

PRIVACY POLICY

YoursCarr is a technology-based platform that facilitates access to self-drive vehicles on an on-demand basis by connecting vehicle owners / Hosts and Users, offering a convenient and flexible alternative to traditional car ownership and chauffeur-driven services (collectively, the "**Services**"). The Platform enables Users to browse and select from a range of vehicles listed by independent Hosts for short-term or long-term use as agreed between the parties. The Platform is owned and operated by **Trailwheels Rental Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office / principal place of business at Plot no. 8, Ghorī Bachera, Ghorī, Gautam Buddha Nagar, Dadri, Uttar Pradesh, India, 201310. (hereinafter referred to as "**YoursCarr**", the "**Company**", "**we**", "**us**", "**our**", or "**ourselves**"). This Privacy Policy ("**Policy**") sets out how we collect, use, store, disclose and otherwise process information/data when you access or use our website(www.yourscarr.com), mobile application, and related services (collectively, the "**Platform**").

This Policy is an electronic record in the form of an electronic contract under the Information Technology Act, 2000, the rules made thereunder (including, where applicable, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011), the Digital Personal Data Protection Act, 2023 and other Applicable Laws. This Policy does not require any physical, electronic, or digital signature. This Privacy Policy is a legally binding document between you and us and shall be read together with the Terms and Conditions governing your use of the Platform and the Services.

In this Privacy Policy, "**you**", "**your**" or "**yourself**" means a Visitor, User, or Host, as defined in the Terms and Conditions, and/or the person on whose behalf you are acting, if any. We collect and process your Personal Information/Data, Sensitive Personal Information/Data and third-party information carefully, only for the purposes described in this Policy and the associated Terms and Conditions, and only to the extent necessary, lawful and proportionate as defined herein and within the scope of the Applicable Laws, including the Digital Personal Data Protection Act, 2023. This Policy seeks to ensure that any Personal Information/Data, Sensitive Personal Information/Data, or third-party information handled by us is managed in a way that is ethical, compliant, consistent with our role as a technology intermediary, and adheres to best industry practices.

Please read this Privacy Policy carefully, before accessing or using our Platform or availing any Services, to understand our policies and practices regarding your Information/Data and how we will treat it. By accessing or using our Platform, including our Services, you acknowledge that you have read and understood this Policy and agree and consent to the collection, use, sharing and processing of Information in the manner described herein, in accordance with Applicable Laws. If you accept this

Policy on behalf of another person or company or other legal entity (including as a Host acting for an organisation), you represent and warrant that you have full authority to bind such person, company, or legal entity to these terms.

Our Policy describes the types of Information/Data we collect, why and how we use the Information/Data, with whom we share it, and the rights and choices you have about our use of the Information/Data. We also describe the measures we take to protect the security of the Information/Data, our data retention practices, how we use cookies and similar technologies, and how you can contact us, including our Grievance Officer, about our privacy practices.

This Policy describes our current data protection policies and practices and may be amended/updated from time to time. Any changes to this Policy will become effective upon posting of the revised Policy on the Platform, unless a later effective date is specified. We suggest that you regularly check this Policy to apprise yourself of any updates. Where required under Applicable Laws, we may also notify you of material changes through in-Platform notifications, e-mail or other appropriate means. Your continued use of our Platform or provision of Information thereafter will imply your unconditional acceptance of such updates to this Policy.

1. CONSENT

By mere use of the Platform, and by continuing to provide Information/Data to us, you expressly consent to our collection, use, storage, processing and disclosure of your Personal Information/Data (as defined below), Sensitive Personal Information/Data (as defined below) and third-party information in accordance with this Policy, the Terms and Conditions, and Applicable Laws (including the Digital Personal Data Protection Act, 2023). Where required under Applicable Laws, we will obtain your specific, informed and unambiguous consent through clear affirmative action (including through click-wrap or opt-in mechanisms on the Platform) before processing your personal data for one or more specified purposes. If you do not agree with the terms of this Policy, please do not use this Platform or provide us with any Information/Data. This Policy shall be deemed to be incorporated into the terms and conditions ("**Terms and Conditions**") of the Platform and shall be read in addition to the Terms and Conditions.

