



## PRIVACY POLICY

Please read this Privacy Policy carefully

Skilworth Technologies Private Limited (hereinafter referred to as “**Company**”, “**we**”, “**us**”, “**our**” and terms of similar meaning) owns and operates the website [www.bijlipay.co.in/](http://www.bijlipay.co.in/) and domain name, and any other linked pages, features, content, mobile applications, or any other services we offer from time to time in connection therewith (collectively referred to as the “**Platform**”)

This website is published and maintained by the Company. This Privacy Policy and Disclaimer, as amended from time to time (“**Privacy Policy/ Privacy Policy & Disclaimer**”) is applicable to the websites of the Company. The Privacy Policy forms part and parcel of the terms-and-conditions (“**Terms**”) and is included therein by this reference. The Privacy Policy applies to all the persons accessing and/or using the Platform including but not limited to the employees of the Company, customers, merchants, agents and/or vendors of the Company. However, this Privacy Policy does not apply to the websites of our business partners, corporate affiliates or to any other third parties, even if their websites are linked to the site. We recommend you to review the respective privacy statements of the other parties with whom you interact.

The capitalized terms which have been used herein but are not specifically defined shall have the same meaning as attributed to such term in the Terms. In the event of any inconsistency between the Terms and this Privacy Policy & Disclaimer, the Privacy Policy & Disclaimer will supersede solely in respect of the content contained herein and not in respect of any other clause, term or provision contained in the Terms.

By accessing the Platform or otherwise using the Platform, you (hereinafter referred to as “**You**”, “**Your**”, “**User**”, as applicable) expressly consent to Our collection, storage, use and disclosure of the Information (as defined hereunder) in accordance with the terms of this Privacy Policy & Disclaimer. You will be asked to provide clear and affirmative consent to the collection, processing, and sharing of Your Personal Information (as defined hereinafter), subject to withdrawal of Your consent at any time on request. We will not share any Personal Information with any third party without Your consent, except as outlined in this Privacy Policy or as permitted by law.

As We update, improve and expand the Platform, this Privacy Policy & Disclaimer may change at Our sole discretion without notice, so please refer back to it periodically as You will be deemed to be governed by the terms of such modified Privacy Policy & Disclaimer, as it comes into effect from time to time. By using Our Platform, you are deemed to have read, acknowledged and accepted all the provisions stated herein this Privacy Policy & Disclaimer, including any changes that we may make from time to time.

This Privacy Policy is intended to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of such Data (hereinafter referred to as the “**General Data Protection Regulation**” or “**GDPR**”) with respect to our Platform resulting in collection and/or processing of Personal Information (as defined hereinafter) of Users who are in the EU and EEA to provide appropriate protection and care with respect to the treatment of such information in accordance with the GDPR.

### 1. REGISTERED USERS

- 1.1. Minors (as defined under the laws of their jurisdiction or residence) are not eligible to register for, use, or purchase the products or services available on Our Platform. We do not knowingly collect Personal Information from any minor, and will not use this information if We discover that it has been provided by a minor. If you have reason to believe that a minor has provided Personal Information to Us through the usage of Our Platform, please contact Us and we will endeavour to delete that

information and terminate the minor's account from our databases.

## 2. TYPE OF INFORMATION COLLECTED

Our primary goal 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 the Platform to make Your experience safer and easier. More importantly, while doing so, We collect personal, non-personal and other information and correspondences from You, as detailed below, that We consider necessary for achieving this purpose (such information and correspondences hereinafter collectively referred to as “**Information**”):

### 2.1. Personal Information: Personal Information shall include all information that can be linked to a specific individual or to identify any individual, including but not limited to (“**Personal Information**”).:

- 2.1.1. demographic data which includes name, gender, date of birth, age, nationality, address, zip code mailing address;
- 2.1.2. employee ID;
- 2.1.3. email addresses;
- 2.1.4. proof of identity such as Permanent Account Number (PAN), Aadhaar card, driving license or learner's license, the voter's identity card issued by the Election Commission of India, or any other document recognized by the Government for identification;
- 2.1.5. documentation with respect of educational qualifications and previous employments;
- 2.1.6. know your customer (KYC) related documentation including but not limited to certificates relating to the incorporation of the entity, GST certificate, photos or images, trade licenses, shops and establishment registration and utility bills;
- 2.1.7. contact data which includes telephone number, email address, password;
- 2.1.8. Financial Information such as bank account, payment card numbers, credit reports, and other publicly available information;
- 2.1.9. Tax information such as PAN details; and
- 2.1.10. Transaction Information. When you use our PoS and/or services to make, accept, request, or record payments, we receive information about when and where the transactions occur, the names of the transacting parties, a description of the transactions, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions.

