

## Privacy Policy

**Last Updated:** April 02, 2022

This Privacy Policy (this “**Policy**”) describes what information MitoPower LLC. and its affiliates may collect from a user (“**you**” “**your**” “**user**”) on, or through, our website (<https://www.mitopower.com>) (the “**Site**”), one or more mobile applications (the “**App**”), or in relation to services otherwise rendered by us (collectively “**Platform**”), including our facilitation, through the Platform, for observational studies by registered medical practitioners (“**Medical Practitioners**”), each a “**Service**”, and collectively the “**Services**”, and how we use, process, disclose and try to protect such information.

By using our Platform or Services, you confirm that you have read, understood, and agree with the privacy practices described in this Policy, and the Terms of Use (the “**Terms**”) and the collection, storage and processing of your information in accordance with them.

This Policy is incorporated by reference into the Terms. Any capitalized terms used but not defined in this Policy have the meaning given to them in the Terms. This Policy is published in compliance with, *inter alia*:

- (a) Section 43A of the Information Technology Act, 2000 (“**IT Act**”);
- (b) Rule 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“**SPDI Rules**”); and
- (c) Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 (“**Intermediaries Guidelines**”).

### 1. General

- (a) BY ACCESSING OR USING OUR PLATFORM OR A SERVICE ON THE APP OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU CONFIRM THAT YOU HAVE THE CAPACITY TO ENTER INTO A LEGALLY BINDING CONTRACT UNDER INDIAN LAW, IN PARTICULAR, THE INDIAN CONTRACT ACT, 1872, AND HAVE READ, UNDERSTOOD AND AGREED TO THE PRACTICES AND POLICIES OUTLINED IN THIS POLICY AND AGREE TO BE BOUND BY THE POLICY.
- (b) YOU HEREBY CONSENT TO OUR COLLECTION, USE, SHARING, AND DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THIS POLICY. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS POLICY, AT OUR SOLE DISCRETION, AT ANY TIME, AND ANY CONTINUED USE OF THE PLATFORM, FOLLOWING ANY SUCH AMENDMENTS TO THE POLICY, WILL BE DEEMED AS AN IMPLICIT ACCEPTANCE OF THE POLICY IN ITS AMENDED FORM. IF YOU ARE ACCESSING OR USING THE PLATFORM FROM A LOCATION OUTSIDE INDIA, YOU DO SO AT YOUR OWN RISK, AND SHALL BE SOLELY LIABLE FOR COMPLIANCE WITH ANY APPLICABLE LOCAL LAWS.
- (c) IF YOU DO NOT AGREE WITH THIS POLICY OR THE TERMS, OR ANY PART OF THEM, AT ANY TIME, DO NOT USE THE PLATFORM OR SERVICES

PROVIDED ON THE PLATFORM, OR PROVIDE US WITH ANY OF YOUR INFORMATION AND WRITE TO US ON THE DETAILS INDICATED IN THE CONTACT SECTION BELOW.

## 2. Information we collect from you

We collect the following information about you:

### (a) User-provided Information.

When you use the Service or the App, you may provide, or we may collect information that may specifically identify you or any other individual.

You may provide us with such personal information in various ways including when you register on the App, create an account, use a Service, communicate with a Medical Practitioner, send us a service request, or otherwise communicate with us.

For example, when you register for a Service or Services, we collect your name, email address, phone number, date of birth, and information about what interests you about our Service. We may also collect additional information when you continue to use the Service, including without limitation, your mailing address, a username, and password and other information that may identify you, such as, gender, age, geographic area, and other preferences.

We may also collect sensitive personal data or information (“**SPDI**”) about you when you use our Service on the App. This information includes health information we receive from you or, on your behalf, such as information or records relating to your medical or health history, health status and laboratory testing results, details of treatment plans and medication prescribed by a Medical Practitioner, medicines ordered by you through the Platform, diagnostic results, and other health-related information.

By using the Service, you consent to the recording, storage, and disclosure of such communications you send or receive for these purposes. We may also store and process prescriptions, treatment notes, recommendations and other data generated by Medical Practitioners on the Platform and may retain such material for our records for the duration of you availing the Services or for any such period required or permitted under applicable law.

