Baayu Customer Privacy Policy

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Acknowledgment

Introduction

Your privacy matters to Bikozee Ecotech Private Limited (the "Company", "we", "Baayu", or "us"). This Privacy Policy ("Policy") describes how we collect, use, disclose, and protect your personal information when you use our website located at Baayu.in, the Baayu mobile application, or access any of our Services (collectively, "Baayu Platform" or "Services").

The terms "you" and "your" refer to users of the Baayu Platform. By using the Baayu Platform and Services, you acknowledge that you have read, understood, and agree to the collection, transfer, use, storage, disclosure, and sharing of your information as described in this Policy.

This Policy is part of and incorporated within, and is to be read along with, the applicable Terms and Conditions. If you do not agree with this Policy, please do not use or access the Baayu Platform.

If you have questions about this Privacy Policy, please contact us through the email address or portal provided on our website and/or Mobile Application.

1. Definitions

Unless otherwise provided in this Privacy Policy, the terms capitalized shall have the following meanings:

"Baayu Platform" means the Baayu website at Baayu.in and the Baayu mobile applications available on iOS and Android devices, through which Services are offered.

"Services" means any transportation, travel booking, delivery, or related mobility services offered by Baayu through the Platform.

"Customer" means a person who uses the Baayu Platform to request or receive Services.

"Driver Partner" means independent third-party vehicle operators or service providers who offer services through the Baayu Platform.

"Personal Data" means any information relating to an identified or identifiable individual, including name, contact details, location, financial information, and usage patterns.

"Sensitive Personal Data" means categories of information including government-issued ID numbers, financial data, health information, biometric data, and other information classified as sensitive under applicable Indian laws.

"Processing" means any operation performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation, modification, retrieval, consultation, use, disclosure, transfer, erasure, or destruction.

"Data Fiduciary" means Baayu, as the entity that determines the purposes and means of processing Personal Data.

"Data Processor" means third-party service providers acting on behalf of Baayu in processing Personal Data. **"Device"**

means any computer, mobile device, smartphone, tablet, or other device used to access the Baayu Platform.

"Device Identifier" means unique identifiers such as IP address, device ID, IMEI, or similar identifiers automatically assigned to your Device.

"Usage Information" means information collected about how you interact with the Baayu Platform, including browsing history, features accessed, time spent, and transaction patterns.

"Co-Branded Services" means services offered in partnership with third-party providers where data may be jointly processed.

"Promotion" means any contests, sweepstakes, or promotional offers extended by Baayu or third parties.

2. What Information Do We Collect?

2.1 Information You Provide to Us

2.1.1 Account Registration and Profile Data

When you create a Baayu account, we collect:

- Full legal name as per government-issued identification
- Email address
- Mobile phone number (primary and alternate)
- Residential address (current and permanent if different)
- Date of birth and gender identity
- Profile photograph (optional)
- Username and password (encrypted)
- Emergency contact information
- Payment method details (card, UPI, wallet IDs)

2.1.2 Communication and Support Data

- Messages and calls with Baayu customer support
- Problem reports and troubleshooting details
- Feedback, ratings, and reviews you provide
- Survey responses and promotional preferences
- Content shared in in-app chat with Driver Partners

2.1.3 Transaction and Trip Data

- Pickup and drop-off locations and addresses
- Scheduled trip times and actual travel times
- Trip distance, duration, and route
- Fare details, payment method, and receipt information
- Cancellation details and reasons
- Any special requests or preferences noted

2.1.4 Verification and Identity Data

- Government-issued identification (Aadhaar, Voter ID, Passport, etc.)
- Address proof documents (if required for verification)
- Background verification results (if applicable)
- Identity verification status and related documents

2.1.5 Marketing and Preference Data

- Preferences for service types and promotional communications

Languages and communication channels you prefer

Accessibility requirements or special needs

Participation in referral programs or contests

Consent records for marketing and data processing

2.2 Information Collected Automatically as You Use Services

2.2.1 Location Data

For Customers:

Precise GPS location when you request a service or open the app

Location data collected from time a service is requested until completion

Approximate location when precise GPS is unavailable or disabled

Historical location patterns and frequently visited locations

Location shared with Driver Partners during active trips

Note: You can control location sharing through device settings. However, disabling location may limit service functionality.

2.2.2 Device and Technical Information

Device type, model, and manufacturer

Operating system version and device settings

Mobile app version and updates installed

IP address and mobile network information

Device identifiers (IMEI, Android ID, IDFA)
Browser type and version (for web users)

Device memory, storage, and technical specifications

2.2.3 Usage and Activity Information

How frequently you use the Platform

Features you access and time spent on each

Bookings made, services requested, and patterns

Search queries and service filters used

Rate of trip acceptance and cancellations

Time of day and frequency of service usage

Interaction with in-app content and promotions

Pages or sections visited on the website

2.2.4 Analytics and Crash Data

App crashes, errors, and technical issues

System logs and diagnostic information

Performance metrics and platform responsiveness

Analytics data on feature usage and user behavior

Session duration and user flow patterns

2.2.5 Cookies and Similar Technologies

What We Use:

Session cookies (temporary, deleted when you log out)

Persistent cookies (stored on your device until expiration or deletion)

Web beacons and tracking pixels

Local storage and similar client-side storage technologies

Mobile SDKs for analytics and functionality

Purposes:

- Authentication and account security
- Remembering preferences and login information
- Tracking usage patterns for analytics
- Personalizing your experience
- Preventing fraud
- Measuring effectiveness of marketing campaigns

Your Control: You can disable cookies through browser or device settings, though this may limit app functionality.

