

TERMS & CONDITIONS

This website is owned and operated by Scholastic India Private Limited (hereinafter referred to as “**Scholastic**” or “**We**” or “**Us**”).

These Terms and Conditions (the “**T&C**”) constitute a valid and binding agreement between Scholastic and the user. By using this platform, per se, you agree to be bound by all the terms and conditions as mentioned herein. The following terms and conditions, Website’s Privacy Policy, any amendments or modifications made thereto, govern the use of this Website and any content made available from or through this Website.

By accessing this Website, the user warrants that the user has fully read and understood these T&C and agrees to be legally bound by these terms and acknowledges unconditional acceptance without limitation or qualification of these T&C. We may change these terms at any time without any prior notice in writing or otherwise to the user, by posting changes on the Website. The user may review these terms regularly to ensure that the user is aware of any changes made by us. The continued use of Our Website by the user, after changes are posted means that the user agrees to be legally bound by these terms as updated and/or amended. In the case of any violation of these T&C, Privacy Policy or any additional terms posted on Website, we reserve the right to seek all remedies available by law and in equity for such violations.

Services

Scholastic inter alia offers services that provides the User with a facility to purchase books and render an easy and comfortable delivery at his/her/its doorstep. Further, Scholastic provides access to live and recorded classes in different segments which includes Scholastic Super English, Scholastic writers Academy ,Scholastic World of English, professional/learning courses etc., along with the associate features, links and software and standard updates (“Services”, Refer Updated Product Details for better understanding). We may in our sole discretion, discontinue the services or modify the features of the Services without prior notice.

GENERAL

1. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to the user if for any reason the Website or its content is unavailable at any time and/or for any period.
2. The user is responsible for making all arrangements necessary for the user to access the Website (including, having access to an internet connection and an appropriate browser).
3. The user is also responsible for ensuring that all persons who access our Website through the user’s registered account or otherwise are aware of these T&C and other applicable terms and conditions, and that they comply with them.

TERM

These T&C shall continue to be valid and binding upon the users until, the user continues to access and use the Website. We may suspend or terminate the user from the use of the Website at Our sole and absolute discretion without any notice and cause. Notwithstanding anything stated under this T&C, these T&C will survive indefinitely unless and until We choose to terminate them.

ELIGIBILITY

1. The user must be competent and eligible to enter into legal binding agreements as determined by the provisions of Indian Contract Act, 1872.
2. The user must be above 18 (eighteen) years of age and must be a citizen of India. However, if the user is below 18 (eighteen) years of age then the user must obtain consent from their parent(s) or legal guardian(s). The parent(s) or legal guardian(s) accept these T&C and agree to take responsibility for: (i) user's actions; (ii) user's use of any of the services, information and functions made available on the Website for the rating, commenting or blogging (iii) user's acceptance and compliance with these T&C.

If the user is below 18 (eighteen) years of age and does not have consent of their parent(s) or legal guardian(s), user must stop using/accessing the Website.

3. The user should be of sound mind and should have a firm contractual capacity.

REGISTRATION

1. The user may access areas of the Website that require registration by becoming a registered member and creating an account in the Website. The user agrees to be responsible for maintaining the confidentiality of the passwords or other account identifiers which the user may choose and all activities that occur under user's account.
2. By registering on the Website, user agrees that:
 - (i) user's account and password are personal to the user and may not be used by anyone else to access the Website;
 - (ii) user will not do anything which would assist anyone who is not a registered user to gain access to any area of the Website requiring registration; and
 - (iii) user will not pass off as and/or impersonate another user.
3. User agrees to notify Us immediately in case of any unauthorised use of the user's password or account identifiers by others.

TERMINATION OF REGISTRATION

1. If the user no longer accepts these terms and conditions, or any future modification to this T&C, user must cease using/ accessing the Website, continued use of the Website indicates user's continued acceptance of these terms and conditions.
2. If, for any reason, We believe that the user has not complied with these T&C, We may, at Our sole discretion, cancel user's access to the registration areas of the Website immediately and without prior notice.
3. We may terminate user's registered account, at our sole discretion, by emailing the user at the email-address used for registration stating that the agreement has terminated.

