PRIVACY POLICY

Shiprocket Limited, (previously known as Shiprocket Private Limited and originally known as Bigfoot Retail Solutions Private Limited ("BFRS")) ("**We**" or "**Our**" or "**Us**" or "**Company**" or "**Shiprocket**") is a company duly incorporated under the provisions of the (*Indian*) Companies Act, 1956 (as amended from time to time), which provides end to end technology platform/services designed to enable e-commerce transactions and logistics, checkout, payments, financing, order fulfilment, cross-border trade, warehousing, and enabling merchants to carry out their online and offline sales through its digital platform, website and mobile application ("Services") under the brand name '**Shiprocket**'.

- **Introduction**

Please read this privacy policy carefully, by accessing or using the website/mobile application of Shiprocket or any other platform/tool developed by Shiprocket or availing of any Services provided by the Company, You give Your free, specific, informed, unambiguous, unconditional consent to be adhere by the terms described herein. By indicating Your acceptance of this privacy policy on Our application/website, You hereby consent to the collection, sharing, processing, usage, transfer of your personal information/other information (including sensitive personal information) in accordance with this privacy policy and applicable law(s).

This privacy policy ("**Policy**") applies to the use or access of the domain name/website www.shiprocket.in, Shiprocket's mobile application and any of the platform/tool/Services developed by Shiprocket including where such services are accessed, integrated, or made available through other digital interfaces or merchant mobile sites ("M-Sites"), from time to time. The Privacy Policy constitutes an integral part of the agreements / terms and conditions of use between Shiprocket and its merchants and users/customers. The website, mobile application and platforms/tools (both online and offline) developed by Shiprocket are individually referred to as the "**Platform**". This Policy is adopted and shall be applicable to all the subsidiaries and affiliates of Shiprocket.

The Services would be made available to such persons who have agreed to become user of the Platform (referred to as "**You**" or "**Your**" or "**Yourself**" or "**User**", which term shall also include persons who are accessing the Platform merely as visitors or who undertakes any of the Service) in accordance with the Platform's terms of use as may be formulated by Shiprocket and uploaded on its website from time to time ("**Terms of Use**").

- **Purpose**:

This Privacy Policy is intended to clearly explain what categories of Personal Information are collected from Users, the specific purposes and lawful basis for such collection and use, how such information is processed and disclosed, and the rights and options available to Users to access, review, correct, or update their Personal Information.

- **Types of Personal Information collected by the Company**:

While using our Services, we may collect the following categories of Personal Information from the Users hereinafter collectively referred to as "**User Information**"**:**

a) Name;
b) User ID;
c) Email address;
d) Address (including country and ZIP/postal code);
e) Gender;
f) Age;
g) Phone Number;

h) Password chosen by You;
i) Geographical location through the IP address of the Users;
j) Financial account information like bank account details, GST certificate, PAN Card, etc. and transactional information in relation to transactions where the Company is involved;
k) Any of the aforesaid information pertaining to the customer/buyer of the User; and
l) All other personally identifiable information/details as the You may share from time to time (including personally identifiable information/details of the customer/buyer of the User).

In order to avail the Services/ Platform, You may also be required to upload/share certain documents to the extent necessary (for instance: Government ID's like- PAN Card, Aadhar, GST certificate, & etc.), on the Platform and/or e-mail the same to the Company. Accordingly, the term "**User Information**" shall also include any such documents uploaded or otherwise provided by the Users. We may also keep records of telephone calls received and made for making inquiries, orders, or other purposes necessary for the administration of Services.

- **Cookies**:
We may also receive and/or hold information about the User's browsing history including the Uniform Resource Locator (URL) of the site that the User visited prior to visiting the Platform as well as the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using as well as the name of User's Internet Service Provider (ISP). The Platform may use temporary cookies to store certain data (for clarity that shall exclude Personal Information or other Information) that is used by Us for the technical administration of the Platform, research and development, and for User administration. In addition to the above:

- **Purposes for which the Company may use the Personal Information**:
The information which we collect may be utilized for various business and/or regulatory purposes including but not limited for the following purposes:
a) To onboard merchants, create and manage user accounts, authenticate access, and administer use of the Shiprocket platform
b) To facilitate shipment booking, label generation, courier allocation, pickup, transportation, delivery, returns, and RTO management
c) To enable pre-purchase and post-purchase logistics services, including serviceability checks, delivery time estimation, address validation, standardisation, and optimisation
d) To enable delivery coordination, address verification, non-delivery resolution (NDR), and customer communication related to order fulfilment
e) To process orders, shipments, returns, exchanges, refunds, COD remittances, settlements, reconciliation, and invoicing
f) To operate checkout-related features that reduce friction during order placement, including address retrieval or validation, subject to applicable consents obtained by the merchant of its respective customers
g) To provide warehousing, inventory management, picking, packing, and fulfilment services
h) To provide tracking, status updates, service notifications, and transactional communications
i) To provide customer and merchant support, handle queries, complaints, and disputes, and maintain service quality
j) To perform analytics, reporting, forecasting, and optimisation of logistics operations, delivery performance, and platform functionality, including in aggregated or pseudonymised form where reasonably possible
k) To detect, prevent, and investigate fraud, misuse, security incidents, and unauthorised access

