

## **PRIVACY POLICY**

### **1. INTRODUCTION:**

- 1.1. This Privacy Policy governs your use of the Website maintained by Loylty in the course of providing Services to Users.
- 1.2. By visiting this Website, and/or using [either in part or in full] any of the Services offered on or through this Website, you explicitly agree to the terms of this Privacy Policy as may be in force and effect from time to time. We would urge you to keep visiting this Privacy Policy on the Website so that you can stay abreast of all changes that may be made to the Website and this Privacy Policy, the Website and this Privacy Policy it from time to time
- 1.3. This Privacy Policy does not apply to information that you may provide to Us, or that we may obtain, other than through the Website, such as by phone, through postal mail, through other interactive, or print mediums or by our business partners, or any other information or communications that may relate to Loylty.
- 1.4. This Privacy Policy shall be interpreted under the laws of India only, regardless of the location of Users.
- 1.5. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Terms of Use.

### **2. DEFINITIONS:**

- 2.1. “**Loylty**” means Loylty Rewardz Management Private Limited bearing CIN # U74140MH2006PTC162836 a company incorporated under the Indian Companies Act and having its registered office at The Qube, A-703, M.V. Road, Marol, Andheri-Kurla Road, Andheri [East], Mumbai – 400 059 and/or its affiliates and subsidiaries and includes “**We**”, “**Us**”, “**Our**” or other similar pronouns and includes each of the Websites;
- 2.2. “**Device**” means any mobile phone, hand held device, tablet, phablet, laptops, palmtops, desktops or computers in general and similar devices whether now known or later devised;
- 2.3. “**Cookies**” means small pieces of information or data files that are sent through a User’s browser or related software from a web server and are stored on that User’s computer hard drive;
- 2.4. “**Clear GIF**” means normally a one-pixel, transparent image [although it could possibly be a visible image also], situated on a web page or in an e-mail or other type

of message, which is retrieved from a remote site on the Internet enabling the verification of an User viewing, or receipt of a web page or message;

- 2.5. **IP Address**” or **“Internet Protocol Address”**, is a number that's automatically assigned to a User's computer by the User's internet service provider [**“ISP”**] whenever a User is on the internet;
- 2.6. **“Personal Information”** includes but is not limited to names, postal addresses, e-mail addresses, age, demographic information, purchase history, subscription information and/or other information that may identify an individual or allow online or offline contact with the individual;
- 2.7. **“Services”** shall mean the services provided by Loylty to the User as may be applicable through interactive service that may be available through this Website;
- 2.8. **“User”** means an individual/person who accesses/ visits the Website or avails any of the Services provided by Us;
- 2.9. **“Website”** means [www.loylty.com](http://www.loylty.com), the website provided by Loylty to offer services related to loyalty or rewards programs to be used on computers or Devices and includes any upgrades to the software from time to time and any other documentation which enables the use of the same.

### **3. WHAT PERSONAL INFORMATION DO WE COLLECT?**

- 3.1. You are made aware that We may collect a variety of statistical data about the Users of our Website. This data may include inter alia the source IP address [as further detailed in the section “How We Collect Personal Information”] of the User, the time of visit, the portions/ features/ functionalities of the Website visited and information about browser, Devices, operating system and other system parameters. As of the date of this Privacy Policy, none of this information is used to personally identify any individual User [unless necessary for Service fulfilment] and is used solely for the purposes of analysing overall traffic and usage patterns. However, We reserve the unfettered right to begin matching such data with a User's Personal Information subsequent to the date of this Privacy Policy.
- 3.2. Our server may also record the referring page that linked you to Us [For E.g. - Another web link, or, website, or a search engine]; the web pages you visit on the Website; the website you visit subsequently after the Website; the advertisements you see and/or click on; other information about the type of web browser, computer, Devices, platform, related software and settings you are using; any search terms you may have entered on this Website or a recommended web site; and other web usage activity and data logged by Our web servers.

