

## **Privacy Policy**

### **APL Apollo Tubes Limited**

#### **I. Introduction**

This Privacy Policy explains how APL Apollo Tubes Limited (hereinafter referred to as “APL APOLLO TUBES”, “we”, “us”, “our”) may collect, use, store, disclose or otherwise process your personal data including personal data provided when using our websites or/and mobile app (APL APOLLO TUBES websites and AALISHAAN mobile application) and describes the rights you have with respect to your personal data. APL APOLLO TUBES is committed to providing the highest level of protection regarding the processing of their employees’, vendors’ and clients’/customers’ personal data based on applicable data protection laws and regulations.

Personal data comprises all the details that APL APOLLO TUBES collects and processes directly or indirectly about you as an individual, for instance information about your identity and contact details (such as name, email-ID, contact number, location), including information received from third parties and information collected through use of our websites, cookies, or other similar tools. APL APOLLO TUBES will first and foremost comply with local law where it exists.

#### **II. Processing Personal Data**

APL APOLLO TUBES may process your personal data where such relevant personally identifiable information is required to be processed for legitimate APL APOLLO TUBES purposes as follows, but not limited to:

- Processing applications for products and services.
- Providing products and services; (It is not feasible for an organization to provide product/ service without processing)
- Monitoring and improving our website and its content.
- Conducting market research and surveys with the aim of improving our products and services.
- Sending you information about our products and services for marketing purposes and promotions.
- Complying with applicable local or foreign law, regulation, policy, voluntary codes, directive, judgement, or court order, as well as any contractual obligation pursuant to agreements between APL APOLLO TUBES and any authority, regulator or enforcement agency or body or any request coming from said entities.
- Establishing, exercising, or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings.
- Surveillance of premises. (Video Recording)
- APL APOLLO TUBES processes your personal data for the performance of the contracts/agreements concluded with you, compliance with applicable legal or regulatory obligations or APL APOLLO TUBES legitimate interests to provide you with adequate and qualitative products and services and to prevent against any excessive risk. Where providing the

data is optional, and you choose not to share personal data, features like personalization that use such data will not work for you.

### **III. Access to Personal Data**

Your personal data processed by APL APOLLO TUBES will only be accessible by a limited list of recipients on a need-to-know basis or where required by law. Our policy does not apply to third-party websites where our online advertisements are displayed, nor to linked third-party websites which we do not operate or control. To the extent permitted by law, APL APOLLO TUBES may record and monitor your communications with APL APOLLO TUBES to ensure compliance with our legal and regulatory obligations and our internal policies.

### **IV. Retention of Personal Information**

Your personal data processed by APL APOLLO TUBES are kept in a form which permits your identification for no longer than is necessary for the purposes for which the personal data are processed in line with legal, regulatory, or statutory obligations. At the expiry of such periods, your personal data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.

### **V. How to Access and Control your Personal Data?**

Subject to applicable law, regulations and/or industry guidelines, you may have the right to invoke a data subject right in relation to your personal data being processed by APL APOLLO TUBES. APL APOLLO TUBES may be allowed by law, in case of excessive or manifestly unfounded request, to charge a fee for fulfilling your request, subject to applicable conditions. APL APOLLO TUBES shall provide information on action taken on a request pertaining to the Data Subject Rights without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months where necessary, considering the complexity and number of the requests. APL APOLLO TUBES shall inform the data subject of any such extension within one month of receipt of the request, together with the reasons for the delay.

To invoke your data subject rights, please send an email to [info@aplapollo.com](mailto:info@aplapollo.com).

Finally, note that you are entitled to lodge a complaint with a competent Data Protection Authority where existing, concerning APL APOLLO TUBES's compliance with the applicable data protection laws and regulation.

### **VI. Security**

The security and confidentiality of your Personal Data is important to us, and APL APOLLO TUBES has invested significant resources to protect the safekeeping and confidentiality of your personal data. When using external service providers acting as processors, we require that they adhere to the same standards as APL APOLLO TUBES. Regardless of where your personal information is transferred or stored, we take all steps reasonably necessary to ensure that personal data is kept secure.

