



# ShilpMIS Technologies Pvt Ltd

## Terms and Conditions

Updated 4th October 2021

1. Any usage above the free 50 views per month, prices will be charged according to the table listed below. Any Additional Charges be debited directly from the user's online account/billing information registered with ShilpMIS Technologies Private Limited.

Sr. No.	Product	Price Per View
1.	Kalaa	₹10
2.	Udyog	₹10
3.	Mela	₹20

Sr. No.	Product	Price Per View
1.	Kalaa	USD 0.15
2.	Udyog	USD 0.15
3.	Mela	USD 0.28



2. You can opt for an enterprise package anytime you want while using a free package. Please refer to the following table to check the prices.

Sr. No.	Product	Enterprise(Yearly)	Enterprise(Monthly)
1.	Kalaa	₹22,500	₹2500
2.	Udyog	₹45,000	₹5000
3.	Mela	₹2,99,999	-

Sr. No.	Product	Enterprise(Yearly)	Enterprise(Monthly)
1.	Kalaa	USD 320	USD 35
2.	Udyog	USD 640	USD 70
3.	Mela	USD 3999	-

3. The above mentioned prices are exclusive of any taxes.
4. After free 50 views, you have to pay as you use(per view), otherwise, the subscription will be discontinued automatically.
5. Any Leftover Credits will not be carried over, Reimbursed in cash or Transferable to another account.
6. Credits will be refreshed at 12:00 am IST, on the 1st of every month.
7. Per view rate will be ₹10/0.15 USD for Melzo Kalaa, Melzo Udyog , and ₹20/0.28 USD for Melzo Mela, you have to recharge if you want to use it after exhausting free views.
8. A view will be considered as a visit to a web link of any product feature or offerings.
9. After completion of Free views, user will have to buy views as per the price mentioned of respective products on page 1 of this document.
10. In any case, the payment will not be refunded.
11. Subject to Surat, Gujarat, India jurisdiction court only.
12. E. & O.E. [ Errors and Omissions Excepted ]
13. ShilpMIS Technologies Private Ltd reserves the right to change the pricing structure and/or the terms of service at its sole discretion.
14. ShilpMIS Technologies Private Ltd may use part or whole of the data and engagement generated from the free trials for its internal and/or external purposes.
15. We are registered with the Ministry of Micro, Small and Medium Enterprises(MSME) with registration number GJ22E0296667.
16. All payments to be made via online payment or bank transfer in favour of ShilpMIS Technologies Pvt Ltd. For online payment log in to your account and follow the instructions.



# ShilpMIS Technologies Pvt Ltd

## Terms of Use

Updated 4th October 2021

### Introduction

Thanks for using ShilpMIS Technologies Pvt Ltd's products, services, websites, and apps which are branded as "Melzo", "Melzo Kalaa", "Melzo Mela", "Melzo Udyog" or (collectively the "Service(s)").

These Terms of Use ("TOU") contain the terms under which ShilpMIS provide Services to you and describe how the Services may be accessed and used. These TOU do not apply to Services which are available solely through our enterprise sales channel.

ShilpMIS provides a variety of different services. Additional service-specific terms and policies (including rules and guidelines) apply to some Services ("Additional Terms"). Those Additional Terms become a part of your agreement with us if you use those Services. For example, if you use our Custom built XR services, the Melzo Terms of Service Platform Terms of Service apply.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services

If you will be using the Services on behalf of an organization, you agree to these terms on behalf of that organization and you represent that you have the authority to do so. In such cases, "you" and "your" will refer to that organization.

### Fees and Payments

#### 1.1 Fees for Services.

You agree to pay to ShilpMIS any fees for each service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that service. Where applicable, you will be billed using the billing method you select through your account management page. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify ShilpMIS of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

#### 1.2 Subscriptions

Some of our Services are billed on a subscription basis (we call these "Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a



“billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a subscription.

### **1.3 Taxes**

Our prices listed do not include any taxes, levies, duties or similar governmental assessments of any nature such as value-added, sales, use or withholding taxes, accessible by any jurisdiction (collectively, “Taxes”) unless otherwise indicated. You are responsible for paying taxes associated with your purchase and keeping your billing information up to date.

(a) Non-United States Sales Tax. If applicable, we will charge you VAT, GST or any other sales, consumption or use taxes that arise in connection with your purchases of ShilpMIS Services unless you provide us with a tax identification number that entitles you to an exemption, a valid tax exemption certificate or other documentary proof issued by an appropriate taxing authority that tax should not be charged. If you are located in a jurisdiction with multiple sales, consumption or use taxes, we may charge you the highest prevailing rate if your billing information is incomplete or inaccurate.