You also provide us with information when you post user content, interact with Medical Practitioners or provide us or have others provide us on your behalf, either through a request for information form or otherwise, with your health information.

### (b) “Cookie” Information.

We utilize “cookies” and other tracking technologies. A “cookie” is a small text file that may be used, for example, to collect information about activity on the Platform. When you use the Service, we, and our third-party partners, may send one or more cookies – small text files containing a string of alphanumeric characters – to your device. We may use both session cookies and persistent cookies. A session cookie

disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Service. Tracking technologies may record information such as internet domain and host names, internet protocol (IP) addresses, browser software and operating system types, stream patterns, and dates and times that our Platform was accessed. Our use of cookies and other tracking technologies allows us to improve our Platform and your experience. Please review your web browser "Help" file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept, cookies from the Service, you may not be able to utilize the features of the Service to their fullest potential.

**(c) "Automatically Collected" Information.**

When you use the Service, read our emails, or otherwise engage with us, we, and our third-party partners, may automatically collect certain information from your device by using various types of tracking technology, including "clear gifs" or "web beacons." This "automatically collected" information may include your IP address or other device address or identifier, web browser and/or device type, the web pages or sites that you visit just before or just after you use the Service, the pages or other content you view or otherwise interact with on the Service, and the dates and times that you visit, access, or use the Service, and your language preferences. We also may use these technologies to collect information regarding your interaction with email messages, such as whether you opened, clicked on, or forwarded a message. This information is gathered from all users. When you access a Service from a mobile device or the App, we may collect unique identification numbers associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers ("IDFA"), Google Ad, or Windows Advertising ID), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g., latitude and/or longitude) or similar information regarding the location of your mobile device, or we may be able to approximate a device's location by analyzing other information, like an IP address. We and our third-party partners may also use cookies and tracking technologies for advertising purposes.

**(d) Third Party Web Beacons and Third Party Buttons.**

We may also implement third-party content or advertising on the Service that may use clear gifs or other forms of web beacons, which allow the third-party content provider to read and write cookies to your browser in connection with your viewing of the third-party content on the Service. Additionally, we may implement third-party buttons (such as Facebook "like" or "share" buttons) that may allow third parties to collect information about you through such third parties' browser cookies, even when you do not interact with the button. Information collected through web beacons and buttons is collected directly by these third parties, and MitoPower does not participate in that data transmission. Information collected by a third party in this manner is subject to that third party's own data collection, use, and disclosure policies. Please also refer to the Third-Party Links section below.

**(e) Do Not Track Signals.**

Your device operating system or browser may include settings, options, or add-on components to control the placement and presence of cookies and access to location information. We do not track our users over time and across third-party websites to provide targeted advertising and do not specifically respond to Do Not Track (“DNT”) signals. However, some third-party websites do keep track of your browsing activities, including across other websites on the Internet, which enables these websites to tailor what they present to you. If you are visiting such websites, your browser may allow you to set a DNT signal on your browser so that third parties know you do not want to be tracked.

**(f) Information from Other Sources.**

We may obtain information, including personal information, from third parties and sources other than the Service, such as our partners, advertisers or Medical Practitioners. If we combine or associate information from other sources with personal information that we collect through the Service, we will treat the combined information as personal information in accordance with this Policy. We and our third-party service providers may obtain information regarding your location or the location of your device through which you access our Service. Information regarding your location may be obtained directly from you when you provide us with information as part of the registration process. In addition, we may use Google Analytics, a web analytics tool that helps operators (like MitoPower) understand how users (like you) engage with their applications. Google Analytics uses cookies to track your interactions with our Service and to collect information about how you use the Service. We then use the information to compile reports that help us improve the Service. Google Analytics collects, processes and creates reports about website trends without identifying individual users. For more information regarding Google Analytics visit “How Google uses data when you use our partners’ sites or apps” located at [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners). We may also work with third-party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices.