Please note that the above list is not an exhaustive list and is only an illustrative list and is without prejudice to Our right to seek further Personal Information, as may be required for the provision of the services to You.

Note: Any content on the Platform shared by You or end users via reviews, blogs, online chat or instant messages, discussion boards, forums, user testimonials etc. are not considered as Personal Information and is not subject to the terms of this Privacy Policy. We will not be responsible for the accuracy or filtration of any of the content posted on Our Platform by You or any end user, however, We will be entitled to remove any content posted by any person on Our Platform which We, in Our sole discretion, consider offensive, discriminatory, racist, defamatory or inappropriate in nature.

When browsing our Platform, you are not required to provide any Personal Information unless and until you choose to make a purchase or sign up for one of our e-mail newsletters or other services as available on the Platform. You may, however, visit our Platform anonymously.

- 2.2. **Non-Personal Information:** When you visit the Platform, we may collect certain non-personal information such as your internet protocol address, operating system, browser type, internet service provider, information about the pages on the Platform you visit/access, the links you click on the Platform, the number of times you access the page and any such browsing information. This type of information does not identify you personally. We may also collect information about the services that you use and how you use them, including log-in information and location information, when you are a user of the services through the Platform.
- 2.3. **Automatic Information:** To improve the responsiveness of the Platform for You, We may use "cookies", or similar electronic tools to collect information to understand the End User's individual interests. These server logs may include information such as Your web request, internet protocol address, browser type, browser language, the date and time of Your request and one or more cookies that may uniquely identify Your browser. We use cookies primarily for user authentication but may also use them to improve the quality of our service by storing user preferences and tracking user trends.
- 2.4. **Mobile:** When You use the Platform through Your mobile, We may receive information about Your location and Your mobile device, including a unique identifier number for Your device. We may use this information to provide You with suggestions in respect of services, if required.
- 2.5. **User communications:** When You send emails or other communications to Us, we may retain those communications in order to process Your inquiries, respond to Your requests and improve our services provided through the Platform.
- 2.6. **Information on behalf of Children:** If you have reason to believe that a minor child has provided Personal Information to Us through the usage of Our Platform, please contact Us at [●] and we will endeavour to delete that information and terminate the minor's account from our databases.

### **3. USE OF YOUR INFORMATION**

We may process the Information you provide in any one or more of the following manners, in accordance with this Privacy Policy and as permitted by applicable laws:

- 3.1. To process and fulfill Your request for services through the Platform;
- 3.2. To personalize your experience;
- 3.3. For providing services as set out in the Platform, We may disclose Your Personal Information to the Company's and/or other registered business partners (as applicable);
- 3.4. The Company shall be entitled to process the Information in accordance with this Privacy Policy & Disclaimer and as permitted by the applicable law;
- 3.5. To improve our services and the Platform;
- 3.6. To enforce our Terms;
- 3.7. To contact You and to customize Our communication with You and the marketing material we share with You;
- 3.8. Conducting surveys and collecting feedback about our services;

- 3.9. To serve various promotional and advertising materials to you via display advertisements through the Google Ad network on third party websites. You can opt out of Google Analytics for Display Advertising and customize Google Display network ads using the Ads Preferences Manager;
- 3.10. The email address You provide for order processing, may be used to send You information and updates, in addition to receiving occasional company news, updates, related product or service information, etc.;
- 3.11. Preventing, detecting, investigating and taking action against crimes (including but not limited to fraud and other financial crimes), any other illegal activities, suspected fraud, or violations of Terms in any jurisdiction;
- 3.12. To the extent required for identity verification, government sanctions screening and due diligence checks;
- 3.13. To protect the security or integrity of the Platform, Our business, services and users;
- 3.14. To publish any testimonials or reviews that You may have provided on the Platform;
- 3.15. Conducting surveys and collecting feedback about our services; and
- 3.16. Such other reasons as may be permitted under the applicable laws.