(b) United States Sales Tax. If we have a legal obligation to pay or collect sales tax for which you are responsible, we will calculate the sales tax based upon the billing information we have about you and charge you that amount (which, if your billing information is incomplete or inaccurate, may be the highest prevailing rate then in effect), unless you timely provide us with a valid tax exemption certificate acceptable to the appropriate taxing authority.

To be timely, you must provide us with a tax exemption certificate before your initial purchase or upgrade, or, if you miss that mark, within 90 days after such purchase or upgrade, unless your billing information is in Alabama, Louisiana, Maine, Massachusetts, Pennsylvania, or South Carolina in which case within 60 days; or if in Hawaii, Mississippi, or New Mexico within 45 days.

If you provide us with a tax exemption certificate, you represent and warrant that it accurately reflects your tax status and that you will keep such documents current and accurate.

If we subsequently determine in our sole discretion that your tax exemption document is valid, we will refund the sales tax collected based on applicable state tax laws.

If you are required by law to withhold any taxes from your payments to ShilpMIS, you must provide ShilpMIS with an official tax receipt or other appropriate documentation to support such payments.

### **1.4 Price Changes.**

ShilpMIS may change the fees charged to you for the Services at any time, if, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription



## **2. Privacy**

### **2.1 Privacy**

In the course of using the Services, you may submit content to ShilpMIS (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your “Content”). We know that by giving us your Content, you are trusting us to treat it appropriately. You agree that ShilpMIS may use and share your Content in accordance with the applicable data protection laws. If you are a customer who is operating as a “data controller” as defined in the European General Data Protection Regulation 2016/679 (“GDPR”) we have added some additional terms below in Section EU2 to address your obligations under this law. You also agree that you are responsible for notifying these third parties who submit content to you through our Services about the ShilpMIS privacy policy.

### **2.2. Confidentiality.**

ShilpMIS will treat your content as confidential information and only use and disclose it in accordance with these Terms (including the ShilpMIS privacy Policy). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by ShilpMIS); (b) was lawfully known to ShilpMIS before receiving it from you; (c) is received by ShilpMIS from a third party without knowledge of breach of any obligation owed to you; (d) is shared in the context of your account being migrated to an organization’s Enterprise account, if your account is registered using a work email address within that organization; or (e) was independently developed by ShilpMIS without reference to your Content. ShilpMIS may disclose your Content when required by law or legal process, but only after ShilpMIS, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

### **2.3 Security**

ShilpMIS will store and process your content in a manner consistent with industry security standards. ShilpMIS has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

If ShilpMIS becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, personal data related to your account (“Security Incident”), ShilpMIS will take reasonable steps to notify you without undue delay, but in any event within 72 hours of becoming aware of the Security Incident. ShilpMIS will also reasonably cooperate with you with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any other information reasonably requested by you concerning any Security Incident, where such information is not already available to you in your account or online through updates provided by ShilpMIS.



## **3. Your Content**

### **3.1. You Retain Ownership of Your Content.**

You retain ownership of all of your intellectual property rights in your Content. ShilpMIS does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

### **3.2. Limited License to Your Content.**

You grant ShilpMIS a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by the ShilpMIS privacy policy. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of ShilpMIS's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide ShilpMIS with feedback about the Services, we may use your feedback without any obligation to you.

### **3.3. Representations and Warranties**

You represent and warrant that: (a) you own or control the appropriate rights in and to your Content, including any intellectual property owned by third parties; and (b) you will not submit, upload, or otherwise make available via the Services, any Content or materials that (i) you do not have the rights necessary to use, transmit, publish, or to grant us the license as described herein; or (ii) infringe, misappropriate, or otherwise violate any intellectual property, publicity or other rights of any third party.

### **3.4 Customer Lists.**

ShilpMIS may identify you by name and logo as a customer of the Services on our websites and on other promotional materials. Any goodwill arising from the use of your name and logo will insure your benefit.



## **4. ShilpMIS IP**

### **4.1. ShilpMIS IP.**

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by our Brand and Trademark Use Policy, these Terms do not grant you any right to use ShilpMIS's trademarks or other brand elements.

If you submit any feedback or suggestions to us regarding our Services, we may use and share them for any purpose without any compensation or obligation to you.

## **5. User Content**

### **5.1. User Content.**

The Services display content provided by others that is not owned by ShilpMIS. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content regarding the Services. ShilpMIS is not responsible for any actions you take with respect to your Content, including sharing it publicly. Under no circumstances will ShilpMIS be liable for any Content, any other third-party content or materials, or any loss or damage resulting from your use of, or reliance on, such Content or other third-party content or materials. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

### **5.2. Content Review.**

You acknowledge that, in order to ensure compliance with legal obligations, ShilpMIS may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these terms. In the event your Content includes third-party brands, logos or other source identifiers, we may require you to submit a statement of non-affiliation before you may use such Content regarding the Services. However, ShilpMIS otherwise has no obligation to monitor or review any content submitted to the Services.

