

PayVega Privacy Policy

PayVega is a product of Social Buy Online Retail Private Limited ("**Us**", "**Our**", "**We**"). We provide to you, the user ("**you**" or "**your**" or "**user**"), an opportunity to avail of the services, described in and subject to the PayVega Terms of Service Agreement ("**TCSA**") through PayVega, which is an application **Site** hosted located at / on www.payvega.com ("**Host**"). We value your privacy and take a number of steps to protect the same. As a result, we have created this policy to reflect our practices and policies for the security and protection of information including personal information that we may collect from you and your use of the Application (hereinafter the "**Privacy Policy**"). You are requested to read this Privacy Policy.

All capitalized words used herein but not specifically defined shall derive the same meaning given to them in the TCSA.

When you provide us with information to avail of the Services on the Application, you can be certain that we have taken reasonable steps to implement comprehensive security practices to ensure that only you and those people you authorize to access your Facebook Account can see your information. We respect your right to privacy and this Privacy Policy details how we handle the information we receive from you.

By using our Application or allowing someone to use the Application on your behalf, you are consenting to our collection, use, disclosure, transfer and storage in accordance with this Privacy Policy, of any information including personal information and sensitive personal Information received by us as a result of such use.

1. **Type of Information:**

- (i) **Non Personal Information:** This includes any and all information collected by us that is not personally identifiable of you which includes without limitation, Internet protocol (IP) addresses, internet browser type, other characteristics of the software and/or device, domain names of the internet service provider, time of usage and other such collected information that cannot be used specifically to identify any person.
- (ii) **Personal Information:** This includes any and all information collected by us that relates to you, which either directly, or indirectly or in combination with any other information, is capable of identifying you and which includes without limitation name, address, email address etc. For example when you use PayVega, we ask for information such as your name, country of residence, mobile number, residential address and email address. It is clarified, however, that any such personal information that is freely available or accessible in the public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as personal information.
- (iii) **Sensitive Personal Information:** This includes any financial information provided by you prior to making payment for purchase of a PayVega Voucher for eg. credit card / debit card details. It is clarified that we do not collect, store or handle in any manner, any financial information such as bank account details or credit card or debit card or other payment instrument details.
For the purposes of this Privacy Policy, 'personal information' and 'sensitive personal information' shall hereinafter be collectively referred to as "**Personal Information**".
- (iv) **Third Party Information:** Your use of the services on the Application may result in some third party information being processed through the Application. It is hereby clarified that we do not own, control or direct the use of such information stored or processed on the Application. We are largely unaware of what information is actually being stored on Application and only access such information as authorized by you or as required by law. Only you or such third parties are entitled to access, retrieve and direct the use of such information. As such, we are only the "data processors" and not the "data controllers" of the information on the Application. As the processors of Personal Information on behalf of our clients we follow your instructions as to the information you control.

2. **Cookies**

When you visit the Application or avail of our Services, we use session "cookies" – i.e. a piece of information stored on your computer - to allow the Application or service to uniquely identify your browser while you are logged in to your Facebook Account and to enable us to process your online transactions. Session cookies also help us confirm your identity and are required for you to use the services. We use persistent cookies that only we can read and use, to identify you as a user and make it easier for you to log in to the Application to avail of our Service. Users who disable their respective web browsers' ability to accept cookies will still be able to browse our Application, but will not be able to access or take advantage of certain services or many

features thereof. Cookies don't give us access to your computer and the information we collect through cookies does not include Personal Information.

