

TERMS OF USE AND SERVICE, TERMS OF SALE AND PRIVACY POLICY

PART I

1. These website terms of use and service ("**Terms of Use and Service**") is an electronic record in the form of an electronic contract formed under Information Technology Act, 2000 and rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by The Information Technology Act, 2000. These Terms of Use and Service is an electronic record generated by a computer system and does not require any physical, electronic or digital signature.
2. These Terms of Use and Service is a legally binding document between User and Smartron (both terms defined below). These Terms of Use and Service will be effective upon Your (as defined below) acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will govern the relationship between User and Smartron for the use of the Website (as defined below).
3. This document is published and shall be construed in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 under Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the Website.
4. The domain name/website located at the url [<http://www.smartron.com>] and Smartron's mobile application including "t-store" mobile application (hereinafter referred to as "**Website**") is owned by Smartron India Private Limited, a company incorporated under the Companies Act 2013 with its registered office at 1st Floor, Kapil Towers, Survey No. 115/1, IT Park, Nanakramguda, Gachibowli, Hyderabad, Telangana – 500 032 (hereinafter referred to as "**Smartron**" or "**We**" or "**Us**" or "**Our**").
5. These Terms of Use and Service of the Website is between Smartron and the Guest Users or Registered Users (as defined below) of the Website (hereinafter referred to as "**You**" or "**Your**" or "**Yourself**" or "**User**") and shall describe the terms and conditions upon which Smartron offers You access to the Website and such other services as are incidental and ancillary thereto ("**Services**").
6. For the purpose of these Terms of Use and Service, wherever the context so requires "**Registered User**" shall mean any natural or legal person who has agreed to become a buyer ("**Buyer**") or a seller ("**Seller**") on the Website by providing registration data while registering on the Website as a registered user using the computer systems or Smartron's mobile application or any other applications owned by Smartron. Smartron may also allow Users to surf the Website or make purchases without registering on the Website and such Users shall be referred to as "**Guest Users**".
7. These Terms of Use and Service together with the terms of sale set out in **Part II** herein ("**Terms of Sale**"), the privacy policy set out in **Part III** herein ("**Privacy Policy**"), the other policies of the Website available at [*insert url*] together with all other notices, disclaimers, guidelines appearing on the Website from time to time (collectively referred to as "**Website Policies**") constitute the entire agreement upon which You are allowed to access and use the Website and avail the Services. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Website Policies as amended from time to time.
8. Your use of the Website and Services and tools thereunder shall be governed by these Website Policies. If You transact on the Website, You shall be subject to the Website Policies that are applicable to the Website for such transaction ("**Transaction**"). By mere use of the Website, You

shall be contracting with Smartron and these Terms of Use and Service including the Website Policies shall constitute Your binding obligations, with Smartron.

9. These Terms of Use and Service are subject to revision by Smartron at any time and hence the Users are requested to carefully read these Terms of Use and Service from time to time before using the Website. The revised Terms of Use and Service shall be made available on the Website. You are requested to regularly visit the Website to view the most current Terms of Use and Service. In the event such a facility is provided on the Website, You can determine when Smartron last modified any part of the Agreement by referring to the "Last Updated" legend provided in that document. It shall be Your responsibility to check these Terms of Use and Service periodically for changes. Smartron may require You to provide Your direct or indirect consent to any update in a specified manner before further use of the Website and the Services. If no such separate consent is sought, Your continued use of the Website and/or Services, following such changes, will constitute Your acceptance of those changes.
10. Further, If You are accessing the Smartron's mobile applications or accessing the Services through the **t-store** mobile/ web application, then while these Terms of Use and Service and the Website Policies shall apply to such use, there may be additional terms (such as the terms imposed by [*mobile application stores like apple's itunes, android's play store, microsoft's store from time to time*]) located at the urls: [*please insert the applicable urls*] which will govern the use of the [**t-store**] mobile application. These additional terms to the extent applicable are hereby deemed to be incorporated in these Terms of Use and Service by way of reference.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE AND SERVICE, SO PLEASE READ THE TERMS OF USE AND SERVICE CAREFULLY BEFORE PROCEEDING. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, AND SERVICE, PLEASE DO NOT USE THE WEBSITE.

1. SCOPE OF SERVICES

- 1.1. The Website is an electronic platform wherein Smartron shall make available to the Users for display and purchase, various Smartron products such as smartphones, tablets and other smart devices and accessories developed and sold directly by Smartron or its affiliates (hereinafter referred to as the "**Smartron Products**") and also provide to Users, information pertaining to Smartron Products and Smartron's business.
- 1.2. The Website may also provide Services by functioning as an electronic marketplace and an intermediary that: (a) provides a platform for Users (who are Sellers) to advertise, exhibit, make available and offer to sell various products to other Users (who are Buyers / customers) ("**Seller Products**"), and (b) a platform for such other Users to accept the offer to sell of the Seller Products made by the Sellers on the Website and to make payments to the Sellers for purchase of the Seller products, and (c) services to facilitate the engagement of Buyers and Sellers to undertake commerce on the Website, and (d) such other services as are incidental and ancillary thereto and (e) services for providing access, purchase or rent a license for any digital content including music, e-book, software, mobile applications and other related services ("**Digital Content**"). The Services are offered to the Users through various modes which may include issue of coupons and vouchers that can be redeemed for various products. "**Products**" shall collectively mean both Smartron and Seller Products.

Only certain Sellers (at the sole discretion of Smartron) shall be entitled to sell Digital Content on the Website.

2. ELIGIBILITY

- 2.1. Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If You are a minor i.e. under the age of 18 years, You shall not register as a User of the Website and shall not transact on or use the Website. As a minor, if You wish to use or transact on the Website, such use or Transaction may be made by Your legal guardian or parents on the Website. In such a case these Terms of Use and Service shall be deemed to be a contract between Smartron and Your legal guardian or parent and to the extent permissible under applicable laws, enforceable against You. Notwithstanding anything contained herein, Smartron reserves the right to terminate Your membership and / or refuse to provide You with access to the Website if it is brought to Smartron's notice or if it is discovered that You are under the age of 18 years.
- 2.2. Smartron reserves the right, at its sole discretion, to refuse access to use the Services offered on the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so.
- 2.3. You shall not have more than one active Account on the Website. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another person.
- 2.4. Use of the Website requires compatible devices, internet access, and certain software (for which additional fees may apply); Use of the Website may also require periodic updates; and may be affected by the performance of these factors. High-speed internet access is strongly recommended for regular use. The latest version of required software is recommended to access the Website and may be required for certain transactions or features and to download Products purchased or acquired from the Website. You agree that meeting these requirements, which may change from time to time, is Your responsibility. The Services provided by the Website are not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee You access to the Services.

3. USER ACCOUNT, PASSWORD, AND SECURITY

- 3.1. You may access and use the Website and the Services either as a Registered User or as a Guest User. However, not all sections of the Website and Services will be accessible to Guest Users.
- 3.2. Registered Users: Smartron makes certain sections of the Services available to You through the Website only if You have provided Smartron certain required User information and created an account and a Smartron ID through certain log-in ID and password ("**Account**"). Smartron ID is hereinafter referred to as the "**Account Information**".
 - 3.2.1. In the event You register as a User by creating an Account in order to avail of the Services provided by the Website, You will be responsible for maintaining the confidentiality and security of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately

notify Smartron of any unauthorized use of Your Account Information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Smartron cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. You may be held liable for losses incurred by Smartron or any other User or visitor to the Website due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account Information secure and confidential.

3.2.2. You shall ensure that the Account Information provided by You in the Website's registration form is complete, accurate and up-to-date. Use of another User's Account Information for availing the Services is expressly prohibited.

3.2.3. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Smartron has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Smartron at its sole discretion has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website / Services (or any portion thereof).

3.3. Guest User: The Website also allows limited access to the Guest Users. Such Users will be able to browse the Website and use the Services for the purpose of purchasing Products, and placing orders for such purchase of Products. However, You may not be provided with access to certain benefits reserved only for the purpose of Registered Users. These benefits may change from time to time.

3.4. Depending upon whether You are a Seller or a Buyer or another User who otherwise wish to use the Website, and the nature of Services You wish to avail from the Website, You may be required to provide certain personal information and Smartron may collect certain personal information. Your provision of, and Smartron's collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by Smartron's Privacy Policy, which is available at the url: *[insert url]*.

