



## Privacy Policy

This **Privacy Policy** (“**Privacy Policy**”) describes what information M/s. Butterfly Gandhimathi Appliances Limited (the “**Company**”, “**we**”, “**us**”, “**our**”) with its registered office at No. 143 Pudupakkam Vandalur-Kelambakkam Kelambakkam – 603103, as the owner and operator of the website [www.butterflyindia.com](http://www.butterflyindia.com) (the “**Website**”), may collect from a user (“**you**”, “**your**” or “**User**”), when you visit our Website, buy our products or avail any of our services (collectively the “**Services**”) and how we use, process, disclose and try to protect such information.

This Privacy Policy forms an integral part of the Company’s Terms of Use which govern your access to and use of the Website and the Services. For the purposes of this Privacy Policy, unless defined hereunder, all capitalized terms shall have the meaning ascribed to them in the <https://www.butterflyindia.com/terms-of-use/>

Our Website and Services are designed to comply with Indian law, and this Privacy Policy is published in compliance with, *inter alia*:

- (a) Section 43A of the Information Technology Act, 2000 (“**IT Act**”);
- (b) Rule 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“**SPDI Rules**”); and
- (c) Regulation 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“**Intermediary Guidelines**”).

We have therefore created this Privacy Policy to inform you and obtain your consent in relation to the type of personal information (including sensitive personal data or information) (“**Personal Data**”) we collect from you, how we use it, persons with whom your personal data can be shared and what options you have to limit our use of such personal data.

### General Terms

- (a) By accessing or using the Website or the Service, or by otherwise giving us your information, you confirm that you have the capacity to enter into a legally binding contract under the Indian Contract Act, 1872, and have read, understood, and agree with the privacy practices described in this Privacy Policy, and the collection, storage and processing of your information in accordance with them. Please go through this Privacy Policy in detail and contact us if you have any questions or require any clarifications.
- (b) You hereby consent to our collection, storage, processing, use, sharing, disclosure, or transfer of your Personal Data as described in this Privacy Policy. We reserve the right to change, modify, add or delete portions of the terms of this Privacy Policy, at our sole discretion, at any time. While the Company will periodically inform you of this Privacy Policy or any material changes to this Privacy Policy that the Company makes, you are responsible to check this page regularly to make note of any changes. Your continued use of the Services means that you accept and agree to the changes in the Privacy Policy.



- (c) If you are accessing or using Services or the Website from an overseas location, you do so at your own risk, and shall be solely liable for compliance with any applicable local laws.
- (d) If you do not agree with any of the terms and conditions of this Privacy Policy, please do not proceed further to use this Website or any Services.

## **1. What type of Personal Data do we collect?**

We collect Personal Data in two ways:

### **1.1 When you give it to us or give us permission to obtain it.**

When you use our Website, register with us for availing the Services, inquire about our products, post feedback, participate in any online survey or fill out any contact forms for us to assist you on the request raised by you, you voluntarily give us certain Personal Data such as your [name, billing address, shipping address, email address, and phone number]. While undertaking such activities, you may also be required to provide certain sensitive personal data or information (“SPDI”).

SPDI refers to personal information relating to a person's:

- passwords;
- financial information, including information relating to bank accounts, credit cards, debit cards, and other payment instrument details;
- physical, physiological, and mental health condition;
- sexual orientation;
- medical records and history; and
- biometric information.

SPDI also includes any details relating to the above if the person provides the data to a body corporate for service or under a lawful contract for processing or storage Information that is freely available, accessible in the public domain, or available under the Right to Information Act 2005, is excluded from the definition of sensitive personal data.

You may also be required to provide your financial information such as your bank account details for the purposes of facilitating transactions on the Website. Other information that we collect, and process may include your credit/debit cards.

All Personal Data and SPDI is provided by you to us voluntarily. By providing us your Personal Data , and SPDI, you provide your express consent to us to collect, store, process, transfer and disclose to third parties your Personal Data and SPDI in accordance with the terms of this Privacy Policy.



You may choose to not provide us with any or all information, but in the event that you do so, we may be unable to provide you with our Services.

### **1.2 We also get Personal Data when you use our services.**

Whenever you access the Website, certain Personal Data gets created and recorded automatically. This may include information about your device, your web browser, IP address, time zone, cookies that are installed in your device, details of individual web pages or products that you viewed on the Website, terms/key words, web pages or links which redirected you to the Website, details about your interactions with the Website, etc.

- (a) "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier;
- (b) "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps; and
- (c) "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.
- (d) Account history information related to the products or services you purchase, and the activities associated with your account.
- (e) Browse history information about the websites you visit.
- (f) Feedback and rating information, you provide to us such as customer survey feedback and product reviews you write.
- (g) COVID-19 health and vaccination status and thermal temperature readings (as permitted by applicable law or in compliance with applicable public health directives)
- (h) Workspace location information

In order to develop our services, we may search through the Internet to receive further information concerning you, such as IP addresses, demographic information, location, email address, name and use of social media websites.

