

PRIVACY POLICY

SHAPOORJI PALLONJI FINANCE PRIVATE LIMITED

PRIVACY POLICY

THIS DOCUMENT (HEREINAFTER REFERRED TO AS THE 'PRIVACY POLICY') IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000, THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023, THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011, THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000 AND OTHER APPLICABLE LAWS, RULES, REGULATIONS AS MAY BE AMENDED, MODIFIED, CONSOLIDATED, SUBSTITUTED, AND RE-ENACTED FROM TIME TO TIME. THIS PRIVACY POLICY IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THIS PRIVACY POLICY IS PUBLISHED IN ACCORDANCE WITH APPLICABLE LAWS OF INDIA FOR BROWSING, ACCESSING AND USING THE PLATFORM (AS HEREINAFTER DEFINED).

THE PLATFORM IS DESIGNED, DEVELOPED, HOSTED, OWNED, OPERATED AND MANAGED BY SHAPOORJI PALLONJI FINANCE PRIVATE LIMITED (CORPORATE IDENTIFICATION NUMBER U65920MH1994PTC077480), A COMPANY INCORPORATED UNDER THE INDIAN COMPANIES ACT, 1956 (AND VALIDLY EXISTING UNDER THE INDIAN COMPANIES ACT, 2013) AND HAVING ITS REGISTERED AND CORPORATE OFFICE AT SP CENTRE, COURTYARD 10B, 41/44, MINOO DESAI MARG, COLABA, MUMBAI – 400005, MAHARASHTRA, INDIA (HEREINAFTER REFERRED TO AS "THE COMPANY", "SPFPL", "WE", "US" OR "OUR", WHICH EXPRESSIONS SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT HEREOF BE DEEMED TO INCLUDE ITS SUCCESSORS AND ASSIGNS).

FOR THE PURPOSE OF THIS POLICY WHEREVER THE CONTEXT SO REQUIRES THE TERM "YOU" OR "USER" SHALL MEAN AND INCLUDE ANY NATURAL OR LEGAL PERSON WHO ACCESSES, BROWSES OR USES THE PLATFORM FOR ANY PURPOSE WHATSOEVER, AND WHO SHALL BE DEEMED TO BE A DATA PRINCIPAL UNDER THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023.

YOUR ACCESS, BROWSING AND / OR USE OF THE PLATFORM OR PROVISION OF ANY PERSONAL DATA OR INFORMATION OR SENSITIVE PERSONAL DATA OR INFORMATION ON THE PLATFORM, CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO ABIDE BY THIS PRIVACY POLICY (AS MAY BE AMENDED FROM TIME TO TIME) AND ALL APPLICABLE LAWS. IF YOU USE THE PLATFORM, YOU SHALL BE SUBJECT TO THE POLICIES THAT ARE APPLICABLE TO THE PLATFORM FOR SUCH TRANSACTION. BY MERE USE OF THE PLATFORM, YOU SHALL BE CONTRACTING WITH THE COMPANY AND THESE TERMS AND CONDITIONS, INCLUDING THE POLICIES, AND WHICH WILL CONSTITUTE YOUR BINDING OBLIGATIONS WITH THE COMPANY. DO NOT USE THE PLATFORM OR PROVIDE PERSONAL DATA OR INFORMATION IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY AS SPECIFIED HEREIN.

THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND THE COMPANY AND GOVERNS YOUR RELATIONSHIP WITH THE COMPANY. BY ACCESSING, BROWSING OR USING THE PLATFORM, YOU ABSOLUTELY UNCONDITIONALLY AND IRREVOCABLY ACCEPT AND AGREE TO ABIDE BY THE TERMS OF THIS PRIVACY POLICY WHICH WILL BE EFFECTIVE UPON YOUR BROWSING, ACCESSING AND USING THE PLATFORM. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OR HAVE ANY OBJECTION TO GRANTING YOUR UNCONDITIONAL CONSENT AS STATED HEREINABOVE, KINDLY DO NOT BROWSE, ACCESS, DOWNLOAD, INSTALL OR USE THE PLATFORM.

1 Privacy Notice

- 1.1 This Privacy Policy explains the provisions regarding the collection, use, storage, access, Processing (as hereinafter defined), disclosure and transfer of Your Personal Data (as hereinafter defined) or Information (as hereinafter defined) by the Company and/or its subsidiary(ies) and/or affiliate(s) which operates the Platform.
- 1.2 This Privacy Policy is aimed and intended to provide the Users of the Platform with information in relation to the online practices pursued by the Company especially with respect to the Personal Data or Information provided by the Users on the Platform.
- 1.3 The Company respects and is committed to protect the privacy of every person to whom the Personal Data or Information relates and who share such Personal Data or Information with the Company, as required by Applicable Laws. We strive to take due care and protection of the Personal Data or Information we receive from You, as required by Applicable Laws, which Personal Data or Information is mainly used for the purposes of providing Services, recommending products to You, market research and related advertisements.