l) To comply with applicable laws, regulations, tax requirements, contractual obligations, and lawful requests from government or regulatory/ Statutory authorities

m) To maintain platform security, system monitoring, logging, audits, and operational diagnostics

n) To send service-related communications and updates; promotional communications are sent only where permitted by law and consented to by You

o) To enable pre-purchase and post-purchase logistics services, including serviceability checks, delivery time estimation, address validation, standardisation, and optimisation through checkout and order placement flows Upon consent provided by You directly or through any Merchant/ Partner associated with us.

p) For enhancing our Platform functionality and Services capabilities.

We collect only such Personal Information as is necessary to fulfil the purposes described above and process such information in a manner consistent with those purposes. Any processing of Personal Information beyond these purposes shall be undertaken only with your consent or as permitted under applicable law.

- **Processing of Children's and Persons with Disability' Personal Information**

a) **Age-based Restrictions**: In accordance with the applicable laws, We do not knowingly provide services to, or process the Personal Information of, any individual below the age of 18 years ("Child") without prior verifiable consent of the Child's parent or lawful guardian.

b) **Verifiable Parental / Guardian Consent** Before processing the Personal Information of a Child, or of a Person with Disability who has a lawful guardian, We shall obtain verifiable consent in the manner prescribed under applicable laws This may include verification through reliable identity information, authorised Government-issued digital tokens, or other approved techno-legal mechanisms. By providing any such Personal Information, You represent that you are legally authorised to act as the parent or lawful guardian and to provide such verifiable consent.

c) **Prohibition on Tracking, Monitoring and Targeted Advertising:** We do not engage in tracking, behavioral monitoring, profiling, or targeted advertising directed at Children, in compliance with applicable laws.

d) **Special Safeguards & Limited Exemptions:** We shall implement all additional safeguards required for processing Children's Personal Information and the Personal Information of Persons with Disability with lawful guardians, including restrictions on purpose limitation, storage limitation and strengthened security controls as mandated under the applicable laws.

e) **Your Responsibility When Sharing Personal Data:** If You provide Personal Information of a Child or a Person with Disability with a lawful guardian, you confirm that:

i. You are legally authorised to do so, and

ii. You consent to Shiprocket processing of such data strictly in accordance with this Privacy Policy and the applicable laws

- **Disclosure and Transfer of User's Personal Information**:

a) **Disclosure to third party**: We may disclose or transfer or make accessible a User's Personal Information to service providers/sub-contractors/third party's/ sub-data processors/ employees to the extent necessary on *need-to-know* basis for the purpose of this Privacy Policy to render Service(s) to User. The Company takes adequate steps to ensure that all the service providers/sub-contractors/third party's/ sub-data processors/ employees, who have access to, and are associated with the processing of User Information, respect its confidentiality and that such data processors/third party vendors adopt at least such reasonable level of security practices and procedures as required under applicable law.

b) **Disclosure due to legal requirement**: We may need to disclose / transfer User's Personal Information to Governmental and judicial institutions/authorities, to the extent required:

i. Under the laws, rules, and regulations and/or under orders of any relevant judicial or quasi-judicial authority;

ii. To protect and defend the rights or property of the Company;
iii. To fight fraud and credit risk;
iv. To enforce the Company's Terms of Use (to which this Privacy Policy is also a part); or
v. When the Company, in its sole discretion, deems it necessary in order to protect its rights or the rights of others.

c) **Disclosure to Related Parties**: The relevant information/data may be required to be shared by the Company with its affiliates, subsidiaries and group companies in order to facilitate the provision of Services by the Company and/or its affiliates, subsidiaries and group companies to us and/or to You. To the extent that these entities have access to Your Personal Information which is shared by the Company, the Company shall take adequate steps to ensure that these entities shall adopt at least such reasonable level of security practices and procedures as required under applicable law to ensure security of Personal Information.

- **Links to Third-Party**:

The links to third-party advertisements, third party websites or any third-party electronic communication services (referred to as "**Third Party Links**") may be provided on the platform which are operated by third parties and are not controlled by, or affiliated to, or associated with the Company, unless expressly specified on the Platform. If You access any such Third-Party Links, we request You to review the concerned website's privacy policy. We shall not be responsible for the policies or practices of such third parties.

- **Security Practices and Procedures**:

For the purpose of providing the Services and for other purposes identified in this Privacy Policy, we are required to collect and host certain data and information of the Users. We are committed to protecting Your Personal Information, and to that end, the Company adopts reasonable security practices and procedures to implement technical, operational, managerial and physical security control measures in order to protect the Personal Information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction. While we try our best to provide security that is commensurate with the industry standards, due to the inherent vulnerabilities of the internet, we cannot ensure or warrant complete security of all information that is being transmitted to Us.

