ZipZy™ Privacy Policy

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This Privacy Policy outlines how ZipZy™ (or zipzy.in and zpzy.in and its affiliates, collectively referred to as “ZipZy™,” “we,” “our,” or “us”) collects, uses, processes, stores, and shares personal data in compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act), the Information Technology Act, 2000 (IT Act), and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (SPDI Rules). This policy applies to individuals who interact with our services, including but not limited to URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, Mobile Links, and API Services (collectively, the “Services”), express interest in our offerings, or to whom we may market our Services. It details your rights regarding your data and provides information on how to contact us with any questions.

This Privacy Policy does not extend to the practices of businesses that ZipZy™ does not own or control, including third-party websites, services, or applications (“Third Party Services”) that you may encounter through our Services. We recommend that you review the privacy policies of any Third Party Services you access or use. ZipZy™ assumes no responsibility for the content or privacy practices of these Third Party Services. Any links to third-party policies provided in this Privacy Policy are solely for informational purposes and do not imply endorsement or responsibility.

Focused on Your Privacy: Compliance with Indian Data Protection Laws

India: For residents of India, our Privacy Policy is crafted in compliance with the latest Indian data protection regulations, including the DPDP Act and the IT Act with its SPDI Rules. This policy outlines:

- How we collect, use, and protect your Personal Information and Sensitive Personal Data or Information (SPDI), such as names, email addresses, phone numbers, financial details, or health data.

- The purposes for which we process your data and the conditions under which we may share it with third parties, with explicit consent or as required by law.

- Your rights regarding your Personal Information, including access, correction, deletion, restriction, portability, and the right to object or lodge a complaint with the Data Protection Board of India.

- How to exercise your data protection rights and our procedures for handling such requests, including through our designated Grievance Officer.

- Details on how we ensure our practices comply with Indian data protection regulations, including data minimization, transparency, and accountability principles.

We operate solely within India, and our privacy practices are tailored to meet Indian legal requirements. For any inquiries or concerns about how we handle your Personal Information, please contact our Grievance Officer through the details provided in this Privacy Policy. We are committed to resolving any issues within 30 days as mandated by the IT Act.

Trademark Notice

"ZipZy™" is a trademark in India, protected under Indian trademark law. Unauthorized use of the name "ZipZy™" is strictly prohibited and may result in legal action.

All other product names, logos, and brands are property of their respective owners.

ACCESSIBILITY NOTICE: If you encounter any difficulties accessing this Privacy Policy, please reach out to us at privacy@zipzy.in for assistance.

Data Collection Overview

At ZipZy™, we prioritize transparency about the information we gather and how we use it. This section details the types of data we collect from various interactions with our Services, as outlined in our Privacy Policy, to enhance your experience and ensure your data is managed securely and respectfully in compliance with the DPDP Act and SPDI Rules.

1. Definitions

Personal Information (PI): Any data that can identify an individual, such as name, email address, phone number, or IP address.

Sensitive Personal Data or Information (SPDI): Data including passwords, financial information, health data, or biometric data as defined under the SPDI Rules.

Data Principal: The individual to whom the personal data relates, i.e., you, the user.

2. Account Creation

When you sign up for a ZipZy™ account to use Services such as URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, Mobile Links, or API Services, we collect essential PI and SPDI, including your name, phone number, company details, job title, email address, and, if applicable, payment information. If you use third-party logins (e.g., Google, Facebook), we collect data shared by these services based on your privacy settings. This data is used to manage your account, provide Services, and communicate critical updates. You may opt out of non-essential communications via your account settings, but we may still send service-related

notifications. You have the option to not provide certain data, though this may limit access to some Services.

3. Creating ZipZy™ Products

When you generate a ZipZy™ link, QR Code, or Link-in-Bio, we store the original and shortened URLs, along with associated PI such as your IP address, geolocation data, and timestamps. If you share these products on social media, we log the platform and your username to streamline integration and performance tracking. This data is collected for lawful purposes, such as service delivery and analytics, and is minimized to what is necessary.

4. Interaction Data

We automatically collect data on how you interact with ZipZy™ Products, including IP address, location, referring sites, device specifics (e.g., browser type, operating system), and usage patterns. This data enhances our Services, detects issues, and improves user experiences. Destination Previews may include third-party advertisements, and we collect data on interactions with these previews. Data collection is limited to what is reasonably necessary for these purposes.

5. Cross-Device Tracking

To provide a seamless experience across devices, we track interactions to understand user behavior and prevent fraud. This includes linking your activities across devices using PI like IP addresses or account details, ensuring a secure and tailored experience.

6. Data Usage Purposes

We use your data for the following lawful purposes:

- Service Delivery: To provide and maintain Services, such as generating shortened URLs, QR codes, or analytics reports.

- Direct Marketing: To send promotional materials, with your explicit consent, which you can withdraw at any time.

- Research and Development: To improve our Services and develop new features.

- Network Security: To detect and prevent security threats or fraud.

- Legal Compliance: To comply with legal obligations, such as tax or regulatory requirements.

