Privacy Policy:

We, Truevibez Private Limited (Company; We; us; our, WAIU), abide by this privacy policy to transparently serve their customers ans related sensitive information being used online for business services. This Privacy Policy (“Policy”) explains how we collect, use, disclose and protect Personal Information (as it is defined below) of those that engage with our Services, as defined below, (“Users”) and restaurants and/or other businesses utilizing WAIU (“Merchants”). It applies to all Personal Information collected by us, and any other websites or mobile applications that link to our business policy, as well as during any written, electronic, and oral communications (collectively, the “Services”). WAIU may collect Personal Information to help you place and receive orders and to improve our service.

If you are a WAIU User, your access to and use of our Services are subject to our Terms & Conditions , which define some of the terms used throughout this Policy. Please make sure that you have carefully read and understand the Terms and Conditions before you use our Services. By using our Services, you accept the Terms and Conditions, and accept our privacy practices described in this Policy. If you do not feel comfortable with any part of this Policy or our Terms and Conditions, you must not use or access our Services.

If you are a WAIU Merchant, your access to and use of our Services are subject to the Merchant Terms of Service or other master services agreement entered between you and WAIU.

Our Services may change from time to time. As a result, we reserve the right to update or modify this Policy at any time and from time to time without prior notice. If we make any material changes to the way we process your Personal Information, we will notify you before such changes are effective. If you object to any changes, you must cease using our Services. We recommend you review this Policy periodically. This Policy became effective on the date indicated at the top of this page. Your continued use of our Services after any changes or revisions to this Policy indicates your agreement to the terms of the revised Policy.

**1.   Collection of Personal Information**

When you use our Services, we may collect Personal Information about you. The types of Personal Information that we may collect about you are:

*1a. Information You Provide to Us Directly*

You may provide your Personal Information to us when you use our Services, including when you register with WAIU, search within or place orders through our Services, contact us with inquiries, engage with our chatbot on the Site or Services, respond to surveys, or otherwise access or use our Services. This information may include:

* Personal Identifiers and records information*–*We may collect information such as name, alias, email address, postal or delivery address, account name, phone number, signature, or other similar identifiers.
* Characteristics of protected classifications by law – We may collect your age, year or date of birth to enable us, for example, to determine if you are eligible to make purchases of alcohol.
* Commercial Information – When you place an order through our Services, we collect information related to that order. This may include information such as items purchased, special instructions, date and time of order, subtotal, photos that you provide to WAIU, or other purchasing or consuming histories or tendencies.
* Payment Information – Payment information collected such as bank name, payment method, or other financial information. We use several payment processors that collects your payment information and processes payments made on or through the Services. We obtain limited information about your payment card from our payment processor, such as the approval status, repayment status and transaction lifecycle information.
* KYC information: We may collect identity documents as PAN, Aadhaar, bank statement which are required by our lenders for transaction and settlement approval processes. Any KYC information will be permanently deleted from the system after it is no longer necessary

*1b. Information Received From You as Part of Your Communications*

When you use our Services (for example on our Site), complete electronic forms, communicate us, by online chat, email, phone or text, we may automatically collect and store certain information about you and the activity you engaged in, for example: your name and contact information; your order details; information that you voluntarily provide to us; the nature of your communication; the purpose of the interaction, and the action we took in response to your inquiry or request.

*1c. Information Collected Automatically*

We also may collect and store certain information about you and your device(s) automatically when you access or use our Site and Services. This information may include:

* Technical Information – We collect technical information associated with your activity on our Site and may include information related to your browser and operating system, IP address (the Internet address of your computer), unique device identifiers, personal and online identifiers, and other information such as your device type and version of the app that is in use.
* Site Usage Information – This may include the webpage that you were visiting before accessing our Site or mobile application, the pages or features of our Site or mobile application that you browsed to inform us which part of our Site, app and Services you visit and how much time you spend there.
* Site Preferences – We collect information about your preferences to make your use of the Site more productive through the use of cookies.