2.3 Information from Third Parties

2.3.1 Payment and Financial Partners

- Payment authorization and transaction status from payment gateways
- Card verification and fraud check results
- Bank details validation for refunds or payouts

2.3.2 Third-Party Service Providers

- Data from analytics providers about your app usage
- Information from social login providers (Google, Apple) if you use them
- Data from mapping services about locations accessed
- Information from insurance or verification partners

2.3.3 Other Users

- Reviews and ratings provided by Driver Partners about you
- Feedback or complaints from other users
- Information from referral sources who recommend you to Baayu

2.3.4 External Data Sources

- Supplemental data from public records or commercial databases
- Credit or financial history (if you use credit-based services)
- Verification data from government or public databases

2.4 Information Collected by Mobile Application

2.4.1 Mobile Device Information

When you use the Baayu mobile app, we automatically collect:

- Device manufacturer and model
- Operating system type and version
- Device screen resolution and display settings
- Preferred language and region settings
- Mobile internet browser type
- Device capabilities (camera, microphone permissions)
- Installation and update status

2.4.2 App Usage and Interaction Data

- Features accessed within the app
- Frequency and duration of app usage
- Pages visited and navigation patterns
- Time spent on specific features or screens
- Search queries and filter selections
- Content viewed (promotions, FAQs, etc.)
- In-app transactions and bookings made

2.4.3 Communication and SMS Data

Records of SMS/text messages (metadata only—not content) One-time passwords (OTP) and authentication codes sent to your phone SMS-based verification records

Call logs with Baayu support (metadata—duration, timestamp)

Message timestamps and communication frequency

Important: We do not store the content of SMS messages or voice calls between you and Driver Partners, only metadata for verification and service purposes.

2.4.4 Biometric and Sensitive Access Data

Biometric authentication (fingerprint or face recognition) if you enable this feature

Device unlock patterns or security information

Voice data only if you use voice commands in the app

3. Use of Information Collected

3.1 Service Delivery and Account Management

We use your information to:

Create, maintain, and manage your Baayu account

Process your requests for transportation, delivery, or travel services

Match you with appropriate Driver Partners based on location, preferences, and service type

Enable real-time tracking of your service provider

Calculate and process trip fares and charges

Generate receipts, invoices, and transaction records

Provide customer support and resolve complaints

3.2 Payment Processing and Financial Management

Process payments through your chosen payment method

Handle refunds, disputes, and chargebacks

Issue invoices and payment receipts

Manage promotional credits, vouchers, and discounts

Calculate taxes and fulfill regulatory requirements

Maintain transaction history for your records

3.3 Communication and Notifications

Send trip confirmation messages and service updates

Notify you of Driver Partner arrival and pickup details

Provide safety alerts and emergency communications

Send account-related notifications (password resets, security alerts)

Update you on policy changes or service interruptions

Communicate promotional offers and discounts (with your consent)

3.4 Safety, Security, and Fraud Prevention

Verify your identity and account authenticity

Detect and prevent fraudulent transactions or accounts

Monitor for suspicious activity or policy violations

Investigate accidents, complaints, or safety incidents

Share safety information with Driver Partners to protect all users

Enable emergency features and safety protocols

Comply with safety and regulatory requirements

3.5 Platform Improvement and Analytics

Analyze usage patterns to improve service features

Develop new features and services based on demand

Test and optimize the Platform's performance

Understand geographic demand for services

Improve matching algorithms and pricing models

Enhance user experience through personalization

Conduct market research and trend analysis

3.6 Personalization and Recommendations

Provide personalized service suggestions and offers

Customize the app interface based on your preferences

Recommend popular routes or Driver Partner types

Suggest services or promotions aligned with your history

Remember saved locations and frequent trip destinations

3.7 Marketing and Promotional Communications

Send promotional emails, SMS, or push notifications about Baayu services

Notify you of special offers, referral bonuses, or contests

Share updates about new features or service expansions

Conduct market surveys or feedback collection

Inform you of partnership offers or co-branded services

Important: You can opt out of promotional communications at any time through app settings or by unsubscribing from emails.

3.8 Legal and Regulatory Compliance

Comply with taxation requirements and regulatory filings

Maintain records as mandated by law or regulatory bodies

Respond to government, law enforcement, or court requests

Investigate suspected violations of our Terms and Conditions

Protect Baayu's legal rights and defend against claims

Meet industry-specific regulatory requirements

3.9 What We Do NOT Use Your Data For

We do not sell your Personal Data to third parties for their marketing purposes

We do not use your data for targeted advertising without consent

We do not share your data with unrelated third parties for their business purposes

4. Core Automated Processes

4.1 Matching Algorithm

How It Works:

When you request a service, our automated matching system evaluates:

Your location and the requested destination

Available Driver Partners and their current location
Estimated time of arrival and trip duration

Your preferences (if any specified)

Driver Partner ratings and availability

Historical patterns and demand forecasting

Service type compatibility (vehicle category, accessibility)

The algorithm automatically assigns a Driver Partner and communicates the booking to them.