3.5. In order to purchase and download products from the Website, You must enter Your Account Information to authenticate Your Account for transactions. Once You have authenticated Your Account, You will not need to authenticate again on Your device; You can choose to allow Your device to remember Your password to remain authenticated. During this time, You will be able to purchase and download Products without re-entering Your password. You can turn off the ability to make Product transactions or change settings to require a password for every transaction by adjusting the settings on Your device.

3.6. You agree to update Your Account to keep it accurate and complete. You agree that Smartron may store and use the Account Information You provide for use in maintaining and billing fees to Your Account.

4. COMMUNICATIONS

When You use the Website or send emails or other data, information or communication to Us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise

5. CHARGES

Membership on the Website is free for Buyers. Smartron does not charge any fee for browsing on the Website. However, Smartron reserves the right to change its fee policy from time to time. In particular, Smartron may at its sole discretion introduce new Services and modify some or all of the existing Services offered on the Website. In such an event, Smartron reserves the right to introduce fees for the new Services offered or amend/introduce fees for existing Services, as the case may be. Changes to the fee policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Smartron.

6. NON-SMARTRON DEVICES

If you sign up for an Account or use Services or stores covered by this Terms of Use and Service on a non-Smartron-branded device or computer, you may have access to only a limited set of Account or Services and/or stores functionality. As a condition to accessing your Account or Services and/or stores on a non-Smartron-branded device or computer, you agree to all relevant terms and conditions found in this Terms of Use and Service, including, without limitation, all requirements for use of an Account or Services and/or stores, limitations on use, availability, disclaimers of warranties, rules regarding your content and conduct, and termination. Terms found in this Terms of Use and Service relating to features or Services not available for non-Smartron-branded device or computer users will not be applicable to you. However, if you later choose to access your Account or a Service from a Smartron branded device, you agree that all of the terms and conditions contained herein apply to your use of such Account or Service.

7. PAYMENT SERVICES

- 7.1. While availing any of the payment method/s available on the Website, We shall not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to: (i) lack of authorization for any Transaction/s, or (ii) exceeding the preset limit mutually agreed by You and between bank(s), or (iii) any payment issues arising out of the Transaction, or (iv) decline of Transaction for any other reason/s.
- 7.2. All payments made against the purchases/services on Website by You shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate Transactions with respect to any other form of currency with respect to the purchases made on Website.
- 7.3. Before shipping / delivering Your order to You, Seller may request You to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by You for Your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.
- 7.4. Transactions, Transaction price and all commercial terms such as delivery, dispatch of Seller Products are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate

the completion of the Transaction. Use of the payment facility shall not render Smartron liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the Seller Products listed on the Website.

- 7.5. You agree that You have specifically authorized Smartron or its service providers to collect, process, facilitate and remit payments and / or the Transaction price electronically or through cash on delivery to and from other Users in respect of Transactions through the payment facility. Your relationship with Smartron is on a principal to principal basis and by accepting these Terms of Use and Service, You agree that Smartron is an independent contractor for all purposes, and does not have control of or liability for the Seller Products or services that are listed on the Website that are paid for by using the payment facility. Smartron does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a Transaction.
- 7.6. You understand, accept and agree that the payment facility provided by Smartron is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through cash on delivery, collection and remittance facility for the Transactions on the Website using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Smartron is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction price.

8. BUYER'S ARRANGEMENT WITH ISSUING BANK

- 8.1. All valid credit / debit / cash/ card / and other payment instruments are processed using a payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective issuing bank and payment instrument issuing company.
- 8.2. All online bank transfers from valid bank accounts are processed using the payment gateway provided by the respective issuing bank which support the payment facility to provide these services to the Users. All such online bank transfers on payment facility are also governed by the terms and conditions agreed to between Buyer and the respective issuing bank.

9. USAGE RULES FOR DIGITAL CONTENT

- 9.1. You shall be authorized to use Digital Content only for personal, non-commercial use.
- 9.2. You shall be authorized to use Digital Content on Products as authorized devices by Smartron at any time, except for Content Rentals (see below).
- 9.3. Content Rentals: Smartron may make available certain Digital Content on rental basis (“**Content Rental**”). Content Rentals are viewable on only one device at a time. Once You purchase a Content Rental, You must fully download the Content Rental within thirty (30) days. You have thirty (30) days after downloading a Content Rental to begin viewing. Stopping, pausing, or restarting a Content Rental does not extend the available time for viewing. Some Digital Content, including but not limited to Content Rentals, may be downloaded only once and cannot be replaced if lost for any reason. It is Your

responsibility not to lose, destroy, or damage Digital Content once downloaded, and You may wish to back them up.

- 9.4. The delivery of Digital Content does not transfer to You any commercial or promotional use rights in the Digital Content. You acknowledge that, because some aspects of the Digital Content, and administration of the Usage Rules entails the ongoing involvement of Smartron, if Smartron changes any part of or discontinues the Digital Content service, which Smartron may do at its election, You may not be able to use Digital Content to the same extent as prior to such change or discontinuation, and that Smartron shall have no liability to You in such case.
- 9.5. You agree that the Digital Content service include security technology that limits Your use of Digital Content and that, whether or not Digital Content service are limited by security technology, You shall use Digital Content in compliance with the applicable usage rules established by Smartron, and that any other use of the Digital Content service may constitute a copyright infringement. Any security technology is an inseparable part of the Digital Content. Smartron reserves the right to modify the usage rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such usage rules for any reason—or to attempt or assist another person to do so, usage rules may be controlled and monitored by Smartron for compliance purposes, and Smartron reserves the right to enforce the usage rules without notice to You. You agree not to access the Digital Content services by any means other than through software that is provided by Smartron for accessing the Digital Content service. You shall not access or attempt to access an Account that You are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Digital Content services.
- 9.6. The Digital Content services may offer interactive features that allow You to submit materials (including links to third-party content) on areas of the Digital Content services accessible and viewable by other Users of the Digital Content services and the public. You agree that any use by You of such features, including any materials submitted by You, shall be Your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that You have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with Your submission of any materials on the Digital Content services. You hereby grant Smartron a worldwide, royalty-free, nonexclusive license to use such materials as part of the Digital Content services, without any compensation or obligation to You. Smartron reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

10. LICENSE FOR DIGITAL CONTENT SERVICE

- 10.1. Few Digital Content like software and others as may be specified by Smartron made available through the Website are only licensed and not sold, to You.
- 10.2. Your license to each Digital Content is subject to the Licensed Application End User License Agreement set forth below, and You agree that such terms will apply unless the Digital Content is covered by a valid end user license agreement entered into between You

and the licensor of that Digital Content (the “**Application Provider**”), in which case the Application Provider’s end user license agreement will apply to that Product or Service. The Application Provider reserves all rights in and to the Product or Service not expressly granted to You.

- 10.3. You acknowledge that the license to each Digital Content that You obtain through the Website or You associate with Your Account, is a binding agreement between You and Smartron or Application Provider. You acknowledge that: Smartron is not a party to the license between You and the Application Provider with respect to that Digital Content service. The Application Provider of each Digital Content is solely responsible for that Digital Content, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that You or any other party may have relating to that Digital Content.

[Note: Smartron to please confirm if the provisions in Clause 10 above is required under this Agreement.]

11. USE OF THE WEBSITE

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

- 11.1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
- (a) belongs to another person and to which You does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - (c) is misleading in any way;
 - (d) harasses or advocates harassment of another person;
 - (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - (f) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - (g) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
 - (h) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - (i) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
 - (j) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - (k) contains video, photographs, or images of another person (with a minor or an adult).
 - (l) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend

- request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- (m) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website.
 - (n) interferes with another User's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
 - (o) refers to any website or url that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use and Service.
 - (p) harm minors in any way;
 - (q) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
 - (r) violates any law for the time being in force;
 - (s) deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (t) impersonate another person;
 - (u) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - (v) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
 - (w) shall not be false, inaccurate or misleading;
 - (x) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 - (y) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("**ISPs**") or other suppliers;
- 11.2. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any Transaction being conducted on the Website, or with any other person's use of the Website.
- 11.3. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
- 11.4. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

- 11.5. You shall not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use and Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of Smartron and / or others.
- 11.6. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our Service and Your listing, purchase, solicitation of offers to purchase, and sale of Products or services. You shall not engage in any Transaction in an item or Service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- 11.7. Solely to enable Us to use the information You supply Us with, so that We are not violating any rights You might have in Your information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your information, in any media now known or not currently known, with respect to Your information. We will only use Your information in accordance with the Terms of Use and Service and Privacy Policy applicable to use of the Website.
- 11.8. We reserve the right, but has no obligation, to monitor the materials posted on the Website. The Smartron shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use and Service. Notwithstanding this right, You remain solely responsible for the content of the materials You post on the Website and in Your private messages. Please be advised that such content posted does not necessarily reflect Smartron's views. In no event shall Smartron assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of the content and/or appearance of the content on the Website. You hereby represent and warrant that You have all necessary rights in and to all the content which You provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
- 11.9. You hereby represent and warrant that You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to Us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use and Service to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a User may send to other Users in any 24-hour period which We deem appropriate in Our sole discretion.
- 11.10. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations

associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

12. USE OF SMARTRON CONTENT

12.1. Except as expressly indicated to the contrary in any applicable additional service terms, Smartron hereby grants You a non-exclusive, revocable and non-transferable right to view, download and print Product catalogues available on the Website, subject to the following conditions:

12.1.1. You may access and use the Product catalogues solely for personal, informational, and internal purposes, in accordance with these Terms of Use and Service;

12.1.2. You may not modify or alter Product catalogues available on the Website;

12.1.3. You may not distribute or sell, rent, lease, license or otherwise make the Product catalogues available on the Website available to others; and

12.1.4. You may not remove any text, copyright or other proprietary notices contained in the Product catalogues available on the Website.