ACCEPTABLE USAGE

1. The user will not copy, reproduce, republish, download, post, transmit, distribute and/or make available to the public, or otherwise use Our Website and/ or content in any way, except the user's personal and non-commercial use .The user also agrees not to adapt, alter or create a derivative work from Our Website and/ or content. Any other use of Our Website and/ or content requires the prior written permission of Us.
2. Subject to clause 1, the user may download the software from the Website including any files, images incorporated in or generated by such software and data accompanying the software (together, the **"Software"**) where permitted. The user acknowledged that such use/download of software does not transfer the title to the user and Scholastic retains full and complete right, title and interest in and to the Software and all intellectual property rights therein.
3. The user agrees to use Our Website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of Our Website.
4. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on Our Website and elsewhere on the Internet, which are likely to be accessible for a long time and the user has no control over who will read them eventually.
5. It is therefore important that the user is careful and selective about the personal information that the user may disclose about himself/ herself/ itself and others, and in particular, the user should not disclose sensitive, proprietary or confidential information in his/ her/ its comments to Our public sections/forums.
6. Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited. Other than as expressly allowed herein, the user may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website .
7. The user further agrees that he/ she/ it may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. The user acknowledges that he/ she/ it does not acquire any ownership rights by downloading any copyrighted material from or through the Website.
8. If the user makes other use of the Website, or the content, code, data or materials thereon or available through the Website, except as otherwise provided above, the user may violate copyright and other laws of India, other countries, as well as applicable laws and may be subject to liability for such unauthorized use.
9. The user must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The user must not attempt to gain unauthorized access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website.

10. In connection with submissions by users, user further agrees that he/she/it will not submit material that is personal information of himself or any other person; copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless he/she/it is the owner of such rights or have permission from their rightful owner to post the material and to grant Company all of the license rights granted herein.
11. Scholastic does not endorse any user submission or any opinion, recommendation, or advice expressed therein, Scholastic expressly disclaims any and all liability in connection with user submissions. Scholastic does not permit copyright infringing activities and infringement of intellectual property rights on its Website, will remove all content and user submissions if properly notified that such content or user submission infringes on another's intellectual property rights. Scholastic reserves the right to remove content and user submissions without prior notice.

CONTENT

1. The content of the Website, including without limitation, text, copy, photographs, illustrations, graphics and other visuals, is for your personal and non-commercial use only. Any use of the Website or products or services or their contents other than for personal purposes is prohibited.
2. The user may be able to link from the Website to third party sites and third party sites may link to the site ("**linked sites**"). The user acknowledges and agrees that We have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through linked sites. The inclusion of any link to such sites on Our Website does not imply Scholastic's endorsement, sponsorship, or recommendation of that site.
3. Scholastic disclaims any liability for links (1) from another site to this Website and (2) to another site from this Website. We cannot guarantee the standards of any site to which links are provided on this Website, nor will be held responsible for the contents of such sites, or any subsequent links.
4. We do not represent or warrant that the contents of any third-party site are accurate, compliant with applicable law, or compliant with copyright or other intellectual property laws. Also, we are not responsible for any form of transmission received from any linked site. Any reliance on the contents of a third-party site is done at the user's own risk and the user assumes all responsibilities and consequences resulting from such reliance.

NO LIABILITY

1. The content and other information on this Website is provided on an "as is" basis. To the fullest extent permitted by law:
 - (i) excludes all representations and warranties relating to this Website and its content or which is or may be provided by any other third party
 - (ii) excludes all liability for damages arising out of or in connection with the disclosure of the information and/or user's use of this Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in

the normal course of things or the user have advised Scholastic of the possibility of such potential loss), damage caused to the user in any manner whatsoever including but not limited to the user's computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

2. The use of this Website is entirely at the user's own risk, and in no event shall Scholastic be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this Website or sites accessed through this Website, and/or content or information provided herein.