### **VII. Social Media**

APL Apollo Tubes operates channels, pages, and accounts on some social media sites to inform, assist and engage with employees, vendors, and clients/ customers. APL APOLLO TUBES monitors and records comments and posts made on these channels about APL APOLLO TUBES to improve its products and services. Please note that you must not communicate to APL APOLLO TUBES through such social media sites the following information:

- Confidential personal data, including any information regarding your financial situation, bank account details, transactions, etc.
- Sensitive personal data including:
  - special categories of personal data meaning any information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation and
  - other sensitive personal data such as criminal convictions and offences and national identification number; and excessive, inappropriate, offensive, or insulting information towards individuals.

APL APOLLO TUBES is not responsible for any information posted on those sites other than the information posted by its employees on its behalf. APL APOLLO TUBES is only responsible for its own use of the personal data received through such sites.

#### **VIII. Aalishaan Mobile Application**

User Terms and Conditions - These terms and conditions constitute an Agreement that you enter of your own volition with APL Apollo Tubes Ltd. These terms bind the user with respect to the for the usage of the Aalishaan with APL Apollo (hereinafter referred to as "App"). Please read these carefully before starting to use the App. By downloading the App, or registering accounts, you acknowledge that you have read and that you have agreed to be bound by these terms and conditions and to always follow them.

Google Play

<https://play.google.com/store/apps/details?id=com.mover.aplapollo>

App Store

<https://apps.apple.com/in/app/beautiful-home-with-apl-apollo/id1575548591>

The Website is owned and operated by APL Apollo Tubes Ltd. ("the Company"), with its registered office at 37, Hargovind Enclave, Vikas Marg, Delhi-110092, incorporated under the Indian Companies Act, 1956. You represent and warrant you possess the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein. You also

acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this site and our online activities and does not apply to any of our offline activities.

**a. Disclaimer of Warranties and Limitation of Liability**

Your access to and use of software and other materials on, or through, this App is solely at your own risk. We make no warranty whatsoever about the reliability, stability, or virus free nature of such software. We have taken reasonable steps to ensure the information provided by us on this App is accurate at the time you view it. However, we cannot and have not checked the accuracy of all information provided by outside sources for information provided by outside sources for example by the providers of other information, or of other parties linked to or from the App. Commentary and other materials posted on our App are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor or user of our App, or by anyone who may be informed or act upon any of its contents. We aim to ensure that availability of the App will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed, and we reserve the right to withdraw or amend the service we provide on the App without notice. Also, your access to the App may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We will not be liable if for any reason our App is unavailable at any time or period.

**b. Disclaimer of Warranty**

We disclaim all warranties relating to the information, software, products, and services contained in this App. All such information is provided 'as is' without warranty of any kind. We hereby disclaim all warranties and conditions about this information, software, products, and services contained in this App including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. Limitation of Liability In no event will the company be liable for any direct, special, indirect, incidental, consequential (including among other things loss of revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of:

- Access to, or use of this web site, or delay or inability to use this web site, or any information contained in this web site; or,
- The availability and utility of products and services

**c. Indemnity**

The user agrees to indemnify the company from and against all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from the use of this website, including without limitation, any claims alleging facts that if true would constitute a breach by you of these terms and conditions.

**d. User Responsibility**

- User Access – Upon registration with the App, User will create a password and a username. User should take precaution to ensure that such password or username always remain in their possession. They shall be held fully responsible for all actions and activities that take place under their password and username.
- Information we collect – We may collect information about you from a variety of sources, including information we collect from you directly; information we collect about you when you visit and/or use the App, use our services, or view our online advertisements; and information we collect about you from other sources (as permitted by law) including our authorized dealers.

Such information may include, but will not be limited to the following:

- Name, email address, postal address
- Username and password
- Phone number or mobile number
- Age
- Gender
- Date of birth
- Demographic information
- Location
- Photographs or videos
- Future communication preferences

Communication (Specify the way we will communicate with the User)

- Text Message- OTP and Forgot Password
- Email
- Phone

**e. Access**

The Company shall not be responsible for any harm arising out of incomplete or inaccurate and any personal information which is not up to date.

