

PRIVACY POLICY

This document contains the Privacy Policy (“Policy”) which is an electronic record pursuant to the provisions of the Information Technology Act, 2000 (“IT Act”), General Data Protection Regulations (“GDPR”) and Personal Data Protection Regulations (“PDPR”), Digital Personal Data Protection Act, 2023 (“DPDP Act”) and rules made thereunder which explains how the data is collected, processed, used, shared and protected. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures.

GENERAL

The domain, www.thenewshop.in along with its mobile application available on iOS and Android or any other operating system (hereinafter collectively referred to as the “Platform”) is owned, managed and operated by Accelerate Productx Ventures Private Limited, a company incorporated under the Companies Act 2013, having its registered office at C-39, East of Kailash, New Delhi-110065 (hereinafter collectively referred to as “New Shop”, “we”, “us” or “our”). For the purpose of these Terms herein, wherever the context so requires the term, “you”, “your”, or “user”, shall mean any person who visits, browses, uses or accesses the Platform or avail any of the Services (as defined below). New Shop is engaged inter-alia in the business of (i) development of software and hardware for inventory management, point of sale, automation, vendor management and e-commerce mobile applications; (ii) sourcing products from vendors and selling them to third parties and/or subsidiaries; and (iii) franchising/licensing New Shop System and Trademarks for operations of retail stores under the name and style of “New Shop” (the “**Business**”). It is clarified that by accessing, or using our Platform, you acknowledge that you have read, understand/understood, and agree to be bound by this Policy and to comply with all applicable laws and regulations. Further you are deemed to have agreed to this Policy and all the policies of New Shop. In case you do not agree to the following Policy, without any limitation or exclusions, you must refrain from accessing or using the Platform in any manner. The Policy contained in this electronic record read with other Terms and conditions and policies of New Shop, as available and uploaded on the Platform, or any other specific terms and conditions, as applicable or relating to the Services provided on the Platform which are incorporated herein by reference, shall constitute the entire legally and binding agreement between you and New Shop in connection with your access, usage, visit or use of the Platform for availing the Services, in any manner. You are requested to read this Policy carefully before accepting the same and moving forward to using and accessing the Platform or availing any of the Services. It is hereby clarified that the New Shop may, with or without a notice, at any time, revise the Policy and any other information contained on this Platform. New Shop may also make improvements or changes in the products, Services, or any other information described on this Platform at any time with or without any notice. New Shop reserves the right to change, modify, amend, or update the Policy, at its discretion, from time to time and such amended provisions of the Policy shall be effective immediately upon being posted/uploaded on the Platform.

PRIVACY

You agree that during your use and access of the Platform and/or availing of the Services offered by the Platform, you shall provide us with certain information and other data as mentioned under the Policy which may or may not be otherwise publicly available. Please note that we respect the privacy and confidentiality of such data and the provisions pertaining to such private information and data as provided by you, is governed by New Shop this Policy which is available at the Platform. By using and visiting the Platform and availing the Services, you agree to the terms and conditions of our Policy. Regarding your private information and data, we shall only collect, use, disclose or process such information and data which is in accordance with our Policy, which you accept by your use and by accessing the Platform and/or availing the Services on the Platform. Please note that we may share such data and information with third parties as required to be shared in the manner as set out under the Policy. You agree that the measures and procedures regarding storing and securing the data and information on the Platform is as stipulated in the Policy. You acknowledge, accept and agree that New Shop utilizes the standard security configurations for securing data and information on the Platform which is reasonable and sufficient security practice and procedure as per the industry standard and for the purposes of IT Act, General Data Protection Regulations (“GDPR”), Personal Data Protection Regulations (“PDPR”), Digital Personal Data Protection Act, 2023 (“DPDP Act”) and the rules and regulations made thereunder.

UPDATES TO THIS POLICY

This Policy was last updated in January, 2025. From time to time we may change our privacy practices. We shall not provide any prior notification before changing our Policy. We may post an updated copy on our Platform. Please check our site periodically for updates.

PERSONAL INFORMATION WE MAY COLLECT

Personal Information is any information which identifies you personally whether directly (for example, your name) or indirectly (for example, information about your use of our Services, addresses, phone number, etc.). Contact information: We shall collect your name, email, mobile number, phone number, street, city, state, pincode, country and IP address of your computer. Payment and billing information: We may collect your billing name, billing address and payment method when you place an order on our Platform. We never collect your bank details or other details pertaining to your credit or debit card on our Platform. Credit or debit card information shall be obtained and processed by our online payment partner when you opt for our Services. Feedback you post: We may collect the feedback you post on any public space on our Platform or any third-party social media site regarding our Services. Other information: We may collect information about your IP address and the browser you are using. We may look at what platform you came from, duration of time spent on our Platform, pages accessed or what site you visit when you leave us. We may also collect the type of mobile device you are using, or the version of the

operating system your computer or device is running. All these information helps us in improving/monitoring our Platform

WAYS IN WHICH WE COLLECT INFORMATION

We collect information directly from you when you place an order. We also collect information if you post a comment/review on our Platform or ask us a question through phone or email. We collect information from you passively: We use tracking tools like but not limited to Google browser cookies and web beacons for collecting information about your usage of our Platform. We get information about you from third parties: If you use an integrated social media feature on our Platform. The third-party social media site may give us certain information about you. This could include your name and email address.

