

PRIVACY POLICY

1. **OVERVIEW:** The following privacy policy (“**Policy**”) relates to use of Select Infrastructure Pvt. Ltd. ‘*Select CITYWALK* Loyalty Program’ technology platform, constituting a website located at www.selectcitywalk.com and a mobile application, or visiting official website of Select Citywalk www.selectcitywalk.com (collectively hereinafter referred to as the “**Platform**”) and any and content therein (collectively, “**Services**”) provided by Select Infrastructure Pvt. Ltd., having its registered office at 4th Floor Office Tower, Select CITYWALK, A – 3, District Centre, Saket, New Delhi – 110 107 (“**Company**”). This Policy governs the privacy of the Users who choose to use such Platform. Company respects your privacy. By accessing the Services provided by Company, User agree to the collection and use of User’s data in the manner provided in this Privacy Policy.
2. The Platform is used by both (i) ‘visitors’ (persons who simply browse the Platform website) and (ii) ‘members’ (persons who have registered/signed-in with the Platform). The term “User” refers to both visitors and members who are availing the Company’s Services at Select CITYWALK (“**Mall**”). It is clarified that reference to the “User” refers to visitors on this Platform regardless of whether they access the Services or consummate any transaction on the Platform. By using the Platform provided by the Company, the User is accepting and consenting to the practices described in this Policy.
3. The Company is committed to protecting and respecting every User’s privacy and aims to keep its Users abreast with its Policy in relation to the same. This Policy (together with the Terms of Use www.selectcitywalk.com sets out the basis on which any data including personal data, if any, that the Company collects from the Users, or that Users provide to the Company, will be processed, preserved and shared by the Company. This Policy must be read carefully to understand the Company’s views and practices regarding the User’s personal data and how the Company will treat it.
4. For the purposes of Information Technology Act, 2000, the body corporate collecting the User’s information is the Company. The Company will comply with all applicable data protection laws and regulations and will cooperate with data protection authorities.
5. **USER CONSENT:** The User consents to the collection, receiving, possessing, storing, dealing, sharing and/or handling of their personal information by the Company in the manner and to the extent provided under this Policy, and as may be modified by the Company from time to time. It is clarified that supplying personally identifiable information is entirely voluntary. User are not required to register with the Company in order to use the Platform. However, Company offers some services only to registered Users only. If User’s personally identifiable information or email address change, or if User no longer desire Services, User may correct, update, delete or deactivate it by emailing at contact@selectcitywalk.com. Upon request, Company will remove / block User’s personally identifiable information from the database, thereby canceling User’s registration. However, User’s information may remain stored in archive on servers even after the deletion or the termination of User’s account.

6. **SCOPE:** This Policy applies to all non-public, online and offline, collected, stored, processed, transferred and used personal data of the Users who share their personal data with the Company. The Company does not offer Services on its Platform to persons who have not attained the age of 18 (eighteen) years and / or who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents, etc. If any User’s age is below 18 years, he/ she is prohibited to use the Platform. If the User accesses the Platform and avails the Company’s Services including but not limited to filling of User’s data at Platform, it shall be deemed considered that the User is adult and competent to contract within the meaning of the Indian Contract Act, 1872. The information of such persons is not retained by the Company and it reserves the right to cancel the accounts of such Users.
7. **COMPLIANCE WITH APPLICABLE LAWS:** The Users represent and warrant to the Company that they will comply with all the laws that are applicable on them. The Company shall not, in any case, be responsible for non-compliance by the User with applicable laws. The Company shall not be liable to indemnify any third party for non-compliance on the part of the User with applicable laws.
8. **INFORMATION COLLECTED BY THE COMPANY:** Information given by Users to the Company: The Users may give information to the Company about themselves by filling in forms on the Platform or by corresponding with the Company by phone, e-mail or otherwise. This includes information that the Users provide when they register to use the Platform, download and complete various forms and documents, participate in discussion boards or other social media functions on the Platform, enter a competition, promotion or survey, or when they report a problem with the Platform. The information that the Users give the Company may include inter alia their name, mailing address, e-mail address, phone number, personal description, profession, gender, photograph, favourite store at the Mall.
9. Information that the Company collects about the Users with regards to each of the User’s visits to the Platform: The Company may automatically collect the following information: a) technical information, including the internet protocol (IP) address used to connect the User’s phone or tablet to the Internet, User login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; b) information about the User’s visit, including the full uniform resource locators (URL) clickstream to, through and from the Platform (including date and time); products or services viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call the Company’s customer service number.
10. Information that the Company receives from other sources:
 - 10.1.1. The Company is also working closely with third parties (including, for example, business partners, payment and delivery services, advertising networks, analytics providers, search information providers, etc.) and may receive information about Users from them.
 - 10.1.2. Where a User is availing borrowing services offered by the Company, the Company may request inter alia credit history and rating information from third party agencies or credit

bureaus, CIBIL scores, and historic financial information in order to conduct an evaluation exercise of the credit worthiness and gauge the financial abilities of the User.