2 Definitions

In this Privacy Policy, the following terms shall, unless the context otherwise requires, have the following meanings:

- 2.1 **“Applicable Laws”** shall mean and include all applicable laws (including the Data Protection Laws (as hereinbelow defined), and such other similar laws / legislations which may be enacted from time to time), statutes, legislative enactments, ordinances, judgments, decrees, declarations, notifications, guidelines, circulars, directives, codes, injunctions, writs, rules, bye-laws, regulations, policies, directions, demands, assessments, conventions, orders, interpretations, licenses, permits, authorisations, standards and requirements of all government authorities, and all government approvals, whether in effect on the date of this Privacy Policy or thereafter.
- 2.2 **“Data Fiduciary”** means any person who alone or in conjunction with other persons determines the purpose and means of processing of Personal Data.
- 2.3 **“Data Principal”** means the individual to whom the Personal Data relates and where such individual is
 - (a) A child (who has not completed the age of 18 years), includes the parents or lawful guardian of such a child.
 - (b) A person with disability, includes her lawful guardian, acting on her behalf.
- 2.4 **“Data Protection Laws”** shall mean Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, Reserve Bank of India (Know Your Customer) (KYC) Direction, 2016, The Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016, Guidelines on Digital Lending issued by the Reserve Bank of India, 2022, Digital Personal Data Protection Act, 2023, IT Act, IT Rules and Consumer Protection (E-Commerce) Rules, 2020, and in each case as amended from time to time.
- 2.5 **“Grievance Redressal Mechanism”** refers to the grievance redressal mechanism put in place by the Company to address grievances of the Users in relation to the Services contemplated herein.
- 2.6 **“Grievance Redressal Officer”** means the person appointed by the Company for Grievance Redressal Mechanism.

- 2.7 **“Information”** shall mean information as defined under the IT Rules including data, message, text, images, sound, voice, codes, computer programmes, software and data bases or microfilm or computer-generated micro fiche.
- 2.8 **“IT Act”** shall mean the Information Technology Act, 2000, of India and the rules prescribed thereunder, as amended, substituted, modified or re-enacted from time to time.
- 2.9 **“IT Rules”** shall mean the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended, substituted, modified or re-enacted from time to time.
- 2.10 **“Non-Personally Identifiable Information”** is information which by itself, cannot be tracked to a specific individual. Non-Personal information includes but is not limited to the client’s IP address, cookies and third-party’s cookies.
- 2.11 **“Personal Data”** means any data about an individual who is identifiable by or in relation to such data.
- 2.12 **“Platform”** shall mean and include the mobile applications, various websites, including, sub-sites, platforms, applications, mobile web platforms and other platforms for delivery of information, offerings, services and content via any mobile or internet connected device or otherwise, intranet platforms, system(s), operated / provided by the Company and/or its subsidiary(ies) and/or affiliate(s).
- 2.13 **“Processing”** in relation to Personal Data means a wholly or partly automated operation or set of operations performed on digital Personal Data and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction, and the expression **“Processed”** shall be construed accordingly.
- 2.14 **“Sensitive Personal Data or Information”** means such personal information which consists of information relating to:
- (a) Password
 - (b) Financial information such as bank account, credit card, debit card, or other payment details
 - (c) Physical, physiological, mental health condition
 - (d) Sexual orientation
 - (e) Medical records and history
 - (f) Biometric information (including but not limited to fingerprints, eye retina and irises, voice patterns, facial patterns, hand measurement, DNA, etc.)
- provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Data or Information
- 2.15 **“Services”** shall mean delivery of information, offerings, services, products and content through the Platform.

Capitalized terms and expressions not defined in this Privacy Policy shall have the respective meanings assigned to such expressions in the DPDP Act or the IT Act or IT Rules, as the case may be.

3 The Platform

- 3.1 The Platform is purely intended as one to, (a) disseminate information about the Company and/or its subsidiary(ies) and/or affiliate(s), its employees, officers, its products; and (b) provide Services.
- 3.2 Please note that the browsing, access and use of the Platform is restricted only for persons above the age of 18 years and persons who are “competent to contract” within the meaning of the Indian Contract Act, 1872. Platform is not intended for minors (i.e. under the age of 18 years) and the Company does not target any minors. The Company does not knowingly collect Personal Data or Information from minors. If You are under the age of 18 years, please do not provide us with any Personal Data or Information.
- 3.3 If You are a minor (i.e. under the age of 18 years), You may browse, access or use the Platform only under the supervision and prior consent/ permission of a parent or a legal guardian.

