

PRIVACY POLICY

1. OVERVIEW

- 1.1. This Privacy Policy is located at the URL www.smartdirect.in, is a legally enforceable contract between Smart Value Products And Services Limited (hereinafter referred to as "SVPSL" or "We" or "Us" or "Our") and the visitors or user of the website (hereinafter referred to as "You" or "Your" or "Yourself" or "User") who wish to purchase the products (as offered on the website) of SVPSL; describes the terms on which SVPSL offers You the access to the Website and such other services as are incidental and ancillary thereto ("Services"; if any).
- 1.2. The SVPSL shall mean Smart Value Products And Services Limited (SVPSL) a Company incorporated under Companies Act 1956, having its registered office at M-17, Second Floor, Lajpat Nagar -II, New Delhi-110024. SVPSL is involved into the marketing & selling of various products varying from Educational Books & DVD's, Health & Wellness, Lifestyle, Personal Care to Home care & Agriculture-Input etc. under the brand name of "SmartValue"/Others; exclusive owner of all contents as published, posted & broadcasted in all manner at the website i.e., www.smartdirect.in;
- 1.3. "You" or "Your" or "Yourself" or "User" or referred herein referred as Visitor/IBA who desirous to purchase the products Online using this website and unconditionally hereby limits their acts, deeds and others in relation to this website & as per the this Privacy Policy, Terms of Use, Terms of Sale etc. as available in the website i.e., www.smartdirect.in.
- 1.4. This Privacy Policy, Terms of Use, Terms of Sale and etc. (including Bye Laws; which includes Registration form cum Agreement, Sales & Marketing Plan, Code of Conduct, website Contents, Literature others; for the purpose of this Agreement) etc. are an electronic record(s), in the form of an electronic contract formed under information technology act, 2000 and rules made there under and all amended provisions thereto pertaining to the electronic documents / records in relation to various statutes as amended by the information technology act, 2000. This Privacy Policy, Terms of Use, Terms of Sale and etc. including Bye Laws does not require any physical, electronic or digital signature in any manner. This Privacy Policy, Terms of Use, Terms of Sale etc. including Bye Laws document(s) are published at this website and shall be construed in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011 under Information Technology Act, 2000; which requires publishing of this Privacy Policy, Terms of Use, Terms of Sale etc. including Bye Laws for collection, use, storage and transfer of sensitive personal data or information etc..
- 1.5. SVPSL is committed to protect the privacy of Your information. This document will provide information about SVPSL's policy relating to the collection, use and disclosure of personal information and of our customer's right to limit such collection, use or disclosure. All personal information is maintained in strict confidence by SVPSL and is not sold to third parties.
- 1.6. The SVPSL's Privacy Policy (India) ("Privacy Policy") describes how SVPSL collects and use Your (as defined in Terms of Use, Terms of Sale) information through a variety of digital means. By accessing or using this website, mobile application or other SVPSL product(s) or service(s) on any computer, mobile phone, tablet, console or other device (collectively, "Device"), You consent to this Privacy Policy.
- 1.7. By providing SVPSL Your Information or by making use of the facilities provided by SVPSL's Website, You hereby consent to the collection, storage, processing and transfer of any or all of Your Personal Information and Non-Personal Information by SVPSL as specified under the Terms of Use, Terms of Sale including Privacy Policy etc.. You further acknowledge that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to You or any other person in any manner.
- 1.8. This Privacy Policy, & Terms of Use, Terms of Sale etc. including Bye Laws (including but not limited to price, rates, plan, commissions, product line, other Literature, material as available on the website, website contents etc.) are subject to revision/amendment/modification at any time by the SVPSL. Thus You are requested to carefully read and accept all Terms and Condition as mentioned in this Privacy Policy, Terms of Use, Terms of Sale etc. including Bye Laws from time to time. The revised Privacy Policy shall be made available on the Website at the same place. Such facility is provided, thus You have to determine when this Privacy Policy was last modified by referring to the "Last Updated" legend provided as/in header of this Privacy Policy. It shall be Your responsibility to check these this Privacy Policy, Terms of Use, Terms of Sale etc. including Bye Laws periodically for changes and acceptance respectively. You may be asked to provide Your specific consent to any update(s) in a specified manner before any further use of the Website and related services. If no separate consent is sought, Your continued use of the Website following such changes and modifications of to the Website or this Privacy Policy, Terms of Use, Terms of Sale etc. including Bye Laws shall constitute Your acceptance to such changes or modifications.
- 1.9. Please read & accept this Privacy Policy including Terms of Use, Terms of Sale & Bye Laws carefully before accessing/visiting/using this website and if You do not agree Privacy Policy, Online Agreement including Terms of Use, Terms of Sale & Bye Laws, please do not visit/access/use this website. Your use of SVPSL website constitutes Your agreement/acceptance to be bound by Privacy Policy, Online Agreement including Terms of Use, Terms of Sale & Bye Laws.
- 1.10. All other terms and condition mentioned anywhere in the Terms of Use, Terms of Sale, Code of conduct, Sales and Marketing Plan, Registration form cum Agreement, Website contents etc. are also applicable herein and for the sake of brevity not mentioned herein again. In case of suspicion upon any of the terms and condition of Privacy Policy including Terms of Use, Terms of Sale & Bye Laws, SVPSL's decision shall be final and binding upon all the parties. Acceptance of this Privacy Policy shall stands as deemed acceptance of; Privacy Policy including Terms of Use, Terms of Sale & Bye Laws.

