

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Introduction

About this Privacy Policy

This Privacy Policy (that includes Terms and Conditions) describes the privacy practices of RichReach Corp regarding the use of the RichReach Application ecosystem by people. This Privacy Policy is intended for any person who uses the RichReach Application ecosystem and explains how RichReach Corp treats information that is collected when the person uses the RichReach Application ecosystem.

We would like to emphasise that we collect and/or store personal information only when the you desire to use a RichReach function or feature that requires such personal information.

We encourage you to review this Privacy Policy and to periodically refer to it so that you understand it and its subsequent changes. We reserve the right to change this Privacy Policy with immediate effect and if possible, notify you.

This Privacy Policy has been **last updated on 01/09/2020**.

Terminology

“**RichReach Corp**”, “**we**”, “**us**” and/or “**our**” refers to:

- RichReach Corporation Public Ltd
- RichReach Corporation (CY) Ltd

and any person authorised to act on behalf of the above companies.

“**You**” and “**your**” refers to the reader of this Privacy Policy, a (human) person that uses the RichReach Application ecosystem.

“**Business**” refers to any legal entity, organisation or person that engages in commercial, industrial, or professional activities and has registered at the business portal of the RichReach Application ecosystem.

“**RichReach**” and/or “**RR**” refers to the RichReach Application ecosystem.

“**Branded Application**” refers to any application that is part of the RichReach Application ecosystem and can be downloaded from Google Play and Apple App Store. Branded Applications are usually recognized from the “A RichReach App” text at the application’s start-up screen.

“**RichReach Function**” refers to any part of the RichReach Application ecosystem that performs a specific task.

A “**RichReach User**” refers to any person that has registered at RichReach.

At the “**RichReach User Account**” all the information about a specific person is stored. A RichReach User Account has a unique identification number assigned upon registration that is used to identify the RichReach User Account throughout the RichReach Application ecosystem.

“**Content**” refers to (publicly and privately available) information published at RichReach by Businesses.

A “**Stakeholder**” of a Business is any person that has a relation and/or interaction with a Business.

“**Underage**” refers to any person that is not an adult. Unless otherwise stated, an Underage is any person that is not yet 18 years old.

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Privacy Policies of Businesses and RichReach

A Business that has registered at RichReach may have its own privacy policy. You must review a Business's privacy policy before you interact with the Business. RichReach Corp is not responsible for the practices of a Business regarding the privacy of your information and any collection, storage and use of your personal and other information that is performed on the Business's own equipment and infrastructure (i.e. outside the control of RichReach Corp).

In case you have a query or an issue on how a Business handles your information, you must communicate with the Business directly.

Your Consent

By installing RichReach on your device, you agree to and accept this Privacy Policy including our practices regarding anonymous information and any collection, storage and use of your anonymous information.

By registering at RichReach you agree to and accept this Privacy Policy including our practices regarding the privacy of your information and any collection, storage and use of your personal and other information.

If you disagree with any part of this Privacy Policy, please do not install RichReach on your device, and if you have already installed RichReach on your device please immediately stop using and uninstall RichReach from your device.

You are free to refuse our request to provide us with your personal and/or other information, with the understanding that we may be unable to provide you with part or all of the RichReach Function you desire to use.

You also agree that you adopt all necessary safety measures to protect your mobile device. We are not responsible if someone gains access to your mobile device and as a result can access your RichReach personal and other information stored at your device and at the RichReach servers.

Your Information and your Privacy

General Principles about the Information we Collect

The types of information we collect are:

- Anonymous Information that cannot identify you.
- Information about you that is requested only when you desire to use a RichReach Function that requires such information about you.
- Administration and Record-Keeping related Information that are used by us and/or a Business to perform our and/or the Business's operations including to comply with applicable legislations and regulations.

We may store the information we collect on your device and/or the RichReach servers. Stored information are used when required to minimise our requests for your information and improve your experience when using RichReach.

Please note that the collection, handling and storage of information is performed by RichReach using automated processes so as to limit the handling and viewing of your information by RichReach Corp and/or a Business.

How we Use your Information

We use your information for the following:

- Granting you access to RichReach Functions that require such information
- Customising your user experience
- Connecting you with Businesses and other RichReach Users

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

- Offering you Personalised Offers and other Marketing Content
- For Record Keeping and Administration
- To comply with legislations and regulations

About Storing your Information

We store your information:

- At your device
- At the RichReach servers

Whenever possible we encrypt the information to avoid unauthorised viewing.

Registering at RichReach

You can use RichReach anonymously, i.e. without registering at RichReach and/or provide us with your personal information. However, you will not be able to fully use and benefit from RichReach without registering at RichReach.