We notify you of these purposes at the point of data collection or through direct communication. Any change in purpose will be communicated, and your consent will be sought if required.

7. Sharing Your Data

We share your data only under the following conditions, with your consent or as permitted by law:

Internal Sharing: Within ZipZy™ for service optimization and integrated offerings.

Public Information: Data from ZipZy™ Products, such as URLs, QR Codes, or Link-in-Bio content, may be public and could reveal PI if included by you.

Organizational Sharing: For accounts linked to organizations, we may share account-related data with those entities for enterprise solutions.

Support Services: We handle PI like name, email, and payment details to provide customer support.

Email Validation: We use third-party services to verify email addresses, deleting invalid data post-validation.

Marketing and Communication: We use email marketing tools to send updates, with your consent, and maintain interaction records without sharing data for marketing without permission.

Third-Party Sharing: We share data with trusted service providers for payment processing, analytics, or service enhancement, ensuring they comply with our data protection standards.

Payment Processing: Payment details are shared with processors to complete transactions securely.

Service Improvement: Third-party vendors analyze user behavior to optimize our Services, bound by data protection agreements.

Single Sign-On: We use Single Sign-On services to simplify access, collecting only necessary data.

Legal and Compliance: We may share data for tax, legal, or trust and safety purposes as required by law.

Consent-Based Sharing: We share data as directed by you or when interacting with Third Party Services, with your explicit consent.

We process personal data based on service requirements, legitimate interests, or consent, ensuring compliance with the DPDP Act and SPDI Rules. Data retention is aligned with service needs, legal compliance, and business analysis, with PI deleted upon request or after three years of inactivity, whichever is sooner.

Cookies and Tracking Technologies

ZipZy™ uses cookies and other tracking technologies to enhance your experience, provide personalized content, and analyze how our Services are used on our websites (zipzy.in and zpzy.in). Cookies are small data files stored on your device that help us remember your preferences and understand your interactions with our Services.

What Are Cookies?

Cookies: Small text files placed on your device by websites you visit, used to recognize your device and store preferences or settings.

Tracking Technologies: Includes web beacons, pixels, and similar technologies to track interactions with our Services.

Why We Use Cookies

To Improve Our Services: Analyze performance and user behavior to enhance your experience with Services like URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, Mobile Links, and API Services.

To Personalize Content: Remember your preferences and provide tailored recommendations, such as customized link suggestions.

To Advertise Effectively: Deliver relevant ads and measure ad performance, with your consent where required.

Managing Cookies

You can manage cookie preferences through your browser settings or via our cookie consent banner, which provides options to accept or reject non-essential cookies. Disabling cookies may affect certain website features. For detailed information, visit our Cookies Policy page. If you have questions, contact us at privacy@zipzy.in.

Data Sharing and Disclosure

ZipZy™ respects your privacy and shares or discloses your personal data only in the following circumstances, ensuring compliance with the DPDP Act and SPDI Rules:

With Your Consent

Explicit Consent: We share your PI or SPDI only with your explicit consent, obtained through clear opt-in mechanisms (e.g., checkboxes or clickwrap agreements). This includes sharing for marketing or third-party interactions. You may withdraw consent at any time via your account settings or by contacting us.

With Service Providers

Third-Party Service Providers: We share data with trusted vendors for payment processing, analytics, customer support, or service enhancement. These providers are contractually bound to use your data only for specified purposes and comply with Indian data protection laws.

For Business Transactions

Business Transfers: In the event of a merger, acquisition, or asset sale, your data may be transferred. We will ensure the new entity adheres to this Privacy Policy.

For Legal Compliance

Legal Obligations: We may disclose data if required by law, such as in response to a court order or subpoena, or to comply with tax or regulatory requirements, ensuring adherence to principles of legality, necessity, and proportionality.

To Protect Our Rights

Enforcement and Protection: We may disclose data to enforce our Terms of Service, protect our rights, property, or safety, or prevent illegal activities or policy violations.

With Affiliates

ZipZy™ Group Companies: We may share data with affiliates to support business operations and provide a seamless experience, governed by internal data protection policies.

Aggregated Data

Non-Personal Data: We may share aggregated, anonymized data that does not identify you for analytical, research, or business development purposes.

Third-Party Services

External Links: Our Services may link to Third Party Services. We are not responsible for their privacy practices, and you should review their policies before sharing data.

Data Retention

Retention Periods: We retain PI and SPDI only as long as necessary for the purposes outlined or as required by law (e.g., tax or legal compliance). Data is securely deleted or anonymized after three years of inactivity or upon your request, whichever is sooner, unless legally required to retain it.

For more details on our data sharing practices, visit our Privacy Policy page. Contact our Grievance Officer at privacy@zipzy.in with any concerns.

Data Security

ZipZy™ prioritizes safeguarding your PI and SPDI with robust security measures to prevent unauthorized access, loss, or misuse, in compliance with Section 43A of the IT Act and SPDI Rules.

Technical Measures

Encryption: We use Secure Socket Layer (SSL) encryption for data transmission and advanced encryption protocols for data storage to protect your information.