What This Means for You:

You may receive service requests from different Driver Partners based on real-time availability Your

chances of being matched depend on location, time, and Driver Partner availability The algorithm aims to match you efficiently but may not always select the geographically closest option **Your Rights:**

- You can view the assigned Driver Partner's details before confirming
- You can cancel and request a different match if needed
- You can appeal if you believe a matching decision was unfair

4.2 Dynamic Pricing

How It Works:

Our pricing algorithm automatically calculates trip fares based on:

- Base fare for the service type
- Distance and estimated duration of the trip
- Real-time traffic conditions
- Current demand and supply ratio (surge pricing)
- Time of day or special circumstances
- Promotional discounts or incentives you're eligible for
- Applicable taxes and service fees

What This Means for You:

- Fares may vary based on real-time factors and time of booking
- Higher fares during peak demand times (surge pricing)
- You receive an upfront fare estimate before confirming the service

Transparency:

- Fare breakdown is provided showing all components
- You can view historical pricing data through your account
- Any surge pricing is clearly indicated before booking

4.3 Fraud Detection and Prevention

How It Works:

Automated systems monitor your account for:

- Unusual login patterns or access from new devices
- Abnormal transaction amounts or frequency
- Repeated cancellations or suspicious behavior
- Payment methods that don't match your profile
- Coordinated activity suggesting multiple fraudulent accounts
  Reports from Driver Partners about suspicious behavior

What This Means for You:

- Your account may be temporarily restricted if suspicious activity is detected
- You may be asked to verify your identity or confirm transactions
- We may investigate unusual patterns to protect both you and Driver Partners

Your Rights:

- You will be notified of any account restrictions
- You can contest suspected fraudulent activity
- You have the right to explain any flagged transactions

4.4 Performance and Reputation Scoring

How It Works:

While primarily applicable to Driver Partners, your performance as a Customer is also evaluated based on:

- On-time confirmations and trip starts
- Cancellation patterns and reasons

- Behavior during trips (as reported by Driver Partners)
- Rating and feedback from Driver Partners
- Compliance with Platform policies

What This Means for You:

- Consistent cancellations or problematic behavior may affect your service quality
- You may receive communications about improving service behavior
- Serious violations may result in account warnings or suspension

Fairness:

- Performance metrics are averaged over time
- You can view feedback provided by Driver Partners
- You have the right to contest inaccurate information

4.5 Recommendation Engine

How It Works:

We use machine learning to:

- Analyze your booking history and preferences
- Predict services you may be interested in
- Recommend promotions relevant to your usage patterns
- Suggest new features or services

Your Control:

- You can adjust recommendation preferences in settings
- You can opt out of personalized recommendations
- Recommendations are always optional

5. Data Sharing and Disclosure

5.1 Sharing with Driver Partners

When you request a service, we share the following information with the assigned Driver Partner:

- Your first name (or a nickname if you choose to use one)
- Your mobile phone number (for trip coordination)
- Pickup location address
- Drop-off location address (if applicable)
- Any special instructions or requests you've noted
- Your rating and number of completed trips (to build trust)
- Your profile picture (if provided)
- Real-time location during the trip

Purpose: Enabling the Driver Partner to locate you, complete your service request, and maintain communication about the trip.

Your Privacy: Driver Partners are contractually bound to use this information only for providing the service and are prohibited from using it for any other purpose.

5.2 Sharing with Payment Processors and Financial Institutions

We share with payment partners:

- Card reference numbers (tokenized, not full card details)
- Transaction amounts and dates
- Billing address and name
- Payment status and authorization codes

Purpose: Processing payments securely and handling refunds.

Protection: Payment processors are PCI-DSS compliant and bound by strict confidentiality agreements.

5.3 Sharing with Analytics and Technology Partners

We may share with:

- Analytics providers (Google Analytics, Mixpanel, etc.)
- Cloud hosting and infrastructure providers (AWS, Google Cloud)
- Performance monitoring and error tracking services
- Mapping and location services (Google Maps, MapMyIndia)

Data Shared: Aggregated usage patterns, device information, location data (anonymized), app performance metrics.

Protection: All third parties are contractually obligated to protect data and comply with Indian data protection laws.

5.4 Sharing with Affiliates and Group Companies

For operational, compliance, or service enhancement purposes, we may share:

- Account and trip information with Baayu subsidiaries or affiliated entities
- Aggregated usage data for business intelligence
- Information necessary to provide coordinated services

5.5 Sharing for Safety and Compliance

We may disclose your information to:

- Law enforcement or government agencies when required by law or legal process
- Courts or regulatory bodies in response to lawful requests
- Insurance companies for claims related to trips
- Emergency services if you use emergency features in the app

Circumstances:

- Valid legal orders, subpoenas, or warrants
- Investigations of alleged criminal activity
- Protection of public safety
- Preventing imminent harm

5.6 Sharing with Co-Branded Service Partners

If you elect to use services offered through partnerships (e.g., credit-based booking, partner discounts), your information may be shared with those partners for:

- Processing the co-branded service
- Verifying your eligibility
- Fulfilling the terms of the partnership

Important: You will be informed of data sharing for co-branded services before participating, and the partner's privacy policy will govern their use of your data.

5.7 Sharing During Business Changes

In the event of a merger, acquisition, asset sale, or significant corporate restructuring:

- We may transfer your Personal Data to the successor entity
- The successor entity will be bound by equivalent data protection obligations
- You will be notified of any material changes to data handling practices

5.8 Aggregate and De-identified Data

We may share aggregated, anonymized, or de-identified data with:

- Research institutions and universities
- Industry partners and competitors (non-identifying insights)
- Government or regulatory bodies (statistical reporting)
- Public reports and publications

Important: This data cannot reasonably identify you or be linked back to your identity.