4 Access, Collection, Processing, Use and disclosure of your Personal Data or Information

- 4.1 The Platform does not automatically capture any specific Personal Data or Information from You without Your consent.
- 4.2 The Platform does not require You to provide any Personal Data or Information to browse or access the Platform or otherwise collect, store, Process, use or disclose any Personal Data or Information through automated means. The Platform may collect, store, Process, use and/or display, as the case may be, certain Personal Data or Information for the specified purpose for which an individual has voluntarily provided their Personal Data or Information and consented to the use and Processing of such Personal Data or Information to help improve the usage and/or access of the Platform and Services which is specified in Paragraph 4.3 below or for any other cause or reason as may be stipulated under the DPDP Act or IT Act or any other Applicable Laws for the time being in force.
- 4.3 The Platform may require You to provide Your name and contact details should You wish to contact the Company or its officers or for registration, if any. Any Personal Data or Information You provide on the Platform is used for addressing any queries or grievances that You raise, providing Services, to improve our Platform and Services, offering various products and services, verifying Personal Data or Information You provide as per Applicable Laws, establishing and maintaining communication with you, assessing and underwriting risks, performing safety assessments, detecting and preventing fraud or illegal activities, analysing business results and compiling statistics, conducting market research, protecting the interests of the Company, reporting to authorities as per Applicable Law, and shall be shared only with the Company's employees or representatives to enable the usage and/or access of the Platform or providing Services and to ensure commercially reasonable security measures to be taken to protect Your Personal Data or Information. Such Personal Data or Information will not be disclosed to any third parties, other than (i) to any service providers, business partners of the Company, co-lenders who may contact You on behalf of the Company in connection with the Services, usage and/or access of the Platform and/or (ii) in the event that any information is required to be disclosed by the Company pursuant to any Applicable Laws.
- 4.4 The Company may collect/use/ process your Personal Data or Information in accordance with the Applicable Laws for the time being in force. The Company may use/ process Your Personal Data or Information for a specified purpose and for any of the uses as mentioned in this Privacy Policy which include:
- (a) Processing Personal Data or Information necessary for enforcing a legal right or claim;
 - (b) Processing Personal Data or Information by any court or tribunal or any other body in India which is entrusted by law with the performance of judicial, quasi-judicial, regulatory or supervisory functions; and/or

- (c) Processing Personal Data or Information in the interests of prevention, detection, investigation or prosecution of any offence or contravention of any law.
- 4.5 In order to provide the Services / for the specified purpose in connection with the Services chosen by You, or for any of the uses as mentioned in this Privacy Policy, Company may request your permission for the Platform to access certain features of your device / system including location, microphone and/or camera features, send notifications. You will have the option to revoke such permissions at any point.
- 4.6 Where You are an employee, retainer, officer of the Company, the Company will use Your Personal Data or Information in accordance with the terms of the contract entered between You and the Company and the policies of the Company as applicable to You. Without prejudice to the foregoing, Personal Data or Information including, all your data, salary structure, details, credentials, tax projections, benefits, and all other information provided to the Company by You / available with the Company in connection with the contract executed between You and the Company shall, in addition to the uses as mentioned in this Privacy Policy, be shared by the Company with regulatory, tax and other government authorities, its auditors, and service providers / agencies appointed by the Company to undertake various human resources related services including, background verification and salary processing, payroll management, exit formalities, reference checks.
- 4.7 To Conform to legal requirements or comply with the due process of law, You undertake that You are not impersonating the identity of another person while providing Personal Data or Information for any specified purpose. You shall furnish information which is verifiably authentic and confirm that You have not provided inaccurate / incorrect information or suppressed any material information while providing Personal Data or Information. You may place a written request addressed to the Grievance Officer of the Company (as stipulated in Clause 8.1 herein) for correction, completion, updation or erasure of Your Personal Data or Information, for the Processing of which You had previously given consent.
- 4.8 We gather certain Information about the User, such as Non-Personally Identifiable Information, Internet protocol (IP) addresses, domain name, browser type, operating system, the date and time of the visit, the pages visited. This Information would help us make our Platform more useful to Users / visitors to learn about the number of visitors to our Platform and the types of technology our Users/ visitors use.

5 Sensitive Personal Data or Information ("SPDI")

In case of SPDI, Company shall:

- (a) Obtain your prior consent;
- (b) Inform You of the purpose and usage before collection of SPDI;
- (c) Not collect such information unless it is connected with a specified purpose/ in connection to the Services chosen by You and considered necessary to provide such Service;
- (d) Not retain SPDI for longer than required for the purposes for which the information has been provided subject to Applicable Law;
- (e) Use SPDI for the purpose for which it is collected;
- (f) Provide You the option to review, withdraw, modify/ update the SPDI;
- (g) Provide You the option to not share SPDI, however in such circumstances the Company shall have the option to not provide Services for which SPDI was sought;
- (h) Comply with reasonable security practices and procedures for data protection. At present our security practices and procedures are following ISO 27001:2013 (the International Organization for Standardization) standard. You may refer to Clause 10 (Information Security and Confidentiality) for more details;
- (i) Take prior permission for disclosure of SPDI to third parties unless such disclosure has been previously agreed to in the contract between You and the Company, or where disclosure is necessary for compliance with legal obligations, or disclosure is required to be made to a third party by order under the Applicable Laws. Provided SPDI shall be shared,

without obtaining your prior consent, with Government agencies mandated under the law to obtain information for the purpose of verification of identity, or for prevention/ detection/ investigation including cyber incidents, prosecution and punishment of offences;

- (j) Not publish your SPDI;
- (k) If it is necessary for performance of Services chosen by You and with your prior consent, we may transfer your SPDI to any other body corporate or person in India.