- 10.1.3. Information relating to income and expenses obtained through bank SMS scraping and through integration with such service providers, credit related information that is collected from other sources like the credit bureau, information collected through Facebook, Twitter, LinkedIn or other social media accounts of the Users which have been linked to the account on the Platform.
11. **SENSITIVE PERSONAL DATA AND INFORMATION:** The Company advises to the User for not disclosing of any sensitive personal data or information on the Platform, however, may be in the process of filling the detail, document, information, etc. by the User upon the platform, the sensitive personal data or information may be uploaded in Platform. Any Sensitive Personal Data or Information is submitted / collected by the User's implied consent of accepting the terms of this Policy, and the User agrees to disclosure of his/her sensitive personal data or information by the Company. "Sensitive personal data or information" of a person (as defined under Rule 3 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011) means such personal information which consists of information relating to:
 - a) password;
 - b) financial information such as bank account or credit card or debit card or other payment instrument details;
 - c) physical, physiological and mental health condition;
 - d) sexual orientation;
 - e) medical records and history;
 - f) biometric information;
 - g) any details relating to the above clauses as provided to body corporate for providing service;
 - h) any information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise.
12. Any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or under any other law would not be regarded as sensitive personal data or information for the purposes of this Policy.
13. **WARRANTY BY THE USER OF INFORMATION PROVIDED:** The User shall not provide any false, deceptive or misleading information on the Platform or by any other means to the Company under any circumstances whatsoever. The User shall also ensure that if there is any change in any information or details provided at the time of creation of a registered account or otherwise, the User shall promptly update the Company of such change, as the case may be, and continue to keep all information updated and correct at all times.
 - 13.1. The User shall ensure that before posting any information on the Platform or submitting the same to the Company, the User has all necessary rights, ownership, authorization or permissions to submit or share such information on the Platform or with the Company, or to otherwise act on behalf of any person whom the User purports to act on behalf of.
 - 13.2. The Company may remove, in its sole discretion and without being obliged to give notice or reasons, any information submitted on the Platform in the event that such information does not comply with laws, rules or regulations for the time being in force, or if the same violates the Company's policies or rights of third parties, or which otherwise violates or does not comply with the terms or which the Company deems is otherwise inappropriate.

14. **COOKIES:** The Platform uses cookies to distinguish a User from other users of the Platform. Cookies are small data files that a website stores on the User's device. Like most organizations, the Company uses persistent cookies which are permanently placed on the User's device to store non-personal information and the Company's web server automatically collects and aggregates information about the User's visit including, but not limited to, their IP address, service provider, browser type and operating system. [While cookies have unique identification numbers, personal information (name, account number, contact numbers, etc.) shall not be stored on the cookies.]

This information does not personally identify the User and the Company analyses this aggregated information only to optimize the User's experience and enhance the time spent with the Company online. Cookies help the Company to provide Users with a good experience when they use the Platform and allow the Company to improve the Platform.

The Users can block cookies, erase them once they have been stored, or receive a warning before a cookie is stored. The User should refer to their internet browser's Help section for more information. However, if a User objects to the use of cookies in this way, he/she should quit using the Platform.

15. **USE MADE OF THIS INFORMATION:** The Company values the User's relationship and will, at all times, strive to ensure the User's privacy and take all reasonable steps to protect their information from misuse and keep it secure. the Company values the trust that the User has placed in it by giving it personal information. the Company will always use the personal information of the User in a way that is fair and worthy of that trust.

16. **INFORMATION THAT THE USER GIVES TO THE COMPANY:** The Company will use this information:

- 16.1. To provide User's with information about the Company's services;
- 16.2. To provide them, or permit selected third parties (acting on the Company's behalf in relation to its services) to provide them, with information about the Company's services that it feels may interest the User;
- 16.3. To notify the User about changes to the Company's services;
- 16.4. To ensure that content from the Platform is presented in the most effective manner to the User and for the User's device;
- 16.5. To monitor metrics such as total number of views, visitors, traffic and demographic patterns;
- 16.6. To comply with /report to administrative and judicial authorities, as may be required under applicable law.

