

## PRIVACY POLICY

THIS PRIVACY POLICY (“**PRIVACY POLICY**”) SETS FORTH HOW ANCHANTO PTE LTD. USES AND PROTECTS ANY INFORMATION THAT USER SUBMITS, GIVES OR UPLOADS ON THE PLATFORM. THIS PRIVACY POLICY APPLIES ONLY TO PERSONAL INFORMATION COLLECTED ON THE PLATFORM. PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY CONTINUING TO USE THE SERVICES, OR ACCESSING THE PLATFORM USER AGREES TO THIS PRIVACY POLICY. IF USER DOES NOT AGREE TO THIS PRIVACY POLICY, USER MAY NOT AVAIL THE SERVICES OR ACCESS OR USE THE PLATFORM.

THIS PRIVACY POLICY IS A GLOBAL DOCUMENT AND INCLUDES COUNTRY SPECIFIC DATA PROTECTION LAWS, WHICH ARE DETAILED IN ANNEXURES ATTACHED BELOW. THE ANNEXURES DETAILED BELOW ARE TO BE READ WITH THIS PRIVACY POLICY AND FORMS AN INTEGRAL PART OF THIS PRIVACY POLICY.

Access to the Platform (defined below) is subject to Terms of Use located at the Platform, capitalized terms used and not defined in this Privacy Policy, shall have the same meaning ascribed to them in the Terms of Use.

### 1. **INTRODUCTION:**

We, **ANCHANTO PTE LTD.** (“Company” “We”; “us”; “our”) provide the Users a Platform called SelluSeller, which helps the User to manage their accounts maintained with various Marketplaces by interfacing their User Account (defined below) with their respective user accounts on the Marketplaces. The Platform enables the Users to create, edit and fetch products and manage their selling/ special/ discount price and inventories at the Marketplaces, through the Platform. The Platform also has feature to fetch the orders along with the order invoice, shipping label, reports and billing details, as applicable from the Marketplaces and capture the same on its system for the Users to process in Do It Yourself (DIY) mode. It is clarified that the DIY mode shall be applicable to the case, where the User is not availing the services of fulfilment partners of the Company. “Users”, “you”, “your” the sellers listed on the Marketplaces and using the Platform to manage their user accounts at the Marketplaces. This would also include Users’ authorized users, accessing and using the Platform. Further, the Services also extends to interfacing the social media accounts of the Users, which they use for selling their products, online, through these social media channels.

We are committed to protect User’s privacy and have made this Privacy Policy to describe the procedures we adhere to for collecting, using, and disclosing the Personal Information (defined below). We recommend User to read this Privacy Policy carefully so that User understands our approach towards the use of User’s Personal Information.

### 2. **REGISTRATION**

In order to avail the Services or access the Platform, the Users are required to register with the Company or the Platform by either logging in through Third Party Platforms (defined below) or by using the new register/sign up option available at the Platform (“User Account”). The User may create multiple sub users with controlled access to the User Account. The Company shall not be responsible for any misuse by the sub users or access given to the sub users by the User.

As part of the Services, User authorize us to import User’s details and Personal Information dispersed over Third Party Platforms. "**Third Party Platforms**" are social networking platforms, such as Facebook, LinkedIn, Google, Twitter account and other similar platforms.

### 3. **PERSONAL INFORMATION COLLECTED:**

This Privacy Statement applies to the Personal Information collected and controlled by the Company from or about the User when the User uses the Platform or avails the Services offered by the Company. During the registration process, User shall be required to share/upload certain personal information.

For purposes of this Privacy Policy, “Personal Information” means information that can be used to personally identify the User, including but not limited to User’s name, address, telephone number, e-mail address, user IDs and passwords, login credentials, codes, billing and transaction information, product information, debit/credit card or other financial information, bank account details, contact preferences, product name and description, product image, product properties, product categories, variants, option types, different product price elements, product inventory details, inventory history, order details, customer/buyer name, order value and similar information. The Personal Information shall also include details in relation to the User’s legal or corporate entity, as may be required by the Company for registering as User Account

You undertake to obtain and maintain necessary consents from the sub-users, as required for sharing, uploading their Personal Information on the Platform. You undertake to share such consent, in the form (online or offline), as per the requirements of the Company.

As part of the Personal Information the User shall be required to share specific credentials in the form of codes/passwords provided by Marketplaces so that the Platform can access product and order details of the User. The User understands and acknowledges that such credentials shall only be used for the purpose of interfacing with the Marketplace Account on the respective Marketplaces to provide the services as part of the product scope. We shall not be accessing the user account of the User on the respective Marketplace, with the help of these credentials.