**f. The Service**

The App shall be used for the following purpose:

- Finding beautiful design for home decoration
- Searching the nearest fabricators to make the designs.
- Fabricators will get online orders for steel.
- Fabricators will get online orders for steel fabrication.

You agree to not abuse the App. 'Abuse' includes, without limitation, using the App to:

- Defame, harass, stalk, threaten, abuse, or otherwise violate others' rights as defined by applicable law.
- Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading, or transmitting corrupt files or computer viruses.
- Violate applicable intellectual property, publicity, or privacy rights, including, without limitation, by uploading, downloading, or transmitting materials or software.
- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright, or trademark.
- Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- Download or upload files that are unlawful to distribute through the App.
- Transmit any information or software obtained through the App, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the App.
- Cause an excessively large load on the infrastructure of the App.
- Falsely use a password or personal identification number during logging into the App or misrepresent one's identity or authority to act on behalf of another.
- Violate this Agreement, in the opinion of the Company, in any other manner.

#### **g. Ownership**

The Company shall exclusively own any and every information related with the App, either hosted on it or which is used in any manner to make the App operational. Any data or information generated out of user interaction with the App will at the time of such generation, immediately come in the ambit of the ownership of the Company. Such data or information shall be protected under the Copyrights Act, 1957 and the Copyright Laws of all other countries worldwide under the Berne Convention. All rights are reserved, and no part of this App shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means electronic, electrostatic, magnetic tape, mechanical, printing, photocopying, recording or otherwise including the right of translating in any language without the prior written consent of the Company.

#### **h. Disputes**

Any dispute or difference relating to the website shall be referred to the Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment of the

same. Reference shall be made to three Arbitrators, wherein, each party shall appoint one Arbitrator and the two appointed arbitrators shall in turn jointly appoint the third Arbitrator. The venue of the Arbitration shall be Delhi and the language of the Arbitration shall be English. Any legal actions pertaining to this website shall be commenced within the competent courts in Delhi to the exclusion of other courts.

#### **IX. Information Security**

We are committed to keeping personal information secure. We limit access to personal information only to those who have a business need. When we collect or transmit sensitive information, we use industry standard methods to protect that information.

#### **X. Information Retention**

Unless specifically mentioned otherwise, information provided by you shall be retained for as long as it is necessary to fulfil the purposes outlined in this policy or the purposes of which you have otherwise been informed. This means that once you have consented to our processing of your personal data, we will retain your data in accordance with the consent given and/or until you revoke your consent. If you have revoked your consent, we may nevertheless retain certain personal data for the period required for us to meet our legal obligations and defend ourselves in legal disputes. If we have not obtained your consent to the processing, the data will only be retained for as long as such a period as permitted by law.

#### **XI. Information Transfer**

Your personal information may be processed in a country other than the one in which it was provided. When we do so, we take into consideration the applicable data protection laws for the transfer of personal information. We take steps to protect personal information no matter what country it is transferred to for processing.

#### **XII. Awareness & Training**

At APL Apollo, we annually conduct training and awareness sessions for our employees regarding cyber security. Through these training we try to provide our employees with an array of situations and solutions on how to deal with cyber threat.

#### **XIII. Reporting of Breaches and Disciplinary Actions**

In the event of any breaches to this policy or if an employee wishes to raise a complaint regarding suspicious activities, they can follow the procedures outlined in our whistleblower policy, which also includes contact details for the vigilance officer. Violations of the privacy policy by any of our stakeholders are dealt with swiftly, and strict disciplinary action is taken against the individuals involved.

#### **XIV. Review and Amendment**

APL APOLLO TUBES may in its absolute discretion update this policy from time to time. The use of the APL APOLLO TUBES Websites and any products and services supplied are subject to our Terms and Conditions.

**XV. Who to Contact**

If any of our stakeholders have any questions regarding this privacy policy or the protection of your personal data, you may reach out to APL APOLLO TUBES's Team at [info@aplapollo.com](mailto:info@aplapollo.com)