

# AuroraX PVT Ltd (BharatX Services) Privacy Policy

This Privacy Policy (“**Privacy Policy**”) describes the Company's policies and procedures on the collection, use and disclosure of your information when you use the App or our Services. We will not use or share your information with anyone except as described in this Privacy Policy.

This Privacy Policy is a part of and incorporated within and is to be read along with the Terms of Use (“**Terms**”). The capitalized terms used in this Privacy Policy, but not defined herein, shall have the meaning given to such terms in the Terms.

## 1. Scope of Policy

a. When You register/signup for the Platform, AuroraX may collect personal and non-personal information. These include:

**i. Information you give us:**

1. You may give us information about yourself and/or the organization which you are authorized to represent by filling in the details under account information, or by corresponding with us by phone, e-mail or otherwise. This includes without limitation, information you provide when you register to use the application, subscribe to our Service(s), or use our Service(s). Accordingly, whenever you use, register or sign-up with the website/application or Service(s), you consent to the collection, use, and disclosure of the information in accordance with this Policy;
2. "Personal Information" for the purposes of this Policy shall include, but not be limited to, information regarding Your name, address, telephone number, date of birth, gender, e-mail address, location, any data available on your mobile phone or other devices, proof of identity issued by any governmental authority etc.

**ii. Information we collect about you: With regard to each of your visits to the Platform(s), we may automatically collect the following information.**

1. The Website/Application/API (“Platform(s)”) may collect Personal Information, technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
2. In order to record, support and facilitate your participation in the Service, AuroraX may track your preferences, to provide You with a customized

experience, to notify You of any updated information and new activities and other related functions offered by AuroraX, keep You informed about latest content available on the Website, special offers, and other products and Service of AuroraX, to assist You with customer service or technical support issues, to follow up with You after Your visit, to otherwise support Your relationship

with AuroraX or to prevent fraud and unlawful use;

3. AuroraX may collect information about your visit, including the full Uniform Resource Locators (URL) click stream to, through and from the App (including date and time); material or information that you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number;
4. If you use your account information with social networking or similar site (collectively, “**SNS**”) to sign in to the App, an option of which may be provided by the App to you at its sole discretion, we will collect and store your SNS user ID, and other account information and other information freely made available to the Company by the SNS. The Account Information that is collected includes all the account information provided by you to that website. Please be aware that the other information we obtain from the SNS is often dependent on their privacy policies and/or on your settings regarding what information you have consented to share with services like that of Company’s.
5. May keep a record of all communications with you.

**iii. Device Information:** We collect information from or about the computers, phones or other devices where you install or access our Services, depending on the permissions you’ve granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the device information we collect:

1. Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
2. Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.

3. Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- iv. **Metadata:** Metadata is usually technical data associated with Content you submit, post or share on the Website. Users can add or may have metadata added to their Content including geolocation, date, attribution, or other data.
- v. **Cookie Policy:** The Platform may also collect certain Non-Personal Information through cookies while You access the Platform. Cookies are text files that are placed in Your computer to identify Your internet browser, store Your preferences, and to improve Your experience on the Platform(s). Data in cookies may be read to authenticate user sessions or provide Service. The Platform(s), online Service, interactive applications, email messages, and advertisements may use cookies and other technologies such as pixel tags and web beacons to help advertisers and publishers serve and manage advertisements across the web and on the Platform(s). These technologies help AuroraX better understand user behaviour, tell AuroraX which parts of the AuroraX website people have visited, track user trends and facilitate and measure the effectiveness of advertisements and web searches, to gather demographic information about the user base as a whole, measure traffic patterns on the Website, provide special customised features to You such as personalized advertisements on the Web pages. AuroraX treats Information collected by cookies and other similar technologies as Personal Information.
- vi. **Information we receive from other sources:** We may receive information about you if you use any other website/apps. In this case we may inform you when we collect that data and it may be combined with the data obtained from this/these Platform(s). We may collect non-personally identifiable information from the Platform(s) visitors to track the total number of visitors to the Platform(s) in aggregate form and identify the type of Internet web browser and operating system used by the visitor. This information allows us continuously to improve our Platform(s).

## 2. Collection & use of Personal Information

- We may collect, for the purposes of the Personal information is data that can be used to uniquely identify or contact a single person. "Personal Information" for the purposes of this Policy shall include, but not be limited to, information regarding Your name, address, telephone number, date of birth, gender, e-mail address, location, any data available on your mobile phone or other devices, proof of identity issued by any governmental authority etc.