User undertake that User shall be solely responsible for the accuracy and truthfulness of the Personal Information share with us.

#### **Third Party Information**

User understands and acknowledges that for availing the Services or accessing its User Account, User shall be required to share personal information relating to third parties such as buyers, Marketplaces, fulfillment centers and/or last-mile delivery partners (“**Third Party Information**”). These Third Party Information shall include but not limited to, order details, order value, details of users account with Marketplaces, details of Marketplaces or the buyers, product details, buyer details, buyer’s name, contact details, telephone no., or buyer’s other personal information, codes, logos and any other information that is owned by such third parties.

User represents that the User has all the requisite rights and authority from such third parties to collect and share such Third Party Information with the Company or the Platform. The User confirms that the Company shall not be required to enter into any separate arrangement or agreement with such Third Party for collection and storing of the Third Party Information. The User shall be solely responsible for making the third party aware of existence of this privacy policy. The Third Party Information shall be accorded same level of protection that is provided to User’s Personal Information under this policy.

User represents, warrants and confirms that any and all Third Party Information shared with us, is in accordance with all applicable laws, rules and regulations, and do not violate any privacy or other rights of third parties. User confirms that we have no responsibility or obligation with respect to the legal compliance of User's collection practices with respect to such Third Party Information. The User shall indemnify us, and all our officers, directors, shareholders, employees and agents for any claim, suit or liability (including attorney's fees and related costs), arising out of or in relation to the use, collection, storing and sharing of such Third Party Information.

We acknowledge User's ownership rights in the Personal Information. We also may collect information that is related to User or third parties, but that does not personally identify User, such as User's computer's operating system, browser, MAC address of the system used, IP address of the system used, geolocation, and information regarding User's use of and activities on our Platform. We own this information we collect through the Platform. This information would be in aggregate and anonymized form and we reserve the right to use such aggregate, anonymized information without restriction.

4. **CONTENT SUBMITTED BY USERS:**

The User acknowledges that the User shall be solely responsible for content uploaded by them on the Platform and we do not have any control over the same. However, we reserve the right to review the contents uploaded/submitted by the Users and if the same is not in accordance all applicable laws, rules and regulations, or found to violate any privacy or any other right including third party rights, we shall remove such content, without any prior notice to the User or terminate the User Account, at our sole discretion. We also reserve the right to take down any content uploaded by the User that is found to be objectionable or which is removed or taken down by any of the User's Marketplaces. User acknowledges that the Platform shall share certain basic reports on the sale and type of product being sold based on the content uploaded by the User and the content made available to the Platform from third parties including the Marketplaces and fulfillment centers. These reports are to be used at the sole discretion of the User. The Company shall not be liable for any claims or any responsibility which may arise due to the use of these reports. Any reliance on these reports shall be as per the independent judgement of the Users or any third party.

5. **NON PERSONAL INFORMATION:**

We collect User's Internet Protocol ("IP") addresses when User visits the Platform to track and aggregate non-personal information. Non-personal information may include the browser name, the type of electronic device and technical information User uses to make connection to our Platform, this includes but is not limited to, the operating system and the Internet service providers and other similar information, including non-personal information of third parties.

6. **USE OF PERSONAL INFORMATION:**

We shall use the Personal Information in the following cases: (i) to provide User with the Services and to assist User in the event User need additional support; (ii) for creation or development of business intelligence or data analytics in relation to the Services provided by the Company, through the Platform (iii) to more effectively provide the Services to User; (iv) to improve the Services; (v) to maintain and manage User's user accounts with various Marketplaces so that the services under scope can work; (vi) to assist User with technical difficulties that may arise in relation to User's use and access of the Platform ; (vii) to manage our relationship with User; (viii) for internal record keeping (ix) to comply with our legal or statutory obligations; (x) to contact User about important promotional emails about our Services , special offers or other important things about User Account, the Platform and the Services offered by the Company; (xi) to contact User for market research purposes; (xii) to respond to

the User's request (xiii) to keep Users and other contacts informed of the Services we offer, industry developments, service offerings, seminars and other events we are holding, that may be of interest to them; (xv) for general management and reporting purposes, such as invoicing and account management; (xvi) for purposes related to the employment of our personnel and providing internal Services to our personnel; (xvii) for marketing purposes including but not limited to preparation of brochures, advertisements, events (xviii) all other purposes related to our business. We may contact User by email, phone or postal Services. We may use the Personal Information to customize the Platform according to User's interests.

