

Privacy Policy

1. GENERAL

- a. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- b. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, **privacy policy** and **Terms of Use** for access or usage of Accosphere.com and its partner websites that link out of Accosphere.com
- c. The domain name Accosphere.com ("Website"), is owned and operated by Accosphere.com Private Limited ("Company") a Private Company limited by shares, incorporated under the provisions of the Companies Act, 2013, and having its registered office at 2nd Floor, Ganesh Chambers, Abade Faria Road, Margao, Goa – 403601, India, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.
- d. For the purpose of this **Privacy Policy** ("Policy"), wherever the context so requires,
 - i. The term 'You' & 'User' shall mean any legal person or entity accessing or using the services provided on this Website, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872;
 - ii. The terms 'We', 'Us' & 'Our' shall mean the Website and/or the Company, as the context so requires.
 - iii. The terms 'Party' & 'Parties' shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
- e. The headings of each section in this Policy are only for the purpose of organizing the various provisions under this Policy in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- f. The use of the Website by the User is solely governed by this Policy as well as the **Terms of Use** of the Website and any modifications or amendments made thereto by the Company from time to time, at its sole discretion. Visiting the home page of the Website and/or using any of the services provided on the Website shall be deemed to signify the User's unequivocal acceptance of this

Policy and the aforementioned Terms, and the User expressly agrees to be bound by the same. The User expressly agrees and acknowledges that the Terms and Policy are co-terminus, and that expiry / termination of either one will lead to the termination of the other.

- g. The User unequivocally agrees that this Policy and the aforementioned Terms constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, and that the same shall be deemed to be incorporated into the Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting any part of the Website constitutes the User's full and final acceptance of the Policy and the aforementioned Terms.
- h. The Parties expressly agree that the Company retains the sole and exclusive right to amend or modify the Policy and the aforementioned Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the Policy and Terms, and stay updated on their provisions and requirements. If the User continues to use the Website following such a change, the User will be deemed to have consented to any and all amendments / modifications made to the Policy and Terms. In so far as the User complies with the Policy and Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter, access and use the Website.

2. COLLECTION OF PERSONAL AND OTHER INFORMATION

- a. The User expressly agrees and acknowledges that the Company collects and stores the User's personal information, which is provided by the User from time to time on the Website, including but not limited to the User's username, passwords, email address, name, address, age, date of birth, sex, nationality, shopping preferences, browsing history, etc., as well as any images or other information uploaded/published by the User on the Website. The User is aware that this information will be used by the Company to provide services and features targeted at the User, that are most likely to meet the User's needs, and also to customize and improve the Website to make its users' experiences safer and easier.

- b. The User is aware that the cookies or Company / Website may automatically track certain information about the User based upon the User's IP address and the User's behaviour on the Website, and the User expressly consents to the same. The User is aware that this information is used to do internal research on user demographics, interests, and behaviour, to enable the Company / Website to better understand, and cater to the interests of its users. The User is expressly made aware that such information may include the URL that the User visited prior to accessing the Website, the URL which the User subsequently visits (whether or not these URLs form a part of the Website), the User's computer & web browser information, the User's IP address, etc.
- c. If the User chooses to purchase products / services from the Website, the User consents to allowing the Company/Website to collect information about the User's buying behaviour and trends.
- d. If the User chooses to post messages / reviews / feedback anywhere on the Website, including but not limited to message boards, chat rooms, other message areas, etc., the User is aware that any and all such information provided / uploaded will be collected and stored by the Company indefinitely, and that such retained information may be used to resolve disputes, provide customer support, troubleshoot problems, etc., and that such information, if requested, may be provided to judicial or governmental authorities of requisite jurisdiction, or otherwise used by the as permitted by applicable laws.
- e. The User is aware that any and all information pertaining to the User collected by the Company, whether or not directly provided by the User to the Company ,including but not limited to personal correspondence such as emails or letters, feedback from other users or third parties regarding the User's activities or postings on the Website, etc., may be collected and compiled by the Company/Website into a file/folder specifically created for / allotted to the User, and the User hereby expressly consents to the same.
- f. The User is aware that while he/she can browse some sections of the Website without being a registered user, certain activities (such as placing an order) require the User to provide valid personal information to the Company/Website for the purpose of registration. The User is aware that the contact information provided to the Company/Website may be used to send the User offers and promotions, whether or not based on the User's previous orders and interests, and the User hereby expressly consents to receiving the same.
- g. The User is aware that the Company/Website may occasionally request the User to complete optional online surveys. These surveys may require the User to provide contact information and demographic information (like zip code, age, income bracket, sex, etc.). The User is aware that this data is used to customise the Website for the benefit of the User, and providing all users of the Website with products/services/content that the Company / Website believes they might be interested in availing of, and also to display content according to the User's preferences.

