

PRIVACY POLICY

This Privacy Policy is of paramount importance to **MKS OTERRI PRIVATE LIMITED** (“Oterri”). Oterri has developed this “Privacy Policy” which covers how Oterri collects, uses, discloses, and stores User’s Personal Information (*as defined below*).

By the mere use of the Oterri Portal, User expressly consents to Oterri’s use and disclosure of User’s Personal Information in accordance with this Privacy Policy. This Privacy Policy shall be deemed to be incorporated into the Terms and Conditions for the use of Oterri Portal (**–Terms–**), published here <https://rdxuat.com/2023-24/oterrri/pdf/Terms-of-Use.pdf>. and shall be read in addition to the Terms. As part of the operations, Oterri collects and discloses Personal Information to third parties to provide Services. In the event of any inconsistency or ambiguity arising between the Terms and the terms of this Privacy Policy, the provisions of this Privacy Policy to the extent of such inconsistency or ambiguity, shall prevail.

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 Oterri and the User. If Oterri makes significant changes in the way the User’s information is treated, or to the Privacy Policy, Oterri will provide notice through the Portal, or by some other means, such as email. User’s continued use of the Oterri’s Services after such notice constitutes User’s consent to the changes. Oterri encourages the User to periodically review the Privacy Policy for latest information on Oterri’s privacy practices.

For the purpose of this Privacy Policy, all capitalised terms not defined shall have the meaning so assigned to them in the Terms.

1. Purpose of Oterri

Oterri Services are made available for:

- 1.1. Providing safe and reliable pick-up and drop services for the laundry of the Users;
- 1.2. Providing safe and reliable laundry services including dry cleaning, washing, ironing, Cleaning Services for Leather Articles through Oterri’s laundry business partners.
- 1.3. Allows User to track their laundry pick-up and drop through the Oterri Portal.

2. Eligibility

Use of Oterri is available only to Persons who can form a legally binding contract under the Indian Contract Act, 1872. If the User is under the age of 18, User cannot use Services on the Portal. If the User wishes to subscribe on the Portal, such subscription shall be made by User’s legal guardian or parents who have registered as Users of Portal.

3. Acceptance

- 3.1 By accessing, registering, browsing, uploading, posting, or otherwise using Oterri’s Services and/or otherwise providing information on the Portal, User agrees that their Personal Information (*as defined below*) shall be handled in accordance with this Privacy Policy.

- 3.2 By impliedly or expressly accepting this Privacy Policy, the User also agrees to have read and be bound by and accepts:
 - 3.2.1 all of Oterri's policies (including but not limited to Terms as amended from time to time);
 - 3.2.2 any plan limits, product disclaimers or other restrictions presented to User on the Portal; and
 - 3.2.3 any applicable Third Party Privacy Policies.
- 3.3 User acknowledges and agrees to the collection, retention, and use of the information the User discloses to Oterri in accordance with this Privacy Policy, including but not limited to User's consent for sharing Personal Information as per this Privacy Policy.
- 3.4 User also acknowledges and agrees that with respect to certain activities, the collection, transfer, storage, and processing of Personal Information may be undertaken by trusted TSP's, partners or affiliates or agents, payment processors, web hosting providers, communication services, and web analytic providers, to help facilitate Oterri in providing certain functions.
- 3.5 Unless stated otherwise, this Privacy Policy applies to all information that is disclosed by the User on the Portal.

4. Collection and Maintenance of Personal Information

- 4.1 Any data that can be used to identify or contact a User shall be termed as Personal Information. Oterri shall collect the Personal Information of the User and their Child to provide Services available on the Portal.
- 4.2 Users may browse the Portal without disclosing to Oterri their identity or revealing any Personal information about themselves. However, Users may not be able to access certain parts of the Portal if they choose to do so.
- 4.3 When Users register on the Portal, they shall provide their Personal Information such as User's name, email address, date of birth, mobile number, residential address and other such information, which are collected by Oterri. The User, in order to avail Oterri Services, shall provide Personal Information about the location of pick-up and drop, phone / mobile number of the User or any other person designated by the User to submit / collect laundry and any other Personal Information required to avail the Services provided by Oterri. It is further clarified Personal Information shall also include details about the payment made towards subscription plans or one time availing of Oterri Services and other details provided by the User on or after the payment of subscription fees / one time Service fees. Oterri uses the credit / debit card / net banking / UPI details only for payment and billing purposes. For Users' convenience, Oterri provides the option to save billing information in case Users want to avail Services again, but Oterri does not use this information again without Users' permission.

- 4.4 Oterri uses this Personal Information and shall send User's feedback or testimonial received from other Users, any announcements about new Services introduced by Oterri, any offer available, etc., on the registered email id or contact number.
- 4.5 Oterri may also use Personal Information for internal purposes such as auditing, data analysis and research to improve the Services.
- 4.6 Oterri uses the Personal Information to tailor User experience on the Portal, providing the Users with Content that Oterri thinks Users might be interested in and to display Content according to User preferences.