7. **COOKIES:**

Our Platform may use "cookies" to enhance User experience. A cookie is a small file which asks permission to be placed on User's computer's hard drive. Once the User agrees, the file is added and the cookie helps analyze web traffic or lets User know when User visits a particular site. Cookies allow web applications to respond to User as an individual. The web application can tailor its operations to User's needs, likes and dislikes by gathering and remembering information about User's preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our Platform in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide Users with a better service experience to the User, by enabling us to monitor which pages Users find useful and which Users do not. A cookie in no way gives us access to User's computer, electronic device or any information about User, other than the data User chooses to share with us. Use of cookies may also allow us to automate entry into password-protected portions of our Platform so that User will not need to re-enter User's password each time User visit the Platform. Cookies alone do not personally identify User; they are designed to recognize User's web browser. By using the Platform, Users signify User's consent to our use of the cookies. You understand that this information received through Cookies are non-personal in nature and the Company shall, at its own discretion, uses this information for any business purposes, including expansion of business.

8. **DISLCOSURES:**

We do not sell, rent, share, distribute, lease or otherwise provide your Personal Information to third parties, except when required by law. We may use the Personal Information to send Users promotional offers or information which we think may be of User's interest. Users have an option to unsubscribe to these promotional offers and information. Notwithstanding anything provided, we may disclose the Personal Information in the following cases:

- **Administrators.** We shall provide access to User's Personal information to our authorized administrative(s) for internal business purposes or provide providing the Services to the Users, who shall be under confidentiality obligations towards the same.
- **Banks and Firms.** We may share the Personal Information with banks, audit firms, governmental authority, payment gateways, payment processor, payment aggregator in relation to the Services provided herein, or internal business purposes or for processing the payments, in relation to the Services, who shall be under confidentiality obligations towards the same. We may provide Personal Information to our advisors and consultants for billing, business, legal and taxation purposes.

- **Affiliates.** We may provide the Personal Information we collect to our affiliates. For example, we may disclose Personal Information to our affiliates in order to respond to User's requests for information or the Services.
- **Service Providers.** We may use certain trusted third party and individuals to help us provide, analyze, and improve the Services or provide marketing, developing, advisory services, product development or consulting services, data storage, payment processing, data analytics, business intelligence activities and other features related to the Service or managing the Services on our behalf. These third parties may have access to your Personal Information only for purposes of performing these tasks and are under obligations similar to those in this Privacy Policy. We may disclose your Personal Information to service providers who perform business functions or hosting services on our behalf.
- **Joint Marketing Arrangements.** Where permitted by law, we may share Personal Information with joint marketers with whom we have a marketing arrangement, we would require all such joint marketers to have written contracts with us that specify appropriate use of the Personal Information, require them to safeguard the Personal Information, and prohibit them from making unauthorized or unlawful use of the Personal Information
- **Merger or Acquisition/Joint Venture.** We transfer the Personal Information if we enter into any joint venture agreement with any third party or if we are acquired by / we acquire or merge with another entity or transfer a part of our business, including the Platform to a third party. Any third party or resultant entity that receives the Personal Information pursuant to a merger, demerger or business transfer shall have the right to continue to use the Personal Information. In the event of such a sale, merger or transfer, we will notify the Users.
- **Legal and Regulatory Authorities.** We may be required to disclose the Personal Information due to legal or regulatory requirements. In such instances, we reserve the right to disclose the Personal Information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, investigations or discovery requests. We may also disclose the Personal Information to (a) law enforcement officers, insurance companies or others; (b) Credit Information Companies; (c) to comply with a judicial proceeding, court order, or legal process served on us or the Platform ; (d) to enforce or apply this Privacy Policy or the Terms of Use or our other policies or agreements; (e) for an insolvency proceeding involving all or part of the business or asset to which the information pertains; (f) respond to claims that any Personal Information violates the rights of third-parties; (g) or protect the rights, property, or personal safety of the Company, or the general public. User agree and acknowledge that we may not inform User prior to or after disclosures made according to this section.

Notwithstanding anything mentioned hereinabove, the Company shall not be responsible for the actions or omissions of the service providers or parties (including but not limited to the entities listed above) with whom the Personal Information is shared, nor shall the Company be responsible and/or liable for any additional information User may choose to provide directly to any service provider or any third party.

