

## PRIVACY POLICY

This Privacy Policy ("Policy") is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011. The Policy is an 'electronic record' as contemplated under section 2(t) of the Information Technology Act, 2000 and the rules. This Policy being an electronic record is generated by a computer system and does not require any physical or digital signature.

## INTRODUCTION

The website [www.aliway.in](http://www.aliway.in) ("Website") is operated by Aliway LLP, a company incorporated under the laws of India ("Aliway") having its registered office at Calicut Airport, Maliyekkal Tower – 673647

Users are requested to read and understand the Policy very carefully before using or accessing the Website. Through this Policy, Aliway LLP intends to convey the manner in which the user's information is collated and used by ALIWAY while providing the services of the Website. This Policy is binding on every user of the Website and users who do not agree with the terms of this Policy should not use or access the Website.

Aliway LLP reserves its right to change, edit, alter, amend, modify, review, revise or substitute this Policy with or without notice. By using the Website, the user's signify they have carefully read, understood and agree to be bound by this Policy and the users expressly and voluntarily accept this Policy including any change, modification or substitution made to the Policy from time to time. Aliway LLP reserves its right to refuse services to any user who does not accept or violates the terms of this Policy.

## USER INFORMATION

'User information' for the purpose of this Policy includes the user's personal information that can be used to uniquely identify or contact a single person including name, email address, residential address, phone number, photograph and other information collected by Aliway LLP to provide specific services to the user through the Website. The user has the option not to provide User Information if the user wishes not to avail the specific service for which the User Information is required.

If any user is providing any User Information on behalf of any corporation, company, institution, association or other entity, the user should be authorized by such corporation, company, institution, association or other entity to provide such information to Aliway LLP.

Aliway LLP collects information from the user when creating a user account or when the user is browsing for products, transacting an online purchase of products through the Website or while

posting comments, uploading content or participating in any offers or contests or availing special gifts or communicating with customer support by phone, email or otherwise.

Aliway LLP receives, scrutinizes and stores User Information for security and technical reasons such as IP address, login id, email address, password, device connection information transaction history, date, time and duration of session on the Website.

Aliway LLP automatically receives the URL of the site from which a user came and the site to which the user goes when the user leaves the Website. The Website receives the IP address of the user's computer and the type of web browser a user is using, email patterns, etc. Aliway LLP will occasionally ask the user to complete optional online surveys. These surveys may ask the user for contact information and demographic information (eg. zip code, age or income level).

Sometime the Website uses cookies so that the Website can provide the user with more customised information when the user returns to the Website. "Cookies" are used to store user preferences and to track user trends, so as to enhance the user's interactive experience and generally improve the Website's services to the user. The user can set the browser to notify the user when the user is sent a "cookie", giving the user the chance to decide whether or not to accept it. If the user accepts a "cookie", the user agrees to the use of any User Information collected by the Website using that cookie. The user may update the profile information of the user at any time on the Website.

The user can add or update the User Information on a regular basis. When the user updates the User Information, Aliway LLP will keep a copy of the prior version for its records.

## USE OF INFORMATION & DISCLOSURE

The User Information is primarily used by Aliway LLP to facilitate a better, customized and convenient use of the Website's services. The User Information is used by Aliway LLP inter alia to (i) respond to the user's queries, requests and inquiries; (ii) update new features of the Website, (iii) improve and customize the Website's service, (iv) detect and prevent fraud and abuse of the Website, (v) examine the identity of the user's and the authenticity of offers, delivery or transfer of offers, etc. (vi) administer the Website, (vii) inform any change in the Terms of Use or this Policy or the Terms and Conditions of Sale, (viii) send surveys and marketing communications that Aliway LLP believes may be of interest to the user; (ix) personalize the user's experience on the Website by presenting advertising, products and offers tailored for the user; (x) help the user address its problems with the Website including addressing any technical problems; (xi) complete and fulfill the user's purchase, process payments, communicate with the user regarding the user's purchase and provide the user with related customer service; and (xii) protect the integrity of the Website.

User Information is used and disclosed if required to do so by law or in the good faith and belief that such disclosure is reasonably necessary to respond to notices, court orders, or other legal process. Aliway LLP may disclose User Information to law enforcement officers, third party rights owners, or others that is in its opinion reasonably necessary to enforce the Website's Terms of Use, this Policy and Terms and Conditions of Sale. Aliway LLP will share some or all of the User Information with another entity should Aliway LLP merge with, or be acquired by that entity or receive investments from that entity.

Aliway LLP may disclose aggregated information about the use of the Website, but it will never contain User Information that will identify a single user. Aliway LLP does not trade or sell User Information in any manner, except as specified in this Policy or if express consent is sought from the user. Aliway LLP understands that the User Information is very crucial and is important for the user. The user agrees and acknowledges that the User Information is disclosed or shared with: (i) third party vendors for delivery of the products ordered through the Website, (ii) third party service providers engaged by Aliway LLP to perform the services on Aliway LLP's behalf, (iii) third party service providers for the purpose of the Website's security, maintenance, repair or other technical reasons.

