

PRIVACY POLICY

Leo Ink

How Leo Ink collects, uses, stores and protects information covering website visitors, subscribers and their staff, the business data entered into the software, and Channel Partners.

Leo Ink Pvt. Ltd.

Effective Date: 18 Aug 2026

Version 1.0 · Draft Legal Review

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1. Introduction

Leo Ink Pvt. Ltd., a company incorporated under the laws of India, having its registered office at 101, B Wing, Ganesh Glory, 11, Jagatpur Rd, near BSNL Office, off Sarkhej, Gota, Ahmedabad, Gujarat 382470 ("Leo Ink", "Company", "we", "us", or "our"), is committed to protecting the privacy of everyone who interacts with our website, software platform, and Channel Partner Programme.

This Privacy Policy explains what information we collect, why we collect it, how we use and protect it, and the rights available to you under applicable Indian data protection law, principally the Digital Personal Data Protection Act, 2023.

This Policy applies to: (a) visitors to our Website; (b) Subscribers and their Authorized Users who use the Leo Ink software; (c) the business contact information of individuals whose data a Subscriber enters into the software in the course of running their business (such as the Subscriber's own customers and vendors); and (d) applicants to and members of the Leo Ink Channel Partner Programme.

By using our Website or Service, you acknowledge that you have read and understood this Policy.

2. Our Role Data Fiduciary and Data Processor

Because Leo Ink is a business software platform used by other businesses to manage their own customers, vendors and staff, we act in two distinct capacities, and it is important to understand which applies to which category of data.

Data Category	Our Role	What This Means
Your account details, if you are a Subscriber, Authorized User, or Channel Partner (your name, mobile number, email, login credentials)	Data Fiduciary	We determine the purpose and means of processing this data, and are directly responsible to you for it under the DPDP Act
Customer Data entered by a Subscriber into the Service (their party records, vendor records, job cards, financial records, and their own staff's attendance records)	Data Processor, acting on the Subscriber's instructions	The Subscriber is the Data Fiduciary for this data and determines why it is collected and how it is used. We process it only to provide the Service to the Subscriber, in accordance with their instructions and our agreement with them. Any request relating to this category of data such as a request from one of the Subscriber's own customers should be directed to the Subscriber, who controls that relationship.

If you are an individual whose information has been entered into the Leo Ink platform by a business that uses our Service (for example, because you are a customer or vendor of a printing business that uses Leo Ink), your relationship for the purposes of that data is with that business, not with us directly. We encourage you to contact that business regarding their use of your information. We remain available to assist at ask@leoink.in where a request cannot reasonably be resolved through the Subscriber.

3. Information We Collect

3.1 Information You Provide to Us

Category	Examples
Account & Business Information	Business name, owner name, mobile number, email address, business address, GSTIN, firm details (GST-registered or non-GST status)
Authorized User Information	Full name, mobile number, email, employee code, role, assigned firm and branch
Channel Partner Application Information	Name, business or company name, contact number, email, city, existing business type, and details about the applicant's network provided in the application form
Communications	Any information you provide when you contact support, raise a ticket, or otherwise communicate with us
Customer Data	All records entered into the Service by a Subscriber in the course of using it see Section 2 above for how this category is treated

3.2 Information Collected Automatically

Category	Examples
Usage Data	Pages visited, features used, time spent, click patterns, referring website
Device & Log Data	IP address, browser type, device type, operating system, unique device identifiers, and timestamps of access
Cookies & Similar Technologies	See Section 12 below

3.3 Information from Third Parties

We may receive limited information from service providers we engage to operate the Service, such as our cloud hosting provider, in connection with maintaining infrastructure security and reliability. As of the date of this Policy, we have not finalised specific third-party payment, SMS/OTP, or communication service providers; once such providers are engaged, this section will be updated to name them and describe what information passes through them.