#### 9. **DATA RETENTION:**

Depending upon the applicable laws of the respective countries, specified in the Annexures below, we will retain the Personal Information for as long as the User Account is valid and subsisting with the

Company or the Platform or till the time collection and use of the Personal Information is considered necessary for our business purposes. We may also retain and use the Personal Information after the User stop, cease, discontinue to use or avail the Services, through deletion of User Account as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and for our business purposes. Subject to this section, we will try to delete the Personal Information upon reasonable written request for the same. Please note, however, that there might be latency in deleting Personal Information from our servers and backed-up versions might exist even after deletion.

10. **SECURITY:**

We value User's Personal Information and Third Party Information, and protect it on the Platform against loss, misuse or alteration by taking extensive security measures. In order to protect the Personal Information and Third Party Information, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. The Personal Information and Third Party Information will be stored in encrypted database and a multi factor authentication process shall be provided to the User for login purpose to the platform. User will not have direct access to the database; the details will be fetched from the database per user details as required. To protect the Personal Information and Third Party Information, we have implemented adequate technology. The Personal Information and Third Party Information is securely stored at Amazon Web Services (AWS), or any other similar cloud service partner or technology infrastructure, as may be used by the Company, from time to time. Although we provide appropriate firewalls and protections, we cannot warrant that the security of any Personal Information or Third Party Information transmitted as our systems are hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible and we take no liabilities or responsibilities for it. Users are required to be careful to avoid "phishing" scams, where someone may send User an e-mail that looks like it is from the Company asking for the Personal Information or Third Party Information.

Users are responsible for all actions that take place under the User Account. If User choose to share User Account details and password or any Personal Information with third parties, User are solely responsible for the same. If User loses control of User Account, User may lose substantial control over the Personal Information and may be subject to legally binding actions. It is User's responsibility to keep User's User Account and password, confidential.

11. **THIRD PARTY LINKS:**

We may have links to other websites on our Platform such a logistics and warehouse services provided by our partners, however these links are merely for convenience of the Users. We do not advertise these links or the services provided by our partners We shall not be responsible for the privacy policies and practices of these links. Such links are subject to their respective terms of use and any additional guidelines and privacy information provided in relation to that use on their website. The Users understand that the Company shall not be a party to any commercial or business transactions which the Users enter into with these third party service providers.

12. **ACCESSING AND MODIFYING PERSONAL INFORMATION:**

In case User needs to access, review, and/or make changes to the Personal Information, User may do so by logging into its User Account. We may correct an error or omission in the Personal Information that is in our possession or control upon such request made by the User. User shall keep User's Personal Information updated to help us better serve User.

13. **COMMUNICATIONS FROM THE PLATFORM:**

- **Special Offers and Updates.** We may send User the information on products, Services, special deals, and a newsletter of the Company. Out of respect for User's privacy, we present the option to not receive these types of communications. User may unsubscribe via the unsubscribe mechanism provided in each such communication or by emailing us at the email address, provided in section 20, below
- **Service Announcements.** On certain occasions or under law, we are required to send out service or Platform related announcements. We respect User's privacy, however User may not opt-out of these communications. These communications would not be promotional in nature.
- **Customer Service.** The Company, at its discretion, may communicate with Customer(s) on a regular basis to provide requested Services and in regards to issues relating to their User Account, in such an event, the Company shall reply via email or phone, based on Customer(s) requirements and its convenience.

14. **RESERVATION OF RIGHTS:**

All rights not expressly granted in this Privacy Policy are reserved by the Company and its licensors, as the case may be. Nothing contained in this Privacy Policy shall be construed as conferring by implication, estoppels or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Company or any other person or to User.

15. **INDEMNIFICATION:**

User shall indemnify the Company, its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees and hold the Company harmless from and against any claims and demand, including reasonable attorneys' fees, made by any third party due to arising out of or relating to: (i) Personal Information and contents that User submit or share through the Platform; (ii) User's violation of this Privacy Policy, (iii) or User's violation of rights of another User.

16. **GOVERNING LAW AND DISPUTE RESOLUTION:**

Any dispute arising out of this Privacy Policy shall be resolved through arbitration. The arbitration will be conducted in Singapore in English language, in accordance with the Rules of Singapore International Arbitration Center (SIAC) by a sole arbitrator who shall be appointed by the Company and the award made in pursuance thereof shall be binding on the parties. The dispute resolution and arbitration process mentioned in this Section will not prohibit the Company from approaching the courts for appropriate interim reliefs. This Privacy Policy shall be governed by Singapore laws.

