

PRIVACY POLICY

MESINDUS VENTURES, a company incorporated under the laws of India, having its registered office at 21/21 Craige Park M. G. Road Bangalore, Karnataka – 560001, India (“**MESINDUS VENTURES**”) is a retail company which offers various retail solutions, including through its website www.galara.com, and its mobile and tablet applications (“**Platforms**”) various product categories, which *inter alia* facilitates the sale and purchase of these product categories (“**Products**”) by users of the Platforms (“**Users**”).

1. What is this Privacy Policy?

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

2. Why this Privacy Policy?

2.1. This Privacy Policy is published pursuant to:

- 3.1.1. Section 43A of the Information Technology Act, 2000;
- 3.1.2. Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“**SPI Rules**”); and
- 3.1.3. Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

2.2. 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 MESINDUS VENTURES shall disclose such information.

3. What is Sensitive Personal Data or Information?

3.1. In accordance with the SPI Rules, any sensitive personal data or information of a person means and includes such personal information about that person relating to:

- 3.1.1. Passwords;
- 3.1.2. Financial information such as bank accounts, credit and debit card details or other payment instrument details;
- 3.1.3. Physical, physiological and mental health condition;
- 3.1.4. Sexual orientation;
- 3.1.5. Medical records and history;
- 3.1.6. Biometric information; and
- 3.1.7. Information received by body corporates under lawful contract or otherwise.

- 3.2. Certain information provided by Users may allow for personal identification of the Users, including full name, personal contact numbers, residential address, email address, gender or date of birth. While information such as date of birth in isolation may not be enough to uniquely identify the visitor, a combination of full name and date of birth may be sufficient to do so.
- 3.3. It may be noted that any 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 regarded as sensitive personal data or information, or as personally identifiable information.

4. Users Note

- 4.1. A condition of each User's use of and access to the Platforms and to other services provided by MESINDUS VENTURES to Users (collectively referred to as the "**Services**"), is his/her/its acceptance of the terms of use ("**Terms of Use**"), which also involves acceptance of the terms of this Privacy Policy. Any User who does not agree with any provisions of the Terms of Use or this Privacy Policy is advised not to accept the Terms of Use and may leave the Platforms.
- 4.2. While browsing the Platforms, a User is not required to provide personal information as set out under paragraph 3.1 ("**Personal Information**") and paragraph 3.2 ("**Personally Identifiable Information**") until and unless such User chooses to avail or sign up for any of the Services. All the information provided to MESINDUS VENTURES by a User, including Personal Information and Personally Identifiable Information, is voluntary. The User has the right to request the withdrawal of his/her/its consent at any time, in accordance with the terms of this Privacy Policy and the Terms of Use. It is the User's duty to ensure strict caution while giving out any personally identifiable information about himself/herself/itself or his/her family members in use of any of the Services. MESINDUS VENTURES does not endorse the content, messages or information found in any Services and therefore, MESINDUS VENTURES specifically disclaims any liability with regard to the Services and any actions resulting from the User's participation in any Services. As a condition to use the Services, you as a User agree to waive any claims against MESINDUS VENTURES relating to the same, and to the extent such waiver may be ineffective, you agree to release any claims against MESINDUS VENTURES relating to the same.
- 4.3. Users can access, modify, correct and eliminate the data about him/her/it which has been collected pursuant to his/her/its decision to become a User. Any grievances in relation to the information shared by the User with MESINDUS VENTURES may be brought to the attention of MESINDUS VENTURES at.
- 4.4. For the use of the Services and purchase of Products, you may be required to pay MESINDUS VENTURES with a credit card, wire-transfer, or debit card through MESINDUS VENTURES'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 MESINDUS VENTURES'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 MESINDUS VENTURES shall have no role to play.
- 4.5. Personal Information, Personally Identifiable Information and / or Financial Information shall be collected by MESINDUS VENTURES on an ongoing basis, without need for further, separate consent from the User (aside from the acceptance of this Privacy Policy, as provided in paragraph 4.1) for one or more of the following reasons:
 - 4.5.1. To identify the User, to understand his/her/its needs and resolve disputes, if any;

