de RL De CV	Av. San Angel # 240, Piso 3 Valle San Agustin, Saltillo, Coahuila, Mexico, C.P. 25215	100% Subsidiary
7.	Guangzhou Hexaware Information Technologies Company Limited	Room 711, 7/F, Main Tower, Guangdong International Building, No.339 Huanshi Road East, Yuexiu District, Guangzhou 510098	100% Subsidiary
8.	Hexaware Technologies Limited Liability Company	Building 7, Industrialnaya street, Tverskaya obl, Tver, Russian Federation - 170100	100% Subsidiary
9.	Hexaware Technologies Romania SRL	Bucharest, Grigore Cobalcescu Street, number 46, 2 <sup>nd</sup> Floor, Room no.12, 1 <sup>st</sup> District	100 % Subsidiary
10.	Hexaware Technologies Saudi LLC	C/O Dhabaan and Partners, Home Offices, Villa No:11, P.O. Box 245555	100 % Subsidiary
11.	Experis Technology Solutions PTE LTD	10 HOE Chiang Road # 21 - 04/05 Keppel Towers, Singapore 089315	Associate Company
12.	Hexaware Technologies Hong Kong Limited	RM 1906, 19/F LEE GARDEN ONE, 33 HYSAN AVENUE CAUSEWAY BAY HONG KONG	100 % Subsidiary
13.	Hexaware Technologies Nordic AB	HMR Redovisning AB, Tellusvagen, 5A, 186 36 Vallentuna	100 % Subsidiary

14.	Hexaware Information Technologies (Shanghai)Company Limited	No. 108, 26, Maple Road, China (Shanghai) free trade zone	100 % Subsidiary
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