### **5.3. Third Party Resources.**

ShilpMIS may publish links in its Services to internet websites maintained by third parties. ShilpMIS does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.



## **6. Account Management**

### **6.1. Keep Your Password Secure.**

If you have been issued an account by ShilpMIS concerning your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not ShilpMIS, are responsible for any activity occurring in your account (other than activity that ShilpMIS is directly responsible for which is not performed in accordance with your instructions), whether you authorized that activity. If you become aware of any unauthorized access to your account, you should notify ShilpMIS immediately. Accounts may not be shared and may only be used by one individual per account.

### **6.2. Keep Your Email and Account Details Accurate.**

ShilpMIS occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate.

### **6.3. Remember to Backup.**

You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, ShilpMIS will not be liable for any failure to store, or for loss or corruption of, your Content.

### **6.4. Account Inactivity.**

ShilpMIS may terminate your account and delete any Content contained in it if there is no account activity (such as a log in event or payment) for over 03 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

### **6.5. Customer Success.**

ShilpMIS may assign you a customer success manager (“CSM”). The CSM may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.





## **7. User Requirements**

### **7.1. Legal Status.**

If you are an individual, you may only use the Services if you have the power to form a contract with ShilpMIS. If you do not have the power to form a contract, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms.

### **7.2. Minors.**

“Minors” are individuals under the age of 13 (or a higher age as provided in certain countries and territories). None of the services are intended for use by minors. If you are a Minor in your place of residence, you may not use the Services. By using the Services, you represent and warrant that you are not a Minor.

## **8. Acceptable Uses**

### **8.1. Legal Compliance.**

You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

### **8.2. Acceptable Uses Policy.**

You agree to comply with the Acceptable Uses Policy.

## **9. PCI Compliance**

### **9.1. PCI Standards.**

If you use the Services to accept payment card transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) to the extent they are applicable to your business (the “PCI Standards”). ShilpMIS provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant and the specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Services.



## **10. Suspension and Termination of Services**

### **10.1. By You.**

You can terminate your subscription and delete your account at any time through your account management page. Such termination and deletion will result in the deactivation or disablement of your account and access to it, and the deletion of content you collected through use of the Services. Terminations are confirmed immediately and you will not be charged again for that subscription unless you purchase a new one. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; (b) a refund is required by law; or (c) we, in our sole discretion, determine a refund is appropriate. For clarity, we will not grant a refund where you have used our Services, collected responses, and/or downloaded your responses unless the termination is due to our material, uncured breach or a refund is required by law.

### **10.2. By ShilpMIS.**

ShilpMIS may terminate your Subscription at the end of a billing cycle by providing at least 30 days' prior written notice to you. ShilpMIS may terminate your Subscription for any reason by providing at least 30 days' written notice to you and will provide a pro rata refund for any period of time you did not use in that billing cycle. ShilpMIS may suspend performance or terminate your Subscription for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after ShilpMIS has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, ShilpMIS may limit, suspend, or terminate the Services to you: (i) if you fail to comply with these Terms, (ii) if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services; or (iii) if we are investigating suspected misconduct by you. Also, if we limit, suspend, or terminate the services you receive, depending upon the reason, we will endeavor to give you advance notice and an opportunity to obtain a copy of your Content from that service. However, there may be time sensitive situations where ShilpMIS may decide that we need to take immediate action without notice. ShilpMIS will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. ShilpMIS has no obligation to retain your Content upon termination of the applicable Service.

### **10.3. Further Measures.**

If ShilpMIS stops providing the Services to you because you repeatedly or egregiously breach these terms, ShilpMIS may take measures to prevent the further use of the Services by you, including blocking your IP address.



## **11. Changes and Updates**

### **11.1. Changes to Terms.**

ShilpMIS may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the ShilpMIS website. Changes will be effective no sooner than the day they are publicly posted. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

### **11.2. Changes to Services.**

ShilpMIS constantly changes and improves the Services. ShilpMIS may add, alter, or remove functionality from a Service it provides to you at any time without prior notice. ShilpMIS may also limit, suspend, or discontinue a Service provided to you at its discretion. If ShilpMIS discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to obtain a copy of your Content from that Service. ShilpMIS may remove content from the Services it provides you at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

### **11.3. Downgrades.**

Downgrading your account plan may cause the loss of content, features, functionality, or capacity of your account.

