

This [Privacy Policy](#) is applicable with effect from [1<sup>st</sup> June,2022].

The mobile/web application [DENSITY.EXCHANGE](#) and the associated website [https://](https://density.exchange/) [HYPERLINK "https://density.exchange/"](#) and any of our associated websites or mobile/web applications (collectively, the "[DENSITY.EXCHANGE](#)") are owned, operated and managed by **PAGARPAY INDIA PRIVATE LIMITED** (CIN U72900KA2900KA2021PTC153164), having its registered office at Level 5, Trifecta Adatto, 21, ITPL, Main Rd, Garudachar Palya, Mahadevapura, Bengaluru, Karnataka 560048 (hereinafter referred to as '**Density**' or '**Company**' or '**Us**' or '**We**' or '**Our**', which term shall mean and include our affiliates, group entities, related parties and service providers).

PLEASE CAREFULLY READ THIS PRIVACY POLICY BEFORE ACCESSING ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, APPLICATIONS, TOOLS AND FEATURES ON [DENSITY.EXCHANGE](#) OR USING OUR [SERVICES](#). BY CLICKING "[I AGREE](#)" OR BY SIGNING UP OR ACCESSING OR USING OR CONTINUING TO BROWSE THROUGH [DENSITY.EXCHANGE](#) OR USING [DENSITY SERVICES](#), WHETHER AS A GUEST OR REGISTERED USER, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED EACH OF THE TERMS CONTAINED HEREIN AND AGREE TO BE BOUND BY THE SAME.

IF YOU HAVE OBJECTIONS TO THESE TERMS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR ANY PART THEREOF, PLEASE DO NOT ACCESS [DENSITY.EXCHANGE](#) AND DO NOT USE DENSITY SERVICES IN ANY MANNER.

## • INTRODUCTION

- This [Privacy Policy](#) specifies the manner in your personal data\information are collected, received, stored, processed, disclosed, transferred, dealt with or otherwise handled by us and our affiliates. By registering on [DENSITY.EXCHANGE](#) and/or by availing our Services, you have agreed to the collection, use, storage and dissemination of your information including sensitive personal information as set out below in this [Privacy Policy](#). If you do not agree with this [Privacy Policy](#), please do not proceed.
- We reserve the right to change, add, amend, modify the terms hereof at discretion from time to time. We may (but we don't assume any such obligation), provide you with a notification of such change. You shall regularly and periodically check these Terms by visiting and clicking on the [Privacy Policy](#) hyperlink located at the bottom of the page.

## • YOUR INFORMATION WE COLLECT

- We acknowledge and accept that the personal information that you impart to us, is to be kept in strict confidentiality and to use the information only in the manner which would be beneficial to you. We consider our relationship with you as invaluable and strive to respect and safeguard your right to privacy. We shall protect the personal details received from you with reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of this information. We have put in place reasonable security measures and safeguards to protect your privacy and personal information from misuse, unauthorized access, disclosure, destruction etc. in compliance with applicable laws.
- **Personal Information** is information which can be used to identify you as an individual including your sensitive personal data or information. This includes your:
  - **Personal Details**, e.g. name, age, gender, date of birth, marital status, annual income, occupation, trading preferences, educational qualification etc.;
  - **Contact Details**, e.g. email, phone and permanent and correspondence address etc.;
  - **KYC Details**, e.g. identification documents, viz., PAN, Identity and Address Proof, Passport or AADHAAR information, signature, photograph, IPV (in-person verification) video, bank account details, nominee details etc.. The collection of all the Personal Information described herein is necessary for your use of the Services and functionality of [DENSITY.EXCHANGE](#). We receive Personal Information any time you use any service or functionality of [DENSITY.EXCHANGE](#), including the function that allows you to continue as a guest.

- We also gather and store non-personal information i.e., IP address, browser type, meta-data, app settings, device information, the date and time of your visit pages visited on our website, number of pages viewed etc. in order to provide better service for our users. We use the information to get page view statistics, to analyze trends and for better understanding of the usage of the site, and for system administration purposes. This information cannot and does not identify you personally. Please refer to our [Cookies Policy](#) for further details.

