

## **PRIVACY POLICY**

### **I. INTRODUCTION**

Gypa Media Private Limited (the “**Company**”), an entity duly incorporated under the Companies Act 2013, owns and operates the interactive website “[www.chamko.me](http://www.chamko.me)”, its mobile-friendly website and the mobile application (the “**Channel**”). The Company provides digital media and marketing services in the territory of **India** through its Channel.

For the purpose of this Privacy Policy (the “**Policy**”), the use of terms like “we”, “us” and “our” refer to the Company and the terms “you” and “your” refers to the User (*defined below*).

We value and respect the privacy of our Users (*defined below*) and are committed to ensuring the safety and protection of their Data (*defined below*). Hence, we hereby provide this Privacy Policy (the “**Policy**”) explaining our privacy practices for the protection of your Data. The procedure for handling and securing the User information shall be governed by this Policy; the Information Technology Act 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and all applicable legislation relating to privacy or data protection in other jurisdictions (individually and collectively referred to as the “*Regulation(s)*”).

We may collect, store, use and process the Personal Data (*defined below*) and information provided by you while accessing, visiting and using the Channel for the purpose of providing you with the required services. In pursuance of the foregoing, this Policy inter alia governs the manner of collection, storage, usage, processing and protection of your information by us including the type of data collected, the manner of collection, the purpose of collection and the intended use, disclosure of information, etc. By accessing, visiting and using the Channel, you consent to the provisions stipulated in this Policy. You are advised to carefully read this Policy, prior to using and accessing the Channel and in the event, you disagree with its provisions, discontinue such use and access.

## II. DEFINITIONS

1. **'COOKIES'** refers to the information tracked automatically and stored by the web browser or on the hard drive of your device and helps in remembering the information provided by a particular User.
2. **'DATA'** shall mean and refer to the Personal Data and the Non-Personal Data collectively.
3. **'NON-PERSONAL DATA'** shall mean and refer to any other information that may be collected by us while your visit or use of the Channel and includes information about your device, Internet Protocol (IP) address, operating system, browser type and version, geographical location, URLs of referring/exit pages, pages visited, device ID, amongst others.
4. **'PERSONAL DATA'** shall mean and refer to the information that identifies a specific User, who can be identified, directly or indirectly, in particular by reference, such as name, identification number, contact details, location data or to one or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that User.
5. **'PROCESSING'** includes activities such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.
6. **'SERVICES'** shall mean and refer to all the services provided by the Company through the Channel.
7. **'SENSITIVE PERSONAL INFORMATION'** shall have the same meaning as defined under Section 3 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.
8. **'USER'** shall mean and refer to the individuals who have registered on the Channel.
9. **'VISITOR'** means an individual who otherwise accesses the Channel, without registration.

### **III. TERMS AND CONDITIONS**

This Policy applies to any person who accesses the Channel to gain information about the Company and its Services or has registered on the Channel as a User. You hereby agree not to provide the Personal Data of any other person as you understand and agree that the same is a criminal offence and punishable under the prevailing laws.

This Policy governs the access, collection, usage, handling, storage and disclosure of such Personal Data in accordance with the terms as given below:

#### **1. WHAT DATA DO WE COLLECT AND HOW WE COLLECT IT?**

##### **1.1. PERSONAL DATA**

- (a) When you register on the Channel to avail the Services offered by the Company, we may ask you to provide us with certain Personal Data, however the same is optional. If you elect to engage yourself and avail the Services provided through the Channel, you shall be under the obligation to register on the Channel, for which you shall be asked to provide us with:
  - i Your name, gender, marital status, email address, mailing address, phone number, age, professional information, bank account details, cancelled cheque image, PAN number and image, Aadhar number and image, or other any other detail, as required with respect to your engagement with the Company.
  - ii The details regarding the debit or credit card information, expiry date, authentication codes, banking, UPI Id, wallet details or any other information required for the purpose of transacting with the Company.
- (b) For the purpose of this Policy, Personal Data shall also include your user id/log-in Id and password for accessing the Channel.
- (c) Further, you can also register on the Channel through your social media handles, i.e. Instagram, youtube, facebook, helo, Vigo, sharechat profile links. When you register using such accounts, we shall retrieve your Personal Data from such account in order to interact with you for providing the Services.

- (d) We collect your Personal Data when you:
  - i Register on our Channel for the purposes of creating your profile and availing the Services;
  - ii Provide feedback, comments, respond to a survey, or communicate with us.
  - iii Submit your queries with us regarding the Services or have any issues/complaints regarding the same.
- (e) The information collected from the reviews posted by the Users is used by the Company for the purpose of improving the Services and making the Channel more user-friendly. This data helps the Company to identify the User preferences, and accordingly, develop additional services to suit the Users.
- (f) It is optional for you to engage in the activities on the Channel. If you choose to not provide your Personal Data, you may not be permitted to engage in an activity or service on the Channel and your access to the Channel may become restricted.