*1d. Location Information*

When you use the Services, we may collect and store general location information (such as IP address). We may also collect route information and delivery pick-up or drop-off information for future needs. If you permit the Services to access location services through the permission system used by your mobile operating system (“Platform”) or browser, we may also collect and store the precise location of your device when the WAIU app is running in the foreground or background of your device. This information may be used to help you select your delivery address, to provide more accurate deliveries of your orders, to provide recommendations to you, and to enhance your user experience and improve the services. You can choose whether to enable the location tracking feature through the settings on your device or Platform or when prompted by the WAIU mobile app. If you choose to disable the location feature, we will not receive precise location information from your device, which may compromise the accuracy of deliveries in some situations, for instance, if you are located in a large area, such as a park.

*1e. Information Related to the Referral Program or Gift Option*

WAIU will allow users in future to send referrals using the Services and invite friends and family to sign up for our Services. Sometimes we offer a promotional value for every friend or family member who signs up and places an order through your referral link. To help you do this, we may request you to grant us access to your mobile device address book. You can then direct us to send referral emails to contacts you select in your address book. By sending a referral, you consent to WAIU sending your public profile image to the contacts you select to receive a referral link. By choosing to invite a friend to a recipient, you represent that you have received the friend’s and/or recipient’s consent to provide his or her name, mailing address, email address or other information with us. WAIU will use that information to send the requested email inviting him or her to visit the site and will store that information to track the success of the referral program and may send marketing emails. You can also send an SMS with a referral link to your contacts. If you use this option, you understand that WAIU does not control the timing, content, or recipients of these SMS messages.

Users may not send, publish, or share any false, misleading, or deceptive communications in connection with participation in the Referral Program. Such actions may violate various applicable laws. WAIU users may not send any referral emails, SMS messages, or other communications to children under the age of 16.

If you are referred to WAIU through one of our referral programs, or if someone attempts to refer you, we may share your name, whether you have already signed up for WAIU, whether you are a new customer, and whether you have placed a qualifying order with WAIU with the person(s) who referred you.

*1f. Personal Information from Publicly Available Sources and Third Parties*

We may collect Personal Information about you from publicly available sources, social network providers, marketing partners, and third parties. This may include:

* Social Network Information – We may receive information about you from other services. For example, we receive certain information from Facebook when you use their service to login to WAIU.
* Demographic Information – This characteristic information could include information such as income, marital status, spending habits, and other information.

**2.   Use of Cookies and Other Tracking Technologies**

We use cookies, web beacons, pixels, session replay/screen capture, and similar technologies to collect information and personalize your experience with our Services. When we use session replay technology, we may collect on a real-time basis information on how you use and navigate the Services. This may include mouse movements and how you scroll through the Services, but we do not collect keystroke data. Additional information on other technologies we may use is set forth below.

*2a. Cookies*

Cookies are small web files that a site or its provider transfers to your device’s hard drive through your web browser that enables the site’s or provider’s system to recognise your browser and remember certain information.

*How We Use Cookies* – We use first-party and third-party cookies for the following purposes:

* to make our Services function properly;
* to improve our Services;
* to recognize you when you return to our Site and to remember information you have already provided, such as your past merchant visits
* to collect information about your activities over time and across third party websites or other online services in order to deliver content and advertising tailored to your interests; and
* to provide a secure browsing experience during your use of our Services.

*How to Manage Cookies* – You may disable the use of cookies by modifying your browser settings. If you choose to disable cookies you may not be able to fully experience the interactive features of our Services.

*2b. Online Analytics and Advertising Technologies*

We and our third-party vendors may use automated technologies (including cookie identifiers on our Site), along with other collected information, to tailor ads or deliver content when you are on our Services or on other devices, apps or websites.

*2c. Targeted Advertising*

We (or our service providers) may use the information we collect, for instance, IP addresses and unique mobile device identifiers, to locate or try to locate the same unique users across multiple browsers or devices (such as smartphones, tablets, or computers), or work with providers that do this, in order to better tailor content and features and provide you with a seamless experience across devices. If you wish to opt out of such cross device tracking for purposes of interest-based advertising, you may do so through your device settings. We may also use cross-device tracking to help identify our users and serve advertising. This type of advertising is often called “interest-based” or “personalized” advertising—and when it occurs on mobile apps, “cross-app” advertising.

