

PRIVACY POLICY

EFFECTIVE DATE: SEPTEMBER 22, 2023

LAST UPDATE: SEPTEMBER 22, 2023

INTRODUCTION

Trateng Greens Private Limited (“**Trateng Greens**” or “**we**” or “**Company**” or “**us**” or “**our/s**”) is committed to practicing the highest degree of protection of every information that we collect from the visitors, users, and others who use our Website (*as defined hereinunder*) (“**User/s**” or “**you**” or “**your/s**”) through our website <https://agapisikkim.com/>. Safeguarding the privacy of our User’s data is of paramount importance to us. We have framed this privacy policy (“**Policy**”) to make you aware of the data handling practices undertaken by Trateng Greens. This Policy will help you to understand the extent to which we collect, use, store, transfer and disclose your Personal Information (*as defined hereinafter*).

By accepting/visiting this Policy, you understand and agree to the collection, use, share and processing of your Personal Information as described herein. If you provide us with Personal Information about someone else, you confirm that they are aware that you have provided their information and that they consent to our use of their information according to our Policy. If you do not agree, you may opt-out at any time to prevent further use of the information shared. This Policy extends to all the Users of our Website.

1. SCOPE

- 1.1 This Policy is an electronic record in the form of an electronic contract formed under the Indian Contract Act, 1872, and this Policy is published following the provisions of the Information Technology Act, 2000 and the rules made thereunder, specifically, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or information) Rules, 2011 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. This Policy does not require any physical, electronic, or digital signature and is binding on all its Users by mere usage of our Website and is a legally binding document between you and the Company.
- 1.2 We collect, use, store, transfer, and disclose your Personal Information only to the extent mentioned in this Policy. Our data handling practices are at par with the prevalent laws of India. The Company ensures that it adheres to the highest industry standard in upholding the privacy of its Users which is also enshrined by the Constitution of India.
- 1.3 This Policy was last updated or is effective (as the case may be) on the above-mentioned date and gives details of the current data handling practices undertaken by the Company. We reserve the right to amend this Policy from time to time, at our sole discretion, thus we recommend you to frequently go through our updated Policy to be aware of our latest amendments. Your continued access/visit to our Website thereafter shall be an acknowledgment of your unconditional acceptance of such updates to this Policy.

2. CONSENT

- 2.1 By visiting/using our Website, you consent to the data handling practices undertaken by the Company as mentioned in this Policy. Your continued usage of our Website implies your consent to the disclosure of your Information (*as defined hereinafter*) to the extent contemplated in

this Policy. This Policy should be read in addition to the terms and conditions of our Website (“**Terms and Conditions**”).

- 2.2 We do not share any Personal Information of our Users with any third-party without taking prior consent for the same or in contravention to this Policy. The extent of sharing any information of our Users to any third-party is limited to the permissible prerequisites of the prevalent laws of India and this Policy.
- 2.3 Without limitation to the foregoing, in the event you are barred from undertaking legally binding obligations under the Indian Contract Act, 1872, or are for any reason, unable to provide ‘Consent’ as per the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, you are not eligible use or avail the services available on the Website.

3. INFORMATION CATEGORY

We collect the following two types of information (“**Information**”) through our Website:

3.1 **Personal Information:**

3.1.1. We collect the following form of personal information (“**Personal Information**”) through our Website from the Users:

- i. Personal Information includes every Information that may be required to identify an individual. Such Information may include but is not limited to such User’s full name, contact number, email ID, location, address or any other personal information which such individual may have submitted through our Website or otherwise;
- ii. your log-in and password details in connection with the creation of account and sign-in process on the Website, if any. We reserve the right to reject usernames that are offensive or unsuitable or already in use by other Users; and/or
- iii. details of any requests, payments and/or transactions made by you through the Website including, but not limited to, billing address, credit/debit card details, UPI ID and other payment instrument and tracking details.

3.1.2. If any User chooses to connect with us through the email ID or phone number mentioned on our Website, we will retain such Information which you may have submitted through any of the above-mentioned mediums. Such Information is retained to attain any dispute, address query, provide User redressal, and troubleshoot problems.

3.2. **Non-Personal Information:**

3.2.1. Non-Personal Information means information that is not limited to determine the identity of any individual or business. Such information includes but is not limited to your browser type, the URL of the previous websites you visited, your internet service provider (ISP), operating system, applications installed on your device, device ID, IMEI number, device manufacturer and type, device, your Internet Protocol (IP) address, web browser; connection information; screen resolution, usage statistics, default communication applications, access to device address book, device log and

event information, logs, keywords and metadata of incoming and outgoing calls, and messages. Such information shall be collected from our Users through their use of the Website and shall be termed as “**Non-Personal Information**”.

