

PRIVACY POLICY

Last Updated on 22nd April 2024.

User privacy is of paramount importance to Arohana Technologies Private Limited (“**MyRik**”). MyRik is a technology platform that offers its Users (*as defined below*) last mile mobility services by way of a mobile application designed to run on iOS and Android platforms to be downloaded by the Users.

This “**Privacy Policy**” determines how MyRik collects, uses, discloses, and stores User’s (*as defined below*) Personal Information (*as defined hereinbelow*) on MyRik Application (*as defined hereinbelow*). Users are advised to familiarize themselves with this Privacy Policy. As a result of accessing MyRik Application, User agrees to be bound by the terms and conditions of this Privacy Policy. Users are advised to refrain from using or accessing MyRik Application if they do not agree with the terms of this Privacy Policy.

This Privacy Policy is subject to change at any time without notice. To make sure the Users are aware of changes, if any, Users, are advised to review this Privacy Policy periodically. By mere use of MyRik Application (*as defined below*), the User expressly consents to MyRik’s use and disclosure of User’s Personal Information. This Privacy Policy shall be deemed to be incorporated into the respective terms and conditions applicable to and accepted by the User on the MyRik Application (“**Terms and Conditions**”) and shall be read in addition to the Terms and Conditions. In the event of any inconsistency or ambiguity arising between the Terms and Conditions and the terms of this Privacy Policy, the provisions of this Privacy Policy to the extent of such inconsistency or ambiguity, shall prevail.

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. Acceptance and Registration

- 1.1 This Privacy Policy will apply to the User by registering, transacting, or otherwise using MyRik Application or Services or otherwise providing information to MyRik, User agrees that their Personal Information shall be handled in accordance with this Privacy Policy. Further, User also agrees to MyRik’s terms for accessing and correcting information, including but not limited to Personal Information as described in this Privacy Policy.
- 1.2 User’s use of the MyRik Application and Services and any dispute over privacy, are governed by this Privacy Policy and the Terms and Conditions, which shall be deemed to be incorporated into this Privacy Policy and shall be read in addition to this Privacy Policy.
- 1.3 This Privacy Policy (*as amended, modified, or restated from time to time*) read with Third Party Privacy Policies shall be applicable to the User and constitute a binding arrangement between MyRik and the User.
- 1.4 By impliedly or expressly accepting this Privacy Policy, the User also agrees to have read and be bound by, and accepts:

- 1.4.1 all of MyRik's policies (including but not limited to its Terms and Conditions, as amended from time to time);
- 1.4.2 any Service disclaimers or other restrictions presented to User on the MyRik Application;
- 1.4.3 any applicable Third Party Privacy Policies.
- 1.5 User acknowledges and agrees to the collection, retention, and use of the information that the User discloses on the MyRik Application in accordance with this Privacy Policy, including but not limited to User's consent for sharing User's Personal Information as per this Privacy Policy.
- 1.6 User also acknowledges and agrees that with respect to certain activities, the collection, transfer, storage, and processing of User's Personal Information that may be undertaken by trusted third party partners, affiliates, or agents of MyRik such as credit card processors, web hosting providers, communication services, and web analytic providers, to help facilitate Company in providing certain functions.
- 1.7 This Privacy Policy shall be binding upon and ensure to the benefit of the User.
- 1.8 Unless stated otherwise, this Privacy Policy applies to all information that MyRik has about the User and User's MyRik Account.

2. Eligibility

The MyRik Application and/or the Services are only for competent Persons. By using the MyRik Application, the User represents that the User has reached the age of "majority" as per the Applicable Laws of the jurisdiction where the User resides or is not under the age of 18 (Eighteen) years. Persons who are "incompetent to contract" within the meaning of the Indian Contract, 1872 including undischarged insolvents and Persons of unsound mind, are not eligible to use the MyRik Application. MyRik reserves the right to terminate the User's MyRik Account and/or refuse to provide such Person with access to the MyRik Application if it is brought to MyRik's notice or if it is discovered that such User is not eligible to use the MyRik Application.

