

PRIVACY AGREEMENT

“Swap Fashions” is a LLP having its office in Mumbai (hereinafter referred to as “SF”). SF is an e-commerce platform to facilitate swapping and thrifting of clothes and accessories of its customers.

This privacy agreement between SF and you (hereinafter referred to as “User”) constitutes a binding agreement for implementing and maintaining reasonable security practices and procedure for securing sensitive personal data or information and *inter alia* provides and sets forth general terms and conditions regarding the use of swapfashions.com and for handling of or dealing with the Information (as defined hereinafter) of all clients, customers, service recipients, and users of swapfashions.com.

This privacy agreement is applicable to all Information collected, received, possessed, owned, controlled, stored, dealt with or handled by SF and is applicable to the User.

Scope of Personal Information and Sensitive Personal Data or Information

Personal Information

Personal information of any User would mean any information obtained by SF for the purposes of its business including providing its services, that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with SF, is capable of identifying such person/User.

Sensitive Personal Data or Information

Sensitive personal data or information means such personal information which consists of information relating to:

- password(s),
- phone number/address/ email id
- financial information such as bank account or credit card or debit, card or other payment instrument details,
- style or fashions preferences
- physical, physiological and mental health condition,
- sexual orientation,
- medical records and history,
- biometric information,
- any detail relating to the above clauses as provided to SF for providing service, and
- any of the information received under above clauses by SF for processing, stored or processed under lawful contract or otherwise.

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 will not be considered to be sensitive personal data or information.

The personal information or sensitive personal data or information shall include the personal information or sensitive personal data or information of the persons availing or proposing to avail or buying or proposing to exchange their products with the products listed on SF’s website.

Personal information and sensitive personal data or information (hereinafter as the context require referred to as “**Information**”).

Type of Information and the purpose:

SF may require certain Information for providing information to the User, provision of services, other user benefits, for technical, legal and/or accounting purposes and for other agreed purposes.

Following are the indicative agreed purposes and type of Information that would be required by SF:

Electronic newsletters (Dispatches)

SF may provide a free electronic newsletter to the User. To provide this service, if subscribed by the User, SF may gather the e-mail addresses of the User who register/ subscribe on the SF Website(s). The User may remove himself from this mailing list by following the link provided in every newsletter that points users to the subscription management page.

Message boards/forums

If this service is provided by SF, the User of the site’s Message Boards and Forums may register separately for these services by providing the specified Information in order to post messages.

“E-mail this to a friend” Service

SF may provide an option to the User for choosing to electronically forward a link, page, or documents to someone else by clicking “e-mail this to a friend”. If provided by SF, the User must provide their e-mail address, as well as that of the recipient. This Information is used only in the case of transmission errors and, of course, to let the recipient know who has sent the e-mail. The recipient’s e-mail address and name shall be used only for sending such e-mails.

Polling

SF may offer interactive polls to the User so he can easily share his opinions with other users and see what SF audience thinks about important issues. Opinions or other responses to polls are aggregated and are not identifiable to any particular User. SF may use a system to “tag” users after they have voted, so that they can vote only once on a particular question. This tag is not correlated with Information about individual users.

Surveys

SF may occasionally conduct user surveys to better target its content to its audience. SF sometimes shares the aggregated demographic information in these surveys with its sponsors, advertisers and partners. SF never shares any of this information about specific User with any other user.

This also allows SF advertisers to advertise more effectively, and allows the User to receive advertisements that are pertinent to their needs.

Participation in these surveys is entirely optional.

Usage tracking

SF sometimes tracks and catalogues the search terms that the Users enter in SF's search function, but this tracking is never associated with individual users. SF may use tracking information to determine which category of its website users like and don't like, based on traffic to those areas. This helps SF continue to build a better service for the User.

Automatic Logging of Session Data

SF may collect IP addresses from the User, which together with browser and session information may be used for various purposes, including to (i) diagnose and prevent service or technology problems reported by the User associated with the IP address controlled by a specific web company or ISP; (ii) estimate the total number of users visiting swapfashions.com from specific territories; (iii) monitor and prevent misuse and/or abuse of the services available on or through swapfashions.com

SF may also collect information of the operating system and type of browser software being used and the activities conducted by the User while on swapfashions.com.

SF may also record information about the usage of the website by a User, including the size and frequency of data transfer.

SF may use this information as it helps SF to evaluate what users are likely to visit on most, the way users are visiting its website, number of users visiting to various pages on the website, etc. It also helps SF rectify technical problems.

SMS/Whatsapp/ Message on the Chat Box

In the event that a User sends a SMS/Whatsapp/ Message on the Chat Box regarding any facility or service available on its website or otherwise, SF may collect any Information as it deems relevant in respect of such SMS/Whatsapp/ Message on the Chat Box, including the phone number from which such SMS/Whatsapp/ Message on the Chat Box was sent, the service provider which carries the phone number, the content of the SMS/Whatsapp/ Message on the Chat Box and the time/date of communication.