SCHOLASTIC AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION USER TAKES BASED ON THE CONTENT AVAILABLE ON THE WEBSITE. USER MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF ANY AND ALL CONTENT ON THE WEBSITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. The user's sole and exclusive remedy for dissatisfaction with the Website is to stop using the Website.

INDEMNITY

1. The user agree to indemnify, defend and hold harmless Scholastic , its officers, directors, employees, agents from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Scholastic that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the user pursuant to these terms.
2. The user agrees that the user is solely responsible for anything he/ she/ it may post such as any information, content, user information, personal or sensitive data or any sort of query, response, information, etc. on the Website, and that the user agrees to defend, indemnify, and hold Scholastic, its officers, directors, employees, agents harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from the user's violation of these T&C or any claims based upon the user's posts/submissions on the Website.

INTELLECTUAL PROPERTY RIGHTS

1. The trademarks, logos and service marks or any other right associated with intellectual property displayed on the Website shall be the property of Scholastic. The user is not permitted to use the same.
2. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Scholastic owns all intellectual property rights to and the Website including, without limitation, any and all rights, title and interest in and to trade names, service marks, logos, domain name, copyright, related rights, patents, utility models, designs, know-how, trade secrets, designs, graphics and inventions, goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. The user acknowledges and agrees that he/ she/ it shall not use, reproduce or distribute any content from the Website belonging to Scholastic. All those intellectual property rights arising as a result of domain names, internet or any other right available under applicable law shall vest solely and exclusively in Scholastic as the owner of such domain name.

3. The users agree and acknowledge that any infringement of the Intellectual Property Rights of Scholastic will result in legal action against the user.
4. Scholastic respects the intellectual property of others, and We ask Our users to do the same. Scholastic has no responsibility for content on other apps linked to the Website that you may find or access.
5. It is Scholastic's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Scholastic and/or others.

WARRANTY

1. All content is available on "as is" basis, without warranties, representations, or guarantees of any kind. Scholastic disclaims any and all implied warranties respecting content on Website. The opinions expressed in Website are the opinions of the individual author/ independent professional or expert and do not reflect the opinions of Scholastic
2. Scholastic makes no warranties or representations about the accuracy or completeness of the Website's content or the content of any sites linked to the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iii) any interruption or cessation of transmission to or from the Website. We do not guarantee that the Website will be secure or free from bugs or viruses and the users should use their own virus protection software, and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website. Scholastic does not warrant, endorse, guarantee, or assume responsibility for any hyperlinked Website/ content or featured in any banner or other advertising, and Scholastic will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

APPLICABLE LAW AND JURISDICTION

These T&C are governed by the Indian laws, without respect to its conflict of laws principles. The courts of India shall have the exclusive jurisdiction in respect of any and all legal dispute or matter arising out of user's use and access of the Website. The parties expressly agree that in case of any dispute arising out of services rendered, access or use of the Website or content they shall make all attempts to resolve it by amicable settlement.

REFUND/Cancellation

Payment made for registration of the programme is non-Refundable

Scholastic shall not be liable, held responsible nor considered as a party in default for any delay in delivery of product/s due to any unforeseen circumstances which are beyond the control of scholastic or its affiliates and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, Covid-19, acts of any Government authority, delays in obtaining licenses or rejection of

applications under the Statutes, electrical, internet or telecommunication outage or power failure, fire, floods or natural calamity.

COMPLAINTS

Scholastic make all best endeavours to provide User with a pleasant experience. In the event, User have any questions, comments, complaints and requests regarding these T&C or Scholastic Policy, such User may address the same to the designated grievance officer in respect of the Website. Any complaints or concerns with regards to any content on the Website or any breach of the T&C or Scholastic Policy can be directed to the designated officer in writing and the details are as follows

A complaint, concern or query with respect to orders may be raised through an email to info_in@scholastic.asia

ENTIRE AGREEMENT

These T&C shall constitute the entire agreement between the parties and supersedes all other terms and conditions and/ or agreements relating to the subject matter and set out the complete legal relationship between Scholastic and any other party arising from or connected with the subject matter. For the avoidance of doubt, in the case of any conflict between these T&C, and any other agreement, these T&C shall apply.