Firewalls and Intrusion Detection: Our systems are protected by advanced firewalls and intrusion detection systems to prevent cyber threats.

Secure Storage: We use secure servers updated to industry standards to store your data safely.

Access Controls

Restricted Access: Access to your data is limited to authorized personnel with role-based access controls.

Authentication: We implement multi-factor authentication (MFA) for critical systems and accounts.

Data Handling Procedures

Data Minimization: We collect only the data necessary for the specified purposes, reducing risks associated with excessive data.

Regular Audits: We conduct security audits and vulnerability assessments to maintain robust protections.

Employee Training

Security Training: Employees receive regular training on data protection, including phishing prevention and secure data handling.

Awareness Programs: Ongoing programs keep staff informed about emerging security threats.

Incident Response

Incident Response Plan: We have a comprehensive plan to address data breaches, including containment, assessment, and corrective actions.

Breach Notification: In case of a breach, we notify affected individuals promptly and provide mitigation steps, as required by the DPDP Act.

Third-Party Security

Vendor Management: Third-party vendors are selected for compliance with our security standards and bound by data protection agreements.

Third-Party Audits: We periodically audit vendors to ensure adherence to security requirements.

Data Retention and Disposal

Retention Policies: Data is retained only as necessary for service delivery, legal compliance, or business purposes, typically not exceeding three years of inactivity.

Data Disposal: Unneeded data is securely deleted or anonymized to prevent unauthorized access.

User Responsibilities

Account Security: Use strong, unique passwords and enable MFA where available. Keep login credentials confidential.

Reporting Issues: Contact us immediately at support@zipzy.in if you suspect unauthorized access or suspicious activity.

Compliance with Legal Requirements

Legal Compliance: We adhere to Indian data protection laws, ensuring our practices meet the standards of the DPDP Act and SPDI Rules.

For more details, visit our Privacy Policy page or contact our Grievance Officer at privacy@zipzy.in.

Your Rights and Choices

ZipZy™ is committed to respecting your rights under the DPDP Act and SPDI Rules. As a Data Principal, you have the following rights regarding your PI and SPDI:

Access and Correction

Right to Access: You can request access to the PI and SPDI we hold about you to confirm processing and obtain a copy.

Right to Correction: You can request corrections or updates to inaccurate or incomplete data.

Deletion and Restriction

Right to Deletion: You can request deletion of your data if it is no longer necessary, you withdraw consent, or for other lawful reasons.

Right to Restriction: You can request restriction of data processing in cases such as contested accuracy or objection to processing.

Data Portability

Right to Data Portability: You can receive your data in a structured, commonly used, machine-readable format or request its transfer to another organization where feasible.

Objection to Processing

Right to Object: You can object to processing based on legitimate interests or for direct marketing. We will cease marketing-related processing upon objection.

Consent Management

Withdrawing Consent: You can withdraw consent for data processing at any time via account settings or by contacting us, without affecting prior lawful processing.

Complaint to Authorities

Right to Lodge a Complaint: If you believe we are not complying with data protection laws, you can lodge a complaint with the Data Protection Board of India. Contact details will be provided once the Board is established, or you can reach our Grievance Officer for assistance.

Choices Regarding Communications

Marketing Communications: Opt out of marketing communications via unsubscribe links or account settings.

Service Notifications: We may send essential service-related notifications, which you cannot opt out of while using our Services.

Updating Your Information

Account Information: Update or correct your PI through your account settings or by contacting our Grievance Officer.

Exercising Your Rights

How to Exercise Your Rights: Submit requests to our Grievance Officer at privacy@zipzy.in. We will respond within 30 days, as required by the IT Act, and verify your identity to process the request.

For more details, visit our Privacy Policy page or contact our Grievance Officer at privacy@zipzy.in.

Children's Privacy

ZipZy™ does not knowingly collect PI or SPDI from children under 18, as our Services are intended for users 18 and older, per our Terms of Service. If we discover we have collected data from a child under 18, we will promptly delete it. If you believe we have such data, contact our Grievance Officer at privacy@zipzy.in for immediate action.

Grievance Officer

In accordance with the IT Act and SPDI Rules, ZipZy™ has appointed a Grievance Officer to address your concerns or complaints regarding data protection or privacy practices. Our Grievance Officer will respond to your inquiries within 30 days, as required by law.

Grievance Officer Details:

Email: grievance@zipzy.in

Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)

If you are dissatisfied with our response, you may lodge a complaint with the Data Protection Board of India once established under the DPDP Act.

Changes to This Privacy Policy

We may update this Privacy Policy to reflect changes in our practices, Services, or legal requirements, such as updates to the DPDP Act or SPDI Rules. Significant changes will be communicated via email, in-app notifications, or updates on our websites, with the effective date clearly indicated. Continued use of our Services after changes signifies acceptance of the updated terms. Previous versions are available upon request. Contact our Grievance Officer at privacy@zipzy.in. The latest version is always available on our Privacy Policy page.