You can learn more about interest-based advertising and how to opt-out of receiving tailored advertising by letting us know anytime. To opt out of Google Analytics for display advertising or customize Google display network ads, you can visit the [Google Ads Settings page](https://www.google.com/settings/ads).

Please note that even if you opt-out, you may still receive advertisements from us. However, in that case, the advertising will not be tailored to your interests. Also, we do not control any of the above opt-out links or whether any particular company chooses to participate in these opt-out programs.

*2d. Mobile Applications*

Depending on your permissions, we may receive your Personal Information from your Internet service and mobile device providers. Users of mobile devices who do not want to receive interest-based advertising may opt-out in several ways. Each operating system, (iOS for Apple phones & Android for Android devices) provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You should view your device or system “Settings” to determine how you can opt out of use of your device ID for “cross-app” personalized advertising.

**3.   Use of Your Personal Information**

We may use the information we collect about you for various purposes.

*3a. To Provide You with the Services*

We use your information to provide you the Services. For example, we use credit card information to complete a transaction or an address to fulfil your delivery (if you are a User), or your name and phone number to set up your business on the Services (if you are a Merchant). If the applicable information is to be provided or Service is to be performed by a third party, then we will disclose the applicable Personal Information to the third party providing the information for performing the applicable Services. Your information may be available or provided to third-party or service providers that are contractually obligated to protect your information as disclosed in this Policy. Payment information may be shared with your bank to validate your payment card.

*3b. To Maintain, Improve, and Personalise the Services*

We use your information for our everyday business operations such as auditing, administration of the Services, forum management, fulfilment, and analytics. Your information may also be used to improve the content and/or functionality of the Services. We may use your information to help us enhance offerings for WAIU and our Merchants, which may include improving marketing efforts for our large order delivering service, WAIU Drive. We also use your information to personalise your experience. For example, we may personalise the content and features you see when visiting our Services. In addition, we may personalise advertisements, marketing communications, and recommendations to make them more tailored to your interests.

*3c. To Communicate with You*

We use your information to communicate with you. For example, we may send you text messages or other notifications about the status of your payments. We may also contact you with promotional offerings or other communications that may be of interest to you. If we send you marketing emails or texts about services that may interest you, each email or text will contain instructions permitting you to “opt-out” of receiving future email or text marketing communications.

In the event you contact us, we use certain information to respond to your questions and assist you with any issues that may arise in your use of the Services. If you send direct messages, such as chat or text messages with us, we may use a third-party service provider to monitor and analyze these messages. We monitor these messages for fraud prevention, to ensure appropriate charging of fees, to enforce our Terms and Conditions, and for quality and training purposes. As part of this process, WAIU and its service provider will receive in real time and store data about your direct messages, such as chat or text messages, including the date and time of the text message, your phone number, and the message. If you do not agree with the monitoring of direct messages you send to us, you can avoid it entirely without affecting your service.

*3d. For Account and Network Security Purposes*

We care about keeping you secure and safe while using our Services. Keeping you safe requires us to process your Personal Information, such as your device information, activity information and other relevant information. We use such information to combat spam, malware, malicious activity or security risks; improve and enforce our security measures; and to monitor and verify your identity so that unauthorised users do not gain access to your information.

*3e. To Maintain Legal and Regulatory Compliance*

Our Services are subject to certain laws and regulations which may require us to process your Personal Information. For example, we process your Personal Information to pay our taxes, to fulfil our business obligations, ensure compliance with employment and recruitment laws or as necessary to manage risk as required under applicable law.

*3f. To Enforce Compliance with Our Agreements and Policies*

When you access or use our Services, you are bound to our Terms and Conditions (if you are a User), the Merchant Terms of Service or other master services agreement entered into between you and WAIU (if you are a Merchant), and this Policy. To ensure you comply with them, we process your Personal Information by actively monitoring, investigating, preventing and mitigating any alleged or actual prohibited, illicit or illegal activities on our Services. We also process your Personal Information to: investigate, prevent or mitigate violations of our internal terms, agreements or policies; enforce our agreements with third parties and business partners.

