

Privacy Policy

i. Introduction

The terms used in the Privacy Policy (“Policy”) have the meaning as defined in the Terms of Use and is to read together with the Terms of Use. The present policy lays down how the Company collects, uses, discloses, shares and transfers Information of Users. This Policy would apply to anybody who visits Vyapar Platform or opens an Account with the Company on the Vyapar Platform, as the case may be.

Simply Vyapar Apps Private Limited (“the Company”) having its registered address FLAT NO 223 WINGS 2 DSR EDEN GREEN APARTMENTS, Bangalore, Karnataka - 560035 recognizes the need for appropriate protection and management of any information shared with the Company or on Vyapar Platform.

By using or accessing the Vyapar platform in any manner or opening an Account, it is acknowledged that the present Policy is accepted and it is further consented that the Company will collect, use, disclose, share and transfer Information and personal data including but not limited to sensitive Personal Information. This Policy is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder.

However, in case the User does not intend to share some of the Information as referred herein below for use by the Company as stated, the User is free to opt out or not use the Vyapar platform and/or the Products and Services by deleting the Account and in such a case, are not required to give consent as per the present Privacy Policy

In case in future it is felt that the Information or a part thereof as collected should not be used or should be deleted, consent granted in the present Policy can be withdrawn, by writing to the Company seeking to withdraw the consent so granted or deleting the Account, as the case may be. However, in case the consent for the Company to use the Information as provided in the present Policy is withdrawn, the Products and Services cannot be offered to the User by the Company.

The Company reserves the right to update, change or modify this Privacy Policy at any time. The continuous use of the Vyapar platform subsequent to any such modifications would be deemed to be an acceptance of the said modifications.

ii. How is the Information collected, used, disclosed, shared and stored.

- a. The Company collects, uses, discloses, shares and transfers Information, including but not limited to User Content, other content, communications, information etc. provided by Users when the Users access or use the Vyapar platform for Purpose and for the Products and Services. By use of the Vyapar platform and/or Products and Services, an express consent and permission is granted to the Company for having access to, using, processing, disclosing, sharing and transferring of Information in accordance with this Policy and the Terms of Use.
- b. For the purpose of these Terms, the term “Personal Information” shall mean any information provided by the User and shall include, without limitation User Content, any and all documents, details, information etc. shared with the Company by the User and the One Time Password (OTP) received by the User from the government authorities/good and service tax authority for

authenticating/verifying the goods and service tax registration process; in furtherance to the Terms of Use.

For the purpose of these Terms, the term “Non-Personal Information” shall mean information that does not specifically identify an individual but includes information from such as the type of internet browser used, mobile device used, computer or mobile device’s unique device ID, Internet Service Provider (ISP) and Internet Protocol (IP) address. The Company may also collect Non-Personal Information that is provided.

Personal and Non-Personal Information together is referred to as “Information”. The Company may collect Information from when registration or opening of an Account happens on the Vyapar platform, when the features or the Products and Services are used, when the User shared the User Content with the Company and when the User interacts with the customer care team including the details of the message or chats etc.

- c. The Company may use cookies to monitor usage including, without limitation, to provide useful features to simplify experiences when the User to the Vyapar platform, like remembering login ID and certain Personal Information and to deliver relevant content based on preferences, usage patterns and location.
- d. There could also arise a requirement of providing credit/debit card when the User is required to payment Government Fees and/or Facilitation Fees as per the Terms of Use. The Company or any third party providing services related to payment may use this information, such as account and authentication information and billing, delivery and contact details. The Company shall in no case

be liable for any loss or damage sustained by the User arising out of any disclosure (inadvertent or otherwise) of any information relating to bank account, credit or debit card details in the course of any online transactions or payments made relating to Government Fees and/or Facilitation Fees.

- e. The Company collects information about the User's use of the Vyapar platform and/or Products and Service, such as the features used, any activity carried out, the actions taken, the time, frequency and duration of the said activities.
- f. The Company is required to collect information from and about the computers, tablets, phones and other web-connected devices used and the Company then combines this information across different devices that are used.