12.2. The rights granted to You in the Product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part.

12.3. Any software that is available on the Website is the property of Smartron or its affiliates, as the case may be. You may not use, download or install any software available at the Website, unless otherwise expressly permitted by the Agreement or by the express written permission of Smartron.

13. THIRD PARTY CONTENT

13.1. General third party information such as product catalogues, product description and specifications, lists of dealers, reports on news, entertainment, technology and features, advertisements including videos, images and photographs of the products, links to third party websites and other data from external sources is made available on the Website ("**Third Party Content**"). The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable or provided by the Sellers in the process of advertising, exhibiting and offering to sell the products on the Website. All Third Party Content is provided on an 'As Is' basis. Smartron may not own / have the rights and title to any such Third Party Content, or provide any guarantee with respect to the accuracy, title, merchantability, non-infringement or fitness for a particular purpose of any Third Party Content. Smartron shall not be held liable for any loss suffered by You based on Your reliance on or use of such Third Party Content.

13.2. In the event any Third Party Content contains links to third party websites, and You visit any such external link, You agree to do so at Your own risk, responsibility and liability. Smartron makes no warranty or representation regarding, and does not endorse, any website

linked to the Website / Services or the information appearing thereon or any of the products or services described thereon.

14. DISCLAIMER OF WARRANTIES AND LIABILITY

- 14.1. This Website, all the materials and Services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, Smartron does not warrant that:
- (a) This Website will be constantly available, or available at all; or
 - (b) The information on this Website is complete, true, accurate or non-misleading.
- 14.2. The Smartron shall not be liable to You in any way or in relation to the contents of, or use of, or otherwise in connection with, the Website. We do not warrant that this site; information, content, materials, Product (including software) or Services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.
- 14.3. Nothing on Website constitutes, or is meant to constitute, advice of any kind. All the Products sold on Website are governed by different state laws and if Smartron or the Seller is unable to deliver such Products due to implications of different state laws, Smartron or the Seller will return or will give credit for the amount (if any) received in advance by Smartron or the Seller from the sale of such Product that could not be delivered to You.

15. LIMITED LICENSE

Smartron grants Seller a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use "Powered by Smartron" and/or "Smartron.com" or "t-store" name and/or logo on seller's invoice for transactions concluded on the Website. Further, Smartron grants seller a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use "Smartron.com" or "t-store" name and/or logo on packing material used by Seller for delivery of Seller Products sold on the Website.

PART II

16. TERMS OF SALE

- 16.1. These Terms of Sale is a Legally Binding Document amongst Smartron India Private Limited ("**Smartron**"), Sellers (as defined below) and the Buyers (as defined below) wherein Smartron and Sellers have made the offer to sell the Products (as defined below) by listing the same on the website located at the url:[<http://www.smartron.com/tstore>] and/or the mobile application under the name and style "**t-store**" ("**Website**") owned by Smartron and the Buyer has accepted such offer of Smartron or the Sellers by agreeing to buy the Products so offered on the t-store. These Terms of Sale will be effective and binding on Smartron and the Sellers upon advertising, exhibiting and creating a listing of the Products

on the – the Website and shall be effective and binding on the Buyer upon Buyer agreeing to purchase the Products on the Website, so listed by Smartron or the Seller.

16.2. In this Terms of Sale, **Smartron Products** shall refer to the products and/or accessories owned, developed or manufactured by Smartron which Smartron may list, advertise, exhibit, offers to sell, make available, market, sell and deliver including services for providing access, purchase or rent a license for any digital content through the Website to the Buyers, **Buyer** shall refer to any registered or guest user who purchases Products on the Website and **Seller** is referred to as any third party individual or legal entity other than Smartron who are authorized by Smartron to list, advertise, exhibit, offer to sell, make available, market, sell and deliver products and/or services other than Smartron Products to the Buyers through the Website. **Products** shall mean Smartron Products or non-Smartron Products listed on the Website or collectively the Smartron Products and non-Smartron Products, as the context warrants. Sometimes both Buyer and Seller are collectively referred to as "**You**" with its grammatical variations and cognate expressions.

16.3. Please read these Terms of Sale carefully before listing any Product (in the case of Sellers) and before purchasing any Product (in the case of Buyers). These Terms of Sale are in addition to various Agreements, Terms, Privacy Policy, Terms of Use and Service and all other policies of the Website, as may be introduced and amended by Smartron from time to time in its sole discretion. Smartron and Seller may include additional or conflicting terms and conditions of sale in the Product listing or Product description as made available on the Website ('**Additional Terms of Sale**'). If there is any conflict between these Terms of Sale and the Additional Terms of Sale, the Additional Terms of Sale shall take precedence to the extent of such conflict and in relation to that sale. If a Seller does not agree with these Terms of Sale, please do not list or make any offer for sale of any Products on the Website and if a Buyer does not agree to these Terms of Sale and Additional Terms of Sale, please do not buy or attempt to buy any Product listed on the Website.

16.4. These Terms of Sale shall be subject to revision by Smartron at its sole discretion at any time and hence both Buyers and Sellers are requested to carefully read these Terms of Sale from time to time before listing any Product or before making any purchase of the Products. The revised Terms of Sale shall be made available on the Website. If such a facility is provided, You may determine when these Terms of Sale were last modified by referring to the "Last Updated" legend provided on the Website. You are requested to regularly visit the Website to view the most current Terms of Sale. It shall be Your responsibility to check these Terms of Sale periodically for changes and Buyer should also check Additional Terms of Sale of the Seller on the Product listing. You may be asked to provide Your specific consent to any updates in a specified manner before any further use of the Website and related services. If no separate consent is sought, Your continued use of the Website following such changes and modifications to the Website or these Terms of Sale will constitute Your acceptance of such changes or modifications.

16.5. Offer and Acceptance of the Product

Smartron / the Seller hereby makes an offer to sell the Products listed by Smartron or the Seller respectively on the Website and the Buyer upon agreeing to purchase the Products so listed by Smartron or the Seller hereby accepts such offer to sell by Smartron or the Seller. Accordingly, the contract for sale of the Product is a bipartite contract between Smartron the Buyer or the Seller and the Buyer. The Buyer understands and agrees that the offer for sale

of the Product by the Smartron or the Seller is not an absolute or an un-conditional offer. Such offer to sale by the Smartron or the Seller is subject to repudiation by Smartron or the Seller at any time before the delivery of the Product to the Buyer and without any obligation to assign or provide any reason for such repudiation and without any consent from the Buyer and without any liability or any obligation towards the Buyer. The Seller and Buyer understand and agree that Smartron has the right to cancel any sale transaction, listing or acceptance; (i) for any reason in accordance with these Terms of Sale or the Terms of Use and Service, Privacy Policy or the other policies provided on the Website or under any contract or policy between Smartron on one hand and the Seller or the Buyer on the other or (ii) under an order or instruction from any statutory, quasi-judicial or judicial authority.