The Company takes adequate steps to ensure that third parties to whom the Personal Information may be transferred adopt at least such reasonable level of security practices and procedures as required under applicable law to ensure security of Personal Information.

You hereby acknowledge that the Company is not responsible for any information sent via the internet that has been intercepted beyond Our control after having adopted reasonable security practices and procedures, and You hereby release Us from any and all claims arising out of or related to the use of intercepted information in any unauthorized manner.

- **User's rights in relation to their personal information collected by the Company**:

All the information provided to the Company by a User, including Sensitive Personal Data or Information, is voluntary. Users have the right to withdraw his/her/its consent at any time, in accordance with the terms of this Privacy Policy and the Terms of Use, but please note that withdrawal of consent will not be retrospective.

Users can access, modify, correct and delete the Personal Information provided by them which has been voluntarily given by the User and collected by the Company in accordance with this Privacy Policy and Terms of Use. However, if the User updates his/her information, the Company may keep a copy of the information which User originally provided to the Company in its archives for User documented herein. In case the User seeks to update or correct, his/her Personal Information, the User may exercise these

rights by emailing the Company at companysecretary@shiprocket.com and communicate the change(s) for updating the Company's records.

In case the User does not provide his/her information or consent for usage of Personal Information or subsequently withdraws his/her consent for usage of the Personal Information so collected, the Company reserves the right to discontinue, in part or full, the Services/associated features and benefits for which the said information was sought.

- **Retention of Personal Information:**

Any personal information collected or processed in accordance with this Privacy Policy will be collected by Us, shall be retained until the purpose for usage exists and/or till the We are obligated to retain the same for compliance with applicable law(s) or until you withdraw your consent, or until you exercise the right to erasure of your Personal Data, whichever occurs earlier. after which the same is erased by us.

It is further clarified, we may retain your Personal Data for longer periods in the following circumstances:

a) If it is necessary for the specified purpose for which it was collected or for compliance with any applicable law.
b) In the event of pendency of any legal or regulatory proceeding.
c) For safety, security, and integrity purposes as per the law.
d) Any other purposes such as any judicial and/or governmental investigations.
e) To protect our rights, property, or products/ services.

In case a User has withdrawn or cancelled their registration from the Platform, we are obliged under law to retain their Personal Information . We may retain non-personally identifiable data indefinitely or to the extent allowed by applicable law.

- **Use of the Platform:**

You agree while using Platform, You shall not upload, modify, publish, transmit update or share any information which:

a) belongs to another person and to which the user does not have any right;
b) is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
c) is harmful to child;
d) infringes any patent, trademark, copyright or other proprietary rights;
e) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
f) impersonates another person;
g) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence, or prevents investigation of any offence, or is insulting other nation;
h) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
i) violates any law for the time being in force.

- **Termination**

  Shiprocket reserves the right to immediately terminate your use of Services in cases where:

  a) the User breaches any terms and conditions of this Policy;
  b) Shiprocket believes in its sole discretion that the User's actions may cause legal liability for such User or for Shiprocket or are contrary to the terms of use of the Services, or terms of this Policy; and
  c) Shiprocket deems fit for its own convenience, without providing any reason.

- **Changes to this Privacy Policy:**

  We may update this Privacy Policy from time to time and shall notify you regarding the Policy as well as any such changes periodically and at least once a year. However, you are advised to review this page/policy periodically for any changes. Your continued usage of the Services shall constitute your acceptance of the amended/updated Privacy Policy.

- **Complaints and Grievance Redressal**:

  Any complaints, abuse or concerns with regards to content or comment or breach of these terms/Privacy Policy may be informed to the designated Grievance Officer as mentioned below in writing or through email:

  Mr. Sunil Kumar (Chief Technology Officer)
  Shiprocket Limited ,
  Plot No. B, Khasra-360, Sultanpur, M.G.
  Road, New Delhi – 110030
  companysecretary@shiprocket.com

- **Definitions**:

  a) "**Personal Information**" means any information that relates to the User, which, either directly or indirectly, is capable of identifying the person concerned.
  b) "**Sensitive Personal Data or Information**" means personal information of a User relating to password; financial information such as bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information; any detail relating to the above as provided to or received by the Company for processing or storage. However, any data/information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law shall not qualify as Sensitive Personal Data or Information or Personal Information.
  c) **"Children's Data"** means to the Personal Information of an individual who has not attained the age of 18 years. Under applicable data protection laws, the processing of Children's Data is subject to additional safeguards and, where required, the verifiable consent of a parent or lawful guardian.
  d) **"Persons with Disabilities"** refers to individuals who may, due to physical, mental, intellectual, or sensory impairments, require the assistance or consent of a lawful guardian to access or use digital services or to provide Personal Information, as recognized under applicable law.