Contact Us

If you have any questions, concerns, or requests regarding this Privacy Policy or our practices, please reach out to our Grievance Officer:

Email: grievance@zipzy.in

Mailing Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)

We are committed to addressing your inquiries and resolving issues within 30 days, as required by the IT Act. For detailed information on our data protection practices or to exercise your rights, contact us at your convenience.

ZipZy™ Terms of Service

Publish Date: September 2, 2024

Last Updated: July 1, 2025

Trademark Notice

"ZipZy™" is a trademark in India, protected under Indian trademark law. Unauthorized use of the name "ZipZy™" is strictly prohibited and may result in legal action.

All other product names, logos, and brands are property of their respective owners.

1. Introduction

Welcome to ZipZy™ ("we," "us," or "our"). By accessing or using our websites zipzy.in or zpzy.in, application, or services, including but not limited to URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, and Mobile Links (collectively, the "Services"), you agree to comply with and be bound by these Terms of Service (the "Terms"). Please read these Terms carefully before using our Services. If you do not agree to these Terms, you must not use our Services.

2. Changes to Terms

We reserve the right to update or modify these Terms at any time at our sole discretion. Any changes will be effective immediately upon posting the revised Terms on our websites. We may notify you of significant changes via email or through the Services. Your continued use of the Services after any changes constitutes acceptance of the new Terms.

3. Eligibility

You must be at least 18 years old to use our Services. By using the Services, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

4. Account Registration

To access certain features of the Services, such as creating custom links, QR codes, landing pages, or accessing analytics, you must register for an account. You agree to:

- Provide accurate, current, and complete information during the registration process.

- Update your information to keep it accurate, current, and complete.

- Maintain the security of your account credentials and not share them with others.

- Notify us immediately of any unauthorized use of your account at support@zipzy.in.

We reserve the right to suspend or terminate your account if any information provided is inaccurate or incomplete.

5. User Responsibilities

You agree to use the Services in accordance with all applicable local, state, national, and international laws and regulations. You must not engage in any of the following prohibited activities:

- Using the Services for illegal purposes or to promote illegal activities.

- Engaging in fraudulent, deceptive, or misleading activities, including phishing or impersonation.

- Transmitting viruses, malware, or any other harmful code.

- Interfering with or disrupting the Services, including servers or networks connected to the Services.

- Attempting to gain unauthorized access to any part of the Services or other users' accounts.

- Using the Services to distribute unsolicited communications (spam).

- Creating or sharing content that is defamatory, obscene, or infringes on the rights of others.

- Using shortened URLs, QR codes, or landing pages to mislead users or direct them to harmful or inappropriate content.

You are responsible for ensuring that any URLs, QR codes, landing pages, or other content created through the Services comply with these Terms and applicable laws.

6. Service-Specific Terms

The following terms apply to the specific Services provided by ZipZy™:

6.1 URL Shortener

You may use our URL Shortener to create shortened links for sharing. You agree:

- Not to create shortened URLs that link to illegal, harmful, or deceptive content.

- That we may monitor and analyze the performance and usage of shortened URLs for security and analytics purposes.

- That shortened URLs may expire or be deactivated if they violate these Terms or are inactive for an extended period, as determined by us.

6.2 Custom Links

Our Custom Links feature allows you to create personalized URLs. You agree:

- To use custom URLs that are not offensive, misleading, or infringing on third-party trademarks or rights.

- That we reserve the right to reject or disable custom URLs that violate these Terms or our policies.

- To ensure that custom links comply with our branding guidelines, if applicable.

6.3 QR Codes

You may generate QR codes for various purposes, such as linking to URLs or sharing contact information. You agree:

- Not to use QR codes to direct users to malicious, illegal, or inappropriate content.

- That we may track QR code scans to provide analytics and ensure compliance with these Terms.

- To ensure that any data embedded in QR codes complies with applicable privacy laws and does not infringe on third-party rights.

6.4 Landing Pages

Our Landing Pages feature allows you to create mobile-optimized pages. You agree:

- To ensure that landing page content is accurate, lawful, and does not violate third-party rights.

- Not to use landing pages for deceptive practices, such as false advertising or phishing.

- That we may review and remove landing pages that violate these Terms or our Acceptable Use Policy.

6.5 Advanced Analytics

Our Advanced Analytics service provides insights into the performance of your links and QR codes. You agree:

- To use analytics data solely for lawful purposes and in accordance with our Privacy Policy.

- Not to share analytics data with third parties without our prior written consent, except as permitted by law.

- That analytics data is provided "as-is" and may not be comprehensive or error-free.

6.6 Branded Links

Branded Links allow you to personalize links with your brand’s custom URL. You agree:

- To use branded links that accurately represent your brand and do not infringe on third-party trademarks.

- That we may require verification of your brand ownership before approving branded links.

- To comply with any additional branding guidelines we provide.

6.7 Link-in-Bio

The Link-in-Bio feature enables you to optimize and monitor social media links. You agree:

- Not to use Link-in-Bio pages to promote harmful, illegal, or misleading content.