6 Processing of Personal Data of Children and Persons with Disability

- 6.1 If we are required to process the Personal data or Information pertaining to Children and/or persons with a disability then we shall do so by taking explicit consent from their parent or the lawful guardian, as the case may be.
- 6.2 We ensure the collection, use and disclosure of Children's and disables person's Personal Data or Information is limited to what is necessary for the intended lawful purposes and is done in a secure manner.
- 6.3 If it comes to your knowledge that we have unintentionally and inadvertently collected or received and processed the Personal Data or Information of such individuals, please immediately notify us as per the details specified under Clause 9 (Grievance Redressal) of this policy and we will take all reasonable steps to address the issue.
- 6.4 We encourage the parents and legal guardians to supervise their children's online activities to ensure their privacy and safety.

7 Notice for Consent

The Company shall present a request for consent to You with an option to access such request in English or vernacular language, in compliance with Applicable Laws. Such request shall be accompanied or preceded by a notice given by the Company to You ("**Notice**") *inter alia* informing You about (i) the Personal Data or Information that may be Processed, (ii) the purpose for which it is proposed to be Processed, (iii) Your rights under Clause 9.6 (*Right to withdraw consent for the Processing of Personal Data*) and Clause 9.1 (*Right of Grievance Redressal*) of the DPDP Act and (iv) the manner in which You may make a complaint under the provisions of the DPDP Act.

8 Data Processing Contracts

- 8.1 The Company may engage, appoint, use or otherwise involve a Data Processor to Process Personal Data or Information on its behalf for any activity related to offering of Services to Users under a valid contract.
- 8.2 The Company shall ensure that its Data Processors take reasonable security safeguards to prevent any unauthorised Processing of Personal Data or Information or accidental disclosure, acquisition, sharing, use, alteration, destruction or loss of access to Personal Data or Information that compromises the confidentiality, integrity or availability of Personal Data or Information.

9 Grievance Redressal

- 9.1 User satisfaction is one of the key focus area and an integral part of the Company's internal policy. The Company's grievance redressal aims at ensuring timely and effective resolution of issues/ complaints. Any complaints, abuse or concerns pertaining to the collection, Processing and storage of Personal Data or Information or breach of the terms of this Privacy Policy shall be immediately informed to the Nodal grievance redressal officer, who has been appointed in accordance with the DPDP Act, the IT Act and IT Rules, as mentioned herein, in writing or via email, duly signed by you.

Name: Mr. Haresh Motwani
Designation: Nodal Grievance Redressal Officer
Email: nodalgrievanceofficerspfpl@shapoorji.com
Phone number – +91-22-69831003
Official Address – Shapoorji Pallonji Finance Private Limited, SP Centre, Courtyard 10B, 41/44 Minoo Desai Marg, Colaba, Mumbai – 400005, Maharashtra, India

For any issues, communications, complaints, queries, comments or feedback as provided by You in relation to the Processing of your Personal Data or Information, You may reach out to the Nodal Grievance Redressal Officer Or click on the following link _____

- 9.2 The role of the Nodal Grievance Redressal Officer is to:
- (a) Redress Your grievances expeditiously;
 - (b) act as a point of contact between You and the Company;
 - (c) respond to any communication from You for the purpose of exercising of your rights under the Applicable Laws.
- 9.3 The Grievance Redressal Officer shall endeavour to acknowledge Your complaints, within forty-eight (48) hours of the receipt of such complaint, and shall seek to address and/or resolve the same within a period of one month of the receipt of such complaint. You further understand and agree that the decision of the Nodal Grievance Redressal Officer shall be final and binding in this regard.
- 9.4 If any complaint lodged by You, is not resolved within 30 (thirty) days from the date thereof, you can lodge a complaint over the Complaint Management System (CMS) portal under the Reserve Bank – Integrated Ombudsman Scheme (RB-IOS).
- 9.5 Additionally, if any complaint is raised by the employee of the Company and the same has not been resolved within the stipulated 30 (thirty) days, the employee may approach the Data Protection Board (“**Board**”). However, in the event that the employee’s grievance is not resolved and she is still aggrieved by the order of the Board, an appeal may be preferred before the Telecom Disputes Settlement and Appellate Tribunal (“**Appellate Tribunal**”) within 60 (sixty) days from the receipt of such order or direction.
- 9.6 You have the right to request us to discontinue the Processing of Your Personal Data or Information by writing to the Grievance Redressal Officer at nodalgrievanceofficerspfpl@shapoorji.com. Please mention “Withdrawal of consent for Processing of Personal Data or Information” in the subject line of Your communication. We will verify such requests by You before acting on it. However, please note that in case of such request, we may be unable to let You continue with the access and/or use of the Platform. Furthermore, such withdrawal will not affect the legality of the Processing of Personal Data or Information for which the consent was provided before its withdrawal.

