

Privacy Policy

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY USING THIS MOBILE APPLICATION (Application) AND WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE OUR SERVICES

This Privacy Policy (“**Policy**”) is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011. The Policy is an ‘electronic record’ as contemplated under section 2(t) of the Information Technology Act, 2000 and the rules. This Policy being an electronic record is generated by a computer system and does not require any physical or digital signature.

What is this Privacy Policy?

This privacy policy (“**Policy**”), together with the terms of use, describes the Company’s policies and procedures on the collection, use and disclosure of the information provided by Users (as defined herein below) of the **Application**. The Company shall not use the User’s information in any manner except as provided under this Privacy Policy. Every User who accesses or uses this Application shall be bound by this Privacy Policy.

For the purposes of this Privacy Policy, the words “us”, “we”, and “our” refer to Company and all references to “you”, “your” or “user”, as applicable mean the person who accesses, uses and/or participates in the Application in any manner.

INTRODUCTION

The mobile application, Discount Bazaar (“**Application**”) is owned and operated by Cool Cart, a proprietorship firm (“**Company**”) incorporated in Mumbai, Maharashtra.

Users are requested to read and understand the Policy very carefully before using or accessing the Application. Through this Policy, Cool Cart intends to convey the manner in which the user’s information is collated and used by Cool Cart while providing the services of the Application. This Policy is binding on every user of the Application and users who do not agree with the terms of this Policy should not use or access the Application.

Cool Cart reserves its right to change, edit, alter, amend, modify, review, revise or substitute this Policy with or without notice. By using the Application, the user’s signify they have carefully read, understood and agree to be bound by this Policy and the users expressly and voluntarily accept this Policy including any change, modification or substitution made to the Policy from time to time. Cool Cart reserves its right to refuse services to any user who does not accept or violates the terms of this Policy.

This Privacy Policy sets out the type of information collected from the Users, including the nature of the sensitive personal data or information, the purpose, means, and modes of usage of such information and how and to whom the Firm shall disclose such information.

USER INFORMATION

‘User information’ for the purpose of this Policy includes the user’s personal information that can be used to uniquely identify or contact a single person including but not limited to name, email address, residential address, phone number, photograph and other information collected by Cool Cart to provide specific

services to the user through the Application. The user has the option not to provide User Information if the user wishes not to avail the specific service for which the User Information is required.

For the use of the Services and purchase of Products, you may be required to pay with a credit card, wire-transfer, or debit card through the Application's third party payment gateway provider and such third party payment gateway provider may be required to collect certain financial information from you including, but not restricted to, your credit/debit card number or your bank account details (collectively referred to as "Financial Information"). All Financial Information collected from the Users' by the Application's third party payment gateway providers will be used only for billing and payment processes. The verification of the Financial Information shall be accomplished only by the User through a process of authentication in which the Application and/or Cool Cart shall have no role to play.

The Financial Information collected from the Users is transacted through secure digital platforms of approved payment gateways which are under encryption, thereby complying with reasonably expected technology standards. While Cool Cart shall make reasonable endeavours to ensure that the User's personal information and the Financial Information is duly protected by undertaking security measures prescribed under applicable laws, the User is strongly advised to exercise discretion while providing personal information or Financial Information while using the Services given that the Internet is susceptible to security breaches.

If any user is providing any User Information on behalf of any corporation, company, institution, association or other entity, the user should be authorized by such corporation, company, institution, association or other entity to provide such information to Cool Cart.

Cool Cart collects information from the user when creating a user account or when the user is browsing for products, transacting an online purchase of products through the application or while posting comments, uploading content or participating in any offers or contests or availing special gifts or communicating with customer support by phone, email or otherwise.

Cool Cart receives, scrutinizes, and stores User Information for security and technical reasons such as IP address, login id, email address, password, device connection information, transaction history, date, time, and duration of session on the Application.

Cool Cart will occasionally ask the user to complete optional online surveys. These surveys may ask the user for contact information and demographic information (eg. zip code, age or income level).

The user can add or update the User Information on a regular basis. When the user updates the User Information, Cool Cart may keep a copy of the prior version for its records.