16.6. Products

- 16.6.1. All offer of sale of Products are governed by the description and specifications of the Product, terms of warranties provided by the respective manufacturer/Sellers/brand owners/ Smartron (as applicable) in addition to these Terms of Sale. In the event a manufacturer/Seller/brand owner/Smartron (as applicable) is providing any warranty, details of such warranty will be specified on the relevant Product webpage on the Website or on the label printed on the Product package. Such warranties are provided by manufacturer/Seller/brand owner/Smartron (as applicable) and will be fulfilled by the manufacturer/Seller/brand owner/Smartron (as applicable).
- 16.6.2. The availability of the Product under the offer to sell is subject to change without notice prior to the purchase of the Product by the Buyer. However, there may be circumstances where the Product may not be available to be delivered to the Buyer after the purchase transaction. In such an event, Smartron or the Seller, as the case may be, may cancel such purchase transaction without any recourse to Buyer and without any liability to Smartron and the Seller. If Buyer's order is so cancelled, after the payment has been processed, the said amount will be reversed / remitted to the Buyer either to the bank account provided by the Buyer for such reversal or to the payment instrument of the Buyer from which payment was made or to any pre-paid payment instrument account of the Buyer.
- 16.6.3. With respect to the sale of Product by Seller to the Buyer, the Seller hereby represents and warrants to the Buyer that:
- Seller has the right to sell the Products to the Buyer on or through the Website;
 - Upon receipt of Products, Buyer shall have and enjoy quiet possession of the Products;
 - Products shall be free from any charge or encumbrance in favor of third party;
 - Buyer shall be entitled to all the warranties and other collaterals applicable to the Product or as generally made available by the manufacturer or seller of the Product, if any;
 - Product shall meet the description and specifications as provided on the Website.
- 16.6.4. With respect to the sale of Product by Smartron to the Buyer, Smartron hereby represents and warrants to the Buyer that:
- Upon receipt of Products, Buyer shall have and enjoy quiet possession of the Products;
 - Products shall be free from any charge or encumbrance in favor of third party;
 - Buyer shall be entitled to all the warranties and other collaterals applicable to the Product, if any;
 - Product shall meet the description and specifications as provided on the Website.

- 16.6.5. Notwithstanding anything contained herein or anywhere else, Smartron does not make any representation or warranty as to the quality, value, merchantability, salability, etc., of the Products proposed to be sold or offered to be sold on the Website by the Sellers and purchased by the Buyers. Smartron does not implicitly or explicitly support or endorse the sale or purchase of any Products on the Website by the Sellers. With respect to the extent of the Products being offered to be sold or sold by the Sellers to the Buyer, the Buyers accept and agree that the Website is merely acting as a market place or intermediary for such sale of Products. Smartron accepts no liability or responsibility for any errors or omissions on behalf of the Sellers, in any manner whatsoever.

16.7. Pricing Information

- 16.7.1. The selling price of the Product is subject to change without notice prior to the purchase of the Product by the Buyer. The selling price is provided on the Website on an 'as is' basis as provided by Smartron or the Seller for their Products, respectively. Due to technical reasons there may be errors in Selling Price which may be corrected by the Seller or Smartron at any time and any acceptance of offer of sale by the Buyer of the Products subject to such faulty Selling Price shall, subject to discretion of Smartron or the Seller, not be a valid acceptance and such transaction can be avoided by Smartron or the Seller.
- 16.7.2. Smartron shall be responsible for collecting and remitting any applicable taxes associated with the transaction with respect to the Smartron Products that are sold to the Buyers. For any Products sold by Seller it shall be Seller's responsibility to collect and remit any taxes associated with a transaction. Smartron may provide tools that allow a user to charge sales tax on transactions, but Smartron shall not be held responsible for the collection or lack of collection of any taxes due to the use of these tools. Smartron is not responsible for determining when tax should be charged.
- 16.7.3. All prices are inclusive of applicable tax unless stated otherwise.

16.8. Delivery of the Product

- 16.8.1. There are various delivery models for delivery of purchased Product to the Buyer, as decided by the Smartron. Smartron shall be responsible for the delivery of its Products to the Buyer upon the Buyer placing an order through the Website. Similarly, the Seller shall be responsible for the delivery of its Products to the Buyer upon the Buyer placing an order through the Website. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on Smartron or the Seller as the case may be and not on the Buyer. Smartron and the Seller represent and warrant to the Buyer that the Products being delivered are not faulty and are identical to those Products which are listed and advertised by Smartron and the Seller on the Website and purchased by the Buyer and meet all descriptions and specifications as provided on the Website.
- 16.8.2. Buyer's shipping address, pin code will be verified with the database of Website before a Buyer proceeds to pay for Buyer's purchase. In the event Buyer's order is not serviceable by logistic service providers or by Smartron or the Seller or the delivery address is not located in an area that is covered under the order confirmation form, Buyer may provide an alternate shipping address on which the Product can be delivered by the logistics service provider or by Smartron or the Seller, as the case may be.

- 16.8.3. Please note that there is no guaranteed dispatch time and any information about the dispatch time is estimate only and should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Buyer and the Seller or Smartron and the Buyer for purchase and sale of Product on or through the Website. However, the Product shall not be delivered to the Buyer unless the Buyer makes the full payment towards the purchase of Product, unless otherwise expressly stated by Smartron or Sellers.
- 16.8.4. Buyer shall be bound to take delivery of the Products purchased by the Buyer that are said to be in a deliverable state. Where Buyer neglects or refuses to accept the delivery of the Products ordered by the Buyer, the Buyer may be liable to Smartron or the Seller as the case may be for such non-acceptance and shall further be liable to for any loss of any fee or charges its third parties shall have earned from Smartron or the Seller if such delivery or transaction should have been completed. Buyer acknowledges that such damages or loss to its third parties are not consequential or indirect.
- 16.8.5. The title in the Products and other rights and interest in the Products shall directly pass on to the Buyer from Smartron or the Seller as the case may be upon delivery of such Product and upon full payment of price of the Product. Upon delivery, the Buyer is deemed to have accepted the Products. The risk of loss shall pass on to the Buyer upon delivery of Product.

16.9. Return Policy of the Product

- 16.9.1. Buyer's Product related complainant for refund or replacement will the processed in accordance with the Return's Policy available at [http://www.smartron.com/tstore/____.] Both Buyer and Seller agree to this Policy. However, in the event of false, frivolous or baseless complaints regarding the delivery or quality of the Products, the Buyer will not be eligible for refund or replacement. [*Note: Smartron to please confirm if the terms of returns of the Product sold by Smartron and the Seller should be incorporated in this Terms of Sale.*]
- 16.9.2. Before accepting delivery of any Product, the Buyer shall reasonably ensure that the Product's packaging is not damaged or tampered.
- 16.9.3. The return process of a Product may be subject to additional terms depending on the nature and category of the Product. Any such additional terms may be specified on the Website or be intimated by Smartron or the Seller as the case maybe, at the time of purchase of the Product.
- 16.9.4. In the event the return of a Product is duly accepted by Smartron or the Seller, the value of such Product, as originally paid by Buyer during acceptance of Product, will either be refunded to Buyer either to the bank account provided by the Buyer for such refund, or to the payment instrument of the Buyer from which payment was made, or to any pre-paid payment instrument account of the Buyer, subject to deduction of any amount which Smartron or the Sellers may make as separately indicated.

16.10. Cancellation of Transaction or Orders

- 16.10.1. Cancellation by Smartron or the Seller: There may be certain orders that Smartron or the Seller is unable to accept and has the right to cancel either by Smartron or the Seller directly. Smartron or the Seller reserves the right, at its sole discretion, to refuse or cancel any order for any reason whatsoever. Some situations that may result in Buyer's order being cancelled include, without limitation, non-availability of the Product or quantities ordered by Buyer or inaccuracies or errors in pricing information. Smartron or the Seller may also require additional verifications or information before processing any order. All such cancellation shall be without any recourse to Buyer and without any liability to Smartron or the Seller. If Buyer's order is so cancelled, after the payment has been processed, the said amount will be reversed / remitted to the Buyer either to the bank account provided by the Buyer for such reversal, or to the payment instrument of the Buyer from which payment was made, or to any pre-paid payment instrument account of the Buyer. The above is the sole remedy of the Buyer and the sole liability of Smartron or the Seller for any cancellation of the purchase order by Smartron or the Seller or otherwise for cancellation other than by the Buyer.
- 16.10.2. Cancellation by the Buyer: In case of requests for order cancellations, Smartron and Seller reserves the right to accept or reject requests for order cancellations for any reason whatsoever. As part of usual business practice, if Smartron or the Seller receives a cancellation notice and the order has not been processed, Smartron or the Seller Provider may cancel the order and refund the entire amount to Buyer within a reasonable period of time. Smartron or the Seller will not be able to cancel orders that have already been processed by Smartron or the Seller. Buyer agrees not to dispute the decision made by Smartron or the Seller and accept Smartron's or the Seller's decision regarding the cancellation.