3. Collection and Use of Personal Information

- 3.1 MyRik may collect and use through the MyRik Application, information that can be used to identify or contact a User ("**Personal Information**"), including but not limited to Personal Information as enumerated below:

3.1.1 Information MyRik Collects Directly from the User:

When User transacts on the MyRik Application, MyRik collects information from the User, including but not limited to Personal Information. For example, MyRik collects information from the User when the User registers/creates a MyRik Account with MyRik, makes a purchase, requests Services, submits feedback, or otherwise contacts MyRik. The type of information that MyRik collects depends on the User's interaction with MyRik, but may include, where permitted by Applicable Laws, the following:

- i. If the User is a Customer:
 - a. Name:
 - b. Email address:
 - c. Contact number:
 - d. Customer's location:
 - e. Home address:
 - f. Work address:
 - g. Number of trips completed:
 - h. Number of Services purchased:
 - i. Number of advertisements viewed and surveys taken; and
 - j. Customer's MyRik Application usage:

- ii. If the User is a Merchant:
 - a. Name
 - b. Email address:
 - c. Contact number:
 - d. Home address:
 - e. Shop address:
 - f. Image of the packages:
 - g. Number of deliveries:
 - h. Average amount spent per delivery:
 - i. Package receiver's name:
 - j. Package receiver's address; and
 - k. Package receiver's phone number.:

- iii. If the User is a Driver:
 - a. Name;
 - b. Full Address;
 - c. Mobile Number; and
 - d. Current location;

and any other information that User chooses to provide.

3.1.2 Information MyRik Collects Automatically:

MyRik does not automatically collect or has authorised any Person or third party to collect information (as enumerated below) about the User's use of the MyRik Application or the Services except the information mentioned under Clause 3.1. In the event, User believes that any such information is requested from the User, the User shall contact MyRik at mahesh@myrik.in.

- i. User's device details;
- ii. User's browser type, version, and operating system;
- iii. Links the User clicks;
- iv. User's Internet Protocol (IP) address;
- v. The length of time the User visits the MyRik Application or uses the Services;
- vi. User's activities on the MyRik Application or use of the Services (including User's movement/navigation through the MyRik Application);
- vii. information provided by the User while using the Services on the MyRik Application or that which is generated in the course of use of the Services

- including timing, frequency, and pattern of use of Services such as page views and navigation patterns;
- viii. internet service provider (ISP); and
- ix. search terms used by User to reach the MyRik Application.

- 3.2 MyRik shall collect and use User's information, including Personal Information only through the MyRik Application.
- 3.3 MyRik may use and retain the information, including Personal Information, that MyRik collects from the User in an aggregated form or MyRik may associate it with User's Username and other Personal Information that MyRik collects about the User. MyRik may also combine information collected about the User on the MyRik Application with information collected through User's use of Services for the same purposes as MyRik would use such information in non-combined form.
- 3.4 MyRik may use and retain such information, including Personal Information to send User any communication including but not limited to notifications related to the User's MyRik Account, announcements about updates/additions/variations to the Services that MyRik may offer from time to time.
- 3.5 MyRik may also use Personal Information for internal purposes such as auditing, data analysis, and research to improve the Services offered on the MyRik Application.
- 3.6 MyRik and TSPs may use Personal Information to verify credentials from third parties including financial institutions, identification verification agencies, and credit reference agencies for providing Services.

4. Sensitive Personal Information

- 4.1 'Sensitive Personal Information' refers to Personal Information revealing racial or ethnic origin, political opinions, religious, or philosophical beliefs, or trade union membership, and the processing of financial data (*such as credit card/ debit card/ billing/ payment details*), genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's caste, tribe, sex life or sexual orientation.
- 4.2 MyRik does not require/collect/process Sensitive Personal Information of the User.

5. Manner of dealing with Personal Information

- 5.1 Personal Information submitted to the MyRik Application will be used for the purposes specified in this Privacy Policy or on the MyRik Application.
- 5.2 MyRik uses the information that MyRik Application gathers about the User for the following purposes:
 - i. administer the MyRik Application and business;
 - ii. personalize the MyRik Application for the User;
 - iii. improvement of Services of MyRik;
 - iv. send email notifications requested by the User;

- v. provide third parties with statistical information about Users (but those third parties will not be able to identify any individual User from that information);
- vi. deal with enquiries and complaints made by or about User relating to the MyRik Application;
- vii. to keep the MyRik Application secure and to detect and deter unauthorised use or fraudulent abuse of the MyRik Application by any User;
- viii. may use User's information, such as User's email address, phone number, or mailing address to contact User with newsletters, special offers, and promotions from time to time;
- ix. to understand and analyze trends, to administer the MyRik Application, to gather demographic information about the User base as a whole and also towards administering, monitoring, and improving the MyRik Application;
- x. marketing, market research, and User profiling; and
- xi. send or facilitate communications (i) between Customer and Driver; (ii) between Driver and Merchant; and (iii) between Merchant and Client.