Aliway LLP may, if the user so chooses, send direct advertisement mailers to the user at the address given by the user. The user has the option to opt-out of this direct mailer by clicking at the unsubscribed link option attached to e-mail. Aliway LLP respects the user's privacy and if the user does not want to receive e-mail or other communications from Aliway LLP, user may inform the same to our customer care service.

## SECURITY & USER RESTRICTION

Aliway LLP implements standard measures to protect against unauthorized access to and unlawful interception of the User Information. However, no internet site can fully eliminate security risks. Aliway LLP endeavors to take all measures to protect the security, integrity and confidentiality of the User Information against unauthorized breach and hacking. For the purpose of checking possible vulnerabilities and attacks, Aliway LLP may conduct periodical internal review of data and security measures on the Website. Aliway LLP may use such software as it determines is best for maintaining security. However the internet is not absolutely a secure environment, and the Website cannot ensure or warrant a 100% security of the User Information.

If any user is provided with any identification code, password or any other piece of information as part of the Website's security procedure, the user should treat such information as confidential, and the user should not disclose it to any third party including to other users. To prevent third party's access to the Website the user should sign out from the user account after availing the services through the Website. Aliway LLP has the right to disable the identification code or password, whether chosen by any user or allotted by Aliway LLP, at any time, if the user fails to comply with instructions or terms, conditions or policies of Aliway LLP.

The user is solely responsible for the activities that occur under the user's account including the confidentiality of the user's password and Aliway LLP is not responsible for the same. While using and accessing the Website, the user is responsible for maintaining the confidentiality of the user's account and for restricting access to the user's computer or other system or equipments through which the user uses and accesses the Website.

Notwithstanding anything contained in this Policy or elsewhere, Aliway LLP shall not be held responsible for any loss, damage or misuse of the User Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "Force Majeure Event" means any event that is beyond the reasonable control of Aliway LLP and includes, without limitation, fire, flood, explosion, acts of God, civil commotion, strikes, lock outs or industrial action of any kind, riots, insurrection, war, acts of government, power failure, sabotage, computer hacking, unauthorised access to computer data and storage device, system failure, virus, attacks, bugs, computer crashes, breach of security and encryption.

### THIRD PARTY WEBSITES AND LINKS

Website may provide or be linked with other websites and advertisements. Aliway LLP is in no way responsible for the privacy practices or content of such websites. The linked websites or advertisers are not necessarily under the control of Aliway LLP and Aliway LLP expressly disclaims all liability associated with the content and the use of such websites and advertisements. Display of any third party advertisements on the Website shall not be construed as an endorsement or promotion of any products or services by Aliway LLP. The user should read the privacy policy of each and every linked website and any access or use of the linked websites is entirely at the user's own risk. Aliway LLP is not responsible for any direct, indirect, solicited or unsolicited communication made by any of these linked third party websites or advertisers or their respective agents or representatives, to the users including by telephone, email, mobile phones and facsimile.

These linked third-party websites and advertisers may use various technologies to receive the user's IP address and personal information. The third party advertisers may also use cookies, JavaScript, web beacons and other technologies to gauge the effectiveness of their advertisements and to personalize advertising experience and content. Aliway LLP does not have any control over the cookies or technologies that advertisers or websites may use and the user should contact them directly for more information about their privacy practices and policies.

Based on the User Information including the nature of products purchased by the user through the Website, Aliway LLP may display personalized third party advertisements on the Website. When the user clicks on the advertisement link, the third party advertisers may assume that the user has met the criteria that was used to personalize the advertisement. The user

acknowledges and agrees that in no event Aliway LLP is responsible to the user accessing the services of third party advertisers or other websites.

## GENERAL TERMS

This Policy is to be read in conjunction with and shall be deemed to be part of the Website's Terms of Use and Terms and Conditions of Sale.

The User Information resides in Aliway LLP's database for a certain period of time even after the user ceases to use or access the Website and in such cases Aliway LLP is not be liable for any usage of the User Information after the user ceases to use or access the Website.

The Users agree and acknowledge that User Information collated through the Website could be stored and processed in any other country across the world. The users acknowledge that for effective provision of the Website's services in respective territories including territories outside India, the User Information may be stored or processed by trusted third parties. Whenever the User Information is shared with trusted third parties in countries outside India, Aliway LLP endeavours that the User Information is transferred in accordance with the applicable laws of India.

The user should be aware that the User Information or other data, the user provides to the Website for availing the services or transacting through the Website could be read, collected, or used by other users or third parties in which case the User Information might be used for sending unsolicited messages or communications for which Aliway LLP is not responsible.

The user agrees and acknowledges Aliway LLP's right to utilize the user's posts, contents, information and other personal data for the purpose of providing services through the Website. The contents on the Website may contain comments, post and reviews posted by the users which may be public and searchable on the internet in which case the user's comments, post reviews and information and personal data provided to the Website may be viewed by other users and Aliway LLP cannot guarantee that other users or third parties have not made copies of or used the ideas and information that the user has shared on the Website.

## GRIEVANCE OFFICER

In case of any complaints or grievances, the user may contact the Grievance Officer as under:

Mr. Shoukath Ali  
info@aliway.in

## GOVERNING LAW AND JURISDICTION

The terms and conditions of this Policy shall be governed by Indian Law and the courts in Manjeri shall only have exclusive jurisdiction to resolve any disputes.