*3g. To Protect You, Others, and Our Business*

We use your information to protect you, others, and our business, including, without limitation, using information for fraud prevention, for enforcement of our Terms of Service, to comply with the law, and to protect against security risks.

*3h. For Our Business Purposes*

We may use your information for any other purpose disclosed to you at the time we collect the information, or otherwise with your consent.

**4.   Provision of Personal Information to Third Parties**

We may provide your Personal Information to third parties as described below.

*4a. Service Providers, Lenders or Third Parties*

We may provide your information to our service providers, lenders or third parties to help provide services to you for certain business purposes. This information is provided in order for them to provide us services such as funding approval, payment processing, advertising services, marketing partners, web analytics, data processing, IT services, customer support and other services. These service providers or third parties may have access to your Personal Information to perform services on our behalf.

*4b. Merchants or other users*

To help provide you with a high-quality delivery we also may provide your information, including your Personal Information and order details, to the merchants who provide. You the services. Similarly, we may provide information to Merchants to facilitate payments such as your first name and last initial and order information related to your orders with Merchants. We may also share information that you provide to WAIU with Merchants as part of a Merchant Home Branch Loyalty Program when you connect your WAIU account with the applicable Merchant program.

*4c. Group companies*

We may provide your information to our group companies (entities that control or are under the control of Truevibez/WAIU.) for business purposes. We will require these entities to comply with the terms of this Policy with regard to their use of your information.

Service provided by WAIU, and our group companies may share certain functionalities such as a uniform login experience where users of both applications will need to use a single username and password.

*4d. Social Media*

When you link a Social Network account to WAIU or log into our Services using your Social Network account, we may provide your information to the operator of the Social Network to facilitate or enhance delivery of that Social Network or other services to you. Please see “8.  Social Media Usage” below for more details.

*4e. When Required or Permitted by Law*

We recognize that information related to your orders could contain private information. However, we may be required to provide your information to third parties including law enforcement agencies when required to protect and defend our legal rights, protect the safety and security of users of our Services, prevent fraud, comply with the law, respond to legal process, or a request for cooperation by a government entity, and the like.

*4f. Corporate Transactions*

In the event of a business transfer, merger and other reorganization, dissolution, or similar event we may provide your information to one or more third parties as part of that transaction, including during the negotiation of a transaction.

*4f. With Your Consent*

We also may provide your information to third parties with your consent or at your direction.

**5.  Security**

WAIU has implemented administrative, organizational, technical, and physical security controls that are designed to safeguard Personal Information. However, no online activity is ever fully secure or error-free. While we strive to protect your information, we cannot guarantee that your Personal Information is absolutely secure. Please keep this in mind when disclosing any information to WAIU.

Please recognize that protecting your Personal Information is also your responsibility. We urge you to take every precaution to protect your information when you are on the Internet, or when you communicate with us and with others through the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account might have been compromised), or if you suspect someone else is using your account, please let us know immediately by contacting us as indicated in the Contact Us section below.

**How do we protect customer information?**

Our website is scanned on a regular basis for security deficiency and known vulnerabilities in order to make your visit to our site as safe as possible.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.

We implement a variety of security measures when a customer visits a restaurant, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

All our business partners host customer data in a secure and protected technical environment with established security measures as approved by law.

It is important for you to protect against unauthorised access to your password and to your computer. Be sure to sign off when you finish using a shared computer.

**6.  Data Retention**

We will retain your Personal Information for as long as your account is active or as needed to provide you services and to maintain a record of your transactions for financial reporting purposes. We will also retain and use your Personal Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

**7.  Third-Party Sites**

Some of the functionality may be provided by third parties and the Services may link to other third-party websites that are not controlled by WAIU. For example, we may use services like Braintree for payment processing. These third parties are not under our control and WAIU is not responsible for their privacy policies or practices. If you provide any Personal Information to any third party or through any such third-party website, we recommend that you familiarize yourself with the privacy policies and practices of that third party.

**8.  Social Media Usage**

You may choose to enable or log in to our Services via various online services, including social networking services like Facebook and Google. Our Services also may enable you to access social networking services such as Facebook, Twitter, or Instagram (collectively, “Social Network”) directly or indirectly through our Services.