#### **4. WHY DO WE COLLECT PERSONAL INFORMATION?**

- 4.1. In order to make your visits to the Website and your use of the Services available on or through the Website as relevant and meaningful as possible, We collect Personal Information about our Users, but only when a User provides such Personal Information to Us. Say for instance – when registering with Us, using our Website, participating in a promotional activity, entering contests, signing up for Our newsletter[s], using our “Feedback” feature, or using other features available on or through the Website.
- 4.2. The Personal Information collected is used by Us for the purpose of fulfilment of your requests, data collection and research purposes. This information may also be shared with other marketers to bring probable offers of interest to you. If you prefer that We do not use your Personal Information for marketing/promotion purposes, please see the “Right to Opt Out” section below. Certain sections of the Website will require User registration in order to gain access to select digital content; once you register with the Website to use that digital content kindly note that you will no longer be anonymous to Us.
- 4.3. We may analyse information about Users as a group to enhance User experience, but Users may not be individually identified when We do this. The information that you give Us and information about data your activities on the Website may be combined with other Personal Information [such as demographic information, past history etc.] available from Our records and other sources.
- 4.4. Personal Information is used to enhance and tailor make each User's experience on the Website. Such information may be used to determine what content is of interest to which Users, what types of e-mail, newsletters and other communications are appropriate for individual users and to identify User-generated content such as message board postings, votes in online polls and participation in online games. Such information will also be used, for example, to process your orders, respond to your requests and inquiries and provide you with the Services and features offered on or through our Website.
- 4.5. We may also use Personal Information for Our internal record keeping and audit purposes. We reserve the right to match information collected from you through different means or at different times, including both Personal Information and Website usage information, and use such information along with information obtained from other sources. In addition, We may send you notices [For E.g.: E-mails, mailings and the like], and otherwise correspond with you, about products, services, companies and events, sponsored by Us and others, that we think might be of interest to you.
- 4.6. In addition, We may use Personal Information to generate aggregate data about Users of Our Website.

- 4.7. You have the right to opt out of certain uses and disclosures of your Personal Information. See the “Right To Opt Out” section below for further details.
- 4.8. Users may be requested to provide their name and e-mail address so as to enable Users of the Website to:-
  - 4.8.1. Forward information about areas and/or services available on or through the Website.
- 4.9. Users may be requested to provide their name and e-mail address as to enable Users of the Website to:-
  - 4.9.1. Request for feedback from Users of the Website regarding an activity or piece of content on Our Website;
  - 4.9.2. To correspond with the Users through e-mail newsletters and/or to collect and answer queries from Users of Our Website.

## **5. HOW DO WE COLLECT PERSONAL INFORMATION?**

- 5.1. Loylty may use technology presently available or that may be developed in the future [including any enhancements, revisions, upgradations etc.] to enhance a User's online experience by making it easier to navigate through the Website, or to make an activity/ feature work better.
- 5.2. **Cookies:** Cookies may be used to track your activity/usage on our Website and what you browse through and they allow a Device to remember information for future use. The use of cookies is practiced world over. Cookies alone tell Us nothing about who you are, but they may enable Us to relate your use of our Website to other information, including your Personal Information, which you may have provided to Us when you registered or performed other activities while visiting the Website and/or availing any Services on or through the Website. The purpose of all of this is to enhance User experience while using the Website.
- 5.3. Most Web browsers can be set to inform you when a cookie has been sent to you and provide you with the opportunity to refuse that cookie. Additionally, if you have a Flash Player installed on your computer, your Flash Player can be set to reject or delete Flash cookies. However, refusing a cookie may, in some cases, preclude you from using, or negatively impact the display or functionality of, the web site or certain areas or features of the web site.
- 5.4. **Clear GIFs:-** Clear GIF’s also known as “Web Beacons” or “Pixel Tags” or similar technologies, may be used in the Website and/or in Our communications with you to

enable Us to know whether you have visited a web page or received a message. A clear GIF may enable Us to relate your viewing or receipt of a web page or message to other information about you, including your Personal Information.

- 5.5. **IP Address and Clickstream Data:-** When you request pages from the Website, Our servers may log your IP Address and sometimes your domain name. We use this information tracking for internal system administration, to help diagnose possible issues with Our server, and to administer the Website better. Such information may also be used to gather broad demographic information, such as country of origin and ISP. We reserve the right to link this information with your Personal Information.
- 5.6. We may use tracking technologies in a variety of ways, including but not limited to:-
  - 5.6.1. Keeping count of Users/ return Users visits to the Website;
  - 5.6.2. Accumulating and reporting anonymous, aggregate data collected, statistical information on Website and usage;
  - 5.6.3. Determining which features of the Website Users prefer;
  - 5.6.4. Determining actual receipt of electronic mail sent by Us and accessed by the Users;
  - 5.6.5. Saving your password so you don't have to re-enter it each time you visit the Website.
- 5.7. Any or all of these activities with regard to Website usage information [i.e., information gathered through the use of Cookies, Clear GIF's, Click Stream data etc.] may be performed on Our behalf by Our service providers.
- 5.8. You may opt-out of receiving such notices from us by following the instructions in the Right to Opt Out section below.