- To ensure that all links and content on Link-in-Bio pages comply with the terms of the respective social media platforms.

- That we may monitor Link-in-Bio usage to ensure compliance with these Terms.

6.8 Mobile Links

Mobile Links are designed for seamless SMS integration. You agree:

- To comply with all applicable laws and regulations regarding SMS communications, including obtaining recipient consent.

- Not to use Mobile Links for sending spam or unsolicited messages.

- That we may suspend Mobile Links that violate these Terms or applicable telecommunications laws.

7. Intellectual Property

All content, trademarks, logos, and other intellectual property on the Services, including but not limited to software, designs, text, and templates for landing pages or QR codes, are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, distribute, or create derivative works from any content without our express written permission, except as permitted for personal, non-commercial use in connection with the Services.

8. User Content

By submitting content to our Services, including URLs, QR codes, landing page content, custom link text, or other materials ("User Content"), you grant us a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display such User Content in connection with the Services, including for URL shortening, QR code generation, landing page hosting, and analytics. You represent and warrant that:

- You own or have the necessary rights to submit the User Content.

- The User Content does not infringe on the intellectual property, privacy, or other rights of any third party.

- The User Content complies with these Terms, our Acceptable Use Policy, and applicable laws.

We reserve the right to remove or modify any User Content that violates these Terms or for any other reason at our sole discretion.

9. Third-Party Links and Services

Our Services may contain or generate links to third-party websites, applications, or services, including those linked via shortened URLs, QR codes, or landing pages, that are not owned or controlled by us. We are not responsible for the content, privacy practices, or any other aspect of these third-party services. You access such third-party links or services at your own risk, and we encourage you to review their terms and policies.

10. Payment Terms

Some features of the Services, such as Advanced Analytics, Branded Links, or premium Landing Pages, may require payment. By subscribing to a paid plan, you agree to:

- Provide accurate billing and payment information.

- Pay all applicable fees as described on our websites.

- Authorize us to charge your chosen payment method for recurring fees, if applicable.

All fees are non-refundable unless otherwise stated. We may change our pricing at any time, and such changes will apply to your next billing cycle. If payment is not received, we may suspend or terminate your access to paid features.

11. Data Protection and Privacy

We collect and process personal data, including data from URL clicks, QR code scans, and landing page interactions, in accordance with our Privacy Policy. By using the Services, you consent to such processing and warrant that all data provided by you is accurate. You are responsible for obtaining any necessary consents for the data you submit or process through the Services, including for analytics, QR code scanning data, or SMS communications via Mobile Links.

12. Service Availability

We strive to provide reliable Services but do not guarantee that the Services, including URL shortening, QR code functionality, or landing page hosting, will be uninterrupted, error-free, or available at all times. We may perform maintenance, upgrades, or other activities that temporarily affect access to the Services. We are not liable for any damages resulting from such interruptions or unavailability.

13. Disclaimers

Our Services are provided on an "as-is" and "as-available" basis. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or availability of the Services. We do not warrant that the Services will meet your requirements or that any URLs, QR codes, landing pages, or analytics data will be accessible, functional, or accurate at all times.

14. Limitation of Liability

To the fullest extent permitted by law, we, our affiliates, officers, directors, employees, or agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising out of or related to your use of or inability to use the Services, including any issues with shortened URLs, QR codes, landing pages, or analytics. Our total liability for any claim arising out of these Terms or the Services shall be limited to the amount paid by you to us, if any, for the Services giving rise to the claim in the preceding 12 months.

15. Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, officers, directors, employees, and agents from any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Services, including URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, or Mobile Links.

- Your violation of these Terms or our Acceptable Use Policy.

- Your User Content or its use through the Services.

- Your infringement of any intellectual property, privacy, or other rights of any third party.

16. Termination

We may suspend or terminate your access to the Services, including your account and any associated URLs, QR codes, or landing pages, at our sole discretion, with or without notice, for any reason, including if you breach these Terms or engage in prohibited activities. You may terminate your account at any time by contacting us at support@zipzy.in. Upon termination:

- Your right to use the Services will cease immediately.

- We may delete your User Content, account data, shortened URLs, QR codes, landing pages, or analytics data, subject to applicable law.

- All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

17. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Ghaziabad, Uttar Pradesh, Bharat (India), without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be resolved exclusively in the courts located in Ghaziabad, Uttar Pradesh, Bharat (India). You agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such disputes.

18. Force Majeure

We shall not be liable for any failure to perform our obligations under these Terms due to events beyond our reasonable control, including but not limited to natural disasters, war, terrorism, strikes, government actions, or internet failures.

19. Contact Us

If you have any questions, concerns, or complaints about these Terms or the Services, please contact us at:

Email: support@zipzy.in

Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)

20. Miscellaneous

- Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

- Entire Agreement: These Terms, together with our Privacy Policy, Acceptable Use Policy, and any other policies referenced herein, constitute the entire agreement between you and us regarding the use of the Services and supersede all prior agreements and understandings.

