

## SCOPE AND POLICY APPLICABILITY

This Privacy Policy is effective from [●], and is applicable to any person or entity that uses the Website or shares any information pertaining to identified or identifiable natural person (personal data) with Koskii. You are providing your consent by providing your details to the Company vide any electronic medium or through written consent form ("**Consent**") with respect to the purpose of usage of such Personal Data or Information. For instance, We collect your information when You share your data on the Website by filling up the forms on the Website. The data collected by us may include your basic information such as your name, contact number, email address or any other details You may share.

The User agrees, accepts, and is bound by this Privacy Policy when they use or access the Website. These policies are subject to change and will be updated from time to time at our sole discretion or on account of changes in the law and will be in effect from the time it is updated. Users are therefore requested to read our Privacy Policy along with the terms and conditions of use of the Website frequently.

## YOUR CONSENT

If You give your Consent, it is construed that You have done so freely and voluntarily and that You agree to this Policy. You always have the right to refuse or withdraw your Consent for the Personal Data or Information sought to be collected or withdraw your Consent given earlier to us. We will always respect such a refusal or withdrawal, but it might mean that We are unable to perform all the services, arrangements or contracts with You and will have the option to discontinue the same. We will inform You of these inabilities if they occur. However, We reserve the right to retain such Personal Data or Information as may be necessary for providing our pending services to You and in accordance with this Policy and/or if legally required, under the Information Technology Act, 2000 ("**IT Act**") and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("**IT SPDI Rules**") and other applicable laws.

You are aware of the -

- fact that the Personal Data or Information is being collected;
- contents and/or type of Personal Data or Information which is being collected;
- purpose for which the Personal Data or Information is being collected;
- intended recipients of the Personal Data or Information; and
- name and address of the agency that is collecting the Personal Data or Information and retaining the same.

We respect your privacy, therefore, the Company will observe the following guidelines when collecting, receiving, possessing, using, processing, recording, storing, transferring, dealing, handling, retaining and disclosing the Personal Data or Information -

- Personal Data or Information will be collected, received, possessed, used, processed, recorded, stored, transferred, dealt, handled, retained and disclosed in compliance with the local laws/regulations in India including IT Act and the IT SPDI Rules;

- Personal Data or Information will be relevant/necessary to/for the purposes for which it is collected and used;
- Personal Data or Information will be current and accurate with reasonable steps taken by the Company to rectify or delete inaccurate Personal Data or Information;
- Personal Data or Information will be kept only as long as necessary for the purposes for which it was collected and processed, and as legally required under the IT Act, IT SPDI Rules and other applicable laws; and
- Reasonable measures will be taken to prevent unauthorised access or use, unlawful processing, and unauthorised or accidental loss, destruction, or damage to such Personal Data or Information.

#### **TYPES OF INFORMATION COLLECTED**

The Personal Information which You may provide to us and/or which We may collect is or could be the following:

- your registration details which may include the password provided by You including but not limited to your name, email address, contact number. You may note that We adopt reasonable security measures to protect Your password from being exposed or disclosed to anyone including the Company;
- your shipping, billing, tax registration, and other information pertaining to Your sale or purchase transaction on the Website;
- your transaction details with the other users of the Website;
- your usage behaviour of the Website;
- details of the computer system or computer network which You use to visit the Website and undertake any activity on the Website;
- the URL you just came from (whether this URL is on our Website or not), which URL you go to next (whether this URL is on our Website or not), your computer browser information and your IP address;
- data collection devices such as 'cookies' on certain pages of the Website;
- Email, Chat and WhatsApp Communication between You and Koskii.

This Policy does not apply to any information that You may disclose publicly, and which 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 and such information shall not be regarded as Personal Data or Information for the purposes of this Policy. Further, your Personal Data or Information shall not be disclosed to any Third Person unless the said Third Person is required to have your Personal Data or Information to provide required services to You and/or with your permission and/or to help investigate, prevent or take action regarding unlawful and illegal activities, suspected fraud, potential threat to the safety or security of any person, violations of the terms and conditions of use of our website or to defend against legal claims and special circumstances such as compliance with the rules of any stock exchange, subpoenas, court orders, requests/order from legal authorities or law enforcement agencies requiring such disclosure.

Further, for any Personal Data or Information disclosed by You to any service provider or trader or any third party that You connect with through our Website, the Company shall

not be responsible and/or liable to treat the same as the Personal Data or Information to be protected by the Company.