2. INFORMATION

- 2.1. **Personal Information-** Personal Information is Information collected that can be used to uniquely identify or contact You or for any other purpose as mentioned in Terms of Use, Terms of Sale including Privacy Policy etc.. Personal Information for the purposes of Terms of Use, Terms of Sale including Privacy Policy etc. shall include, but not be limited to:
 - 2.1.1. Your user name along with Your password,
 - 2.1.2. Your name,
 - 2.1.3. Your address,
 - 2.1.4. Your telephone (mobile) number,
 - 2.1.5. Your e-mail address or other contact information,
 - 2.1.6. Your date of birth,
 - 2.1.7. Your gender,

- 2.1.8. Internet Protocol address,
 - 2.1.9. Any other items of 'sensitive personal data or information' as such term is defined under the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Of Information) Rules, 2011 enacted under the Information Technology Act, 2000;
 - 2.1.10. Identification code of Your communication device which You use to access the Website or otherwise deal with any SVPSL entity,
 - 2.1.11. Any other Information that You provide during Your registration process, if any, on the Website. Such Personal Information may be collected in various ways including during the course of You:
 - 2.1.12. Registering as a user on the Website using the facilities available on the website,
 - 2.1.13. Availing certain services offered on the Website. Such instances include but are not limited to making an offer for sale, online purchase, participating in any online survey or contest, communicating with SVPSL's customer service by phone, email or otherwise or posting user reviews on the items available on the Website, or
 - 2.1.14. Otherwise doing business on the Website or otherwise dealing with any SVPSL entity. SVPSL may receive Personal information about You from third parties, such as social media services, commercially available sources and business partners. If You access Website through a social media service or connect a service on Website to a social media service, the information SVPSL collects may include Your user name associated with that social media service, any information or content the social media service has the right to share with us, such as Your profile picture, email address or friends list, and any information You have made public in connection with that social media service. When You access the Website or otherwise deal with any SVPSL entity through social media services or when You connect any Website to social media services, You are authorizing SVPSL to collect, store, and use and retain such information and content in accordance with this Privacy
- 2.2. **Non-Personal Information-** SVPSL may also collect information other than Personal Information from You through the Website when You visit and / or use the Website. Such information may be stored in server logs. This Non-Personal Information would not assist SVPSL to identify You personally. This Non-Personal Information may include:
- 2.2.1. Your geographic location,
 - 2.2.2. Details of Your telecom service provider or internet service provider,
 - 2.2.3. The type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.),
 - 2.2.4. The operating system of Your system, device and the Website You last visited before visiting the Website,
 - 2.2.5. The duration of Your stay on the Website is also stored in the session along with the date and time of Your access, Non-Personal Information is collected through various ways such through the use of cookies. SVPSL may store temporary or permanent 'cookies' on Your computer. You can erase or choose to block these cookies from Your computer. You can configure Your computer's browser to alert You when we attempt to send You a cookie with an option to accept or refuse the cookie. If You have turned cookies off, You may be prevented from using certain features of the Website.