6. Third-Party Content and Links

6.1 Third-Party Services and Websites

The Baayu Platform may link to or integrate with third-party services, including:

- Mapping services (Google Maps, MapMyIndia)
- Payment platforms
- Social media platforms
- Insurance or verification providers
  Partner booking or promotional platforms

6.2 Your Privacy on Third-Party Platforms

Important: Baayu does not control the privacy practices of these third parties. When you access external links:

- You are subject to that third party's privacy policy
- Any data you provide to them is governed by their terms
- Baayu is not responsible for their data handling practices

We encourage you to review the privacy policies of any third-party service before sharing your information.

6.3 Social Media Features

Our Platform may include social media buttons (Facebook, WhatsApp, Twitter, etc.) for sharing content. These features may:

- Set their own cookies on your device
- Track your activity across websites
- Collect information about your interactions

These are governed by the social platform's privacy policy, not ours.

7. Data Security

7.1 Technical Security Measures

7.1.1 Encryption

- **In Transit:** All data transmitted between your device and our servers is encrypted using TLS (Transport Layer Security) encryption, typically 256-bit
- **At Rest:** Sensitive data stored in our databases is encrypted using strong algorithms (AES-256 or equivalent)
- **Payment Data:** Payment information is encrypted and tokenized; we do not store full credit card details

7.1.2 Access Controls

- Role-based access control (RBAC) limiting employee access to necessary data
- Multi-factor authentication for administrative access
- Regular verification of user permissions and access rights
- Immediate revocation of access for departing employees

7.1.3 Network Security

- Firewalls and intrusion detection systems (IDS/IPS)
- Regular vulnerability scanning and penetration testing
- DDoS protection and traffic monitoring
- Secure architecture with data segregation

7.1.4 Application Security

- Regular security code reviews and static analysis
- Automated security scanning of our applications
- Regular patching and updates for known vulnerabilities
- Secure APIs with authentication and authorization checks

7.2 Organizational Security Measures

7.2.1 Data Governance

- Designated Data Protection Officer overseeing compliance
- Regular privacy impact assessments
- Data classification and handling procedures
- Internal policies on data protection and privacy

7.2.2 Employee Training

- Mandatory annual data protection and privacy training
- Confidentiality and non-disclosure agreements
- Regular updates on security threats and best practices
- Background verification for employees accessing sensitive data

7.2.3 Vendor Management

- Thorough due diligence before engaging service providers
- Data Processing Agreements requiring equivalent security standards
- Regular audits and compliance reviews
- Contractual obligations for data protection

7.3 Incident Response and Breach Notification

7.3.1 Incident Detection and Response

- 24/7 monitoring for security incidents
- Rapid incident response procedures and escalation protocols
- Forensic investigation capabilities
- Remediation and corrective action implementation

7.3.2 Breach Notification

In the event of a data breach affecting your information:

- **Notification to Authorities:** We will notify the Data Protection Board of India (once established) within 72 hours of discovering the breach
- **Notification to You:** We will notify you promptly via email if the breach poses a high risk to your rights
- **Communication Content:** The notification will include information about the breach, affected data, potential risks, and recommended protective measures
- **Transparency:** We will maintain a breach notification log and provide updates as the situation evolves

7.4 Limitations on Security

Important: While we implement strong security measures, no system is completely impenetrable. We cannot guarantee absolute security against all threats. Your responsibility includes:

- Maintaining the confidentiality of your password and login credentials
- Using strong, unique passwords
- Not sharing your account with others
- Keeping your device secure and updated
- Reporting suspicious activity immediately

8. User Rights and Choices

8.1 Right to Access

You have the right to access your Personal Data held by Baayu.

What You Can Access:

- Your account profile and registered information
- Trip history and booking records
- Payment and transaction history

- Communications with customer support
- Your rating, feedback, and reviews
- All data we have collected about you

How to Request:

- Through the Baayu app: Settings > Privacy > Download My Data
- By emailing: privacy@baayu.in
- By submitting a formal data access request

Response Time: We will provide your data within 30 days of verification. **Format:**

Data will be provided in a commonly used format (CSV, JSON, or PDF).

8.2 Right to Correction

You have the right to correct inaccurate or incomplete information.

What Can Be Corrected:

- Name and contact information
- Residential address
- Email address
- Phone number
- Payment method details
- Profile information

How to Correct:

- Directly through the app: Edit Profile, Account Settings
- By contacting customer support: support@baayu.in
- By submitting a correction request with supporting documentation

Response Time: We aim to correct information within 7 days.

Verification: For security reasons, certain corrections may require identity verification.

8.3 Right to Data Portability

You have the right to receive your data in a structured, commonly used format.

How to Request:

- Through app: Settings > Privacy > Export My Data
- By emailing: privacy@baayu.in with "Data Portability Request"

What You'll Receive:

- Account and profile data
- Trip and booking history
  Payment transaction records
- Rating and feedback data
- Communication records

Format: CSV, JSON, or another machine-readable format of your choice.

Response Time: Within 45 days of request.

8.4 Right to Erasure (Right to Be Forgotten)

You have the right to request deletion of your Personal Data.