3. **Payment Information**

We use the services of [●], an online payment service provider to manage credit card processing. [●] is not permitted to use your billing information except to process your credit card / debit card information for us. [●] may request you to create a dedicated [●] account with the option of linking your credit card / debit card. [●] may require you to furnish your personal information, including credit card/ debit card number, net banking details, expiry date and payment amount, etc. We have no access to, and no record of, any of such information which is transmitted electronically and directly to [●]. It is hereby clarified that all such information will be subject to and governed by the respective terms of service and policies followed by [●] and is independent of the terms under our TCSA and/or this Privacy Policy. We do not warrant the confidentiality or security of such information, whether personal or otherwise, when it is transmitted directly to [●]. We shall under no circumstances be liable whether in contract, tort, statute or otherwise for any special, direct, indirect or consequential loss or damage which is suffered, sustained or incurred by you or any other person arising (directly or indirectly) from or out of or relating to online payments on the Application.

4. **Links to others sites**

The Site may contain links to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely for convenience and does not imply endorsement of or association with the site or party by us, or any warranty of any kind, either express or implied.

5. **Information Use and Sharing**

(i) **Personal Information:** We may use the Personal Information collected by us as follows:

- A. **Specific Reason:** If you have provided the Personal Information for a specific purpose, we may use the same for such purpose. For example if you provide us with your Email-Address while using PayVega, we will use the same for communicating to such Email Address.
- B. **Access and use:** If the Personal Information has been provided to access and use the Application, we will use the same to provide you with such access and use and functionality thereof, and to monitor such use.
- C. **Internal purpose:** We may use your Personal Information for internal purposes including but not limited to, help improve the content and functionality of the Application, to better understand our user profiles, to protect against and identify wrongdoing, to enforce our terms and conditions, operate and make the services available to you, for billing, identification and authentication, to contact you about your use of the Application, research purposes and to generally manage the Application and the business conducted thereon.
- D. **Communications from us:** If you choose to subscribe to our newsletter(s), we will use your name and email address to send you such newsletter(s). Unsubscribe instructions will accompany every such email and you will be at the liberty to unsubscribe from the same.
- E. **Service related communications:** We will use such personal Information strictly for service related communications, unless provided otherwise. For example you will receive communications of any planned downtime of the Application. You cannot opt out of these communications which are not promotional in nature. If you do not wish to receive the same you have the option to discontinue the use of our Service.
- F. **Customer Service:** We may use such Personal Information to send you a welcome email to commence using PayVega for the first time. Furthermore, we will use the same to respond to queries, to provide the services and/or technical assistance as requested.
- G. We may use such Personal Information to contact you for future marketing or advertisement purposes.

(ii) **Non Personal Information:** Since the non personal information collected by us cannot be used to identify you, we may use such information for any lawful purpose. We may also provide non-personal information,

- summary or group statistics about our customers, sales, traffic patterns, and related Site information to reputable third-party vendors, but these statistics will not include any Personal Information.
- (iii) We are entitled to create back-ups of any and all information received and stored by us. It is clarified that we shall take all reasonable steps to protect such back-ups from loss, destruction, misuse, unauthorized access or disclosure.
 - (iv) Except as described in this policy, we will not give, sell, rent, license or loan any Personal Information to any third party.

6. Disclosure

- We are not in the business of selling your Personal Information. We do not share any Personal Information with any third party unless the same is in accordance with law or under the terms of this Privacy Policy. Notwithstanding the generality of the foregoing, we may disclose Personal Information in the following instances:
- (i) In the event of an actual or potential corporate sale, merger, reorganization, dissolution, or similar event, the Personal Information may be part of the transferred assets. You acknowledge and agree that any successor or acquiror of the Company will continue to have the right to use, share, disclose all information including Personal Information in accordance with the terms of this Privacy Policy.
 - (ii) We reserve the right to share all information including Personal Information with our affiliates and/or subsidiaries. All such affiliates and/or subsidiaries shall be bound to maintain confidentiality of the Personal Information in accordance with the terms of this Privacy Policy.
 - (iii) When we engage the services of any other agent, consultant or related third party, we reserve the limited right to disclose any information, including Personal Information to such agents, consultants and related third parties. We may transmit or share your Personal Information with our third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, technology and services required to operate and maintain the services and/or the Application, which may require that your Personal Information be transferred from your current location to our offices and/or those of the authorized third parties referred to here. Although we own the software, code, databases and all rights to the Application, you retain all rights to your data.
 - (iv) Additionally, we reserve the right to disclose any and all information including Personal Information when we believe in good faith that release is necessary to (1) comply with all applicable law; (2) enforce or apply the TCSA and other agreements between you and us; (3) protect our rights, property or safety, or those of our employees, users, or such others; (4) prevent, investigate or identify any wrongdoing including potential wrongdoing, in connection with the Application; (5) in certain emergency situations, to protect the safety of the users; and (6) protect us against legal liability.
 - (v) We may disclose such information to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims. We may also share such information if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our TCSA, or as otherwise required by law.