- 4.5.2. To set up, manage and offer products and to enhance the Services to meet the User's requirements;
 - 4.5.3. To provide ongoing service;
 - 4.5.4. To meet legal and regulatory requirements;
 - 4.5.5. To resolve technical issues and troubleshoot problems;
 - 4.5.6. To aid MESINDUS VENTURES in collecting monies from Users for transactions carried out on the Platforms;
 - 4.5.7. To keep Users apprised of MESINDUS VENTURES's (or third parties') promotions and offers;
 - 4.5.8. To customize User experience;
 - 4.5.9. To detect and protect MESINDUS VENTURES from error, fraud and other criminal activities;
 - 4.5.10. To enforce the Terms of Use; and
 - 4.5.11. Other reasons which, prior to being put into effect, shall be communicated to the Users through an update carried out to this Privacy Policy.
- 4.6. 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 MESINDUS VENTURES shall make reasonable endeavors 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.
- 4.7. Due to the communications standards on the Internet, when a User visits the Platforms, MESINDUS VENTURES automatically receives the uniform resource locator of the site from which such User visits the Platforms, details of the website such User is visiting on leaving the Platforms, the internet protocol ("IP") address of each User's computer operating system, type of web browser the User is using, email patterns, and the name of the User's internet service provider. This information is used solely to analyze overall User trends and to help MESINDUS VENTURES in improving its Services. Please note that the link between the User's IP address and the User's personally identifiable information is not shared with third parties without such User's permission or except when required by law or to provide or facilitate the User with the Services. Notwithstanding the above, the User acknowledges MESINDUS VENTURES's right to share some of the aggregate findings, including the Personal Information provided by the Users in an unidentifiable form, and not the specific data with advertisers, sponsors, investors, strategic partners, and others in order to help grow the business. The amount of information sent to MESINDUS VENTURES depends on the settings of the web browser used by the User to access the Platforms. The User may refer to the browser used, if the User wishes to learn what information is provided to MESINDUS VENTURES.
- 4.8. The Platforms use temporary cookies to store certain data. MESINDUS VENTURES does not store personally identifiable information in the cookies. Information collected by MESINDUS VENTURES, by any means whatsoever, that does not personally identify the User as an individual (such as patterns of utilization described above) is exclusively owned by MESINDUS

VENTURES and may be used by MESINDUS VENTURES and third party service providers for technical administration of the Platforms, user administration, research, development, and other purposes. Additionally, MESINDUS VENTURES may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors, sister concerns, service providers and service partners and other third parties (collectively referred to as “**Other Parties**”).