2. APPLICABILITY

This Privacy Policy applies to Information/Data we collect in connection with your access to and use of the Platform and the Services offered by us and our affiliates, agents, representatives, and employees, including services offered on or via third-party sites (such as payment gateways, KYC service providers, telematics providers and other Third-Party Services integrated with the Platform). Our Privacy Policy applies to all Visitors, Users and Hosts who access or use our Platform in any manner. For the purposes of Applicable Laws (including the Digital Personal Data Protection Act, 2023), YoursCarr generally acts as the

data fiduciary/controller with respect to personal data that we collect directly from you (such as Account details, KYC information, booking information, payment details, telematics and usage data, communications, and analytics data). In relation to certain Third-Party Services (for example, payments processed by payment gateways), such third parties may act as independent data fiduciaries/controllers of the data they collect and process in accordance with their own privacy policies. We process your Information/Data only for lawful purposes connected with our role as a technology platform facilitating self-drive vehicle bookings and related services and in accordance with this Policy and the Terms and Conditions.

This Privacy Policy does not apply to—

- Any third-party applications, websites or software accessible via the Services or that integrate with the Services or any other third-party products, services, or businesses (including payment gateways, KYC verification providers, telematics providers, or other Third-Party Services). If you have any questions about the specific settings and privacy practices of such third parties, please contact the relevant third-party product, service, or business and review its privacy notice/policy/practice.
- The information practices of other companies, consultants or organizations that advertise on our Platform or that are linked from the Platform, where such entities process your information in their independent capacity.
- The services offered by other companies or individuals, including sites that may include or embed our Services, be displayed to you in search results, or be linked from our web pages or application screens, where we do not determine the purposes and means of processing of your personal data.

3. DEFINITIONS

- 3.1 **“Consent”** of the User means any freely given, specific, informed, and unambiguous indication of the User’s wishes by which the User, or User’s legal guardian, a person who has power of attorney, or a person acting as a conservator for the User, including by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Information/Data and/or Sensitive Personal Information/Data relating to the User for a particular purpose.
- 3.2 **“Contractor”** means a person to whom we make available your personal information for a business purpose, pursuant to a written contract with the us which prohibits sale/sharing of your Personal Information.
- 3.3 **“Controller” / “Data Fiduciary”** shall mean a natural person or legal entity that, alone or jointly with others, determines the purpose and means of collecting and processing personal information/data. For the purpose of this Privacy Policy and subject to Applicable Laws, YoursCarr generally acts as the Controller/Data Fiduciary in respect of personal data collected and processed in relation to the Platform and the Services. Certain third parties (such as payment gateways, insurers, KYC agencies, or telematics

providers) may act as independent or joint controllers/data fiduciaries with respect to the information they collect and process in accordance with their own privacy practices.

3.4 "Information/Data" means and includes Personal Information, Non-Personal Information, De-identified Information and Sensitive Personal Information, whether collected online or offline, in the context of your use of the Platform and the Services (including but not limited to registration, KYC verification, booking, payments, telematics, and customer support).

3.5 "Non-personal Information/Data" or "Deidentified Information/Data" means information that does not specifically identify an individual, but includes information from you, such as your browser type, the URL of the previous websites you visited, your Internet Service Provider (ISP), operating system. We may gather any Non-Personal Information / Deidentified Information regarding how many people visit this Platform, the pages they visit, and the type of browser they used while visiting the Platform. We may also collect Non- Personal Information that you voluntarily provide, such as information included in response to a questionnaire or a survey conducted by us.

3.6 "Personal Information/Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly with a particular User, it includes but not limited to:

- a) Identifiers such as a real name, alias, postal address, unique identifier, IP address, email address, account name, social security number, driver's license number, GST Details where applicable, Vehicle RC, PAN where applicable, Aadhaar/KYC information, or other similar identifiers, Signature, physical characteristics or description, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, race, gender, disability;
- b) Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
- c) Biometric information;
- d) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement;
- e) Geolocation data;
- f) Audio, electronic, visual, thermal, olfactory, or similar information;
- g) Professional or employment-related information;
- h) Education information;
- i) Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- j) Sensitive personal information.

Personal Information does not include Deidentified Information, Aggregate Information or Publicly Available Information. We limit our collection of Personal Information to that which is necessary for its intended purpose.

3.7 “Processing” means any operation or set of operations that are performed on any information/data or on sets of information, whether or not by automated means.

3.8 “Publicly Available Information” means information that a person: (i) lawfully obtains from a record of a governmental entity; (ii) reasonably believes you or widely distributed media have lawfully made available to the general public; or (iii) if you have not restricted the information to a specific audience, obtains from a person to whom you disclosed the information.

