

PRIVACY POLICY

Winning Growth Life E-Com Private Limited (the "Company") would like to thank you for visiting our Platform wglecom.com and official mobile & tablet applications, if any (hereinafter referred to as "Platforms").

This policy is prepared and published by virtue of Section 43A of the Information Technology Act, 2000; Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 ("SPI Rules"); and Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

Person visiting our Platform shall be referred to as "User/You" throughout this policy.

This Policy describes how we may collect or receive your personal data, the types of personal data we may collect, how we use, share and protect these data, how long we retain these data, your rights, and how you can contact us about our privacy practices.

Please note, by visiting the Platform you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Platform. By mere use of the Platform, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

The Company reserves its right to change the Policy at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

1. TYPE OF USER DATA WE COLLECT:

(i) Individual's Personal Information ("IPI"), shall mean information capable of identifying the User and includes (but not limited to):

- a. Your user name along with Your password,
- b. Name, Address, Telephone Number, email address and other contact details including IP address of User,
- c. User's date of birth and gender,
- d. Information regarding User's transactions on the Platform, (including sales or purchase history),
- e. User's financial information such as bank account information or credit card or debit card or other payment instrument details,
- f. 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;

Example of Sensitive Personal Data or Information: Passwords; Financial information such as bank accounts, credit and debit card details or other payment instrument details; Physical, physiological and mental health condition; Sexual orientation; Medical records and history; Biometric information; and Information received by body corporates under lawful contract or otherwise. Also, certain information provided by Users may allow for personal identification of the Users, including email addresses, telephone numbers and other contact information.

- g. Identification code of your communication device which User use to access the Platforms or otherwise deal with the Company;
- h. Any other Information that User provides during his /her registration process, if any, on the Platforms. Such Personal Information may be collected in various ways including during the course of registering as a User on the Platforms or exchange of information through e-mails;
- i. The Company may also receive Personal information about the User from third parties, such as social media services, commercially available sources and business partners. If you access Platform through a social media service or connect a service on Platform to a social media service, the information we collect may include your user name associated with that social media service, any information or content the social media service has the right to share with us, such as your profile picture, email address or friends list, and any information you have made public in connection with that social media service. When you access the Platform or otherwise deal with our Platform through social media services or when you connect any Platform to social media services, you are authorizing the Company to collect, store, and use and retain such information and content in accordance with this Privacy Policy.

(ii) Individual's Non-Personal Information ("INPI") shall mean information other than IPI and includes:

- a. User's geographic location,
- b. details of User's telecom service provider or internet service provider,

- c. the type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.),
- d. the operating system of User's system, device and the Platform You last visited before visiting the Platform,
- e. The duration of User's stay on the Platform along with the date and time of User's access, Non-Personal Information is collected through various ways such through the use of cookies.

The Company may store temporary or permanent 'cookies' on User's computer. User can erase or choose to block these cookies from his/ her computer. User can configure his / her computer's browser to alert when our Platforms attempt to send him/ her a cookie with an option to accept or refuse the cookie. If the User has turned cookies off, he / she may be prevented from using certain features of the Platform.

(iii) Individual Financial Information (IFI) shall mean financial and banking details and includes bank account number, debit / credit card number, validity, name etc.

For the purchase of products from the Platform, User may be required to pay to the Company with a credit card, wire-transfer, or debit card through third party payment gateway provider and such third party payment gateway provider may be required to collect certain financial information from the User including, but not restricted to, your credit/debit card number or your bank account details. All IFI collected from the Users' by such third party payment gateway providers will be used only for billing and payment processes. The verification of the IFI shall be accomplished only by the User through a process of authentication in which the Company shall have no role to play.

IPI, NIPI and IFI collectively referred to as "User Information".

Exception to User Information [i.e. (i), (ii) and (iii)]: Any information that is freely available in the public domain or accessible under the Right to Information Act, 2005, or any other law will not be regarded as sensitive personal data or information, or as personally identifiable information.