When you link a Social Network account to WAIU or log into our Services using your Social Network account, we may collect relevant Personal Information necessary to enable our Services to access that Social Network and your information contained within that Social Network. We also may share your information with the operator of that Social Network to facilitate or enhance delivery of that Social Network or other services to you. A Social Network may provide us with access to certain information that you have provided to them, and we will use, store, and disclose such information in accordance with this Policy. Additionally, a Social Network may collect Personal Information and information about your use of our Site or Services automatically. The manner in which a Social Network collects, uses, stores, and discloses your information is governed by the policies of such third parties and WAIU shall have no liability or responsibility for the privacy practices or other actions of any Social Network that may be enabled within our Services.

You may also have the option of posting your activities on our Services and other content to a Social Network when you access content through our Services. For example, you may post to Facebook that you placed an order with WAIU. Keep in mind that your usage of Social Network features is governed by applicable Social Networks and not by WAIU and may be visible or accessible to the public.

**9.   Children’s Information**

Our Services are not intended for children under 15 years of age, and we do not knowingly collect Personal Information from children under the age of 15. If you are a parent or guardian of a child under the age of 15 and believe he or she has disclosed Personal Information to us, please contact us at [info@waiu.co.in](mailto:info@waiu.co.in). A parent or guardian of a child under age 15 may review and request deletion of the child’s Personal Information.

Minors are not permitted to utilise WAIU services without parental control & guidance and at all instances any minor’s WAIU account will be connected with their parent/guardian’s account.

**10.  Your Choices**

We provide users and their authorized agencies with the ability to access and delete Personal Information. In order to exercise these rights, you must login to your account to confirm your identity, which helps us ensure that Personal Information is only made accessible to appropriate parties. Users will not receive discriminatory treatment for exercising their rights and can return to the service after deleting their information.

*10a. Your Rights*

This section lists the privacy-related rights (“Rights”) we extend to WAIU users. Your rights are not absolute and are subject to certain exceptions. For instance, we cannot disclose specific pieces of Personal Information if the disclosure would create a substantial, articulable, and unreasonable risk to the security of the Personal Information, your account with us or the security of our systems.

* *Right to Know* – You have the right to request that we disclose the Personal Information we retain about you.
* *Right to Deletion* – You have the right to request that we delete any Personal Information we have collected from you or maintain about you. We may save Personal Information when permitted by applicable law including, without limitation, when the information is needed for a legal purpose. If you are a California consumer, we may retain your Personal Information as necessary to: (1) complete the transaction for which the personal information was collected, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between WAIU and you; (2) detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity; (3) debug to identify and repair errors that impair existing intended functionality; (4) exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law; (5) engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when WAIU’s deletion of the information is likely to render impossible or seriously impair the achievement of such research, if you have provided informed consent; (6) to enable solely internal uses that are reasonably aligned with the expectations of you based on your relationship with WAIU; (7) to comply with a legal obligation; or (8) to otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.
* *Right to Rectification* – If you are a registered WAIU user you may modify certain of your Personal Information by logging into our Site using your username and password and visiting the “Account” page. Registered WAIU users may also access the “Account” page to manage their subscriptions.
* *Right to Non-Discrimination* – WAIU will not discriminate against those who exercise their Rights. Specifically, if you exercise your Rights, we will not deny providing you with goods or Services, charge you different prices or rates for goods or Services or provide you a different level or quality of goods or Services.

*10b. Asserting Your Rights*

You may exercise your Rights by contacting us. To verify your identity, you must log-in to your account prior to accessing or deleting your information. If you have WAIU user account, then the information associated with both accounts will be deleted to the extent we can identify that the accounts are owned by the same user.

If you do not have a WAIU account, you may exercise your right to know or your right to deletion by emailing your request to us at [info@WAIU.co](mailto:privacy@doordash.com).in from the email address that you believe is associated with WAIU, with the subject line “Non-user Data Request” or calling us at 9850788899 For safety and to otherwise prevent fraud, we may ask that you provide us with certain personal information that’s reasonably necessary for us to confirm your identity.