**3. How we use the information we collect.**

- (a) We use information we collect, in a variety of ways in order to provide the Services on the App and to operate our business, including the following:
- (i) to enable you to consult with Medical Practitioners registered on the Platform;
  - (ii) to send you communications on behalf of Medical Practitioners and to facilitate provision of healthcare services to you by the Medical Practitioners;
  - (iii) to provide Services and information that you request;
  - (iv) to otherwise provide you support that you may require in relation to the Services and/or communicate about any potential products or services that may be offered by us, or by any third parties we work with currently or in the future, by way of SMS, email or phone calls;
  - (v) to operate, maintain, enhance and provide all features of the Services in general and foster a better user experience;
  - (vi) to analyze the information provided by you and provide clinical decision support to Medical Practitioners;

- (vii) to respond to comments, complaints, or questions and to record your feedback on our Services;
  - (viii) to verify your identity;
  - (ix) to detect, prevent, investigate and respond to fraud, intellectual property infringement, violations of our Terms, or other misuse of our Service or any other websites or services;
  - (x) process payment card transactions;
  - (xi) to understand and analyze usage trends and preferences, to improve the Service, and to develop new products, services, features, and functionality;
  - (xii) to conduct audits and quality assessment procedures;
  - (xiii) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms, or as otherwise required by law;
  - (xiv) to conduct research studies performed by us, using de-identified data and may be sponsored by, on behalf of, or in collaboration with third parties such as academic institutions, non-profit organizations or other companies; and
  - (xv) to comply with applicable law or for any other use permitted by applicable law.
- (b) We may use “cookies” information and “automatically collected” information we collect on the Service to (i) personalize our services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit the Service; (ii) provide customized advertisements, content, and information; (iii) monitor and analyze the effectiveness of the Service and third-party marketing activities; (iv) monitor aggregate site usage metrics such as total number of visitors and pages viewed; or (v) track your entries, submissions, and status in any promotions or other activities on the Service.
- (c) We may access or store your information if it is necessary to detect, prevent or address fraud and other illegal activity or to protect the safety, property or rights of MitoPower or others.
- (d) We may use information regarding your location or the location of your device through which you access the Service for a number of purposes, including without limitation to confirm you are located in a jurisdiction in which the Service is offered and to identify an appropriate Medical Practitioner.
- (e) We may collect, analyze, use, publish, create and sell de-identified information, of which your personal or sensitive personal information might be a component, for any business or other purpose not prohibited by applicable law, including for research and marketing purposes.

(collectively “**Purposes**”)

#### 4. **When we disclose information.**

- (a) Remember, our Service allows you to connect and interact with others. **Your profile information, including your name, photo, and other personal information, will be available publicly to other members of the Service by default when you create a profile, interact with others on the Service in public groups, and post content to public spaces.**

- (b) Except as described in this Policy, we will not disclose your personal information that we collect on the Service to third parties without your consent. We may disclose information to third parties if you consent to us doing so, as well as in the following circumstances:
- (i) Any information that you voluntarily choose to include in a publicly accessible area of the Platform, such as a public profile page, will be available to anyone who has access to that content, including other users. Please do not provide personal information in these areas that you would not want to be public;
  - (ii) We may disclose your information to Medical Practitioners for determining treatment plans, processing of payment or other operational purposes;
  - (iii) We work with third-party service providers including online pharmacies, logistics partners, diagnostic services, website developers, payment gateway providers, and other third parties for application development, hosting, maintenance, analytics, identifying and serving targeted advertisements and other services for us, including, by way of example, Amazon Web Services and Google Analytics. These third parties may have access to or process your information as part of providing those services for us. Generally, we try to limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions;
  - (iv) We may disclose your information with other companies and brands owned or controlled by us, our holding company, affiliates or subsidiaries, located within or outside India. These companies may use your personal information in the same way as we can under this Policy;
  - (v) We may make certain automatically collected, aggregated, or otherwise non-personally identifiable information available to third parties or users of the Service for various purposes, including (a) compliance with various reporting obligations; (b) for business or marketing purposes; or (c) to assist such parties in understanding our users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Service;
  - (vi) We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with applicable law in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies including for: (a) conforming with legal proceedings or compliance with legal process; (b) protecting our rights or property or of our affiliated companies; (c) preventing crime or in the interest of national security; or (d) protect personal safety of our users or the public;
  - (vii) We also reserve the right to disclose your information that we believe, in good faith, is appropriate or necessary to (a) take precautions against liability; (b) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (c) investigate and defend ourselves against any third-party claims or allegations; (d) protect the security or integrity of the Service and any facilities or equipment used to make the Service available; or (e) protect our property or other legal rights (including, but not limited to, enforcement of our agreements and Terms), or the rights, property, or safety of others;