- h. The User is further aware that the Company / Website may occasionally request the User to write reviews for products/services purchased/availed of by the User from the Website, and also reviews for the various sellers listing their products/services on the Website. The User is aware that such reviews will help other users of the website make prudent and correct purchases, and also help the Company / Website remove sellers whose products are unsatisfactory in any way, and the User hereby expressly authorises the Company / Website to publish any and all reviews written by the User on the Website, along with the User's name and certain contact details, for the benefit and use of other Users of the Website.
- i. Nothing contained herein shall be deemed to compel the Website/Company to store, upload, publish, or display in any manner content/reviews/surveys/feedback submitted by the User, and the User hereby expressly authorises the Company / Website to remove from the Website any such content, review, survey, or feedback submitted by the User, without cause or being required to notify the User of the same.

3. COOKIES

- a. The User is aware that a 'Cookie' is a small piece of information stored by a web server on a web browser so it can later be traced back from that particular browser, and that cookies are useful for enabling the browser to remember information specific to a given user, including but not limited to a User's login identification, password, etc. The User is aware that the Website places both permanent and temporary cookies in the User's computer's hard drive and web browser, and does hereby expressly consent to the same.
- b. The User is further aware that the Website uses data collection devices such as cookies on certain pages of the Website to help analyse web page flow, measure promotional effectiveness, and promote trust and safety, and that certain features of the Website are only available through the use of such cookies. While the User is free to decline the Website's cookies if the User's browser permits, the User may consequently be unable to use certain features on the Website
- c. Additionally, the User is aware that he/she might encounter 'cookies' or other similar devices on certain pages of the Website that are placed by third parties or affiliates of the . The User expressly agrees and acknowledges that the Company / Website does not control the use of such cookies/other devices by third parties, that the Company / Website is in no way responsible for the same, and that the User assumes any and all risks in this regard.

4. DIVULGING/SHARING OF PERSONAL INFORMATION

- a. The User is aware that the Company / Website may share the User's personal information with other corporate entities and affiliates to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of the Website's services; and to facilitate joint or co-branded services, where such services are provided by more than one corporate entity.
- b. The User is aware that the Website/Company may disclose personal information if required to do so by law or if the Website/Company in good faith believes that such disclosure is reasonably necessary to respond to subpoenas, court orders or other legal processes. The Website/Company may also disclose the User's personal information to law enforcement offices, third party rights owners, or other third parties if it believes that such disclosure is reasonably necessary to enforce the Terms or Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of its users, or the general public.
- c. The User is further aware that the Website/Company and its affiliates may share / sell some or all of the User's personal information with other business entities should the (or its assets) plan to merge with, or be acquired by such business entity, or in the event of re-organization, amalgamation, or restructuring of the Company's business. Such business entity or new entity will continue to be bound by the Terms and Policy, as may be amended from time to time.

5. SECURITY

Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company / Website in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

6. THIRD PARTY ADVERTISEMENTS / PROMOTIONS

The User is aware that the Company / Website uses third-party advertising companies to serve ads to the users of the Website. The User is aware that these companies may use information relating to the User's visits to the Website and other websites in order to provide customised advertisements to the User. Furthermore, the Website may contain links to other websites that may collect personally identifiable information about the User. The Company/Website is not responsible for the privacy practices or the content of any of the aforementioned linked websites, and the User expressly acknowledges the same and agrees that any and all risks associated will be borne entirely by the User.

7. USER'S CONSENT

By using the Website and or by providing information to the Company through the Website, the User consents to the collection and use of the information disclosed by the User on the Website in accordance with this Policy, including but not limited to the User's consent towards sharing/divulging the User's information, as per the terms contained hereinabove in Section 4 of the Policy.

8. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below: Shrijay Sheth (E-mail: ssheth@legalwiz.in)

9. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of this Policy and any disputes arising here from will be resolved through a two-step Alternate Dispute Resolution ("ADR") mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Policy and/or Terms.

- a. **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within sixty (60) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed hereinbelow;
- b. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The

arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Margao in the state of Gujarat, India.

The Parties expressly agree that the **Terms, Policy** and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the Courts at Goa, shall have exclusive jurisdiction over any disputes arising between the Parties.