## **PURPOSES FOR COLLECTION, STORAGE AND/OR USE OF PERSONAL DATA OR INFORMATION**

The primary purposes for collection, storage and/or use of Personal Data or Information is to:

- fulfil your orders placed on our Website, and in relation to the Company's business processes, operations and management for entering into or performing our obligations to You, evaluating and maintaining the quality of our services, providing support to the services You have obtained from us;
- help promote a safe transaction; measure consumer interest in our products and related services, and correspond with You, fulfil transaction requests and delivering the information and services requested by You or other services related inquiries, inform You about online and offline offers, products, related services, that You request from us or which We feel may interest You, and updates, customise your experience; enforce our terms and conditions; and as otherwise described to You at the time of collection;
- manage client contacts, profiles, administering information or services and improve the functionality of the Website to enhance user experience;
- conduct research for internal purposes, record keeping and other general administrative and services related processes;
- perform audits and quality assessment procedures;
- ensure the safety and protection of the rights or property of the Company or its business;
- analyse our web page flow, measure promotional effectiveness and promote trust and safety;
- use cookies to allow You to enter your password less frequently during a session. Cookies can also help us provide You information that is targeted to your interests;
- use the messages, chats and email communication to resolve disputes, provide customer support, troubleshoot problems as permitted by law and keep You informed of your order information and Website launches and offers;
- improve the content of our Website to offer You better services and to ensure that content from our Website is presented in the most effective manner for You;
- comply with applicable legal requirements in India including but not limited to governmental reporting, etc. and fulfilling statutory/legal obligations as a service provider under applicable laws, and adhering to judicial or administrative orders, compliance with laws;
- monitor or record certain calls, chats and other interactions relating to the online transactions which may involve You calling us or us calling You and online chats for staff training or quality assurance purposes or to retain evidence of a particular transaction or interaction
- occasionally ask You to complete optional online surveys. These surveys may ask You for contact information and demographic information (like pin code).

We use this data to tailor your experience on our Website, providing You with content that We think You might be interested in and displaying content according to your preferences and take your feedback to improve our services.

#### **DATA COLLECTION DEVICES**

In addition to Personal Data or Information, We may use data collection devices such as “cookies” or other technology to obtain certain types of information when your web browser accesses our Website. Cookies are small files containing a string of characters to identify your browser. Cookies allow our Website to remember important data or information that will make your visit to our Website more useful. Our Website may use cookies and other technology to store pertinent user information during a session to speed navigation and keep track of items and to collect anonymous traffic data that We may use to enhance our Website and for marketing and promotional purposes. You can reset your browser to refuse cookies or warn You when they are being sent. Please note that by turning cookies off, You may not have access to all features available on our Website. We may also use logging systems on our internal network to register the use of our computer systems. This is done for the purpose of ensuring the performance, integrity and security of these systems. We may also contract with Third Persons to track and analyse anonymous usage and volume statistical information from our visitors and members for research purposes. Such information is shared externally only on an anonymous, aggregated basis. Such Third Persons use persistent cookies to help us to improve the visitor experience, to manage our Website content, and to track visitor behaviour. All data or information collected by such Third Persons on our behalf is used solely by or on behalf of the Company.

We will make best efforts to do so but do not warrant that any of our Websites or any affiliate site(s) or network system linked to our Website is free of any operational errors nor do We warrant that our Website will be free of any virus, computer contaminant, worm, or other harmful components. Our Website may contain links to other sites which are not owned or operated by the Company. The Company is not responsible and makes no guarantee for the privacy practices or the content of such Websites. These links are provided only as a convenience to You. Neither is the Company, nor are any of its affiliates responsible for the availability of such Third Person’s Websites or their contents. The Company will not be liable for your Personal Data or Information transmitted over networks accessed by You on these sites or otherwise connected with your use of the services. You understand, acknowledge and agree that neither the Company nor any of its affiliates are responsible or liable, directly or indirectly, for any damage or loss of any sort caused in connection with your use of or reliance on any content of any such third party Website or the services available through any such third party Website. Further, We will not be responsible for any breach of security or for any action of such third parties that receive your Personal Data or Information that are beyond our reasonable control including, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.

You acknowledge that the services, content, Website and/or any software are provided on an “as is” and “as available” basis, without warranties of any kind, either express or

implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose. In any case, the Company has taken adequate safeguards, and in case of any breach the Company may take action to remedy such breach. In addition to taking all the reasonable precautions as required under law, the Company expressly disclaims any and all warranties, express or implied, including, without limitation that: (i) the services and/or software will be free of all viruses and hacking; (ii) the software will work on all mobile phones, will be compatible with all mobile phone networks and/or will be available in all geographical areas; and (iii) any service will be uninterrupted, timely, secure or error-free for any reasons whatsoever including but not limited to overload/breakdown of receiving network, servers or applications; system failures out of the Company's control or due to heavy traffic on network.