Redressal and client support shall be available during the business hours of the Company – Monday to Friday, 9.30 am to 6.00 pm on all working days.

Please note that the complaint / request must be from one who is personally and directly affected by the matter which forms the subject of the complaint.

10 Information Security and Confidentiality

- 10.1 The Company has placed commercially reasonable technical, organizational, administrative and physical controls to prevent misuse or unauthorized alteration or unauthorized or unlawful access to or accidental loss of or disclosure or destruction or damage to Your Personal Data or Information, as available on the Platform. We also ensure that our security practices are updated at regular intervals to maintain compliance with Applicable Laws. We take appropriate

security measures to protect against unauthorized access to or unauthorized Processing, alteration, disclosure or destruction of data. These include internal reviews of our Data Processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store Personal Data or Information. All Personal Data and Information gathered on the Platform is securely stored within the Company controlled database. The database is stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. We have also implemented and complied with ISO 27001:2013 (the International Organization for Standardization) which enables us to preserve the confidentiality, integrity and availability of Client information by applying a risk management process and gives confidence to You, the Users/customer/ other interested parties, that risks are adequately managed.

- 10.2 However, as effective as our security measures are, no security system is impenetrable. We cannot guarantee the security of our database nor its storage, nor can we guarantee that Personal Data or Information You supply will not be intercepted while being transmitted to us over the internet. And, of course, any information You include in a posting to the discussion areas is available to anyone with internet access. However, we cannot absolutely guarantee the protection of any information shared with us.
- 10.3 You, the User are required to cooperate with the Company in order to ensure the security of the information and it is recommended the User curate her password carefully such that no unauthorised access is made by a third-party. The User should not disclose its password to anyone or keep any written record of the password, such that any third-party may have access to such information.
- 10.4 We store and process Your Personal Data or Information on devices or computers or servers that may be protected by physical, as well as reasonable technological security measures and procedures, in accordance with the IT Act and the IT Rules and any other Applicable Laws.
- 10.5 We may use third-party advertising companies to serve advertisements when You visit or use or access our Platform. These companies may use Information (excluding Your name, address, email address or telephone number or any personally identifiable information) about Your visits to or use of the Platform or Services, in order to provide advertisements about products and services of interest to You. We endeavour to keep your Personal Data or Information safe and while we ensure that such Personal Data or Information is continued to be kept safe by third parties with whom such data may be shared, we cannot guarantee the same.
- 10.6 We do not knowingly sell or knowingly share any personally identifiable information (volunteered or otherwise as available on the Platform) to any third party, save and except disclosures as may be required pursuant to any Applicable Laws.
- 10.7 The security is designed at the coding level by masking data, User level by restricting the views based on roles and responsibility, infrastructure level and IP level by means of configured firewalls.
- 10.8 Any complaints, abuse or concerns with regard to content and /or comment or any breaches of these terms, shall be immediately notified to the designated Nodal Grievance Redressal Officer as mentioned above.

11 User Rights

You shall have the right to:

- (a) Access your Personal Data;
- (b) Correct inaccurate Information;
- (c) Request deletion of your Personal Data;
- (d) Request portability/ transmission of your Personal Data;

- (e) Give or deny consent for use of Personal Data, restrict disclosure to third-parties, data retention, revoke consent;
- (f) Obtain a summary of Personal Data provided by You to the Company.

12 External Sites and Hyperlinking Policy

- 12.1 The Platform may provide links to websites, applications and platforms owned and operated by third parties/our affiliates. These links have been placed for Users' convenience. These links are external and are governed by their own privacy policies and terms of use. You are advised to read and understand the terms of such external websites carefully prior to browsing, accessing or using the services offered on such external sites.
- 12.2 Since the Company has no control over such sites, links and resources, You unconditionally acknowledge and agree that the Company shall not be responsible for the content and reliability of the linked websites and that the Company does not necessarily endorse the views expressed in them. Mere presence of the link or its listing on the Platform should not be assumed as an endorsement by the Company, of the views expressed on such links or its listing.
- 12.3 We cannot guarantee that these links will work all the time and we have no control over the availability of linked pages.
- 12.4 You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly for any damage or loss, caused or alleged to be caused by or in connection with the use of or reliance on any such content, information, goods or services, available on or through any such link or site or resource.
- 12.5 We do not object to You linking directly to the information that is hosted on the Platform and no prior permission is required for the same. However, we would like You to inform us about such links.

