

## **Meesho Payments Private Limited - Terms and Conditions**

Please read these terms and conditions ("Terms") carefully before accessing or using the Platform (defined hereinafter). These Terms along with the Privacy Policy published on the Platform ("Privacy Policy") and other policies (as may be notified/displayed/published on the Platform) constitutes the contract between the Users of this Platform and the Company (collectively "Agreement"). By use of the Platform, Users agree to be bound by these Agreement as posted on the Platform from time to time.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name [supplier.meesho.com] (hereinafter referred to as "Platform").

### **1. About the Terms**

#### **1.1 Introduction to the Terms**

"Meesho Instant Cash" is a proposition enabled by Meesho Payments Private Limited (MPPL) on specified e-commerce or other platforms, and their related mobile sites and applications under which MPPL facilitates the granting of a loan or credit lines by certain financing partners (Financing Partners) to selected Suppliers of the respective platform ("You") in accordance with the terms of relevant loan products or financing schemes being made available by such Financing Partners to You. You will be offered the relevant loan products based on your interest and credit lines only if you are eligible to avail such loan products, whose eligibility shall be determined by the Financing Partners alone and MPPL disclaims any liability or obligation in this regard.

#### **1.2 When are these Terms applicable and binding on User?**

The Agreement is applicable to any person when they install, download or even merely visit or access any part of the Platform or utilize the Services, such persons are referred to as users, which include without limitation users who are browsers, Suppliers, representatives of authorized lending partners and other purchasers or creators of content (collectively, "User").

The Agreement between User and Company is effective on the date on which the Application is downloaded/Website is accessed and/or the date on which terms of Agreement are updated, creating a legally binding arrangement between the User and the Company.

#### **1.3 Whether the terms of this Agreement can be modified?**

Users can review the most current version of the Agreement at any time on the Website. Company reserves the right to unilaterally update, change or replace any part of the Agreement by publishing updates or changes on the Platform and such amended provisions of the Agreement shall be effective immediately upon being posted on the Platform.

#### **1.4 What if the terms of the Agreement are not acceptable to User?**

If the User does not agree with the terms of the Agreement, the User is advised to refrain from using the Platform. By the use of the Services, it is signified that the User agrees to abide by the terms of the Agreement (as updated from time to time).

## **2. Eligibility**

#### **2.1 For the use of Platform, is a User subject to any eligibility criteria?**

You must be at least 18 years of age or older to visit or use the Website in any manner. By visiting or accessing the Website or accepting these Terms of Use, You represent and warrant to the Company that: (a) all registration information you submit is truthful and accurate (b) You are 18 years of age or older, at the time of registration, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use. You also represent and warrant to the Company that You will use the Website in a manner consistent with any and all applicable laws and regulations.

#### **2.2 Are there any specific requirements for registering an account on Platform?**

- a. The Users are required to enter a valid phone number while registering on Platform. By such registration, User consents to be contacted by Company via phone calls, SMS notifications, instant messages or other such means of communication inter alia for updates pertaining to the loan product or credit lines available or in respect of loan products or credit lines availed etc.
- b. You understand, agree and acknowledge that MPPL or the Financing Partner or the Platform (acting for and on behalf of the Financing Partner) will have the right to send You reminders electronically or by post and/or call, SMS, instant messages to Your registered phone number prior to the due date of payment of the outstanding amounts under the Loan Products, and reach You on your registered phone number during reasonable hours if You fail to pay the outstanding amount by relevant due date. You further acknowledge and confirm that You are aware of the nature of telecommunications/internet services and that an email transmission may not be received properly. You further acknowledge that any delay in payment or non-payment of outstanding amounts due under the Loan Products may attract legal charges against you. In this event, relevant parties may send you legal notices, and may report such non-payment to eligible credit information companies and/or initiate legal proceedings against you. You agree to assume and bear all the risks involved in connection with the Loan Products availed by You and

undertake that MPPL or the Financing Partner or the Platform(s) (as the case may be) shall not be responsible in any manner.

- c. It is the responsibility of the Users to provide the correct mobile number so that the Company can communicate with the Users via SMS. The Users understand and agree that if the Company sends an SMS, but the Users do not receive it because the Users' mobile number is incorrect or out of data or blocked by the User's service provider, or the Users are otherwise unable to receive SMS, the Company shall be deemed to have provided the communication to the Users effectively.

It is the User's responsibility to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.