16.11. Seller Restrictions

- 16.11.1. Sellers cannot list or sell items that: (i) infringe upon intellectual property rights or (ii) are illegal, fake, counterfeit, or stolen. Items listed for sale must be listed on the correct item page and an accurate description of the products description must be given. The accounts of Sellers may be limited in a matter that allows them to make a certain amount of transactions within a given time at the sole discretion of Smartron. Smartron reserves the right to refuse service to anyone at any time for any reason.
- 16.11.2. Smartron shall determine which Products may be offered for sale on the Website. Products may be added or removed by Smartron at any time without notice. Changes by Smartron to the item detail pages of a Product can also take place without notice. Smartron may also change the way listings appear on the Website without notice to users of the Website.
- 16.11.3. By listing an item in our T-store you agree that you have the right to sell the item, the item is in your possession and that your description provided in your listing is complete and accurate. Sellers are not allowed to drop ship or sell items they do not physically possess.

16.12. Seller's Indemnity

Seller will defend, indemnify and hold harmless Smartron and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or

other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms of Sale; or (ii) the Products you sell, any content you provide, the advertisement, offer, sale or return of any Products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any Products you sell or content you provide, or the collection, payment or failure to collect or pay any taxes.

16.13. Limitation of Liability

Smartron shall not 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 third party sellers or the marketplace, or those resulting from any goods, Products or services purchased or obtained or messages received or transactions entered into via the Sellers.

16.14. Disclaimer by Smartron

- 16.14.1. Smartron's role in the case of sale of Products by the Seller is that of an intermediary in the form of an online marketplace and is limited to managing the Website to enable Sellers to exhibit, advertise, display, make available and offer to sell the Products of the Sellers and to enable Buyer to purchase the Products so offered by the Sellers, and other incidental services to facilitate the transactions between Sellers and the Buyers. Accordingly, the contract for sale of any of the products shall be a bipartite contract between Seller and the Buyer. At no time shall Smartron have any obligations or liabilities in respect of such contract nor shall Smartron hold any title in the Products sold by the Seller. The title in the Products and other rights and interest in the Products sold by the Seller shall directly pass to the Buyer from the Seller.
- 16.14.2. These Terms of Sale shall not amend or modify any agreements, contracts, terms or policies between the Buyer or Seller on one hand and Smartron on the other hand.
- 16.14.3. Smartron does not control, endorse or accept responsibility for any Product (including but not limited to product catalogues) offered by Sellers accessible through the Website or any linked sites. Smartron makes no representations or warranties whatsoever about, and shall not be liable for, the Seller or any such third parties, their Products including representations relating to merchantability, fitness of a Product or service for a particular purpose, and non-infringement of third party intellectual property rights. Any transactions that Buyer may have with such third parties are at Buyer's own risk. The products shall be subject to Seller's terms and conditions for warranty, service and maintenance, and Smartron does not accept any responsibility for the same. Smartron also does not accept any responsibility for the usage of the Products by the Buyer.
- 16.14.4. Smartron specifically disclaims any liability with regard to any illegal, infringing, fake, duplicate, spurious, defective or counterfeit, refurbished, expired products purchased by Buyer from the Seller and Smartron shall not assume any liability if the product purchased or availed by buyer from the seller is not exactly as per specifications detailed in the purchase confirmation order. Smartron is in no way responsible or liable for the offer for sale or sale of the Product by the Seller to the Buyer, its delivery, the warranty terms (if any) related to the Product and the return, refund or cancellation of purchase of any Products.

- 16.14.5. Smartron does not warrant that the sale price provided by the Seller of the Product is accurate, proper and valid. Any error in the sale price shall be solely attributed to the Seller and not to Smartron. Prices, Product description and availability of the Product are Seller's responsibility.
- 16.14.6. Buyer expressly acknowledges that the Seller selling the defective Product will be responsible to Buyer for any claims that Buyer may have in relation to such defective Product and Smartron shall not in any manner be held liable for the same.
- 16.14.7. Smartron shall not assume any liability for the non-availability of the Product, delivery of the Product directly by the Seller and the installation of the Product where required.

16.15. Content Agreement

By agreeing to the Terms of Sale, the Seller grants the royalty-free use of any content Seller submits to Smartron. Seller represents that it owns any content the Seller submit to Smartron or the Seller has the right to distribute submitted content. Seller will be responsible for any violation of any rights for any unauthorized content submitted by Seller on the Website.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "**Intellectual Property**") on the Website is owned and controlled by Smartron and the design, structure, selection, coordination, expression, look and feel and arrangement of such Intellectual Property is protected by copyright, patent and trademark laws, and various other Intellectual Property right.
- 17.2. The trademarks, logos and service marks displayed on the Website of Smartron are the property of Smartron (collectively "**Marks**") and You are not permitted to use the Marks without the prior consent of Smartron. The Smartron owns all intellectual property rights to the trademark "Smartron" and "t-store" and variants thereof, and the domain name, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.
- 17.3. Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any content through any medium without obtaining the necessary authorization from Smartron.

18. TRADEMARK COMPLAINTS

Smartron respects the intellectual property of others. In case You feel that Your trademark has been infringed, You can write to [●].

19. PRODUCT DESCRIPTION

We do not warrant that product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

20. TERMINATION

- 20.1. The term of this Terms of Use and Service will continue to apply until terminated by either You or Smartron as set forth below. If You want to terminate Your agreement with Smartron, You may do so by (i) not accessing the Website; or (ii) closing Your Accounts (if any).
- 20.2. Smartron may at its discretion and at any time with or without notice terminate or suspend the Terms of Use and Service without cause or with cause if:
- (a) You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You;
 - (b) Smartron is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful or pursuant to a request by a regulatory authority);
 - (c) The provision of the services to You by Smartron is, in Smartron's opinion, no longer commercially viable;
 - (d) Smartron has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof) either in general or specifically to You;
- 20.3. For technical or any other reason, termination or suspension may include: (i) removal of access to all or portion of the offerings on the Website or with respect to the Services or any portion thereof; (ii) deletion of Your materials and / or Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with You or inside Your Account (or any part thereof); and (iii) barring of further use of the Website or Services. Smartron may also delete any content or other materials relating to Your use of the Website. Smartron shall not be liable to You or any third party for any such termination. Termination or suspension shall not affect Your liability or obligation arising prior to such termination or suspension.

21. FORCE MAJURE

- 21.1. Smartron shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Terms of Use and Service and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be result of or arising out of Force Majeure Event set out here.

Explanation: "**Force Majeure Event**" means any event due to any cause beyond the reasonable control of Smartron, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake ,explosion, acts of God, civil commotion, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or contents provided for availing the Products and/or Services under the Website, such that it is impossible to perform the obligations under this Terms of Use and Service, or any other cause or circumstances beyond the control of Smartron hereto which prevents timely fulfilment of obligation of Smartron hereunder.

22. GOVERNING LAW

These Terms of Use and Service and Terms of Sale shall be governed and construed in accordance with the laws of India without reference to conflict of laws principles. Any claim against Smartron in relation to Website or its Products shall be adjudicated in courts in Telangana and You agree to exclusive jurisdiction of these courts.

23. DISPUTE RESOLUTION

Smartron is not directly involved with transactions between Buyers and Sellers, You agree to release Smartron its affiliates and their respective employees, directors, agents and representatives from claims, demands, and damages related to transaction disputes. If a dispute arises between the Buyers and Seller, the Buyers and Sellers are expected to deal/consult with each other to come to an amicable resolution. However, Smartron shall have the right but not the obligation to resolve any dispute between the Seller and the Buyer in a manner Smartron deems and at the discretion of Smartron. Disputes which are related to and between Smartron and Sellers/Buyers shall be settled amicably by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be referred to a sole arbitrator mutually decided by the Parties. The venue of the arbitration shall be at Hyderabad and the language of the arbitration proceedings shall be English. The award by the arbitrator shall be final and binding on the Parties.

23.1. Whenever there is a disagreement between the Buyer and Seller, the Buyer can write to [●], while the Seller can write to [●], in order to raise a dispute. Disputes can be raised at a particular Transaction level, i.e. for those Transaction exceeding Rs. [●]. *[Note: Please confirm the threshold price/level upon which a dispute may be raised by the Buyer/Seller in accordance with the provisions of this Clause 27.1]*

23.2. In case the Seller rejects the return request of the Buyer, and Buyer raises a dispute, then Smartron may at its sole discretion, try to mediate and resolve the dispute between both the parties. If the dispute is resolved in favour of the Buyer, a refund shall be provided to the Buyer, once the product is returned to the Seller. If the dispute is settled in favour of the Seller, then the Buyer shall not be entitled to any refund.