3.9 “Sensitive Personal Information/Data” (“SPI” / “SPD”) of a person means such personal information/data of the User which reveals—

- i. social security numbers, driver’s license, state identification card, or passport number.
- ii. Account log-in, financial account, credit card or debit card number in combination with any required security or access code, Password or credentials allowing access to an account;
- iii. Precise geolocation data;
- iv. racial or ethnic origin, citizenship or immigration status, religious or philosophical beliefs, or union membership;
- v. Contents of mail, email, text messages unless we are the intended recipient of the communication;
- vi. Genetic data;
- vii. Neural data (information that is generated by measuring the activity of your central or peripheral nervous system, and that is not inferred from nonneural information.)
- viii. The processing of biometric information for the purpose of uniquely identifying User.
- ix. Personal information collected and analyzed concerning a User’s health.
- x. Personal information collected and analyzed concerning a consumer’s sex life or sexual orientation.
- xi. Provided that, any information that is publicly available information and freely available or accessible in public domain shall not be regarded as sensitive personal information for the purposes of this Policy.

4. INFORMATION WE COLLECT

We collect information about you through the means discussed below. The nature and extent of information collected depends on your relationship with us (Visitor, User, or Host), your interactions with our Services, the choices you make, and the products and features you use (including account registration, KYC verification, vehicle listing or booking, payments, telematics-enabled features, ratings/reviews, and customer support). We may collect information from you directly, indirectly, or automatically. Please note that we may be unable to provide some or all of the Services if you choose not to provide certain types of information or if you subsequently withdraw consent required under Applicable Laws.

4.1. Information You Provide to Us

The information you may provide to us (directly through the Platform, through physical or electronic KYC processes, through customer support, or otherwise) includes, without limitation:

4.1.1. Account Information and Profile Details: Information about you that you provide to us at the time of creating, updating, or using an Account on the Platform, including for registration as a User and/or Host, such as:

- First Name and Last Name;
- Email address;
- Phone Number;
- Username, Organization, Position, City, State;
- Log-in credentials, password, any other information when you provide when you create a user account on the Platform;
- Billing information, such as UPI handle, bank account details, credit or debit card number, and related payment instrument details as may be required at the time of paying booking fees, security deposits, penalties or other charges, subject to processing through third-party payment gateways;
- Information about purchases or other transactions with us;
- Information about your customer service interactions and communications with us (including support tickets, call recordings where permitted by law, emails, in-app chats, and feedback);
- Demographic information or other information you choose to provide as part of your User Account;
- Information relating to your registration for our newsletter;
- Any other information you provide to us for Account registration and administration of your Account.

4.1.2. Booking, Listing, and Usage Information: When you use our Services as a User and/or Host, you may create, upload, submit, or otherwise provide booking-related and listing-related data through the Platform. We collect and process such information solely for the purpose of providing and improving the Services and managing your relationship with us, the Hosts, and Users.

We do not use booking, listing and usage information for any purposes that are inconsistent with this Policy, the Terms and Conditions, or Applicable Laws, and we do not sell your Personal Information. We may share such information with Hosts, Users, and Third-Party Service providers strictly on a need-to-know basis as necessary to operate the Platform, comply with legal obligations, or protect our legal rights, as detailed in this Policy.

Booking, listing and usage information may include, without limitation:

- a) Details of bookings made by you as a User (such as Vehicle selected, Host details, booking ID, dates and times of Rental Period, pick-up and drop-off locations, add-on services selected, pricing and payment details, and any preferences you specify);
- b) Details of Vehicles listed by you as a Host (such as make, model, year, registration number (masked where appropriate), commercial or private status, permits, insurance details, availability calendar, pricing, photographs, and descriptions you provide);
- c) Metadata associated with such bookings and listings, including but not limited to timestamps, locations,

transaction identifiers, and technical properties of the devices and network used for access;

- d) Ratings, reviews, feedback, complaints, claims and other outputs generated from your interactions with other Users, Hosts, our customer support, or dispute resolution mechanisms; and
- e) Any other information you choose to directly provide in connection with your use of the Services (for example, photographs of the Vehicle condition at pick-up/drop-off, copies of challans, or documents uploaded for verification or claims).

We implement industry-standard technical and organizational measures to protect such information against unauthorized access, use, or disclosure. Unless otherwise required to provide Services, comply with legal or regulatory obligations, enforce our rights, or resolve disputes, we retain detailed booking and listing information only for as long as necessary for the purposes identified in this Policy and the Terms and Conditions.