5. Sensitive Personal Information

- 5.1 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, 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.
- 5.2 Oterri does not require/ collect/ process Sensitive Personal Information of the User.

6. Manner of dealing with the Personal Information

Oterri will not sell or rent or publish such Personal Information collected. When the User uses Oterri's Portal, Oterri collects and stores Users Personal Information. Oterri gathers Users Personal Information in order to record, support and facilitate the Use of Oterri's Services, track User preferences, to provide User with a customized Portal experience, to notify User of any updated information and new activities and other related functions offered by Oterri, keep the User informed about latest Content available on the Portal, special offers, and other products and Services of Oterri, to assist the User with customer service or technical support issues, to follow up with the User, to otherwise support the Users relationship with Oterri or to prevent fraud and unlawful use. For the aforesaid purposes, Oterri only collect such Personal Information that it considers relevant to understand Users interests.

7. Confidentiality and Disclosure of User's Personal Information

- 7.1 Oterri 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.
- 7.2 Oterri uses the Personal Information only for the purpose for which the same has been furnished. Oterri does not retain Personal 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.

- 7.3 It may be necessary by Applicable Law, legal process, litigation, and/ or requests from public and government authorities for Oterri to disclose User's Personal Information or User's "Non-Personal Information". Oterri 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.
- 7.4 Oterri 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.
- 7.5 Oterri may share Personal Information with subsidiaries, affiliated entities and other trusted businesses that provide services or conduct data processing on behalf of Oterri or for data centralisation
- 7.6 In the event of a reorganization, merger, or sale, Oterri may transfer any or all Personal Information to the relevant third party with intimation to User.
- 7.7 Oterri may share Personal Information with third parties in order to conduct a basic verification of information provided by the User.
- 7.8 Oterri may disclose the information it collects from Users where Oterri 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 Oterri's Terms and Conditions or as evidence in litigation in which Oterri is involved or protect its operations or Users or in the event Oterri 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 Oterri's reasonable opinion, is likely to order the disclosure of such User's information.
- 7.9 Oterri may disclose Personal Information if required to do so under Applicable Laws or in good faith belief that such disclosure is reasonably necessary to respond to summons, court orders, or other legal or quasi – legal processes. Oterri 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 Oterri's policies; 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.
- 7.10 Oterri may disclose Personal Information in an aggregated and / or anonymised form which cannot reasonably be used to identify the User and/or if Oterri otherwise notifies the User and User consents to the sharing of Personal Information.

8. Protection of Personal Information

- 8.1 Oterri 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. Oterri 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.

- 8.2 To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, Oterri has put in place physical, electronic, and managerial procedures to safeguard and secure the information Oterri collects through the Portal and the provision of Services and Service Information.
- 8.3 User's Personal Information is never shared outside Oterri without User permission, except under conditions explained under this Privacy Policy. 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.
- 8.4 Oterri and its agents are contractually bound to maintain the confidentiality of Personal Information and may not use the information for any unauthorized purpose.
- 8.5 The User acknowledges that despite deployment of secure measures for protection of the User's Personal Information, exchange and transmission of information comes with inherent security risks and Oterri makes no guarantee with regard to the safety of such transmission of User's Personal information.

9. Cookies and Other Technologies

- 9.1 Oterri uses data collection services such as "**Cookies**" on the Portal to help analyse the Oterri Portal flow, measure promotional effectiveness, and promote trust and safety. Oterri offers certain features that are only available through the use of a "cookie". Oterri also offers cookies to allow the User to enter its password less frequently during a session. Cookies can also help Oterri to provide information that is targeted to the User's interests. Most cookies are "session cookies", meaning that they are automatically deleted from the User's hard drive at the end of a session. Users are always free to decline Oterri cookies if the User's browser permits, although in that case the User may not be able to use certain features on the Portal and the User may be required to re-enter its password more frequently during a session. A "cookie" is a small piece of information stored by a web server on a web browser, so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given User. Oterri places both permanent and temporary cookies in User's computer hard drive. The cookies do not contain any of User's personally identifiable information.
- 9.2 When Users register themselves on the Portal, Oterri creates User's account, assigning a personal identification number, this personal identification number is then sent back to User's hard drive in the form of a "cookie", which is a small bit of code. This code is unique to each User. It enables seamless travel across the Portal, allowing User to use the Portal without having to enter its password frequently and/or fill out details which User has already provided.

10. Termination of Account and retention of data provided by the User

- 10.1 Personal Information of the User master data will be retained to the extend of the transaction carried out by the user in the event of the user termination the account.
- 10.2 Notwithstanding anything contained herein, information submitted by the User shall be retained by Oterri under the following circumstances:
 - 10.2.1 to the extent as may be required under Applicable Law;
 - 10.2.2 Oterri may retain User's Personal Information as may be relevant for any ongoing or prospective legal proceedings.

