PRIVACY POLICY

This privacy policy (hereinafter “Privacy Policy”) sets out how Kiranakart Technologies Private limited(hereinafter “Kiranakart”) uses and protects any information that you give Kiranakart when you use the technology Platform owned and operated by Kiranakart. All capitalized terms not defined here shall have the meanings assigned to them in the Terms and Conditions of Use.

Kiranakart is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using the Website/app, you can be assured that it will only be used in accordance with this Privacy Policy. We also endeavour to protect the interests of our Users and their privacy, and have taken stringent security measures in place to protect against loss, misuse and alteration of information submitted by our Users.

Kiranakart may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are aware with any changes. This policy is effective from the time that you register as a User with the Website/app and accept the Terms. By agreeing to such Terms, you also expressly agree to the terms of this Privacy Policy, including the terms on information collection, use and disclosure.

Why We have this policy?

This Privacy Policy is published pursuant to:

a.     Section 43A of the Information Technology Act, 2000;

b.     Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPDI Rules**”); and

c.      Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

**What is Sensitive Personal Data or Information?**

Under the SPDI Rules, sensitive personal data or information of a person means and includes such personal information about that person relating to the following (“**Personal Information**”):

a.   Passwords;

b.   Financial information such as bank accounts, credit and debit card details or other payment instrument details (“**Financial Information**”);

c.    Physical, physiological and mental health condition;

d.   Sexual orientation;

e.   Medical records and history;

f.    Biometric information; and

g.   Information received by body corporates under lawful contract or otherwise.

There is also certain information which will be collected from users such as addresses, email addresses, telephone numbers and other contact information which may be used to personally identify users (“**Personally Identifiable Information**”).

It is important to note that information that is freely available in the public domain, or accessible under the Right to Information Act, 2005, or any other law will not be considered Personal Information, or as Personally Identifiable Information.

What We Collect

Non-Public information

We may collect the following information from you:

* Personal Information that we collect from you at the time of registering as a Registered User on the Website/app may include the following: your name, gender, phone number, address, email address, preferences, income and other personal likes and choices.
* Financial Information which may include credit card details, debit card details, payment instruction details or other information for the purposes of completing a transaction or payment on the Website/app.
* Registered Account Information includes all information pertaining to your Registered Account, including your user ID, password, security questions and the like.
* Registered Account Transaction Information which includes all information pertaining to your Registered Account activity, Services ordered, payments made, orders refunded, cancelled, modified and the like and communications pertaining to the same.
* Communications with third parties or other Users on the Website/app, including on forums, discussion boards and blogs, e-mail conversation by any User or customer directly with Kiranakart.com such as product enquiry, order and transportation information, disputes or complaints etc.
* Log Information which includes technical log information such as your IP address, browser type, location, language, dates and times of visits and other web requests.
* Third Party Sign in Information sign in information shared on our website/app such as Facebook, Twitter, Pinterest.
* Demographic information such as postcode, preferences and interests.
* Other information relevant to customer surveys and/or offers.

We also reserve the right to ask you, at the time of registration or thereafter, for documentary proof of your identity or other data or postings provided by you with respect to the registration or otherwise. In the event that you fail to provide us with this information or documentary proof, we reserve the right to refuse registration or to terminate your User Agreement immediately, cease the provision of Services to you and / or restrict your use of or access to the Website/app.

We use such Non-Public Information to help us provide the Services, to improve the Website/app and the quality of Services provided to Users and further as provided below. We do not sell Non-Public Information to third parties and will use it only in accordance with this Privacy Policy.

In the event that the User participates in any public forums on the Website/app, including discussion boards, blogs and comments, then the User acknowledges that all such information disclosed at such times (including Personal Information disclosed, if any) shall be considered Public Information and may be accessed by third parties. We shall not be liable in any manner whatsoever for such disclosure or use by a third party of information so disclosed.

The User further grants to Kiranakart a non-exclusive, worldwide, royalty-free, irrevocable, sub-license able (through multiple tiers) right to exercise all copyright and publicity rights, to use, reproduce, display, perform, adapt, modify, publish, translate, sublicense, copy, distribute, have distributed, and promote the Public Information in whole or in part worldwide and/or to incorporate it in other works in any existing or future media, known or unknown, over such Public Information.

Kiranakart makes no representation as to providing or storing back-up copies of any information submitted to it. The User shall be solely responsible to ensure that the User maintains back-up copies of such information and in the event of the Website/app malfunctioning or failing for any reason whatsoever (including on account of maintenance), the User may be required to resubmit such information.

Warranty by a User of Information Provided by a User

No User shall provide any false, deceptive or misleading information on the Website/app or to Kiranakart under any circumstances whatsoever. The User shall also ensure that if there is any change in any information or details provided by a User at the time of creation of a Registered Account or otherwise, the User shall promptly update Kiranakart/Registered Account of such change, as the case may be, and continue to keep all information updated and correct at all times.