By providing booking, listing, KYC, or other information, you confirm that you have the necessary rights, authority and permissions to do so, and that such information is accurate, complete, and does not violate Applicable Laws or infringe the rights of any third party. You also agree to keep such information updated and notify us of any material changes.

4.1.3. Communication Information: If you communicate with us, such as via email, calls, messages, our pages on social media sites or otherwise, for purposes of customer support and technical assistance, submission of reviews, requests or questions you submit to us via online forms or otherwise; we may collect Personal Information that you provide to us like your name, contact information, and the contents of the written and audio messages you send and communication made between us and our agents, affiliates, representatives and you based on our exchanges with you, email, or otherwise.

4.1.4. Social Media Information: Our Site may use social media features, and we and the social media network may receive information about you based on your engagement with us such as your username, email address, content of your interaction, etc. Your interactions with social media features are governed by the privacy and user policies of the companies that provide them, and we are not responsible for how those companies collect, use, or disclose your information so we encourage you to review the privacy policies of those companies.

4.1.5. Any other: Any other additional Information you voluntarily provide to us.

4.2 Information We Collect Through Automated Means: When you use the Platform, we collect certain information as described in this Section. As discussed further below, we and our service providers (which are companies that work on our behalf) may use a variety of technologies, including cookies, telematics devices and similar tools, to assist in collecting this information.

- **Usage Data:** We collect information about how you interact with our Service, such as features used, time spent on the Platform, pages/screens visited, search queries, actions taken (including bookings, cancellations, modifications, extensions, ratings/reviews), and response times.
- **Device and Log Information:** When you use our website or mobile application, we collect and analyse information such as your IP address, browser types, browser language, operating system, device

make/model, software and hardware attributes (including device identifiers), referring and exit pages and URLs, the number of clicks, pages/screens viewed and the order of those pages/screens, date and time of use, error logs, and other similar information about how you use the Platform.

- **Location Information:** When you use the Platform, we and our Service Providers may automatically collect approximate geolocation information (e.g., IP address, city/state and/or postal code associated with an IP address) from your computer or mobile device. Certain Services (including live trip tracking, telematics-enabled features, and safety functionalities) may require or allow you to share more precise location information from your device or from in-Vehicle devices (such as GPS coordinates, trip routes, and start/stop locations). Where required under Applicable Laws, we will obtain your consent before collecting precise location information.
- **Use of Cookies and Similar Technologies:** We use Internet server logs, cookies, tracking pixels, and other similar tracking technologies. We use these technologies in order to offer you a more tailored experience in the future, by understanding and remembering your particular browsing preferences. Cookies are small text files that are placed on your computer or mobile device when you visit or use the Platform that enable us to: (i) recognize your computer or device; (ii) store your preferences and settings; (iii) understand the web pages or screens of the Services you have visited; (iv) enhance your user experience by delivering and measuring the effectiveness of content and communications tailored to your interests; (v) perform searches and analytics; and (vi) assist with security and administrative functions. As we adopt additional technologies, we may also gather information through other methods such as web beacons or software development kits (SDKs) in our mobile applications. YOU MAY BE ABLE TO DISABLE OR MANAGE COOKIES THROUGH YOUR BROWSER OR DEVICE SETTINGS; HOWEVER, CERTAIN ESSENTIAL COOKIES ARE NECESSARY FOR THE FUNCTIONING OF THE PLATFORM AND, IF DISABLED, SOME FEATURES OR SERVICES MAY NOT BE AVAILABLE OR MAY NOT FUNCTION PROPERLY.

4.3 Information We Collect from Other Sources: We may receive additional information such as demographic, KYC, verification, and statistical information from third parties, such as business partners, payment gateways, KYC/identity verification providers, insurers, telematics providers, marketers, researchers, analysts, and other parties. We may combine this information with information we collect directly from you in order to verify your identity, meet legal/regulatory obligations, assess eligibility and risk (for example, for Users' driving eligibility or Hosts' regulatory compliance), derive your possible interests, provide more relevant experiences for you, and improve our products, analytics, and advertising, in each case in accordance with Applicable Laws.