- 3.2.2. The Company may also collect Non-Personal Information through its Website or otherwise that any User may come forward and provide or that may have been requested either through a response to a questionnaire or any survey conducted by us or through the ‘Contact Us’ feature present on our Website. We may also appoint an individual or a business to collect such Information on behalf of the Company. Such Information helps us to cater to our User expectations and thus serve a better User experience. Any such Non-Personal Information collected by us/submitted by you is retained with due adherence to the governing laws of India.

4. HOW WE COLLECT THE INFORMATION

- 4.1. We may collect Information from our Users regarding their product purchase or login and/or registration details they put on our Website which includes their email ID, password, full name, address and mobile number. Such Information shall also include their google mail (“**Gmail**”) credentials in case they choose to login and/or register themselves through their Gmail account on our Website.
- 4.2. Please note that where ever possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the Website.
- 4.3. In the event any User has either registered themselves as a customer and/or guest (“**Customer/s**”) to shop any product (“**Purchased Product**”) from our Website, we may collect Information including but not limited to their full name, contact number, email ID, address, and, payment details including, but not limited to, billing address, credit/debit card details, UPI ID and other payment instrument in order to deliver the Purchased Product to such Customers.
- 4.4. We may collect any other Information that any User voluntarily chooses to provide us through our Website including the Information shared through our User support facility.
- 4.5. The Company may collect device and connection-specific information when you access or use the Website. This includes information like hardware model, operating system information, IMEI number, signal strength, app version, browser information, connection information including phone number, mobile operator or ISP, language and time zone, and IP.

5. HOW WE USE THE INFORMATION

- 5.1. We may use your Information to evaluate, personalize, and develop our business in order to provide the services and products to the Users efficiently. Our primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our Website to make your experience safer and easier.
- 5.2. The Company may also use your Information for the following purposes:
- 5.2.1. improving the Users’ experience on the Website;

- 5.2.2. delivering the services enlisted on our Website in accordance with the Terms of Conditions to the Users;
- 5.2.3. we collect and analyze demographic and profile data of our Users' activity on our Website;
- 5.2.4. providing the Users with the necessary resolutions for any issues faced by them while using the Website; and
- 5.2.5. marketing and promotion of the services that we provide through our Website or otherwise.
- 5.3. We may use your Information to share promotional offers by way of digital and/or direct communication to you. Such communication may be shared after receiving your consent through your contact number, email, and/or text messages.
- 5.4. We may use your IP address and other relevant Information to analyze our web traffic. Such Information may also be used to ease any form of technical complication faced by our Users while using our Website.
- 5.5. We may use and share your collected Information to ensure technical service functionality and data accuracy, perform trouble-shooting and prevent or detect fraud, security breaches or other illegal activities.
- 5.6. We may release your Personal Information to a third-party in order comply with a court order or other similar legal procedure, or when we believe in good faith that such disclosure is necessary to comply with the law; prevent imminent physical harm or financial loss; or investigate or take action regarding illegal activities, suspected fraud, or violations of Terms and Conditions.
- 5.7. We and our business partners may use cookies to monitor the Website usage including, without limitation, to provide useful features to simplify your experience when you return to the Website, like remembering your login ID, Personal Information and third-party information and to deliver relevant content based on your preferences, usage patterns and location.

6. SHARING OF INFORMATION

- 6.1. We may disclose and, in some cases, transfer your Information to such entities as required to provide services to you, to the extent permitted by applicable law. We require such entities to protect your Information through equivalent security measures as what we would adopt. Below is an indicative list of entities that we provide your Information to:
 - 6.1.1. We share your Information with entities that provide services on our behalf, including but not limited to website hosting, data storage, software services, email services, marketing, providing payment services, data analytics, data mining, delivery services, pick-up services, and, conducting surveys.
 - 6.1.2. We may share your Information with law enforcement agencies or regulatory authorities pursuant to lawful requests for Information, and, otherwise as required under any law applicable at the given time.

- 6.1.3. When any Information is required to respond to any enquiry, investigation, allegation regarding any infringement of any propriety right.
- 6.2. If we restructure our business by merger or acquisition, or amalgamation, we may share your full or partial Information with our affiliates in order to continue providing the services to you.
- 6.3. If the User believes that any Information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

7. THIRD-PARTY LINKS

- 7.1. Our Website may provide you links to third-party websites. The Company has no control over any Information that is collected or sought by such third-party websites. We do not have any control over the data handling process or the content of such third-party websites. We neither represent nor warrant the privacy policy or terms of use of such third-party websites.
- 7.2. You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the collection and/or disclosure of your Personal Information by external applications, sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from such applications, websites or resources.
- 7.3. We shall not be accountable or responsible for any breach or misuse of data committed by any such third-party websites. These websites and resource providers may have their own privacy policies governing the collection, storage, retention, and, disclosure of your Personal Information that you may be subject to. We recommend you to read through the privacy policy and terms of use of such third-party websites or resources to understand their data handling mechanism.