#### **OUR INFORMATION DISCLOSURE POLICY**

We may disclose personal information to third parties. We will disclose or transfer your Personal Data or Information in accordance with this Policy and all applicable legal requirements in India. This disclosure may be required for us to provide You access to our Website, to comply with our legal obligations, to enforce our Terms & Conditions, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to use of our Website. Your Personal Data or Information will be disclosed or transferred, as may be required from time to time.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to court orders or other legal process. We may disclose personal information to law enforcement offices, third-party-rights owners or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms & Conditions or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; protect the rights, property or personal safety of our users or the general public.

We may also share your information with agents, contractors or third-party service providers that handle or will handle your information, on our behalf, including but not limited to those who offer us administrative and other services.

Your Personal Data or Information will be disclosed or transferred, as may be required from time to time to any court of law and/or government agencies/entity as may be required under law and/or statutory authority or in response to a legal process, to a lawfully authorised Government agency for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences, and/or to any third party by an order under the applicable law or if We determine it is necessary or desirable to comply with any applicable law, regulation, legal process or enforceable governmental request or to protect or defend our rights or property including compliance with accounting and tax rules and regulations or to investigate, detect, prevent, or take action regarding illegal activities, suspected fraud, security or technical issues or situations involving potential threats to the physical safety of any person.

Neither the Company nor any Third Person will publish your Personal Data or Information.

## **HOW WE SECURE YOUR INFORMATION**

Koskii is committed to safeguarding your privacy. Security parameters adopted by us include:

- We monitor and review our information collection, storage and processing practices, to prevent unauthorised access to systems;
- Only our employees, agents and service providers can access the personal information as they process it for us. They are required to strictly abide by contractual confidentiality obligations. Their relationship with us may be terminated, in case they fail to abide by the obligations.

However, We cannot be held responsible for any breach of security or for any actions of any third parties or events that lie beyond our reasonable control. These events include but are not limited to acts of the government, computer hacking and breach of security and encryption.

We use third-party advertising companies to serve ads when You visit our Website. These companies may use information about your visits to this and other websites in order to provide advertisements about goods and related services of interest to You. Koskii takes no liability for any actions of third parties in relation to your personal information, which You may have shared with such third parties.

If You decide at any time that You no longer wish to receive email communications from us, please follow the unsubscribe instructions provided in any of the communications. Please note that once We receive your request, it may take an additional period of time for your opt-out to become effective.

## **REASONABLE SECURITY PRACTICES AND PROCEDURES AND AUDITS**

We seek to ensure compliance with the requirements of the IT Act to ensure the protection and preservation of your privacy, therefore We take reasonable security measures to protect your Personal Data or Information against unauthorised access, alteration, disclosure or destruction. We have a number of physical, electronic, and procedural safeguards/measures in place to actively protect the confidentiality, security, and integrity of your Personal Data or Information, including a comprehensively documented information security programme and a strict security policy that contains managerial, technical, operational and physical security control measures for protecting such data or information.

We limit access to your Personal Data or Information to Constituents who We believe reasonably need to come into contact with that information for the purpose of performing their duties and rendering services to You.

## **RETENTION OF YOUR PERSONAL DATA OR INFORMATION**

We are aware of the importance of timely destruction of Personal Data or Information. We ensure that your Personal Data or Information is not stored/retained for a longer period than necessary for the purpose for which it was collected, used or processed or as

provided in our contracts except when there is a legal obligation to do so under any law in India, including but not limited to, the IT Act and IT SPDI Rules. It is our practice to destroy your Personal Data or Information as soon as possible after it is no longer necessary for the purpose for which it was collected, used or processed save and except as stated hereinabove.

### **UPDATING OR REVIEWING YOUR PERSONAL DATA OR INFORMATION / QUESTIONS OR COMPLAINTS**

You may by a written request review the Personal Data or Information provided by You. We will ensure that any Personal Data or Information about You which is found to be inaccurate or deficient shall be corrected or amended as may be feasible.

You expressly state that Personal Data or Information provided by You to us is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts. We expressly disclaim any liability arising out of the said data or information provided by You to us. Further, You expressly agree that We are not responsible for the accuracy and authenticity of such data or information provided by You to us and You agree to indemnify the Company for all losses incurred due to our reliance upon any false, distorted, manipulated, defamatory, libellous, vulgar, obscene, fraudulent or misleading information provided by You to the Company.

In case of any discrepancies or grievances with regard to the processing of your Personal Data or Information, please contact the "**Grievance Officer**", Rahul Gupta, Customer Experience Manager at rahul@koskii.com. Further on receipt of any concerns or complaints the Grievance Officer will employ all commercially reasonable efforts to address the same within 1 (one) month of receipt of same.

### **AMENDMENT**

The Company reserves the right to update, change or modify this Policy, from time to time, without prior notification. The Policy shall come into effect from the date of such update, change or modification.

We will inform you regarding any such changes by updating this Policy and will post all changes to the Policy on relevant internal and external websites. You acknowledge that such posting shall amount to information to the user as prescribed by the IT Act and IT SPDI Rules.