5. HOW WE USE YOUR INFORMATION

We may use your information that we collect for our legitimate business purposes, for performance of our contract with you (including the Terms and Conditions), for compliance with legal obligations, for purposes

for which you have given consent, and for other purposes permitted under Applicable Laws. We may sometimes use aggregated or de-identified information that can no longer reasonably be linked to you. Without limitation, we may use your information for the following purposes:

- 5.1. **To Provide and Maintain the Services:** To operate, maintain, and provide you with access to the Platform and its features, including enabling account creation and management, KYC and eligibility checks, Vehicle listing and discovery, Booking initiation and confirmation, managing Rental Periods, facilitating communication between Users and Hosts, processing payments and refunds, and providing customer support and trip management tools.
- 5.2. **Telematics, Safety, and Operational Analytics:** Where Vehicles are equipped with in-Vehicle devices or telematics, we may collect and use location, trip, and certain usage parameters (such as ignition on/off, distance travelled, speed patterns, and basic diagnostics) for purposes including safety, theft prevention, dispute resolution, billing (for example, distance-based charges), enforcement of Terms and Conditions (including prohibited use), and operational analytics, subject always to Applicable Laws and our contractual arrangements with the Host and/or User.
- 5.3. **Service Improvement and Development:** We may use your information to understand how Visitors, Users, and Hosts interact with our Services, identify areas for improvement, conduct research, develop new features (such as subscription offerings, add-on services, loyalty programmes), enhance platform performance and security, and improve our matching, pricing and risk-management models. This may involve using aggregated or de-identified data for research and development.
- 5.4. **Customer Support:** To respond to your inquiries, provide technical or operational assistance (including relating to Bookings, payments, Vehicle handover/return, damages or incidents), and resolve issues or disputes related to your use of the Services.
- 5.5. **Account and Relationship Management:** To manage your Account as a Visitor (if applicable), User and/or Host, including communications relating to Bookings, Vehicle listings, payments and payouts, security deposits, penalties, policy changes, and to send you Service-related communications (including alerts, confirmations, reminders, and safety notifications).
- 5.6. **Security, Fraud Prevention and Enforcement of Terms:** To detect, prevent, and respond to security incidents, malicious activity, fraud, money-laundering, identity theft, unauthorised access, Vehicle theft, misuse of Vehicles, or other illegal activities; to monitor and enforce compliance with our Terms and Conditions (including prohibited use of Vehicles and Platform misuse); and to protect the integrity and security of our Service, Vehicles, Users, Hosts, and data.
- 5.7. **Legal and Compliance:** To comply with our legal, regulatory, tax, accounting and reporting obligations under Applicable Laws (including the Motor Vehicles Act, 1988, relevant state transport regulations, the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and any applicable guidelines/directives); to respond to lawful requests and directions from government authorities, courts, law-enforcement agencies, or regulatory bodies; and to establish, exercise or defend legal claims.

- 5.8. Aggregate/Anonymous Data:** We may aggregate and/or anonymize any information collected through the Services so that such information can no longer reasonably be linked to you or your device. We may use such information for any purpose permitted by Applicable Laws, including without limitation for research, statistical analysis, and reporting, and may also share such data with third parties, including advertisers, promotional partners, and business partners.

We will only process your Personal Information for purposes that are reasonably necessary for, or compatible with, the disclosed purposes for which such personal information was initially collected, or for purposes for which you have subsequently given consent, unless otherwise required or permitted under Applicable Laws.

6. HOW WE SHARE AND DISCLOSE YOUR INFORMATION

We do not sell your Personal Information to third parties for monetary or other valuable consideration. All core processing of your Personal Information is handled within our or our contracted service providers' infrastructure, subject to appropriate safeguards. We may share your information with Hosts, Users, and other third parties strictly in accordance with this Policy, the Terms and Conditions, and Applicable Laws. Without limitation, we may share Information in the following ways:

- 6.1. Affiliates and Group Entities:** We may share Information we collect through our Platform with our affiliates and group entities to perform Services for you, ensure a consistent level of service, support internal operations, comply with group-wide legal and compliance requirements, and enhance our products, services, and your customer experience.
- 6.2. Service Providers and Partners:** We may provide access to or share your information with select third parties who perform services on our behalf or in connection with the Services ("Service Providers"). They have access to perform these services but are prohibited from using your information for purposes other than the intended purpose under this Policy and their contracts with us. Service Providers may include, without limitation, payment gateways, banks and financial institutions, KYC and identity-verification service providers, technology and hosting providers, insurance verification, telematics and GPS providers, customer support vendors, analytics providers, marketing and communication service providers, auditors, and professional advisors (such as lawyers and accountants).
- 6.3. Protection of Our Rights, Safety and Compliance with Law:** By using the Services, you acknowledge and agree that we may access, retain and disclose the information we collect and maintain about you if required to do so by law or in a good-faith belief that such access, retention or disclosure is reasonably necessary to: (a) comply with legal process (e.g., a summons, subpoena, court order, or lawful direction from a governmental or regulatory authority); (b) enforce our Terms and Conditions or other contracts with you, including investigation of potential violations thereof; (c) if we determine, in our sole discretion, that there is a violation or attempted violation of our terms, policies, or the law; (d) respond to claims that any content or conduct violates the rights of third parties; (e) respond to your requests for customer service or

