

# Privacy Policy

Last updated on 10-Oct-18

This Privacy Policy between Mahindra First Choice Wheels Limited (hereinafter referred to as Company or We or Us or Our) and the users/ registrants (You or Your or Yourself or User) of the website [www.mahindrafirstchoice.com](http://www.mahindrafirstchoice.com) and any mobile application owned and operated by the Company, collectively referred to as, the Platform, describes how We handle Your information (Privacy Policy). This includes the information that You may provide to Us voluntarily and the information that gets collected automatically when You access or use Our Platform. This Privacy Policy does not apply to information that You provide to, or that is collected by, any third-party or any third party site that You access or use in connection with your use of the Platform.

Please note that usage of Our services which are provided on/through the Platform (“**Platform Services**” on/through Our Platform is subject to Your absolute and unconditional acceptance of the terms and conditions of this Privacy Policy.

PLEASE READ THE PRIVACY POLICY CAREFULLY BEFORE USING OR REGISTERING ON THE PLATFORM OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE PLATFORM. YOUR VISIT OR USE OF THE PLATFORM OR THE SERVICES PROVIDED BY THE PLATFORM SHALL SIGNIFY YOUR ACCEPTANCE OF THIS PRIVACY POLICY AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

## 1. Collection of Information

This Privacy Policy applies to information that:

i. You may provide to Us voluntarily while registering on Our Platform for using Our Platform Services, such as email address, name, phone number, postal address and User records (if any), etc. All information disclosed by You shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/ genuineness/ misrepresentation/ fraud/ negligence, etc. of the information disclosed shall lie on the Company nor will the Company in any way be responsible to verify any information obtained from You;

ii. We may collect automatically from You when You access or use Our Platform. For example, We may automatically collect Your location, computer operating system, Internet Protocol (IP) address, information about Your internet connection and mobile device, access times and the browser type and language. Further, We may collect information about Your preferences and settings such as time zone and language, Your searches and the results You selected from the search, Your browsing information and Your transactional information. We also collect information about Your usage and activity on Our Platform using certain technologies, such as:

a) **Cookies.** Cookies are small data files that may have unique identifiers and reside, among other places, on Your computer or mobile device, in emails We send to You, and on Our Platform. Among other things, cookies help Us improve Our Platform and Your experience.

b) **Web Beacons.** We may collect information using web beacons. Web beacons are electronic images that may be used on Our Platform or in Our emails. We use web beacons to deliver cookies, count visits, understand usage and campaign effectiveness, and tell whether You open an email and act upon it.

All information gathered by the Company shall be stored on servers, log files and any other storage system owned by the Company or by third parties. Additionally, information may be stored on the Company's computers, hard drives, hard copies, etc.

The Company shall collect information from You, during but not limited to the following stages:

- a. When You browse, access or use Our Platform;
- b. When You subscribe/register on Our Platform;
- c. When You make any calls on the virtual number provided on Our Platform;
- d. When You pay for availing any of the Platform Services;
- e. When You invite others to use Our Platform.

## 2. Usage of Information

You agree and acknowledge that all information gathered from You, that is, information that is voluntarily provided by You and information that may be automatically collected, may be used by the Company for the following purposes:

- i. to provide, maintain, develop, protect and improve Our Platform Services, manage Your account, etc;
- ii. to understand Your preferences and to enhance, personalize, and customize Your experience using Our Platform;
- iii. to allow you to participate in interactive features of our Platform Service when you choose to do so;
- iv. to provide customer care and support;
- v. to respond to Your comments, reviews and questions and provide better customer service;
- vi. to carry out Our obligations and enforce Our rights arising from any contracts entered into between You and Us, including for billing and collection of amounts;
- vii. for communication regarding important notices, changes in the Platform Services provided by Us, any of Our Terms of Use and other User-related conditions and policies;

viii. for internal purposes such as auditing, data analysis and research relating to Our Platform or Platform Services;

ix. to detect, prevent and address technical issues;

x. Disclosure of information for promotion and marketing purpose to any of our affiliates and/or subsidiaries;

xi. for sharing such information with any third party, including Service Providers, in the course of providing Our Platform Services; and

xii. for any other purpose with Your consent.

### 3. Collection of Information by Third-Party Sites and Advertisers

Our Platform may contain links to other sites/applications, whose privacy policies may be different from Ours. You should consult the other sites'/applications' privacy policies as We have no control over information that is submitted to, or collected by, such third parties, on accessing their sites/ applications by clicking on the links available on Our Platform.

On Our Platform, there may be third parties who advertise their products and/or services. Such third parties may place or recognize a unique "cookie" on Your browser and may use information about Your visits to Our Platform and other websites in order to provide advertisements about goods and services of interest to You. We shall, in no event, be liable for any unauthorized or unlawful disclosures of Your personal information made by advertisers, who are not subject to Our control. We have undertaken reasonable measures to protect Your rights of privacy with respect to Your usage of the Platform. Even though We do not disclose Your personal information for these purposes without Your consent, if You click on the links, the advertiser may assume that You meet its target criteria.

### 4. Disclosure to Third Parties

We shall be at liberty to disclose Your information or part thereof to third party service providers who may facilitate the providing of Platform Services, on Our behalf, to perform Platform Service-related services or to assist us in analyzing how Our Platform Service is used ("**Service Providers**").