- (viii) Information about our users may be disclosed to our partners, affiliates, investors, stakeholders or potential associates in an anonymized and aggregated manner, to enable them to understand how users use our Service and to create a better overall experience for you;
- (ix) Information relating to SPDI and program data may be disclosed to your Medical Practitioner to provide personalized treatment plans or coaching services. In the event that a user discloses, or any Medical Practitioner observes, activities that present a concern for the safety or well-being of the user, such as change in sleep patterns, heart rate variability, or physical or mental abuse, MitoPower may alert the appropriate Medical Practitioner and disclose such relevant SPDI as MitoPower, in its sole discretion, deems necessary or otherwise appropriate.
- (x) Information about our users, including personal information, may be disclosed and otherwise transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets; and
- (xi) We may aggregate and anonymize your personal information and disclose such anonymized information for any business or other purpose not prohibited by applicable law or for the purposes of improving our Services in any lawful manner.

## **5. Transfer to third parties and outside India**

- (a) Subject to applicable law, we may at our sole discretion, transfer personal information and SPDI to any other body corporate (as defined under the Information Technology Act, 2000) that agrees to ensure at least the same level of data protection as is provided by us under the terms hereof, located in India, or in any other country;
- (b) By using the Service, you accept the terms hereof and consent to the storage and processing of personal information and SPDI collected by us by third parties or by us in any location outside India. We will make best efforts to ensure that the third party or the location to which the SPDI is transferred affords same level of data protection as would be afforded under Indian law; and
- (c) Any third party to which we transfer or sell our assets, merge or consolidate with, or propose to do any of the above, will have the right to continue to use the Personal Information or SPDI provided to us by you, in accordance with the Terms and this Privacy Policy.

## **6. Your Choices**

- (a) You may, of course, decline to share certain personal information with us, in which case we may not be able to provide to you some of the features and functionality of the Service. You may update, correct, or delete your profile information and preferences at any time by accessing your account preferences page on the Service. You may request that we provide to you the information we hold about you, update your information, request that we remove your name or comments from our Service or publicly displayed content or request that we delete your information or correct any inaccuracies by

emailing us at [privacy@mitopower.com](mailto:privacy@mitopower.com) with the subject heading “personal information request.” Please note that while any changes you make will be reflected in active user databases within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so. We may not be able to modify or delete your information in all circumstances;

- (b) You may ask us to contact you at a specific phone number or to send mail or notices to a specific mailing address or email address. If you receive commercial email from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt out from receiving commercial email from us, and any other promotional communications that we may send to you from time to time, by sending your request to us by email at [privacy@mitopower.com](mailto:privacy@mitopower.com) or by writing to us at the address given at the end of this Policy. We may allow you to view and modify settings relating to the nature and frequency of promotional communications that you receive from us in user account functionality on the Service; and
- (c) Please be aware that if you opt out of receiving commercial email from us or otherwise modify the nature or frequency of promotional communications you receive from us, it may take up to ten (10) business days for us to process your request, and you may receive promotional communications from us that you have opted out from during that period. Additionally, even after you opt out from receiving commercial messages from us, you will continue to receive administrative messages from us regarding the Service.

## 7. Third-Party Tracking and Online Advertising.

### (a) Your Choices

- (i) **Cookies.** Most browsers allow you to adjust your browser settings to (i) notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Blocking or deleting cookies may negatively impact your experience using the Service, as some features and services on our Service may not work properly. Deleting cookies does not delete Local Storage Objects (LSOs) such as HTML5.
- (ii) **Interest-based advertising.** To learn about interest-based advertising and how you may be able to opt out of some of this advertising, you may wish to visit the Network Advertising Initiative’s (NAI) online resources at <http://www.networkadvertising.org/choices> and/or the DAA’s resources at [www.aboutads.info/choices](http://www.aboutads.info/choices).
- (iii) **Cross-device linking.** Please note that opting out of receiving interest-based advertising through the NAI’s and DAA’s online resources will only opt out a user from receiving interest-based ads on that specific browser or device, but the user may still receive interest-based ads on his or her other devices. You must perform the opt out on each browser or device you use.
- (iv) **Mobile advertising.** You may also be able to limit interest-based advertising through the settings on your mobile device by selecting “limit ad tracking” (iOS)



or “opt out of interest based ads” (Android). You may also be able to opt out of some—but not all—interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> and downloading the mobile App Choices app.