 - 2.2.6. Ads: SVPSL may use third-party service providers to serve ads on SVPSL's behalf across the internet and sometimes on the Website. They may collect Non-Personal Information about Your visits to the Website, and Your interaction with our products and services on the Website. Please do note that Personal Information and Non Personal Information may be treated differently as per this Privacy Policy.
- 2.3. **You hereby represent to SVPSL that:**
- 2.3.1. The Information You provide to SVPSL from time to time shall be authentic, correct, current, valid and updated and You have all the rights, permissions and consents as may be required to provide such Information to SVPSL.
 - 2.3.2. You are providing the Information to SVPSL and SVPSL's consequent storage, collection, usage, transfer; access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees etc..
 - 2.3.3. SVPSL and each of SVPSL entities officers, directors, contractors or agents shall not be responsible for the authenticity of the Information that You or any other user provide to SVPSL. You shall indemnify and hold harmless SVPSL and each of SVPSL entities officers, directors, contracts or agents and any third party relying on the Information provided by You in the event You are in breach of this Privacy Policy including this provision including all terms and condition of Terms of Use, Terms of Sale, Privacy Policy etc. .
 - 2.3.4. Your Information will primarily be stored in electronic form however certain data can also be stored in physical form. We may store, collect, process and use Your data in countries other than India but under compliance with applicable laws. We may enter into agreements with third parties (in or outside of India) to store or process Your information or data. These third parties may have their own security standards to safeguard Your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard Your information / data.
 - 2.3.5. Purpose for collecting, using, storing and processing Your Information SVPSL collects, uses, stores and processes Your Information for any purpose as may be permissible under applicable laws (including where the applicable law provides for such collection, usage, storage or processes in accordance with the consent of the user) connected with a function or activity of each of SVPSL entities and shall include the following:
 - 2.3.5.1. To facilitate Your use of the Website or other services of SVPSL entities;
 - 2.3.5.2. To respond to Your inquiries or fulfill Your requests for information about the various products and services offered on the Website;
 - 2.3.5.3. To provide You with information about products and services available on the Website and to send You information, materials, and offers from SVPSL;
 - 2.3.5.4. To send You important information regarding the Website, changes in terms and conditions and policies and/or other administrative information;
 - 2.3.5.5. To send You surveys and marketing communications that SVPSL believes may be of interest to You;
 - 2.3.5.6. To personalize Your experience on the Website by presenting advertisements, products and offers tailored to Your preferences;
 - 2.3.5.7. To help & address Your problems incurred on the Website including addressing any technical problems;
 - 2.3.5.8. For proper administering of the Website;