Information that the Company obtains from these devices includes:

- Information including but not limited to the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins, name of mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on user network etc.
- Information including but not limited to access to beacons and mobile phone masts, access to GPS location, network, camera or photos, data from cookies stored on user devices, storage space or disk on the device etc.
- Location-related information – such as current location to provide, personalized and improved use of the Vyapar platform and/or Products and Services. Location-related information can

be based on things such as precise device location, IP addresses etc.

iii. Use of Information

The Company may use the Information for:

- a. Providing access to the Vyapar platform and/or use of the Products and Services.
- b. Manage Account with the Company.
- c. Authentication by using One Time Password received from the for the Purpose including but not limited to government authorities/good and service tax authority for authenticating/verifying the goods and service tax registration process.
- d. Send SMS for authenticating transactions via One Time Password (OTP) etc.
- e. Conduct general survey or analysis of Accounts or otherwise.
- f. Develop, test and improve the Vyapar platform and/or Products and Services, testing and troubleshooting new products and features, removing any glitches including technical problems, improving experience of navigating and carrying out transactions and improving the services and content, Products and Service on the Vyapar platform.
- g. Based on Information, share sponsored content and show ads, including relating to third parties, that the Company thinks will be relevant.

iv. Sharing of Personal Information

The Company may disclose or share Personal Information including but not limited to User Content in the following ways:

- a. Disclosure or sharing with government authorities including but not limited to the Goods and Service Tax Authority, MSME Authority, FSSAI Authority

Information including Personal Information may be shared with and disclosed to government authorities including but not limited to the Goods and Service Tax Authority, MSME Authority, FSSAI Authority.

, in order to enable providing the Products and Services and for the Purpose.

- b. Disclosure to Government authorities or as required by law

Information may be shared with Government and/or statutory authorities or under court orders, or other legal processes; to establish or exercise legal rights; to defend against legal claims; or as otherwise required by law. The Company warrants that such Information will be disclosed only in accordance with applicable directions, instructions, laws and regulations.

- c. Disclosure to third parties

The Company may provide, disclose and share Information including Personal Information that is collected to third-party service providers, database service providers, backup and disaster recovery service providers, email service providers and also make it accessible to technology partners, subsidiaries and affiliates, including outside India, to help ensure availability of Vyapar platform and providing the Products and Services.

- d. Disclosure to prospective Acquirers

The Company may disclose Information including Personal Information to an acquirer, assignee or other successor entity in connection with a sale,

merger, or reorganization of all or substantially all of the equity or business of the Company.

e. Disclosure to Facilitate Payment on Payment Gateways

In order to process payment transactions, the Company may direct to a payment gateway service provider of its own choice, which may have access to the Personal Information provided while making such payment.

v. Protection of Information

- a. The Company, on best effort basis shall attempt to take adequate measures to protect the security of Personal Information and to ensure that the choices for its intended use are honored. The Company also takes adequate precautions, on best effort basis, to protect data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

The Company uses industry standards of physical, technical and administrative security measures to keep Information, on best effort basis, secure although is unequivocally understood and agreed that the same cannot be foolproof since no security system is impassable and the Company does not guarantee that the Information may be absolutely free from invasion.

- b. Please note that e-mails, messaging and means of communication with the Company may not be encrypted, and therefore the Company advises not to communicate any confidential information through these means.
- c. The Company is not responsible for any breach of security or for any actions or inactions of any Users or other third parties including but not limited to government authorities that receive Information.

- d. The User is solely responsible for maintaining the confidentiality of its username and password. To ensure safety of Personal Information, it is advised that the username and password should not be shared with anyone. The Company would not be liable or responsible for any breach of this covenant for any reason.

- e. The Company would retain Personal Information only as long as the entity or User to whom the said Personal Information belongs has an active Account or as permitted/required by applicable law. Generally, Personal Information, upon deletion of a related Account, is also deleted unless the same is required for to comply with any legal requirements, fraud prevention or assistance in any enquiry, for resolving disputes, to protect interests of the Company, to continue to develop and improve the Products and Services.

vi. Grievance Redressal Mechanism

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the contact details for raising grievances or obtaining any further information or enquiry, if any are provided below:

Address: 150/2 Enzyme Diamond, 2&3rd floor, 7th Cross 24th Main Sector 1 HSR Layout, Bangalore 560102.

Contact Number: 9513273931

E-mail: grievance@vyaparapp.in