13 Disclaimers

- 13.1 Without prejudice to anything stated herein and in addition to the disclaimers provided elsewhere in this Privacy Policy, the Users acknowledge and confirm that the Services offered are merely recommendatory and are suggestive, based upon the information shared by such Users on the Platform including whilst browsing or conducting their search. Without prejudice to anything stated herein, the Users accessing information on the Platform are required to conduct their own independent due diligence prior to relying on any information displayed on the Platform and/or proceeding with any decision or transaction in connection with the same and/or in pursuance thereof, and the Company / its affiliates will not be liable / responsible for any cause or reason whatsoever.
- 13.2 While the Company has made every effort to maintain the accuracy of the information on the Platform, all content, information (including the price of products), software, products, services and related graphics are provided on an "AS IS" and "AS AVAILABLE" basis without the Company making representations or warranties of any kind, express or implied, as to the operation of the Platform including the accuracy or completeness of the information, content, materials, or products included/posted/displayed on the Platform.
- 13.3 The Company shall not be responsible for any errors, including typographical errors or errors in illustrations, pictures or descriptions on the Platform. Pictures/images of Services offered on the Platform are for illustration only and the actual Services may differ from the picture/image displayed on the Platform. All item descriptions, images, product logos, availability and pricing are subject to change at any time without notice. We may also make any other changes/updates to the Platform, the materials and the Services or prices described on the Platform at any time. The Services offered on this Platform may not always be available.

- 13.4 To the maximum extent permissible by Applicable Laws, the Company disclaims all warranties conditions or other terms or representations, whether express or implied by statute or common law and all of which are excluded, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, use, quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety or legality of the products listed or displayed on the Platform.
- 13.5 Any and all decisions taken by Users and/or transactions entered into by Users in connection with or in reliance on such information displayed on the Platform will be taken by them at their sole risk and the Company is not and will not be liable in any manner whatsoever.
- 13.6 Without prejudice to anything stated herein and in addition to the disclaimers provided in this Privacy Policy, the Users by browsing, accessing or using the Platform specifically acknowledge and understand that whilst the Company shall, to the maximum extent permitted by Applicable Laws make all reasonable endeavors to protect and secure the confidentiality of the information provided by the Users, the Company shall not be liable, including in the following circumstances (please note that this is not an exhaustive list and the specification of any instances herein below shall be in addition to other defences which may be applicable to the Company under Applicable Laws) (i) any unauthorised use, (i.e., use, reproduction, distribution, disposition, or any other activity, including, without limitation, de-compilation, reverse engineering, modification or disassembly etc. without the authorisation from the Company) or (ii) unauthorised access or attempt to access or penetrate, or attempt to penetrate by any third party's computer software or electronic communications system, (including without limitation, hacking, introduction of any virus, malware, spyware, trojans), or (iii) any intrusion resulting in the corruption or loss of data etc. of the Platform by a User or by any third party which may cause any loss or damage to the User or the third party where such unauthorized use or access could not be prevented despite reasonable safety precautions undertaken by the Company or (iv) any information that is required to be disclosed pursuant to any Applicable Laws or to a governmental regulatory authority.

14 Log Files

- 14.1 We automatically collect limited information about Your device's or computer's connection to the internet, Non-Personally Identifiable Information including, Your IP address, when You visit and/or use our Platform, Geo Location. Like most standard software application servers, we use log files. This includes IP (internet protocol) addresses, Your device's / computer's name, Your operating system, browser type and version, ISP (internet service provider), referring / exit pages, website type, date / time stamp and number of clicks to analyze trends, administer the Platform including the contents thereof, track User's movement in the aggregate to create and maintain better content and information on the Platform, and gather broad demographic information for aggregate use. We may also collect log information from Your device, including Your location, IP addresses, Your device's name, device's serial number or unique identification number (e.g. UDID or Your IOS device), Your device operating system, browser type and version, CPU speed, and connection speed etc. which are not linked to personally identifiable information. The same may be used to track the behaviour of the Users or identify the area of interest of the Users, which might further be useful for advertisement, promotions etc.

15 Cookies and other automated technologies

- 15.1 We use data collection devices such as cookies on the Platform to help analyse our web page flow, mobile application flow, measure promotional effectiveness and promote trust and safety. A cookie is a very small amount of data that is sent from our server to the Platform's local storage space and then to Your device's storage section or computer's hard drive.
- 15.2 The website that transfers a particular cookie to the device or computer system can read, modify or delete such cookie. Cookies are necessary to facilitate browsing and to make it more User-friendly and they do not cause damage to Your device or computer system or files. A User has

the option of accepting or declining the cookies of the Platform by changing the settings of the Platform. If You opt to enable this cookie, the Platform will remember You the next time You visit and won't have to bother You, by asking questions You have already answered (like address information). If Your browser/ device is not configured to "accept" cookies, You will still be able to access the information on our Platform. Some of the Platform's features and Services may not function properly if you set your browser/ device to reject cookies. If you view the Platform without changing your cookie settings, you are indicating your consent to accept all cookies (that are not related to third party advertisers and analytics providers) from the Platform.

15.3 We may use "pixel tags", "clear GIFs" or similar files or technologies ("Web Beacons") to track the online usage patterns of our Users in an anonymous manner, without personally identifying the User. We may also use clear GIFs in HTML based emails sent to our Users to track which emails are opened by recipients. We use this information to inter alia deliver our web pages to You upon request, to tailor our Platform to the interests of our Users, to compile aggregated statistics about the usage of the Platform and response rates, to measure traffic within our Platform to improve the quality, functionality and interactivity of our Platform and let advertisers know the geographic locations from where our Users come without personally identifying the Users.