## **12. Disclaimers and Limitations of Liability**

### **12.1. Disclaimers.**

While it is in ShilpMIS 'interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY GUIDANCE OR RECOMMENDATIONS THEREIN ARE PROVIDED "AS IS" AND SHILPMIS DOES NOT MAKE



WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

## **12.2. Exclusion of Certain Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHILPMIS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SHILPMIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **12.3. Limitation of Liability.**

The Service is provided on ShilpMIS on an "as is" and "as available" basis without any warranty of any kind, and you are solely responsible for your use of the Service.

The Service does not include and ShilpMIS shall not be responsible for any retention or storage of your data and Content for Your purposes. You are solely responsible for taking and maintaining appropriate back-up copies of any of your content and data as well as ensuring its functionality. ShilpMIS shall not be held responsible for any loss, destruction or alteration of Your data or other Content or the related costs and damages that result, for instance, from the recreation of files.

To the maximum extent permitted by law, ShilpMIS shall not have any responsibility or liability for the Service or your use thereof. ShilpMIS shall, in no way, assume any responsibility for your data including any damage to your data or its correctness, completeness or accuracy. ShilpMIS shall not be liable for any direct, indirect or consequential damages or losses of any kind under any circumstances.

## **12.4. Indemnification.**

If you are a business, you will indemnify and hold harmless ShilpMIS and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) ("Indemnification Amounts") arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

If you are any kind of user, you will indemnify and hold Indemnified Entities harmless from any Indemnification Amounts arising out of a breach of your obligation in Section 1.3 to ensure your tax exemption certificate, if any, accurately reflects your current tax status.



## **13. Contracting Entity**

### **13.1. Who you are contracting with.**

Unless otherwise noted, the Services are provided by, and you are contracting with, ShilpMIS Technologies Pvt Ltd

### **13.2. ShilpMIS Technologies Pvt Ltd**

For any Service provided by ShilpMIS Technologies Pvt Ltd., the following provisions will apply to any terms governing that Service:

**Contracting Entity.** References to “ShilpMIS”, “we”, “us”, and “our” are references to ShilpMIS Technologies Pvt Ltd, located at Lower Ground Floor, Shilp Maitri House, Bhatar Char Rasta, Surat-395017, Gujarat, India.

**Governing Law.** These Terms of Service shall be governed by the substantive laws of India, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach, termination or validity thereof, shall be resolved by Indian courts, with the Surat District Court as the first instance.

All disputes concerning the interpretation or application of or any matter relating to this Agreement shall be referred to a single arbitrator to be agreed upon by the parties.

If the Parties fail to agree to the appointment of the arbitrator within 30 days of any party giving notice of reference to arbitration, then the Arbitrator shall be appointed by ShilpMIS Technologies Pvt Ltd.

The award made by the Arbitrator shall be final and binding upon the Parties and subject to no appeal.



# ShilpMIS Technologies Pvt Ltd

## Acceptable Uses Policy

Updated 4th October 2021

### Legal Compliance

You must use the Services in compliance with, and only as permitted by, applicable law. The use of our Services in conjunction with other tools or resources in furtherance of any of the unacceptable uses described herein is also prohibited.

### Your Responsibilities

You are responsible for your Content, Customer Data, conduct, and communications with others while using the Services. You must comply with the following requirements when using the Services. If we become aware of content that falls outside the bounds of what is acceptable under this policy, we may remove it and report it. We also take steps to prevent uses of our services that are contrary to the spirit of this policy.

(a) You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.

(b) You may not provide any person under the age of 13 with access to the Services.

(c) You may not purchase, use, or access the Services for building a competitive product or service or for any other competitive purpose.

(d) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.

(e) You may not circumvent or attempt to circumvent any limitations that ShilpMIS imposes on your account (such as by opening up a new account to create content that we have closed for a violation of our terms or policies).

(f) Unless authorized by ShilpMIS in writing, you may not probe, scan, or test the vulnerability or security of the Services or any ShilpMIS system or network.



(g) Unless authorized by ShilpMIS in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.

(h) You may not deny others access to, or reverse engineer, the Services, or assist anyone else to do so, to the extent such restriction is permitted by law.

(i) You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(j) You may not use the Services to infringe the intellectual property rights of others.

(k) Unless authorized by ShilpMIS in writing, you may not resell or lease the Services.

(m) We may offer content like images or videos that are provided by third parties. You may use that material solely in your content. ShilpMIS may modify or revoke that permission at any time at our sole discretion. In using such material, you may not imply that your content is affiliated with or run or endorsed by any company, product, brand or service depicted in that material unless you have obtained their permission.

(n) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns of reasonable users similar to you that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. ShilpMIS will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to ShilpMIS which no longer causes such adverse effects.

(o) You may not register accounts by “bots” or other automated methods.



## **Violence and Hate Speech**

We remove content and may report information related to that content to law enforcement authorities if we become aware of, or believe that, a genuine risk of harm or threat to public safety exists.