8. COOKIES AND OTHER TRACKING TECHNOLOGIES

- 8.1. When you visit the Website, we may use cookies, web beacons, flash cookies, pixels and other web application software methods (“**Cookies**”), that are essentially small data files to collect and store information in your web browser or on mobile phone, tablet, computer, or other devices (“**Device/s**”) that allow us to store and receive information on how you use the Website. Some Cookies may serve to recall Personal Information previously indicated by a User. We may ask advertisers or other partners to serve ads or services to your Devices, which may use Cookies placed by us or the third-party.
- 8.2. Most browsers allow you to control Cookies, including whether or not to accept them and how to remove them. You will be intimated when Cookies are being sent to your Device and you may choose to accept or reject it, however, if you choose to not accept our cookies, you may not be able to use certain features of the Website.
- 8.3. By interacting on the Website, you consent to the use and placement of Cookies on your Devices in accordance with this Policy.

9. PROTECTION OF INFORMATION

We are committed towards maintaining the privacy of the Information provided by you on the Website by storing such information in the jurisdiction of India and complying with the industry standard security safeguards for the purpose of securing the Website and the information gathered from you within the terms of this Policy. We have implemented physical, electronic, and procedural safeguards in order to protect the information, including that the Information will be stored on secured servers and protected by secured networks to which access is limited to a few authorized employees and personnel. We only allow authorized individuals to access any Information that is collected through our Website. However, no protecting measure can guarantee 100% security of any data over the internet. We commit to safeguarding your Information but cannot guarantee any safety of your data from any unauthorized access or unwitting breach from our side. For any data loss or theft due to unauthorized access to your electronic devices through which you access our Website, Trateng Greens shall not be held liable for any loss whatsoever incurred by you.

10. THIRD-PARTY ANALYTICS

We may use any third-party analytic tool such as Google Analytics to monitor and analyze your usage of our Website which will in return help us to enhance User experience. We may share your Information or such Information may be directly collected by such tools or any other similar third-party that we may use to help us to evaluate the use of our Website.

11. LIMITED LIABILITY

11.1. We shall not be accountable or responsible for any breach committed by any of our service partners or affiliates or third-party websites.

11.2. We shall not be held accountable or responsible for any loss, damage, or misuse of your Information, if such loss, damage, or misuse is attributable to any event that is beyond the reasonable control of the Company and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, and, any other similar events not within the control of the Company. Any such event mentioned herein shall be referred to as “**Force Majeure Event**”.

12. MINOR

Our Website is not intended to attract anyone under the relevant age of consent to enter into binding legal contracts under the laws of their respective jurisdictions (“**Minors**”). We do not solicit or intend to collect any Information from any Minor. However, in case our Website is accessed by a Minor, we encourage parents and guardians to be involved in the online activities of such Minor to ensure that no Personal Information is collected from a Minor without their prior consent. Further, we assume that the Minor has taken due consent from their parents or legal guardians as per the terms mentioned in this Policy. We will not be responsible for any mishandling or abuse of our Website by any Minor or their consenting parents or legal guardians.

13. COPYRIGHT

We reserve the right over the content present on our Website. Such right may include but not be limited to images, logo, illustrations, texts, and the like. By accessing our Website, you agree not to tamper, alter, or restructure any of the content present on our Website.

14. CHANGES TO THIS POLICY

We reserve the right to update, change or modify this Policy at any time. The Policy shall come to effect from the date of such update, change or modification.

15. OPT-OUT

If you do not agree with the terms of this Policy, you may opt out of our Website. Any User can opt-out of our Website within the scope of the conditions mentioned in this Policy or otherwise agreed between the User and the Company. If you wish to discontinue the use of our Website or cancel your User account or remove or alter any of your Personal Information from our Website, please send us an email at info@agapisikkim.com.

16. GRIEVANCE OFFICER

Under the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Rinzing Choden Bhutia

Address: Ground Floor, Comfort Inn Building, Gairi Gaon, Tadong, East Sikkim 737102

Mobile: 9734766481

Email ID: rinzing@agapisikkim.com

17. CONTACT US

If you have any questions or concerns or requests or suggestions regarding this Policy or the terms mentioned in this Policy, please reach out to us at info@agapisikkim.com.