15.4 We may refer other sources of demographic and other information in order to provide You with more relevant communications and promotions. We use Google Analytics, among others, to track the User behaviour on our Platform, to improve our Platform and also to help the Company understand Your use of the Company's Services available on the Platform. The reports are anonymous and cannot be associated with any individual's personally identifiable information that You may have shared with us.

16 Data Retention and Deletion

We will only keep Your Personal Data or Information for as long as necessary to fulfill the purposes we collected it for and in accordance with our internal policies, subject to complying with Applicable Laws. This means, for instance, that we will retain Your Personal Data or Information for as long as You use the Platform / Services and for such further period as may be required for ensuring compliance with Applicable Laws. Once You decide to terminate Your use of the Platform or when the Personal Data or Information is no longer needed for the specified purpose (or to comply with any Applicable Law), or when you explicitly revoke consent or deny consent we will erase or delete or anonymize such Personal Data or Information within a reasonable timeframe, unless we are required to retain it for other reasons including prescribed retention under Applicable Laws and/or in relation to legal disputes, etc.

17 Upload files

The Users have to ensure that the files, if any, being uploaded by them are free from all kinds of viruses and contain only the relevant information as required. If any User has uploaded / attached any irrelevant data, bogus or fabricated documents, then the Company shall without any prior notice block You from browsing, accessing or using the Platform.

18 Profanity Policy

18.1 The Company prohibits the use of language that is contrary to / prohibited by Applicable Laws including what is racist, hateful, sexual or obscene.

18.2 This policy extends to text within listings, on pages and all other areas of the Platform, that another User may view. Private communication, including email correspondence, is not regulated by the Company. The Company encourages its Users to be professional, courteous and respectful when communicating by email.

19 Indemnity

- 19.1 Without limiting the generality or effect of any of the other provisions of this Privacy Policy, as a condition of use, You, the User, unconditionally and absolutely agree to defend, indemnify in full and hold harmless the Company, its subsidiaries, its affiliates, their respective promoters, shareholders, employees, directors, officers, agents, and/or their successors and assigns (**"Indemnified Parties"**) from and against any and all claims, actions, demands, liabilities, damages, losses, costs and expenses, (including attorney's fees) (hereinafter referred to as **"Claims"**) of whatsoever nature and/or whether made, claimed, incurred, suffered and/or sustained by any of the Indemnified Parties or any third party, in connection with any Claims, arising out of or relating to (i) Your actions or inactions, including but not limited to (a) the non-fulfilment of any of Your obligations under this Privacy Policy or (b) arising out of Your violation of any Applicable Laws or (c) Claims relating to libel, defamation, violation of rights of privacy or publicity (ii) Your browsing, access and usage of the Platform (iii) any breach by You, Your employees, authorized representatives or by any person acting on behalf of the User (x) of any Applicable Laws and/or (y) of any representations, warranties, confirmations, undertakings, covenants, obligations or terms as set forth in this Privacy Policy and, (iv) any and all actions, suits, proceedings or claims relating to the foregoing sub-paras (i) to (iii).
- 19.2 You shall forthwith on demand make payment to the concerned Indemnified Party, within seven days of receipt of a written demand from the Indemnified Party, without any dispute or delay.
- 19.3 You shall not settle any such Claim without the written consent of the applicable Indemnified Party.
- 19.4 For the avoidance of doubt, the User confirms and warrants that the aforementioned rights and remedies of the Indemnified Parties as mentioned in this Clause 19 are without prejudice to the Indemnified Parties' other rights and remedies which the Indemnified Parties may have, including against the User, in law or equity or otherwise.
- 19.5 The User hereby agrees to expressly, absolutely and unconditionally (i) release and discharge the Indemnified Parties from any and all costs, damages, liabilities or other consequences as a result of any actions/inactions of any Indemnified Parties and (ii) waive any claims or demands (whether known or unknown) against the Indemnified Parties that the User may have, including under any statute, contract or otherwise.

20 Limitation of Liability

- 20.1 The Company, to the maximum extent permitted by Applicable Laws, expressly disclaims any claim or liability arising out of the collection, storage and use of any Personal Data or Information for the provision of such Services. You agree and acknowledge that You shall be solely responsible for the Personal Data or Information You provide and for the use of such Personal Data or Information for the Services You receive. We reserve the right to terminate your right to the use of such Services / Platform immediately without giving any prior notice thereof.
- 20.2 The Company shall not, to the maximum extent permitted by Applicable Laws, be liable for any inaccuracy, error or delay in, or omission of (a) any Personal Data or Information, or (b) the transmission or delivery of any such Personal Data or Information; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such Personal Data or Information.
- 20.3 You expressly understand, agree and confirm that in no event the Indemnified Parties shall be liable to You or any third party for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, expenses, costs, losses, claims or liabilities (whether such liability is under contract, tort or otherwise), which You may have incurred, suffered and/or sustained, arising from or related to this Privacy Policy and/or the arrangements contemplated herein, including but not limited to, Processing Personal Data or Information, damages for loss of profits, revenue, earnings, business opportunity, goodwill, use, data ,other intangible losses or

losses resulting from unauthorized access or alteration or transmissions of Personal Data or Information or arising from suspension or termination of the Services.

