TRACKMY ACADEMY

TrackMy Academy Data Processing Agreement

Version 1.0 · Effective 16 November 2026

About this agreement

This Data Processing Agreement ("DPA") is between TrackMy Tech Private Limited (CIN U62011TN2026PTC194013), which owns and runs TrackMy Academy ("we", "us", the "Processor"), and the academy, club, school or organisation that holds a TrackMy Academy account (the "Customer", "you").

It forms part of the TrackMy Academy Terms and Conditions at trackmyacademy.com/terms-and-conditions and Terms of Service at trackmyacademy.com/terms-of-service (together, the "Terms"), which say so in their Data Processing section. If this DPA and the Terms conflict on how personal data is handled, this DPA wins.

How it takes effect. This DPA applies to every Customer from the day it uses TrackMy Academy. If you need a signed copy for your records, email privacy@trackmytech.in with your academy's legal name and address, and we will send one countersigned by a director.

1. Definitions

1.1 **Personal Data** means any data about an identified or identifiable individual that the Customer, its staff, coaches, players or parents enter into TrackMy Academy, or that TrackMy Academy creates from it.

1.2 **Data Fiduciary** and **Data Processor** have the meanings in India's Digital Personal Data Protection Act, 2023 (the "DPDP Act"). Where the EU or UK General Data Protection Regulation (the "GDPR") applies to the Customer, **Controller** and **Processor** have their GDPR meanings.

1.3 **Data Principals** are the individuals the Personal Data is about, such as players, parents or guardians, coaches and academy staff.

1.4 **Sub-processor** means a company we engage that processes Personal Data for us in order to run TrackMy Academy.

1.5 **Personal Data Breach** means any unauthorised processing of Personal Data, or accidental disclosure, acquisition, sharing, use, alteration, destruction or loss of access to it, that compromises its confidentiality, integrity or availability.

2. Roles

2.1 The Customer is the **Data Fiduciary** (and, where the GDPR applies, the Controller). It decides why and how the Personal Data of its players, parents, coaches and staff is processed.

2.2 We are the Customer's **Data Processor** (and, where the GDPR applies, its Processor). We process Personal Data only to provide TrackMy Academy to the Customer.

2.3 This DPA does not cover data we hold as a Data Fiduciary in our own right, such as the account owner's billing details, our own website enquiries and job applications. Those are covered by the TrackMy Academy Privacy Policy and the TrackMy Tech Privacy Policy.

3. What we process

Item	Details
Purpose	Providing TrackMy Academy: player and batch management, attendance, performance tracking, fees and payments, announcements, reports, notifications and support.
Data Principals	Players (who may be under 18), parents and guardians, coaches, and academy owners and staff.
Types of Personal Data	Names, contact details (email, phone), date of birth, gender, photos and logos the Customer uploads, batch and attendance records, performance ratings and notes, fee and payment records, messages and announcements, sign-in details and device identifiers used for push notifications.
Sensitive data	TrackMy Academy is not designed for health, financial account or government ID data. The Customer should not enter such data, except what a payment needs, which Razorpay handles.
Duration	For as long as the Customer has an account, and then until deletion under section 9.

4. The Customer's responsibilities

4.1 The Customer must have a lawful basis, under the DPDP Act and any other law that applies to it, for every piece of Personal Data it puts into TrackMy Academy, and must give Data Principals any notice the law requires.

4.2 **Children.** Where a player is under 18, the Customer is responsible for obtaining verifiable consent from the player's parent or lawful guardian before entering the player's Personal Data, as section 9 of the DPDP Act requires.

4.3 The Customer is responsible for who it invites into its account, the roles it gives them, and keeping its own sign-in details safe.

5. Our obligations

5.1 **Instructions.** We process Personal Data only on the Customer's documented instructions. The Terms, this DPA, and the Customer's use and settings of TrackMy Academy are those instructions. If we believe an instruction breaks the law, we will tell the Customer.

5.2 **No other use.** We do not sell Personal Data, use it to advertise to Data Principals, or use it for any purpose of our own beyond running, securing and supporting TrackMy Academy.

5.3 **Confidentiality.** Only our staff who need access to provide or support TrackMy Academy can access Personal Data, and every one of them is bound by a written confidentiality obligation.

5.4 **Security.** We apply the technical and organisational measures in the Annex. We may improve them over time, but will not reduce the overall level of protection.

5.5 **Help with rights requests.** If a Data Principal asks us directly to access, correct or erase their Personal Data, we will pass the request to the Customer without undue delay and will not answer it ourselves unless the Customer asks us to. We will give the Customer reasonable help to answer such requests, including through the tools in TrackMy Academy.

5.6 **Help with compliance.** We will give the Customer the information it reasonably needs to meet its own obligations under data protection law, such as for an impact assessment or a regulator's request.