Grounds for Deletion:

- You withdraw consent previously given for processing
- Data is no longer necessary for the original purpose
- You object to processing and there are no overriding legitimate grounds
- Data has been unlawfully processed
- Legal obligation requires deletion

How to Request:

Option 1: Through the App

Settings > Privacy & Safety > Delete Account

Follow the confirmation steps

You will receive email confirmation of the deletion request

Option 2: Online Form

Visit Baayu.in/delete-account

Complete the form with your email and account details

Receive email acknowledgment

Option 3: Direct Contact

Email: privacy@baayu.in

Include: Full name, email, reason for deletion, and request details

Include contact phone number for verification

Processing:

Upon receiving your deletion request, we send an email acknowledgment confirming receipt and informing you that your request is under process

We verify your identity by confirming the email address on file

We check your account for any outstanding dues, pending complaints, or unresolved grievances

If Outstanding Issues Exist: We contact you via email with details of the pending matters and instructions for resolution **If**

Account is Clear: We delete your data within 30 days of the verified request

You will receive a final email confirmation upon successful deletion

Limitations:

We may retain certain data beyond deletion for:

Legal compliance (tax records, regulatory filings): Typically 7 years

Pending or ongoing legal proceedings: Until resolution plus applicable statute of limitations

Outstanding financial obligations: Until full settlement

Fraud prevention and security: As necessary for ongoing investigations

Backup systems: Up to 6 months, then permanently deleted

Partial Deletion:

If full deletion is not possible due to legal retention obligations:

We delete all non-required data

Retained data is isolated from routine processing

Access is restricted to authorized personnel only

Retained data is deleted as soon as legally permissible

Important: After deletion, you will not be able to access your account, trip history, or recover your data. You will need to re-register if you wish to use Baayu services in the future.

8.5 Right to Restrict Processing

You have the right to request restriction of processing in certain circumstances.

Situations Where Restriction Applies:

You contest the accuracy of your data while we verify

Processing is unlawful, but you prefer restriction over deletion

We no longer need the data but you require it for legal claims

You have objected to processing pending verification of overriding grounds

How to Request:

Email: privacy@baayu.in

Subject: "Request for Restriction of Processing"

Include: Full details of the restriction requested and grounds

Effect:

We will store your data but limit its processing

Exception: Processing may continue with your consent, for legal claims, or to protect others

Response Time: Within 30 days of request.

8.6 Right to Object

You have the right to object to processing of your Personal Data in certain circumstances.

8.6.1 Right to Opt Out of Marketing Communications

You may unsubscribe from promotional emails, SMS, or push notifications at any time

Via App: Settings > Notifications > Uncheck "Marketing Communications"

Via Email: Click the "Unsubscribe" link at the bottom of promotional emails

Via SMS: Reply "STOP" to SMS promotions

Direct Contact: Email privacy@baayu.in with "Opt Out" request

Response Time: Immediate for app settings; up to 48 hours for email/SMS opt-outs.

8.6.2 Right to Object to Processing Based on Legitimate Interests

You may object to processing for our business purposes (analytics, personalization)

We will cease processing unless we demonstrate compelling legitimate grounds or legal requirements

How to Request: Email privacy@baayu.in with specific objection details.

8.6.3 Right to Object to Automated Decision-Making

You may object to decisions made solely based on automated processing (e.g., account restrictions)

You can request human review of automated decisions

How to Request: Email privacy@baayu.in with "Request for Human Review" and details of the decision you're contesting.

8.7 Right to Withdraw Consent

Where we process your data based on consent, you may withdraw that consent at any time.

Withdrawal Methods:

Through the app: Settings > Privacy > Manage Consents

By email: privacy@baayu.in with "Withdraw Consent"

By phone: Contact our Grievance Officer

Effect:

Withdrawal takes effect immediately

Does not affect lawfulness of processing before withdrawal

Other processing based on different legal grounds may continue

Some services may become unavailable without certain consents

Examples of Consentable Processing:

Marketing and promotional communications

Personalized recommendations

Location tracking beyond what's necessary for current trip

Behavioral analytics

8.8 Right to Lodge a Complaint

You have the right to lodge a complaint if you believe your data rights have been violated.

Internal Complaint Process:

Step 1: Contact Grievance Officer

Officer Details:

Email: grievances@baayu.in
Phone: [+91-9706610108]

Office Address: [Ananda Path, Guwahati, Dispur, Assam 781006]]
Operating Hours: [9:00 Hours to 17:00 Hours]]

Information to Include:

- Your full name and contact details
- Description of the privacy concern or violation
- Relevant dates and circumstances
- Supporting documentation if available
- Specific rights you believe have been violated

Response Time:

- Acknowledgment within 48 hours of receiving your complaint
- Investigation to be completed within 30 days
- Resolution or status update provided

Step 2: Escalation to Data Protection Officer (DPO)
If you are not satisfied with the Grievance Officer's response:

Officer Details:

Email: dpo@baayu.in
Phone: [+91-9706610108]
Address: [Ananda Path, Guwahati, Dispur, Assam 781006]]

Step 3: Complaint to Data Protection Board of India

- Once established, if internal remedies are exhausted, you may file a complaint with India's Data Protection Board of India:
- Details and procedure: [To be updated upon establishment of the Board]

Your Right to Legal Remedy: In addition to the above, you retain your right to pursue legal remedies through courts or appropriate authorities.