- 2.3.5.9. To conduct internal reviews and data analysis for the Website (e.g., to determine the number of visitors to specific pages within the Website);
 - 2.3.5.10. To improve the services, content and advertising on the Website;
 - 2.3.5.11. To provide value added services such as Single Sign On. Single Sign On shall mean a session/user authentication process that permits a user to enter his/her name or mobile number or e-mail address or any combination thereof and password in order to access multiple websites and applications;
 - 2.3.5.12. To facilitate various programs and initiatives launched by SVPSL or third party service providers and business associates
 - 2.3.5.13. To analyze how our services are used, to measure the effectiveness of advertisements, to facilitating payments
 - 2.3.5.14. To conducting academic research and surveys
 - 2.3.5.15. To protect the integrity of the Website;
 - 2.3.5.16. To respond to legal, judicial, quasi judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
 - 2.3.5.17. To conduct analytical studies on various aspects including user behavior, user preferences etc.;
 - 2.3.5.18. To permit third parties who may need to contact users who have bought products from the Website to facilitate installation, service and any other product related support;
 - 2.3.5.19. To implement information security practices;
 - 2.3.5.20. To determine any security breaches, computer contaminant or computer virus;
 - 2.3.5.21. To investigate, prevent, or take action regarding illegal activities and suspected fraud,
 - 2.3.5.22. To undertake forensics of the concerned computer resource as a part of investigation or internal audit;
 - 2.3.5.23. To trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of law including the Information Technology Act, 2000 that is likely to have an adverse impact on the services provided on any Website or by SVPSL;
 - 2.3.5.24. To enable a potential buyer or investor to evaluate the business of SVPSL. You hereby agree and acknowledge that the Information so collected is for lawful purpose connected with a function or activity of each of the SVPSL entities or any person on their respective behalf, and the collection of Information is necessary for the Purposes.
 - 2.3.5.25. Any other sharing not expressly mentioned herein but SVPSL in order to (1) expend its business prospect(s)/opportunity(s) or (2) to strengthen/build-up/support its business/official processes/policies/systems etc. in any manner or (3) to curb a potential opportunity or (4) etc. may do the same;
 - 2.3.6. You further agree that such disclosure, sharing and transfer of Your Personal Information and Non-Personal Information shall not cause any wrongful loss to You or to any third party, or any wrongful gain to us or to any third party.
 - 2.3.7. SURVEYS AND PROMOTIONS- From time to time You may voluntarily participate & submit Your information to complete surveys and questionnaires or to participate in user market research (if any). SVPSL use this information to improve SVPSL products and services etc. SVPSL may use this information to provide You newsletters and other marketing information etc.
 - 2.3.8. PERSONALIZED HEALTH PROGRAM- You may voluntarily participate in the Personalized Health Program offered (if any) on SVPSL website as per Your own acts and deeds.
 - 2.3.9. SVPSL seeks to ensure that any personal information held about Indian individuals is accurate, complete, current, valid and otherwise reliable in relation to the purposes for which the information was obtained. SVPSL collects personal information that is adequate, relevant and not excessive for the purposes for which it is to be processed. Indian individuals have a responsibility to assist SVPSL in maintaining accurate, complete, valid and current personal information about them.
 - 2.3.10. ACCESS AND CORRECTION- Upon written request to SVPSL, SVPSL will provide Indian individuals with reasonable access to their personal information. Except as may be subject to legal limitation, SVPSL will make reasonable steps to allow Indian individuals to review their information for the purposes of correcting their information.
 - 2.3.11. You hereby unconditionally agree and permit that SVPSL may transfer, share, disclose or part with all or any of Your Information, within and outside of the Republic of India to various SVPSL entities and to third party service providers / partners / banks and financial institutions for one or more of the Purposes or as may be required by applicable law. In such case we will contractually oblige the receiving parties of the Information to ensure the same level of data protection that is adhered to by SVPSL under applicable law.
3. USES RESTRICTIONS
- 3.1. In order to contract with [www.smartdirect.in] You must be over 18 years of age. [www.smartdirect.in] retains the right to refuse any request made by You.
4. SECURITY STATEMENT
- 4.1. Protecting Your Information
 - 4.1.1. SVPSL acknowledge Your trust and are committed to take reasonable steps to protect Personally Identifiable Information You provide online from loss, misuse, and unauthorized access. We employ physical, electronic, and managerial processes to safeguard and secure Your Information (also pertains to Credit Card/Debit Card/Bank Credentials/etc.)
 - 4.1.2. It is Your responsibility to safeguard the password You use to access SVPSL Site, and to promptly advise SVPSL if You ever suspect that Your password has been compromised. Be sure to make note of Your new password and keep the information in a safe place. For Your security, do not share Your password with others. Because Your identification number and password are specific to You, You acknowledge sole responsibility for any and all use of our Site conducted with Your identification number and password.
 - 4.1.3. SVPSL also strongly advises that current anti-virus, anti-spyware software is run on computers You use and that operating systems are kept up to date.
 - 4.2. Use of Cookies on This Site
 - 4.2.1. A "cookie" is a small data file transferred to Your computer's hard drive that allows a website to respond to You as an individual, gathering and remembering information about Your preferences in order to tailor its operation to Your needs, likes, and dislikes.
 - 4.2.2. Most browsers automatically accept cookies, but You can usually adjust Yours (Microsoft Internet Explorer or Google Chrome) to notify You of cookie placement requests, refuse certain cookies, or decline cookies completely. If You turn off cookies completely, there may be some website features that will not be available to You, and some web pages may not display properly.