6. Sub-processors

6.1 The Customer authorises us to use the Sub-processors listed on our Trust page at trackmytech.in/trust. That list shows each Sub-processor's purpose and location.

6.2 We bind every Sub-processor in writing, through its standard terms or otherwise, to data protection obligations no less protective than this DPA, and we remain responsible to the Customer for its performance.

6.3 **Changes.** Before we add or replace a Sub-processor, we update the list on the Trust page and email the Customer's account owner at least 14 days in advance. If the Customer objects on reasonable data protection grounds, we will discuss it in good faith. If we cannot resolve the objection, the Customer may end its subscription and receive a pro-rata refund of fees prepaid for the remaining period.

7. Where data is processed

7.1 TrackMy Academy's databases are hosted in Mumbai, India. Our application server is hosted in Sydney, Australia, and some Sub-processors, such as our error-monitoring provider, process data in the United States. The Trust page lists each location.

7.2 Transfers outside India are made in line with the DPDP Act, including any restrictions the Government of India notifies under section 16 of the Act.

7.3 If the GDPR applies to the Customer and a transfer needs a further safeguard, such as Standard Contractual Clauses, email privacy@trackmytech.in and we will agree the required safeguard with the Customer in writing.

8. Personal Data Breaches

8.1 If we become aware of a Personal Data Breach affecting the Customer's Personal Data, we will notify the Customer's account owner without undue delay, and in any case within 72 hours of becoming aware of it.

8.2 The notice will describe, as far as we know at the time, what happened, the data and Data Principals affected, the likely consequences, and what we have done and will do about it. We will send further details as we learn them.

8.3 We will take reasonable steps to contain the breach and limit its effects, and will give the Customer reasonable help with any notices it must give to the Data Protection Board of India, another regulator, or Data Principals.

9. Deletion and return

9.1 While its account is active, the Customer can delete individual records in TrackMy Academy, and any user can ask for their account to be deleted at trackmyacademy.com/delete-account.

9.2 When the Customer's subscription ends, the Customer may, within 30 days, email privacy@trackmytech.in to ask for a copy of its Personal Data in a common machine-readable format.

9.3 We delete the Customer's Personal Data within 30 days after the end of the subscription, or sooner if the Customer asks in writing, and confirm the deletion in writing on request.

9.4 We may keep Personal Data after that only where the law requires it, such as invoice and payment records we must keep under Indian tax and company law, and only for as long as that law requires. This DPA keeps applying to any data we keep.

10. Audits

10.1 On written request, we will answer the Customer's reasonable written questions about how we protect Personal Data, once a year, or at any time after a Personal Data Breach or a regulator's request.

10.2 If those answers are not enough to show compliance with this DPA, the Customer, or an independent auditor bound by confidentiality, may audit our relevant records, once a year, with at least 30 days' notice, during business hours and at the Customer's own cost. An audit does not extend to our Sub-processors' own facilities.

11. Liability, term and law

11.1 Each party's liability under this DPA is subject to the limits and exclusions in the Terms.

11.2 This DPA lasts as long as we process the Customer's Personal Data.

11.3 We may update this DPA to reflect changes in law or in how TrackMy Academy works. We will post the new version on this page and email the Customer's account owner at least 30 days before a change that reduces the Customer's protection takes effect.

11.4 This DPA is governed by the laws of India, and the courts at Chennai, Tamil Nadu have jurisdiction, as in the Terms.

12. Contact

For anything about this DPA, data protection or a signed copy, write to privacy@trackmytech.in. Our Grievance Officer is Rahul D K, Executive Director, at rahuldk@trackmytech.in. To report a security vulnerability, write to security@trackmytech.in.

TrackMy Tech Private Limited, P.No.16, 7th Street, Agatheeswarar Nagar, Polichalur, Tambaram, Kanchipuram, Tamil Nadu 600074, India.

Annex: Security measures

Encryption. All traffic to TrackMy Academy uses HTTPS (TLS), and browsers are told to use HTTPS only (HSTS). Our databases, MongoDB Atlas and Supabase, encrypt stored data at rest.

Sign-in. Passwords are handled by our authentication provider, Supabase, and are never stored by us in readable form. Users can also sign in with Google.

Access control. TrackMy Academy is role-based: academy owners, coaches, players and parents each see only what their role and academy allow. Every request is checked on the server, not only in the app.

Payments. Card and UPI payments are handled by Razorpay. We never see or store full card numbers.

Web protections. A strict Content Security Policy limits what can run in the app, and other standard security headers protect against framing and content-type attacks.

Monitoring. Errors are reported to our error-monitoring service so that we can find and fix faults quickly, and we track the health of our servers.

People. Access to production systems is limited to the staff who need it, and everyone with access is bound by confidentiality.

Vulnerability reports. Anyone can report a security issue to security@trackmytech.in. We publish this at trackmytech.in/.well-known/security.txt.