When you first register at RichReach, we request your mobile telephone number and we verify it by sending a message. Once the verification process completes, we will use this mobile telephone number to create your RichReach User Account.

When you reinstall RichReach you will be asked to register again to verify your identity. RichReach will recognise that you have an existing RichReach User Account and retrieve the information you have previously provided us. This will enable you to continue using RichReach from where you left off. You may be requested to review some of your information to update them if necessary.

We wish to inform you that your RichReach User Account is used by all Branded Applications of the RichReach Application ecosystem. When you update your information, your updated information will be viewable at all Branded Applications. You may be given the option to customise what information about you is available to / viewable by each Business.

Please note that we may disable or delete your RichReach User Account if you haven't used RichReach for a considerable timeframe. We may perform this to protect your personal and other information since you may not have access anymore to your mobile telephone number (because of the limited number of telephone numbers, telephony providers reuse cancelled telephone numbers [especially for prepaid connections] after a considerable timeframe from cancellation has passed). If we have disabled or deleted your RichReach User Account and you register again with the same mobile telephone number, a new RichReach User Account will be created.

Anonymous Information

We may collect the following anonymous information:

- Device related information
- Location/GPS information
- Logs such as RichReach performance
- Your activity within RichReach

We use anonymous information to:

- Improve your experience when you use RichReach
- Improve RichReach
- Generate statistics

Whenever possible we request from you to consent before we start collecting anonymous information (example: GPS data).

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Personal Information

Personal information we may request (only when you desire to use a RichReach Function) are:

- Mobile Telephone Number
- Name
- Surname
- Date of Birth
- Gender
- Addresses
- Email
- Links to your Social Media, Website(s)
- Other communication methods

Preferences

With Preferences you can customise RichReach. Types of Preference include:

- Opt-Ins / Opt-Outs
- Favourites
- Shortcuts

Payments via RichReach

When you make a payment via RichReach, your payment will be processed by authorised payment processors (example: a card processor). We would like to assure you that we only partner with well-known and reliable payment processors that have secure and privacy systems and are holders of the required licenses and certificates to operate in their fields (example: banking license, ISO certificates).

We do not store your sensitive information about your payment methods (such as credit card information). However, a payment processor may create and provide us with a token or other similar technology, that will speed up your future payments via RichReach. We may store such a token on your device and/or the RichReach servers. Note that, where applicable, the normal security procedures that apply when a payment is processed (example OTP) will continue to apply.

During the processing of your payment we may provide to the payment processor information about you so that the payment processor can process your transaction.

You must not use personal and sensitive information of a third party to make a payment without the third party's prior authorisation. We or the Business or the payment processor may request from you this authorisation.

Your payment will be collected directly by the Business you have paid. RichReach Corp is not involved in the exchange of funds. For any questions or enquiry about your payment and/or purchase, please communicate directly with the Business.

Security Information

To ensure the security of your RichReach User Account, we may ask you to create and/or update security related information such as:

- Passwords
- RichReach unlock mechanisms

To verify your identity (in case you no longer have access to your device and/or mobile telephone number), we may ask you to provide us and/or update security related information such as:

- Answers to security questions
- Identification Document Type and Number

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Exchanging information with a Business

When you transact with a Business we may need to:

- receive information about you from the Business
- or
- provide information about you to the Business.

We would like to assure you that the information received from or provided to the Business are the least possible information that need to be received from or provided to, so that us and/or the Business:

- can offer you the best possible service (example: post-sales support, taking part in a Business's loyalty scheme),
- can perform the necessary record keeping and administration,
- can comply with legislations and regulations (example: taxation).

Please be aware that such information is received from and/or provided to the Business even if you are not using RichReach.

Your Information related to your work at a Business

If you are working at a Business, the Business may provide RichReach work related information about you. You may be given the option to update some of this information (example: method of payment of your remuneration). Also, some information may be linked directly to your RichReach User Account (example: name, surname, contact details).

Keeping your Information Correct and Up-to-Date

You must always provide RichReach with your correct information and update them when they have changed. We are not responsible if you cannot use a RichReach Function when you have provided RichReach with wrong information.

For information that cannot be changed once entered, we may provide you with the option to communicate to us the correct information to correct them.

We reserve the right to (temporarily or permanently) disable your RichReach User Account if you intentionally provide RichReach with wrong information.

Statistics & Reports

RichReach generates statistics and reports from the information stored at RichReach.

Statistics and summary reports are anonymous.