Our Services may not be used to directly or indirectly threaten or attack others, or to organize or incite violence, harassment, or property damage.

Our Services may not be used for hate speech, or to promote or fund such acts. Examples of hate speech include attacking or advocating for the abuse or exclusion of people based on their ethnicity, national origin, political or religious affiliations, gender, sexual orientation, genetic predisposition, disability, medical or physical condition, veteran status, or any other protected classes under applicable law.

Our Services may not be used to promote or glorify self-harm.

## **Bullying, Harassment and Criminal Activity**

Our Services may not be used to bully or harass others nor in furtherance of any criminal activity or in violation of any applicable law.

## **Intellectual Property Infringement**

Please respect the intellectual property rights of others. You must have the appropriate rights to use any content included in your projects. It is your responsibility to determine what rights you need, to obtain and maintain those rights, and to understand how you are permitted to exercise those rights. You may include content, including any third-party logos, brands and other indicia of source, (a) to the extent permitted as a fair use or otherwise under applicable law, and (b) so long as the use does not (i) cause confusion as to the origin or sponsorship of a good or service, (ii) imply sponsorship or endorsement by the trademark owner where none exists, or (iii) inaccurately describe a product or service. We recommend that you seek independent legal counsel if you have questions about your use of content or intellectual property owned by a third party.





# ShilpMIS Technologies Pvt Ltd

## Privacy Policy

Updated 4th October 2021

### PERSONAL DATA FILE AND THE CONTROLLER

**Name of the Personal Data File:** ShilpMIS User Register

**Controller:** ShilpMIS Technologies Pvt Ltd (PAN no. AAYCS2411G), a company duly incorporated under the laws of India and having its principal place of business at Shilp Maitri Apartment, Bhatar Char Rasta, Surat, India ("Melzo")

**Contact email:** [contact@melzo.com](mailto:contact@melzo.com)

### 1. Introduction

1.1 This Privacy Policy applies to all the products, services, websites and apps offered by ShilpMIS Technologies Pvt Ltd ( "ShilpMIS"), except where otherwise noted. We refer to those products, services, websites, and apps collectively as the "services" in this policy. Unless otherwise noted in your contract, our services are provided by ShilpMIS Technologies Pvt Ltd.

1.2 The Service may contain links to websites and services of third parties. These websites or services are subject to their own privacy policies as well as terms and conditions. ShilpMIS does not take any responsibility for third parties' privacy policies, terms and conditions or processing of personal data in such third parties' operations. ShilpMIS recommends paying attention to such then-current privacy policies and terms and conditions applicable to the processing of personal data by third parties.

### 2. Information we collect

#### 2.1 Who are "you"?

We refer to "you" a lot in this Privacy Policy. To better understand what information is most relevant to you, see the following useful definitions.

**Creators:** You hold an account within a ShilpMIS service and you directly create content within an account.



Visitors: You are just visiting one of our websites because you are curious, or you have heard about us from our marketing and sales channels!

## 2.2 Information we collect about you.

- **Contact Information** (for example name or email address).

You might provide us with your contact information, whether through use of our services, a form on our website, an interaction with our sales or customer support team, or a response to one of ShilpMIS's own surveys or forms.

- **Usage information.**

We collect usage information about you whenever you interact with our websites and services. This includes which webpages you visit, what you click on, when you perform those actions, what language preference you have, what you buy and so on.

- **Device and browser data.**

We collect information from the device and applications you use to access our services. Device data mainly means your IP address, operating system version, device type, device ID/MAC address, system and performance information, and browser type. If you are on a mobile device we also collect the UUID for that device.

- **Information from page tags.**

We use first party and third party cookies and tracking services that employ cookies and page tags (also known as web beacons) to collect data about visitors to our websites. This data includes usage and user statistics. Emails sent by ShilpMIS or by users through our services also include page tags that allow the sender to collect information about who opened those emails and clicked on links in them.

- **Log Data.**

Like most websites today, our web servers keep log files that record data each time a device accesses those servers. The log files contain data about the nature of each access, including originating IP addresses, internet service providers, the files viewed on our site (e.g. HTML pages, graphics, etc.), operating system versions, device type and timestamps.

- **Referral information.**

If you arrive at a ShilpMIS website from an external source (such as a link on another website or in an email), we record information about the source that referred you to us.

- **Information from third parties and integration partners.**

We collect your personal information from third parties where, for example, you give permission to those third parties to share your information with us, where such information is publicly available online or through your device/browser data.



If you are a Creator, we may also collect:

### **Account Information**

- **Registration information.**

You need a ShilpMIS account before you can use ShilpMIS services. When you register for an account, we collect your first and last name, username, password, phone number and email address. If you choose to register by using a third party account (such as your Google or Facebook account), please see “Information from third parties” below.