SEVERABILITY

If any part of these T&C is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the T&C shall continue in effect.

NOTICES

Any and all notices, statements or other communication relating to any disputes, grievances experienced by the user shall be given or made in writing in the English language and delivered by electronic mail or sent by prepaid post with recorded delivery addressed to us at the following address:

A-27, Ground Floor, Bharti Sigma Centre,
Infocity-1, Sec-34, Gurgaon-122001
Haryana
0124-4842800
sf@scholastic.co.in

Scholastic provides these T&C so that You are aware of the terms that apply to your use of the Website. You acknowledge that, Scholastics has given You a reasonable opportunity to review these T&C and that You have read, understood and unconditionally agreed to them

Privacy Policy

This Privacy Policy (“**Privacy Policy**”) for [_____] Website (“**Website**”) is intended to provide users of the Website with clear and complete information about the data and information that the Company (as defined below) collects in connection with the services and the way that data and information is stored and used.

This Privacy Policy applies to the services available under the domain of Website which is owned, operated and maintained by Scholastic India (“the **Company**” or “**We**” or “**Us**” or “**Ourselves**”) and having its registered office at Khasra No. 78 Min., Extended Abadi (Lal Dora), Village Kapashera, Tehsil Vasant Vihar, New Delhi-110037. All the content provided on the Website is general content for informational purpose only (“**Content**”). We are committed to protecting the privacy and information of the users who register on the Website (“**User**” or “**Users**” or “**You**”). This Privacy Policy outlines the usage policies and practices that apply to the Website and also sets forth what all information and/or database the Website gathers (categorized as mandatory or optional) and how We collect, use, hold, share and protect such information collected from the Users of the Website.

Please review the Privacy Policy carefully so that You understand Our privacy practices. In case You have any queries or concerns regarding this Privacy Policy, You should contact us by email at sf@scholastic.co.in.

1. Acceptance of terms of the Privacy Policy by the Users:

This Privacy Policy is to be reviewed along with the Disclaimer (“**Disclaimer**”), which is applicable on You when You access and use Our Website. The defined terms used in this Privacy Policy shall have the same meaning as assigned to them in the Disclaimer. By using this Website, You signify your acceptance of the Privacy Policy and expressly consent to Our collection, use, disclosure, and retention of Your personal information as described in this Privacy Policy. If You do not agree to this Privacy Policy and/or to Our processing of your data/information in the manner outlined in this Privacy Policy, please do not use this Website or submit any personal data to Us. Our Privacy Policy is subject to change at any time without notice. To make sure You are aware of any changes, please review this Privacy Policy periodically. Your continued use of the Website following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes.

BY USING OUR SERVICES OR BY OTHERWISE GIVING US YOUR PERSONAL INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY.

2. Scope of the Private Policy.

This Privacy Policy refers and applies only to the Website. Its main aim is to inform the Users of the way their personal data is collected and processed, providing relevant information to the user, as well as fixing the accessing conditions and the use of the Website.

3. Information collected by the Website

3.1. Personally identifiable information:

Personally Identifiable Information means any information that may be used to identify an individual, including but not limited to the following:

- (a) Information about your personal identity *inter alia* as name, age, sex.
- (b) Your contact details such as your address, postal code, telephone or mobile number and facsimile;
- (c) User ID information such as your username, email address and other security-related information used by You in relation to access and use Our Website and Content. However, the password of your account with the Website automatically gets saved in Our server when You create an account or register with the Website which shall not be accessed by the Company unless desired under any legal obligation.

The aforementioned shall collectively be referred to as **“Personal Information”**. Personal Information will also include any personally identifiable information provided by You in any form during any interaction or communication with Us or any other users of Our Website.