Further, we might receive information and Personal Data about you, such as order details, your details shared with our partners, *etc.* from other sources including from our partners, advertisers, or information about you from our group companies.

### **2. How do we use the Personal Data we collect and on what basis?**

We use the Personal Data we collect to provide our Services to you and make them more effective. We may also use your Personal Data including SPDI for the following purposes:

- (a) to develop new products and services;



- (b) to screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Website (for example, by generating analytics about how our customers browse and interact with the Website, and to assess the success of our marketing and advertising campaigns).
- (c) to fulfil any orders placed through the Website (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations).
- (d) to communicate with you; and
- (e) when in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services. (collectively "**Purposes**")
- (f) Help us improve and personalize our products and services
- (g) Measure credit and payment risk
- (h) Help you with customer service and technical support issues or questions
  - (i) To provide better usability, troubleshooting and site maintenance;
  - (j) To understand which parts of the website are visited and how frequently
  - (k) To know your interest of participation in ideathons or other competitions.

### 3. How do we share your Personal Data?

- (a) **Information shared with partners, service providers or group companies:** Information about you and the other users of the Website and our Services forms an integral part of our business. We only share Personal Data as described below after ensuring that such third party has implemented data protection measures at least as protective as those described in this Privacy Policy or as required under applicable law. By using the Website or availing our Services, you accept the terms hereof and hereby consent to the storage and processing of the Personal Data and SPDI by third parties. We, have arrangements with third parties (including as mentioned below) such as affiliates or group companies, service providers, payment gateways, logistics partners, etc. who are the intended recipients and may have access to the Personal Data and SPDI but shall not disclose such information including SPDI further to any other individual / entity.
- (b) **Our Legal obligations:** We may release your Personal Data including SPDI when we believe in good faith that such release is appropriate to comply with applicable law including to: (i) conform to legal requirements or comply with legal process; (ii) protect rights or property or affiliated companies; (iii) prevent a crime or in interest of national security; or (iv) protect personal safety of our users or the public. We may also disclose your Personal Data or SPDI to enforce or apply our Terms of Use and other



agreements; or protect the rights, property or our safety, safety of our users or others. This includes exchanging information with other companies, organisations, government or regulatory authorities for fraud protection and credit risk reduction.

- (c) **Sharing upon merger or amalgamation or intra-group transfer:** Any third party to which we transfer or sell our assets, merge or consolidate with, will have the right to continue to use the information (including SPDI) provided to us by you, in accordance with the Terms of Use and this Privacy Policy. We may disclose information to our partners, affiliates, subsidiaries, group entities, investors, stakeholders or potential associates in an anonymized and aggregate manner, so that they too may understand how users use our Website and enable us to create a better overall experience for you.
- (d) **Transfer to affiliates of the Company, third parties and outside India:** Subject to applicable law, we may at our sole discretion, transfer Personal Data and SPDI to any other body corporate (as defined under the Information Technology Act, 2000) that ensures at least the same level of data protection as is provided by us under the terms hereof, located in India or any other country. By using the Website or our Services, you accept the terms hereof and hereby consent to us sharing with and/or processing of your Personal Data and SPDI by our group companies, affiliates, or third parties, including in any location outside India, provided that they ensure that your SPDI is protected in compliance with standards that are comparable to the standards of protection afforded to it in India..

#### **4. How do we protect your Personal Data?**

In order to protect your Personal Data in line with the applicable data and privacy protection laws and regulations, we have implemented all appropriate technical and organizational measures as required under applicable law.

We do our best to keep your Personal Data safe, but we cannot guarantee that your Personal Data will be 100% safe. We however request that you cooperate with us in protecting your Personal Data and comply with the following personal security measures:

- (a) Do not give third parties access to your computer or other devices when you access the Platform;
- (b) Keep your login credentials, including access code and passwords for your computer or other devices, as well as your login credentials, confidential;
- (c) Permanently update your antivirus software when requested by your antivirus software provider; and
- (d) Do not send any confidential information by using the Website and/or the Services.

You agree that the security measures adopted by us are reasonable to protect your Personal Data. We disclaim any liability as a result of any breach of security or unintended loss or disclosure of your Personal Data.



We can only keep your Personal Data up-to-date and accurate to the extent you provide us with the necessary information. It is your responsibility to notify us of any changes in your Personal Data.

**5. Retention of your Personal Data:** We maintain records of Personal Data and SPDI only till such time it is required for the Purposes or when you request us to delete the Personal Data or for as long as required by law.

## **6. Your rights concerning your Personal Data:**

### **6.1 Withdrawing your consent**

At any time, you may give or withdraw your consent to us for collecting and processing your Personal Data, including in the manner and for the Purposes. You may withdraw or limit your consent at any time by contacting us at [gmal@butterflyindia.com](mailto:gmal@butterflyindia.com). We may, however, reserve the right to retain and store your personal information for our business purposes, whether such personal information has been deleted or not, to the extent permitted by law.

