

PRIVACY POLICY

Last updated on 19 June 2026

1. Introduction

- 1.1. Filmytell (“**We**”, “**Us**”, “**Our**”) operates an online video and content sharing platform at <https://Filmytell.com/>, an official app, and other related Platform as mentioned on its website (collectively the “**Platform**”), through which certain users may upload, post, discover, rent, purchase, access and view films, web series, mini-series and other audio-visual content (“**Content**”). We provide You the ability to upload and/or access such content as per our Terms of Use and this Privacy Policy (“**Services**”). For the purposes of this Privacy Policy, references to “**You**” / “**Your**” shall mean any individual who accesses, browses, registers for, rents, purchases, accesses, views or otherwise uses the Platform or Services.
- 1.2. By accessing or using the Platform, creating an account, renting or purchasing Content, or otherwise interacting with the Services, You consent and unequivocally agree to the terms of this privacy policy. Your continued usage of the privacy policy counts as clear and unconditional acceptance of the terms herein. If You do not agree, You must discontinue use of the Platform and Services.
- 1.3. For the purposes of applicable data protection laws, including the Digital Personal Data Protection Act, 2023 (“**DPDP Act**”), Filmytell acts as a data fiduciary in respect of Personal Data processed through the Platform.

2. Personal Data

For the purposes of this Privacy Policy, “**Personal Data**” shall have the meaning assigned to such term under the DPDP Act and shall include any data about an individual who is identifiable by or in relation to such data that is collected, received, generated, processed, stored or otherwise handled by Filmytell in connection with the Platform and Services.

3. Eligibility and Minors

- 3.1. The Platform is not intended for individuals below the age of 13. Individuals between the ages of 13 and 17 may access the Platform only with the prior consent of a parent or legal guardian, who shall be responsible for such use and for ensuring compliance with this Privacy Policy and the Terms of Use.
- 3.2. We do not knowingly collect, process or store Personal Data of children below the age of 13. Where an individual between the ages of 13 and 17 accesses the Platform, such access shall be deemed to have been authorized by a parent or legal guardian, who shall be deemed to have consented to the collection and processing of the minor's Personal Data in accordance with this Privacy Policy and the Digital Personal Data Protection Act, 2023.
- 3.3. If You are a parent or legal guardian who has permitted a minor between the ages of 13 and 17 to access or use the Platform, You agree to be bound by this Privacy Policy and acknowledge that You are responsible for the minor's use of the Platform and any Personal Data submitted or generated through such use.
- 3.4. Without limiting the foregoing, We do not knowingly track, profile, monitor behavioural patterns of, or 1 at children where prohibited under applicable law.
- 3.5. If We become aware that Personal Data relating to a child below the age of 13 has been collected or processed, or that Personal Data of a 13–17 year old has been collected without parental or

guardian consent, We shall take reasonable steps to delete such data or restrict its processing in accordance with applicable law.

- 3.6. Individuals who do not satisfy the applicable age requirements or do not possess the legal capacity to consent to the processing of their Personal Data under applicable law are prohibited from accessing or using the Platform. Any such access or use shall be deemed unauthorized.

4. Nature of Data Collected

- 4.1. **All Users:** We may collect identification and contact details such as name, phone number, email address, date of birth, and city, along with transactional information relating to Content rentals, purchases, payments, refunds and other transactions conducted through the Platform. We may also collect technical and device-related information, including IP address, browser type, operating system, device identifiers and network information, as well as information relating to Your interaction with the Platform and Services, including viewing history, search history, watchlists, download activity, browsing behaviour and usage patterns. In order to access certain features of the Platform, including the purchase, rental, viewing, downloading or gifting of Content, You may be required to create an account. We may collect information including Your username, password credentials (in encrypted form), profile information, communication preferences, watchlists, account settings and subscription or wallet-related information.
- 4.2. **Payment Information:** Payment-related information is processed through third-party payment service providers. Filmytell does not store sensitive financial information such as complete debit card, credit card or banking credentials. We may, however, receive and retain limited transaction-related information necessary for payment verification, record-keeping, fraud prevention, customer support purposes, and other information necessary for us to remit payments to You (if applicable).
- 4.3. **Automatic Collection:** We may collect certain information automatically through cookies, SDKs, pixels and similar technologies, including usage data, referral URLs, device information, session information, aggregated location information, viewing activity, Content preferences and other analytics information relating to the use of the Platform and Services.
- 4.4. **Wallet and Stored Value Information:** Where the Platform enables users to maintain a prepaid wallet or stored value balance, We may collect and process information relating to wallet creation, wallet funding, wallet balances, wallet transactions, refunds, credits, debits, promotional credits and redemption activity. Such information is processed for transaction management, fraud prevention, accounting, audit and customer support purposes.
- 4.5. **Content Viewing and Engagement Data:** We may collect information relating to Your interaction with Content available on the Platform, including: (a) Content viewed, rented or purchased; (b) Viewing duration and completion rates; (c) Pause, rewind and playback activity; (d) Download activity; (e) Search queries and browsing activity; (f) Ratings, reviews and feedback; (g) Watchlists, favourites and content preferences; (h) Device-specific playback and streaming information. Such information may be used to improve the Services, recommend Content, measure Content performance, manage licensing arrangements and improve user experience and other actions necessary to support Filmytell's services.
- 4.6. **Recommendation Systems:** The Platform may utilize automated systems, machine learning technologies and artificial intelligence tools to analyse user preferences, viewing behaviour, search history and engagement patterns in order to: (a) Recommend Content; (b) Improve search functionality; (c) Personalize user experiences; (d) Improve content discovery; (e) Enhance platform performance and analytics.