- The Website/Application/API (“Platform(s)”) may collect Personal Information from You in various ways, including but not limited to, Personal Information provided by You. This includes information provided when You use the Service(s) and/or when You register with the Platform , create a User Identity also known as User ID, provide information in Your account, search for specific services or content, communicate with AuroraX’s customer service by phone, email or otherwise, participate in discussion boards or other community features, provide reviews for the Service available on the Website, or to create an account with AuroraX.

c. As indicated above, some of the Information that AuroraX may ask You to provide will be identified as mandatory and some as voluntary. If You do not provide the mandatory Information with respect to the Service(s), You will not be able to avail BharatX Service. Similarly, if You wish to delete mandatory information, You will no longer be eligible to avail the BharatX Service.

d. AuroraX may collect Personal Information that AuroraX believes to be relevant and which is required to understand You and your interests and for the purpose of promoting the Website and the Service. AuroraX may collect your Personal Information in order to record, support and facilitate your participation in the Service, track your preferences, to provide You with a customized experience, to notify You of any updated information and new activities and other related functions offered by AuroraX, keep You informed about latest content available on the Website, special offers, and other products and Service of AuroraX, to assist You with customer service or technical support issues, to follow up with You after Your visit, to otherwise support Your relationship with AuroraX or to prevent fraud and unlawful use.

### 3. Storage of Information

- AuroraX shall use reasonable safeguards to preserve the integrity and security of Your information against loss, theft, unauthorised access, disclosure, reproduction, use or amendment. To achieve the same, AuroraX will use reasonable security practices and procedures as mandated under applicable laws for the protection of your information. Information that You provide to AuroraX may be stored on our secure servers located within or outside India.
- You understand and accept that there is no guarantee that data transmission over the Internet will be completely secure and that any information that you transmit to us is at your own risk. AuroraX assumes no liability for any disclosure

of information due to errors in transmission, unauthorized third party access to our

Platform(s) and databases or other acts of third parties, or acts or omissions beyond our reasonable control and you shall not be entitled to hold the AuroraX responsible for any breach of security.

c. We will hold the information shared by you in the manner described above for as long as we reasonably require for fulfilling the purpose for which we collected such information. This includes any regulatory, archival purposes, or to protect/defend the Company from any legal claims by anyone.

## 4. Disclosure of Personal Information

- a. AuroraX shall keep Your Personal Information confidential to the maximum possible extent and limit the distribution of the same to its employees, independent contractors, affiliates, consultants, business associates, service providers, Financial Partners, and distributors of the Service, on a need-to-know basis, and only if the disclosure will enable that entity to provide AuroraX with business, professional, or technical support or to fulfil Your request.
- b. Your information may be shared with to AuroraX's third party services providers who provide services such as contact information verification, payment processing, order fulfilment, customer service, website hosting, data analysis, marketing assistance, infrastructure provision, IT services, auditing services and other similar services to enable them to provide the services; or
- c. In case of business transfers such as a merger, acquisition or any form of sale of some or all of AuroraX's assets, Your Personal Information shall be transferred to the other entity as a business asset. AuroraX shall ensure the confidentiality of any Personal Information involved in such transactions and provide You with a notice before Your Personal Information is transferred and becomes subject to a different privacy policy; or
- d. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and other agreements; or to protect the rights, property, or safety of AuroraX, our Users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

- e. AuroraX shall not rent or sell Your Personal Information to other people or non-affiliated companies except to provide the Service(s). Thus, the Personal Information provided by You is used and shared only:
  - i. to facilitate Your use of the Platforms;
  - ii. for facilitating the Service(s) provided by AuroraX;
  - iii. to respond to Your inquiries or fulfil Your requests for information about the BharatX Service;
  - iv. to provide You with information about AuroraX's Service and to send You Information and materials;
  - v. to send You important information regarding the Platform, changes to AuroraX's terms & conditions, and policies and/or other administrative information;
  - vi. to send You surveys and marketing communications that AuroraX believes may be of interest to You;
  - vii. to personalize Your experience on the Website and the Service by presenting advertising, products and offers tailored to You;
  - viii. to help You address Your problems with the Platform(s) and the Service(s) including addressing any technical problems;
  - ix. if You avail the Service(s) or use the Platform(s), to complete and complete Your purchase, for example, communicate with You regarding Your purchase and payment due date and provide You with related customer service;
  - x. for proper administering of the Platform;
  - xi. to conduct internal reviews and data analysis for the Platform (e.g., to determine the number of visitors to specific pages within the Platform);
  - xii. to improve the Service, content and advertising on the Platform(s);
  - xiii. to protect the integrity of the Platform(s); and
  - xiv. to respond to judicial processes and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law.
  
- f. We may use information we collect about you:
  - i. to administer the Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - ii. to improve the Website to ensure that content is presented in the most effective manner for you and for your computer;
  - iii. to allow you to participate in interactive features of our Services, if any, when you choose to do so;

- iv. as part of our efforts to keep the Website safe and secure;
- v. to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- vi. to make suggestions and recommendations to you and other users of the Website about services that may interest you or them.

