

KERAKOLL CLUB PRIVACY POLICY

KERAKOLL INDIA PRIVATE LIMITED (“Company”) is the author and publisher of the mobile application KERAKOLL CLUB. The mobile application shall be referred to by the name of ‘Kerakoll Club’ wherever applicable in this document.

BY USING THE APPLICATION OR THE SERVICES OF OUR COMPANY OR BY PROVIDING YOUR INFORMATION, YOU CONSENT TO BE BOUND BY THE TERMS OF THIS PRIVACY POLICY AND THE TERMS OF USE. YOU AGREE TO THE PRACTICES AND POLICIES IN THIS PRIVACY POLICY AND YOU ALSO AGREE TO THE SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. WE RESERVE THE RIGHT TO AMEND THE TERMS OF THIS PRIVACY POLICY AT ANY TIME, AT OUR SOLE DISCRETION. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, WE REQUEST YOU TO REFRAIN FROM USING OUR SERVICES AND NOT PROVIDE US YOUR INFORMATION.

This privacy policy ("Privacy Policy") explains how we (the Company) collect, use, share and protect your personal information (jointly and severally referred to as “You” or “Users” in this Privacy Policy). This also includes the Partners. This may include sensitive personal data or information and the purpose, means and modes of usage of such information shall be provided. We have created this Privacy Policy to demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access to the services is subject to this Privacy Policy and our Terms of Use.

1. gDEFINITIONS

“Partners” shall mean the masons, architects, dealers, trade partners and not trade partners associated with the Company.

2. CONTEXT AND PURPOSE

This Privacy Policy is published in compliance with Section 43A of the Information Technology Act, 2000, Regulation 4 of the Information Technology (Reasonable Security Practices and

Procedures and Sensitive Personal Information) Rules, 2011 (hereinafter referred as the “SPDI Rules”) and Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

3. COLLECTION OF PERSONAL INFORMATION

3.1 Our services require us to authenticate and know who you are, so that we can best meet your needs. When you access the services, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. Without prejudice to the generality of the above, information collected by us from you, while you create an account for yourself on the Kerakoll Club application, may include (but is not limited to) the following:

- i) Name, address, mobile number
- ii) Bank details
- iii) Data regarding your usage of the services.
- iv) Other information that you voluntarily choose to provide to us such as information shared by you with us through emails or calls.

This information collected from you by Kerakoll Club may constitute ‘personal information’ or ‘sensitive personal data or information’ as defined under Rule 2(i) and Rule 3 of the SPDI Rules. 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 personal information or sensitive personal data or information.

3.2 COLLECTION OF LOCATION-RELATED INFORMATION

Our services also require us to collect location-related information such as your current location, where you live, the places you visit, the businesses and people you’re near etc. (“**Location Data**”) since our user-engagement is location-based and it will help us support you and connect you with stores, sales and technical staff etc. Further, the offers and benefits offered on Kerakoll Club are also location based and would not function in the event the collection of location data is not allowed.

We collect location services through when you use our services, which helps us offer features like Store Directions, Search results for support near you, and offers based on your general location.

Your location can be determined with varying degrees of accuracy by:

- GPS and other sensor data from your device
- IP address

It is clarified that collection of Location Data by Kerakoll Club is optional and you can choose to disable tracking of Location Data by Kerakoll Club by revoking your consent through your device's settings. However, in the event collection of Location Data is disabled, you will not be able to enjoy various services and benefits of Kerakoll Club Like Dealer Locator, Event Attendance, Promotions, Code Claims, Access to Tools and Services on the Application.

4. PRIVACY STATEMENTS

4.1 CONSENT TO THE PRIVACY POLICY

By affirming your assent to this Privacy Policy, you provide your consent to such collection as required under applicable law.

4.2 PURPOSE AND USE OF INFORMATION COLLECTED

4.2.1 You hereby consent and authorize us to use, store and process all/any information provided by you, including sensitive information and Location Data. You also consent that your personal sensitive information may be stored, accessed, used and processed on servers outside India. All information provided by you is voluntary and based your consent given to us we reserve the right to use such information provided by or about you for the following purposes:

- (i) Publishing individual's information on Kerakoll Club. This information is accessible only by the individual who has generated this data on his/her own or through Partners.
- (ii) Contacting you for taking product and service feedback.

- (iii) Analyzing software usage patterns for improving product design and utility.
- (iv) help promote safe services
- (v) inform you about offers, products, services, updates, customize your experience, detect & protect us against error, fraud and other criminal activity, enforce our terms and conditions, etc.
- (vi) to send you offers, product information, events, educational information, etc. based on your previous orders and interests.