When You use Our Website, We collect and store your Personal Information in order to record, support and facilitate your participation in the activities You select, track your preferences, to provide You with a customized browsing experience, to notify You of any updated information and new activities and other related functions offered by the Website, keep You informed about latest Content available on the Website, special offers, and other products and services of the Website, to assist You with customer service or technical support issues, to follow up with You after Your visit. For the aforesaid purpose, We only collect such personal information that We consider relevant to understand You or Your interests.

Personal Information may also get collected and shared with third-parties if there is content from the Website that You specifically and knowingly upload, share or transmit to an email recipient, online community, Website, or to the public, e.g. uploaded photos, posted reviews or comments, or information about You or

anything posted by You that You choose to share with others through features which may be provided on Our Website. Such uploaded, shared or transmitted content will also be subject to the privacy policy of the email, online community, Website, social media or other platforms to which You upload, share or transmit the content.

3.2 Information we collect during access and use of Our Website:

Apart from any Personal Information provided by You, We may also collect certain non-personal and/or technical information through third-party sources, platforms (such as social networking Websites, databases, online marketing firms, and ad targeting firms) and other channels.

3.3 Information we collect from other sources:

We may access information about You from third-party sources and platforms (such as social networking Websites, databases, online marketing firms, and ad targeting firms), including:

- (a) if You access third-party social networking services (such as Facebook Connect or Twitter) through the Website, we may collect, personal contact information and/or any personal data that is part of your profile on a third party social network (e.g. Facebook) and that You allow that third party social network to share with us (e.g. name, email address, gender, birthday, city, profile picture, user ID, friend list). *You can learn more about the data that we may obtain about You by visiting the Website of the relevant third party social network.*
- (b) demographic data, such as age range, gender, and interests;
- (c) advertisement interaction and viewing data, such as ad click-through rates and information about how many times You viewed a particular ad; and
- (d) unique identifiers, including mobile device identification numbers, that can identify the physical location of such devices at the point of access in accordance with applicable law.

Please note that the Website may combine the information that we collect with information we obtain from third-party sources.

In addition to the above, We may collect information about how You use Our Website such as the date and time You visit the Website, the areas or pages of the Website that You visit, the amount of time You spend viewing

the Website, the number of times You return to the Website, visits to Website outside Our network, and other click-stream data. Some of this data may be shared with partners who referred You to Our Website and who will use the data to optimize who else they refer to Our Website. Sometimes this data can be shared with partners who help Us deliver ads to You on Websites not controlled by Us.

The aforementioned information herein collected by Us under Clause 3.1, 3.2 and 3.3 are collectively referred to as “**Information**”.

4. How will Information be used:

We use the Information to understand your needs and accordingly facilitate Our services and route You through the relevant information that meets your need. We do not sell, rent, trade or exchange any personally identifying information of Our Users. We may provide the Information to Our affiliates and service providers under contract (such as customer care, data analytics) to support the operation of the Website and Our services. To the extent we use your personal information to market to You, we will provide You the ability to opt-in and opt-out of such uses.

We may also use the Information to provide contents and services that are targeted to your interests. By accepting the Privacy Policy, You expressly agree to receive this communications/information. If You do not wish to receive these communications, we encourage You to opt out of the receipt of certain communications in your profile under My Account or by clicking unsubscribe any email communication. You may make changes to Your profile at any time.

4.1 Processing for User Login

We may use the Information for processing your login for Our Website.

4.2 Technical and functional management

We use technical data such as your IP address to help diagnose problems and resolve issues related to functionality of the Website.

4.3 Improvement of Website

We aggregate and analyze the Information that We collect and may use the same to monitor and analyze use of the Website, to increase Our Website's functionality, and to better tailor Our Content and design to suit Our Users'/visitors' needs so as to provide them with a smooth, efficient, safe and customized experience while using the Website.

4.4 Request Fulfillment & to improve customer service

We may also use the Information that We collect to fulfill your requests for products, services, and information, which helps us respond to your customer service requests and support needs, more efficiently. For example, We may use your contact information to respond to your customer service requests or to enable You to participate in features on the Website such as surveys, polls, sweepstakes, and message boards. We may also use information in the aggregate to understand how Our Users as a group use the services and resources provided on Our Website and use feedback You provide to improve Our products and services.