6. Confidentiality and Disclosure of User's Personal Information

- 6.1 MyRik has adopted reasonable security practices and procedures comprising of managerial, technical, operational, and physical security control measures with a view to ensure confidentiality and prevent unauthorised disclosure of Personal Information.
- 6.2 MyRik uses the Personal Information only for the purpose for which the same has been furnished. MyRik does not retain information after the purpose for which it is furnished, is accomplished unless the same is required to be retained under any law in force or for audit purposes. In such cases also, confidentiality of such information is maintained strictly.
- 6.3 It may be necessary by Applicable Law, legal process, litigation, and/or requests from public and government authorities for MyRik to disclose User's Personal Information or User's "Non-Personal Information". MyRik may also disclose information about the User if it determines that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary, or appropriate. For the purposes of this Privacy Policy, "Non-Personal Information" shall mean the information other than Personal Information.
- 6.4 MyRik may share Personal Information with its affiliates and authorised agents, representatives, and advisors to help detect and prevent identity theft, fraud, and other potentially illegal acts and to facilitate joint or co – branded services that the User requests where such services are provided by more than one corporate identity. Those entities and affiliates may not market to the User as a result of such sharing unless the User explicitly opts-in.
- 6.5 In the event of a reorganization, merger, or sale, MyRik may transfer any or all Personal Information to the relevant third party with intimation to User.
- 6.6 MyRik may share User information with third parties in order to conduct a basic verification of information provided by the User.
- 6.7 MyRik may disclose the information it collects from Users where MyRik believes it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any Person, violations of MyRik's terms and conditions or as evidence in litigation in which MyRik is involved or protect its operations

or Users or in the event MyRik has sufficient reason to believe that such Person may by way of application to a court or any other competent governmental authority apply for disclosure of the User's information and such court or governmental authority, in MyRik's reasonable opinion, is likely to order the disclosure of such User's information.

- 6.8 MyRik may disclose Personal Information if required to do so by law or in good faith belief that such disclosure is reasonably necessary to respond to summons, court orders, or other legal or quasi – legal processes. MyRik may disclose Personal Information to law enforcement offices, third party rights' owners, or others in the good faith belief that such disclosure is reasonably necessary to enforce MyRik's Terms and Conditions or Privacy Policy; respond to claims that an advertising, posting, or Content violates the rights of a third party; or protect rights, property or personal safety of the Users or the general public.

7. Protection of Personal Information

- 7.1 Privacy of the User is of utmost importance to MyRik. Hence, MyRik provides privacy protection services as a default service to the User for no additional cost.
- 7.2 SSL Security Protocol: Security of the User's information is of utmost importance for MyRik. Hence this necessary security technology is implemented as a default for the safety and the security of User's Personal Information and is an essential element of the MyRik Application and the Services provided by MyRik.
- 7.3 MyRik has taken adequate measures to protect the security of User's Personal Information and to ensure that User's choices for its intended use are honoured. MyRik takes precautions and has implemented reasonable physical, technical, and administrative security standards to protect the Personal Information of the User from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 7.4 To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, MyRik has put in place physical, electronic, and managerial procedures to safeguard and secure the information MyRik collects through the MyRik Application and the provision of Services.
- 7.5 User's Personal Information is never shared outside MyRik without User permission, except under conditions explained under this Privacy Policy. Within MyRik, Personal Information is stored in password-controlled servers with limited access to the members and other personnel or consultants on a need-to-know basis.
- 7.6 MyRik's service providers and agents are contractually bound to maintain the confidentiality of Personal Information and may not use the information for any unauthorized purpose.
- 7.7 To ensure safety of User's Personal Information, Users are advised against sharing their MyRik Account information (*including passwords*) with anyone. Users should take steps to protect against unauthorized access to User's password, phone, and computer by, among other things, signing off after using a shared computer, choosing a unique and robust password that nobody else knows or can easily guess, and keeping User's Username and password secure. MyRik is not responsible or liable for any lost, stolen, or compromised passwords, or for any activity on User's MyRik Account via unauthorized password.

- 7.8 MyRik ensures that all financial transactions undertaken through the MyRik Application are protected by encrypted technology.
- 7.9 The User acknowledges that despite deployment of secure measures for protection of the User's information on the MyRik Application, exchange, and transmission of information online comes with inherent security risks and MyRik makes no guarantee with regard to the safety of such transmission of User information through the MyRik Application.

8. Access and Updation of Personal Information

MyRik provides Users with the means to ensure that their Personal Information is correct and current. Users may review and update this information, change their passwords and other details related to their profile at any time by logging into their MyRik Account.