- 20.4 You absolutely and unconditionally agree that none of the Indemnified Parties will be liable to You for any loss or damages arising from Your use of, or reliance upon the Information contained in this Privacy Policy or the User information or any failure to comply with the terms of this Privacy Policy where such failure is due to circumstance beyond the Company's reasonable control, or for any other cause or reason whatsoever.

21 Changes in this Privacy Policy

The Company solely reserves the right to revise and/or modify and/or amend and/or substitute this Privacy Policy at any time, without any prior notification to You. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy on the Platform, and other places, as we deem appropriate, along with a change notice where we feel that it is necessary and/or possible to do so. All such revisions, modifications, amendments and substitutions shall be effective immediately upon posting of the same by the Company and You, the User, will be deemed to have absolutely, unconditionally and irrevocably accepted all such revisions, modifications, amendments and/or substitutions. By assenting to the terms of this Privacy Policy, You, the User agree to periodically review this Privacy Policy, acknowledge to have read and understood any and all revisions, modifications, amendments and / or substitutions to this Privacy Policy and You further confirm to be unconditionally bound by any and all such revisions, modifications, amendments and substitutions thereto by Your continued access or use of the Platform. We recommend that you re-visit this page / section regularly to stay abreast of any updates.

22 Governing Law and Jurisdiction

- 22.1 This Privacy Policy shall in all respects be construed in accordance with and governed by the laws of India, including all matters of construction, validity and performance.
- 22.2 Any and all disputes arising out of or in connection with this Privacy Policy will be subject to the jurisdiction of the Courts of Mumbai.
- 22.3 User confirms and undertakes that this Clause 22 is solely for the benefit of the Company and notwithstanding Clause 22.2 above, it does not prevent the Company from taking any legal action or proceedings arising out of this Privacy Policy ("Proceedings") against the User in any other Courts of competent jurisdiction or concurrently in more than one jurisdiction.
- 22.4 User also irrevocably confirms and irrevocably undertakes to waive (i) any objection which it may at any time have to the laying of the venue of any Proceeding in any Court referred to in this Clause 22 and any claims that any such Proceedings have been brought in an inconvenient forum and (ii) any and all immunities (including from suit, attachment, execution or other legal process), if any, to the fullest extent permitted by Applicable Laws.
- 22.5 The User expressly acknowledges and agrees that the Company shall not be obliged or responsible for complying with the laws of any jurisdictions (other than the Applicable Laws of India), irrespective of where You are based. You specifically waive any rights which are granted to You under any laws (other than the Applicable Laws of India) and further acknowledge the adequacy and sufficiency of the Applicable Laws of India to protect inter alia Your privacy rights. The Company makes no representation that the Platform is appropriate or available for use outside the Republic of India.

23 Severability

If any particular provision of this Privacy Policy is held to be unenforceable or invalid under any Applicable Laws, such unenforceability or invalidity shall not affect any other provision of this

Privacy Policy which shall remain in full force and effect. In addition, if any provision contained in this Privacy Policy shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with Applicable Laws.

24 Assignment

The Company shall be permitted to assign, transfer, and subcontract its rights and/or obligations under this Privacy Policy without any notification to or consent being required from any User or third party. However, You shall not be permitted to assign, transfer, or subcontract any of Your rights and/or obligations under this Privacy Policy.

25 Contact Us

In case You require any clarifications or in case of any issues arising pursuant to this Privacy Policy, You may contact us using the details provided in Clause 9 (Grievance Redressal) above.

26 Miscellaneous

- 26.1 If You do not wish to receive unsolicited information from us, then you may opt out of receiving such unsolicited information by clicking the “UNSUBSCRIBE” link at the bottom of emails you receive or on the unsubscribe page on the Platform.
- 26.2 Please take full responsibility for Your own security and do not under any circumstances disclose Your bank details, credit card details, Your personal username or password or other such information to any other person unless You are confident that the information will not be misused and all such disclosures by You will be entirely and solely at Your own risk and cost.
- 26.3 Please also ensure that You do not leave Your device or personal computer unattended while it is in operation unless it is safe to do so and be aware that public forums and chat rooms are often used by people as a means of exploiting others and obtaining Personal Data or Information about You.

27 Compliance with Applicable Laws

- 26.1 Notwithstanding anything stated hereinabove and for the avoidance of doubt, all obligations of the Company and the User (if any), as stated herein, are and will be subject to compliance with all Applicable Laws of India as may be amended, modified, consolidated, substituted and re-enacted from time to time.
- 26.2 The Company shall not be responsible for complying with the laws of any jurisdictions (other than the Applicable Laws of India) irrespective of where the User is based and any rights which are granted to the User under any foreign laws are hereby expressly and unconditionally waived by the User.
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