Any such processing shall be undertaken in accordance with applicable law and this Privacy Policy.

5. **Purpose of Processing:** Personal Data is processed for legitimate business purposes connected with the operation of the Platforms, including: (a) enabling account creation, authentication, Content rentals, purchases and other transactions; (b) providing access to Content and facilitating

viewing, streaming and offline download functionalities; (c) identity verification, fraud prevention, content protection and enforcement of rental periods, viewing restrictions and other Platform policies; (d) customer support and issue resolution; (e) improving Platform functionality, content discovery and user experience; (f) analytics, research and usage pattern analysis; (g) personalizing Content recommendations and user preferences; (h) communicating transactional updates and, where permitted, promotional communications; (i) compliance with legal, regulatory and contractual obligations, including obligations relating to content licensing and distribution; (j) We may also analyse anonymized and aggregated data for service improvement, analytics, audience measurement, content performance assessment and operational purposes. Such data does not identify individuals; (k) We may process Personal Data, device information, account information, IP addresses, transaction records, viewing logs and other relevant information for the purposes of preventing unauthorized access to Content including but not limited to detecting account sharing abuse, enforcing territorial restrictions, investigating piracy, copyright infringement and unauthorized distribution, protecting intellectual property rights and enforcing contractual restrictions imposed by Content licensors and rights holders.

6. Consent and Processing Framework

- 6.1. Personal Data is processed on the basis of Your consent for the purposes set out in this Privacy Policy. You may withdraw such consent at any time by contacting us; however, such withdrawal may affect Your ability to access or use certain features of the Platform.
- 6.2. We retain Personal Data only for as long as necessary for providing Services, complying with legal obligations, and for fraud prevention, dispute resolution and enforcement purposes. Upon termination of Your account, data may be deleted or retained for a limited period as required under applicable law.
- 6.3. If You wish to delete Your account and associated data, You may contact us through the Platform. Certain data may continue to be retained in backups or archives where required for legal or compliance purposes.

7. Data Sharing

- 7.1. In order to provide the Services, facilitate transactions between viewers and Content Owners, enable access to Content and comply with contractual and legal obligations, We may share Personal Data with Content Owners and other service providers to the extent reasonably necessary for the provision of the Services, process transactions, comply with contractual obligations, resolve disputes, undertake reporting obligations, prevent fraud or otherwise operate the Platform, and to ensure a seamless user experience.
- 7.2. We may also share Personal Data with third-party service providers, affiliates, group entities and marketing partners (where applicable) on a need-to-know basis, including:
 - 7.2.1. payment processors and payment gateway providers;
 - 7.2.2. verification, authentication and KYC service providers;
 - 7.2.3. cloud hosting, storage and infrastructure providers;
 - 7.2.4. content delivery network (CDN), streaming, digital rights management (DRM) and content protection service providers;
 - 7.2.5. communication Platform for emails, SMS, notifications and customer support communications;
 - 7.2.6. analytics, performance monitoring and user engagement tools;
 - 7.2.7. customer support, fraud prevention, security and compliance service providers.
- 7.3. Upon any such sharing, the relevant recipient may act as an independent data fiduciary in respect of the Personal Data received by it and shall be solely responsible for its processing and compliance with applicable laws. Following disclosure, the relevant recipient may process such Personal Data in accordance with its own privacy practices and legal obligations. Filmytell shall

not be responsible for any acts or omissions of such recipient except to the extent required under applicable law.