- **Billing information.**

If you make a payment to ShilpMIS, we require you to provide your billing details, a name, address, email address and financial information corresponding to your selected method of payment (e.g. a credit card number and expiration date or a bank account number). If you provide a billing address, we will regard that as the location of the account holder to determine the ShilpMIS entity with whom you contract and the sales tax, if applicable, to be applied to your purchase.

## **3. How we use the information we collect**

### **3.1 Creator**

We process personal data about you where:

- You have consented;
- We need to fulfill our contractual responsibility to deliver the services to you; or
- We have a legitimate interest to: improve the service experience; and

Develop new products and service features.

In each of the instances where we describe how we use your data in this Privacy Policy, we have identified which of these grounds for processing we are relying upon.

You have consented to us using certain types of tracking and third party cookies on our websites. In particular:

### **Cookies and Similar technology.**

We or third party data and advertising platforms that we work with may use or combine multiple technologies, such as cookies, page tags, mobile identifiers and IP addresses to infer users' common identities across different services and multiple devices such as tablets, browsers, and mobile phones. We may do so, for instance, to tailor ads to users, to enable us to determine the success of our advertising campaigns and to improve upon them. These third party data and advertising platforms may sometimes use data that we provide to them in



order to improve their technologies and their ability to match common devices to users. You can withdraw your consent at any time.

More details: The above data and techniques are used for personalized marketing, analytics, and related purposes. We use this data to personalize online marketing campaigns to be relevant to you and your interests in our services. By clearing your cookies in your browser settings, you will no longer see personalized messages in this way but you continue to see ads over the internet that are not based on the information you provided to ShilpMIS. Depending on your geographic location you can also withdraw your consent using our in-product cookie management tools.

We process your personal information in the following categories of data for legitimate interests pursued by us, which are described in detail in this Privacy Policy. We have undertaken to ensure that we place clear limitations on each of these uses so that your privacy is respected and only the information necessary to achieve these legitimate aims is used. Our primary goal is to improve upon and make sure our services and messaging are relevant for all our users, while also ensuring that personal information of all users is respected and protected.

#### **Contact Information.**

We use contact information to respond to your inquiries, send you information as part of the services, and send you marketing information (as long as you do not opt-out).

More details: We use your email address to send you marketing (newsletters), unless you indicate a preference to opt-out and for general updates on your account. You can opt out of marketing communications at any time by clicking on the “unsubscribe” link in them and changing the relevant setting on your My Account page.

#### **How do you use our services.**

We use information about how you use our services to improve our services for you and all users.

More details: We collect information about the types of content you create (e.g. VR/AR, VR Expo, AR Try-ons), the types of plans you purchase and your account transactional behavior to build a profile about you so as to help direct you and your organization to other relevant features and services we offer and help you in using our services, for example by making recommendations for you to optimize the use of our services.

#### **Device and browser data.**

We use device data both to troubleshoot problems with our service and to make improvements to it. We also infer your geographic location based on your IP address.

More details: We collect this to help us improve your service experience through



a specific device/browser by optimizing how the website looks in a particular browser, how your screen brightness affects your experience and to ensure the service operates optimally and as it should on different devices and browsers.

### **Log data.**

We use log data for many different business purposes including:

- To monitor abuse and troubleshoot.
- To create new services, features, content or make recommendations.
- To track behavior at the aggregate/anonymous level to identify and understand trends in the various interactions with our services.
- To fix bugs and troubleshoot product functionality.
- To investigate security issues.

More details: Your IP address is used to determine where an unknown/unauthorized access may have occurred in your account (abuse monitoring).

### **Referral information.**

We use referral information to track the success of our integrations and referral processes.

### **Third parties and integrations.**

We collect and use information from third parties and integration partners, where applicable to one of our services, to:

- Ensure you can sign-up to our service from a third party integration like Facebook/LinkedIn/Microsoft/Google/SSO;
- To personalize our services for you; and
- Ensure you can use our service in conjunction with other services.

### **Service and Marketing uses.**

#### **Profiling.**

We combine information about you from third party sources with information we hold about you to create a user profile, which will help us to make our sales and marketing efforts more relevant to you and to personalize and improve your service experience.

To manage our services we will also internally use your information and data, for the following limited purposes:

- To enforce our agreements where applicable;
- To prevent or address potentially unlawful activities; and
- To screen for and prevent undesirable or abusive activity. For example, we have automated systems that screen content for phishing activities, spam, and fraud.
- Legal uses.
- To respond to legal requests or prevent fraud, we may need to use and disclose information or data we hold about you. If we receive a subpoena or other legal request, we may need to inspect the data we hold to



determine how to respond.