disputes; (f) protect the rights, property or personal safety of us, our agents and affiliates, our Users, Hosts, passengers, or the public; (g) detect, investigate or prevent fraud, money-laundering, misuse of Vehicles, or other illegal activity; or (h) protect against legal liability. This may include exchanging information with other companies and organizations for fraud protection, risk-management, and similar purposes, in accordance with Applicable Laws.

- 6.4. Business Transfers:** As we continue to develop our business, we may reorganise, expand, reduce, merge, or partner with other companies. In such transactions (including in contemplation of such transactions), user information may be among the transferred assets. If a portion or all of our assets or business are sold, transferred, assigned, novated or otherwise dealt with to a third party (whether by way of merger, acquisition, reorganisation, or otherwise), customer information (including your email address and Account data) would likely be one of the transferred business assets. Your Information may be disclosed in the diligence process with counterparties and others assisting with the transaction and transferred to a successor or affiliate as part of that transaction along with other assets, subject to appropriate confidentiality obligations and Applicable Laws.
- 6.5. Public Forums or Other Users:** When you share Personal Information (for example, by posting comments, ratings, reviews, feedback, or other content on our Platform or our social media pages), such information may be visible to other Users, Hosts, or the general public. Any information that you submit through such features is not confidential, and we may use it for any purpose permitted under Applicable Laws (including in testimonials or other marketing materials). Any information you post openly in these ways will be available to the public at large and potentially accessible through third-party search engines. Accordingly, it is advisable to take utmost care when using these features and to avoid sharing Sensitive Personal Information or unnecessary personal data.
- 6.6. Business Account Administrators:** If you create or use an Account using an email address belonging to your employer or another organisation (for example, for corporate bookings or fleet Hosts), we may share the fact that you have an Account and certain limited Account information (such as your name, role and email address) with such employer or organisation, where reasonably necessary for administering the relationship with that organisation and in accordance with Applicable Laws.
- 6.7. Third Parties:** We may need to share your Personal Information that you provide us with certain third parties, such as:
- other entities within our group as part of our regular reporting activities on company performance, in the context of a business reorganization or group restructuring exercise, or for assistance in relation to marketing and business development.
 - professional advisers including lawyers, bankers, auditors and insurers to the extent such information is relevant to the performance of their Services;
 - regulators; and
 - any of our service providers where such information is relevant to their performance of such Services.

However, we will make our best efforts to ensure that third parties with whom the data is shared (including Service Providers) afford a level of data protection that is at least comparable to that afforded by us under this Policy and as required under Applicable Laws, through appropriate contractual, technical, and organisational safeguards.

6.8. Legal Purposes: We reserve the right, in our sole discretion, to share or disclose your Personal Information, where permitted under Applicable Laws, when required to do so by law or regulation, or under any legal obligation or in response to a written request from a law-enforcement or governmental agency or judicial, quasi-judicial, or any other statutory or constitutional authority, including for the following purposes:

- to respond to subpoenas, court orders, or legal process;
- in order to investigate, prevent, defend against, or take other action regarding violations of our Terms and Conditions, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, sites or Platform;
- to respond to or defend against legal claims, without your consent;
- in an emergency, to protect the health and safety of our Platform, Users or the general public; or
- to establish or exercise our legal rights; or
- as otherwise required by any Applicable Law.

We shall not be responsible for any disclosure of Information made in good faith and in compliance with any legal or regulatory obligation or pursuant to an order or direction of a competent authority, and no such disclosure shall be deemed to be a violation of this Policy.

6.9. Security Purposes: We may use device identifiers and similar data for security purposes. For example, where you activate features that limit access to an Account from specific devices, our systems may access device identifiers from each device you use to determine whether the device is authorised. Additionally, we may use device identifiers and telematics or log-in patterns to monitor suspicious activity (such as multiple log-ins from distant locations or unusual trip patterns) and may contact you to confirm whether such access or use has been authorised by you.