These Service Providers have access to your data only to perform these tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

We may also share personal information with third-party vendors, consultants, and other service providers who work for the Company, who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which We disclose it to them.

We may share personal information with third-party advertisers, if You have agreed to receive their promotional material. We contractually require these third-parties to keep

personal information confidential and use it only for the purposes for which We disclose it to them.

We may also share personal information with third parties who provide services, such as data collection, reporting, and site analytics, as well as assistance with delivery of relevant marketing messages and advertisements. We contractually require these third-parties to keep personal information confidential and use it only for the purposes for which We disclose it to them. These third parties may view, edit, or set their own cookies or may place beacons on Your personal information. The use of these technologies by these third parties is subject to their own privacy policies and is not covered by this Privacy Policy.

The Company may disclose Your personal information, to the extent necessary (i) to comply with laws and to respond to lawful requests and legal process, (ii) to protect the rights and property of the Company, Our Users, and others, including to enforce Our agreements, policies, and terms of use, and (iii) in an emergency to protect the personal safety of the Company, the Users, or any person. In such an event the Company is in no manner responsible for informing You or seeking Your approval or consent.

The Company may disclose or transfer Your personal information to any subsidiary or affiliate, and to a third party if We sell, transfer, divest, or disclose all or a portion of Our business or assets to another company in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction, or proceeding. Such third parties shall be contractually bound to not disclose further any personal information disclosed to them.

We may also share aggregated or de-identified information with third parties in Our discretion.

## 5. Security

The Company shall take reasonable steps to help protect Your personal information in an effort to prevent loss, misuse, unauthorized access, disclosure, alteration, and destruction.

We may require You to share your credit or debit card account information, in order for you to avail any of the paid the Platform Services. When payment card account information is being transmitted on or through the Platform, it will be protected by encryption technology. You expressly consent to the sharing of Your information with Service Providers, including payment gateways, to process payments and manage payment card information. To be clear, the Company does not itself store Your payment card account information, and does not have direct control over or responsibility for Your payment card account information. We hence cannot guarantee that transmissions of Your payment card account information or personal information will always be secure or that unauthorized third parties will never be able to defeat the security measures taken by the Company or Our third-party service providers. The Company assumes no liability or responsibility for disclosure of Your information due to errors in transmission, unauthorized third-party access, or other causes beyond its control. You play an important role in keeping Your personal information secure. You shall not share Your

user name, password, or other security information for Your account with anyone. The Company has undertaken reasonable measures to protect Your rights of privacy with respect to Your usage of the Platform controlled by Us and Our Platform Services. However, We shall not be liable for any unauthorized or unlawful disclosures of Your personal information made by any third parties who are not subject to Our control.

## 6. Public Posts

As part of Our Platform Services, You may provide Your reviews, feedback, comments, ratings, photos, etc. on the Platform Services (Posts). The Company retains an unconditional right to remove and delete any Post or such part of the Post that, in the opinion of the Company, is false, malafide and misrepresenting.

All Posts shall be publicly accessible and visible to all Users of the Platform. You should be careful about revealing any sensitive details about Yourself in such Posts.

The Company reserves the right to use and reproduce Your Posts for any purpose. Further, We may share Your Posts with the Service Providers, businesses or any other third party. If You delete Your Posts from Our Platform, copies of such Posts may remain viewable in archived pages, or such Posts may have been copied or stored by other Users of the Platform.

## 7. Location-enabled Platform Services.

When You use any of Our location-enabled services, We may collect and process information about Your computer's/device's GPS location and the time the location information is recorded to customize the Platform Services with location-based features. We may associate location data with Your other personal information. You can withdraw Your consent at any time by disabling the location-tracking functions on Your computer/device. However, this may affect Your enjoyment of certain functionalities on Our Platform.

## 8. User Discretion

You may opt out of receiving promotional emails from the Company by following the instructions in those emails. If You opt out, We may still send You non-promotional emails, such as emails about Your account.

**Cookie choices.** Most web browsers are set to accept cookies by default. If You prefer, You can usually choose to set Your browser to remove cookies and to reject cookies. If You choose to remove cookies or reject cookies, this could affect certain features or Platform Services of Our Platform.

Should You desire to opt out of disclosing Your information to the Company, We request You to close Your User account and stop accessing Our Platform and using Our Platform Services. Thereafter, We may delete Your personal information or de-identify it so that it is anonymous and not attributed to You.

## 9. Grievances

In the event You have any grievances relating to the Privacy Policy, please inform Us within 24 hours of occurrence of the instance from which the grievance has arisen, by writing an email to the Grievance Officer at [help.mfcw@mahindra.com](mailto:help.mfcw@mahindra.com). We shall respond to all grievances lodged with Us, within 36 hours through emails, telephone calls, personal visits, etc. and shall redress Your grievance expeditiously

## 10. Children

Our Platform Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If You are a parent or guardian and You are aware that your Children has provided us with personal information, please contact us. If we become aware that we have collected personal information from Children without verification of parental consent, we take steps to remove that information from our servers.

## 11. Amendments

The Company retains unconditional right to modify or amend this Privacy Policy without any recourse to You or any requirement of notice of the same to You. You can determine when this Privacy Policy was last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check this Privacy Policy periodically for changes. Your continued use of the Platform Services following the posting of changes to this Privacy Policy will constitute Your consent and acceptance of those changes.