## **6. MINORS:**

- 6.1. Users are requested to inform Us that they are Minors prior to availing any part of our Services.
- 6.2. Minors are requested to never provide any information on the internet about themselves such as their name, address, e-mail address, phone number etc. without their parent's/guardian's permission. Where legally required, We require the parent's/guardian's written permission to provide Us with certain Personal Information required to get Our newsletter[s], order subscriptions, enter certain clubs, etc., or participate in other activities available on, or through Our Website.

6.3. We strongly recommend that parents/guardians monitor and supervise the online activities of their minor children and to consider using available parental control tools which can prevent minor children from disclosing their name, address, and other Personal Information without parental permission.

## **7. CONSENT TO PROCESSING:**

7.1. By providing Personal Information to the Website, you expressly understand and consent to the collection, maintenance, processing and transfer of such information in and to India and possibly other countries and territories.

## **8. WITH WHOM DO WE SHARE PERSONAL INFORMATION?**

8.1. At present, We do not sell or rent, or give a User's Personal Information to any third party Notwithstanding the above, We may, however, share aggregate information about Users of the Website, such as overall patterns or demographic reports that do not describe or identify any individual User, with Our advertisers, business partners, sponsors and certain others, as further described herein.

## **9. YOUR RIGHT TO OPT OUT AT ANY TIME:**

9.1. You have the “Right to Opt Out” of certain use of your Personal Information by Us.

9.2. For example, at the time you are requested to provide Personal Information on this Website, you may have the opportunity to choose, or not to choose to:

9.2.1. Receive correspondence from Us

9.3. You may also make this request subsequently, by visiting our web page at [[www.loylty.com](http://www.loylty.com)], or by sending an e-mail to: [Mumbai-Office@loylty.com](mailto:Mumbai-Office@loylty.com). In this e-mail, please state whether:-

9.3.1. You would like to opt-out of receiving promotional correspondence from Us in general, or just via e-mail, postal mail, short message service [SMS], instant messaging, and/or by phone, and/or;

9.3.2. You would like to opt out of certain of Loylty’s newsletters or correspondence, and if so which ones, and/or;

9.3.3. You would like to elect for Us not to share your Personal Information with third parties for their marketing purposes. You may also opt-out of Loylty promotional e-mails by clicking on an opt-out link within the e-mail you receive.

9.4. If you opt-out of receiving correspondence from Us, We may still contact you in connection with your relationship, activities, transactions and communications with Us. Also, a request to have Us stop sharing your Personal Information with other entities for marketing purposes will only apply as of the date of your request and We will not be responsible for any communications that you may receive from entities that received your Personal Information prior to such request. In these cases, you are requested to contact that concerned person/ entity directly.

## **10. REGISTERING YOUR MOBILE NUMBER:**

10.1. If the contact address you provide to Us is a wireless/mobile e-mail address/ number, you expressly agree to receive messages at such address[s] from Us, unless and until you have elected not to receive such messages by following the instructions in the Right to Opt Out section.

10.2. You understand that your wireless carrier's/ telecom operator's applicable tariff/ charges apply to these messages and that you may at any time opt out by following the instructions in the Right to Opt Out section.

10.3. You expressly represent that you are the owner or authorized user of the Device on which messages will be received, and that you are authorized to approve the applicable telecom/ mobile charges.

## **11. REGISTERING FOR SHORT MESSAGE SERVICE [SMS]:**

11.1. Loylty may make available a service through which you can receive messages on your wireless/ hand held device via short message service ["**SMS Service**"]. If you subscribe to one of Our SMS Services, you thereby agree to receive SMS Service messages at the mobile/ hand held address/ number you provide for such purposes.

11.2. You understand that your telecom/mobile service provider's applicable tariff/ charges apply to these messages, and that you can at any time opt out by following the instructions in the Right to Opt Out section.

11.3. You expressly represent and agree that you are the owner or authorized user of the wireless/ hand held Device you use to sign up for the SMS Service, and that you are authorized to approve the applicable tariff/ charges.