9. Location Data and Tracking

9.1 How We Collect Location Data

Precise Location (GPS):

- Collected when you request a service or open the Baayu app
- Accuracy typically 5-50 meters
- Collected continuously during an active trip

Approximate Location:

- Cell tower triangulation or Wi-Fi-based positioning
- Used when precise GPS is unavailable
- Accuracy 100-1000 meters

Location History:

- Aggregated record of locations over time
- Trip routes and patterns
- Frequently visited areas

9.2 When We Collect Location Data

While App is Active (Foreground):

- Continuously while using the app
- During active trips from confirmation to completion

While App is in Background:

- Only if you have granted "Always Allow" location permission
- To enable push notifications about nearby services

To provide accurate updates to Driver Partners

When App is Closed:

We do not collect location data when the app is completely closed

Collection resumes when you open the app

9.3 How We Use Location Data

Essential Platform Functions:

Matching you with available services

Calculating trip distance and fare

Providing turn-by-turn navigation

Displaying your location to Driver Partners during trips

Verifying trip routes for accuracy

Detecting suspicious activity or fraudulent trips

Safety and Security:

Emergency assistance and SOS features

Incident investigation

Fraud detection

Compliance with service areas

Optimization:

Analyzing demand patterns in different areas

Improving service coverage and allocation

Identifying high-demand zones for promotions

9.4 Sharing Location Data

With Driver Partners:

Real-time location during active trips

Estimated time of arrival before pickup

Pickup and drop-off locations

With Emergency Services:

When you activate in-app emergency features

In response to reported safety incidents

With Third Parties:

Anonymized aggregated location data for analytics

Location patterns to improve service recommendation

9.5 Managing Location Permissions

Device-Level Control:

iOS: Settings > Privacy > Location Services > Baayu > [Select: Never, While Using, Always] **Android:** Settings > Apps > Baayu > Permissions > Location > [Select: Deny, Allow only while using, Always Allow] **App-Level Control:**

Log out of Baayu to stop active location tracking

Disable notifications for location-based features

Important Implications:

Disabling Precise Location:

You may not receive accurate Driver Partner matching

Fare calculations may be inaccurate

Trip experience will be significantly impaired
Driver Partners may have difficulty locating you

Best Practice: Enable location sharing while actively seeking a service, and disable it when finished.

10. Cookies and Tracking Technologies

10.1 What Are Cookies and Tracking Technologies?

Cookies: Small text files stored on your device by websites or apps to remember information about you.

Types:

- **Session Cookies:** Deleted automatically when you close the browser or app
- **Persistent Cookies:** Remain on your device until manually deleted or they expire
- **First-Party Cookies:** Set by Baayu directly
- **Third-Party Cookies:** Set by analytics or ad partners

Other Tracking Technologies:

- Web beacons and tracking pixels
- Local storage and browser storage
- Mobile device identifiers
- Server logs and analytics

10.2 How We Use Cookies and Tracking

Essential Functions:

- Authentication and session management
- Remembering your login information
- Security and fraud prevention

Analytics and Performance:

- Understanding how you interact with the app/website
- Measuring feature popularity
- Identifying technical issues
- Improving overall performance

Personalization:

- Remembering your preferences
- Suggesting relevant content and offers
- Customizing your experience

Marketing:

- Tracking campaign effectiveness
- Retargeting ads
- Understanding conversion paths

10.3 Third-Party Tracking

Third-party service providers may set their own cookies for:

- **Analytics:** Google Analytics, Mixpanel, Amplitude
- **Marketing:** Facebook Pixel, Google Ads, affiliate networks
- **Payment:** Payment gateway trackers
- **Customer Support:** Support platform cookies

These third parties have their own privacy policies governing their use of data.

10.4 Managing Cookies and Tracking

Browser Settings:

- Most browsers allow you to manage cookies through preferences
- You can typically delete existing cookies and block new ones
- Disabling cookies may limit app/website functionality

App Settings:

- Manage tracking permissions in Baayu app settings
- Disable notifications and personalization
- Opt out of analytics

Device-Level Privacy:

- **iOS:** Settings > Privacy > Tracking > Disable "Allow Apps to Request to Track"
- **Android:** Google Settings > Privacy > Ads > Reset Advertising ID and Opt Out

Industry Opt-Out Options:

- Network Advertising Initiative (NAI) opt-out portal
- Digital Advertising Alliance (DAA) opt-out tools

11. Marketing and Communication Preferences

11.1 Types of Communications

Service-Related Communications (Mandatory):

- Trip confirmations and cancellations
- Payment receipts and transaction records
- Security alerts and account changes
- Important platform updates

These communications are essential for service delivery and cannot be opted out of while maintaining an active account.

Marketing and Promotional Communications (Optional):

- Promotional offers and special discounts
- New service announcements
- Referral program information
- Seasonal promotions
- Survey and feedback requests

11.2 Opt-In and Opt-Out Options

How to Manage Preferences:

Via the Baayu App:

- Settings > Notifications > Communication Preferences
- Select types of communications you wish to receive
- Toggle on/off for email, SMS, and push notifications

Via Email:

- Click the "Unsubscribe" link at the bottom of promotional emails
  Request will take effect within 48 hours

Via SMS:

- Reply "STOP" to promotional SMS messages
- Confirmation message will be sent

Via Direct Contact:

- Email: privacy@baayu.in with "Unsubscribe Request"
- Include: Your name, email, phone number

11.3 Consent Management

When you update your preferences:

- Changes take effect within 24-48 hours
- Confirmation will be sent via your preferred channel
- You may update preferences at any time
- Multiple updates can be made simultaneously

11.4 Legal Basis for Marketing

Consent-Based: All promotional marketing is based on your explicit consent

Service Updates: Legitimate business interest in informing you of service changes

Legal Compliance: Some communications may be required by law

12. Children's Privacy

12.1 Age Restrictions

The Baayu Platform is not intended for users under 18 years of age. We do not knowingly collect Personal Data from children under 18.