USE OF YOUR PERSONAL INFORMATION

We may use the information you provide to contact you for confirmation of the order placed with us. We use information to respond to your requests or questions: We may use your information to respond to your questions or requests. We use information to improve our Services: We may use your information to customize your experience with us. This could include displaying content/information based upon your preferences. We use information to look at site trends and customer interests: We may use your information to make our website better. We may combine information we get from you with information about you we get from third parties. We use information for security purposes: We may use information to protect ourselves, our customers, or our Platform. We use information for newsletter: We may use your information to enroll you in our newsletter. We use information to send you transactional communications: We may send you emails or SMS about your order(s) or any other communication relating to your order(s). We use information as otherwise permitted by law.

SHARING OF INFORMATION WITH THIRD-PARTIES

We may make available to you Services, products, or applications provided by delivery executives for use on the Platform. If you choose to use such service, customer information related to those transactions may be shared with such delivery executives. We shall share information with third parties. We share information with vendors who help us manage our online registration process or payment processors or transactional message processors. Some vendors may be located outside of India. We shall share information with our business partners. This includes a third party like Platform administrators who helps in the operations of the Platform. Our partners use the information we give them as described in their privacy policies. We may share information if we think we have to in order to comply with the law or to protect ourselves. We shall share information to respond to a court order or summon. We may also share it if a government agency or investigatory body requests or, when we are investigating potential fraud. We may share

information with any successor to all or part of our business. For example, if part of our business is sold we may give our customer list as part of that transaction. We may share your information for reasons not described in this Policy.

THIRD PARTY SITES

If you click on one of the links to third party websites, you may be taken to websites we do not control. This Policy does not apply to the privacy practices of those websites. Read the privacy policy of other websites carefully. We are not responsible for these third-party sites.

STORAGE OF PERSONAL DATA

We retain your personal data for no longer than necessary for the purpose(s) for which it was provided. What this means in practice will vary between different types of data. When determining the relevant retention periods, we take into account factors including: legal obligation(s) under applicable law to retain data for a certain period of time; statute of limitations under applicable law; potential or actual disputes; and guidelines issued by relevant data protection authorities. Otherwise, we securely erase your personal data from our systems when it is no longer needed.

CHILDREN'S PRIVACY PROTECTION

We understand the importance of protecting children's online privacy. The Platform is not designed for or intentionally targeted at children under the age of 18 (eighteen). It is not our policy to intentionally collect or maintain information about anyone under the age of 18 (eighteen). If we obtain actual knowledge that we have received such information, we shall take steps to delete it.

CODE OF CONDUCT

With respect to your information, we shall only use your information in accordance with the Policy of New Shop/ Platform applicable to the use of the Platform. It is also clarified that you shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any product/service, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any product/service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve the right to bar any such activity. You agree that you shall not attempt to gain unauthorized access to any portion or feature of the Platform or any feature pertaining to availing of Services or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the product/Services offered on or through the Platform, by hacking, password “mining” or any other illegitimate mean. You agree that you shall not probe, scan or test the vulnerability of the Platform or any network

connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other customer/user/member of New Shop /Platform including any account on the Platform not owned/operated/managed by you, to its source, or exploit the Platform or any product/service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform. You agree that you will not use the Platform or any content thereof for any purpose which is unlawful or prohibited by the Policy or to solicit the performance of any illegal activity or other activity which infringes the rights of New Shop/Platform, its users and/or others third parties. You agree that you shall, at all times, ensure full compliance with the applicable provisions of the IT Act, GDPR, PDPR, DPDP Act and the rules thereunder as applicable and as amended from time to time and, also all applicable laws, rules and regulations and international laws, statutes, ordinances and regulations regarding availing of the Services and the transactions between you and the Platform. Further, you agree that you shall not solicit (directly or indirectly) any other users of the Platform to avail the Services of the Platform being displayed on the Platform, either independently or through a third party except through the New Shop/Platform. The user shall indemnify and hold harmless the New Shop, its owners, licensees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from all losses, claims, damages, penalties, costs, expenses, demands, actions (including reasonable attorneys' fees) suffered or incurred by the Platform due to or arising out of breach of this Policy of New Shop/Platform.

EMAIL OPT-OUT

You can opt out of receiving our emails offering our Services. To stop receiving our promotional emails, please email at productxventures@gmail.com. It may take about ten days to process your request.

RIGHTS OF THE USER

Rights? What rights do you have?

1. Right to be informed: You have the right to be provided with clear, transparent and easily understandable information about how we use your personal data and your rights. This is why we are providing you with the information in this Policy.
2. Right of access: You have the right to obtain access to your personal data (if we are processing it) and certain other information (similar to that provided in this Policy). This is so you are aware and can check that we are using your personal data in accordance with data protection law.

3. Right to rectification: You are entitled to have your personal data corrected if it is inaccurate or incomplete.
4. Right to erasure: This is also known as ‘the right to be forgotten’ and, in simple terms; enable you to request the deletion or removal of your personal data where there is no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.
5. Right to restrict processing: You have the right to ‘block’ or suppress further use of your personal data in certain circumstances. When processing is restricted, we can still store your personal data, but may not use it further.
6. Right of data portability: You have the right to obtain and reuse your personal data in a structured, commonly used and machine-readable format in certain circumstances. In addition, where certain conditions apply, you have the right to have such information transferred directly to a third party.
7. Right to object to processing You have the right to object to us processing your personal data for our legitimate business interests or for direct marketing purposes (including in each case any related profiling).
8. Right to withdraw consent to processing If you have given your consent to us to process your personal data for a particular purpose (for example, direct marketing), you have the right to withdraw your consent at any time (although if you do so, it does not mean that any processing of your personal data up to that point is unlawful).
9. Right to make a complaint to the data protection authorities You have the right to make a complaint to the Information Technology Department of India, if you are unhappy with how we have handled your personal data or believe our processing of your personal data does not comply with data protection law.

SECURITY INFORMATION

We implement security measures designed to protect user information from unauthorized access, loss, use, alteration and storage using standard, industry-wide, commercially reasonable security practices and procedures as required by applicable law, including, without limitation, encryption and firewalls.

LIABILITY

In no event shall we, or our employees, partners or customers be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access of the Platform; availing Services. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law. New Shop/Platform shall accept no liability for any loss or damage suffered due to the user’s reliance

on the clients' reviews/testimonials. The user understands and agrees that (i) New Shop/Platform is not involved in providing any other Services except for the services defined herein. the Platform is not liable for interaction, communication, dealing and transaction between the user and any third party who is not an affiliate of New Shop. (ii) New Shop/Platform shall not be liable for any content/information posted, transmitted, exchanged or received by or on behalf of any user or another person on or through the Platform and any unauthorized access to or alteration of your transmission or data; New Shop and the affiliates of New Shop, shall not be responsible for any inaccurate/ incorrect information provided by the User on the Platform. User releases New Shop from any and all liabilities, losses, claims and damages that may arise out of or in connection with the disclaimers as mentioned under these Terms and further agrees to hold harmless and indemnify New Shop in this regard.

DISCLAIMER

You acknowledge that by using Platform, you understand and agree to assume the risks involved in your usage of Platform. You acknowledge that no security system is impenetrable and therefore, we do not guarantee, in whatsoever manner, the security of the database; and user Information you provide to us, you do so at your own risk. We do not take responsibility and disclaims all liability, in whatsoever manner, towards the manner or purpose of collection, storage, disclosure and safeguards ensured in relation to the information collected by the users, by means other than that of Platform. We do not guarantee that User information will not be intercepted while being transmitted over the internet or any other modes of wireless communication. We endeavor to keep the user Information secure, however, we do not guarantee protection against accidental disclosure or unauthorized acts by third-parties.

SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this Policy, or portion thereof, to be unenforceable, that portion shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties (the user and New Shop collectively) as reflected by that provision. The remainder of the Policy shall continue in full force and effect.

INDEMNITY

In addition and not in derogation of the specific indemnities provided by you to New Shop/Platform under this Policy of New Shop/Platform, you agree to indemnify, defend and hold harmless the New Shop and its affiliates, officers, directors, employees, consultants, representatives, shareholders, contractors, users and agents etc. against any and any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising out of or in connection with any claim, suit, action, or other proceeding brought against New Shop/ Platform or such party, to the

extent such Losses are based on or arising out of or in connection with; (a) any breach or non-performance of any of the Policy of Policy of New Shop/Platform with respect to use and access of the Platform, Services; (b) truthfulness and correctness of the information provided by the User at the time of availing the Services; (c) any third party due to, or arising out of, or in connection with, your use of the Platform and/ or availing of consultation services; (d) breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property right) by you.

WAIVER

No provision of the Policy shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the New Shop. Any consent by New Shop to, or a waiver by New Shop of any breach committed by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

GRIEVANCE OFFICER

In accordance with IT Act and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Kartikay Singh

Email ID: Kartikay.singh@thenewshop.in

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These Terms will be governed by and construed under the laws of India (without reference to rules of conflict of laws thereof). Subject to the arbitration mentioned below under the courts of competent jurisdiction at Delhi, India shall have exclusive jurisdiction.

If any claim, dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of these Terms including any question regarding its existence, validity or termination of the execution of this Agreement, whether before or after the termination, abandonment or breach of this Agreement (“**Dispute**”), the parties shall seek to resolve any such Dispute by mutual consultation and negotiation in good faith. In the event, the parties are unable to, within ten (10) days, reach a resolution, such Dispute shall be settled by binding arbitration as mentioned in this Sub-Clause. The Dispute shall be referred to final and binding arbitration under the (Indian) Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be in Delhi. All proceedings of such arbitration shall be in the English language.