9. Deletion of MyRik Account and Retention of Personal Information provided by the User

- 9.1 MyRik shall retain information about User for the purposes authorised under this Privacy Policy unless prohibited by Applicable Laws.
- 9.2 Retention of Personal Information provided by the User. Notwithstanding anything contained herein, Personal Information submitted by the User shall be retained by MyRik under the following circumstances:
- 9.2.1 to the extent as may be required under Applicable Law;
 - 9.2.2 MyRik may retain User's Personal Information as may be relevant for any ongoing or prospective legal proceedings; and
 - 9.2.3 in the exercise of lawful rights which includes without limitation providing information to third parties for the purposes of prevention and reducing of credit risk.
- 9.3 Deletion of MyRik Account and Right to be Forgotten. User may at any time delete their MyRik Account. The User shall have the right to restrict or prevent the continuing disclosure of the Personal Information by MyRik where such disclosure has served the purposes as detailed under Clause 5 or is no longer necessary for such purposes or where the User has withdrawn the consent earlier given to MyRik for disclosure of Personal Information. This option of restricting or preventing the continuing disclosure of the Personal Information by the Company may be exercised by the User by contacting the Company at help@myrik.in.

10. Opt – Out

- 10.1 While collecting any Personal Information, MyRik indicates the purpose of collection of such information and obtains consent from the User. MyRik provides the Users the opportunity to exercise an opt – out choice if they do not want to receive non – essential communication from MyRik, such as emails or updates from MyRik regarding new Services offered on the MyRik Application or if Users do not want MyRik to share their Personal Information with third parties. The opt – out choice may be exercised by contacting MyRik at help@myrik.in.
- 10.2 If the User wants to remove their Personal Information from the MyRik Application or withdraw his consent given to MyRik earlier, then they can do so by writing to help@myrik.in.

11. Third – Party Sites, Services and Third – Party Privacy Policies

- 11.1 The MyRik Application services may contain components of services provided by TSPs and/or may contain links to the programming interface of the TSPs. Towards the same, information, including but not limited to Personal Information may be provided by User or be collected by such TSPs. This Privacy Policy shall not be applicable to any information exchanged between the User and the third parties. Towards such information exchange, User shall be bound by the privacy policies of such third parties. To the extent applicable, the privacy policies of such third parties shall be deemed to be incorporated herein.
- 11.2 In the event the User accesses and/or uses any third-party MyRik Applications, links to which may be contained on MyRik Application and/or the Services, User is aware that such linked MyRik Applications shall be governed by the privacy policies of those third parties. MyRik shall not be responsible for the information practices of such third parties.
- 11.3 MyRik encourages the User to read the Third-Party Privacy Policies carefully to understand their practices regarding use of information provided by the User or collected by such third parties. MyRik further encourages the User to exercise caution while sharing any information, including but not limited to Personal Information, with such third parties. It is clarified that MyRik shall not be responsible for misuse of any information, including but not limited to Personal Information of the User by third parties.
- 11.4 Other third party applications that may be linked to the MyRik Application may collect the User's Personal Information. MyRik is not responsible for the privacy practices or the Content of those linked third party applications. MyRik may indicate to the User that the User is getting linked to a third party application. The User is required to carefully read and understand the terms of use or privacy policy of such third party application prior to transacting thereon.

12. Limitation of Liability

- 12.1 MyRik is not responsible for any breach of security or for any actions of any third parties that receive the User's Personal Information.
- 12.2 Notwithstanding anything contained in this Privacy Policy or elsewhere, MyRik shall not be held responsible for any loss, damage, or misuse of the User's Personal Information, if such loss, damage, or misuse is attributable to a Force Majeure Event. For the purposes of this Privacy Policy, a "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of MyRik and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, epidemic, pandemic, civil commotion, strikes, lockouts, or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data, and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of MyRik and which MyRik is not able to overcome.

13. Consent

- 13.1 By using the MyRik Application and/or by providing its information, the User consents to the collection, retention, and use of the information User discloses on the MyRik Application in accordance with this Privacy Policy, including but not limited to User's consent for sharing User information as per this Privacy Policy.