- (v) Some of these opt outs may not be effective unless your browser is set to accept cookies. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to opt out again.

**(b) Google Analytics and Advertising.**

We use Google Analytics to recognize you and link the devices you use when you visit our site or Service on your browser or mobile device, log in to your account on our Service, or otherwise engage with us. We share a unique identifier, like a user ID or hashed email address, with Google to facilitate the service. Google Analytics allows us to better understand how our users interact with our Service and to tailor our advertisements and content to you. For information on how Google Analytics collects and processes data, as well as how you can control information sent to Google, review Google's site “How Google uses data when you use our partners’ sites or apps” located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/). You can learn about Google Analytics’ currently available opt outs, including the Google Analytics Browser Ad-On here <https://tools.google.com/dlpage/gaoptout/>.

We may also utilize certain forms of display advertising and other advanced features through Google Analytics, such as Remarketing with Google Analytics, Google Display Network Impression Reporting, the DoubleClick Campaign Manager Integration, and Google Analytics Demographics and Interest Reporting. These features enable us to use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick advertising cookie) or other third-party cookies together to inform, optimize, and display ads based on your past visits to the Service. You may control your advertising preferences or opt out of certain Google advertising products by visiting the Google Ads Preferences Manager, currently available at <https://google.com/ads/preferences>, or by visiting NAI’s online resources at <http://www.networkadvertising.org/choices>.

**8. Third-Party Services**

- (a) The Platform may contain features or links to Web sites and services provided by third parties, and the Service may allow you to display, use or make available content, data, information, applications or materials from third parties (“**Third Party Links**”). We have no control over such Third-Party Links on our Platform, which are provided by persons or companies other than us. Any information you provide on Third Party Links is provided directly to the operators of such services and is subject to those operators’ policies, if any, governing privacy and security, even if accessed through the Service. The presence of any Third Party Links on our Website, cannot be construed as a recommendation, endorsement or solicitation for the same, or any other material on or available via such Third Party Links.

- (b) You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the collection and/or disclosure of your information via Third Party Links, as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products services, or other materials on, or available via such Third Party Links. This will include all transactions, and information transmitted therein, between you and any such third party sites or applications or resources, such transactions are strictly bi-partite. We shall not be liable for any disputes arising from or in connection with such transactions between you and the aforementioned third parties.
- (c) Such third party websites, and external applications or resources, accessible via the Third Party Links may have their own privacy policies governing the collection, storage, retention and disclosure of your information that you may be subject to. We recommend that you exercise reasonable diligence, as you would in traditional offline channels and practice judgment and common sense before committing to any transaction or exchange of information, including but not limited to reviewing the third party website or application's privacy policy.

## 9. Children's Privacy

- (a) Protecting the privacy of young children is especially important. Our Service is not available to persons under the age of 18 (eighteen) years and minors, and we do not knowingly collect personal information from minors without obtaining parental consent.
- (b) If you are under 18 (eighteen) years of age, then please do not use or access the Service at any time or in any manner. If we learn that a person under 18 (eighteen) years of age has used or accessed the Service or any personally identifiable information has been collected on the Service from persons under 18 (eighteen) years of age, then we will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under 18 (eighteen) years of age has obtained an account on or otherwise accessed the Service, then you may alert us at [privacy@mitopower.com](mailto:privacy@mitopower.com) and request that we delete that child's personally identifiable information from our systems.

## 10. Data Security

- (a) We endeavour to maintain and use certain physical, technical, and administrative measures in an effort to protect the integrity and security of personal information that we collect and maintain.
- (b) We encrypt the provision of Services through our Platform using secure socket layer technology to ensure secure flow of information. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems; and
- (c) We restrict access to personal information and SPDI to our employees and agents who need to know that information to process it and who are subject to strict

contractual confidentiality obligations and may be disciplined or whose relationship may be terminated if they fail to meet these obligations.