Cookies

SF may collect information through the website by using cookies and click-trails. All sensitive personal data or information, if any, collected by means of cookies or click-trails will be encrypted, aggregated and may be used to develop and track traffic patterns and the volume of use of the website. Sometimes cookies are used to assist the User in reaching the appropriate information and to tailor the User's visit to its individual preferences. For example, a cookie can be used to remember the User's login information if it chooses the "Remember Me" option while signing in. If the User does not want to receive a cookie from the website, the User may set its browser to refuse cookies or to notify it when it receives a cookie, which the User may then refuse upon such notice. To understand how to do this, the User may consult its browser's help section. However, refusing the cookies may prevent the User from accessing some parts or functionalities of the website.

A cookie may also be placed by SF's advertising server or third-party companies for the purposes of analyzing the effectiveness of advertising on swapfashions.com.

To enhance experience

SF uses certain Information to enhance the User's experience on its website, whether to provide interactive or personalized elements on the sites or to better prepare future content based on the interests of the users.

Registration etc.

SF also requires Information for the purposes of its business including providing its services. The User may have to provide SF with certain Information such as his/her name, credit card number and expiration date, credit card billing address, telephone number, e-mail address, date of birth, sex, education, vocation, and such other information as SF may require to process the subscription.

This information may be collected through an online form / page for several purposes *inter alia*:

- For personal identification,
- To allow SF to contact the User for SF's services including sharing or sending information on confidentiality basis to third party service providers, and/or
- To carry out and discharge the obligations under the applicable terms and conditions for availing the services.

While registering, the User will choose a password and is responsible for maintaining the confidentiality of the password and the account. The User is fully responsible for all activities that occur while using their password or account. It is the duty of the User to notify SF immediately in writing of any unauthorized use of their password or account or any other breach of security. SF will not be liable for any loss that may be incurred by the User as a result of unauthorized use of his password or account, either with or without his knowledge. The User shall not use anyone else's password at any time.

To communicate with the User

SF may modify the scope of its services from time to time. If any services are provided or proposed to be provided to the User either on User's request or otherwise, SF will use the information given by the User to facilitate or provide such service. Also, if the User asks any query from SF on the services being provided by SF or any other questions, SF may keep the Information such as User's e-mail address, name, nature of the question, etc. to respond to the User's question or to enable SF in making its services or the website better.

SF may send subscription confirmation, cancellation, payment confirmation, refund status, general modifications or any such other information relevant for the subscription, via SMS or by voice call on the contact number given by the User at the time of buying the subscription. SF may also contact the User by voice call, SMS or email in case the User could not or has not concluded the subscription/payment process, for any reason what so ever and also to help the User for the same. The User hereby unconditionally consents that such communications via SMS and/ or voice call by SF is (a) upon the request and authorization of the User, (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India ("TRAI") and (c) in compliance with

the relevant guidelines of TRAI or such other authority in India and abroad. The User will indemnify SF against all types of losses and damages incurred by SF due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on SF with respect to the intimations mentioned above or due to a wrong number or email address being provided by the User for any reason whatsoever.

To provide services through or using third parties:

SF may also collect, use, and sometimes disclose the User's Information to third parties on confidentiality basis for the following purposes:

- To administer business relationship between SF and the User in such a way so as to comply with legal requirements,
- To receive payments from the User,
- For maintaining its books and accounts,
- For such other purposes as SF may deem fit in respect of business relationship between SF and the User,
- To otherwise provide services pursuant to commercial understanding between SF and the User,
- For outsourcing, sub-contracting or obtaining input services, and/or
- For future marketing of its services or products.

Other

SF may share the Information with other persons, such as officers, senior executives or any other authorised person from SF or any affiliate company, auditors, lawyers, technical consultants and other professional advisors.

All third parties receiving Information shall be under an obligation to keep it confidential and comply with data privacy laws applicable from time to time.

SF shall not collect sensitive personal data or information unless it is considered necessary for the purpose for which it is collected.

Access requests

The User shall be entitled to correct or amend as feasible, any Information that is found to be inaccurate or deficient.

SF may withhold or may not be able to provide information that:

- contains references to another person,
- is subject to legal privilege or cannot be disclosed for other legal reasons including but not limited to safeguarding public security, security of India or any part thereof,
- contains confidential commercial/business information,
- is not maintained by SF,
- was created in the course of a formal dispute resolution process,
- could threaten the life or security of another individual, and / or
- was disclosed under a court order or was disclosed to a government institution as part of an investigation.

The following are some indicative guidelines to assist in protecting Information:

Internet and intranet e-mail

If body of the e-mail, or any of its attachments, contains highly sensitive information, the User should use additional measures such as password protection or alternative methods of distribution.

If confidentiality and privacy of the e-mail content is important, use an alternate communication vehicle.

Fax

While sending any fax containing Information, the User needs to:

- notify the recipient in advance that the document is being sent, if possible
- always verify the fax number to ensure that fax is not sent to the wrong number
- if possible, use a cover sheet that indicates the sender's and receiver's names, addresses and telephone numbers, and includes a confidentiality clause.