6.10. Links: Our Platform may contain hyperlinks or deep-links which may direct you to websites, applications, or services that we do not own or control. This Privacy Policy does not apply to such third-party websites, applications, or services, which are governed by their own rules and policies. We urge you to read the privacy and security policies of those third parties before providing them with any personal data.

6.11. Change Of Ownership: If the ownership or control of all or part of our Services or their assets changes, we may transfer your information to the new owner, subject to Applicable Laws and provided that such successor is bound by obligations consistent with this Policy or provides comparable levels of protection for your personal data.

6.12. Aggregate/De-identified Information: From time to time, we may share Aggregate/De-identified Information about use of the Services, such as by publishing a report on usage trends. In such case, the

anonymised data shall no longer be associated with you and will not be deemed Personal Information. The sharing of such data, in anonymised

6.13. and/or aggregate form, shall be unrestricted, subject to Applicable Laws.

6.14. **Any Other Person with Your Consent:** We may share your Personal Information with other third parties in any other manner not covered above where you have expressly consented to such sharing or where otherwise permitted under Applicable Laws.

7. HOW DO WE RETAIN YOUR INFORMATION

We keep your information for no longer than necessary in order to provide our Services to you and for the purposes for which such data is collected and processed, including for the purposes of satisfying any legal, regulatory, accounting or reporting requirements, and our legitimate interests in maintaining such Personal Information in our records, and strictly use it and/or as required to comply with Applicable Laws. KYC information and Host and vehicle-related documents, including Driving Licence, RC, insurance, PUC/Pollution Certificate, local address proof, PAN and GST details, where applicable, may be retained for as long as reasonably necessary for identity and vehicle verification, providing the Services, preventing fraud and misuse, handling disputes, maintaining records, and complying with applicable laws and regulatory requirements. In doing this, we will have regard to the amount, nature, and sensitivity of the Personal Information, the potential risk of harm from unauthorized use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal requirements. All uploaded data is stored in an encrypted format on a secured infrastructure. For Information that you provide us, we retain that data in accordance with the Terms and Conditions of our Platform. Depending on the status of subscription or requirement as per applicable laws and regulations we will retain the Users' data/information. In some circumstances, your Personal Information may be anonymized so that it can no longer be associated with you, in which case it is no longer Personal Information. Once we no longer require your Personal Information for the purposes for which it was collected, we will securely destroy your Personal Information in accordance with applicable laws and regulations.

8. HOW WE PROTECT YOUR INFORMATION

We follow reasonable security practices and procedures designed to protect the confidentiality, integrity, and accessibility of Information, and to secure Information during both storage and use from unauthorized acquisition, access, disclosure, alteration, or destruction. We regularly review and update our security measures to adapt to evolving threats. However, no absolute guarantee of security and error free services on the Internet or IT platforms can be fully given, and hence we cannot guarantee the absolute security of data that is physically or electronically stored or transmitted over the internet, and there is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our safety and security safeguards. The security of your Information also depends on you. If you provide us with any Sensitive Personal

Information when you use the services, you must consent to our processing and use of such Sensitive Personal Information in accordance with this Privacy Policy. If you do not consent to our processing and use of such Sensitive Personal Information, you must not submit such Sensitive Personal Information through our Services. Therefore, you should take special care in deciding what information you provide to the Services. In addition, we are not responsible for the circumvention of any privacy settings or security measures contained on the Platform, or third-party websites. You are advised to use the Platform at your own risk.

9. THIRD-PARTY LINKS AND FEATURES

The Platform may contain links to third-party websites such as social media sites and third-party plug-ins. If you choose to use these sites or features, you may disclose your information not just to those third parties, but also to their users and the public more generally depending on how their services function. We are not responsible for the content or practices of those websites or services. The collection, use, and disclosure of your information will be subject to the privacy policies of such third-party websites or services, and not the Terms and Conditions or this Privacy Policy. We request you to read the privacy and security policies of such third parties.

10. USER RIGHTS AND CHOICES

Depending on your jurisdiction of residence, you may have certain rights with respect to your information as further described in this section.

Your Privacy Rights: you may have the right to:

- i. Right to know/access your Personal Information and information relating to how it is processed.
- ii. Right to update or correct your Personal Information.
- iii. Right to Delete your Personal Information from our records.
- iv. Right to data portability allowing you to transfer your Personal Information to a third party.
- v. Right to Opt-Out (Opt-Out of the sale of their Personal Information, its use for targeted advertising, and/or certain types of profiling)
- vi. Right to restrict/object how we process your Personal Information.
- vii. Withdraw your consent—where we rely on consent as the legal basis for processing at any time.
- viii. Lodge a complaint with your local data protection authority.
- ix. Right against Discrimination.