USE OF INFORMATION & DISCLOSURE

The User Information is primarily used by Cool Cart to facilitate a better, customized and convenient use of the Application's services. The User Information is used by Cool Cart inter alia to

- (i) respond to the user's queries, requests and inquiries;
- (ii) update new features of the Application,
- (iii) improve and customize the Application's service,
- (iv) detect and prevent fraud and abuse of the Application,
- (v) examine the identity of the user's and the authenticity of offers, delivery or transfer of offers, etc.
- (vi) administer the Application,
- (vii) inform any change in the Terms of Use or this Policy or the Terms and Conditions of Sale,
- (viii) send surveys and marketing communications that Cool Cart believes may be of interest to the user;

- (ix) personalize the user's experience on the Application by presenting advertising, products, and offers tailored for the user;
- (x) help the user address its problems with the Application including addressing any technical problems;
- (xi) complete and fulfil the user's purchase, process payments, communicate with the user regarding the user's purchase, and provide the user with related customer service; and
- (xii) protect the integrity of the Application.

User Information is used and disclosed if required to do so by law or in the good faith and belief that such disclosure is reasonably necessary to respond to notices, court orders, or other legal process. Cool Cart may disclose User Information to law enforcement officers, third party rights owners, or others that is in its opinion reasonably necessary to enforce the Application's Terms of Use, this Policy, and Terms and Conditions of Sale. Cool Cart will share some or all of the User Information with another entity should Cool Cart merge with, or be acquired by that entity or receive investments from that entity.

Cool Cart may disclose aggregated information about the use of the Application, but it will never contain User Information that will identify a single user. Cool Cart does not trade or sell User Information in any manner, except as specified in this Policy or if express consent is sought from the user. Cool Cart understands that the User Information is very crucial and is important for the user. The user agrees and acknowledges that the User Information is disclosed or shared with:

- (i) third party vendors for delivery of the products ordered through the Application,
- (ii) third party service providers engaged by Cool Cart to perform the services on Cool Cart's behalf,
- (iii) third party service providers for the purpose of the Application's security, maintenance, repair or other technical reasons.

Cool Cart may, if the user so chooses, send direct advertisement mailers to the user at the address given by the user. The user has the option to opt-out of this direct mailer by clicking at the unsubscribed link option attached to e-mail. Cool Cart respects the user's privacy and if the user does not want to receive e-mail or other communications from Cool Cart, user may inform the same to our customer care service.

USER REPRESENTATION

User represents that:

- i. The Information you provide to Cool Cart from time to time is and shall be authentic, correct, current and updated and You have all the rights, permissions and consents as may be required to provide such Information to Cool Cart.
- ii. Your providing the Information to Cool Cart and Cool Cart's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees.
- iii. Cool Cart and each of Cool Cart entities, officers, directors, contractors or agents shall not be responsible for the authenticity of the Information that You or any other user provide to Cool Cart. You shall indemnify and hold harmless Cool Cart and each of Cool Cart entities, officers, directors, contractors or agents and any third party relying on the Information provided by You in the event You are in breach of this Privacy Policy including this provision and the immediately preceding provision above.
- iv. Your Information will primarily be stored in electronic form however certain data can also be stored in physical form. We may store, collect, process, and use your data in countries other than Republic of India but under compliance with applicable laws. We may enter into agreements with third parties (in or outside of India) to store or process your information or data. These third parties may have their own security standards to safeguard your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard your information / data.

SECURITY & USER RESTRICTION

Cool Cart implements standard measures to protect against unauthorized access to and unlawful interception of the User Information. However, no internet site and/or application can fully eliminate security risks. Cool Cart endeavours to take all measures to protect the security, integrity, and confidentiality of the User Information against unauthorized breach and hacking. For the purpose of checking possible vulnerabilities and attacks, Cool Cart may conduct periodical internal review of data and security measures on the Application. Cool Cart may use such software as it determines is best for maintaining security. However the internet is not absolutely a secure environment, and the Application cannot ensure or warrant a 100% security of the User Information.

If any user is provided with any identification code, password or any other piece of information as part of the Application's security procedure, the user should treat such information as confidential, and the user should not disclose it to any third party including to other users. To prevent third party's access to the Application the user should sign out from the user account after availing the services through the Application. Cool Cart has the right to disable the identification code or password, whether chosen by any user or allotted by Cool Cart, at any time, if the user fails to comply with instructions or terms, conditions or policies of Cool Cart.

The user is solely responsible for the activities that occur under the user's account including the confidentiality of the user's password and Cool Cart is not responsible for the same. While using and accessing the Application, the user is responsible for maintaining the confidentiality of the user's account and for restricting access to the user's mobile phone and/or computer or other system or equipment's through which the user uses and accesses the Application.

