

## DealMatrix Auctions Privacy Policy

Privacy is a fundamental right and has become a hot topic with the rise of the digital age, with people knowingly, and sometimes unknowingly, sharing a large quantity of personal information online. DealMatrix takes your privacy on a serious level. Please read the contents of this policy to learn more about our privacy policy. The contents applies to all visitors & users of DealMatrix Auctions.

### **What this Privacy Policy Covers?**

- This Privacy Policy covers DealMatrix's treatment of personal identifiable information that DealMatrix collects when you are on the DealMatrix Auction site, and when you use DealMatrix's services. This policy also covers DealMatrix's treatment of any personal identifiable information that DealMatrix's business partner's share with DealMatrix.
- This policy does not apply to the practices of companies or groups that DealMatrix does not own or control, or to people that DealMatrix does not employ or manage.

### **What Information We Collect and for what Use?**

- DealMatrix collects personal identifiable information when you register for a DealMatrix account.
- DealMatrix collects personal KYC (Know Your Customer) information when you register and partake in DealMatrix Auction or Sale events.
- No Sensitive Personal Information is automatically collected by the Company from any casual visitors of this platform or web portal, who are merely perusing or browsing the Platform.
- DealMatrix collects basic information of your Bank Account (like Account number, Account type, IFSC Code) and your Payment Instruments (like Demand Draft Number, Cheque number, UTR Number, RTGS Number, NEFT reference number). These are required to comply with payment verification with DealMatrix and/or with the Seller Client's who owns the asset/s that you might had purchased in DealMatrix Auction or Sale event/s.
- When you register with DealMatrix, we ask for your name, phone number, email address, birth date, gender, postal address, pin code, occupation, industry, and personal interests. These information are required for DealMatrix database management system.
- DealMatrix also automatically receives and records information on its server logs from your browser including your IP address.
- DealMatrix uses information for two general purposes: To fulfil your requests for certain products and services, and to contact you about DealMatrix Online Marketplace.

## Information Sharing and Disclosure

- DealMatrix will not sell or rent your personal identifiable information to anyone.
- DealMatrix will send personal identifiable information about you to other companies or people when:
  - ✓ We have your consent to share the information;
  - ✓ We need to share your information to provide the product or service you have requested;
  - ✓ We need to share the information with certain principal partners (like Sellers of our auction events) in order to initiate and/or perform sale/buy deals between you and the principal partner.
  - ✓ We need to share the information with certain service partners in order to respond to your comments or to resolve service issues. (Unless we tell you differently, these partners have no independent right to use this information except to respond to your comments or to resolve the service issues.)
  - ✓ We respond to requests from any Indian or foreign government, security, defence, revenue, regulatory or other authority, agency or officer;
  - ✓ We respond to subpoenas, court orders or legal process; or
  - ✓ We find that your actions on our web sites violate the DealMatrix User Agreement or any of our usage guidelines for specific products or services.
- DealMatrix always put best efforts to safeguard your personal data and/or your KYC information, but we cannot guarantee that our website will not be subject to malware or unauthorized access and that there is always a risk while storing and sharing personal information.
- Your data will be stored in dedicated server/s and will be shared only with concerned individuals and/ or legal entities, post obtaining explicit consent from you. Provided however, no consent or authorization shall be obtained from you for merging/ transferring your transaction/ profile data into another server(s), including, but not limited to, such other usage as may be required to ensure its safety. Such merged/ transferred data may further be used to show suitable information to the Users, which we, in our sole opinion may deem useful for providing efficient Services to the Users.
- All the information of the Users, including Personal Information, either provided by the Users and/or procured from public sources (the “User Information”) is maintained by the Company in electronic form on online servers/ cloud systems and shall be accessible by certain employees of the Company as mentioned below. The User Information may also be converted to physical form from time to time. Regardless of the manner of storage, the Company will keep all User Information confidential, and will only disclose User Information to the persons mentioned below:
  - ✓ Its employees on a need-to-know basis. All the Company employees and data processors, who have access to, and are associated with the processing of User Information, are obliged to respect the confidentiality of User Information.
  - ✓ Third party service providers to the extent necessary to provide the Users with the Service. The Company may provide the User Information to third party

service providers to work on behalf of or with the Company to provide the Users with the Service, to help the Company communicate with the Users or to maintain the Platform. Generally, the third-party service providers do not have any independent right to share this information, however certain service providers who provide services on the Portal, including the providers of online communications services, will have rights to use and disclose the User Information collected in connection with the provision of these services in accordance with their own privacy policies.