- No Waiver: Our failure to enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

- Assignment: You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms at our discretion.

- Notices: Any notices or communications under these Terms will be sent to the email address associated with your account or posted on our websites.

ZipZy™ Acceptable Use Policy

Publish Date: September 3, 2024

Last Updated: July 1, 2025

Trademark Notice

"ZipZy™" is a trademark in India, protected under Indian trademark law. Unauthorized use of the name "ZipZy™" is strictly prohibited and may result in legal action.

All other product names, logos, and brands are property of their respective owners.

1. Introduction

Welcome to ZipZy™ ("we," "us," or "our"). This Acceptable Use Policy ("AUP") governs your use of our websites (zipzy.in and zpzy.in) and our services, including but not limited to URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, Mobile Links, and API Services (collectively, the "Services"). Our mission is to enhance digital connections and empower users, businesses, and organizations through our innovative platform. To maintain a safe, secure, and lawful environment, we require all users to adhere to this AUP, which forms part of our Terms of Service, Privacy Policy, and Disclaimer (collectively, the "ZipZy™ Terms").

By using our Services, you agree to comply with this AUP and all applicable local, state, national, and international laws, including but not limited to the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023 (DPDP Act), and other relevant regulations in India. ZipZy™ is not responsible for any user-generated content or misuse of the Services, and you assume full responsibility for ensuring your use complies with this AUP and applicable laws.

2. Responsible Use of ZipZy™ Services

We value freedom of expression but prioritize the safety and integrity of our community. You must use our Services responsibly and ethically, ensuring that your actions do not harm others or violate legal or ethical standards. Below are specific guidelines for using our Services, including service-specific rules to prevent misuse.

2.1 Prohibited Content

You must not create, share, or distribute content through our Services that includes, but is not limited to:

- Hate Speech and Discrimination: Content that promotes hatred, violence, or discrimination against individuals or groups based on race, ethnicity, nationality, gender, gender identity, sexual orientation, religion, caste, disability, age, or other protected attributes under Indian law.

- Exploitative Content: Content that exploits, endangers, or harms minors, including child sexual abuse material or content promoting child endangerment.

- Misinformation: False or misleading information that could cause harm, particularly related to health, safety, elections, or civic matters, such as unverified medical claims or election fraud misinformation.

- Violent or Graphic Content: Content that promotes, glorifies, or depicts violence, self-harm, or graphic imagery, including threats of violence or gore.

- Non-Consensual Explicit Content: Sexually explicit material shared without the consent of all individuals depicted or involved.

- Terrorism and Extremism: Content that supports, promotes, or incites terrorism, extremism, or related activities.

- Illegal Content: Content that violates any applicable law, including but not limited to content promoting illegal drugs, weapons, or other prohibited items or activities under Indian law.

- Defamatory Content: Content that defames, slanders, or libels individuals or entities.

- Infringing Content: Content that infringes on intellectual property rights, including copyrights, trademarks, or patents, without authorization.

2.2 Prohibited Behaviors

You must not engage in the following behaviors when using our Services:

- Malware and Fraud: Distributing malware, viruses, or engaging in phishing, hacking, or other deceptive practices to gain unauthorized access to systems, data, or accounts.

- Spam and Unsolicited Communications: Sending bulk unsolicited messages, including spam, via Mobile Links or other Services, without recipient consent, in violation of the Telecom Commercial Communications Customer Preference Regulations, 2018.

- Evasion Techniques: Attempting to bypass ZipZy™'s security measures, rate limits, or monitoring systems, including through the use of bots or automated scripts.

- Privacy Violations: Sharing personal information of others without consent (doxxing) or violating privacy rights under the DPDP Act or IT Act.

- Harassment and Bullying: Engaging in harassment, bullying, or targeted attacks, including sending threatening or abusive messages.

- Impersonation: Misrepresenting yourself, impersonating others, or falsely claiming affiliations with individuals, organizations, or ZipZy™.

- Intellectual Property Infringement: Using the Services to infringe on intellectual property rights, such as uploading copyrighted material or using trademarks without permission.

- Facilitating Illegal Activities: Using the Services to facilitate or promote illegal activities, such as money laundering, fraud, or unauthorized gambling.

- Overloading Systems: Engaging in activities that overload, disrupt, or harm the functionality of our Services, servers, or networks, including denial-of-service attacks.

2.3 Service-Specific Guidelines

The following rules apply to specific ZipZy™ Services to prevent misuse:

URL Shortener and Custom Links:

- Do not create shortened or custom URLs that link to prohibited content or facilitate illegal activities.

- Ensure custom URLs do not mimic third-party trademarks or mislead users about the destination content.

- ZipZy™ may disable URLs that violate this AUP or remain inactive for an extended period.

QR Codes:

- Do not generate QR codes that direct to malicious, illegal, or prohibited content.

- Ensure embedded data complies with privacy laws and does not infringe on third-party rights.

Landing Pages and Link-in-Bio:

- Ensure content on landing pages or Link-in-Bio pages is lawful, accurate, and non-deceptive.