2. MODES OF COLLECTION OF DATA:

- (i) IPI, NIPI and IFI (User Information) provided to us directly by User:** We receive, store and process any User Information you enter on our Platform, provided to us during surveys, contests or give us in any other way. We use the information that Users provide for such purposes as responding to your requests, customising future shopping for you, improving our platform, and communicating with you.
- (ii) IPI and NIPI automatically collected by us:** We receive and store certain types of User Information whenever you interact with us. For example, our Platforms use "cookies" and we obtain certain types of information when your Web browser accesses our Platforms. We may also receive/store information about your location and your mobile device, including a unique identifier for your device. We may use this information for internal analysis and to provide you with location-based services, if any and other personalized content.
- (iii) User Information transmitted or communicated to us through E-mail Communications:** We often receive a confirmation when User opens e-mail from our Platforms and decide to act upon the instructions mentioned therein.
- (iv) Information from Other Sources, social media:** We might receive information about you from other sources such as social media or through our distributor network and add it to our account information.

3. USE OF INFORMATION

The Company uses User's Information including (but not limited to):

- a. to comply with the prevailing statutory requirement alongwith amendments and future enactments as may become applicable from time to time;
- b. to enhance user experience on our products and services he /she explicitly requested for,
- c. to resolve disputes, troubleshoot concerns, help promote safe services, collect money, measure consumer interest in our services, inform You about offers, products, services, updates, customize Your experience, detect & protect us against error, fraud and other criminal activity, enforce our terms and conditions, etc.
- d. To keep you informed all the times about our offers based on your previous orders and interests.
- e. To communicate with User on future surveys, contests and otherwise.
- f. To customize and enhance overall User experience.
- g. To enforce the Terms of Use our Platforms.
- h. To share the aforesaid information with government authorities and agencies for the purposes of verification of identity or for prevention, detection or investigation, including of cyber incidents, prosecution and

punishment of offences. You agree and consent for our Platforms to disclose your information, if so required, under applicable law.

- i. for the purpose of administration of Services, research and development, training, business intelligence, business development, or for User administration. The Company may share the telephone records with third parties when required by law or when required to provide or facilitate the User.
- j. To conduct internal or external contests and surveys on the basis of relevant information about the Users' preferences.
- k. to investigate, prevent, or take action regarding illegal activities and suspected fraud,
- l. to undertake forensics of the concerned computer resource as a part of investigation or internal audit,
- m. to trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of law including the Information Technology Act, 2000 that is likely to have an adverse impact on the services provided on our Platforms.
- n. To analyze how our services are used, to measure the effectiveness, to facilitating payments.
- o. We reserve the right to disclose your information when required to do so by law or regulation, or under any legal obligation or order under law or in response to a request from a law enforcement or governmental agency or judicial, quasi-judicial or any other statutory or constitutional authority or to establish or exercise our legal rights or defend against legal claims.

4. USER REPRESENTATION AND DISCLAIMER ON USER INFORMATION

- a. All the User Information provided to us by the User is voluntary and it is the User's duty to ensure strict caution while giving out any IPI, INPI and IFI about himself/ herself or his/her family members in use of our Platforms.
- b. the User Information you provide to the Company from time to time is and shall be authentic, correct, current and updated and User has all the rights, permissions and consents as may be required to provide such User Information to the Company.
- c. User is not prohibited under any law or by any third party, judgements, orders to provide User Information the Company and subsequent action by the Company such as storage, collection, usage, transfer, access or processing of the User Data by the Company.
- d. The Company or its Directors, employees or associates shall not be responsible for the authenticity, correctness of the User Information and data provided by the User.
- e. You consent for collecting, using, storing and processing of your User Information; the Company collects, uses, stores and processes User information for any purpose as may be permissible under applicable laws (including where the applicable law provides for such collection, usage, storage or processes in accordance with the consent of the user).
- f. You further agree that such disclosure, sharing and transfer of User Information shall not cause any wrongful loss to the User or to any third party, or any wrongful gain to us or to any third party.
- g. You hereby unconditionally agree and permit that the Company may transfer, share, disclose or part with all or any of User information, within and outside India to its affiliate or associates and to third party service providers / partners / banks and financial institutions for one or more of the Purposes or as may be required by applicable law. In such case the Company shall contractually oblige the receiving parties of the such User Information to ensure the same level of data protection that is adhered to by us under applicable law.
- h. You acknowledge and agree that, to the extent permissible under applicable laws, it is adequate that when the Company transfers User Information to any other entity within or outside the country of User's residence, we will place contractual obligations on the transferee which will oblige the transferee to adhere to the provisions of this Privacy Policy.