We collect and use the following on the basis that we have to use this information in order to fulfill our contract with you:

### **Your Account Information.**

We need to use your account information to run your account, provide you with services, bill you for our services, provide you with customer support, and contact you about your service or account. We occasionally send you communications of a transactional nature (e.g. service-related announcements, billing-related matters, changes to our services or policies, a welcome email when you first register). You cannot opt out of these communications since they are required to provide our services to you.

### **3.2 Visitor**

We process personal data about you where:

- You have consented or;
- We have a legitimate interest to:
  - Improve the service experience; and
  - Develop new products and service features.
- In each instances where we describe how we use your data in this Privacy Policy, we have identified which of these grounds for processing we are relying upon.

When you have consented or we have a legitimate basis for doing so, we collect and use the following information about you:

### **Contact Information.**

We use contact information to respond to your inquiries or send you information about our services, either where you have agreed to this at the point of providing your information or where you operate in a business which may be interested in our services and for as long as you do not opt-out.

Examples

We provide your email address to a member of our sales team who will contact you if you submit an inquiry through one of the online forms on our site. You will also receive marketing communications from us if you have consented to this at the point where you provided your information. We will always provide you with the means to opt-out of this marketing at any time.

### **Cookies and similar technology.**

We or third party data and advertising platforms that we work with may use or combine multiple technologies, such as cookies, page tags, mobile identifiers and IP addresses to infer users' common identities across different services and multiple devices such as tablets, browsers, and mobile phones. We may do so, for instance, to tailor ads to users, to enable us to determine the success of our



advertising campaigns and to improve upon them. These third party data and advertising platforms may sometimes use data that we provide to them in order to improve their technologies and their ability to match common devices to users.

#### Examples

To personalize marketing campaigns run through third party advertisers and help ShilpMIS measure online advertising success and to deliver ads for our services based on user preferences. See our Cookies section. If you do not want ShilpMIS to use this information to serve you targeted ads about our services, you may indicate your preferences at <https://www.aboutads.info>, <https://preferences-mgr.truste.com/> or, if you are located in the European Union, at <https://www.youronlinechoices.eu/>. You may continue to receive ads over the internet that are not based on information you provided to ShilpMIS.

As a result of the above data we collect, we also carry out the following processing for legitimate business interests pursued by us:

#### **User Profiles.**

We combine information about you from third party sources with information we hold about you to create a user profile, which will help us to make our sales and marketing efforts more relevant to you and to personalize and improve our marketing/sales campaigns and website experience.

#### **Device data.**

We use device data both to troubleshoot problems with our service and to make improvements to it. We also infer your geographic location based on your IP address. Some examples relevant to you:

#### Examples

We collect device and browser information from you to troubleshoot website functionality issues and to fix bugs.

#### **How do you use our services.**

We use information about how you have interacted with our websites to improve our website services for you and all users. Some examples relevant to you:

#### Examples

We collect information about the webpages you have visited and your activity on our sites at an aggregate level. We collect this information so that we can track the most visited and most useful parts of our website to identify what are our most popular services.



### **Log data.**

We use log data for many different business purposes including the following:

- To monitor abuse and troubleshoot;
- To track your preferences and create new services, features, content or make recommendations personalized for you;
- To track behavior at the aggregate/anonymous level to identify and understand trends in the various interactions with our services; and
- To fix bugs and troubleshoot product functionality.

#### Examples

Your browser type to determine how we can present our website best within that browser environment.

### **Referral information.**

We use referral information to track the success of our integrations and referral processes.

#### Examples

If you clicked on an advertisement for one of our brands, presented by one of our partners on the web, which brought you to one of our websites, we will record this information to help us track the success of advertising campaigns

- To manage our services we will also internally use your information and data, for the following limited purposes:
- To enforce our agreements where applicable;
- To prevent potentially illegal activities; and
- To screen for and prevent undesirable or abusive activity. For example, we have automated systems that screen content for phishing activities, spam, and fraud.
- Legal uses.
- To respond to legal requests or prevent fraud, we may need to disclose any information or data we hold about you. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

In some cases, as a former website visitor, we may not have any personal information about you (for example if you have not interacted with our site or have cleared your cookies).

## **4. Information you share**

Many of our services let you share information with others. Remember that when you share information publicly, it can be indexable by search engines. Our services provide you with different options on sharing and deleting your content but we cannot delete content from search engines so you need to be careful about the information you make public.





## 5. Information we share

We do not share your information or data with third parties outside ShilpMIS except in the following limited circumstances:

If your organization has purchased an Enterprise account and you are using an email address on a domain owned by your employer or organization linked to your individual account, your email address, name and account data will subsequently be visible to the primary administrator(s).