- 7.4. Payment transactions are processed through third-party payment gateways and payment service providers using commercially reasonable security measures and secure transmission protocols.

7.5. Sharing with Content Owners and Rights Holders

- (a) Where reasonably necessary for licensing, royalty accounting, revenue sharing, reporting obligations, content monetization, dispute resolution, anti-piracy enforcement, legal compliance or contractual obligations, We may share limited Personal Data and transaction-related information with Content Owners (as defined below), licensors, distributors, producers and other rights holders associated with the relevant Content.
- (b) Such sharing shall be limited to information reasonably necessary for the relevant purpose and shall be undertaken in accordance with applicable law.

8. Security Measures

- 8.1. We implement commercially reasonable safeguards to protect Personal Data, including access controls, encryption protocols, authentication mechanisms and secure infrastructure.
- 8.2. While we take reasonable steps to protect Your information, no system is completely secure, and we do not guarantee absolute security.
- 8.3. You are responsible for maintaining the confidentiality of Your account credentials. Any activity carried out through Your account shall be deemed to have been undertaken by You. You must immediately notify us of any unauthorized use or security breach.
- 8.4. All payments are processed through third-party payment gateways using secure transmission protocols. Filmytell does not store sensitive financial information such as card details.

9. Cookies and Tracking Technologies

- 9.1. The Platform uses cookies, pixel tags and local storage technologies to enable functionality, analyse usage and improve user experience. This includes essential cookies, analytics cookies and third-party cookies. Local storage may be used for session and preference management. You may manage cookie preferences through Your browser settings.

10. Communications

- 10.1. You consent to receive communications from Filmytell, including transactional messages relating to account registration, authentication, Content rentals, purchases, payments, refunds, customer support requests, service updates, security notifications and other communications necessary for the provision of the Services.
- 10.2. Where permitted under applicable law, We may also send promotional, marketing and Content-related communications.
- 10.3. You may opt out of non-essential communications in accordance with the options made available by Filmytell.

11. Device Permissions

Depending upon the features utilized by You, the Platform may request access to certain device permissions, including: (a) Storage permissions for downloads and offline viewing; (b) Camera permissions for account verification or user-generated content features (if applicable); (c) Notification permissions for transactional updates and service communications; (d) Network access permissions for streaming and Platform functionality. You may manage such permissions through Your device settings, though disabling certain permissions may affect Platform functionality.

12. Data Retention

- 12.1. Personal Data is retained only for as long as necessary for the delivery of Services, legal compliance, fraud prevention and dispute resolution. Data may be deleted or anonymized upon account deletion, subject to applicable retention requirements. Rental, purchase, payment and transaction records may be retained for accounting, audit, legal, compliance, fraud prevention and dispute resolution purposes even after account deletion, to the extent permitted or required by applicable law.
- 12.2. In view of applicable contractual obligations towards Content Owners, licensors and payment service providers, Filmytell may retain records relating to: (a) Content purchases and rentals; (b) Wallet transactions; (c) Revenue-sharing calculations; (d) Royalty payments; (e) Licensing compliance; (f) Copyright enforcement activities; (g) Fraud investigations; and (h) Legal claims or disputes.
- 12.3. Such records may be retained beyond account termination where required by law or reasonably necessary for legitimate business purposes.

13. User Rights

- 13.1. You may exercise Your rights, including access, correction, deletion, withdrawal of consent and communication preferences, through mechanisms made available on the Platform, including Your account settings, where such functionality is provided.
- 13.2. In addition, You may opt out of non-essential communications, including promotional and marketing messages, through in-app settings, unsubscribe links included in such communications, or by contacting us using the details provided in this Privacy Policy.
- 13.3. Where You choose to opt out of certain data processing activities or communications, You acknowledge that this may impact Your ability to access or use certain features of the Platform or receive relevant updates in relation to Your rentals, purchases or Services.

14. Cross-Border Transfers

- 14.1. Personal Data may be transferred outside India in accordance with applicable legal requirements and safeguards.
- 14.2. The Platform may utilize cloud infrastructure, content delivery networks (CDNs), analytics providers, payment processors, digital rights management (DRM) providers, fraud prevention systems and other technology partners located in jurisdictions outside India. Personal Data may be transferred to such service providers solely for the purposes described in this Privacy Policy and subject to applicable legal safeguards.