RichReach also generates reports specifically for you. Some of these reports are also available to a Business and to us (example: your loyalty points statement with a Business). Be assured that these reports are provided only when necessary and only during the interaction and/or for the provision of a service to you.

Sharing your Information with other third Parties

We may disclose your information to law enforcement, governmental agencies, or authorized third-parties, in response to a verified request relating to terror acts, criminal investigations or alleged illegal activity or any other activity that may expose us, you, a Business and/or any other RichReach user to legal liability.

We may prepare non-personal statistics that include your information and/or your activity and send them to third parties for several reasons including to comply with legislations and regulations.

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Notifications to You through RichReach

While you use RichReach, you will receive notifications for important information relating to RichReach such as:

- the release of a new version of RichReach
- Updates to the RichReach Privacy Policy or Terms and Conditions

You may not have the option to opt-out from such notifications because not being notified about such important information:

- Can adversely affect your experience with RichReach and possibly your ability to use RichReach.
- Can affect your rights

After you register at RichReach, you will receive (general and personalised) notifications from Businesses or RichReach. Wherever possible, you will be given the option to opt-out from receiving these notifications (such as advertising). Additionally, you may be given the option to select when to receive or not to receive notifications (example: not receive notifications at night time).

Note that for some types of notifications such as:

- Notifications that include important information (examples: about a purchase you have made or from a school about your child's education)
- Notifications related to your work at a Business (example: a customer enquiry or a request for authorisation)

you may not have an option to opt-out.

Other Privacy Matters

Privacy of Underage People

If you are Underage person, you must receive your parent's or guardian's consent before you install, use and register at RichReach. To protect an Underage, we may limit the Content and RichReach Functions available to an Underage.

About the Content

We are not responsible for the correctness of the Content published by Businesses at RichReach and we do not monitor the communication between RichReach Users through RichReach. If you find Content or communication offensive and/or inappropriate and/or incorrect, you can contact us to investigate.

RichReach may contain links to external (non-RichReach) locations such as websites and social media. We are not responsible for the correctness of the links, and the content, security and privacy policies of the external locations.

Data Controller

The Data Controller of RichReach Corp is George Rousou. If you need to contact the Data Controller, please email at george.rousou@richreachcorp.com

Please note that the Data Controller is not responsible for the matters between you and a Business. For such matters you must contact the data controller of the Business.

RichReach Application ecosystem

Privacy Policy & Terms and Conditions

Other Terms & Conditions

Commitment

You are not committed in using RichReach. You have the right to stop using RichReach at any time you decide. You can do so by uninstalling RichReach from your device(s).

Testing RichReach

You can use RichReach without registering. We also offer you the option to test many RichReach Functions (limited use or for a short timeframe) in order for you to decide to fully use RichReach.

You do not have to use RichReach at its fullest extent. We recommend that you start small and expand your use of RichReach when you feel you are ready. You can also adjust your usage of RichReach according to your needs (example: request more RichReach resources during your peak times and reduce the RichReach resources you are using during off-peak times).

Refunds

The Refunds policy below applies for payments you have made to RichReach Corp ONLY. Regarding Refunds for payments you have made to other Businesses, please review the refund policies of the Business you are buying from.

Since you have no commitment obligations towards RichReach Corp and since we offer you the option to use RichReach and test RichReach before making a payment to RichReach Corp, we do not offer the option of Refunds.

We are not responsible if you do not use the RichReach resources you have paid because you have ordered more resources than you need (example: ordered 10 units of the Salesmen Ordering Function when you only have 5 salesmen) or you have ordered a Function for a longer duration than your needs (example: ordered a Function for 6 months when you only need it for 1 month).

For Pay-as-you-Use Functions that require prepayment before you use them, you can prepay the minimum possible amount to avoid the need for a Refund. Note that your prepayments have no expiry date, so you can use them at any time you wish (unless we disable or delete your account due to a long period of inactivity (refer to the last paragraph of the "Registering at RichReach" part above)).

Liability

You must not use the RichReach in a way that can damage RichReach Corp, for fraudulent purposes, or to willingly or unwillingly perform a criminal offence or other unlawful activity, or to cause annoyance or inconvenience to RichReach Corp or any other party.

RichReach Corp is not responsible for any problems caused and/or damages incurred to you due to actions you have taken and/or when you are in violation of one or more parts of this Privacy Policy and/or any applicable legislations and/or regulations.

Governing Law

Unauthorized use of RichReach may give rise to a claim for damages and/or be a criminal offence. Your use of RichReach and any dispute arising out of such use of RichReach is subject to the laws of the Republic of Cyprus.