To help us provide certain aspects of our services we use our affiliates and trusted key partners – in particular, we engage third parties to:

- Facilitate our collectors for sending surveys by email or text to respondents. For email delivery and SMS/text services, we use Zoho Campaigns. We share the relevant contact information for respondents (email address or phone number as applicable) with these third parties.
- Facilitate customers in making payments.
- to detect fraud (to include, for example, performing identify checks or verify malicious IPs).
- Deliver and help us track our marketing and advertising content.
- Help us track website conversion success metrics.
- Manage our sales and customer support services to you, including for resolving any disputes.

We enter into confidentiality and data processing terms with partners to ensure they comply with high levels of confidentiality and best practices in privacy and security standards and we regularly review these standards and practices.

On your instructions, we share your information or data if you choose to use an integration in conjunction with ShilpMIS services, to the extent necessary to facilitate that use.

We also may have to share information or data for the following purposes:

- To meet any applicable law, regulation, legal process or enforceable governmental request;
- To enforce applicable policies, including investigation of potential violations;
- To detect, prevent, or otherwise address fraud, security or technical issues;
- To protect against harm to the rights, property or safety of our users, the public or to ShilpMIS and/or as required or permitted by law; and
- To facilitate a sale, merger or change in control of all or any part of our company or business or in preparation for any of these events.



## 6. Cookies

The New Cookie Management Tool is now available in some regions – click on Cookie Preferences in the footer of our Sites to manage your cookie preferences at any time! You can also manage cookies within your browser.

We use cookies and similar technologies on our websites. We use certain cookies that you agree to when you use our sites and, in the case of some cookies, for legitimate interests of delivering and optimizing our services (where the cookie delivers essential functionality). Cookies are small bits of data we store on the device you use to access our services so we can recognize repeat users. Each cookie expires after a certain period, depending on what we use it for. We use cookies and similar technologies for several reasons:

For security reasons.

We use cookies to authenticate your identity and confirm whether you are currently logged into our site or determine if an incident impacts you.

To provide you with personalized content.

We store user preferences, your default language, device and browser information, your profile information which includes, the level of usage of service and the web-pages on our site which you visit, so we can identify you across devices and personalize the content you see.

To improve our services and track our campaigns.

We use cookies to analyze and measure your visits to and exploration of our websites and track referral data. This information helps us to develop and improve our services (it helps us focus on the parts of the service you seem most interested in), to optimize the content we display online and also to track the success of marketing campaigns.

To advertise to you.

We, or our service providers and other third parties we work with, place cookies when you visit our website and other websites or when you open advertising content online or emails that we send you, in order to provide you with more tailored marketing content (about our services or other services), and to evaluate whether this content is useful or effective. For instance, we evaluate which ads are clicked on most often, and whether those clicks lead users to make better use of our tools, features and services. If you don't want to receive ads that are tailored to you based on your online activity, you may "opt out" of many of the companies that are involved in such tailoring by going to <https://www.aboutads.info>, <https://preferences-mgr.truste.com/> or, if you're located in the European Union, at <https://www.youronlinechoices.eu>. Opting out in this way does not mean you will not see any ads; it just means that you will not see ads that have been tailored to you based on your activities and inferred preferences.



Google Analytics.

We use Google Analytics as a tool to measure the success of our advertising campaigns and referrals through third party advertising partners. The Google Analytics data collected for these purposes is aggregated and anonymous.

Where you have explicitly consented, or have not disabled third party advertising cookies (depending on your location), we will also use Google Analytics data to support display advertising, including re-targeting. In addition to customizing your preferences for these behaviors through steps we have outlined in our banners and privacy policy you can also customize the Google Display Network ads by using the Google Ad Preferences Manager and learn more about how Google serves ads by viewing its Customer Ads Help Center.

You can also choose to remove or disable cookies via your browser settings and, depending on your geographic location you can withdraw consent to non-essential cookies using the in-product cookie preferences tool.

## **8. Data Retention**

If you are a Creator, we generally do not delete the data in your account as long as your account is active – you are responsible for and control the time periods for which you retain this data. You can read about this here for account use. Here are some exceptions:

If you are a Melzo's Services Pay as you go (free) user on our platforms and you have not engaged with the service actively for some time, we reserve the right to delete your account and data in accordance with our data retention policy.

We also encourage Creators to actively review their data retention practices in their account and take care to retain data only as long as is strictly necessary.

## **9. Changes to our Privacy Policy**

We can make changes to the Privacy policy from time to time. We will identify the changes we have made on this page. In circumstances where a change will materially change the way in which we collect or use your personal information or data, we will send a notice of this change to all of our account holders.

## **10. Personalized marketing**

You can opt-out from direct marketing in your account and we provide opt-out options in all direct marketing emails. Finally, if you do not wish to see personalized marketing content on the web related to our service you can clear the cookies in your browser settings. See our Help Center article on how to do this here.