### **2.3 Can User accounts registered on Platform be suspended or terminated?**

- a. The Company reserves the right to suspend or terminate the account or access to Services (or any part thereof) on the Application including blocking any amounts due to the User and associated account without notice and the Users will remain liable for all amounts due up to and including the date of termination, if:
  - i. any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; and/or
  - ii. User is found to be non-compliant with the Agreement.
  - iii. engaged in actions that are unlawful, fraudulent, negligent or derogatory to the Company's interests.
  - iv. failed or is suspected to have failed to comply with any term or provision of the Agreement or applicable law.
- b. Further, where the violation of the Agreement gives rise to criminal or civil action, the Company may at its sole discretion pursue such action.
- c. Without prejudice to the above stated rights of the Company, in case of alleged fraud or other breach of this Agreement by User, Company may at its sole discretion (a) withhold all amounts payable to such User; and (b) impose penalties as the Company may reasonably determine and set off such penalties from the monies payable by Company to such User.
- d. You understand and acknowledge that MPPL and/or its Financing Partner reserves the right to suspend your eligibility to avail the services under these Terms at any point of time.

### **2.5 What are User obligations vis-à-vis its registered account on Platform?**

- a. Having an account on the Platform gives authenticity to the actions of the User. It means that the User is solely responsible for all activities that occur under its account and that all transactions made by such User is intended for bona fide sale or consumption in the course of their business activities.

- b. Any and every activity undertaken by a User under his/her account shall be the sole responsibility of such User and the Company shall not be liable for such activity in any manner. Hence it shall be the responsibility of the User to treat the user identification code, password and any other piece of information that is provided by the Company, as part of the security procedures, as confidential and not disclose the same to any person or entity other than the Company.
- c. User acknowledges and agrees that having an account on Platform does not grant it any rights on Platform not specifically granted to them by the Company, and that the User has no ownership or other interest in the account. The User understands that all rights in and to the account are and shall forever be owned by and inure to the benefit of the Company.

On registration, the Users may receive a password protected account and an identification. The Users agree to:

- i. maintain the confidentiality of their password, if applicable;
- ii. take full responsibility for all activities by Users accessing the Application through their account;
- iii. immediately notify the Company of any unauthorized use of their account or any other breach of security that they become aware of; and
- iv. ensure that they exit from their account at the end of each session.

### **3. Use of the Platform and Services**

#### **3.1 Can User access and use the Platform at any time or could there be any limitations?**

- a. Company endeavours to make the Application available 24X7. However, the Company does not represent that access to the Application will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.
- b. Users understand and acknowledge that the use of Application requires internet connectivity and telecommunication links. Users shall bear the costs incurred to access and use the Application and avail Services, and Company shall not, under any circumstances whatsoever, be responsible or liable for such costs.
- c. Company does not warrant that Application will be compatible with all hardware and software which is used by Users. Application may be under constant upgrades, and some functions and features may not be fully operational. Application is provided on an 'as is' and 'as available' basis. Company expressly disclaims all warranties of any kind, whether express or implied with respect to the records and other data that is made available by it to Users.
- d. Users shall be solely responsible for damages to their data system or for loss of data arising from download of content from Application. No guidance or information, written or oral, obtained from Company or via Platform, shall constitute any warranty, unless stated otherwise.

**3.2 Does the Company guarantee performance of the agreement or other arrangements between User(s) or otherwise in respect of products on Platform?**

- a. The Company, through Platform, is a mere facilitator of the transaction including between Supplier on the one side and the Financing Partner on the other and is not responsible for any non-performance or breach of any contract entered into towards availing any financing by Supplier from such Financing Partner as the case may be. Any such contractual relationship between the Supplier and Financing Partner will be governed by the terms and conditions of the contract between the respective parties and any additional terms and conditions as may be specified by such Financing Partner from time to time and the Company disclaims any liability in this regard.
- b. All information and obligations respecting verification of personal information for processing loan products or credit lines, payment schedules and implications of failure to meet those obligations and any other obligations/responsibilities in respect of loan products or credit lines taken out by You would be subject to the terms and conditions of contracts and agreements entered into by You with the Financing Partner and these terms would have to be mandatorily adhered to for availing full services. The Company disclaims any liability in the above regard.
- c. You understand that by accepting or proceeding, the respective Financing Partners' terms and conditions, their privacy policy, specific product terms and these terms and conditions, You are entering into a legally binding contract with the respective Financing Partner. You further understand that You have availed a Loan Product from the respective Financing Partner and shall be liable to respective Financing Partner for any default in the dues payable to such Financing Partner.
- d. By choosing to avail the Loan Products offered by the Financing Partner, you agree to these terms and conditions extended by the Financing Partner , their privacy policy and any other product terms provided by the Financing Partner. Please read these terms and conditions carefully before availing the Loan Products. MPPL does not monitor or have control or authority on any processing or offering made by a Financing Partner. You understand and agree that the privity of contract is between You and the Financing Partner and MPPL is only facilitating the granting of a loan or credit lines.
- e. As per the requirements under RBI guidelines and based on the Financing Partner's obligation under the applicable law, they may -initiate re-initiate the KYC as well as loan application process and You understand and acknowledge that in the event You fail to complete your KYC within 90 days from the date of initiating KYC process.
- f. You acknowledge that the Financing Partners have the right to revise any sanctioned credit line or revoke such credit line extended to You at any time at their sole discretion. You may at any time connect with the Financing Partners for any queries or complaints in this regard.

### **3.3 Whether the use of Platform (a) is restricted in any manner; and (b) requires any generic compliances from User?**

When accessing or using the Platform or availing the Services, the User has to comply with and ensure the following:

- i. All registration information submitted by User is truthful, lawful and accurate;
- ii. User's use of the Application/Platform shall be solely for their use and they shall not authorize others to use their account;
- iii. User will not use Platform in any way that is unlawful, or harms the Company or any other person or entity;
- iv. User will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of Application;
- v. User will not use another person's username, password or other account information, or another person's name, likeness, voice, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;
- vi. User will not or attempt to delete or modify any content of Platform, including but not limited to, disclaimers or proprietary notices such as copyright or trademark symbols, logos;
- vii. User shall not access Platform without authority or use Platform in a manner that damages, interferes or disrupts, any part of Platform or any equipment or any network on which Platform is stored or any equipment of any third party;
- viii. User shall not attempt to gain unauthorized access to any portion or feature of the Application, or any other systems or networks connected to the Platform by any means. User shall not probe, scan, or test the vulnerability of Platform nor breach the security or authentication measures on Platform or any network connected to Platform.
- ix. User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of Platform or any transaction being conducted on Platform, or with any other person's use of Platform. User may not use Platform or any of its content for any purpose that is unlawful or prohibited by this Agreement.
- x. User shall at all times ensure full compliance with the applicable law, as amended from time to time, including that of (i) the Information Technology Act, 2000 and the rules thereunder; (ii) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (iii) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to Direct and Indirect Taxes applicable as per current statute in the country) regarding the use of the Application and listing, purchase, solicitation of offers to purchase, and sale of products or Services. User shall not engage in any transaction which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

## **4. Sharing of Information and Consent**

### **4.1 What is the information proposed to be shared and conditions governing the same?**

- a. By using products and services through the Platform or by providing Your information, You agree and consent to the collection, usage, storage, transfer, sharing or otherwise processing information (including sensitive personal information) related to You in accordance with these terms and conditions and the Privacy Policy.
- b. You hereby agree and give consent to MPPL and/or the Financing Partner to collect and share your personal and sensitive personal information and to contact you as required by the Financing Partner to determine your eligibility and enhance/modify your credit limit, if applicable: (iv) location; (v) credit information; and (vi) device information in accordance with the applicable laws and RBI guidelines. If You provide your express consent, such information will be accessed by MPPL and/or the Financing Partner for checking your eligibility and at periodic intervals thereafter in accordance with MPPL's Privacy Policy and Financing Partner's terms & conditions and their Privacy Policy. In the event that You do not provide MPPL/Financing Partner with such express consent to access such information, MPPL and/or the Financing Partner will not be able to access your data and consequently will not be able to check your eligibility or be able to enhance/modify your credit limit. You further understand that MPPL and/or the Financing Partner will share details of your eligibility to avail the Loan Products with the respective Platforms, to enable You to transact on such Platforms. Your contact information may be shared with the Financing Partner and third party agencies who shall be responsible for the collection of dues payable under the Loan Products. MPPL and/or the Financing Partner may obtain information in relation to your transactions on Platforms through which You have availed the Loan Products (including but not limited to item details, amount, date, category of order) to check your eligibility and assess your credit limits. By consenting to these terms and conditions, You hereby agree to sharing such transactional information with MPPL and/or its Financing Partners.
- c. By choosing to avail the Loan Products offered by the Financing Partners, You agree that the respective Financing Partner may require certain Know Your Customer (KYC) documents and/or information from You, which You shall promptly provide upon being so requested by the respective Financing Partner. You understand that You can, at your sole option, complete this KYC process through permissible methods as may be decided by the Financing Partner. To enable the Financing Partner to comply with the KYC requirements prescribed under applicable laws, You hereby provide your consent to MPPL and/or the Financing Partner and/or their authorised representatives/agents for obtaining and authenticating your KYC information such as with the relevant regulatory authorities (such as NSDL, UIDAI, CKYCR etc.), including for completing KYC verification process through an OTP-based KYC check or Aadhaar based offline verification. You also consent to the Financing Partner to validate Your bank account details through a fund transfer of a small amount (usually Re. 1/penny drop) into Your bank account. You also acknowledge that the penny drop transaction output such as the bank account holder's name and IFSC details shall be shared by MPPL with the Financing Partner. You further consent to the sharing of Your PAN number and credit information with the Financing Partner, and its partner credit information companies as per applicable laws. You expressly authorize MPPL and the Financing Partner(s) to store your demographic and identity information for the purposes of fulfilling KYC requirements. MPPL does not collect, use, store, or share your Aadhaar number.

You also agree that MPPL and the Financing Partner can appoint third party service providers/agents for the purpose of cash recovery/collection, KYC fulfillment and obtaining PAN profile from You.

- d. You understand that for the purposes of availing the Loan Products offered, your credit information/history may need to be obtained from a credit information company by MPPL or the relevant Financing Partner extending the Loan Products. You hereby consent to MPPL and/or the Financing Partner(s) for collecting such credit information from any credit information company.
- e. Subsequent only upon the receipt of your consent, you will authorize MPPL to obtain information from your mobile network operators and its authorised agencies to undertake an evaluation check of your subscriber history with your mobile network operators. You further agree to grant your consent to MPPL to share information and data available with it and its partner lender with your mobile network operators or their authorised agency to undertake such evaluation.
- f. You declare that details shared by You as part of the KYC and registration process are true and correct to the best of your knowledge. In the event there is any change in the such details, You will promptly inform MPPL and/or the Financing Partners and update the information in your account details.
- g. You understand that information relating to Your account may be shared with governmental agencies as required under applicable laws.
- h. You understand that availing the services under these Terms is completely voluntary and You are in no way bound to avail such services.

## **5. Payment of Fees and other charges**

### **5.1 What are the typical fees and/or charges that would be applicable**

- a. By opting to avail the Loan Products offered by the Financing Partners, You undertake to make the payment of the outstanding amounts due to the Financing Partner within the agreed timelines set out in the applicable terms and conditions for such Loan Products. You understand and acknowledge that if You fail to pay either an amount equal to or more than the Minimum Amount Due, or the total outstanding amounts due under the relevant Loan Products to the Financing Partner before the relevant due date, the Financing Partner shall have the right to, among other actions, levy a late payment penalty on You until the relevant outstanding amounts are paid as per the Terms and conditions of the Financing Partner.
- b. Late payment fees are inclusive of applicable taxes. Any delay in payment may lead to cancellation/suspension/restriction of any further order(s) or activity or purchases on the Platform(s) or suspension of account indefinitely, till such time that the outstanding amounts are cleared by You. Further, You understand that failure to repay any outstanding amounts towards these Loan Products timely could lead to a negative impact on Your bureau score.



- c. You will be liable to pay the Financing Partner the amounts due under the Loan Products as per the payment schedule and the terms mentioned in your monthly statement, in accordance with these terms, loan application terms and the Financing Partner's terms and conditions. Such repayment of the Loan Products may be made through the Platforms, or such other payment methods as may be prescribed by the Financing Partner to MPPL ("Repayment Mode").
- d. You understand that the Financing Partner may levy any fees as may be applicable for, among others, processing the loan product or usage of credit line beyond authorized thresholds and where application of such fees would be communicated to You by the Financing Partner and MPPL disclaims any liability or obligation in this regard.

## **6. Indemnity and Limitation of Liability**

- a. In the event of any breach by You of any term, representation, warranty, covenant or agreement made or given by You in this Agreement, You undertake to indemnify and hold harmless MPPL, its affiliates and their respective directors, officers, employees, agents and representatives (together "the Indemnified Party") to the extent of any and all damages suffered or incurred by the Indemnified Party in relation to such breach of representation or warranty, covenant or agreement.
- b. Notwithstanding anything to the contrary contained herein, MPPL, its affiliates and their respective directors, officers, employees, agents and representatives shall have no liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to this Agreement;
- c. MPPL in no manner warrants or guarantees the performance of the Financing Partner and You acknowledge that MPPL shall in no manner be responsible for any claim of money or damages in the event the Financing Partner fails to grant Loan Product.
- d. MPPL does not make any representations or warranties on behalf of the Financing Partners;
- e. You further agree that MPPL, its affiliates and their respective directors, officers, employees, agents and representatives shall in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use or the inability to use the product and services of MPPL.

## **7. Other Terms**

All other terms including terms such as Privacy, Governing Law, Liability, Intellectual Property, Confidentiality and General Provisions etc. are deemed to be incorporated into these Terms of Use by reference to the General Terms and Conditions.

## **8. Miscellaneous**

8.1 This Agreement is governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Agreement or the Platform shall be subject to the jurisdiction of the courts at Bangalore, India.

8.2 Company shall have the right to assign its obligations and duties in this Agreement to any person or entity.

8.3 The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

## Privacy Policy

The Meesho Instant Cash website (“**Platform**”) is made available to you by Meesho Payments Private Limited and/or its affiliates (hereinafter may be referred to as the “**Company**”, “**we**”, “**us**”, and “**our**”). We respect your privacy and are committed to protecting it through compliance with this privacy policy. This policy amongst other things describes: (i) the type of information that the Company may collect from you when you access or use its websites, applications and other online services (hereinafter collectively referred to as the “**Services**”); and (ii) the Company’s practices for collecting, using, maintaining, protecting and disclosing that information.

We encourage you to read this policy carefully to understand the Company's policies and practices regarding your information. By accessing or using its Services or its Platform, registering an account with the Company, you expressly agree to be bound by the terms and conditions of this privacy policy and you are consenting to the Company's collection, use, disclosure and retention of your personal information as described here.

This policy may change from time to time, your continued use of the Company's Services after it makes any change is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### **1. Applicability of the Policy**

- 1.1. This policy applies only to the information the Company collects through its Services, in email, text and other electronic communications sent through or in connection with its Services.
- 1.2. This Policy does not apply to the information that you provide to, or that is collected by, any third-party, that you use in connection with its services. The Company encourages you to consult directly with such third parties about their privacy practices.

### **2. Collection of the information**

- 2.1. It may be that some of our Services may be used without revealing any personal information, and for other Services, personal information is required. We may also collect ‘Non-Personal Information’ (i.e., information that cannot be used to identify you). Non-Personal Information includes information like the web pages that you have viewed. In order to access certain features and benefits on our Services, you may need to submit ‘Personally Identifiable Information’ i.e., information that can be used to identify you (*as described below*). Inaccurate information may affect your ability to use the Services, the information you receive when using the Services, and our ability to contact you. For example, your email address and contact number should be kept valid because these may be the primary channels through which we communicate with you. You are responsible for ensuring the accuracy of the Personally Identifiable Information you submit to the Company.
- 2.2. The Company collects several types of information from and about users of our Services, including: (i) Your Personally Identifiable Information- Personally

Identifiable Information is the information that can be associated with a specific person and could be used to identify that specific person whether from that data, or from the data and other information that we have, or is likely to have access to. We do not consider Personally Identifiable Information to include information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person, whether in combination with other information or otherwise. Personally Identifiable Information can include, but not be limited to, information such as your name, email address, contact number (cellular and landline), educational qualification(s), occupation, date of birth, marital status, monthly income, city and state of residence, number of children, employer details, Aadhaar number, PAN, social security and tax identification numbers, and post-qualification or work experience among other things; and/or (ii) Information about your internet connection, the equipment you use to access our Services and your usage details.

- 2.3. We may collect this information either (i) directly from you when you provide it to us; (ii) automatically as you navigate through our Services (information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons and other tracking technologies); and/or (iii) from any other source of information including from other third party sources, such as updated delivery and address information from our carriers, which we use to correct our records and deliver your next purchase more easily.
- 2.4. Information you provide to us.
  - 2.4.1. Your account information: Your full name, email address, postal code, password and other information you may provide with your account, such as your gender, mobile phone number and website. Your profile picture (if any) that will be publicly displayed as part of your account profile. You may optionally provide us with this information through third-party sign-in services such as Facebook and Google Plus. In such cases, we fetch and store whatever information is made available to us by you through these sign-in services.
  - 2.4.2. Your preferences: Your preferences and settings such as time zone and language.
  - 2.4.3. Your content: Information you provide through our Services, including your reviews, photographs, comments, lists, followers, the users you follow, ordering details and history, favourite categories, special requests, contact information of people you add to, or notify of, your orders through our Services, names, and other information you provide on our Services, and other information in your account profile.
  - 2.4.4. Your searches and other activities: The search terms you have looked up and results you selected.
  - 2.4.5. Your browsing information: How long you used our Services and which features you used; the ads you clicked on.
  - 2.4.6. Your communications: Communications between you and other users or suppliers through our Services; your participation in a survey, poll, sweepstakes, contest or promotion scheme; your request for certain features (e.g., newsletters, updates or other products); your communication with us about employment opportunities posted to the Services.
  - 2.4.7. Your transactional information: If you make use of our Services, we may collect and store information about you to process your requests and automatically

complete forms for future transactions, including (but not limited to) your name, phone number, gender, transaction details, PAN number, device type, Platform usage details, address, email, billing information and credit or payment card information or other payment related details. This information may be shared with third parties which assist in processing and fulfilling your requests, including PCI compliant payment gateway processors and credit information companies. If you write reviews about businesses with which you conduct transactions through our Services, we may publicly display information that you transacted with those businesses.

- 2.4.8. Your Public Posts: You also may provide information (such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc.) to be published or displayed (hereinafter, “**posted**”) on publicly accessible areas of our Services or transmitted to other users of our Services or third parties (hereinafter collectively referred to as “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable (see the "Security" section below). Additionally, we cannot control the actions of other users of our Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons. We may display this information on the Services, share it with businesses, and further distribute it to a wider audience through third party sites and services. You should be careful about revealing any sensitive details about yourself in such postings.
- 2.4.9. We use the information you provide to us to analyse and enhance the functionality and improve the quality of our Services, and to personalize your experience while using our Services. We also use this information to display relevant advertising, provide services to you, provide support to you, communicate with you, and comply with our legal obligations.
- 2.5. Information we may automatically collect include but may not be limited to the following.
  - 2.5.1. We may automatically collect certain information about the computer or devices (including mobile devices) you use to access the Services, and about your use of the Services, even if you use the Services without registering or logging in.
  - 2.5.2. Usage information: Details of your use of our Services, including traffic data, location data, logs and other communication data and the resources that you access and use on or through our Services.
  - 2.5.3. Computer and device information: Information about your computer, Internet connection and mobile device, including your IP address, operating systems, platforms, browser type, other browsing information (connection, speed, connection type etc.), device type, device's unique device identifier, mobile network information and the device's telephone number.
  - 2.5.4. Stored information and files: Our Services also may access metadata and other information associated with other files stored on your mobile device. This may include, for example, photographs, audio and video clips, personal contacts and address book information.
  - 2.5.5. Location information: Our applications collect real-time information about the location of your device, as permitted by you.

- 2.5.6. Last URL visited: The URL of the last web page you visited before visiting our websites.
- 2.5.7. Mobile device IDs: Unique mobile device identifier (e.g. IDFA, GAID or other device IDs on Apple devices like the iPhone and iPad), if you're using our Services on a mobile device, we may use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize you. We may do this to store your preferences and track your use of our applications. Unlike cookies, mobile device IDs cannot be deleted. Advertising companies may use device IDs to track your use of our applications, track the number of advertisements displayed, measure advertising performance and display advertisements that are more relevant to you. Analytics companies may use mobile device IDs to track your usage of our applications.
- 2.5.8. Your preferences: Your preferences and settings such as time zone and language.
- 2.5.9. Your activity on the Services: Information about your activity on the Services, such as your search queries, comments, domain names, search results selected, number of clicks, pages viewed and the order of those pages, how long you visited our Services, the date and time you used the Services, error logs, and other similar information.
- 2.5.10. Mobile status: For mobile application users, the online or offline status of your application.
- 2.5.11. Applications: If you use the Company's application, the Company may collect information about the presence and/ or absence and/or details pertaining to other applications on your mobile phone. The applications we gather information for, may vary across categories including, without limitation, shopping, fashion, food and travel. This will help us understand you and your preferences better and enable the Company to provide you with a personalized experience. We may collect, process and store your user ID associated with any social media account (such as your Facebook and Google account) that you use to sign into the Services or connect with or use with the Services. Please see your social media provider's privacy policy and help center for more information about how they share information when you choose to connect your account.
- 2.6 You may withdraw the consent provided to us to collect and use your personal information by writing to the designated Grievance Officer as provided in Section 14 of this Privacy Policy. However, in case of withdrawal of such consent, we may not undertake the activities for which the information was sought.

### **3. Use of the information**

We use the information we collect from and about you for a variety of purposes, including:

- 3.1. For purchase and delivery of products and services. We use your personal information to take, handle and fulfil orders, deliver products and services, process payments, and communicate with you about orders, products and services, and promotional offers.
- 3.2. To provide, troubleshoot, and improve the Services. We use your personal information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of the Services.

- 3.3. For recommendations and personalization. We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with the Services. We may also share your preferences, or the Services availed by you with your network followers on the Company for marketing and other promotional activities of our Services
- 3.4. To comply with legal obligations. In certain cases, we collect and use your personal information to comply with laws. For instance, we collect from sellers, information regarding place of establishment and bank account information for identity verification and other purposes.
- 3.5. To Communicate with you. We use your personal information to communicate with you in relation to the Services via different channels (e.g., by phone, e-mail, chat).
- 3.6. For advertising. We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads.
- 3.7. For Fraud Prevention and Credit Risks. We use personal information to prevent and detect possibility of non-payment, fraud, and abuse in order to protect the security of our users, the Company, and others. We may also, directly or through a third party (including CICs), use scoring methods to assess and manage credit risks, including by way of sharing the result of said scoring methods with relevant third parties, payment gateways, financial institutions.
- 3.8. To administer contests and sweepstakes.
- 3.9. To carry out Company's obligations and enforcing rights arising from any contracts entered into between you and the Company, including for billing and collection.
- 3.10. Research. Generating and reviewing reports and data, and to conduct research on the Company's user base and service usage patterns. To conduct research following internal review protocols to ensure the balancing of privacy and to use anonymized data for research. Use for internal purposes such as auditing. understand our users (what they do on our Services, what features they like, how they use them, etc.), improve the content and features of our Services (such as by personalizing content to your interests), process and complete your transactions, and make special offers
- 3.11. To fulfil any other purpose for which you provide us the information and/or for any other purpose with your consent.
- 3.12 To check your eligibility for certain products/services including but not limited to credit and payment products and provide access to the services being offered by us, our affiliates, banks, financial institutions or our lending partners.

#### **4. Sharing of the information**

- 4.1. We may disclose personal information that we collect, or you provide, as described in this privacy policy, in the following ways:
  - 4.1.1. General Information Disclosures
    - a. To our holding companies, subsidiaries and affiliates, which are entities under common ownership or control of the Company.
    - b. To contractors, advertisers/service providers, credit information agencies, analytics and research partners, other banks or financial institutions, insurers or intermediaries and other third parties whom we use to support our business (e.g. logistics and delivery, to collect payments), or

to improve your experience on our platform and 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.

- c. To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by the Company about the users of our Services are among the assets transferred.
- d. To third parties to market their products or services to you which we feel may be of interest or beneficial to you.

We contractually require these thirdparties to keep personal information confidential and use it only for the purposes for which we disclose it to them.

4.1.2. To fulfil the purpose for which you provide it.

4.1.3. For any other purpose disclosed by us when you provide the information.

- 4.2. Service Providers. We may share your information with outside vendors that we use for a variety of purposes, such as to send you communications via emails, messages or tele-call to inform you about the services and/or products that may be of interest to you, push notifications to your mobile device on our behalf, provide voice recognition services to process your spoken queries and questions, help us analyze use of our Services, process and collect payments, help us diversify the payment processing and collection methods available, and offer you special offers and services where available. Some of our products, services and databases are hosted by third party hosting services providers. We also may use vendors for other projects, such as conducting surveys, organizing sweepstakes for us, advertising, marketing and advertisement measuring purposes. We may share information about you with these vendors only to enable them to perform their services.
- 4.3. Credit Analysis. You hereby authorize and expressly consent for us to share your personal information with third parties, which may include lenders and Credit Information Companies ("**CIC**") to do an aggregate check of your credit profile for trying to make a wider variety of payment options available for you, some of which options may depend on the result of your credit analysis. Your credit score and/or credit information report (together "**Credit Information**") will be obtained on your behalf, through a 'soft enquiry' from the relevant CIC and we have no control over the content or accuracy of information provided in your Credit Information by CIC. We get this information from CICs for and on your behalf only when you agree to appoint us as your lawfully appointed authorized agent/representative for collecting your Credit Information from CICs. By consenting to use and avail your credit information report through us, you agree that we and the CICs shall be entitled to rely on your authorization and consent granted by you to us. You also consent to the sharing of your Credit Information with third parties by the CIC or us, for the purpose of checking your eligibility to avail of additional payment options and/or any other special offers.
- 4.4 Legal Purposes. We may share your information when we believe in good faith that such sharing is reasonably necessary in order to investigate, prevent, or take action regarding



possible illegal activities or to comply with legal process. We may also share your information to investigate and address threats or potential threats to the physical safety of any person, to investigate and address violations of this Privacy Policy or the Company's Terms of Service, or to investigate and address violations of the rights of third parties and/or to protect the rights, property and safety of the Company, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations on account of legal requests such as subpoena, court order or government demand to comply with the law.

- 4.4. Social Networks. If you interact with social media features on our Services, such as the Facebook Like button, or use your social media credentials to log-in or post content, these features may collect information about your use of the Services, as well as post information about your activities on the social media service. Your interactions with social media companies are governed by their privacy policies.
- 4.5. To enforce or apply our Terms of Use available at <https://meesho.com/terms-conditions> and other agreements, including for billing and collection purposes.
- 4.6. If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our users or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction of the Company, our users, our service providers, our payment processing partners etc.
- 4.7. Consent. We may share your information in any other circumstances where we have your consent.

## **5. Third Party links and services**

- 5.1. The Services may contain links to third-party websites. Your use of these features may result in the collection, processing or sharing of information about you, depending on the feature. Please be aware that we are not responsible for the content or privacy practices of other websites or services which may be linked on the Company's Services. We do not endorse or make any representations about third-party websites or services. Our Privacy Policy does not cover the information you choose to provide to or that is collected by these third parties. We strongly encourage you to read such third parties' privacy policies.

## **6. Anonymous or de-identified data**

- 6.1. We may anonymize and/or de-identify information collected from you through the Services or via other means, including via the use of third-party web analytic tools as described below. As a result, our use and disclosure of aggregated and/or de-identified information is not restricted by this Privacy Policy, and it may be used and disclosed to others without limitation.

## **7. Cookies**

- 7.1. Cookies are alphanumeric identifiers with a small amount of data that is stored on the user's device hard-drive containing information about the user, commonly used as an anonymous unique identifier. We may offer certain features only through 'cookies' and may also collect information about you using these cookies. Please note, a cookie

in no way gives the Company access to your device. Other websites may place their own cookies or other files on your device, collect data or solicit personal information from you, for which the Company shall not be held responsible or liable. We encourage you to read the privacy policies of all external sites. We also use cookies from third party partners for marketing and promotional purposes. Please note that most web browsers are set to accept cookies by default.

- 7.2. We strive to provide you with choices regarding the personal information you provide to us.

## **8. Security Precautions**

- 8.1. We ensure to maintain reasonable physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your information and to maintain data security. These safeguards take into account the sensitivity of the information that we collect, process and store and the current state of technology. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. The access to the Services is offered through the use of a secure server and adhere to our security guidelines to protect it against unauthorized access. However, by using the Services, the users accept the inherent security implications of data transmission over the internet and the World Wide Web which cannot always be guaranteed as completely secure, and therefore, there would always remain certain inherent risks regarding use of the Services.
- 8.2. We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your username, password, or other security information for your account with anyone. If we receive instructions using your username and password, we will consider that you have authorized the instructions for such use.

## **9. Permissible Age**

- 9.1. The Services are not intended for users under the age of 18 (eighteen), unless permitted under applicable local laws (Permissible Age). We do not knowingly collect any personal information from users or market to or solicit information from anyone under the age of 18 and use of our Services is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872.
- 9.2. If you are under the age of 18 years then you must use the Services under the supervision of your parent, or legal guardian. If we become aware that a person submitting personal information is under the age of 18 years, we will delete the account and any related information as soon as possible.

## **10. Data Retention**

- 10.1. A user can close an account by visiting the profile settings page on our website. A user may request for deletion of its personal information by raising a request with the Grievance Officer as per the provisions of Section 14 of this Privacy Policy. Notwithstanding the foregoing, we reserve the right to retain your personal information in accordance with applicable laws, for a period no longer than is required for the purpose for which it was collected or as required under any applicable law. We

may retain information about you for the purposes authorized under this Privacy Policy unless prohibited by law. Thereafter, we will either delete your personal information or de-identify it so that it is anonymous and not attributed to your identity. We may archive information to prevent, investigate, or identify possible wrongdoing in connection with the Service or to comply with legal obligations. We may also continue to retain your data in anonymised form for analytical and research purposes.

## **11. Job Applicants**

- 11.1. If your information is submitted to us through our Service when applying for a position with the Company, the information will be used to consider your application. We may retain your information for any period of time. This information may be shared with other companies for the purpose of evaluating your qualifications for the particular position or other available positions, as well as with third-party service providers retained by us to collect, maintain and analyze candidate submissions for job postings.

## **12. Your Consent**

- 12.1. By accessing or using the Services or by providing your information, you consent to the collection, use, storage, disclosure and otherwise processing of your information (including sensitive personal information) on the Services in accordance with this Privacy Policy. If you disclose to us any personal information relating to other people, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.
- 12.2. You, while providing your personal information in relation to the Services or any partner platforms or establishments, consent to us (including our other corporate entities, affiliates, lending partners, CIC's, technology partners, marketing channels, business partners and other third parties) to contact you through SMS, instant messaging apps, call and/or e-mail for the purposes specified in this Privacy Policy.

## **13. Changes to this Privacy policy**

- 13.1. We reserve the right to amend this Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, the features of our services, or advances in technology. Please check this page periodically for changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used. If we make any material changes to this Privacy Policy, we will post the changes here. Please review the changes carefully. Your continued use of the Services following the posting of changes to this Privacy Policy will constitute your consent and acceptance of those changes.

## **14. Grievance Officer**

- 14.1. In accordance with Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the name and contact details of the Grievance Officer are provided below:

Name – Murthy SN

Address - 3rd Floor, Wing-E, Helios Business Park, Kadubeesanahalli  
Village, Varthur Hobli, Outer Ring Road, Bellandur,

Bangalore, Bangalore South, Karnataka, India, 560103

email id: [legalsupport@meesho.com](mailto:legalsupport@meesho.com)

## **15. Contact us**

- 15.1. If you have any queries relating to the processing/ usage of information provided by you or the Company's Privacy Policy or if you would like to raise any other inquiries, you may email us at the contact information provided above under section 14 of this privacy policy.