11.4. To use the SMS Service, you must be at least 18 years of age and above and reside in India. You must first register and provide all required Personal Information, which may include your name, SMS address, wireless carrier/telecom and fees [if any] applicable to the SMS Service you subscribe to, billing information etc.

- 11.5. We may also obtain the date, time and content of your messages in the course of your use of the SMS Service. We will use the information We obtain in connection with Our SMS Service in accordance with this Privacy Policy. If fees are charged to your wireless account/ telecom/ mobile bill, We may provide your carrier with your applicable information in connection therewith. Your wireless carrier/ telecom/ mobile and other service providers may also collect data about your wireless/ hand held Device usage, and their practices are governed by their own policies.
- 11.6. You acknowledge and agree that the SMS Service is provided via wireless/ mobile systems which use radios [and other means] to transmit communications over complex networks. We do not guarantee that your use of the SMS Service will be private or secure and We are not liable to you for any lack of privacy or security issues you may experience.
- 11.7. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the SMS Service. We may also access the content of your account and/or wireless/mobile account with your carrier for the purpose of identifying and resolving technical problems and/or service-related grievances.
- 11.8. By signing up for the SMS Service, you consent to receiving, from time to time, further SMS Service messages that may include news, promotions and offers, unless and until you have opted-out of these activities by following the instructions in the Right to Opt Out section above. Your wireless carrier/ telecom operator will charge you as per the applicable tariff/ charges for the same.

## **12. SECURITY MEASURES WE TAKE:**

- 12.1. The importance of security for all Personal Information associated with Users of the Website is of utmost concern to Us. We exercise adequate care and implement a variety of technologies in an effort to help make the Website secure against unauthorized access and to protect the Personal Information Users choose to provide to Us. We periodically review and update these measures. Unfortunately, due to the inherent nature of the internet as an open global communications medium/platform, no data transmission over the internet can be guaranteed to be secure, and We cannot guarantee that the Personal Information, during transmission through the internet or while stored on Our system or otherwise in Our care, will be absolutely safe from intrusion by third parties, such as hackers.
- 12.2. We strive to protect a User's Personal Information, but We cannot ensure or warrant the security of any information transmitted to Us and a User does so at his/her own risk. Your payment will be processed by third party vendors/ payment gateways who use industry standard, SSL [secure socket layer] encryption when credit card



information is transmitted to them by you and from them for further processing any of your requests.

- 12.3. If you contact Us by e-mail or a “Contact Us” or similar feature on Our Website, you should be aware that your transmission might not be secure. A third party could view information you send by these methods whilst the same is being transmitted.
- 12.4. You may be able to create an account on our Website with a username and password. If so, you are responsible for maintaining the strict confidentiality of your account password, and you alone shall be responsible for any access to or use of the Website by you or any person or entity using your password, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent. You agree to:-
  - 12.4.1. Immediately notify Us of any unauthorized use of your password or account or any other breach of security, and
  - 12.4.2. Ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify Us when you desire to discontinue with your account on this Website. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.
- 12.5. We will have no liability for disclosure of your information due to errors or unauthorized acts of third parties during or after transmission of the same.
- 12.6. In the unlikely event that We believe that the security of your Personal Information in our possession or control may have been compromised, We may [but are not obligated to] notify you of that development. If a notification is appropriate, We would endeavour to do so as promptly as possible under the circumstances and in the event We have your e-mail address, We may notify you by e-mail. You consent to Our use of e-mail as a means of such notification. you prefer for Us to use another method to notify you in this situation, please e-mail us at Mumbai-Office@loylty.com with the alternative contact information you wish to be used.

### **13. BEWARE OF PHISHING:**

- 13.1. Identity theft is a continuing problem and it is a common occurrence. Unauthorized individuals send e-mail messages to Users/consumers, purporting to represent a reputed entity, such as a bank or an on-line merchant, requesting that the User/consumer provide personal and more often than not sensitive information.
- 13.2. Many a times, the domain name of the e-mail address from which the e-mail appears to have been sent, and the domain name of the web site requesting such information,

appears to be the domain name of a legitimate, trusted entity or reputed brand. In reality, such sensitive information is received by an unauthorized individual to be used for purposes of identity theft. This fraudulent activity has come to be known as “*Phishing*”.