- 13.2 User also acknowledges that with respect to certain activities, the collection, transfer storage, and processing of User information may be undertaken by trusted third party vendors or agents of MyRik such as credit card processors, web hosting providers, communication services, and web analytic providers, to help facilitate MyRik in providing certain functions.
- 13.3 This Privacy Policy is subject to change at any time without notice. To make sure the Users are aware of changes, if any, Users are advised to review this Privacy Policy periodically.
- 13.4 By visiting the MyRik Application, Users agree to be bound by the terms and conditions of this Privacy Policy. Users are advised to not use or access the MyRik Application, if they do not agree with the terms and conditions of this Privacy Policy.
- 13.5 Unless stated otherwise, this Privacy Policy applies to all information that MyRik has about the User and their MyRik Account.
- 13.6 If MyRik decides to change the Privacy Policy, MyRik will post those changes on this page so that the Users are always aware of what information MyRik collects, how MyRik uses it, and under what circumstances MyRik discloses it.

14. Cookies

- 14.1 MyRik uses cookies on the MyRik Application to help analyse the flow of the web page, deliver ads that relate to User's interests, measure the effectiveness of ad campaigns, and promote trust and safety. MyRik offers certain features that are only available through the use of a cookie. Cookies can also help MyRik to provide information that is targeted to the User's interests. Users are always free to decline MyRik's cookies by disabling cookies in their internet browser, although in that case the User may not be able to use certain features on MyRik Application. User privacy and security will not be compromised when User accepts a cookie from the MyRik Application.
- 14.2 Additionally, the User may encounter cookies on certain pages of the MyRik Application that are placed by third parties. MyRik does not control the use of cookies by third parties and shall not be responsible in any manner whatsoever for any violation or misuse of the User's Personal Information by unauthorised persons consequent to misuse of the internet environment.

15. Changes to This Privacy Policy

This Privacy Policy is subject to change at any time without notice. To make sure the Users are aware of changes, if any, Users are advised to review this Privacy Policy periodically. Any changes to this Privacy Policy will be posted on the MyRik Application so that the Users are always aware of what information MyRik collects, how MyRik uses it, and under what circumstances MyRik discloses it. All information submitted through the MyRik Application to MyRik is subject to the terms and conditions of this Privacy Policy, as amended from time to time.

16. Grievance Officer for Redressal

- 16.1. In accordance with Information Technology Act, 2000 and Consumer Protection Act, 2019 and Consumer Protection (E-Commerce) Rules, 2020, made thereunder, the name, contact

details and designation of the Grievance Officer are provided below:

Name: Mr. Yatish Gupta

Designation: Chief Grievance Officer

Email: yatish@myrik.in

Timings: Monday to Friday (9:00 AM to 6:00 PM) (on all working days)

- 16.2. In the event of any complaint or any issue raised by the User, the same shall be acknowledged and redressed by the Grievance Officer within the timelines specified under Applicable Laws.
- 16.3. All words and expressions used herein and not defined, but defined in the Information Technology Act, 2000 and/or the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 shall have the meanings respectively assigned to them thereunder.

17. Glossary of Terms

For the purpose of this Privacy Policy, wherever the context so requires, the term:

- i. **“Applicable Law”** shall mean and include all laws, statutes, ordinances, bills, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law within the territory of India.
- ii. **“MyRik Account”** shall mean the account created by the User by providing MyRik certain required Personal Information.
- iii. **“Content”** shall include, without limitation, data, text, written posts, comments, software scripts, interactive features generated, graphics, images, photos, documents, audio, video, location data, nearby places and all other forms of information or data.
- iv. **“Grievance Officer”** shall have the meaning as ascribed to it under Clause 16 of this Privacy Policy.
- v. **“Person”** shall mean and be deemed to include any individual, firm, company or other corporate body, government authority, joint venture, association, partnership, or other entity (whether or not having separate legal personality).
- vi. **“MyRik Application”** shall mean Computer program designed to run on smartphones and tablets, i.e. a mobile application located at URL – <https://play.google.com/store/apps/details?id=com.arohana.myrick.driver>.
- vii. **“Personal Information”** shall have the meaning ascribed to it in Clause 3 of this Privacy Policy.
- viii. **“Services”** shall mean the services made available by MyRik through MyRik Application to Users from time to time.

- ix. **“Third Party Privacy Policies”** shall mean this Privacy Policy (*as amended, modified, or restated from time to time*) read with policies of TSPs (*as defined hereinbelow*).
- x. **“TSPs”** shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services of MyRik.
- xi. **“User”** shall mean either:
 - a. any Person; or
 - b. any Customer; or
 - c. any Merchant; or
 - d. Driver.

and who accepts this Privacy Policy and the Terms and Conditions and has created a MyRik Account on the MyRik Application. Nothing in this Privacy Policy shall be deemed to confer any third party rights or benefits.

- xii. Capitalised terms which are not defined in this Privacy Policy shall have the meaning ascribed to them in the Terms and Conditions.

I have read, understood, and accepted the Privacy Policy