- Do not use these features for phishing, false advertising, or promoting prohibited content.

- Comply with the terms of service of any social media platforms linked via Link-in-Bio pages.

Mobile Links:

- Obtain explicit recipient consent for SMS communications, as required by the Telecom Regulatory Authority of India (TRAI).

- Do not send spam, unsolicited messages, or messages containing prohibited content.

Advanced Analytics and API Services:

- Use analytics data and API services only for lawful purposes and in accordance with our Privacy Policy.

- Do not attempt to reverse-engineer, misuse, or overload API services.

Branded Links:

- Use branded links that accurately represent your brand and do not infringe on third-party trademarks.

- Provide verification of brand ownership if requested by ZipZy™.

3. User Responsibility and No Liability for ZipZy™

You are solely responsible for all content you create, share, or distribute through our Services, including URLs, QR codes, landing pages, and other user-generated content. ZipZy™ does not monitor or control the content linked to or embedded in our Services and is not responsible for any illegal, harmful, or inappropriate content or actions resulting from your use of the Services. You agree to indemnify ZipZy™, its affiliates, officers, directors, employees, and agents from any claims, liabilities, losses, or damages arising from your violation of this AUP or applicable laws.

To the fullest extent permitted by law, ZipZy™ disclaims liability for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of or inability to use the Services, including any misuse by you or third parties. You assume full responsibility for ensuring compliance with all applicable laws, including but not limited to the Indian Penal Code, 1860, IT Act, DPDP Act, and TRAI regulations.

4. Reporting and Enforcement

If you encounter content or behavior that violates this AUP, please report it to our Grievance Officer at grievance@zipzy.in. We take all reports seriously and will investigate within 30 days, as required by the IT Act. Upon determining a violation, we may take actions including, but not limited to:

- Removing or disabling access to violating content, such as URLs, QR codes, or landing pages.

- Suspending or terminating user accounts.

- Reporting illegal activities to relevant authorities, as required by law.

If you believe your content or account was mistakenly flagged, you may appeal by contacting our Grievance Officer at grievance@zipzy.in. We will review your case promptly and provide a response within 30 days. Decisions on enforcement actions are at ZipZy™'s sole discretion.

5. Grievance Redressal

In accordance with the IT Act, ZipZy™ has appointed a Grievance Officer to address complaints related to this AUP or the Services. Contact our Grievance Officer for any concerns:

Email: grievance@zipzy.in

Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)

We will address your concerns within 30 days, as mandated by the IT Act. If unresolved, you may escalate complaints to the Data Protection Board of India once established under the DPDP Act.

6. Policy Compliance and Modifications

Compliance with this AUP is mandatory for all users of our Services. Failure to comply may result in immediate suspension or termination of your access, without liability to ZipZy™. We reserve the right to modify this AUP at any time, with changes effective upon posting on our websites. Significant changes will be communicated via email or in-app notifications. Your continued use of the Services after changes constitutes acceptance of the updated AUP.

Thank you for helping us maintain a safe, secure, and lawful environment at ZipZy™. Together, we can foster a positive community experience.

7. Contact Us

For questions, concerns, or reports regarding this AUP or our Services, contact our Grievance Officer:

Email: grievance@zipzy.in

Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)

Disclaimer - ZipZy™

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Trademark Notice

"ZipZy™" is a trademark in India, protected under Indian trademark law. Unauthorized use of the name "ZipZy™" is strictly prohibited and may result in legal action.

All other product names, logos, and brands are property of their respective owners.

1. General Disclaimer

The information and services provided on the ZipZy™ websites (zipzy.in and zpzy.in), including but not limited to URL Shortener, Custom Links, QR Codes, Landing Pages, Advanced Analytics, Branded Links, Link-in-Bio, Mobile Links, and API Services (collectively, the "Services"), are for general informational and functional purposes only. While we strive to ensure that the information and Services are accurate, reliable, and up-to-date, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the websites, Services, or related content, including information, products, or graphics, for any purpose. Any reliance on such information or Services is at your own risk.

2. Accuracy of Information

We do not warrant that the information on our websites or provided through our Services, including analytics data or content generated via the Services, is accurate, complete, or current. The content is subject to change without notice, and we assume no responsibility for errors, omissions, or inaccuracies in the information or Services provided. It is your responsibility to verify any information, including the functionality of shortened URLs, QR codes, or landing pages, before relying on it.

3. External Links

Our websites and Services, including shortened URLs, QR codes, and landing pages, may contain or generate links to external websites or services that are not owned, operated, or maintained by ZipZy™. We do not guarantee the accuracy, relevance, timeliness, security, or completeness of any information or content on these external websites or services. The inclusion of such links does not imply endorsement, recommendation, or affiliation with the views, products, or services expressed therein. You access external links at your own risk, and we encourage you to review the terms and policies of those third-party services.

4. Service-Specific Disclaimers

4.1 URL Shortener: ZipZy™ provides URL shortening services to simplify and track links. We do not guarantee the uninterrupted availability, security, or functionality of shortened URLs. Users are responsible for testing and verifying the performance of shortened links before use. ZipZy™ does not have knowledge of or control over the content of the original URLs and is not liable for any fraudulent, harmful, or illegal content or misuse associated with shortened links.