#### **4. DISCLOSURE OF INFORMATION OBTAINED**

- 4.1. We will not use your financial information for any purpose other than to complete a transaction with you.
- 4.2. Except as expressly stated herein, We do not sell, trade, or otherwise transfer to outside parties Your Information. This does not include trusted third parties who assist Us in operating Our Platform, conducting Our business, or servicing You. We may also release Your information when We believe release is appropriate to comply with the law, enforce Our Platform policies, or protect Ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.
- 4.3. We may disclose Information, in good faith, wherein the access, use, preservation or disclosure of such Information, including preservation of transaction history is reasonably necessary to (i) satisfy any applicable law, regulation, legal process or enforceable governmental request; (ii) enforce applicable Terms, including investigation of potential violations thereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) protect against imminent harm to our rights, property or safety, our users or the public as required or permitted by law; or (v) to defend against legal claims; special circumstances such as compliance with subpoenas, court orders, requests/order from legal authorities or law enforcement agencies requiring such disclosure
- 4.4. Additionally, in the event of an audit, reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings), we may share/transfer/assign the Information we have collected to the relevant third party.

#### **5. DATA RETENTION**

We shall be entitled to retain Your Information for Our record for as long as needed or permitted in light of the purpose(s) for which it was obtained and consistent with applicable law and such Information shall be used by Us only in consonance with this Privacy Policy & Disclaimer. The criteria for determining the duration for which We will keep Your Personal Information are as follows:

- 5.1. We will retain copies of Your Personal Information in a form that permits identification only for as long as is necessary in connection with the purposes set out in this Privacy Policy, including for the length of time We have an ongoing relationship with You and provide the Platform to You;
- 5.2. if there is a legal obligation to which We are subject (for example, certain laws require Us to keep records of Your transactions for a certain period of time before We can delete them); or
- 5.3. keeping in view the legitimate interests of the Company (litigation or regulatory investigations).

## 6. ACCESSING AND UPDATING YOUR INFORMATION

- 6.1. As a User of the Platform, You can review, update and/or modify the Personal Information you have included in your profile or change your username by logging in and accessing Your account. If You wish to delete Your account, upon your request, the Company will use commercially reasonable efforts to delete your account within 30 (Thirty) days of receipt of such request; however, it may be impossible to remove your account without some residual information being retained by the Platform in accordance with this Privacy Policy.
- 6.2. In the event You are an User in EU or EEA, You will be asked to provide clear and affirmative consent to the collection, processing, and sharing of Your Personal Information by/with the Company, subject to withdrawal of Your consent at any time on request. Under GDPR, EU/EEA residents have certain rights including but not limited to the following rights:
  - 6.2.1. To know the purpose to process the Personal Information;
  - 6.2.2. To know the status of Personal Information processed;
  - 6.2.3. Access the Personal Information that is processed;
  - 6.2.4. To erase or rectify the Personal Information
  - 6.2.5. Restrict the processing of the Personal Information;
  - 6.2.6. Data portability of the Personal Information provided in respect of the services: This allows the User to download all Personal Information that has been shared with the Company in a readable format for Your own purposes; and
  - 6.2.7. Opt-out option from processing the Personal Information (unless the Company has otherwise compelling legitimate grounds)

The abovementioned rights can be exercised by EU/EEA residents by contacting us at [●].

## 7. RIGHTS OF THE END USERS

Under the applicable laws, You have the following rights with respect to Your Personal Information:

- 7.1. **Right to be informed:** You have the right to be informed about what information is being collected, and how it is being used.
- 7.2. **Right of access:** You have the right to access and receive a copy of Your data.
- 7.3. **Right to rectification:** You have the right to correct any inaccurate data, or complete any incomplete data.
- 7.4. **Right to erasure:** You have the right to request the erasure of your data, under the following

circumstance:

- 7.4.1. The data has been collected or processed in contravention with relevant laws;
  - 7.4.2. The data is no longer required for the provision of services;
  - 7.4.3. You wish to withdraw your consent for the use of Your data; or
  - 7.4.4. Such erasure is necessary for compliance with any laws in force at the applicable time and jurisdiction.
- 7.5. **Right to restrict processing:** You have the right to request us to restrict the use of the data You have provided, but continue to retain it in our database.
- 7.6. **Right to data portability:** You have the right to request a copy of Your Information for personal use and/or to have your Information transmitted to another party.
- 7.7. **Right to object to processing:** You have the right to object to the processing of Your Information in certain circumstances such as for direct marketing purposes.
- 7.8. **Rights in relation to automated decision making and profiling:** You have the right not to be subject to a decision that is based on:
- 7.8.1. Automated individual decision-making - Making a decision solely by automated means without any human involvement.
  - 7.8.2. Profiling - Automated processing of Information to evaluate certain things about an individual.
- 7.9. Depending on the circumstances and the nature of Your request it may not be possible for Us to do what You have asked, for example, where there is a statutory or contractual requirement for Us to process Your data and it would not be possible to fulfil Our legal obligations if We were to stop. However, where You have consented to the processing, You can withdraw or modify Your consent at any time by emailing the Data Protection Officer. In this event, We will stop the processing as soon as such processing is no longer necessary for the provision of the services.
- 7.10. If You want to exercise any of the rights described above or are dissatisfied with the way we have used your Information, please contact the Data Protection Officer. We will seek to deal with your request without undue delay, and in any event in accordance with the requirements of the applicable laws. Please note that We may keep a record of Your communications to help us resolve any issues which You raise.
- 7.11. If You remain dissatisfied, You have the right to lodge a complaint with the Information Commissioner's Office at the [ICO website](#).

## 8. SECURITY

We use reasonable security measures to protect Information from unauthorized access, maintain data accuracy, and help ensure the appropriate use of Information. When the services on Our Platform are accessed using Internet Explorer, Firefox, Safari, or Chrome or any Secure Socket Layer (“SSL”), or such technology that may protect Information using both server authentication and data encryption. We host Our Platform in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. All supplied sensitive/credit information is transmitted via SSL technology and then encrypted into our paymentgateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential. After a transaction, Your sensitive private financial information (such as credit cards) will not be stored on our servers. The foregoing is subject to Your compliance with the following:

- 8.1. You are responsible for maintaining the security and confidentiality of Your user ids and passwords





while accessing the Platform as a User (“**User Account**”). You acknowledge that neither the Company nor any of its directors, shareholders or other representatives shall be liable to You under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages that result from or arise out of, or a breach or, or compromise of registration of Your User Account with us and/or Your ability or inability to use the User Account or.

- 8.2. **Credit Card Security:** We use third-party payment processors (“**Payment Processors**”) for any payments made on this Platform. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to the Terms. You acknowledge that neither the Company nor any of its directors, shareholders or other representatives shall be liable to You under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages that result from or arise out of Your use of the Payment Processors, Your payment through the Payment Processors or Your ability or inability to complete the payment.
- 8.3. **Safeguard Sensitive Information:** Sensitive details like Credit/Debit Card and Net Banking information are primarily collected by the Payment Processors and banks and not by Us. However, if this information is stored on our Platform, to the best of our abilities, we will keep it unshared and safe.

## 9. COOKIES

- 9.1. The Company uses cookies to personalize Your experience on the Platform and to display advertisements or send you emails of offers of Your interest (provided you have not opted out of receiving such emails)). Cookies are small pieces of information that are stored by Your browser on Your device's hard drive. Cookies allow You to easily access our Platform, by logging You in without having to type your login name each time.
- 9.2. By using this Platform You agree that We can place cookies on Your computer or device as explained above. However, You can control and manage cookies in various ways. Removing or blocking cookies can impact user experience and parts of this Platform may no longer be fully accessible.
- 9.3. Most browsers will allow You to delete them on an individual basis or block cookies from particular or all websites. In the event of You deleting all cookies, you will lose any and all preference You have set including Your preference to opt-out from cookies.

## 10. ANDROID AND IOS PERMISSIONS

To access various Company products or services or applications (“**App**”) which is installed on Your phone, a list of permissions appears. Since there is no option to customize those permissions, below is a description of the permissions that the App requires and the data that the App shall access and use.

### 10.1. Android permissions

- 10.1.1. Device & App history: We need Your device's permission to get information about Your device, like OS (operating system) name, OS version, mobile network, hardware model, unique device identifier, preferred language, etc. Based on these inputs, We intend to optimize Your experience, use OS specific capabilities to drive great in-funnel experiences using components of device's OS, etc.
- 10.1.2. Identity: This permission enables Us to know about details of Your account(s) on Your mobile device. We use this info to auto-fill Your email ID's and provide a typing free in-funnel experience.
- 10.1.3. Location: This permission enables Us to give You the benefit of location specific deals and

provide You a personalized in-funnel experience.