7. Children's Personal Information

The Application and the services hereunder are not intended for, nor do we knowingly collect any Personal Information or any Information from, children under the age of 16 (sixteen).

8. Protection of Information

We maintain reasonable security measures to protect your information from loss, destruction, misuse, unauthorized access or disclosure. These technologies help ensure that your data is safe, secure, and only available to you and to those you provided authorized access. However, no data transmission over the Internet or information storage technology can be guaranteed to be 100% secure.

By using the Application, you agree that we have no liability for disclosure of your information or that of any third parties where the same results from errors in transmission, unauthorized acts of third parties or in general, circumstances that are beyond our control.

9. Choice/ opt Out

- (i) **Limit the Personal Information:** You have the option of providing very limited information to us. However, you may not be able to use certain services provided on the Application and limiting or not providing any information required may affect the functionality of these services.
- (ii) **Opt Out:** You have the option to opt out of using the Application by blocking the Application from the list of applications allowed on your Facebook page. However, by blocking the Application, all Personal Information which you would have provided us with will remain with us (in accordance with the terms of this Privacy Policy). Please note that if you subsequently chose to re-allow and thereby un-block the Application, you will be able to use the Application as if you had never opted-out of the Application. In the event that you opt out receiving all communication from us, the same will be respected. It may take upto 7 (seven) days for us to process such request. By selecting to stop receiving all communications from us, you will no longer be able to receive any updates about the services, including communications about any planned downtime of the Application. This is not recommended, unless you no longer wish to continue with the Application and will have no further need for such communications. Even after such opt out, we will retain any information, including Personal Information in accordance with the terms of this Privacy Policy and as required by law. However, we will not use the same to contact you.

10. Changes to Privacy Policy

We may update this Privacy Policy from time to time. You can review the most current version of this Privacy Policy at any time at [●]. Your continued use of the Application constitutes your agreement to be bound by such changes to the Privacy Policy.

11. Terms of Service.

When you access and use the Application, you are subject to the TCSA and you accept and agree to the same. The same can be viewed and accessed at [●].

12. Severability

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining provisions hereof under applicable law shall in no way be affected or impaired thereby.

13. Governing Law

The contents under this Privacy Policy shall be governed by the laws of India without regard to the conflicts of laws principles thereof or the United Nations Convention on the International Sales of Goods. Subject to Clause 14 hereunder, each of us agrees and hereby submits to the jurisdiction and venue of the courts at Mumbai, India with respect to such matters.

14. Dispute Resolution

Any dispute arising herefrom shall be referred to arbitration, under the Arbitration and Conciliation Act, 1996 as may be amended from time to time or any re-enactment thereof, of a sole arbitrator to be nominated by us. The arbitration proceedings shall be conducted in Mumbai, in the English language. The arbitrator's award shall be final and binding on you and us.

15. Contact Us

Except as explicitly noted on this Application, the services available through this Application are offered by Social Buy Online Retail Private Limited located at 302 Cello Plaza, V.P. Road, Vile Parle West, Mumbai 400056.. Our telephone number is +91 22 42368900. If you have questions regarding this Privacy Policy or about the security practices, please contact us by email at feedback@PayVega.com.