The recommended confidentiality clause to appear on the cover sheet is:

"The information in this facsimile is intended only for the person(s) named above and may contain information that is legally privileged, confidential, and/or exempt from disclosure under applicable laws. If the reader of this facsimile is not the intended addressee, or an employee or agent responsible for the delivery of this message, any review, copying, dissemination or other use of, is strictly prohibited, as is the taking or omitting of any action in reliance upon this information. If you have received this facsimile in error, or are not the intended recipient, please do not disclose the contents, and notify us immediately by telephone call to the above number, and destroy or return the message to the sender. Thank you for your cooperation".

- obtain a confirmation report after the fax has been sent, and retain it on file
- confirm receipt of the document with the recipient, if possible.

Voicemail messages

As with sending faxes and emails, exercise caution at all times when leaving voicemail messages.

When leaving Information via voicemail the User should:

1. Pre-advise the individual they will be calling to disclose Information; and
2. Verify the phone number to ensure they don't call the wrong number.

Retention

SF will retain the Information for such period as may be required for the purposes for which it is lawfully being used or is otherwise required under any other law for the time being enforced.

Request for information by an order under law or by a government agency

Notwithstanding anything contained elsewhere, any Information may be disclosed by SF to any third party by an order under applicable law, without any consent or other obligation, or as required to comply with applicable law.

Redressal of Grievances

SF shall address any discrepancies and grievances of the User with respect to processing of Information, in a time bound manner. SF shall endeavor to redress the grievances of the provider of information expeditiously after receipt of grievance in writing.

Security Practice and Procedure

SF shall endeavour to follow and/or ensure adherence of reasonable security practices and procedures to secure sensitive personal data or information made available to it by the User. SF may provide a copy of such reasonable security practices and procedures, followed by it or its host server, to secure sensitive personal data or information, if required by the User.

Option not to provide Information

The User has the option not to provide all or any of the required Information to SF. Further, the User shall also have the right to withdraw the Information already provided or withdraw the consent to use the Information, by due notice in writing. However, in case of such refusal or withdrawal, SF shall have the option to refuse to provide its services for which the Information was required or provided or otherwise terminate the services being provided or agreed to be provided.

General rules and regulations for provision of information by the User:

The User shall not host, display, upload, modify, publish, transmit, update or share any information that –

- a. belongs to another person and to which the User does not have any right to;
- b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially and ethnically objectionable or disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c. harm minors in any way;
- d. infringes any patent, trademark, copyright or other proprietary rights;
- e. violates any law for the time being in force;
- f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g. impersonate another person;
- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
- j. is wrong or incorrect or otherwise misleading.

Use of website

The User shall not use the website or the options and services for any illegal or unlawful activities. SF reserves the right to remove any objectionable content provided by the User in its website, once the same comes to the knowledge of SF or is pointed out by any other user.

SF's website and its content are copyright protected.

Exclusion of liability

SF is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked web pages. SF does not endorse any advertiser on its web pages in any manner. The User is requested to verify the accuracy of all information on his own before undertaking any reliance on such information. Notwithstanding its reasonable efforts in that behalf, SF cannot control the information provided by any third party or its users. SF is not responsible for checking or verifying the accuracy or legality of any material submitted on its website by any third party or its users and SF shall not be liable for any loss or damages that may cause due to the inaccuracy or illegality of the materials submitted on its website by such third parties and its users.

The User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of swapfashions.com is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that may result from the download of such material and/or data.

SF shall not be liable for any loss or damage that may cause to the User because of its inability to use the website or the avail the options and services for any technical reason or due to factors beyond control of SF. SF reserves the right to refuse the grant of or terminate the options and free services including electronic newsletter (dispatches), messages board/forums, "e-mail this to a friend" service, polling, surveys and facility for having logging account without any information, if it deems necessary, and SF shall not be responsible for any loss or damage that may cause due to such refusal of grant or termination of options and free services.

Notwithstanding anything contained hereinabove, SF will always make its best effort to ensure that the content on its websites or other information platforms are free of any virus or such other malwares.

Non compliance

In the event the User fails to comply with this privacy agreement applicable for provision of Information or for access, usage or availing of SF's services or resources including computer resources, SF shall have the right to immediately terminate the access, usage or availing of such services or resources and require the User to remedy the non-compliance.

Notification by User

In the event the User notices any breach of the confidentiality of the Information under this privacy agreement, the User shall take all steps to inform SF of the same.

Indemnity

The User shall indemnify SF and/or any of its officers and representatives from any cost, damage, liability or other consequence that may arise due to any act or omission of the User.

Modification of this privacy agreement

SF reserves the right to change the terms and conditions under which SF websites are offered.

Governing law and Jurisdiction

The privacy agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.

Consent for Information

The User acknowledges that he has read and understood the content of this privacy agreement.

The User undertakes that once it has ticked the "I ACCEPT" check box hereinbelow, the User shall be deemed to have given a consent for collection, storage, handling or dealing and usage of Information and have accepted this privacy agreement.