A User shall ensure that before posting any information on the Website/app or submitting the same to Kiranakart, the User has all necessary rights, ownership, authorization or permissions to submit or share such information on the Website/app or with Kiranakart (including from Kiranakart of Intellectual Property rights in such information, if any), or to otherwise act on behalf of any Person whom the User purports to act on behalf of.

Kiranakart may remove, in its sole discretion and without being obliged to give notice or reasons, any information submitted on the Website/app in the event that such information does not comply with laws, rules or regulations for the time being in force, or if the same violates Kiranakart’s policies or rights of third party Persons, which otherwise violates or does not comply with the Terms or which Kiranakart deems is otherwise inappropriate.

What We Do With the Information We Collect

We require the information to understand your needs and provide you with a better service, and in particular for the following reasons:

* To provide the Services agreed to under the Terms and Conditions of Use and improve the quality of Services we provide, including revealing such information to such third party only for these purposes.
* Your financial information will be used to process payments for Services or other dues to us, where applicable.
* To ensure that you are adhering to the User Agreement.
* Internal record keeping.
* To regulate and manage our relationship with you.
* We may use the information to analyze site usage.
* To comply with applicable laws or requirements.
* We may periodically send promotional emails about new Services, special offers or other information which we think you may find interesting using the email address which you have provided or for displaying advertisement banners relevant to your interests.
* From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
* We may use the information to customize the Website/app layout and experience according to your interests.
* We may use the data in an aggregated/compiled form to produce statistical/demographic analyses for marketing, strategy and other business purposes. However, these will be used in ways that will not be able to identify you. Such aggregated information and results/analyses shall be our property and you will not be entitled to any compensation for the use thereof.

You agree that you have no objection to the above.

You also acknowledge that other Users will have access to the Public Information posted by you in public areas, discussion boards, blogs and forums on the Website/app while availing of the Services. While all Users are bound by certain obligations under the Terms and Conditions of Use not to use such information except for their personal and internal purposes and not to misuse the information, you agree that you have no objection to such Users accessing, downloading or making copies of such information for their personal or internal purposes, and you release Kiranakart from any liability for any information submitted by you to the Website/app and accessed, downloaded or used by another User for any reason whatsoever or a violation of any obligations by another User. We use third-party advertising companies to serve ads when you visit our Website/app. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other website/apps in order to provide advertisements about goods and services of interest to you.

Kiranakart, as a policy, believes in full cooperation with law enforcement authorities and agencies. Accordingly, if the disclosure or monitoring of any information provided to us is mandated under the law in force in India for any purpose, for complying with a legal obligation, including verifying identities, prevention of cyber crimes and prosecution of offences, then we shall be bound to disclose as much information as is necessary or mandated in compliance with applicable laws in India. We may also use disclose or monitor such information to enforce our own rights, including to secure our systems.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, technical, electronic and managerial procedures to safeguard and secure the information we collect online.

Financial Information – Once a credit card, debit card or other payment transaction has been completed, all credit card, debit card, payment instructions and/or other financial information is moved off-line only to ensure that the credit card, debit card and/or financial information received is not accessible to anyone after completion of the on-line transaction and to ensure the maximum security.

However, we shall not be responsible for data theft or any other unauthorized access or use of such information.

How We Use Cookies

A cookie is a small file which asks permission to be placed on your computer’s hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our Website/app in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better Website/app, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the Website/app.

Controlling Your Non-Public Information

You may choose to restrict the collection or use of your Non-Public Information in the following ways:

* You will be given the option to agree to receive information and communications on marketing and promotional offers. If you do not wish to, please make the appropriate choice.
* If you have previously agreed to us using your Non-Public Information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at aadit@kiranakart.app
* You will be given the option to deactivate your account from our website/app stating reasons for the same.

You also have the option of not providing information to us or to, at a later date, withdraw your consent given to us regarding the information. However, this shall be subject to the following:

* Any withdrawal of consent shall be given to us in writing by letter, or by e-mail with an electronic signature, address.
* In the event that you do not give your consent or subsequently withdraw your consent, we shall have the option of curtailing, restricting or stopping the Services or access to the Website/app to you without prejudice to our other rights.
* Such withdrawal of consent shall take effect only from the date on which such communication in writing reaches us (“Effective Date”).
* Such withdrawal of consent shall not affect any actions already taken by us in accordance with this Privacy Policy until the Effective Date.

If you believe that any information we are holding on you is incorrect or incomplete or if you observe any other discrepancies or have any other grievances with respect to the information that you have provided or the processing thereof, please write to or email us as soon as possible to our Grievance Officer, whose details are given below:

Contact Details:

Mr. Aadit, KiranaKart Technology Private Limited, Customer Service,1st floor, Plot 224, Sher E Punjab CHS, Mahakali Caves Road, Andheri East, Mumbai, Mumbai City, Maharashtra, India- 400093  
Email: aadit@kiranakart.app  
Time: Mon - Sat (10:00 AM - 07:00 PM)

We will endeavour to promptly correct any information found to be incorrect.