- 4.9. A User may set or amend his/her/its web browsers to delete or disable cookies. If a User chooses to disable cookies on his/her/its computer or mobile telecommunication device, it may impair, degrade or restrict access to certain areas of the Platforms. Merely closing the web browser should ordinarily clear all temporary cookies installed by MESINDUS VENTURES. However, Users are encouraged to use the “clear cookies” functionality of their browsers to ensure deletion, as MESINDUS VENTURES cannot guarantee, predict or provide for the behavior of the equipment of all the Users of the Platforms.
- 4.10. MESINDUS VENTURES may allow other companies or entities to serve advertisements to Users. These companies or entities include third party advertisement servers, advertisement agencies, advertisement technology vendors and research firms. MESINDUS VENTURES may target some advertisements to Users that fit a certain general profile. MESINDUS VENTURES does not use personally identifiable information to target advertisements to specific Users. In the course of serving advertisements or optimising the Services to its Users, MESINDUS VENTURES may allow authorised third parties to place or recognise a unique cookie on the User’s browser.
- 4.11. MESINDUS VENTURES does not exercise control over the websites displayed as search results or links from within the Services. These other sites may place their own cookies or other files on the Users’ computer, collect data or solicit Personal Information or Financial Information from the Users, for which MESINDUS VENTURES shall not be held responsible or liable. MESINDUS VENTURES does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does MESINDUS VENTURES guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by MESINDUS VENTURES of such websites, the websites’ provider, or the information on the website.
- 4.12. When a User visits or uses the Platforms, MESINDUS VENTURES may access, collect, monitor and/or remotely store data in relation to the User’s location, which may also include global positioning system coordinates or similar information regarding the location of the device using which the User has visited or used the Platforms. The location data does not collect or share any personally identifiable information about the User.
- 4.13. MESINDUS VENTURES may keep records of telephone calls received from and made to Users for the purpose of administration of Services, research and development, training, business intelligence, business development, or for User administration. MESINDUS VENTURES may share the telephone records with third parties when required by law or when required to provide or facilitate the User with the Services.
- 4.14. MESINDUS VENTURES may choose to conduct contests and surveys to collect relevant information about the Users’ preferences. These surveys and contests are optional and if the User chooses to respond, his/her/its responses will be kept anonymous. The demographic information that the User provides while availing or signing-up for the Services and through any surveys or contests is used to help MESINDUS VENTURES improve its services to meet the needs and preferences of Users.

- 4.15. MESINDUS VENTURES 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, MESINDUS VENTURES shall not be held liable or responsible for any damage or injury suffered by such person in logging into the Platforms and making use of the Services.
- 4.16. MESINDUS VENTURES has implemented security policies, rules and technical measures, as required under applicable law including firewalls, transport layer security and other physical and electronic security measures to protect the Financial Information and Personal Information that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. It is expressly stated that MESINDUS VENTURES shall not be responsible for any breach of security or for any action of any third parties that receive Users' personal data or events that are beyond the reasonable control of MESINDUS VENTURES including, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- 4.17. MESINDUS VENTURES may be required to disclose Personal Information or Financial Information to governmental institutions or authorities when such disclosure is requisitioned under any law or judicial decree or when MESINDUS VENTURES, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.
- 4.18. MESINDUS VENTURES may share/use Personal Information and Personally Identifiable Information provided by Users with the Other Parties for the purposes of:
- 4.18.1. enabling Users to enjoy the Services and to use the Products, including sharing information with Other Parties to provide services, technical support etc in relation to the Products; or
 - 4.18.2. detecting and preventing identity theft, fraud or any other potentially illegal acts; or
 - 4.18.3. monitoring and enhancing User interest and engagement, including through promotional activity, personal messages to Users using Personally Identifiable Information provided by Users, etc; or
 - 4.18.4. processing the purchase of Products on the Platforms.
- To the extent that Other Parties have access to the Personal Information, MESINDUS VENTURES shall make efforts to ensure that the Other Parties treat such Personal Information at least as protectively as they treat personally identifiable information obtained from their users or members.
- 4.19. MESINDUS VENTURES or the Other Parties may merge with or be acquired by another business entity. In such an event, MESINDUS VENTURES and the Other Parties may be required to transfer the Personal Information to such merging or acquiring party, as the case may be. While sharing such Personal Information with the acquiring or merging entity, as the case may be, MESINDUS VENTURES and the Other Parties shall make reasonable endeavours to ensure that the User's Personal Information is duly protected by the acquiring or merging entity, as the case may be, by undertaking security measures prescribed under applicable laws.
- 4.20. MESINDUS VENTURES may also disclose or transfer the personal and other information provided by Users, to any third party as a part of reorganization or a sale of the assets, division or transfer of a part or whole of the company. Any third party to which MESINDUS VENTURES

transfers or sells its assets will have the right to continue to use the personal and other information that Users provide to MESINDUS VENTURES.

