

# PRIVACY POLICY

The following terms of the privacy policy ("**Privacy Policy**") are by and between 'Usekiwi Infolabs Private Limited, a company duly incorporated in India ("Company"), which runs and operates the Affordplan website and/or mobile application ("**Application**" or "**We**" or "**Our**") and the end-user / customer ("**End-User**" or "**You**" or "**Your**") of the Application. This Privacy Policy shall be effective at the time the End-User accesses the Application to avail the Services (defined below). If the End-User does not agree to be bound by the terms of this Privacy Policy as set-out below, the End-User may not access the Application.

(Collectively, hereinafter the '**Application**' and the '**End-User**' shall be referred to as the "**Parties**" and individually as the "**Party**")

## 1. 1. Definitions and Interpretations:

1.1. In this Privacy Policy, except where the context otherwise requires, the following words and expressions shall have the following meaning:

- a) "Privacy Policy" shall mean the meaning assigned under the array of Parties above.
- b) "End-User" or "you" or "your" shall mean the meaning assigned under the array of Parties above.
- c) "End-User's Data" shall have the meaning assigned to it under Clause 2 of this Privacy Policy.
- d) "Services" shall mean the meaning assigned to it under Clause 1 of this Privacy Policy.
- e) "Application" or "we" or "our" shall have the meaning assigned under the array of Parties above.

1.2. In this Privacy Policy (unless the context requires otherwise):

- a) Any reference herein to any Clause is to such Clause of this Privacy Policy.
- b) The expression "this Clause" shall, unless followed by a reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs.
- c) The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Privacy Policy as a whole.
- d) The headings are inserted for convenience only and shall not affect the construction of this Privacy Policy.
- e) Words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neutral genders.
- f) Any date or period as set out in any Clause of this Privacy Policy may be extended with the written consent of the Parties, failing which, time shall be of the essence.
- g) Time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following business day if the last day of such period is not a business day.
- h) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.

i) Reference to statutory provisions shall be construed as meaning and including references also to any amendment, consolidation, replacement or re-enactment (whether before or after the date of this Privacy Policy) for the time being in force and to all statutory instruments, orders or other subordinate legislation made pursuant to such statutory provisions.

## **2. Scope of Applicability:**

Please note that the privacy of the End-User is important to us. We value the trust of the End-User and are committed to protecting and safeguarding the End-User's Data (defined below). This Privacy Policy, which we update from time to time, describes inter alia how the Application shall use the End-User's Data (defined below). It also tells the End-User how the End-User can contact us, if the End-User has questions about the End-User's Data (defined below) shared with us.

The Application provides a platform through its website and/or mobile app and facilitates transactions between the Company and End-User. The End-User's Data that follows applies to all of these transactions (Hereinafter referred to as the "Services").

## **3. Nature of End-User's Data:**

When the End-User purchases a pre-payment plan through the Application, the End-User will be asked the required information:

a) Profiling Information: Information, which you provide when you subscribe or register for a Service. Information about your identity, including but not limiting to, your name / guest name, nationality, gender, marital status, age, your email address, product details and particulars thereof (if any);

b) Your financial information, such as, your banking details and any information relating to your income;

c) Your contact details such as your physical addresses, postal addresses, telephone and fax numbers and the like;

d) Your medical details such as details of disease or ailment, previous medical history or records etc.;

e) Payment and Account Information: Your account history with us including (without limitation) all billing information and communications, payment history etc;

f) Service Usage: Information about your navigation using our Services;

g) Transactional Information: Transactional history (other than banking details) about your orders;

h) Correspondence Information: Content, information about your correspondents, and the destination/origin of communications between you and any other person using our Services, which include email communications, blog, chat room and discussion board communications, instant message communications, experts forum communications, fax mail communications, membership of mailing lists etc. as applicable;

i) User IDs: Your usernames, passwords, email addresses and other security-related information used by you in relation to our Services; and

j) Stored Information: Data either created by you or by a third party and which you wish to store on our servers such as image files, documents etc.

To make it easier to manage your buying, you can open a user account. This allows you to save your personal settings; review previous plans availed and manage future planning.

When you visit our Application, even if you do not make a purchase, we may collect certain information, such as data that identifies your computer/mobile device, device-specific settings and characteristics and latitude/longitude details etc.

(Collectively, the above end-user's data along with the 'Targeting Data (defined below)' shall be hereinafter referred to as the "**End-User's Data**")

#### **4. Purpose of End-User's Data:**

**4.1. Transactions:** First and foremost, we use the End-User's Data to complete and administer your online transactions / purchased plans from the Application.

**4.2. Account Administration:** We offer a user account facility on our Application. We use the information you give us to administer this, allowing you to manage your purchase, take advantage of special offers, make future transaction more easily and manage your personal settings. Managing personal settings allows you to see plans that you have purchased before.