- (d) If you suspect any unauthorized use of your account, you must immediately notify us by sending an email to the contact details indicated in the contact section. You shall be liable to indemnify us due to any loss suffered by us due to such unauthorized use of your account or password.
- (e) We cannot, however, ensure or warrant the security of any information you transmit to us or store on the Service, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or administrative measures.
- (f) As part of providing you the Service, we may need to provide you with certain communications (via in app message, text and email), such as service announcements, administrative messages and suggestions and reminders regarding the treatment plan established between you and your Doctor. These communications are considered part of the Service and may occur via emails, text messages or in app messages. You acknowledge that you are aware that email and text messages are not secure methods of communication and that your communication with us is not encrypted, and that you agree to the risks including the risk that the information contained within emails or texts could be read by a third party.

## **11. Retention of Information**

- (a) We have measures in place such that your SPDI in our possession or under our control is destroyed or anonymized as soon as it is reasonable to assume that you have no longer subscribed to our Service or the Purposes for which your SPDI has been collected have been fulfilled and retention is no longer required for any other reason. We may retain SPDI wherever required or permitted by applicable law.
- (b) We may however, retain your personal information for our business purposes, irrespective of whether SPDI relating to you has been deleted or not. After a point of time, we may anonymize and aggregate your information and may be held by us for as long as necessary, to enable provision of our Service.

## **12. Withdrawal of Consent**

If you wish to withdraw your consent for processing your personal information and SPDI, cancel your account, or request that we no longer use your personal information and SPDI to provide you the Service or access to our Platform, please contact us at details indicated in the contact section below. Please note, however, that your withdrawal of consent or cancellation of account may result in us not being able to provide you with our Service or access to our Platform, or terminate any existing relationship that we may have with you.

Please note that uninstalling our App or refraining from use of our Site will not result in deletion of your Personal Information or SPDI.

## **13. Privacy Settings**

Although we may allow you to adjust your privacy settings to limit access to certain personal information, please be aware that no security measures are perfect or impenetrable. We are not responsible for circumvention of any privacy settings or security measures on the Service. Additionally, we cannot control the actions of other users with whom you may choose to share your information, including, without limitation, any and all User Content or information you share on community platforms. Further, even after information posted on the Service is removed, caching and archiving services may have saved that information, and other users or third parties may have copied or stored the information available on the Service. We cannot and do not guarantee that information you post on or transmit to the Service will not be viewed by unauthorized persons.

#### **14. Jurisdictional Issues**

The Service may only be used within India as set forth in the Terms. Accordingly, this Policy, and our collection, use, and disclosure of your information, is governed by the law of India, and by using the Service, you acknowledge that the Service will be so governed. Using the Service from outside India is prohibited under our Terms and may subject you to termination under such Terms. In no event will MitoPower be liable for any losses or damages arising from your use of the Service outside of India, and you waive any claims that may arise under the laws of your location outside India. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from the law of India, then please note that you are transferring your personal information outside of those regions to India for storage and processing and that you consent to such transfer and processing. Also, we may transfer your data from India to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Service. By providing any information, including personal health information, on or to the Service, you consent to such transfer, storage, and processing.

#### **15. Changes and Updates to this Policy**

Please revisit this Policy at the Site or on the App, periodically to stay aware of any changes to this Policy, which we may update from time to time. If we modify this Policy, we will make it available through the Service, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Service for the first time after such material changes are made. Your continued use of the Service after the revised Policy has become effective indicates that you have read, understood and agreed to the current version of this Policy.

#### **16. Our Contact Information**

Please contact us with any questions or comments about this Policy, your personal information, our use and disclosure practices, or your consent choices by email at [privacy@mitopower.com](mailto:privacy@mitopower.com).

MitoPower has its registered office at:

2671 Marshall Dr,  
Palo Alto, California

In compliance with the IT Act and the SPDI Rules, the name and contact details of the Grievance Officer are provided below.

Name: Steve Weng

Address: 2671 Marshall Dr, Palo Alto, CA USA 94043

Email: [privacy@mitopower.com](mailto:privacy@mitopower.com)

Any feedback or comments about this Privacy Policy will be welcome, and can be sent to the Grievance Officer. We will employ all commercially reasonable efforts to address the same.