- 4.21. All MESINDUS VENTURES employees and data processors, who have access to and are associated with the processing of Personal Information or Financial Information provided by Users are obliged to respect the confidentiality of every User's Personal Information or Financial Information.
- 4.22. The User's visit to and/or use of the Platforms and any dispute over privacy is subject to this Privacy Policy and the Terms of Use. MESINDUS VENTURES may update this Privacy Policy at any time, with or without advance notice. MESINDUS VENTURES shall not be required to notify the Users of any changes made to this Privacy Policy. It is your responsibility, in such cases, to review the terms of this Privacy Policy from time to time.
- 4.23. All information collected from the Users by MESINDUS VENTURES is maintained in electronic form on servers and/or cloud systems and shall be accessible by certain employees of MESINDUS VENTURES. The User information may also be converted to physical form from time to time. Regardless of the manner of storage, MESINDUS VENTURES shall make commercially reasonable endeavors to ensure that the User information is rendered confidential, and will disclose User information only in accordance with the terms of this Privacy Policy.
- 4.24. The User consents to MESINDUS VENTURES reproducing/publishing all testimonials and reviews given by the User (whether on the Website, social media platforms, or in any other manner whatsoever) in relation to MESINDUS VENTURES or any of the Products, together with the User's name and location, on the Website, on such page and in such position as MESINDUS VENTURES may determine in its sole discretion. The User agrees that MESINDUS VENTURES may edit the testimonials and reviews provided by the User and reproduce/publish such edited or paraphrased versions of the testimonials and reviews on the Website. If the User has any concerns with the reproduction/publication of any testimonial or review provided by the User on the Website, the User may contact MESINDUS VENTURES at grievanceofficer@qalara.com.

5. Visitors Note

- 5.1. No Personal Information or Financial Information is automatically collected from any visitors of the Platforms who are merely perusing or browsing the Platforms ("**Visitor**"). Nevertheless, certain provisions of this Privacy Policy are applicable to Visitors, and Visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave the Platforms immediately.
- 5.2. A User will not merely be a Visitor if the User has willingly submitted any Personal Information or Financial Information (including phone numbers, email addresses, responses to surveys, etc.) to MESINDUS VENTURES through any means, including email, telephone calls, telephonic messaging or while availing or signing-up for the Services. All such Visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy shall apply to the User.
- 5.3. If you, as a Visitor, have inadvertently browsed any other pages of the Platforms prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is obtained, stored or used, merely quitting the Platforms should ordinarily clear all temporary cookies installed by MESINDUS VENTURES. All Visitors, however, are encouraged to use the "clear cookies" functionality on their browsers to ensure such clearing or deletion, as MESINDUS VENTURES cannot guarantee, predict or provide for the behavior of the equipment of all the Visitors of the Platforms.

- 5.4. If you are accessing the Platforms from outside India, it is solely your responsibility to ensure that your access does not breach or violate any local or national law applicable in the place from where you are making the access, for the time being in force.

6. Opt-Out Policy

- 6.1. The third party service providers with whom MESINDUS VENTURES may share Personal Information or Financial Information provided by Users are not permitted to market their own services or send promotional e-mails or engage in promotional communication with the Users.
- 6.2. If a User wishes to remove his/her/its contact information from all MESINDUS VENTURES's lists and newsletters, the User can contact MESINDUS VENTURES at grievanceofficer@qalara.com. MESINDUS VENTURES reserves the right to limit membership based on availability of contact information. All Users will be notified by email prior to any actions taken.

7. Grievance Officer and Data Protection Officer

- 7.1. The name and contact details of the Grievance and Data Protection Officer, appointed as required by the Information Technology Act 2000 and rules made thereunder, are provided below:

Name: Pavas Pathak

Address: MESINDUS VENTURES, at 21/21 Craige Park M. G. Road Bangalore, Karnataka – 560001, India

Email: grievanceofficer@qalara.com

Phone Number: +91 80 41270398