## 1.2. **NON-PERSONAL DATA**

Non-Personal Data is used to analyze trends, track User movements across the Channel, administer the Channel, collect demographic information so as to develop an understanding of your needs and preferences to customize our Channel, features, and Services accordingly. Except where it is expressly mentioned in this Policy, this information is not mixed or commingled with your Personal Data. Users are advised to note that this is statistical data about the User's browsing actions and patterns and does not identify any individual. We use such information for the improvement of the Services we offer through the Channel.

## 1.3. **COOKIES**

- (a) Cookies are generated and stored on your device when you browse the Channel in order to remember information about you. This is done so as to recognize your device and set your preferences as per your usage of the Channel. Cookies contain information that is transferred to your computer's hard drive, which helps us to improve our site and deliver a better and more personalized experience of the Channel to the Users. Some of the cookies we use are essential

for the site to operate. Your continued usage and access of the Channel denotes your consent to our usage of cookies.

- (b) Cookies are used so as to enable functions of the service, provide analytics, storing your preferences, deliver advertisement, etc. Cookies help us understand how the Channel is being used to improve your experience. Cookies can generally be categorized as (i) First-Party; (ii) Third-Party; (iii) Session and Persistent Cookies.
  - i **First-party** Cookies are cookies that are placed on your device by us.
  - ii **Third-party** cookies are operated by third parties that can recognize your device both when it visits our Channel and when it visits other websites or mobile apps. We do not control how third-party cookies are used, and we encourage you to check the websites of any third-party cookie providers for more information about how they use Cookie information.
  - iii **Session Cookies** enable you to stay logged in on the Channel and Persistent Cookies recognize you every time you return. Session Cookies are deleted at the end of a session when you exit the browsers, while the **Persistent Cookies** stay for a longer period and are stored and remain valid till their date of expiry unless deleted by you prior to the said date.

## 2. HOW WE USE YOUR DATA

- 2.1. We assure you that the information collected and stored by us shall not be used and processed for any unlawful, illegal or illicit purposes and shall be used only for the purpose of providing the Services.
- 2.2. The purpose of the collection of your Data has been delineated below:
  - (a) Sending the verification code or OTPs while creating a User profile on the Channel and for other purposes as deemed appropriate by the Company;
  - (b) Provide personalized content and information to you and others, which could include online ads or other forms of marketing;
  - (c) To protect the User's profile from any unauthorized access as the messages for every access from an unauthorized device is sent on the registered number as provided by the User.

- (d) Remember information so you will not have to re-enter it during your visit or the next time you visit the Channel;
- (e) to process transactions;
- (f) for following up with the Visitors and Users;
- (g) to send out periodic emails;
- (h) Customizing and tailoring our Services to suit your requirements.
- (i) For research and analysis so as to improve and develop the Channel and Services.
- (j) To create a safe environment to ensure security, detection, prevention and investigation of fraud, unauthorized use, violation of our terms and to comply with any legal obligations.
- (k) For providing customer support services
- (l) for any other purposes as deemed appropriate by the Company.

### **3. DISCLOSURE AND SHARING OF DATA**

- 3.1. Except where otherwise expressly provided, the information collected by us shall not in any manner be disclosed to any unaffiliated third-party. We may, however, disclose your information to our domestic or international affiliates, subsidiaries, joint venture partners, licensees, and representatives, solely for the purposes stipulated in this Privacy Policy.
- 3.2. We may work with and outsource certain services to third-party vendors, consultants, agents, and service providers so as to enable us to provide our Services more efficiently. The outsourced services may include without limitation (a) marketing (b) billing (c) backup and storage (d) payment processing (e) analysis (f) customer database management (g) providing customer services and technical support (h) and such other services in order to maximize our business. In pursuance of the aforementioned outsourcing, we may disclose your information to such third-party service providers. We do not sell, share, rent or trade any of your Personal Data with third parties for their own promotional purposes.

- 3.3. We may disclose the aggregated statistics, demographic reports developed by us by analyzing your usage patterns and behaviour to third parties. Such statistics and reports contain anonymous information such as gender, preferences, pages frequently visited that do not constitute personally identifiable information. The information is used in a manner such that no single person can be identified using such compilations.
- 3.4. In the event of a business transfer, undertaking or assets, whether in whole or in part as a result of a merger, acquisition, restructuring, reorganization or otherwise, your information may be disclosed to the transferee to the extent of such transfer, and we shall make reasonable efforts to protect your information in accordance with our Privacy Policy. We will notify you of the change in control and use of your Personal Data and of options you may have regarding the same.
- 3.5. We may disclose information where we believe disclosure is necessary or required (a) by law or regulation, in order to comply with legal process or government requests (including in response to public authorities to meet national security or law enforcement requirements), or (b) to exercise, establish or defend our legal rights.
- 3.6. For any other purpose, we may disclose your Personal Data with your consent.