Notwithstanding anything contained in this Policy or elsewhere, Cool Cart shall not be held responsible for any loss, damage or misuse of the User Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A **"Force Majeure Event"** means any event that is beyond the reasonable control of Cool Cart and includes, without limitation, fire, flood, explosion, acts of God, civil commotion, strikes, lock outs or industrial action of any kind, riots, insurrection, war, acts of government, power failure, sabotage, computer hacking, unauthorised access to computer data and storage device, system failure, virus, attacks, bugs, computer crashes, breach of security and encryption.

THIRD PARTY APPLICATIONS, WEBSITES, AND LINKS

Application may provide or be linked with other applications, websites, and advertisements. Cool Cart is in no way responsible for the privacy practices or content of such applications and websites. The linked applications, websites, or advertisers are not necessarily under the control of Cool Cart and Cool Cart expressly disclaims all liability associated with the content and the use of such applications, websites, and advertisements. Display of any third party advertisements on the Application shall not be construed as an endorsement or promotion of any products or services by Cool Cart. The user should read the privacy policy of each and every linked application, website and any access or use of the linked applications and websites is entirely at the user's own risk. Cool Cart is not responsible for any direct, indirect, solicited or unsolicited communication made by any of these linked third party applications, websites, or advertisers or their respective agents or representatives, to the users including by telephone, email, mobile phones and facsimile.

These linked third-party applications, websites, and advertisers may use various technologies to receive the user's IP address and personal information. The third party advertisers may also use cookies, JavaScript, web beacons, and other technologies to gauge the effectiveness of their advertisements and to personalize advertising experience and content. Cool Cart does not have any control over the cookies or technologies that advertisers, applications, or websites may use and the user should contact them directly for more information about their privacy practices and policies.

Based on the User Information including the nature of products purchased by the user through the Application, Cool Cart may display personalized third party advertisements on the Application. When the user clicks on the advertisement link, the third party advertisers may assume that the user has met the

criteria that was used to personalize the advertisement. The user acknowledges and agrees that in no event Cool Cart is responsible to the user accessing the services of third party advertisers or other websites.

GENERAL TERMS

This Policy is to be read in conjunction with and shall be deemed to be part of the Application's. Terms of Use and Terms and Conditions of Sale.

The User Information resides in Cool Cart's database for a certain period of time even after the user ceases to use or access the Application and in such cases Cool Cart is not be liable for any usage of the User Information after the user ceases to use or access the Application.

The Users agree and acknowledge that User Information collated through the Application could be stored and processed in any other country across the world. The users acknowledge that for effective provision of the Application's services in respective territories including territories outside India, the User Information may be stored or processed by trusted third parties. Whenever the User Information is shared with trusted third parties in countries outside India, Cool Cart endeavours that the User Information is transferred in accordance with the applicable laws of India.

The user should be aware that the User Information or other data, the user provides to the Application for availing the services or transacting through the Application could be read, collected, or used by other users or third parties in which case the User Information might be used for sending unsolicited messages or communications for which Cool Cart is not responsible.

The user agrees and acknowledges Cool Cart's right to utilize the user's posts, contents, information and other personal data for the purpose of providing services through the Application. The contents on the Application may contain comments, post and reviews posted by the users which may be public and searchable on the internet in which case the user's comments, post reviews and information and personal data provided to the Application may be viewed by other users and Cool Cart cannot guarantee that other users or third parties have not made copies of or used the ideas and information that the user has shared on the Application.

Minors Accessing the Application

Cool Cart does not knowingly collect personal data from children (only persons above the aged of 18 shall be permitted to use the Services as provided in the Terms of Use). In an event, where in contravention of the Terms of Use, a person below the age of 18 uses the Services, Cool Cart shall not be held liable or responsible for any damage or injury suffered by such person in logging into the Application and making use of the Services.

POLICY UPDATES

Cool Cart reserves the right to change or update this policy at any time. Such changes shall be effective immediately upon posting to the application.

UPDATING YOUR INFORMATION

To correct or update any information you have provided, the Application allows you to do it online. In the event of loss of access details, you can send an e-mail to: discountbazaar20@gmail.com

CONTACTING US

For feedback or concern, if any, kindly contact Grievance Officer at:

Email Address: discountbazaar20@gmail.com

GOVERNING LAW AND JURISDICTION

The terms and conditions of this Policy shall be governed by Indian Law and the courts in Mumbai shall only have exclusive jurisdiction to resolve any disputes.