17. **INFORMATION THE COMPANY COLLECTS ABOUT THE USER:** The Company will use this information:

- 17.1.1. To administer and improve the Platform and the services provided thereon and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 17.1.2. To allow the User to participate in interactive features on the Platform, when they choose to do so and make suggestions and recommendations to the Users and other Users of the Platform about goods or services that may interest them;
- 17.1.3. As a part of the Company's efforts to keep the Platform safe and secure;
- 17.1.4. To measure or understand the effectiveness of advertising that the Company serves to the User and others, and to deliver relevant advertising to them;
- 17.1.5. To design and improve the products and services, customer relationship management processes to operate the business.

Information that the Company receives from other sources: The Company may combine this information with information that the User gives to them and also information that the Company collects about the User. The Company may use this information and the combined information for the purposes set out above (depending on the types of information the Company receives).

18. **DISCLOSURE OF USER INFORMATION:** The Company may share the User's information with any member of its group, which means subsidiaries, associate companies and its ultimate holding company, as defined under applicable law or with third parties and when required to be disclosed under applicable law. However, Sensitive Personal Data or Information will not be published by the Company or by any third party.
19. **DATA RETENTION:** The data that the Company collects from the User may be transferred to, and stored at, a destination outside India as well. However, in most instances, it will be processed in India. The User, by submitting personal data, agrees to any such transfer, storing or processing. The Company will take all steps reasonably necessary to ensure that the User's data is treated securely and in accordance with this Policy and other applicable laws of India including the Information Technology Act, 2000 and rules and regulations thereunder. The data collected by the Company will be retained for reasonable periods of time, in accordance with specific policies or as required by law. The data collected for a specified purpose will only be used for that purpose and, unless that information is otherwise required to be retained, after a reasonable period of time, the data will no longer be actively stored when that purpose has been fulfilled.
20. **LINKS TO OTHER WEBSITES:** The Platform may contain links to other websites of interest or to other third-party sites, such as payment gateways. the Company is not, in any way, related to or otherwise associated with such third-party websites and does not guarantee or otherwise endorse any content and/or security of such websites. However, once the Users have used these links to leave the Platform, they should note that the Company does not have any control over that other website. Therefore, the Company cannot be responsible for the protection and privacy of any information which the Users provide whilst visiting such sites and such sites are not governed by this Policy. The User should exercise caution and look at the Policy applicable to the website in question. In no event, shall the Company be liable for any loss, damage, claim or expense caused as a result of accessing these third-party websites and/or any of their features.

21. **CHANGES/ UPDATES TO THE PRIVACY POLICY:** Any changes, modification, amendment that the Company, at its own discretion, may make to this Policy in the future will be posted on this page www.selectcitywalk.com. Such changes shall be effective immediately upon posting to the Platform. The User is requested to check back frequently to see any updates or changes to this Policy.
22. **NO REPRODUCTION:** The Platform and the content provided thereon may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of the Platform and/or the materials contained thereon may violate applicable copyright, trademark or other intellectual property laws or other laws.
23. **COMMUNICATIONS:** The User hereby expressly consents to receive communications from The Company and/or third parties authorized by the User through their registered phone number and e-mail ID. The User agrees that any communication so received by them from the Company and/or any third parties authorized by the User will not amount to spam, unsolicited communication or a violation of their registration.
24. **INDEMNITY:** The User agrees to defend, indemnify and hold the Company, its affiliates and its respective officers, directors, employees, agents and representatives harmless from all claims, demand or actions including reasonable attorneys' fees made by any third party or penalty imposed due to or arising out of the User's breach of any of the Terms of Use, this Policy and other policies of the Company and any of the User's activities conducted in connection with the Platform.
25. **SEVERABILITY:** The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy. If any provision of this Policy is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Policy shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
26. **TESTIMONIALS:** We may display personal testimonials of satisfied customers on our Platform in addition to other endorsements. We may post your testimonial along with your name. We may also display on the Platform or share with third parties, any information that you may provide to us at any point subsequent to you availing our Services. If you wish to update or delete your testimonial and/or other information that we may have made public, you can contact us by email at contact@selectcitywalk.com.
27. **GOVERNING LAW AND JURISDICTION:** These terms and the relationship between the User and the Company shall be governed and construed in accordance with the laws of India.
28. **DISPUTE RESOLUTION:** Any dispute arising under this Policy shall be settled by amicable discussion of the User and the Company. All disputes relating this document shall be adjudicated in competent court or tribunal within the jurisdiction of the Delhi High Court

29. **CONTACT INFORMATION AND GRIEVANCE REDRESSAL MECHANISM:** The Company welcomes questions, grievances, comments and concerns about the Policy from the users. The users can contact the Company by sending an email at contact@selectcitywalk.com or regular mail to selectcitywalk1@gmail.com.