**4.3. Marketing Activities:** We also use your information for marketing activities, as permitted by applicable laws, such as, the following:

a) When you make a purchase from the Application or set up a user account, we may use your contact information to send you news about similar offers and plans. We also send our End-Users regular newsletters by email. You can opt out, or unsubscribe, from marketing communication at any time .

b) Based on the information you share with us, individualized offers may be shown to you on the Application, in mobile apps or on third-party applications, including social media websites.

c) When we believe that a particular offer may be of interest to you, we may decide to make contact with you by phone given at the time of making the transaction through the Application.

**4.4. Other Communications:** There may be other times when we get in touch by email, by post, by phone or by texting you, depending on the contact information you share with us. There could be a number of reasons for this, such as, the following:

a) We may need to respond to and handle plans you have purchased.

b) If you have not finalized a purchase online, we may email you a reminder to continue with your transaction. We believe that this additional service is useful to you because it allows you to carry on with a transaction without having to search for the plan again or fill in all the required details from scratch.

c) When you use our Services, we may send you a questionnaire or invite you to provide a review about your experience with the Application.

d) We may also send you other material related to your transaction, such as how to contact the Application, if you need assistance while you are away, or a summary of previous transactions you made using the Application.

**4.5. Market Research:** We sometimes ask our users to take part in market research. Any additional details that you give us as part of the market research will only be used with your consent.

**4.6. Fraud Detection and Prevention:** We may use the End-User's Data for the detection and prevention of fraud and other illegal or unwanted activities or disclose the End-User's Data if required as per the applicable laws.

**4.7. Improving Our Services:** Finally, we use the End-User's Data for analytical purposes, to improve our services, enhance the user experience, and improve the functionality and quality of our Services.

In certain circumstances, we may share the End-User's Data with third parties, such as, the following

**4.8. Third-party Service providers:** We may use third-party service providers to process the End-User's Data on our behalf for the purposes specified above. To further elaborate in this regard, we may instruct third parties to contact you. When a purchase requires it, we may also work with third-party payment service providers to facilitate payment or payment guarantees. We also work with third-party advertisement networks to market our services on other platforms, or involve third-party providers for analytical purposes. These third parties involved in any of these services will, as far as may be feasible, be bound by confidentiality agreements and will not be allowed to use the End-User's Data for any purposes other than those specified herein.

**4.9. Competent Authorities:** We may share information with our business partner, for example, as part of the administration of your account, in order to manage your plan, so that they can address queries related to your transaction and for marketing purposes. In this context, your information is governed by the privacy policies of the respective business partners.

## **5. End-User's Data Security Safeguards:**

**5.1. Reasonable measures:** In accordance with the applicable laws, we observe reasonable procedures to prevent unauthorized access and the misuse of the End-User's Data.

**5.2. Authorized access:** We use appropriate industrial practices and procedures to protect and safeguard the End-User Data you share with us. We also use security procedures and technical and physical restrictions for accessing and using the End-Users on our App. Only authorized personnel are permitted to access End-Users in the course of their work.

**5.3. Prohibitions on Children:** The Services offered on the Application are not directed at children under 18 years old. The use of any of our Services is only allowed with the valid consent of a parent or a guardian in such case. If we receive information from a child under 18 years old, we reserve the right to cancel such plan without any intimation to you.

**5.4. Contact:** You always have the right to review the End-User's Data we keep about you. You can request an overview of your End-User's Data by emailing us at [info@affordplan.com](mailto:info@affordplan.com). In the email, please write "Request For End-User's Data" in the subject line of your email and include a copy of your identity card to help us prevent unauthorized individuals from accessing the End-User's Data.

If the End-User's Data we have for you is incorrect, we will update it at your request. You can also ask us to remove your End-User's Data from our customer database by sending an email to [•] by sending an email with subject line "Request for removal of End-User's Data". However, we may need to retain certain information, for example,

for legal or administrative purposes, such as record keeping or to detect fraudulent activities. You can delete your user account or uninstall the Application at any time.

#### **6. Amendment / Modification:**

The Application reserves the right to modify this Privacy Policy at any time with or without any further notice(s) by uploading the revised Privacy Policy on the Application and it is the duty of the End-User to keep itself aware of the revisions to the Privacy Policy of the Application.

#### **7. Limitation of Liability:**

NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRIVACY POLICY, THE APPLICATION, THE SERVICES, THE TRANSACTION, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES BEYOND THE VALUE OF THE LAST TRANSACTION CARRIED OUT BY THE END-USER THROUGH THE APPLICATION.

#### **8. Miscellaneous:**

**8.1. Electronic Communication:** The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the purposes of this Private Policy.

**8.1. Electronic Communication:** The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the purposes of this Private Policy.

**8.2. Entire Agreement:** This Privacy Policy constitutes the complete and entire agreement between the Parties on the subject of 'privacy norms of the Application' and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the Parties to this Privacy Policy.

**8.3. Severability:** If any provision of this Privacy Policy shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall no effect the other provisions of this Privacy Policy, which shall remain in full force an effect.

**8.4.** In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Privacy Policy or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.