4. How We Use Information

We use the information described above for the following purposes:

- To create and administer Subscriber and Authorized User accounts
- To provide, operate, maintain, and improve the Service
- To process subscription payments and maintain billing records
- To provide customer support and respond to enquiries
- To send important service communications, such as subscription renewal reminders, security notices, and updates to our policies
- To send product updates and, where you have not opted out, occasional marketing communications about Leo Ink
- To evaluate and administer applications to, and the ongoing relationship with, the Channel Partner Programme, including calculating and paying commission
- To detect, investigate, and prevent fraud, unauthorised access, or misuse of the Service
- To comply with applicable legal, regulatory, and tax obligations
- To analyse usage patterns in aggregate, in a manner that does not identify any individual, to improve the Service

5. Legal Basis for Processing

Under the DPDP Act, we process personal data on one or more of the following bases:

- **Consent** where you have given clear, informed consent, such as by registering an account, submitting a Channel Partner application, or opting into marketing communications
- **Performance of a Contract** where processing is necessary to provide the Service you have subscribed to, or to administer your participation in the Channel Partner Programme
- **Legitimate Use** for certain limited purposes recognised under the DPDP Act, such as maintaining the security and integrity of the Service
- **Legal Obligation** where we are required to process or retain information to comply with applicable law, including tax and accounting requirements

You may withdraw consent at any time where consent is the basis for processing, as described in Section 10, though this may affect our ability to provide certain parts of the Service to you.

6. Data Storage & Security

6.1 Location of Storage

All Customer Data and personal data collected through the Service is stored on servers located in India, hosted on Amazon Web Services (AWS) infrastructure in the Mumbai (ap-south-1) region. As of the date of this Policy, we do not transfer personal data outside India. If this changes in the future, this Policy will be updated to describe the transfer and the safeguards applied to it, in accordance with applicable law.

6.2 Security Measures

We apply industry-standard technical and organisational measures designed to protect personal data and Customer Data against unauthorised access, alteration, disclosure, or destruction, including:

- Encryption of data in transit (HTTPS/TLS) and at rest
- Role-based access controls, so that access to data within the Service is limited to what a given user's role and permissions require
- Isolation of each Subscriber's data from every other Subscriber's data at both the application and database level
- Time-limited, access-controlled links for any file or document shared through the Service, rather than permanently public files
- Regular automated backups, with the ability to restore data in the event of a system failure
- Logging and monitoring of access to production systems, and restricted, logged access by our own personnel
- Rate limiting and monitoring designed to detect and deter bulk or automated extraction of data from the Service

No method of transmission over the internet or electronic storage is completely secure, and while we work to protect personal data and Customer Data, we cannot guarantee its absolute security.

7. Data Sharing & Disclosure

We do not sell personal data or Customer Data to any third party.

We may share information in the following limited circumstances:

- With service providers who perform functions on our behalf, such as cloud hosting, and, once engaged, payment processing or communication services such providers are permitted to use the information only to perform the specific function for which they are engaged, and are contractually or otherwise required to protect it appropriately
- Where required by applicable law, regulation, legal process, or a valid request from a government or regulatory authority
- To protect the rights, property, or safety of the Company, our Subscribers, our Channel Partners, or the public, including to detect and prevent fraud or security incidents
- In connection with a merger, acquisition, reorganisation, or sale of assets, in which case we will require the receiving party to continue to protect personal data in a manner consistent with this Policy
- With your consent, for any purpose not otherwise described in this Policy

8. Data Retention

Data Category	Retention Approach
Active Subscriber account and Customer Data	Retained for as long as the subscription remains active
Customer Data following termination	Retained for 90 days following termination or expiry of a subscription, during which the Subscriber may request export, after which it may be permanently deleted, subject to residual backup copies which are purged in the ordinary course
Channel Partner records	Retained for the duration of the Partner's participation in the Programme and thereafter as required for commission reconciliation and applicable legal and tax record-keeping requirements
Financial and billing records	Retained for the period required under applicable Indian tax and accounting law, generally not less than 7 years
Website usage and log data	Retained for a limited period as reasonably necessary for security monitoring and service improvement, after which it is deleted or anonymised

9. Your Rights

Subject to applicable law, and in particular the DPDP Act, you have the following rights in respect of your personal data:

Right	What It Means
Right to Access	To request confirmation of whether we process your personal data, and to obtain a summary of the personal data we hold about you and how it is processed
Right to Correction	To request correction of inaccurate or incomplete personal data
Right to Erasure	To request deletion of personal data that is no longer necessary for the purpose it was collected, subject to our legal retention obligations described in Section 8
Right to Grievance Redressal	To raise a complaint regarding our processing of your personal data, as described in Section 15
Right to Nominate	To nominate another individual to exercise your rights under the DPDP Act in the event of your death or incapacity
Right to Withdraw Consent	Where processing is based on consent, to withdraw that consent at any time, without affecting the lawfulness of processing carried out before withdrawal

To exercise any of these rights, please contact us at ask@leoink.in. We will respond within a reasonable time and in accordance with the timelines prescribed under applicable law. We may need to verify your identity before actioning certain requests.

Where personal data forms part of Customer Data controlled by a Subscriber (see Section 2), we will direct such requests to the relevant Subscriber where appropriate, or assist directly where the Subscriber is unable to be reached.

10. Withdrawing Consent

Where our processing of your personal data relies on your consent, you may withdraw that consent at any time by writing to ask@leoink.in. Withdrawing consent does not affect the lawfulness of processing carried out before the withdrawal, and may affect our ability to continue providing certain features of the Service to you. For Subscribers, withdrawing consent necessary for core account functions may require closing your account.

11. Children's Data

The Service is intended for business use by adults and is not directed at, nor knowingly used to collect personal data from, individuals under the age of 18. If we become aware that we have inadvertently collected personal data from a child without appropriate parental or guardian consent as required under the DPDP Act, we will take steps to delete such information promptly.

12. Cookies & Similar Technologies

Our Website and Service use cookies and similar technologies to:

- Keep you logged in and maintain your session securely
- Remember your preferences, such as your selected firm or branch in the application
- Understand how visitors use our Website, so that we can improve it
- Where applicable, measure the effectiveness of our marketing

Most web browsers allow you to control cookies through their settings. Disabling cookies may affect the functionality of the Website or Service, including your ability to remain logged in.

13. International Data Transfer

As described in Section 6.1, all personal data and Customer Data collected through the Service is currently stored and processed within India. We do not currently transfer personal data outside India. Should this change for example, through the future use of an international service provider we will update this Policy to describe the transfer, the country involved, and the safeguards applied, in accordance with the requirements of the DPDP Act.

14. Data Breach Notification

In the event of a personal data breach that is likely to result in harm to affected individuals, we will notify the affected Subscribers, the Data Protection Board of India, and/or affected individuals as required under the DPDP Act and its rules, within the timeframes prescribed by applicable law.

15. Grievance Officer & Contact

In accordance with the Digital Personal Data Protection Act, 2023, the following contact has been designated to address grievances relating to the processing of personal data:

Grievance Officer

Leo Ink Pvt. Ltd.

101, B Wing, Ganesh Glory, 11, Jagatpur Rd, near BSNL Office, off Sarkhej, Gota, Ahmedabad, Gujarat 382470

Email: ask@leoink.in

If you have a concern about how we have handled your personal data, we encourage you to contact the Grievance Officer first, so that we have an opportunity to address it directly. We will acknowledge and respond to grievances within the timeframes required under applicable law.

If you are not satisfied with our response, you may have the right to file a complaint with the Data Protection Board of India, once its grievance mechanism is operative, or to pursue any other remedy available to you under applicable law.

16. Changes to This Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, our Service, or applicable law. Where changes are material, we will make reasonable efforts to notify Subscribers and Channel Partners, such as by email or an in-app notice, before the change takes effect. The "Effective Date" at the top of this document reflects the date the current version came into force. We encourage you to review this Policy periodically.

17. General Contact

For any other questions about this Privacy Policy or our data practices:

Leo Ink Pvt. Ltd.

101, B Wing, Ganesh Glory, 11, Jagatpur Rd, near BSNL Office, off Sarkhej, Gota, Ahmedabad, Gujarat 382470

Support: hello@leoink.in

Privacy / Grievance: ask@leoink.in