12.2 If We Discover Underage Use

If we discover that a child under 18 has created an account or provided information:

We will delete such information immediately

We will terminate the associated account

We will attempt to notify the account holder

12.3 Parental Involvement

If you are a parent or guardian and believe your child has provided information to Baayu:

Please contact us immediately at: privacy@baayu.in

Provide details about the account

We will take prompt action to remove the child's information

12.4 Legal Compliance

Where local laws allow processing of younger users' data with parental consent, Baayu may implement age-gated access with parental verification processes.

13. Data Transfers and International Processing

13.1 Data Localization Commitment

In compliance with the Digital Personal Data Protection Act, 2023:

At least one serving copy of your Personal Data is stored on servers physically located in India

Critical or sensitive data is processed only within India

We maintain backup systems in India for data recovery

13.2 International Data Transfers

Certain data processing activities involve transfer outside India:

Circumstances:

Use of global cloud infrastructure providers (AWS, Google Cloud, Microsoft Azure)

Third-party analytics and service providers located internationally

Affiliate companies in other jurisdictions

International payment processors

Countries Where Data May Be Transferred:

United States

European Union nations

Singapore

United Kingdom

Other jurisdictions as necessary for platform operations

13.3 Safeguards for International Transfers

When transferring data outside India, we implement:

Standard Contractual Clauses (SCCs):

- Legally binding contracts with international recipients
- Approved data transfer mechanisms
- Equivalent data protection obligations

Data Processing Agreements:

- Contractual obligations specifying data protection requirements
- Security and confidentiality mandates
- Compliance with Indian law and international standards

Encryption and Technical Measures:

- Data encrypted in transit and at rest
- Access controls and authentication requirements
- Regular security audits and compliance assessments

Adequacy Assessments:

- Transfer only to countries providing adequate protection as recognized by Indian authorities
- Regular review of adequacy determinations

13.4 Your Rights Regarding Transfers

You have the right to:

- Request information about international transfers of your data
- Obtain copies of safeguards and agreements in place
- Object to transfers in certain circumstances
- Seek recourse if transfers violate applicable law

Contact: For information about international transfers, email dpo@baayu.in

14. Third-Party Services and Links

14.1 Third-Party Integrations

The Baayu Platform may link to or integrate with:

- Mapping services (Google Maps, MapMyIndia)
- Payment processors and digital wallets
- Social media platforms
- Insurance and verification services
- Partner travel or booking services
- Government portals for verification

14.2 Responsibility for Third Parties

Important Disclaimers:

- Baayu does not control third-party privacy practices
- Third parties have their own privacy policies and terms
- We are not responsible for their data handling or security When you access third-party services, you are subject to their terms

14.3 Recommendation

We encourage you to:

- Review privacy policies of any third-party service before using them
- Understand how they collect and use your data
- Review their security practices
- Be cautious about information shared with third parties

15. Policy Changes and Updates

15.1 Right to Modify

Baayu reserves the right to update this Privacy Policy to:

- Reflect changes in our data practices
- Comply with new legal requirements
- Implement new technologies or features
- Improve clarity and transparency

15.2 Notification of Changes

For Material Changes:

- We will provide advance notice of at least 30 days
- Notification via email to your registered email address
- In-app notifications and prominent notices
- Changes will not take effect until you accept the updated policy

For Non-Material Changes:

- Updates will be posted with a new "Last Updated" date
- Continued use of Baayu after the update constitutes acceptance

15.3 Version Control

Previous versions of this Privacy Policy are available upon request. Contact privacy@baayu.in to request a specific version.

16. Contact Information and Grievance Redressal

16.1 Data Protection Officer (DPO)

Baayu Data Protection Officer

Name: [Insert Name]
Email: dpo@baayu.in
Phone: [Insert Phone Number]
Office Address: [Insert Complete Address]
Office Hours: [Insert Hours]

Responsibilities:

- Overseeing data protection compliance
- Responding to data subject access requests
- Coordinating with regulatory authorities
- Conducting privacy impact assessments
- Serving as the primary contact for privacy matters

16.2 Grievance Officer

Baayu Grievance Officer

Email: grievances@baayu.in
Phone: [+91 9706610108]]
Office Address: [Ananda Path, Guwahati, Dispur, Assam 781006]]

Responsibilities:

- Receiving and investigating privacy complaints
- Addressing concerns about data handling
- Facilitating internal grievance redressal
- Escalating unresolved matters to DPO
- Maintaining complaint records

16.3 Grievance Resolution Process

Step 1: Initial Complaint

- Submit complaint to Grievance Officer via email, phone, or mail
- Include: Your name, contact details, description of issue, relevant dates
- Acknowledgment sent within 48 hours

Step 2: Investigation and Resolution

- Grievance Officer investigates the complaint
- Internal review of circumstances and applicable policies
- Proposed resolution or explanation sent within 30 days

Step 3: Escalation (If Unresolved)

- If dissatisfied, request escalation to Data Protection Officer
- DPO will conduct independent review
- Final response within 15 additional days

Step 4: External Redressal

- If internal process does not resolve the matter
- You may file a complaint with:
  - Data Protection Board of India (when established)
  - Relevant court of jurisdiction
  - Other regulatory authorities as applicable

16.4 Privacy Inquiry Contact

For general privacy questions or requests not related to complaints:

Email: privacy@baayu.in
Phone: [I+91-9706610108r]
Portal: [Iwww.baayu.in
Mailing Address: [I [Ananda Path, Guwahati, Dispur, Assam 781006]]
]