Do Not Track. Some Internet browsers may be configured to send “Do Not Track” signals to the online services that you visit. We currently do not respond to “Do Not Track” signals.

Opt-out of communications: You may opt out by instructing us not contact you by email, postal mail, or phone regarding products, services, promotions and special events that might appeal to your interests by contacting us using the information below. Please note that, regardless of your request, you may continue to receive Service-related and other non-marketing emails. For example, you may not opt-out of certain operational emails, such as those reflecting our relationship or transactions with you, or important notifications based on the content accessed by you.

Declining to provide information. We need to collect Personal Information to provide certain Services. If you do not provide such information we identify as required or mandatory, we may not be able to provide those Services.

We will consider all requests and provide our response within the time period stated by Applicable Law. Please note, however, that certain information may be exempt from such requests in some circumstances, which may include if we need to keep processing your information for our legitimate interests or to comply with a legal obligation. We may request you provide us with the information necessary to confirm your identity before responding to your request.

11. SENSITIVE PERSONAL INFORMATION AND CHILDREN'S PRIVACY

Sensitive Personal Information: We do not use or disclose Sensitive Personal Information other than to provide you our Services or as otherwise permitted by Applicable Law, including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023. We will not process Sensitive Personal Information concerning a User without first obtaining your explicit opt-in consent or, in the case of processing Sensitive Personal Information concerning a known child, without complying with Applicable Laws relating to children's data. We do not sell or share Sensitive Personal Information for the purpose of behavioural profiling or targeted advertising. We collect and process Sensitive Personal Information based on one or more of the following legal grounds under Applicable Laws:

- You have given explicit consent to the collection for one or more specified purposes;
- Where the collection of Sensitive Personal Information is manifestly made public by you; and/or
- Where the collection is necessary for exercise or defense of legal claims.

Children's Privacy: Our Platform is not directed at children under the age of 18 years. We do not knowingly collect Personal Data from minors under 18 years of age. In accordance with the Digital Personal Data Protection Act, 2023, processing of Personal Data of children requires verifiable parental or guardian consent, which we obtain prior to any such collection. If we become aware that Personal Data of a child has been collected without such consent, we will promptly delete such information. We do not process children's data for targeted advertising, tracking, or behavioural monitoring, as prohibited under applicable laws.

12. EXERCISING RIGHTS:

You can exercise privacy rights described in this section by submitting a request through supportteam@yours carr.com [email].

Appeals: Depending on where you live, you may have the right to appeal a decision we make relating to requests to exercise your rights. To appeal a decision, please send your request to supportteam@yours carr.com [email].

13. LIABILITIES

You agree to defend, indemnify, and hold harmless us and our affiliates, officers, directors, employees, and agents from and against any and all claims, demands, cause of actions, proceedings, liabilities, losses, damages, judgments, settlements, fines, penalties, and costs (including reasonable attorneys' fees) arising out of or related to (i) the legality, accuracy, or illegality of any Case Materials or User Content or other content you supply, or our processing of such content in accordance with your instructions; (ii) your misuse or unauthorized use of the Platform; or (iii) any allegation that your content or conduct infringes, misappropriates, or otherwise violates the intellectual-property, privacy, or other rights of a third party.

14. UPDATE TO THE PRIVACY POLICY

The most current version of this Privacy Policy document will govern our use of your data and can be found on our Platform (see "Privacy Policy" section). We reserve the right to update this Privacy Policy, at any time, and we will make an updated copy of such Privacy Policy available to you and notify you when we make any substantial updates. We advise you to review the Privacy Policy at regular intervals.

15. CONTACT / GRIEVANCES

For any questions or reasonable inquiry related to the protection of your data at YoursCarr or regarding this Policy in general, you can contact YoursCarr's Privacy Office:

- **Grievance Officer:** Vishal Lodhi
- **E-mail:** supportteam@yours carr.com

Please keep in mind that email communication is not always secure. Therefore, please do not include Sensitive Personal Information in your emails to us.

We will do our best to address your request in time and free of charge, except where it would require a disproportionate effort. In certain cases, we may ask you to verify your identity before we can act on your

request. If you are unsatisfied with the reply received, you may then refer your complaint to the relevant regulator in your jurisdiction.