17. **LIMITATION OF LIABILITY:**

User expressly understands and agrees that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, information, details or other intangible losses (even if the Company has been advised of the possibility of such damages) arising out of the terms of this Privacy Policy.

18. **ENTIRE AGREEMENT:**

This Privacy Policy along with Terms of Use shall constitute the entire or sole legal agreement between the Company and the Users and shall govern the provision of the Services hereunder and shall supersede and prevail over any prior agreements, whether verbal or written, regarding subject matter hereof.

19. **CHANGES TO THIS POLICY:**

We may update this Privacy Policy without notice to User. Users are encouraged to check this Privacy Policy on a regular basis to be aware of the changes made to it. Continued use of the Services and access to the Application shall be deemed to be User's acceptance of this Privacy Policy.

20. **CONTACT US:**

If Users have questions or concerns or grievances regarding this Privacy Policy, Users may contact us at [help@selluseller.com](mailto:help@selluseller.com)'.



### **ANNEXURE – Personal Information collected as per Data Protection Laws applicable in India**

This Annexure forms and integral part of our global Privacy Policy detailed above, and is included to ensure compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**Privacy Rules**”) issued under the Information Technology Act, 2000.

1. In compliance with the Privacy Rules, we will obtain the consent (in writing, through letter or fax or email) from the provider of the Personal Information for lawful purpose connected with our business purpose, only. The Personal Information collected shall only be used for the purpose for which is collected.
2. As per the compliance requirements under Rule 5 (6) of the Privacy Rules, we would provide the Users, upon request, the access to the Personal Information to review and modify the same. You understand and acknowledge that under the Privacy Rules, we are not be responsible or we are not required to authenticate the Personal Information supplied by the Users.
3. You understand that under Rule 5 (7) of the Privacy Rules, you have the option of not to provide the Personal Information, sought to be collected. You also have the right to withdraw the Personal Information, provided by you, while availing the Services provided by the Company.
4. As per the Privacy Rules, in the event you have grievances or you encounter any discrepancy, you could notify the same to our grievance officer, [Name], by send an email to [grievances@selluseller.com](mailto:grievances@selluseller.com). The grievance officer shall address the discrepancy or the grievance with 1 month from the date of receipt of the grievance.
5. You understand that under Rule 6 of the Privacy Rules, in the event we are required to share the Personal Information with any government agency or under law, we would share the Personal Information, without obtaining your prior written consent.
6. Rule 8 of the Privacy Rules, mandates us to comply with reasonable security and procedures and have comprehensive documented information security program and information security policies to protect the Personal Information collected by us. This Privacy Policy is drafted in compliance with this Rule 8 and we shall ensure that we would conduct periodic audits of our security practices and procedures, to comply with our obligations under Rule 8.

#### **ANNEXURE – Personal Information collected as per Data Protection Laws applicable in Singapore**

This Annexure forms and integral part of our global Privacy Policy detailed above, and is included to ensure compliance with the Personal Data Protection Act 2012 of Singapore (“**PDPA**”).

1. You understand that as per Section 5 of the PDPA, a Personal Data Protection Commission is established which would regulate various matters in relation to the data protection, in Singapore.
2. You understand that Section 15 of the PDPA provides for a provisions for “Deemed Consent”, where if an individual voluntarily provides Personal Information, without actually giving consent for the same, as required under Section 14 of PDPA, it would be treated as Deemed Consent and the Company may use such information, as per the terms of this Privacy Policy.
3. You understand that as per Section 16 of the PDPA upon reasonable notice given by You about the withdrawal of Your consent given or deemed to be given with respect to the collection, use or disclosure of the Personal Information, the Company shall inform You of the likely consequences of withdrawing this consent and will cease (and cause any of our data intermediaries and agents to cease) collecting, using or disclosing the Personal Information, unless it is required or authorized under applicable laws.
4. Upon request from you, we will correct an error or omission in the Personal Information, that is shared with us. In accordance with the PDPA, we may charge for such request for access.
5. As per section 23 of the PDPA, we will make a reasonable effort to ensure that Personal Information collected by us or on our behalf is accurate and complete.
6. You understand that we have the right to retain the Personal Information, until the purpose of which he Personal Information was collected is no longer being server or the retention is no longer necessary for legal or business purposes.
7. will ensure that any transfer of Personal Information outside Singapore shall be as Section 26 of the PDPA and in accordance with the requirements proscribed under the PDPA.