

Privacy Policy

Last Update: December 28, 2020

Your Privacy Rights

This Privacy Policy describes your privacy rights regarding our collection, use, storage, sharing and protection of your personal information. It applies to the CHEARAAN website and all related sites, applications, services and tools regardless of how you access or use them. More detailed information about our privacy practices and our contact information for any questions is available at the **Chearaan Privacy Center**.

You accept this Privacy Policy when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our website and all related sites, applications, and services (collectively "Chearaan Services"). We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website. After this 30 day notice period, you will be considered as having expressly consented to all amendments to this policy.

How we collect information about you

When you visit the Chearaan website or use Chearaan Mobile Application or Chearaan Services, we collect information sent to us by your computer, mobile phone or other access device. The information sent to us includes data on the pages you access, your computer IP address, device identifiers, the type of operating system you're using, your location, mobile network information, standard mobile/web log data and other information. Web log data includes the browser type you're using and traffic to and from our site. When you visit the Chearaan website or use Chearaan Mobile Application or Chearaan Services, we also collect information about your transactions and your activities.

In addition, if you open a Chearaan account or use Chearaan Services, we may collect the following types of information:

- Contact information, such as your name, address, phone, email and other similar information.
- Financial information, such as the full bank account numbers and/or credit card numbers that you link to your Chearaan account or give us when you use Chearaan Services.
- Detailed personal information such as your date of birth or national ID number or Passport number.

We may also obtain information about you from third parties such as credit bureaus and identity verification services. You may choose to provide us with access to certain personal information stored by third parties such as social media sites (e.g., Google, Facebook and Twitter). The information we may receive varies by site and is controlled by that site. By associating an account managed by a third party with your Chearaan account and authorizing Chearaan to have access to this information, you agree that Chearaan may collect, store and use this information in accordance with this Privacy Policy.

In order to help protect you from fraud and misuse of your personal information, we may collect information about your use and interaction with our website or our mobile application or Chearaan Services. For example, we may evaluate your computer, mobile phone or other access device to identify any malicious software or activity.

We may also collect additional information from or about you in other ways, such as through contact with our customer support team, results when you respond to a survey and from interactions with members of the Chearaan Group corporate family or other companies.

How we use Cookies

When you access our website or our mobile application or use Chearaan Services, we (including companies we work with) may place small data files on your computer or other device. These data files may be cookies, pixel tags, "Flash cookies," or other local storage provided by your browser or associated applications (collectively "Cookies"). We use these technologies to; recognize you as a customer; customize Chearaan Services, content, and advertising; measure promotional effectiveness; help ensure that your account security is not compromised; mitigate risk and prevent fraud; and to promote trust and safety across our sites and Chearaan Services.

We use both session and persistent cookies. Session cookies expire and no longer have any effect when you log out of your account or close your browser. Persistent cookies remain on your browser until you erase them or they expire.

We encode our cookies so that we can interpret the information stored in them. You are free to decline our Cookies if your browser or browser add-on permits, but doing so may interfere with your use of our website and Chearaan Services. Refer to the help section of your browser, browser extensions, or installed applications for instructions on blocking, deleting, or disabling Cookies.

You may encounter Chearaan cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application. Likewise, these third parties may place their own cookies or pixel tags that are not subject to our control and the Chearaan Privacy Policy does not cover their use.

How we protect and store personal information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous so that it does not identify a specific user.

We store and process your personal information on our computers in the US, Asia, Europe and elsewhere in the world where our facilities are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

How we use the personal information we collect

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- provide Chearaan Services and customer support;
 - process transactions and send notices about your transactions;
 - resolve disputes, collect fees, and troubleshoot problems;
 - prevent potentially prohibited or illegal activities, and enforce our User Agreement;
 - customize, measure, and improve Chearaan Services and the content, layout, and operation of our websites and applications;
 - deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
 - contact you at any telephone number, by placing a voice call or through text (SMS) or email messaging, as authorized by our User Agreement;
- compare information for accuracy and verify it with third parties.

Marketing

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize Chearaan Services, content, and advertising. If you do not wish to receive marketing communications from us or participate in our ad- customization programs, simply indicate your preference by logging into your account and going to the Notification section under the Settings tab and updating your preferences, or by following the directions that may be provided within the communication or advertisement.

We respect your communication preferences. If you no longer wish to receive notifications via our application, you can adjust your preferences by visiting the settings page of the application.

We may call or text message (SMS) you at a mobile phone number that you have provided to us. You can indicate your contact preferences by logging into your account and adjusting your preferences in your Account Information Settings or by following the directions provided within the communication.

How we share personal information with other Chearaan users

To process your payments, we may share some of your personal information with the person or company that you are paying or that is paying you. Your contact information, date of sign-up, the number of payments you have received from verified Chearaan users, and whether you have verified control of a bank account are provided to other Chearaan users with whom you transact through Chearaan. In addition, this and other information may also be shared with third parties when you use these third parties to access Chearaan Services. Unless you have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable Chearaan Services.

Please note that merchants, sellers, and users you buy from or contract with have their own privacy policies, and although Chearaan's user agreement does not allow the other transacting party to use this information for anything other than providing Chearaan Services, Chearaan is not responsible for their actions, including their information protection practices.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you using Chearaan, or with the third parties that offer or use Chearaan Services, except with your express permission or if we are required to do so to comply with credit card rules, a subpoena, or other legal process.

How you can access or change your personal information

You can review and edit your personal information at any time by logging in to your account and reviewing your account settings and profile. You can also close your account through the Chearaan website. If you close your Chearaan account, we will mark your account in our database as "Closed," but may retain personal information from your account to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce our User Agreement, or take other actions as required or permitted by law.

How you can contact us about privacy questions

If you have questions or concerns regarding this policy, you should contact us by using [this form](#).

General terms

Limitations of Liability. IN NO EVENT SHALL WE, CHEARAAN, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR

OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR

ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR

WEBSITE/MOBILE APPLICATION, THE CHEARAAN SERVICES, OR THIS AGREEMENT (HOWEVER ARISING,

INCLUDING NEGLIGENCE). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF CHEARAAN, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU

OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

No Warranty. THE CHEARAAN SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. CHEARAAN, Mobile Application, OUR PARENT,

SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Chearaan does not have any control over the products or services that are paid for with the Chearaan Services and Chearaan cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. Chearaan does not guarantee continuous, uninterrupted or secure access to any part of the Chearaan Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. Chearaan will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Chearaan makes no representations or warranties regarding the amount of time needed to complete processing because the Chearaan Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

Indemnification. You agree to defend, indemnify and hold Chearaan, its parent, subsidiaries and affiliates, Mobile Application, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys’ fees), fine, or other liability incurred by any third party due to or arising out of your or your employees’ or agents’ breach of this Agreement and/or use of the Chearaan Services.

Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Chearaan is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the Chearaan Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.