- 4.2.3. To support the personalized features of SVPSL Site (such as Your country and language codes, electronic shopping cart, and other ordering and browsing functions), SVPSL may send a cookie to Your computer's hard drive and/or use cookie based authentication to identify You as a registered Site user. SVPSL do not, however, use so-called "surveillance" cookies that track Your activity elsewhere on the web.
- 4.3. Use of Active-X and Java Applets On This Site
 - 4.3.1. Active-X programs and Java Applets are executable programs that can be transferred to Your computer's hard drive to cause Your computer to perform functions concerning Your visit to SVPSL website.
 - 4.3.2. SVPSL website does not transfer any Active-X programs or Java Applets to Your computer's hard drive.
- 4.4. Links to Other Websites
 - 4.4.1. You may link to our home page, after having written approval from SVPSL provided to You do so in a way that is fair and legal and does not damage SVPSL reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by You. This Website must not be framed on any other site, nor may You create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
 - 4.4.2. Links to third-party websites may be provided solely for Your information and convenience, or to provide additional shopping for various other goods and services through SVPSL Merchant and Services Partners/Investors etc. If You use these links, You will leave SVPSL Site. Any policy or statement available on SVPSL website does not cover the information practices of those websites linked to SVPSL Site, nor do SVPSL control their content or privacy policies. SVPSL suggest that You carefully review the privacy policies of each site before You visit any one of them.
 - 4.4.3. SVPSL maintain contractual agreements with all of SVPSL Merchant and Services Partners/Investors/others, which require them to observe the intent of the Terms of Use, Terms of Sale including Privacy Policy etc.. as and when required.
5. SAFEGUARD
 - 5.1. SVPSL collects personal information for a variety of purposes related to Your request for the service(s) available on SVPSL website. Personal information is used to verify, process and administer Your product and service requests, assess credit-worthiness, maintain our commercial relationship with You, and analyze, understand and respond to Your service needs. SVPSL also analyzes and uses customer information to improve the products that SVPSL offer to its customers. SVPSL analyze personal information in order to identify the products and services offered by SVPSL to You, and to offer You those products and services constantly in a better and customer friendly manner.
 - 5.2. SVPSL has implemented and will update technological and security features to safeguard the privacy of Your customer identifiable information from unauthorized access or improper use.
 - 5.3. Login Security- At SVPSL, we value Your privacy and security and therefore employ the latest technology to help ensure the safety of Your online account information.
 - 5.4. Password Security
 - 5.4.1. We take customer's privacy and security seriously and continually review our internal policies, pending governmental regulations, and industry best practices to help ensure that our policies protect Your online account information of Your online account information.
 - 5.4.2. As a best practice, SVPSL urges all IBAs to create strong passwords unique to their smart office accounts and to change that password every 30 to 90 days. It is Your responsibility to protect Your password. Do not share Your password with anyone You do not want to have access to Your online account information.
 - 5.4.3. For further assistance You may call at customer care number
 - 5.4.4. Passwords must contain a minimum of 8-15 characters, which includes letters, numbers, and special characters on a standard U.S. keyboard (!, @, #, \$, %, ^, &, *, etc.).
 - 5.4.5. Passwords must contain at least one letter and one non-letter (number or special character) to be acceptable
 - 5.4.6. Passwords are case sensitive (i.e. - 'a' is different from 'A', but still a letter).
 - 5.4.7. You are responsible for any actions that take place while using Your smart office account credentials. Keep Your username/password secure and do not allow anyone else to use Your username/password to access website. SVPSL is not responsible for any loss that results from the unauthorized use of Your username/password, with or without Your knowledge.

STATUTORY AND REGULATORY DISCLOSURES

SVPSL is duly registered company under Indian Companies Act 1956, vide corporate identification number is U50300DL2006PLC191355.

This website is owned and operated by SVPSL under the domain name i.e., www.smartdirect.in

SVPSL having its registered office at M-17, Second Floor Lajpat Nagar-II New Delhi South Delhi- DELHI 110024 INDIA.

You may contact SVPSL:

By post, using this postal address- M-17, Second Floor, Lajpat Nagar-II, South Delhi- New Delhi, Pin Code-110024;

Or may contact at 1800-200-1122 & 0124 – 4784784

(Between 09:00 a.m. to 06:30 p.m., Monday to Saturday);

Or may write an E-mail at support@svpsl.in.