Please note that your withdrawal of consent or deletion of your user account may result in us not being able to provide you with the Services or terminate any existing relationship that we may have with you.

### **6.2 Information about and access to your Personal Data**

You may review, correct, update, change the information that you have provided by logging into your account or update your information at any point by writing to us at [gmal@butterflyindia.com](mailto:gmal@butterflyindia.com). Should you choose to update your personal information or SPDI or modify it in a way that is not verifiable by us, or leads to such information being incorrect, we will be unable to provide you with access to our Website or the Services. We reserve the right to verify and authenticate your identity and your personal information in order to ensure accurate delivery of products and services. Access to or correction, updating or deletion of your Personal Data or SPDI may be denied or limited by us if it would violate another person's rights and/or is not otherwise permitted by applicable law.

You should be aware that some of the Personal Data that may have been shared on third-party websites may still continue to be available as we do not have control over these websites. Your Personal Data may also appear in online searches. Other Personal Data that you have shared with others, or that other users have copied, may also remain visible. You should only share Personal Data with people that you trust because they will be able to save it or re-share it with others, including when they sync the Personal Data to a device.

## **7. Data provided on Third-Party Links**

Our Website may include hyperlinks to various external websites, and may also include advertisements, and hyperlinks to applications, content or resources ("**Third-Party Links**").



We have no control over such Third-Party Links, which are provided by persons or companies other than us. You acknowledge and agree that we are not responsible for any collection or disclosure of your information by any external sites, applications, companies or persons thereof. The presence of any Third-Party Links cannot be construed as a recommendation, endorsement or solicitation of any material or content on such Third-Party Links, or any other material on or available *via* such Third-Party Links.

You further acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the collection and/or disclosure of your information *via* Third-Party Links, as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products services, or other materials on, or available *via* such Third-Party Links. This will include all transactions, and information transmitted therein, between you and any such third-party sites or applications or resources, such transactions are strictly bi-partite. We shall not be liable for any disputes arising from or in connection with such transactions between you and the aforementioned third parties.

Such third-party websites, and external applications or resources, accessible *via* the Third-Party Links may have their own privacy policies governing the collection, storage, retention and disclosure of your information that you may be subject to. We recommend that you exercise reasonable diligence, as you would in traditional offline channels and practice judgment and common sense before committing to any transaction or exchange of information, including but not limited to reviewing the third-party website or application's privacy policy.

## **8. Children's privacy**

Use of the Website or our Services is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are under 18 years of age, then please do not use or access the Service(s) at any time or in any manner. If you are a parent or guardian and discover that your child under 18 years of age has obtained an account on or otherwise accessed the Service, then you may alert us at [gmal@butterflyindia.com](mailto:gmal@butterflyindia.com) and request that we delete that child's personally identifiable information from our systems.

We do not knowingly collect Personal Data from Users who are less than 18 (eighteen) years of age. Upon discovery of any Personal Data of any children, we shall purge such Personal Data in accordance with applicable law.

## **9. Grievance redressal and contact us**

If you have questions about this Privacy Policy or any grievances in relation to the collection and processing of your Personal Data, you can contact us by mail at:

Attn: Ms. Priya Varshinee V M  
Grievance Officer  
Email: [priya.vm@butterflyindia.com](mailto:priya.vm@butterflyindia.com)



We shall endeavour to resolve your grievances within 15 (fifteen) days from the date of receipt of such grievance

#### 10. Miscellaneous

- (a) Disclaimer: We cannot ensure that all of your Personal Data and SPDI will never be disclosed in ways not otherwise described in this Privacy Policy. Therefore, although we are committed to protecting your privacy, we do not promise, and you should not expect, that your information or private communications will always remain private. As a user of the Website or our Services, you understand and agree that you assume all responsibility and risk for your use of the Website, the Internet generally, and the information you post or access and for your conduct on and off the Website.
- (b) Indemnity: You agree and undertake to indemnify us in any suit or dispute by any third party arising out of disclosure of information by you to third parties either through our Website or otherwise and your use and access of websites, applications and resources of third parties.
- (c) Severability: Each clause of this Privacy Policy shall be and remain separate from and independent of and severable from all and any other clauses herein, except where otherwise expressly indicated or indicated by the context of the Privacy Policy. The decision or declaration that one or more clauses are null and void shall have no effect on remaining clauses of this Privacy Policy.
- (d) Limitation of Liability: The Company shall not be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even the Company has been notified of the possibility of such damages.
- (e) Governing Law and Jurisdiction: This Privacy Policy shall be governed by the laws of India as applicable between residents of India without regard to any principles of conflict of laws. Subject to the <https://www.butterflyindia.com/terms-of-use/>, any and all disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts at Chennai.

Butterfly Gandhimathi Appliances Limited reserves the right to change this privacy statement as it may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy statement on your first use of the Website following the alterations.