23.3. Any dispute or difference regarding any matter arising between Smartron and the User shall be referred to arbitration by a sole arbitrator solely appointed by Smartron and the arbitral proceedings shall be governed in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Hyderabad, India. The language of the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding on the parties.

24. THIRD PARTY DISPUTES

Any dispute between You and any other third party arising out of the use of the Website shall not be the responsibility or liability of Smartron. Smartron shall not be held liable for any negligent conduct or behaviour, whether actions or omissions, of any third party in relation to the use of the Website. Smartron encourages You to report any complaints about the Website to Smartron by contacting the Grievance Officer as specified in Clause 23 below, and Smartron shall take appropriate action as soon as reasonably possible.

25. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are as provided below:

Mr./Ms. [●]

Address: [●]

Phone: [●]

Email: [●]

Time: [●]

26. TAXES

You hereby agree that You shall be responsible for paying all fees associated with the use of the Website, if any, and You agree to bear any and all applicable taxes, charges, cesses etc. levied thereon.

27. INDEMNITY

You shall indemnify and hold harmless Smartron, its licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use and Service, Privacy Policy and other Website Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

28. LIMITATION OF LIABILITY

In no event shall Smartron be liable for any special, incidental, indirect or consequential damages of any kind in connection with these Terms of Use and Service, even if User has been informed in advance of the possibility of such damages.

29. ASSIGNMENT

You cannot assign or otherwise transfer the Terms of Use and Service, or any rights hereunder to any third party. Smartron's rights under the Terms of Use and Service are freely transferable by Smartron to any third parties without the requirement of seeking Your consent.

30. SEVERABILITY

If a court of competent jurisdiction finds any provision of the Terms of Use and Service, or portion thereof, to be unenforceable, the same shall not affect the provisions of any other portion of the Terms of Use and Service. In any event, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision.

31. WAIVER

Any failure by Smartron to enforce or exercise any provision of the Terms of Use and Service, or any related right, shall not constitute a waiver of that provision or right.

32. NOTICES

32.1. Any notices required or permitted to be given to Smartron hereunder shall be in writing and sent by (i) registered or certified mail, (ii) hand-delivery, or (iii) internationally recognized courier service, to the address of Smartron as set out below or to such other address as Smartron may specify from time to time.

Address: [●]

Email: [●]

Attention: [●]

32.2. This notice or any other communication under this Agreement shall be in the English language.

32.3. A notice will be deemed to have been received (i) if personally delivered, at the time of delivery; and (ii) if sent by courier, at the time the acknowledgment of receipt was signed.

PART III

PRIVACY POLICY

This privacy policy (“**Privacy Policy**”) is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000. This Privacy Policy does not require any physical, electronic or digital signature.

This Privacy Policy is a legally binding document between You and Smartron (both terms defined below). The terms of this Privacy Policy will be effective upon your acceptance of the same (directly or indirectly in electronic form, by clicking on the "**I Accept**" tab on the Website (as defined below) or by use of the Website or by other means) and will govern the relationship between You and Smartron for your use of the Website.

This document is published and shall be construed in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, under Information Technology Act, 2000, that require publishing of the privacy policy for collection, use, storage and transfer of sensitive personal data or information.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. By using the Website, you indicate that you understand, agree and consent to this Privacy Policy. **IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THIS WEBSITE.** You hereby provide your unconditional consent or agreements to Smartron as provided under Section 43A and Section 72A of Information Technology Act, 2000.

This Privacy Policy is a contract between Smartron India Private Limited (“**Smartron**”) and the users of the Website. The terms “**You**” / “**Your**” / “**Yourself**” refer to the users. The term users shall include both registered and guest users who access the Website.

Smartron (hereinafter also referred to as “**We**”, “**Us**”, “**Our**”) provides a variety of services that enable users to learn about, purchase, use, manage and maintain Our products, and to access and exchange ideas, tips, information and techniques related to Our devices, products and services, including through mobile applications, and cloud-based services (collectively, the “**Services**”). This Privacy Policy applies to Our websites, mobile sites or mobile applications (collectively, “**Website**”) and the information that We collect through Our Services, including any Usage Data (as defined below). By using any of Our Services, You accept and agree to the practices described in this Privacy Policy and also on behalf of all persons and businesses for whom You are acting.

By providing Us Your Information or by making use of the facilities provided by the Website, You hereby consent to the collection, storage, processing and transfer of any or all of Your Personal Information and Non-Personal Information by Smartron as specified under this Privacy Policy. You further agree that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to You or any other person.

This Privacy Policy shall be read together with the Terms of Use and Service set out in Part I herein above (“**Terms of Use**”), the Terms of Sale set out in Part II (“**Terms of Sale**”), the other policies of the website available at [*insert url*] together with all other notices, disclaimers, guidelines appearing on the Website from time to time (collectively referred to as “**Website Policies**”) and shall constitute the entire agreement upon which You are allowed to access and use the Website and avail the Services (as defined below)

This Privacy Policy is incorporated into and is also subject to any applicable terms governing the Service(s) that You are using. Certain Services may be subject to additional Terms of Use, which You will be notified of in connection with the use of any such Services. You expressly consent to Our use and disclosure of Your personal information in accordance with this Privacy Policy by mere use of the Website. Any question or dispute over privacy is subject to this Privacy Policy and Our Terms of Use, including its applicable limitations of liabilities. As Our devices put into use the Android and Windows 10 platforms, this Privacy Policy also incorporates by reference the privacy policies of Google Android and Microsoft Windows 10 platforms which are available at [*insert url*] and [*insert url*] respectively.

This Privacy Policy is subject to revision by Smartron at any time without notice and hence the users are requested to carefully read this Privacy Policy from time to time before using the Website. The revised Privacy Policy shall be made available on the Website. You are requested to regularly visit the Website to view the most current Privacy Policy. It shall be Your responsibility to check the Website periodically for changes to the Privacy Policy. Smartron may require You to provide Your direct or indirect consent to any update in a specified manner before further use of the Website and the Services. If no such separate consent is sought, Your continued use of the Website and/or Services following such changes will constitute Your acceptance of those changes.

SMARTRON HAS PROVIDED THIS PRIVACY POLICY TO FAMILIARISE YOU WITH:

- The type of data or information that You share with or provide to Smartron and that Smartron collects from You;
- The purpose for collection of such data or information from You;

- Smartron information security practices and policies; and
- Smartron policy on sharing or transferring Your data or information with third parties.

- [Information Collected By Us](#)
- [The Way We Use Information](#)
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1. Information Collected By Us

User Provided Information. When using Our Services, You may provide to Us certain information by which someone could personally identify You, including Your name, email address, mailing address, or other contact information, or any other items of "sensitive personal data or information" as such term is defined under the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Of Information) Rules, 2011 enacted under the Information Technology Act, 2000 ("**Personally Identifiable Information**"), as well as information about Yourself such as Your power usage, browser type, webpages of Our Services that You access, or internet protocol address, by which someone could not personally identify You ("**Non-Personally Identifiable Information**").

Set out below are some of the information We may collect from You:

1. Device Location;
2. SMS;
3. Emails including Gmail;
4. Device Notifications;
5. Clipboard information;
6. Information about all other apps installed by User on devices;
7. Other apps usage pattern;
8. Times and places where the User charges the devices;
9. Times and places where the User connects to wi-fi networks;
10. Names of the wifi networks the user connects to
11. Device camera usage information;
12. Track information of songs and videos played by User;
13. Information relating to calendar events;
14. Contact information
15. Voice recordings made through devices and products

Usage Data. As described in this section, We may automatically collect certain information when You use Our devices and other Services ("**Usage Data**"). Usage Data includes any information that Your devices and web browser send to Our servers automatically. The Usage Data that We collect may include information such as Your device data, sensor data, device signals, device parameters, device identifiers that may uniquely identify Your devices, web request, internet protocol address, browser type, browser language, referring/exit pages and URLs, platform type, the date and time of Your request, and one or more cookies that may uniquely identify Your devices or browser. We collect call logs, messages, etc., if the user had chosen to back them up with Us.

In addition, We may, with Your consent, automatically collect location information (including latitude and longitude), performance data, motion data, temperature data, power usage data, and any data or signals collected by the devices as part of the Usage Data. We do not collect the contents of any communications that pass through Our devices or Services. **Support Data.** We may collect certain support data when You submit a support request, including information about Your hardware, software and other information related to Your support requirements. We will use this support data to resolve Your support incident and for training and product development purposes. Application logs will be used for this purpose.