- **HOW WE USE YOUR INFORMATION**

- We primarily use the information we collect to provide the Services to you and for your use of the Services. This includes using your information to:
  - verifying your identity, fulfil your trading requests, process and complete transactions, and to carry out settlement of your obligations, including sending text messages and email notifications to you; send administrative information to you, such as changes to our terms, conditions, and policies;
  - conduct data analysis and audits, undertake financial/regulatory/management reporting;
  - analyse usage and generally improve the Services; ensure the security of the Services, prevent fraud and enforce our policies;
  - personalize your experience, offers and promotions that we deliver, contact you about new features, products etc. and perform other activities; develop new products, identify usage trends, determine the effectiveness of our promotional campaigns, and operate our business.
- We are obligated to share your information with governmental agencies and regulatory bodies, prevention of money-laundering authorities and any other authority as required for due fulfilment of legal and regulatory compliance.
- We may also share the information so collected with third parties in connection with providing services, products and features accessed by you and where we feel they can contribute to add value and improve the quality of services imparted availed by you. We shall take reasonable steps to ensure that the confidentiality of your information is maintained by imposing applicable confidentiality standards on such third parties. We take reasonable steps to ensure that third parties do not retain/commission your personal information any longer than what is warranted by the nature of services rendered.

- **HOW WE PROTECT YOUR INFORMATION**

- We follow applicable industry standards and best practices to reasonably secure information collection from you. We use firewalls and SSLs to help protect the information we collect from you when it is being communicated to us. Our policies restrict access to your personal information to only those employees and service providers who need to know the information in order to provide you the Services. We maintain physical, electronic and procedural safeguards that comply with applicable privacy and data security laws and regulations.

- **YOUR CONSENTS**

- By accessing the functionality, products, features, content of [DENSITY.EXCHANGE](#) and by using the Services you consent to the use of your personal information by us, our affiliates and third parties, service providers, vendors in addition to governmental agencies and regulatory bodies.

- **YOUR CHOICES**

- You always have the right to refuse or withdraw your consent to share/disseminate your sensitive personal information. However, in such an event, you will no longer be able to avail our Services. You can configure your browser or phone settings to reject all cookies, or to notify you when a cookie is set. Each browser is different, so you need to check the Help menu of your browser to learn how to change your cookie and privacy preferences. However, if you reject cookies, your use of Services may be impaired, restricted or stopped.

- You can close your Account. Even though your account is closed, we still may retain and use your personal information to comply with law, to prevent fraud, resolve disputes, assist with any investigations, enforce our policies, analyse and improve the Services, and take other actions as permitted by law.
- **DISCLAIMER**
- WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT [DENSITY.EXCHANGE](#), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. [DENSITY.EXCHANGE](#) IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.
- WE DO NOT WARRANT THAT [DENSITY.EXCHANGE](#) WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO PROVIDE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF [DENSITY.EXCHANGE](#) WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH [DENSITY.EXCHANGE](#) WILL MEET YOUR EXPECTATIONS.
- **LIMITATION OF LIABILITY**
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF [DENSITY.EXCHANGE](#) AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.
- **INDEMNITY**
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS OWNERS, LICENSEE, AFFILIATES, SUBSIDIARIES, GROUP COMPANIES (AS APPLICABLE) AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, FROM ANY CLAIM OR DEMAND, OR ACTIONS INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY OR PENALTY IMPOSED DUE TO OR ARISING OUT OF RELATING TO (A) YOUR USE OF OUR SERVICES, (B) YOUR BREACH OF THESE TERMS, OR (C) YOUR VIOLATION OF ANY LAW, RULES OR REGULATIONS OR THE RIGHTS (INCLUDING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) OF A THIRD PARTY.
- **COMPLAINTS**
- If you have any grievance, objection or complaint about [DENSITY.EXCHANGE](#) or any incident concerning these Terms, you may contact us following by sending an email to [support@  
"mailto:support@density.exchange"](mailto:support@density.exchange)[DENSITY.EXCHANGE](#) and in furtherance thereto, provide us with all the necessary/relevant information and/or documents concerning such matter. We will undertake reasonable/fair/appropriate efforts to investigate and resolve your complaint.
- **FORCE MAJEURE**
- We shall not be responsible for delay or default in the performance of our obligations due to contingencies beyond our control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government/regulatory action.
- **GOVERNING LAW**

- These Terms, its subject matter and its formation, are governed by the laws of the Republic of India. The courts of Bengaluru, India will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum.