

PRIVACY POLICY

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER, 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 (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS AND USE OF <https://www.capximize.com> and <https://app.capximize.com> (HEREINAFTER REFERRED TO AS THE “PLATFORM”).

THE PLATFORM IS OWNED AND OPERATED BY CAPXIMIZE INDIA PRIVATE LIMITED (HEREINAFTER REFERRED TO AS “THE COMPANY”, “WE”, “US” OR “OUR”).

YOUR USE OF THIS PLATFORM OR PROVISION OF ANY INFORMATION ON THE PLATFORM CONSTITUTES YOUR AGREEMENT TO THIS PRIVACY POLICY AS MAY BE AMENDED FROM TIME TO TIME; DO NOT USE THE PLATFORM OR PROVIDE INFORMATION IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY AS SPECIFIED HEREIN.

THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND COMPANY AND GOVERNS YOUR RELATIONSHIP WITH THE COMPANY. THE TERMS OF THIS PRIVACY POLICY WILL BE EFFECTIVE UPON YOUR ACCESS AND USE OF THE PLATFORM. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OR HAVE ANY OBJECTION TO GRANTING YOUR CONSENT AS STATED HEREINABOVE, KINDLY DO NOT DOWNLOAD, INSTALL OR USE THE PLATFORM.

1. Privacy Notice

This privacy policy is aimed and intended to provide the users of the Platform and registered members with information in relation to the online practices

pursued by the Company especially with respect to the personal information provided by the users/registered members on the Platform.

2. The Platform

The Platform is solely a forum which connects entities having surplus manufacturing capacity (hereinafter referred to as “**Capximizers**”) with entities which are seeking to use such surplus capacity for their manufacturing needs (“**Capximizees**”). As part of its services, the Company matches requirements of the Capximizees requiring surplus manufacturing capacity with the existing database of Capximizers available on the Platform, and shares the details and information of the relevant Capximizers who match such requirements with the Capximizees. Capximizees and Capximizers shall be hereinafter collectively referred to as “**Users**”.

3. Information that we collect about you

3.1. General

The Platform may collect personal and non-personal information about the Users. Such information and data may be collected on the basis of the information that you provide to the Platform or collected using technologies as more particularly set out in this Privacy Policy.

Please note that the access and use of the Platform is restricted for persons above the age of 18 only. Our Platform and services are not intended for minors and the Company does not target any of its services to minors. The Company does not knowingly collect Personal Information from minors. If you are under the age of 18, please do not register to use the services and do not provide us with any Personal Information.

3.2. Personal Information

“Personal Information” means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

We may collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data may be derived from your Personal Information but may not be considered as Personal Information in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific feature on the Platform. However, if we combine or connect aggregated data with your Personal Information so that it can directly or indirectly identify you, we treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.

- 3.3. You have the right to request us to discontinue the collection or use of your Personal Information. However, please note that in case of such request, we may be unable to provide certain services on the Platform or permit continuance of your registration on the Platform.

4. Collection of Personal Information

4.1. When you provide the Personal Information

- (a) At the time of registration, the Company shall require you to provide your name/surname, contact email-id and contact Mobile number to enable you to register on the Platform and create an account. While creating your account, you will provide a username and password to enable you to access the Platform. At the time of registration, information provided by you may be validated through a one time password (OTP) provided on the mobile

number shared by you or similar mechanism as the Company may determine. Such OTP will be provided on the Platform by you for validation of your credentials. Please note that the name, surname and mobile number provided by any User on the Platform is maintained in an encrypted form. However, email-ID which is the primary key for login purposes is not encrypted.

- (b) In addition, upon completion of your registration, the Platform also requires you to provide information in relation to your business entity such as name of the Business Entity, CIN Number, GST Number(s) and Pin code of the manufacturing plant location. To avail services on the Platform, Capximizers will be required to provide certain mandatory information pertaining to their gross capacity, surplus available and capability in the manner as provided on the Platform.
- (c) Similarly, you may also provide information relating to any licenses, certifications and registrations which are applicable to your business which will be stored in the Platform's databases. Illustratively, such information may include building plan approval & factory license, Boiler Inspection Certificates, Explosives License (For Specific Solvents & Material Storage), Fire NOC, Drug License, Loan License issued By State FDA, GMP Certified Facility by State / Central Authority, GMP Certified Facility - WHO / International Regulatory, ISO Certification, etc.
- (d) Capximizees may further provide information in the form of queries raised from time to time for seeking surplus manufacturing capacities. The Platform further collects additional information pertaining to Capximizees' requirements which enables filtering and shortlisting of potential Capximizers who have the surplus manufacturing capacity and capability to serve the requirements of the Capximizees.