- 10.1.4. SMS: If You allow Us to access Your SMS, We will read Your SMS to autofill or prepopulate 'OTP' while logging in and to validate Your mobile number. This provides You a seamless experience while logging in and You don't need to move out of the app to read the SMS and then enter it in the App.
- 10.1.5. Contacts: If You allow Us to access Your contacts, it enables Us to provide a lot of social features to You such as, inviting Your friends to try Our App, send across referral links to Your friends, etc. This information will be stored on Our servers and synced from Your phone.
- 10.1.6. Photo/ Media/ Files: The libraries in the App use these permissions to allow map data to be saved to Your phone's external storage, like SD cards. By saving map data locally, Your phone does not need to re-download the same map data every time You use the App.
- 10.1.7. Wi-Fi connection information: When You allow Us the permission to detect your Wi-Fi connection, We optimize Your experience such as more detailing on maps, better image loading, etc.
- 10.1.8. Device ID & Call information: This permission is used to detect Your android ID through which We can uniquely identify users. It also lets Us know Your contact details using which We pre-populate specific fields.

## 10.2. iOS Permissions:

- 10.2.1. Contacts: If You opt in for contacts permission, it enables us to provide a lot of social features to You such as inviting Your friends to try our app, send across referral links to Your friends, etc. This information will be stored on our servers and synced from Your phone.
- 10.2.2. Location: This permission enables Us to give You the benefit of location specific deals and provide You a personalized in-funnel experience.
- 10.2.3. Wi-Fi connection information: When You allow Us the permission to detect your Wi-Fi connection, We optimize Your experience such as more detailing on maps, better image loading, etc.

## 11. LINKS TO THIRD PARTY SITES

- 11.1. The Platform may include links to third party applications/websites ("**Third Party Sites**"). Such Third Party Sites are governed by their respective privacy policies, which are beyond Our control. Once You leave Our Platform, use of any information You provide is governed by the privacy policy of the operator of the Third Party Site You are visiting. That policy may differ from Ours. If You can't find the privacy policy of any of these Third Party Sites, You should contact the relevant ThirdParty Site directly for more information.
- 11.2. We do not provide any Personal Information or personally identifiable information to third party websites/advertisers/ad-servers without Your consent.

## 12. YOUR CONSENT

- 12.1. By using the Platform and/ or by providing Your Information, You consent to the collection, storage, transfer (if applicable) and use of such Information in accordance with this Privacy Policy & Disclaimer, including but not limited to Your consent for sharing Your Information as per this Privacy Policy & Disclaimer. You specifically agree and consent to us collecting, storing, processing, transferring and sharing Information (including Personal Information) related to You with third parties, service professionals or to registered vendors/users for the purposes as set out in this Privacy Policy & Disclaimer.



- 12.2. You may withdraw Your consent for Personal Information provided earlier or to submit any or all Personal Information or decline to provide any permissions on its Platform as covered above at any time. In case, you choose to do so then your access to the Platform may be limited, or we might not be able to provide the services to you. You may withdraw your consent by sending an email to [service@bijlipay.co.in](mailto:service@bijlipay.co.in)

### **13. GRIEVANCE OFFICER**

- 13.1. If You have any grievance with respect to the product or the services or the Platform, You can contact our grievance officer at:

13.1.1. Name : Rajesh Khanchandani  
13.1.2. Email : [nodal.officer@bijlipay.co.in](mailto:nodal.officer@bijlipay.co.in)

- 13.2. As required under the applicable laws, We have appointed a Data Protection Officer who is well versed with the intricacies of the Company's internal data privacy policies and practices. You can contact the official for any query regarding the same as under:

13.2.1. Name : Tharmaraj Subramanian  
13.2.2. Email : [tharmaraj@bijlipay.co.in](mailto:tharmaraj@bijlipay.co.in)  
13.2.3. Address : Chaitanya "EXOTICA" 9th Floor, New No 51, Venkatnarayana Road, T. Nagar, Chennai, Tamil Nadu 600017

### **14. GOVERNING LAW & JURISDICTION:**

This document shall be governed by, construed and enforced under the laws of India and Courts in Chennai, Tamil Nadu, India shall have exclusive jurisdiction.

Thank you for using the Platform!  
Last updated on: 01.07.2024