4.3 Kerakoll Club takes your right to privacy very seriously and other than as specifically stated in this privacy policy, we will only disclose your personal information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when Kerakoll, 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.

4.4 We also reserve the right to, periodically, reveal general statistical information about Kerakoll Club & its users, such as number of visitors, number and type of goods and services purchased, etc.

4.5 YOUR DUTIES

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may amend the information by making necessary changes wherever possible or by contacting us through support. If you wish to make changes to the bank details provided by you, kindly contact us by calling the helpline number provided. We will make the requested changes in our then active databases as soon as possible. If you provide any information that is untrue, inaccurate, out of date or incomplete, or Kerakoll Club has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out

of date or incomplete, Kerakoll Club may, at its sole discretion, discontinue the provision of the services to you.

4.6 TERMINATION

If you wish to cancel your account or request that we no longer use your information to provide you services, contact us through support. We shall not retain such personal information unless required under any other law for the time being in force.

4.7 CYBER INFORMATION and COOKIES

4.7.1 The systems of the Company will automatically receive your URL when you access the website ("Kerakoll Club.com"). The authors of Kerakoll Club also receive the Internet Protocol (IP) address of your computer (or the proxy server a User uses to access the World Wide Web), your computer's operating system (OS) and type of web browser being used, email patterns, as well as the name of your ISP. This information may be used to analyse overall trends to help Kerakoll improve its service. The linkage between your IP address and your personal information will not be shared with third parties. You hereby consent and authorize Kerakoll to access ,store, use and process the aforesaid information for the above said reasons.

4.7.2 Kerakoll Club uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by Kerakoll for technical administration, research and development, and for User administration, which maybe shared with third parties.

4.8 This Privacy Policy applies to services that are owned and operated by the Company. Kerakoll Club and/or the Company does not exercise control over the sites linked from within its services and waives all responsibility and liability towards data collected from such links. If you decide to visit a third-party website linked to the website, understand you do this entirely at your own risk.

4.9 SECURITY MEASURES

4.9.1 Kerakoll has adopted the best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorized access, improper use or disclosure, accidental loss, unlawful destruction and unauthorized modification. Kerakoll will not be held liable in case of any loss incurred by the User or any loss of data due to theft of the User's electronic devices (mobile phone) .

4.9.2 The reasonable security practices and procedures implemented by Kerakoll include but are not limited to: encrypting data when it is on the move using industry standard practices, keeping all the data within a private cloud, regularly changing production keys and password, secure and very limited access to all production servers, performing regular security updates on our servers and more. In spite of implementing such measures, if a User incurs a loss due to hacking, phishing or other such techniques, then Kerakoll will not be held liable for the same.

4.10 All sub clauses of Clause 4 apply to Users and all Partners.

5. CONFIDENTIALITY

5.1 Your Personal Information is maintained by Kerakoll in electronic form on its equipment, and on the equipment of its employees. Kerakoll takes all necessary precautions to protect your personal information both online and offline and implements reasonable security practices and measures including certain technical, operational, managerial, and physical security control measures that commensurate with respect to the information being collected and the nature of Kerakoll Club's business.

5.2 Kerakoll will not be liable for any unauthorized use of your account. If you suspect an unauthorized use of your account, at any time, you must immediately notify Kerakoll by contacting support. You shall be liable to

indemnify Kerakoll for any loss suffered by us due to such unauthorized use of your account.

5.3 Kerakoll makes your information accessible to its employees, agents or partners and third parties only on a need-to-know basis and binds all such parties to strict confidentiality obligations. You hereby consent and authorize Kerakoll to share your information with its employees, agents, partners and third parties in the aforesaid manner.

5.4 Notwithstanding the above, Kerakoll is not responsible for the confidentiality, security or distribution of your personal information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, Kerakoll shall not be held responsible for any breach of security or for any action by third parties or events that are beyond the reasonable control of Kerakoll including, acts of government, computer hacking, unauthorized access to computer data and storage device, system failure, breach of security and encryption, poor quality of your Internet service or mobile phone service, etc.

6. AMENDMENTS TO PRIVACY POLICY

Kerakoll Club may update this privacy policy at any time, with or without advance notice. If you use the services of the Company or access the Kerakoll Club application after a notice of amendment has been sent to him/her, you thereby provide your consent to the amended terms and no further notice shall be required.