#### **4. DATA RETENTION**

- 4.1. We may retain and use your Personal Data as necessary to comply with our legal obligations or to resolve disputes. Consistent with these requirements, we will try to delete your Personal Data within the time limits imposed by applicable law if any upon request. When we have no justifiable business need to process your Personal Data, we will either delete or anonymize it, or, if this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.
- 4.2. You may withdraw your consent to submit any or all Personal Data or decline to provide any permission on the Channel by sending an email to us on **info@chamko.me**.

## **5. WITHDRAWAL AND REVIEW**

- 5.1. You have the right to review the information provided by you and ensure that any data and information found to be inaccurate or deficient shall be corrected or amended as feasible. We shall not be responsible for the authenticity of the data and information supplied by you.
- 5.2. You shall, at any time while availing the services or otherwise, also have an option to withdraw your consent given earlier. Such withdrawal of the consent shall be sent in writing to us at **info@chamko.me**. Your withdrawal shall not affect the lawfulness of any processing based on the consent granted prior to your withdrawal. When you withdraw consent, you acknowledge that it may negatively affect the quality of our Services and we shall not be able to provide the Services.

## **6. SECURITY OF DATA**

- 6.1. We employ and maintain administrative, technical and physical measures, policies and procedures to ensure the security, integrity and the confidentiality of your Data against any accidental, unauthorized, unlawful access, disclosure, alteration, loss or destruction including (a) guidelines on proper disposal of Data when no longer required (b) access controls on electronic system to maintain, access or transmit Data (c) access restrictions to locations containing Data (d) encryption of electronic Data (e) dual control procedures (f) testing and monitoring of electronic systems g) procedures to detect actual or attempted attacks or intrusions on systems containing Data. Your Data is provided only to authorized persons and we use SSL technologies for the protection of your Data.
- 6.2. We strongly recommend you do not share your login Id and password (“credentials”) or bank account details with anyone under any circumstances. Any personnel of the Company would never contact you to provide your credentials or bank account details; hence you are advised to not entertain such faux calls or messages.
- 6.3. Despite our best efforts, no website, database or system is completely secure. As a result, We do not guarantee or warrant the security of any information you transmit through the Channel and you do so at your own risk. If you have a reason to believe that your interaction with the Channel is no longer secure, you should forthwith notify us of the same at **info@chamko.me**.

## **7. THIRD-PARTY LINKS AND CHANNELS**

The Channel may contain links to third-party platforms and the same shall not constitute, in any manner whatsoever the Company's endorsement, sponsorship, or recommendation of such third-party Channels or their products, services, content, and offerings. The Company is not responsible for examining or evaluating any third-party platform and does not make any representation or warranty for their products, services, content, and offerings or their terms of use and privacy practices. In the event any Visitor or the User accesses such Channels he/she shall do so at his/her own risk and expense and apprise himself/herself of their terms and conditions and privacy practices.

## **8. LIABILITY AND WARRANTY**

8.1. Although we have implemented and employed the necessary internet security methods and technology to secure the information and data transmitted to us, the security of the data transmitted over the internet cannot be absolutely guaranteed; thereby we cannot ensure or warrant the security of any information that you transmit to us. Accordingly, the Users share their Personal Data with us entirely at their own risk. In light of the above, the Company declares as follows:

- (a) We shall not be held liable for any loss or injury caused to you, as a result, voluntary disclosure of the Personal Data by the User to a third party.
- (b) Further, notwithstanding anything contained in this Policy, we disclaim all the warranty for any loss, damage or misuse of the Data.
- (c) We disclaim all the warranty and take no responsibility and liability for the privacy practices and security of Data collected by the third party website linked to our channel and services that are outside our control.

## **9. MINORS**

Our Services are not directed for use by individuals below the age of 14 years and we do not knowingly collect their Personal Data from minors until they have the consent from their parent or guardian to use the Services. If a parent or guardian becomes aware that his or her child has

provided us with Personal Data without their consent, they should contact us at [info@chamko.me](mailto:info@chamko.me). If we become aware of the same, we will take steps to delete such information from our files and block access of that individual to our Channel.

#### **10. HOW TO CONTACT US ABOUT A DECEASED USER**

In the event of the death of a User, please contact us on [info@chamko.me](mailto:info@chamko.me). Should we require any other information, we shall contact you at the email address provided in your request.

#### **11. AMENDMENTS**

We may review and update this Privacy Policy periodically in response to changing legal, technical and business developments. When we update this Privacy Policy, we will note the date of its most recent revision above. If we make material changes to this Privacy Policy, we will take appropriate measures to inform you in a manner that is consistent with the significance of the changes we make and is in accordance with applicable law. We encourage you to review this Policy frequently to be informed of how we are protecting your information.

#### **12. GRIEVANCES AND CONTACT DETAILS**

The Users are requested to note that in case they face any trouble regarding the Services or wish to report a security breach or have an issue that you are unable to resolve or otherwise require any other assistance with respect to the Channel or this Policy, you may contact our Grievance Officer at:

E-mail: [info@chamko.me](mailto:info@chamko.me)

Telephone: (+91) 8287172827