4.2. Collection of data through Automated Technologies

While the Platform does not generally collect information through automated means, however, please note that the (a) IP address of the computer from which you have last accessed the Platform and (b) transactional and historical usage data of a Capximizee is collected by the Platform when you access or use the Platform. The IP address is collected to validate credentials of a User and to ensure that any data provided is not fabricated or manipulated by a third party. The transactional and historical usage data will be limited to the last 10 queries by the Capximizee on the Platform and is used primarily to analyse a User's behavior and to improve the services provided on the Platform.

5. Use and disclosure of data collected on the Platform

5.1. Personal Information

- (a) We will only use and disclose your Personal Information for activities which are permitted to be performed by the Company whether on the Platform or otherwise, and as per the terms of this Privacy Policy and Terms of Use. Such activities shall include:
 - (i) Use and disclosure of information for undertaking search and/or referral services. For example, Capximizees may provide their requirements on the Platform which shall be matched against the information provided by Capximizers. We may further pursuant to such process, share information of the matched Capximizers with the Capximizees. The Company and/or Platform may further undertake its own filtering process and share information of the Capximizers or Capximizees, as the case may be, to the other User(s) based on any requirements communicated by such User to the Company.

- (ii) Use of certain information (GST / CIN and mobile number) for validating and verification of the information and data provided on the Platform.
 - (iii) Use of information for communications, newsletters, and other industry specific value added data with the users. Such communication may include information about any products or services offered on the Site, products or services offered by our partners and affiliates, usage related communication, information on service requests etc.
 - (iv) We will further utilize the information for conducting data analytics, creating a database of information about the users, building and improving on models, assessing and analyzing information to improve the search and to understand usage patterns, customer behaviour and customer preferences.
- (b) Except as provided under this Privacy Policy document, we do not disclose any Personal Information or sell, rent, lease, license the use of any Personal Information which is collected on the Platform. However, we may disclose information to:
- (i) Agents or sub-contractors who provide services to the Company. These may include (A) Data analytics services (B) Customer support services (C) Marketing and advertising services which are outsourced to third parties (d) KYC checks before and after registration. These agents and contractors are only allowed to use the information shared with them for the specific tasks we have requested them to do and consistent with this Privacy Policy, and for no other purposes. The Company takes steps to ensure that all

service providers with access to Personal Information are capable of protecting the information we share with them.

- (ii) **Payment Systems:** Your information may be disclosed to payment systems providers for processing of any payments on the Platform.
 - (iii) **Legal Disclosures:** We may disclose your Personal Data as required or permitted by law and/or to comply with a judicial proceeding, court order, or legal process. We take suitable actions to limit the extent of such disclosure to only comply with any specific legal requirements.
 - (iv) **Business Transfers:** In the event of any merger, investment in or acquisition of the Company or its assets or part thereof, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets, we may disclose or otherwise transfer information about our users, including Personal Data, to an acquirer, successor, or assignee.
- (c) Available log records and all data stored on our servers may be accessed by our system administrators for technical purposes only with the use of licensed tools.

5.2. Non-Personal Information or Aggregated Information

- (a) As stated above, Non-Personal Information and Aggregated Information is collected and prepared after removing any personal identifiers which may directly or indirectly associate with the user.
- (b) Such Non-Personal Information or Aggregated Information may be utilized for assessing and analyzing the efficacy of the Services offered on

the Platform, creation of new products or services, whether or not connected with the services offered on the Platform and for general business or marketing purposes. We share aggregated, automatically-collected or otherwise non-personal information with third parties. We may utilize, share and disclose such Non-Personal Information / Aggregated Data for various purposes, including (i) compliance with reporting obligations; (ii) for business or marketing purposes; (iii) to assist us and other parties in understanding our users' interests, habits and usage patterns for certain programs, content, services, advertisements, promotions and/or functionality available through the Platform including search engine optimization and search engine management services provided by search engines like Google which help improve the visibility of the Platform by analyzing behavior and pattern of users accessing and visiting the Platform whether with, or without, registering or logging in to the Platform.