Payment Data. We may collect certain payment data You provide when You make an online purchase through Our Website. This may include Your name, billing address, shipping address, payment instrument number (e.g., credit card), and the security code associated with such instrument. – We do not collect credit card information at Our end. It is collected by the payment gateway. We will only use Your payment data to complete Your transaction, send You notices about Your transactions, and to detect and prevent fraud.

Mobile Application Data. When You download any mobile application, We may receive a unique identifier or information about Your location.

You hereby represent to Smartron that:

- 1) the Information You provide to Smartron from time to time is and shall be authentic, correct, current and updated and You have all the rights, permissions and consents as may be required to provide such Information to Smartron.
- 2) Your providing the Information to Smartron and Smartron's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees.

Smartron and each of Smartron entities officers, directors, contractors or agents shall not be held responsible for the authenticity of the Information that You or any other user provide to Smartron. You shall indemnify and hold harmless Smartron and each of Smartron entities, officers, directors, contracts or agents and any third party relying on the Information provided by You against any losses or damages arising in the event You are in breach of this Privacy Policy including this provision and the immediately preceding provision above.

Your Information will primarily be stored in electronic form however certain data can also be stored in physical form. We may store, collect, process and use Your data in countries other than Republic of India but under compliance with applicable laws. We may enter into agreements with third parties (in or outside of India) to store or process Your information or data. These third parties may have their own security

standards to safeguard Your information or data and We will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard Your information / data.

2. The Way We Use Information

In general We use the information We collect related to the Services as follows:

WE DO NOT SELL THE INFORMATION COLLECTED.

- **Providing the Services.** We may use Your Personally Identifiable Information, Non-Personally Identifiable Information and Usage Data (together, "**User Information**") to operate, maintain and provide the features and functionality of a Service and for related business purposes.
- **Communicating with You.** We may use Your email address or other personally identifiable information to send You marketing emails. You may opt out of such marketing messages by following the opt out instructions in any marketing email We send You. Even if You opt out of marketing emails We may still use Your email address to send You non-marketing or administrative emails, such as to notify You of important changes to Our Services or policies or for customer service purposes.
- **Services for Wireless Network Providers.** Some of the Usage Data that We may collect may be on behalf of Your Internet service provider who may access and use this information for their purposes under their agreement with You. Use of this Usage Data by these third-parties is not subject to this Privacy Policy.
- **Other Business Uses.** We also may use Your User Information to:
 - 1) understand how users access and use Our Services on an aggregate and individualized basis, to improve the quality and design of Our Services, and to create new features, promotions, functionality and services by storing, tracking and analyzing user preferences and trends;
 - 2) remember information so that You will not have to re-enter it during Your visit or the next time You use Our Services;
 - 3) provide You with custom, personalized content and information;
 - 4) monitor aggregate metrics such as total number of visitors, pages viewed, etc.;
 - 5) track Your use of Our Services;
 - 6) provide custom, personalized data analysis;
 - 7) facilitate the provision of the updates to any applications or services, authenticate Our products;
 - 8) verify compliance with these Terms;
 - 9) improve Our products and services; and
 - 10) perform other lawful businesses and commercial activities.

OTHER SPECIFIC USAGE:

1. Information of the User gathered through Smartron's T-Band will be shared with Tronx service of Smartron;
2. All information gathered by TronX on the devices will be shared across Tronx services in other hardware (thome, tband etc) and vice versa;
3. All Information collected will be stored in our servers securely for improving our services and will be stored and analysed for building the User profile. Voice recordings made through devices and products may be stored for a period up to 6 months;
4. Calendar events on the User's devices shall be shared with tronx Services for improved suggestions;

5. File System to Read/Write Files/Documents may be accessed;
6. Create calendar events on behalf of the services;

3. How We May Disclose Information

We may disclose the information We collect related to the Services as follows:

- **Public Information.** When You submit or post information in the discussion and public areas of Our Services, certain User Information (such as Your username, number of posts, and reputation and avatar information) will be shared with other users of the Services or with the general public. You may, by using applicable parts of the Services, publically share Your User Information, including Personally Identifiable Information. Please see "Public Information" below.
- **Usage Data.** We may provide Usage Data to Our customers, in connection with the Services which those customers use. For example, Our customers may include network providers or operators; We may disclose Usage Data to these customers in connection with the products and devices that are deployed over these customers' networks. The treatment of Usage Data by these third-parties is subject to their own privacy policies, and not this one. We are not responsible for the content or privacy and security practices and policies of those third parties.
- **Aggregate or De-identified Data.** We may share Non-Personally Identifiable Information, including Usage Data (such as anonymous or aggregate user usage data, referring/exit pages and URLs, platform types, etc.), with certain third-parties to assist such third-parties in understanding the usage patterns for certain content, services and/or functionality with respect to Our Services. We may also share aggregate or de-identified information about users with third-parties for marketing, research, or similar purposes.
- **Business Transfers.** If We are acquired by or merged with another company, or if substantially all of the assets of one of Our business activities are transferred to another company, We may transfer the information We have collected from You to the other company.
- **Employees.** We strictly control the access of Our employees to Your data. We know You rely on Us to take care of Your most important information. Keeping it safe and private is Our top priority. Only a small number of Our employees are able to access Your data on a need to know basis and when required to do so. Except in those rare circumstances, We have strict policy and technical access controls that prohibit employee access.
- **Other Disclosures.** We may also disclose User Information:
 - 1) if required to do so by law, or in the good-faith belief that such action is in compliance with state and central laws (including, without limitation, copyright laws) or in response to a court order, subpoena, legal process or search warrant;
 - 2) if We believe, in good faith, such action is appropriate or necessary to enforce Our Terms of Service or any terms applicable to specific Services, exercise Our legal rights, take precautions against liability, to investigate and defend Ourselves against any claims or allegations, to assist government enforcement agencies, to protect the security or integrity of Our Services, and to protect the rights, property, or personal safety of Us, Our users or others;
 - 3) to any parent company, affiliated entity, or other entity controlled by, controlling, or under common control with, Us (in which case, We will require such entities to honor this Privacy Policy); or
 - 4) as otherwise described herein.

You further agree that such disclosure, sharing and transfer of Your Personal Information and Non-Personal Information shall not cause any wrongful loss to You or to any third party, or any wrongful gain to Us or to any third party.

4. Cookies and Other Tracking Technology

We may use cookies, web beacons, local stored objects (LSOs), JavaScript and similar technology in connection with Your use of some of Our Services, including Our Website and mobile applications, to collect Usage Data and other analytics data. We may also permit third-parties to use cookies and other tracking technologies to collect usage and analytics data on Our site and mobile app. In addition, some of Our Services may use analytic software (which may be provided by third-parties) to collect further Usage Data regarding the usage patterns of Our users. We may combine Usage Data with the other information We collect (including Personally Identifiable Information), which could enable Us to trace Usage Data to an individual user.

Cookies. Cookies are alphanumeric identifiers that are transferred to Your computer's hard drive through Your web browser for record-keeping purposes. Some cookies allow Us to make it easier for You to navigate Our Services, while others are used to enable a faster log-in process or to allow Us to track Your activities while using Our Services. Most web browsers automatically accept cookies, but if You prefer, You can edit Your browser options to block them. The "Help" portion of the toolbar on most browsers will tell You how to prevent Your computer from accepting new cookies, how to have the browser notify You when You receive a new cookie, or how to disable or delete cookies altogether. Some features of the Services may not function with cookies disabled.

Local Storage Objects. We may use Local Storage Objects ("LSOs"), including Flash LSOs, to store Your preferences and to personalize Your visit to Our site and use of Our Services. LSOs are different from browser cookies because of the amount and type of data stored. Typically, You cannot control, delete or disable the acceptance of LSOs through Your web browser. For more information on Flash LSOs, or to learn how to manage Your settings for Flash LSOs, go to the Adobe Flash Player Help Page, choose "Global Storage Settings Panel" and follow the instructions.

Web Beacons. Web beacons are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on Your computer's hard drive, web beacons are embedded invisibly on web pages. We may use web beacons (a.k.a., clear GIFs, web bugs or pixel tags), in connection with Our Website and mobile application to, among other things, track the activities of users, help Us manage content, and compile statistics about usage. We and Our third-party service providers may also use web beacons in HTML emails to Our customers, to help track email response rates, identify when Our emails are viewed, and track whether Our emails are forwarded.