Further, We use the Information to resolve disputes; troubleshoot problems; measure consumer interest in the services provided by Us, inform You about online and offline offers, products, services, and updates; customize your experience; detect and protect Us against error, fraud and other criminal activity; enforce Our User Agreement, and in general to improve the User's experience.

4.5 Email Communications w.r.t Marketing and Newsletters etc.

We may use the Information that we collect to send You e-mail communications, such as editorial updates, information about your account or changes to the Website, newsletters, marketing and promotional messages about Our own or Our marketing partners' products and services that may be of interest to You. It may also be used to respond to your inquiries, questions, and/or other requests. If You signed up for one of Our email newsletters, we will also send You the newsletters that You requested. If You decide to opt-in to Our mailing list, You will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, We include detailed unsubscribe instructions at the bottom of each email or User may contact Us via Our Website.

4.6 Advertising

In order to provide Our Users/visitors with free access to Our content, We display advertisements on the Website, many of which are targeted based on information about You. For example, using Information collected through cookies, web beacons, and other sources, we may use demographic data or information about your online activities or interests to display targeted advertising that may be relevant to your preferences. Through this process, advertisers reach Website visitors who are most interested in their products and You see advertising for products or services in which You may be interested.

Third-party advertisers and advertising platforms also may serve targeted ads on the Website. For more information, please see Our section on third party Websites. Please remember that the information practices of third-party advertisers or websites collecting data on Our Website are not covered by this Privacy Policy.

4.7 Enforcement:

We may use the information that we collect to prevent illegal activities, to enforce the Privacy Policy, and to otherwise protect Our rights and the rights of Our Users.

In addition to the uses identified above, we may use the Information that We collect for any other purposes disclosed to You at the time We collect your information.

5. Disclosure of Information to Others

5.1 Legal Requests and/or Compliance with Applicable Laws

We cooperate with law enforcement and regulatory inquiries, as well as other third parties to enforce laws, such as intellectual property rights, fraud and other rights, to help protect You and the community. Therefore, in response to a verified request by any statutory authority including but not limited to law enforcement agency or other government officials relating to a criminal investigation or alleged illegal activity, we may (and You authorize us to) disclose, as per the applicable laws, some of your personal information as is reasonably necessary to respond /comply with the statutory mandate including but not limited to court orders, or other legal process. We may access, use, transfer or disclose your Personal Information to third parties such as government or law enforcement authorities or private parties, if it is legally and statutorily required to do so under any of the following conditions:

- (i) To satisfy any applicable law, rule, regulation, governmental requests or legal process.
- (ii) To protect and/or defend and/or enforce Our Privacy Policy for online services or other policies applicable to any online services in case of potential violations.
- (iii) To secure Our systems.
- (iv) To respond to claims that an advertisement, posting or other Content violates the rights of a third party.
- (v) To protect the rights, property or personal safety of the Users and the public in general for any reason.
- (vi) To detect, prevent or otherwise address fraud, security or technical issues.
- (vii) To prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

In case of any illegal, ethical or legally actionable activity, We may use IP address or other device identifiers, to identify users, and may do so in cooperation with third parties such as internet service providers, wireless service providers and/or law enforcement agencies, including disclosing such information to third parties, all in Our discretion. Such disclosures may be carried out without notice to You. However, we shall not sell, share or rent the Users Personal Information to any third party or use any users e-mail id for sending any unsolicited mails.

5.2 Other Corporate Entities

We share much of Our data, including Information about You, with Our affiliates, subsidiaries, and joint ventures that are committed to serving your online requests and related services, throughout the world. To the extent that these entities have access to your personal information, they remain bound by the existing Privacy Policy. As we continue to develop Our business, we might sell or buy stores, subsidiaries or business units. In such transactions, Users' Information generally is one of the transferred business assets but shall remain subject to the terms and conditions contained in this Privacy Policy.