Response Time:

- Initial response within 48 hours
- Complete response within 30 days for most inquiries
- Complex matters may require additional time with updates provided

17. Special Provisions

17.1 Communication and Consent

Service-Critical Communications:

- You will receive communications essential for service delivery (trip updates, safety alerts)
- These cannot be opted out of while maintaining active account
- Sent via SMS, email, push notifications, or in-app messages

Marketing Communications:

- Require your explicit prior consent
- You may withdraw consent at any time
- Opt-out mechanisms clearly provided
- Withdrawal takes effect within 24-48 hours

17.2 Your User-Generated Content

Content You Share:

Any ratings, reviews, feedback, photos, or messages you share:

- May be visible to other users, Driver Partners, or Baayu staff

Must not contain personal information of others

Should comply with community guidelines

May be used by Baayu for moderation and platform improvement

Intellectual Property:

By posting content, you grant Baayu a non-exclusive, worldwide, royalty-free license to:

Use, reproduce, modify, display, and distribute such content

Use for platform operations, marketing, and service improvement

Create derivative works based on your content

Restrictions:

You must not post content that:

Violates privacy rights of others

Contains false, misleading, or defamatory information

Infringes intellectual property rights

Is obscene, offensive, or illegal

Reveals confidential information

17.3 Indemnification

You agree to indemnify and hold Baayu harmless from claims arising from:

Your violation of this Privacy Policy

Your misuse of other users' data

Your breach of confidentiality obligations

Unauthorized disclosure of personal information you've accessed

18. Final Provisions

18.1 Governing Law

This Privacy Policy is governed by and construed in accordance with the laws of India, specifically including the Digital Personal Data Protection Act, 2023, and the Information Technology Act, 2000.

18.2 Dispute Resolution

Any disputes arising from this Privacy Policy shall be resolved through:

Mandatory Grievance Process: First, through Baayu's internal grievance redressal mechanism as described in Section 16.

Arbitration: If not resolved, disputes will be submitted to binding arbitration administered by the Indian Council of Arbitration or similar body, seated in [Insert City], with proceedings in English, governed by Indian law.

Jurisdiction: To the extent arbitration is not available, courts of [Insert City/Jurisdiction] shall have exclusive jurisdiction.

18.3 Severability

If any provision of this Privacy Policy is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 Entire Agreement

This Privacy Policy, together with the Terms and Conditions and any other agreements, constitutes the complete agreement regarding privacy and data protection between you and Baayu.

Appendix A: Data Categories, Uses, and Retention

Data Category	Examples	Primary Use	Legal Basis	Retention Period
Identity Data	Name, DOB, Gender, Photo	Account creation, verification	Contract	Account lifetime + 90 days

Contact Data	Email, Phone, Address	Communication, delivery, support	Contract	Active account + 1 year
Financial Data	Bank account, Card reference, UPI	Payment processing, tax compliance	Contract, Legal obligation	7 years
Location Data	GPS, Address, Routes	Trip matching, navigation, earnings	Consent, Contract	7 years (trip related)
Trip Data	Pickup/dropoff, Duration, Fare	Service delivery, earnings, support	Contract	7 years
Payment Data	Transaction details, Receipts	Billing, refunds, accounting	Contract, Legal obligation	7 years
Device Data	Device ID, OS, IP Address	Security, analytics, fraud prevention	Legitimate interest	1 year
Usage Data	App activity, Feature access, Logs	Platform improvement, analytics	Legitimate interest	1 year
Performance Data	Ratings, Feedback, Cancellations	Quality assurance, recommendations	Legitimate interest	Active account + 1 year
Communication Data	Support chats, Messages, Feedback	Customer support, dispute resolution	Contract, Legitimate interest	1-3 years

Appendix B: User Rights Quick Reference Guide

Right	Description	How to Exercise	Response Time	Exceptions
Access	View all your data	App: Settings > Privacy > My Data; Email: privacy@baayu.in	30 days	None
Correction	Update inaccurate data	App: Edit Profile; Email: support@baayu.in	7 days	Data not subject to legal hold
Erasure	Delete account and data	App: Settings > Delete Account; Form: baayu.in/delete	30 days	Legal retention obligations
Portability	Download data in usable format	App or Email: privacy@baayu.in	45 days	None

Right	Description	How to Exercise	Response Time	Exceptions

Restrict	Limit data processing	Email: privacy@baayu.in	30 days	Circumstances dependent
Object	Stop certain processing	Settings > Opt-out; Email: privacy@baayu.in	15 days	Legal requirements may apply
Withdraw	Cancel given consent	App: Settings > Manage Consents; Email	Immediate	Doesn't affect past lawful processing
Complain	Lodge privacy grievance	Email: grievances@baayu.in	Acknowledge: 48 hrs; Resolve: 30 days	None

Acknowledgment

By using Baayu Platform and Services, you acknowledge that:

1. You have read and understood this entire Privacy Policy
2. You understand how your personal data will be collected, used, stored, and shared
3. You consent to the processing of your personal data as described herein
4. This Policy forms an integral part of your Terms and Conditions with Baayu
5. You understand your rights under applicable Indian data protection laws
6. You understand the consequences of various data handling practices

This Privacy Policy is effective from the date stated above and applies to all Baayu users in India.

For the latest version of this Privacy Policy, please visit: baayu.in/privacy

Next Review: [Insert Date - typically 12 months]

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