Third-Party Tracking. Our Website currently does not honor "Do Not Track" browser signals. However, We do not track individual user movements across Our site and third-party sites, nor do We permit third-parties to track Personally Identifiable Information about users across Our Website and third-party sites.

Ad Networks. We may use third-parties, such as network advertisers, to display advertisements on third-party websites and mobile apps, on Our behalf. Network advertisers are third-parties that display advertisements based on Your use of Our Services and other third-party website and mobile applications. This enables Us and these third-parties to target advertisements by displaying ads for products and services in which You might be interested. These third-parties may use cookies and other technologies to measure the effectiveness of their ads and to personalize advertising content to You. These third-party cookies and other technologies are governed by each third-party's specific privacy policy, not this one. We may provide third-party advertisers with aggregate or de-identified information about Your usage of Our Services. We do not share Your Personally Identifiable Information with these third-parties, and We

do not permit these third-parties to use cookies and other tracking technologies placed on Our Site to automatically collect Personally Identifiable Information about users.

You may opt out of many website third-party ad networks, including those operated by members of the Network Advertising Initiative ("NAI") and the Digital Advertising Alliance ("DAA"). For more information regarding this practice by NAI members and DAA members, and Your choices regarding having this information used by these companies, including how to opt out of third-party ad networks operated by NAI and DAA members, please visit their respective websites: www.networkadvertising.org/optout_nonppii.asp (NAI) and www.aboutads.info/choices (DAA). Opting out of one or more NAI member or DAA member networks (many of which will be the same) only means that those members will no longer deliver targeted content or ads to You. It does not mean You will no longer receive any targeted content or ads. You may continue to receive advertisements, for example, based on the particular website that You are viewing. Also, if Your browsers are configured to reject cookies when You visit the opt-out page, or You subsequently erase Your cookies, use a different computer or change web browsers, Your opt-out may no longer be effective.

5. Your Choices

Marketing Communications. We may share Your information with Our affiliates who may in accordance with applicable laws, use the information You provide Us to send You promotional emails. You may opt out of receiving marketing emails from Us by following the opt-out instructions contained in any marketing email We send You. Please note that it may take up to ten (10) business days for Us to process opt-out requests. If You opt out of receiving marketing emails from Us, We may still send You emails about Your account or any Services You have requested or received from Us.

Profile Information. If You maintain a profile, You may modify Your profile information by logging into Your account and updating Your information. Please note that copies of information that You have updated, modified or deleted may remain in Our systems, and may also be viewable in cached and archived pages of Our Website for a period of time. Additionally, if You discontinue using Our Services or update Your profile information, We may retain the data previously collected about You.

Please feel free to contact Us, as provided under "Questions, Disputes and Contact Information" below, with any questions or comments about this Privacy Policy, Your User Information, or Your consent to using Your User Information.

6. Data Security

- We believe that We have implemented commercially reasonable precautions to protect the information We collect from loss, misuse, and unauthorized access, disclosure, alteration and destruction. Please be aware that despite Our efforts, no data security measures can guarantee 100% security. You should take steps to protect against unauthorized access to Your account and the information accessible via Your account by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping Your log-in and password private. We are not responsible for any lost, stolen or compromised passwords or for any activity on Your account via unauthorized password activity.
- We have adopted the [•] security standard to protect the confidentiality and security of Your information. *[Trilegal Note: The Company is legally required as per Rule 8 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 to implement a comprehensive information security standard. The*

IS/ISO/IEC 27001 security standard is one of the acceptable standards. Smartron to please specify the standard(s) you have adopted.]

- If You choose a payment gateway to complete any transaction on Website then Your credit card data may be stored in compliance with industry standards/ recommended data security standard for security of financial information such as the Payment Card Industry Data Security Standard (PCI-DSS).
- Smartron may share Your Information with third parties under a confidentiality agreement which *inter alia* provides for that such third parties not disclosing the information further unless such disclosure is for any of the specific reasons We collect the information. However, Smartron is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Identifiable Information. Smartron is not liable for any loss or injury caused to You as a result of You providing Your Personal Identifiable Information to third party (including any third party websites, even if links to such third party websites are provided on the Website).
- Notwithstanding anything contained in this Policy or elsewhere, Smartron shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).
- For the purposes of this Privacy Policy, a "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of Smartron and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable control of Smartron), power or electricity failure or unavailability of adequate power or electricity.
- You agree that all Personal Information shall be retained till such time required for the Purpose or required under applicable law, whichever is later. Non-Personal Information will be retained indefinitely.

7. Third-Party Links

Our Services may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Privacy Policy, but instead is governed by the privacy policies of those third-parties. We are not responsible for the information practices of such third-parties.

Smartron is not responsible for any form of transmission, whatsoever, received by You from any third party website. Accordingly, Smartron does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such third party websites, nor does Smartron control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such third party websites. The inclusion or exclusion does not imply any endorsement by Smartron of the third party websites, the website's provider, or the information on the website. The information provided by You to such third party websites shall be governed in accordance with the privacy policies of such third party websites and it is recommended that You review the privacy policy of such third party websites prior to using such websites.

8. Minor's Privacy

We do not collect Personally Identifiable Information with regard to the age of the users, and no part of Our Services is directed to users under eighteen (18) years of age. If We learn that Personally Identifiable Information of users under eighteen (18) years of age has been collected on or through Our Services, then We will take the appropriate steps to delete this information from Our systems. If You are a parent or guardian and discover that Your child under eighteen (18) years of age has provided Personally Identifiable Information to Us, then You may alert Us at *[insert email or contact information]* Attn: [Privacy Manager] Grievance Officer, at the address mentioned below in Clause 13 below and request that We delete Your minor's Personally Identifiable Information from Our systems. Since, we do not ask for Your age or date of birth, we cannot independently verify the age of the users.

9. Special Note to International Users

Most of Our Website Services are hosted in India. If You are accessing Our Services from outside of India, where laws or regulations governing personal data collection, use and disclosure differ from Indian laws, please be advised that Your continued use of Our Services may be governed by Indian law, this Privacy Policy, and any other terms applicable to Our Services. Information about You that We collect or that You submit may be transferred to, processed in, and held in countries other than the one in which You reside (including India) and which the European Union and other jurisdictions have deemed do not provide "adequate" protection for personal information. If You are located in a country outside India and voluntarily submit User Information to Us, You thereby consent to the general use of such information as provided in this Privacy Policy and to the transfer of that User Information to, or storage of that information in, the India or other locations in which information is stored.

10. Public Information

Please note that if You choose to share information about Yourself in any discussion or public areas of Our Services (such as the Community Forum or review boards on the Smartron Websites) We consider that information to be public information. Any personal information that You include in any content submitted or posted when using the public areas of Our Services can be viewed by the general public, so please consider this before submitting any such information or content. You are solely responsible for any information, including any Personally Identifiable Information, You disclose on the discussion or public areas of Our Services, and any use of such information by any third-parties regardless of whether You permitted or did not permit such use. We cannot control how others use the information that You post to public areas of Our Services.

11. Changes and Updates to this Privacy Policy

THIS PRIVACY POLICY MAY BE REVISED PERIODICALLY AND THIS WILL BE REFLECTED UNDER "DATE LAST MODIFIED" BELOW. IF WE MAKE ANY CHANGE TO THE WAY IN WHICH WE TREAT YOUR PERSONALLY IDENTIFIABLE INFORMATION, WE MAY INFORM YOU OF SUCH CHANGE VIA EMAIL OR BY POSTING A NOTICE IN THIS PRIVACY POLICY OR AT OUR WEBSITE, DEPENDING UPON THE SIGNIFICANCE OF THE CHANGE. YOUR CONTINUED ACCESS OR USE OF OUR SERVICES AFTER ANY CHANGES BECOME EFFECTIVE CONSTITUTES YOUR CONSENT TO, AND AGREEMENT TO BE BOUND BY, THE REVISED PRIVACY POLICY IN RELATION TO THE USER INFORMATION RECEIVED FROM YOU OR YOUR DEVICES.

12. Questions, Disputes and Contact Information for Redressal of Grievances:

If You wish to access, modify or have any dispute or if You find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of Your information under this Privacy Policy, please contact Us with any questions, comments or concerns at the following address:

The Grievance Officer (as designated under Information Technology Act, 2000):

1st Floor, Kapil Towers, Financial District, Gachibowli, 500032
Opp. ICICI Bank Nanakaram Towers, Guda,
ISB Road, Hyderabad -
Phone: +91 40 69991771
email: support@smarton.com

13. Date Last Modified

This Privacy Policy was last modified [•], 2017.