## 5. Links to other Websites/Applications & Third Party Advertisers

- a. The Platform(s) may provide links to other third party websites/applications and advertisements. AuroraX does not provide any personal information to third-party websites/applications or advertisers without your prior consent.
- b. The links to the Platform(s) are operated by third parties and are not controlled by, or affiliated to, associated with, AuroraX unless specified. Accordingly, AuroraX does not make any representations or warranties concerning the privacy policy and practices of such third parties or terms and conditions of such third parties or of any other features available on their respective website/applications.
- c. Furthermore, such third party Platform(s) and advertisers may send advertisements that appear on the Platform(s) directly to your browser and attain your IP address. AuroraX does not have access to such features that are provided by such third parties.

## 6. Security

- a. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [i] that such impediment is beyond its reasonable control; and [ii] that it could not reasonably have been foreseen at the time of the conclusion of this agreement; and [iii] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- b. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (i) and (ii) under (a) of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful,

compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises; (viii) cyber attack, breach of security and encryption

- c. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

## 7. Policy for DND / NDND

By using the BharatX Services and/or registering yourself for BharatX Services, you authorize us to contact you via email or phone call or sms and offer you our services, imparting product knowledge, offer promotional offers running on website & offers offered by the associated third parties, for which reasons, personally identifiable information may be collected. And irrespective of the fact if you have also registered yourself under DND or DNC or NCPR service, you still authorize us to give you a call from Lenskart for the above mentioned purposes till 365 days of your registration with us. This Privacy Policy covers BharatX's treatment of personally identifiable information that BharatX collects when you use BharatX Services. This policy also covers BharatX's treatment of personally identifiable information that BharatX's business partner(s) shares with BharatX. BharatX may also receive personally identifiable information from our business partners. Once you register and sign in to BharatX services, you are not anonymous to us. Also during registration, you may be requested to register your mobile phone and email

id, pager, or other device to receive text messages, and other services to your wireless device. By registration you authorize us to send sms/email alerts to you for your login details and any other service requirements or some advertising messages/emails from us.

## 8. Access to Information

- a. Upon the usage of the Platform(s) and the Service(s) provided by AuroraX on the Platform(s), AuroraX shall make good faith efforts to provide You with access to Your information and other relevant data, either to correct this information if it is inaccurate, or to delete such information at your request, if it is not otherwise required to be retained by law or for legitimate business purpose(s).
- b. AuroraX gives You access to information about Your accounts and interactions with AuroraX for the limited purpose of viewing and, in particular cases, updating that information only. Such information includes but is not limited to, updated information regarding recent Service(s) availed by you; personal information, payment settings (including but not limited to, credit card information, etc.); e-mail notifications; recommendations (including but not limited to, recent content viewing history, bookmarks and favorites); carts; and your profile (including but not limited to, your Service(s) reviews, requests, customer support, etc.).

## 9. User Discretion

- a. You can always choose not to provide information, even though it might be needed to access the Service. In such cases, if the information required is classified as mandatory, You will not be able to avail that part of the Service.
- b. You can add or update Your Personal Information on a regular basis. When you update information, AuroraX may keep a copy of the prior version for its records.
- c. AuroraX may, if You so choose, send direct advertisement mailers to You at the address given by You. You may be provided with the option to opt-out of this direct mailer.
- d. When You use the Service on the Platform(s), AuroraX may make good faith efforts to provide You with access to Your Information and other relevant data, either to correct this data if it is inaccurate, or to delete such data at Your request, if it is not otherwise required to be retained by law or for business purposes.

- e. The 'Help' portion of the toolbar on most browsers will tell You how to prevent Your browser from accepting new cookies, how to have the browser notify You when You receive a new cookie, or how to disable cookies altogether. Further, You can also disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Website of its manufacturer. However, as cookies allow You to take advantage of some of the Website's features, some of the Website's features and Service may not function properly if Your cookies are disabled. It is therefore recommended that You leave the cookies turned on.

## 10. General Provisions

- a. By accessing the Platform(s) or the Service, You have agreed to the terms set out in this Policy. This Policy should be at all times read along with the User Terms of the Website.
- b. Unless stated otherwise, the Policy applies to all Information that AuroraX has about You and Your account.
- c. Aurora X may make changes to this Policy, from time to time at AuroraX's discretion or on account of changes in law. AuroraX may not reduce Your rights under this Policy without your consent. AuroraX may notify periodic reminders unless You have opted-out. In any case, you should check the Policy frequently to see recent changes. Notwithstanding the above, AuroraX is not required to notify You of any changes made to the Policy. The revised Policy shall be made available on the Platform(s). The effective date of this Policy indicates the last time this Policy was revised or materially changed. Your continued use of the Platform(s) or Service(s), following changes to the Policy, will constitute Your acceptance of those changes.
- d. If You choose to visit the Website, Your visit and any dispute over privacy is subject to this Policy and the User Terms, and the applicable law shall be the same as provided for in User Terms.

## 11. Contact

If you have questions or concerns about this Policy, please contact AuroraX at [support@bharatx.tech](mailto:support@bharatx.tech).