15. Data Breach

- 15.1. In the event of a data breach, Filmytell shall take reasonable steps to notify affected users and authorities as required under applicable law.

16. Legal Disclosure

- 16.1. We may disclose Personal Data where required by law, court order or governmental authority, or to protect our rights, users or the Platform.
- 16.2. In the event of any merger, acquisition, restructuring, reorganization, investment transaction, sale of assets or similar corporate transaction involving Filmytell, Personal Data may be transferred to the relevant successor, acquirer or affiliated entity, subject to applicable law and appropriate safeguards.
- 16.3. We reserve the right to use, disclose and preserve relevant Personal Data where reasonably necessary to investigate, establish, exercise or defend legal claims relating to: (a) Copyright infringement; (b) Trademark infringement; (c) Unauthorized distribution of Content; (d) Circumvention of DRM technologies; (e) Platform misuse; (f) Fraudulent activities; or (g) Violations of applicable laws or contractual obligations.

17. Grievance Redressal

17.1. For any queries, concerns, complaints or requests relating to this Privacy Policy or the processing of Your Personal Data, You may contact the grievance officer designated by Filmytell:

(a) Grievance Officer: Nitin Udmale

(b) Email: support@Filmytell.com

17.2. We shall acknowledge and address all grievances in a time-bound manner in accordance with applicable law, including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the Digital Personal Data Protection Act, 2023, as may be amended from time to time.

18. Content Owners / Seller Privacy Notice

18.1. **Applicability:** This Section applies to producers, Content Owners, licensors, distributors, studios, rights holders, aggregators and other business users who register, upload, distribute, monetize or otherwise make Content available through the Platform (“**Content Owners**”).

18.2. Information Collected from Content Owners

In addition to the information described elsewhere in this Privacy Policy, We may collect and process the following information from Content Owners:

- (a) Name of the individual, entity or organization;
- (b) Contact details of authorized representatives;
- (c) Business registration details;
- (d) PAN, GSTIN and other tax-related information;
- (e) Bank account and payout details;
- (f) KYC and verification documents;
- (g) Licensing, ownership and chain-of-title documentation;
- (h) Copyright registration information;
- (i) Agreements executed with Filmytell;
- (j) Revenue-sharing and royalty information;
- (k) Content metadata, artwork, promotional materials and related assets;
- (l) Technical information relating to uploaded Content; and
- (m) Correspondence, support requests and dispute-related information.

18.3. Purpose of Processing

We may process such information for the following purposes:

- (a) Onboarding and verification of Content Owners;
- (b) Execution and performance of commercial agreements;
- (c) Content ingestion, hosting, distribution and monetization;
- (d) Revenue-sharing, royalty calculation and payout processing;
- (e) Tax compliance, invoicing and accounting;
- (f) Content management and platform administration;
- (g) Copyright verification and rights management;
- (h) Prevention of fraud, piracy and unauthorized content uploads;
- (i) Compliance with legal and regulatory obligations; and

(j) Enforcement of contractual rights and obligations.

18.4. Performance Analytics and Reporting

The Platform may generate reports, analytics and performance metrics relating to Content uploaded by Content Owners, including:

- (a) Number of views, rentals and purchases;
- (b) Revenue generated from Content;
- (c) User engagement metrics;
- (d) Geographic performance trends;
- (e) Device and platform usage statistics;
- (f) Viewing duration and completion rates; and
- (g) Other audience and performance insights.

Such reports may be generated using aggregated, anonymized or de-identified user information and may be shared with the relevant Content Owners for business and reporting purposes.

18.5. Sharing of Information

Information relating to Content Owners may be shared with payment processors, banking partners, verification service providers, cloud infrastructure providers, legal advisors, auditors, regulatory authorities and other service providers as reasonably necessary for the operation of the Platform and fulfilment of contractual and legal obligations.

18.6. Retention

Information relating to Content Owners may be retained for the duration of the commercial relationship and thereafter for such period as may be necessary for accounting, tax, audit, legal, regulatory, intellectual property enforcement and dispute-resolution purposes.

18.7. Independent Obligations of Content Owners

Where a Content Owners receives or obtains access to any information relating to users of the Platform, such Content Owners shall independently comply with all applicable privacy, data protection and consumer protection laws. The Content Owners shall be independently responsible for ensuring compliance with applicable privacy, data protection and consumer protection laws in relation to any processing undertaken by it.

19. Updates

- 19.1. We may update this Privacy Policy from time to time. Continued use of the Platform constitutes acceptance of the updated Policy.