5.3 Internal Service Providers

We may employ third party services to facilitate or outsource one or more aspects of the business, product and service operations that we provide to You on the Website (e.g., search technology, discussion boards, bill collection, affiliate and rewards programs, co-branded credit cards) and therefore we may provide some of Your personal information to these internal service providers. These internal service providers' are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of Your personal information for any other purpose except to facilitate the specific outsourced service. In the event of Your direct involvement with the internal service provider, any additional information disclosed by You to them shall be subject to internal service provider's own applicable privacy policy and the Website/Company shall not be responsible for the same.

5.4 With Users' explicit consent

We do not sell or rent Users' personal information to third parties for their marketing purposes, but with Your explicit consent, we may disclose Your personal information (i) to third parties for their marketing and advertising purposes; (iii) to send You promotions, notifications, or other services. However, the Users have the right to opt-in and opt-out of receiving marketing communications about the Company/Website.

6. Protection and Security Information collected by the Website

We take Our security responsibilities very seriously and take all reasonable technical and organizational measures to protect Your Information once we have received them. We use Website security measures consistent with current best practices to protect Our Website, email and mailing lists. These measures include technical, procedural, monitoring and tracking steps intended to safeguard data from misuse, unauthorized access or disclosure, loss, alteration or destruction.

We also have physical, electronic, and procedural safeguards that comply with the laws prevalent in India to protect personal information about You and, accordingly, we take appropriate security measures to protect

against unauthorized access, alteration, disclosure or destruction of Your personal information, username, password, transaction information and data stored on Our Website in compliance with the provisions of the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, to ensure the protection and preservation of your privacy. In addition to the above, we, on best endeavour basis, try to limit access to personal information of Our users to only such users who we believe reasonably need to come into contact with that information to provide products or services to You. However, no data transmissions over the Internet can be guaranteed to be 100 percent secure. Consequently, we cannot ensure or warrant the security of any information You transmit to us and You understand that any information that You share is done at Your own risk.

7. Retention of Personal Information

Unless specified otherwise in this Privacy Policy, we will retain Your Information as permitted or required by applicable law. In some cases, even after cancellation of the User account, your Information may be retained for the purpose of legal and regulatory compliances, resolving disputes, concluding activities related to account cancellation, enforcing Our agreements and Privacy Policy or for any other reason which may be deemed necessary. However, the Information of the User will get anonymized upon cancellation of User account except for the abovementioned purposes.

8. Change in Personal Information

You are responsible for maintaining the accuracy of the Personal Information submitted at the time of login. If there are any changes in Your Personal Information details, You may correct or update the information. To do so, please log into your account, and You will find options for editing the information You have submitted.

9. Disclaimer

This Privacy Policy is to be read with the Disclaimer which together establish the use and limitations of liability governing the use of the Website.

10. Indemnification

You agree and undertake to indemnify and hold harmless Us, from and against any and all suit, dispute, actions, damages, costs and expenses, if any, of whatsoever nature, arising out of or in any way connected with this Privacy Policy, Information and/or Your use or access of Website.

You expressly understand that under no circumstances, including, but not limited to, negligence, shall We be liable to You or any other person or entity for any direct, indirect, incidental, special, or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including but not limited to: (i) unauthorized access to or alteration of Information; (ii) any unauthorized access to or use of Our secure servers and/or any and all Information stored therein.

- 11.** You represent that You have accessed the Website and have provided Information on your own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws. This Privacy Policy is governed by the laws of India and the courts at India shall have exclusive jurisdiction.

12. Changes in this Privacy Policy

We reserve the right to make changes to this Privacy Policy at any time. Although We will post details of all changes made to the Privacy Policy on the Website, however, the same can be changed without prior confirmation to You. We encourage You to visit the Website from time to time to make sure You are aware of any changes and/or latest information on Our Privacy Policies and practices. We shall not be liable for any damages You may suffer as a result of failure to provide You notice of any changes to this Privacy Policy as set forth herein.