- 13.3. If you receive an e-mail or other correspondence requesting that you provide any sensitive information including your Website password or credit card information via e-mail or to a web site that does not seem to be affiliated with the Website, or that otherwise seems suspicious to you, please do not provide any such information, and report such request to Us as forthwith at: Mumbai-Office@loylty.com.

#### **14. OUR SERVICE PROVIDERS:**

- 14.1. We may use independent service providers to operate Our Website and render Our Services, and may share your information with Our affiliates, service providers and other third parties that provide products or services through this Website or for Our business including inter alia database hosting companies, address list hosting companies, e-mail service providers, analytics companies, distribution companies, logistic companies and other similar service providers that may use such information on Our behalf.

#### **15. THIRD PARTY OFFERS:**

- 15.1. Unless Users have specifically opted out in accordance with the Right to Opt Out section in this Privacy Policy, We may provide Users an opportunity to receive offers from entities other than Loylty who have services, products and offers that We think might be of interest to you. Additionally, We may from time to time provide your Personal Information to these entities so that they may send you these offers. If you change your mind and no longer want Us to share your Personal Information with these types of third parties, follow the instructions to opt-out in the Right to Opt Out section.
- 15.2. Some of Our contests, promotions and other offerings may be co-sponsored by another entity/person. In those situations, We may share the information We obtain from you in connection with such contest, promotion or offering with Our co-sponsor, unless you instruct us not to by following the instructions in the Right to Opt Out section above. In those situations, Our co-sponsors will have the right to use your information for their own purposes, in accordance with their own policies. We are not responsible for how Our co-sponsors may use your information.

#### **16. THIRD PARTY AD SERVERS:**

16.1. We may use third-party advertising entities/persons to serve ads or provide other advertising services when you visit the Website or third party web sites. These entities/persons may use Personal Information [including but not limited to your name, address, e-mail address or telephone number] about your visits to this website and other web sites in order to provide advertisements about goods and services of probable interest to you. These entities/persons may employ Cookies and Clear GIF's to measure advertising, effectiveness and serve advertisements of probable interest to you.

16.2. Any information that these third parties collect via Cookies and Clear GIF's is generally not personally identifiable, unless, you provide personally identifiable information to them through an e-mail message or such other mediums. We encourage you to read these businesses' privacy policies if you should have any concerns about how they will care for your Personal Information.

**17. THIRD PARTY'S LINKED TO THE WEBSITES:**

17.1. We may include advertisements and/or links to other websites operated by third parties that are not sponsors and are not affiliated with Us. We try to ensure that when there are links to our Website, they are working and lead Users to interesting, fun and informative parts. However, it is hard to guarantee what exactly is presented on other web sites or where these links elsewhere may lead to.

17.2. We are not responsible for the content, practices, or information provided or requested on other web sites operated by third parties. Further, advertisements on and links to or from Our Websites do not constitute sponsorship, endorsement, or approval by Us of the content, policies, practices or products or services offered on these web sites.

**18. FORCED DISCLOSURES:**

18.1. We may disclose User information to government authorities, and to other third parties when compelled to do so by government authorities, at our discretion, or otherwise as required or permitted by law, including but not limited to in response to court orders and summons.

18.2. We also may disclose User information when we have reason to believe that someone is causing injury to or interference with Our rights or property, to other Users of the Website, or anyone else that could be harmed by such activities.

**19. BUSINESS TRANSFER:**

19.1. In the event that Loylty, or substantially all of its assets, are acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation or liquidation, Personal Information may be one of the transferred assets.

**20. CHANGES TO THIS PRIVACY POLICY:**

- 20.1. We reserve the right to change or update this Privacy Policy, or any other of Our policies or practices, at any time, and will notify Users of this Website by posting such changed or updated Privacy Policy on this page. Any changes or updates will be effective immediately upon posting to this Website.
- 20.2. Under certain circumstances, We may [but are not obligated to] notify you of changes or updates to our Privacy Policy by additional means, such as posting a notice on the front page of our Website or by sending you an e-mail.

**21. CLARIFICATIONS:**

- 21.1. If you have any queries, or need any clarifications regarding this Privacy Policy please contact us at [Mumbai-Office@loylty.com](mailto:Mumbai-Office@loylty.com); we would be delighted to answer or clarify the same.

**22. LAST UPDATION:**

- 22.1. This Privacy Policy was last updated on 22<sup>nd</sup> September, 2016.