You may also designate an authorized agent to make a request to know or a request to delete. In order to be able to act, authorized agents have to submit written proof that they are authorized to act on your behalf or have a power of attorney. We may deny requests from authorized agents who do not submit proof that they have been authorized by you to act on their behalf.

As described further in our Privacy Policy, in the preceding twelve months, we or our service providers may have collected the below categories of personal information for business or commercial purposes:

* Identifiers such as a name, address, unique personal identifier, email, phone number;
* User records such as signature;
* Commercial information such as records of products or services purchased, obtained, or considered;
* Internet or other electronic network activity information, including browsing history and search history;
* Geolocation data that is sufficient to identify a precise physical location;
* Sensory data, such as audio, electronic, visual, or other similar information;
* Professional or employment-related information;
* KYC data such as PAN, Aadhaar,;
* Education information; and
* Inferences about preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We collect the categories of personal information identified above from the following sources: (1) directly from you; (2) through your use of the Services; (3) affiliates; and (4) third parties such as information received from our referral program, social networking services, publicly available sources, and marketing partners.

As explained above , we collect the categories of personal information identified above for the following business and commercial purposes:

* To provide you with the Services;
* To maintain, improve, and personalize the Services;
* To communicate with you;
* For account and network security purposes;
* To maintain legal and regulatory compliance;
* To enforce compliance with our Terms and Conditions and this Policy;
* To protect you, others, and our business; and
* For our business purposes disclosed to you at the time we collect or receive the information, or otherwise with your consent.

We describe our information sharing practices in the Privacy Policy above. In the previous twelve months, we may have shared certain categories of personal information with third parties, as that term is defined by the law, for business purposes. We may have shared your personal information with a merchant if you expressly directed us to do so. The information shared may include the following categories of personal information: (1) identifiers, such as a name and email address; and (2) commercial information, such as your history of visits at that merchant. We may have also enabled third parties that provide paid analytics and advertising services to us to place tracking technologies on our website. These providers may have been able to access the following categories of personal information: (1) device information and identifiers, such as IP address and unique advertising identifiers and cookies; and (2) connection and usage information, such as browsing history or app usage. You can opt out of such tracking technologies by following the instructions in section 2 above.

*Do Not Track Disclosure*. WAIU does not have a mechanism in place for responding to browser “do not track” signals or other similar mechanisms used to limit collection of information for use in Online Behavioral Advertising.

**11.   International Users**

Regardless of where you use our Services, the information collected as part of that use will be transferred to and maintained on servers located in the United States. By using our Services, you consent to this collection, transfer, storage, and processing of information to and in the United States.

**12.  Contact Us**

If you have any questions or concerns relating to this Policy or our privacy practices, or would like to opt-out, please contact us at [info@waiu.co.in](mailto:info@waiu.co.in)

Miscellaneous:

INDEMNIFICATION

You agree to indemnify us, our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees and hold us harmless from and against any claims and demand, including reasonable attorneys fees, made by any third party arising out of or relating to: (i) Personal Information and contents that you submit or share through the Platform; (ii) your violation of this Privacy Policy, (iii) or your violation of rights of another Customer(s)

LIMITATIONS OF LIABILITY

You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, information, details or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) unauthorized access to or alteration of your Personal Information.

GOVERNING LAWS AND DUTIES

You expressly understand and agree that the Company, including its directors, officers, employees, representatives or the service provider, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from; (a) use or the inability to avail the Services (b) inability to use the Platform (c) failure or delay in providing the Services or access to the Platform (d) any performance or non-performance by the Company (e) any damages to or viruses that may infect your electronic devices or other property as the result of your access to the Platform or your downloading of any content from the Platform and (f) server failure or otherwise or in any way relating to the Services.

**FORCE MAJEURE:**

This Agreement shall be construed and governed by the laws of India and courts of law at Pune shall have exclusive jurisdiction over such disputes without regard to principles of conflict of laws.

**GOVERNING STATUTE**

This Privacy Policy is governed by and is compliant with the Information Technology( Reasonable Security Practices and Procedures and Sensitive Personal Data or Information)Rules 2011, which is designed to protect Personal Information of the End-User(s) of the Services; and other applicable rules and regulations related to privacy.