11. Access and updation of Personal Information

- 11.1 As a registered User, User's Personal Information can be viewed through User's Account which is protected by a password.
- 11.2 User represents and warrants that any and all information, including but not limited to Personal Information is absolutely correct and complete in all aspects and does not belong to another Person. User further undertakes to immediately update any change or variation in User's Personal Information on the Portal by sending Oterri a request in writing to Oterri to rectify or update User's account. Once User communicates the request to Oterri, User agrees to comply with the instructions and information requests as may be provided/communicated by Oterri.
- 11.3 The update shall be effective from future transactions and shall not be valid for ongoing transaction under process. Update may result in increase in price. The Personal Information should not be changed without intimation.

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

- 12.1 Oterri Portal 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.
- 12.2 In the event the User accesses and/or uses any third-party services, links to which may be contained on Oterri Portal, User is aware that such third-party services shall be governed by the privacy policies of those third parties. Oterri shall not be responsible for the information practices of such third parties.
- 12.3 Oterri 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. Oterri 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 Oterri shall not be responsible for misuse of any information, including but not limited to Personal Information of the User by third – parties.

12.4 Other third party services that may be linked to the Oterri Portal may collect the User's Personal Information. Oterri is not responsible for the privacy practices or the Content of those linked third party services. Oterri may indicate to the User that the User is getting linked to a third party services. The User is required to carefully read and understand the terms of use or privacy policy of such TSPs prior to transacting thereon.

13. Consent

13.1 By using the Portal and/or by providing its information, the User consents to the collection, retention and use of the information User discloses on the Portal 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 Oterri such as payment processors, web hosting providers, communication services, and web analytic providers, to help facilitate Oterri 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 Portal, Users agree to be bound by the terms and conditions of this Privacy Policy. Users are advised to not use or access the Portal 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 Oterri has about the User and User's account.

13.6 If Oterri decides to change the Privacy Policy, Oterri will post those changes on this page so that the Users are always aware of what information Oterri collects, how Oterri uses it, and under what circumstances Oterri discloses it.

14. Opt – Out

14.1 From time to time, Oterri may communicate with Users who subscribe to its Services via email or text message. Oterri provides to the Users the opportunity to exercise an opt-out choice if they do not want to receive non-essential communication from Oterri, such as emails or updates from Oterri regarding new services offered on the Portal or if Users do not want Oterri to share their Personal Information with third parties. The opt-out choice may be exercised by contacting Oterri at support@oterri.com. Oterri will process User's unsubscribe request as soon as possible and in some circumstances, Users may receive a few more emails until the unsubscribe request is processed.

14.2 If the Users want to remove their contact information from the Portal or withdraw all consents given by them to Oterri, then they can do so by writing to support@oterri.com.

15. Limitation of Liability

15.1 Oterri is not responsible for any breach of security or for any actions of any third parties that receive the User’s Personal Information.

15.2 Notwithstanding anything contained in this Privacy Policy or elsewhere, Oterri 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 Oterri 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 Oterri and which Oterri is not able to overcome.

16. Changes to the Privacy Policy

This Privacy Policy is subject to change, and any changes to this Privacy Policy will be posted on the Website / App so that the Users are always aware of what information Oterri collects, how Oterri uses it, and under what circumstances Oterri discloses it. All information submitted through the Portal to Oterri is subject to the terms and conditions of this Privacy Policy, as amended. Users’ continued use of the Portal and, the continued participation will indicate their agreement to such changes.

17. Grievance Officer

17.1 In accordance with Information Technology Act, 2000 and rules made thereunder, Consumer Protection Act 2019 and Consumer Protection (E-Commerce) Rules, 2020, the name, contact details and designation of the Grievance Officer are provided below:

Name: Mitesh Darji
Designation: Grievance Officer
Email: mitesh@mksgitech.com
Contact Number: +91 9687112390

17.2 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.

17.3 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.

18. Glossary of Terms

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

18.1. “**Portal**” means jointly, an internet portal located at (i) URL – www.oterri.com (“**Website**”) and; (ii) a computer program designed to run on smartphones and tablets i.e. a mobile application available for Android operating system located at URL

<https://play.google.com/store/apps/details?id=com.mksoterri.app> and for the IOS operating system located at URL <https://apps.apple.com/in/app/oterri/id6503596247> (hereinafter jointly referred to as an “**App**”)

- 18.2. “**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.
- 18.3. “**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.
- 18.4. “**Grievance Officer**” shall have the meaning as ascribed to it under Clause 17 of this Privacy Policy.
- 18.5. “**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).
- 18.6. “**Personal Information**” shall have the meaning ascribed to it in Clause 4 of this Privacy Policy.
- 18.7. “**Services**” shall mean the services made available by Oterri through Oterri Portal to Users from time to time.
- 18.8. “**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*).
- 18.9. “**TSPs**” shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services of Oterri.
- 18.10. “**User**” means the parent / legal guardian of a child and intending to avail the Services through the Portal and for this purpose has accepted the terms and conditions of the Portal and who accepts this Privacy Policy and the Terms and Conditions and has created an Oterri Account on the Oterri Portal. Nothing in this Privacy Policy shall be deemed to confer any third party rights or benefits.

I have read, understood, and accepted the Privacy Policy