- ✓ Notwithstanding the above, the Company shall not responsible for any breach of security or for any actions of any third parties that receive the User Information or events that are beyond the reasonable control of the Company including, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- ✓ We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of the business, portal development & operation, product and service operations that we provide to you on the Site and therefore we may provide some of your personal information directly to these internal service providers. These internal service providers' are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of the information we provide them for any other purpose except to facilitate the specific outsourced Site related operation, unless you have explicitly agreed or given your prior permission to them for additional uses.

## Security

- Your DealMatrix Account Information is password-protected for your privacy and security. We urge you not to share your ID and/or Password for DealMatrix Auction to anybody in any form of communication.
- Please do not divulge or share the account ID and password to any unauthorized persons in your organization also.
- DealMatrix never asks you these details. Even if anybody from DealMatrix asks you, please do not share and immediately inform our Customer Care regarding that.
- Under any circumstances, DealMatrix is not responsible for any unauthorized access to the User's account. However, if the User has a security related concern DealMatrix shall work actively with the User to ensure a quick and personal response to the User's concerns.
- In certain possible areas DealMatrix uses industry-standard SSL-encryption to protect data transmissions.
- We declare that we use third party server for storing of information & data and for operating the web portal. But to secure the interest of ourselves & our buyers/ customers, we use dedicated server (and not a sharing server).

## Changes to this Privacy Policy

- DealMatrix may amend this policy from time to time.
- This may be done on any policy amendments OR due to certain exigencies OR due to any changes in regulatory bodies OR due to any modification or introduction of any new law or rule that governs our business.
- If we make any substantial changes in the way, we use your personal information and we will notify you by posting a prominent announcement on our portal site.
- If a User uses the Service after notice of changes have been sent to such User or published on the Platform, such User hereby provides his/ her/ its consent to the changed practices.

## Indemnity and Limitation of Liability

- It is agreed that You will indemnify and hold the Company, any and all of its employees, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, at all times, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content you submit, post or make available through the Service, your use of the Services, your violation of the terms, your breach of any of the representations and warranties herein, or your violation of any rights of another.
- We shall not be liable for any loss or damage, including without limitation direct or indirect, special, economic, incidental, or consequential damages, losses or expenses arising in connection with this Platform or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if we have been advised of the possibility of such damages, losses or expenses.

## User Responsibilities

- Users must respect the terms and conditions of the then-current Privacy Policy and the Terms of Use. This includes respecting all intellectual property rights which may belong to the Company's third parties.
- You must not create or otherwise disseminate any information which may be deemed to be injurious, violent, offensive, racist or xenophobic or which may otherwise violate the purpose and spirit of the Company and its community of Users.
- You must not provide information to the Company and/ or other Users which you believe might be injurious or detrimental to your person, professional or social status.
- You must not send any information to us that constitutes a trade secret or is confidential or proprietary. We cannot agree to obligations of confidentiality or non-disclosure with regard to unsolicited information submitted to it. By submitting information or materials to us, you and anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary. We shall be under no obligation to return any information or materials to you. In no event shall we be limited or restricted from pursuing any investment opportunities with others.

- Any violation of this Privacy Policy may lead to the restriction, suspension or termination of your account by the Company, as we take these principles seriously and consider them to be the basis on which our Users adhere to the Company policies and the Services which it offers.

\*\*\*\*\*End of Privacy Policy\*\*\*\*\*