5. RETENTION AND SECURITY OF USER INFORMATION

- a. The security of User's Information is important to us. The Company shall keep your data safe and provide security against any unauthorized access or unauthorized alteration, disclosure or destruction.
- b. The Company may share User 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 the Purpose. In all such cases, the Company shall not be held responsible for any breach of security or for any actions of any third parties that receive User Information.
- c. Further, the Company shall not be liable for any loss or injury caused to the User as a result of User Information shared by the User directly to any third party (including any third party Platforms, even if links to such third party Platforms are provided on the Platform) for and on behalf of the Company.
- d. While the Company will endeavour to take all reasonable and appropriate steps to keep secure any User Information which it holds about the User and prevent unauthorized access, the User acknowledge that the internet or computer networks are not fully secure and that the Company cannot provide any absolute assurance regarding the security of User Information.

- e. You agree that all IPI and IFI shall be retained till such time required for the Purpose or required under applicable law, whichever is later. INPI will be retained indefinitely.

6. LIMITATION OF LIABILITY

- a. The Company does not endorse the content, messages or information found in any Services and therefore, it specifically disclaims any liability with regard to the Services and any actions resulting from the User's participation in any Services, use of our Platform or otherwise. As a condition to use the Platforms, you as a User agree to waive any claims against the Company relating to the same.
- b. The Company is committed to adopt reasonable security practices and procedures as mandated under applicable laws for the protection of User Information. Provided that, User right to claim damages shall be limited to the right to claim only statutory damages under Information Technology Act, 2000 and the User hereby waive and release the Company and its directors, employees from any claim of damages under contract and exclusively waives its right. While the Company shall make reasonable endeavours to ensure that the User's IPI and INPI is duly protected by undertaking security measures prescribed under applicable laws, the User is strongly advised to exercise discretion while providing Personal Information or Financial Information while using the Services given that the Internet is susceptible to security breaches.
- c. Notwithstanding anything contained in this Policy or elsewhere, the Company shall not be held responsible for any loss, damage or misuse of User Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).
- d. A Force Majeure Event shall mean any event that is beyond the reasonable control of the Company 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, power or electricity failure or unavailability of adequate power or electricity.
- e. The Company does not knowingly collect personal data from children (only persons above the aged of 18 shall be permitted to use the Platforms as provided in the terms of use). In an event, where in contravention of the terms of use, a person below the age of 18 uses the Services, the Company shall not be held liable or responsible for any damage or injury suffered by such person in logging into the Platforms and making use of the Platforms.
- f. The Company may also disclose or transfer the User Information, to any third party as a part of reorganization or a sale of the assets, division or transfer of a part or whole of the company. Any third party to which the Company transfers or sells its assets will have the right to continue to use the User Information that Users provide to us.
- g. All Company's employees and data processors, who have access to and are associated with the processing of User Information provided by Users are obliged to respect the confidentiality of every User's Information.

7. CONSENT TO USE OF PLATFORMS

- a. By using the Platforms or by providing User Information, User consents to the collection and use of the information he /she discloses on the Platforms in accordance with this Privacy Policy.
- b. The Company reserve its right to change this policy or part thereof, and such changes will be published on this page so that Users are always aware about updated version of our Privacy Policy.
- c. If a User wishes to remove his/her contact information from our Platforms and newsletters, the User can click on the "unsubscribe" link or follow the instructions in each e-mail message.
- d. The Company reserves its right to limit membership based on availability of contact information.

8. REPORTING OF GRIEVANCES

User is advised to write his / her concerns or questions in relation to this Privacy Policy to the Grievance Officer at:

E-mail PDF: care@wglecom.com

Subject Line: Privacy Policy

9. JURISDICTION

Any dispute or difference arise in relation to interpretation of the provisions of this Privacy Policy shall be governed by the provisions of Indian laws and Rampur court shall have the exclusive jurisdiction to entertain the same.