**DISCLOSURES**

We do not sell, rent, lease your Personal Information to anybody and will never do so. Keeping this in mind, we may disclose your Personal Information in the following cases:

* Administrators: We shall provide access to your Personal information to our authorized administrative(s) for internal business purposes, who shall be under confidentiality obligations towards the same.
* Affiliates: We may provide Personal Information we collect to our affiliates. For example, we may disclose Personal Information to our affiliates in order to respond to your requests for information or the Services, or to help limit your receipt of marketing materials you have requested not to receive.
* Business Partners: We may use certain trusted third party companies and individuals to help us provide, analyse, and improve the Services including but not limited to data storage, maintenance services, database management, credit bureaus, rating agencies, web analytics, payment processing, and improvement of the Platform’s features. These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. We may disclose your Personal Information to partners who perform business functions or hosting services on our behalf and who may be located outside India.
* Service Providers: We may share your Personal Information with the service providers, including LENDER, who are working with us in connection with the operation of the Services or the Platform, so long as such service providers are subject to confidentiality restrictions consistent with this Privacy Policy.
* Joint Marketing Arrangements: Where permitted by law, we may share your Personal Information with joint marketers with whom we have a marketing arrangement, we would require all such joint marketers to have written contracts with us that specify the appropriate use of your Personal Information, require them to safeguard your Personal Information, and prohibit them from making unauthorized or unlawful use of your Personal Information
* Persons Who Acquire Our Assets or Business: If we sell or transfer any of our business or assets, certain Personal Information may be a part of that sale or transfer. In the event of such a sale or transfer, we will notify you.
* Legal and Regulatory Authorities: We may be required to disclose your Personal Information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your Personal Information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, or discovery requests. We may also disclose your Personal Information(a) to law enforcement officers or others; (b) to Credit Information Companies; (c) to comply with a judicial proceeding, court order, or legal process served on us or the Platform; (d) to enforce or apply this Privacy Policy or the Terms of Service or our other policies or Agreements; (e) for an insolvency proceeding involving all or part of the business or asset to which the information pertains; (f) respond to claims that any Personal Information violates the rights of third-parties; (g) or protect the rights, property, or personal safety of the Company, or the general public. You agree and acknowledge that we may not inform you prior to or after disclosures made according to this section.

Notwithstanding anything mentioned hereinabove, the Company shall not be responsible for the actions or omissions of the service providers or parties with whom the Personal Information is shared, nor shall the Company be responsible and/or liable for any additional information you may choose to provide directly to any service provider or any third party.

**CHANGES TO THIS POLICY**

We may update this Privacy Policy without notice to you. You are encouraged to check this Privacy Policy on a regular basis to be aware of the changes made to it. Continued use of the Services and access to the Platform shall be deemed to be your acceptance of this Privacy Policy.

**What does my acceptance of the privacy statement mean?**

* By using WAIU services, you signify your acceptance of this Privacy Statement.
* We reserve the right, to modify this Privacy Statement at any time.
* We reserve the right to terminate your access or use of service without any prior notice or take any other legal action if anyone violates these terms.
* Right of admission to the website is reserved.

**Policy Trainings:**

All our employees and partners undergo Information and Data Security, Privacy Policy and Security compliance training as part of on-boarding process. This training is done on Annual and need basis to ensure program compliance.

**Refund & cancellation**

As WAIU payments happen post service completed at the merchant, WAIU payments are are non-refundable and non-cancellable. Once approved and utilised, the transactional process will follow the standard operating procedures as required by business policy and lender’s corporate model.

Refunds can be considered only in the following two scenarios:

1. Payment was accidentally made to the wrong merchants and is acknowledged by both the service providing and payment receiving merchants.
2. Critical platform issues, if any

In case of refunds, it will be processed within 15 working days through online mode, in alignment with the underlying merchants and consumer.

Above reasons apply to cancellation as well, as post service procurement there is no feasibility for the service to be cancelled.

Wallet points/cash collected as cash back or discount offers based on transactions carried out by the users cannot be refunded or converted. These are loyalty service points to be utilised in a closed loop fashion within the WAIU App itself.