4.2 Custom Links: Our Custom Links feature allows users to create personalized URLs. We do not warrant that custom links will always be available, functional, or free from conflicts with third-party trademarks. Users are responsible for ensuring that custom links comply with applicable laws and do not infringe on third-party rights. ZipZy™ is not liable for any disputes or damages arising from the use of custom links.

4.3 QR Code Generation: We provide tools to generate QR codes for various purposes, such as linking to URLs or sharing contact information. We do not guarantee that QR codes will function across all devices, scanners, or applications, or that they will remain active indefinitely. Users must test QR codes to ensure they perform as intended. ZipZy™ does not have knowledge of or control over the content linked via QR codes and is not responsible for any fraudulent, harmful, or illegal content or misuse associated with them.

4.4 Landing Pages: ZipZy™ offers tools to create mobile-optimized landing pages. We make no warranties regarding the design, effectiveness, or performance of these pages, including their compatibility with all devices or browsers. Users are responsible for ensuring the accuracy, legality, and compliance of landing page content with applicable laws. ZipZy™ is not liable for any damages or losses resulting from the use or reliance on landing pages.

4.5 Advanced Analytics: Our Advanced Analytics service provides insights into the performance of links and QR codes. We do not guarantee the accuracy, completeness, or timeliness of analytics data. Analytics are provided "as-is," and users are responsible for verifying data before making decisions based on it. ZipZy™ is not liable for any losses or damages arising from reliance on analytics data.

4.6 Branded Links: Branded Links allow users to personalize links with custom URLs. We do not warrant that branded links will be free from conflicts with third-party trademarks or that they will remain available indefinitely. Users are responsible for ensuring that branded links comply with applicable laws and branding guidelines. ZipZy™ is not liable for any disputes or damages arising from the use of branded links.

4.7 Link-in-Bio: The Link-in-Bio feature enables users to create pages for social media link management. We do not guarantee the performance, availability, or compatibility of Link-in-Bio

pages across all platforms or devices. Users are responsible for ensuring that Link-in-Bio content complies with the terms of relevant social media platforms and applicable laws. ZipZy™ is not liable for any damages or losses resulting from the use of Link-in-Bio pages.

4.8 Mobile Links: Mobile Links are designed for SMS integration. We do not guarantee the delivery, functionality, or compatibility of Mobile Links with all mobile devices or carriers. Users are responsible for complying with all applicable laws and regulations regarding SMS communications, including obtaining recipient consent. ZipZy™ is not liable for any damages or legal consequences arising from the use of Mobile Links.

4.9 API Services: Our API services are provided to enable integration with the Services. We do not guarantee the uninterrupted availability, performance, or compatibility of the API with all systems. The API may be subject to rate limits, changes, or temporary unavailability due to maintenance or technical issues. Users are responsible for ensuring their use of the API complies with our Acceptable Use Policy and applicable laws. ZipZy™ is not liable for any damages or losses resulting from the use or unavailability of the API.

5. Data Protection

We are committed to protecting your privacy and personal data in accordance with our Privacy Policy. However, we cannot guarantee the absolute security of any data transmitted to, from, or through our websites or Services, including data collected via analytics, QR code scans, or SMS interactions. Users are responsible for using secure methods for data transmission and ensuring the security of their own data. ZipZy™ is not liable for any data breaches or losses resulting from unauthorized access to data transmitted through our Services.

6. User Responsibilities

Users are solely responsible for ensuring that their use of our Services, including but not limited to shortened URLs, custom links, QR codes, landing pages, branded links, Link-in-Bio pages, Mobile Links, analytics, and API services, complies with all applicable local, state, national, and international laws and regulations, as well as our Acceptable Use Policy. This includes ensuring the legality and appropriateness of all content created or shared through the Services. ZipZy™ will not be liable for any misuse of our Services, including any legal, financial, or reputational consequences arising from such misuse.

7. Limitation of Liability

To the fullest extent permitted by law, ZipZy™, its affiliates, officers, directors, employees, agents, or licensors shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, revenue, goodwill, or business opportunities, arising out of or in connection with the use of or inability to use our websites or

Services, including any issues with shortened URLs, custom links, QR codes, landing pages, analytics, branded links, Link-in-Bio pages, Mobile Links, or API services. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damages.

8. Changes to the Disclaimer

We may update this Disclaimer from time to time to reflect changes in our Services, legal requirements, or other factors. Any changes will be posted on this page with an updated effective date, and your continued use of our websites or Services after such changes signifies your acceptance of the revised Disclaimer. We encourage you to review this Disclaimer periodically for any updates.

9. Contact Us

If you have any questions, concerns, or complaints about this Disclaimer or our Services, please contact us at:

Email: info@zipzy.in

Address: ZipZy™, 62, Mandola, Loni, Ghaziabad, Uttar Pradesh 201102, Bharat (India)