- (c) However, we ensure that while disclosing such Non-Personal Information, any personal identifiers are removed or encrypted using appropriate technical practices and technology to prevent an identification of the person whose information is being used.

6. Security

- 6.1. The Company has placed reasonable technical, organizational, administrative and physical controls to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information. We also ensure that our security practices are updated at regular intervals to maintain compliance with applicable laws. The security is designed at the coding level by masking data, user level by restricting the views based on roles and responsibility, infrastructure level and IP level by means of configured firewalls.

- 6.2. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your devices, and you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and updated by you. You can access and update much of the information you provided us.
- 6.3. Further, the Company will not be responsible for any third party access to your information on the Platform which is provided by you.

7. Disclaimers and Limitation of Liability

- 7.1. Without prejudice to anything stated herein and in addition to the disclaimers provided elsewhere in this policy, the users/members by accessing the Platform and/or registering as a user on the Platform specifically acknowledge and understand that whilst the Company shall make all reasonable endeavors to protect and secure the confidentiality of the information provided by the users/members, the Company shall not be liable in the following circumstances (please note that this is not an exhaustive list and the specification of any instances hereinbelow shall be in addition to other defenses which may be applicable to the Company under applicable laws):
- (a) Credit Fraud or other criminal offences committed by any third party with the use of credit cards/debit card etc. or other bank details provided by the members/users which fraud or offence has been committed in spite of the reasonable security measures adopted by the Company as part of its Platform infrastructure or where such fraud or criminal offence is committed owing to negligence, acquiescence or connivance or assistance,

whether voluntary or involuntary of the user/member. The Company shall operate and maintain the Platform in accordance with the rules set by its payment processor.

- (b) Unauthorised Use (i.e. use, reproduction, distribution, disposition, or any other activity, including, without limitation, decompilation, reverse engineering, modification or disassembly etc. without the authorisation from the Company) or Unauthorised access (access, or to attempt to access, or to penetrate, or attempt to penetrate by any third party's computer software or electronic communications system, including, without limitation, hacking, introduction of any virus, malware, spyware, trojans, any intrusion resulting in the corruption or loss of data etc.) of the Platform by a user/member or by any third party which may cause any loss or damage to the user/member or the third party where such unauthorized use or access could not be prevented despite reasonable safety precautions undertaken by the Company.

8. Log Files

Like most standard software application servers, we use log files. This includes IP (internet protocol) addresses, browser type, ISP (internet service provider), referring / exit pages, platform type, date / time stamp and number of clicks to analyze trends, administer the Platform, track user's movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information. The same may be used to track the behavior of the Users or identify the area of interest of the Users, which might further be useful for advertisement, promotions etc.

9. Cookies and other automated technologies

- 9.1. Presently, the Platform does not use any cookies as part of its technical design. However, in the event that any cookies are proposed to be used, the Company will inform its users through an update to the terms of this Privacy Policy. Any continued access or use of the Platform by a User will imply its acceptance to such revised policy.

10. Contact Us

The “Contact Us” feature available on the Platform may require you to provide information pertaining to the nature of issue or query which you may raise. While usually no personal information is required to enable the Company to provide support services, the Company may require you to provide certain personal information to enable the resolution of the queries. Such personal information, if provided, shall be used solely for resolution of the issues or queries raised and not otherwise.

11. Data Retention

We will only keep your Personal Information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. This means, for instance, that we will retain your Personal Information for as long as you use the Platform or services and for such further period as may be required for ensuring compliance with applicable laws. Once you decide to terminate your use of the Platform, we will delete or anonymize your Personal Information within a reasonable timeframe, unless we are required to retain it for other reasons including prescribed retention under applicable laws, audit or taxation purposes, legal disputes etc.

12. Changes in this Privacy Policy

The Company reserves the right to change this policy from time to time, at its sole discretion. We may update this privacy policy to reflect changes to our information practices. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy on the home page, and other places we deem appropriate, may also elect to send users a notice of any changes via e-mail.

13. Contact

If you wish to contact us to provide any feedback or if you have any queries, you may contact us using the details provided in the “Contact Us” Tab provided on the Platform.

Please refer to the terms of use for information on grievance redressal mechanism.

Last Updated on: 10th September 2021