

SALTED

PRIVACY POLICY

Effective Date: 1 March 2025 | Version: 2.0 | Last Updated: 1 March 2025

Tirupur, Tamil Nadu, India

1. About This Policy

This Privacy Policy ('Policy') governs the collection, use, storage, disclosure, and protection of personal data by Salted ('we', 'us', 'our', 'Salted'), a sole proprietorship registered at Tirupur, Tamil Nadu, India, operating the fashion brand Salted through its official website hosted by BINI ('Website').

This Policy is published in accordance with:

- The Information Technology Act, 2000 ('IT Act')
- The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ('SPDI Rules')
- The Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020
- The Digital Personal Data Protection Act, 2023 ('DPDP Act'), to the extent in force and applicable

2. Identity of the Data Fiduciary

Notice under Section 5 of the Digital Personal Data Protection Act, 2023: Salted is the Data Fiduciary in respect of the personal data you provide. This Policy constitutes the notice required to be given to you before or at the time of collection of your personal data, describing the nature of personal data collected, the purpose of processing, your rights as a Data Principal, and the manner in which you may exercise those rights or withdraw consent.

Business Name: Salted

Structure: Sole Proprietorship

Registered Address: Tirupur, Tamil Nadu, India

Contact / Grievance: contact@saltedd.com

Response Time: Within 30 days of receipt of any data-related request or complaint

3. Account Creation and Consent

Access to our checkout and purchase services requires the creation of a registered user account. Guest checkout is not available on our Website.

3.1 How We Obtain Your Consent

In compliance with the Digital Personal Data Protection Act, 2023, we obtain your consent before or at the time of collecting your personal data. Consent is obtained through the following mechanism:

- During account registration, you will be presented with a clearly worded consent declaration and a mandatory checkbox to indicate your agreement to this Policy.
- The consent checkbox is not pre-ticked. You must actively check it to proceed with registration.
- Proceeding to place an order after account creation constitutes your continued and informed consent to the processing of your personal data as described in this Policy.

Your consent is:

- Free – it is not a condition to accessing unrelated services
- Specific – it relates to clearly defined categories of data and stated purposes
- Informed – this Policy sets out all material information before consent is sought
- Unambiguous – it is obtained through a clear affirmative action (checkbox) and not by default or silence

3.2 Consequences of Not Providing Consent

If you choose not to provide consent, you will not be able to create an account or place orders on our Website. We do not process personal data for any purpose other than those for which consent has been obtained.

3.3 Withdrawal of Consent

You may withdraw your consent at any time by submitting a written request to contact@saltedd.com. Please note the following:

- Withdrawal of consent will not affect the lawfulness of any processing carried out prior to the withdrawal.
- Upon withdrawal, we will cease processing your personal data for new purposes; however, we are required to retain certain data (including transaction records) for the periods mandated by law, as detailed in Clause 9 of this Policy.
- Withdrawal of consent will result in the deactivation of your account and your inability to place future orders.

4. Eligibility and Age of Users

Our Website and services are open to all individuals regardless of age. We do not impose an 18+ restriction on our customers. However, in accordance with the DPDP Act, 2023:

- If you are a minor (under the age of 18), consent to this Policy and to the processing of your personal data must be provided by your parent or lawful guardian.

- By completing account registration and checking the consent box, a minor's parent or guardian confirms that they have reviewed this Policy, that they authorise the minor's use of our services, and that they consent on behalf of the minor to the processing of the minor's personal data as described herein.

- We rely on the accuracy of this representation. Salted does not independently verify the age of users at the point of registration.

If we become aware that personal data has been collected from a minor without verifiable parental or guardian consent, we will take steps to delete such data. Parents or guardians may contact us at contact@saltedd.com to request deletion.

5. Personal Data We Collect

5.1 Data Provided Directly by You

When you create an account or place an order, we collect:

- Full name
- Email address
- Phone number
- Shipping address
- Billing address
- Order details and transaction history

5.2 Data Collected Automatically

When you visit our Website, we may collect:

- IP address
- Browser type and version
- Device type and operating system
- Pages visited, time spent on pages, and navigation behaviour
- Cookie identifiers and session data

We do not store credit card, debit card, net banking credentials, or any payment instrument details on our servers. All payment data is processed exclusively through our authorised third-party payment processors: Razorpay, Google Pay (GPay), and PayPal. Each processor operates under its own security and data protection framework, which we encourage you to review.

6. Purpose of Data Processing

We collect and process your personal data only for the following specific, lawful purposes for which consent has been obtained:

- Account creation, authentication, and management
- Processing, fulfilling, and tracking your orders
- Sending transactional communications via WhatsApp (order confirmation, dispatch, and delivery updates)
- Processing payments through authorised third-party payment gateways
- Complying with applicable legal obligations including tax, accounting, and regulatory requirements
- Detecting and preventing fraud, unauthorised access, and unlawful activity
- Responding to customer service and grievance enquiries
- Improving Website performance through anonymised analytics

7. Customer Communications

We communicate with customers strictly on a transactional basis. The only communications you will receive from Salted are:

- Order confirmation
- Shipping dispatch and tracking notifications
- Delivery status updates

Our only official communication channel is contact@saltedd.com. If you receive any communication purporting to be from Salted through any other channel or address, treat it with caution and report it to us immediately.

8. Disclosure and Sharing of Personal Data

We do not sell, trade, or disclose personal data for commercial purposes. Limited disclosure occurs only in the following circumstances:

8.1 Service Providers

- Payment Processors – Razorpay, Google Pay (GPay), and PayPal: for secure payment processing. These processors are independently regulated and compliant with applicable data protection and financial security standards.
- Logistics Partners – Third-party courier and delivery services: for order fulfilment and delivery. Only your name, shipping address, and contact number are shared.
- Website and Hosting Infrastructure – BINI: for technical operation and hosting of the Website.
- Communication Platforms – WhatsApp (Meta): for delivery of transactional order updates.

8.2 Legal Obligations

We may disclose personal data where required by law, court order, or governmental or regulatory authority, or where necessary to protect the rights, property, or safety of Salted, its customers, or the public.

8.3 International Data Transfers

Certain third-party service providers used by Salted – including PayPal and WhatsApp (Meta) – may process and store personal data on servers located outside India. We do not operate our own international data infrastructure; however, by using these services, your data may be transferred outside India.

Where such transfers occur:

- They are carried out solely for the purposes described in this Policy.
- They are made to service providers who maintain appropriate data protection standards under their own frameworks.
- We do not control the data infrastructure of third-party processors and recommend you review their respective privacy policies.

We make no representation that all data is stored exclusively within India. If you have concerns about international data transfers, please contact us at contact@saltedd.com before using our services.

9. Data Retention

We retain personal data only for as long as necessary for the purposes for which it was collected or as required by law:

- Account data is retained for the duration of your account's existence and for a minimum of 3 years following account closure.
- Order and transaction records are retained for a minimum of 7 years to comply with applicable accounting, tax, and consumer protection law.
- Analytics and session data is retained in anonymised form and is not subject to a fixed deletion schedule.
- Data processed solely on the basis of consent (where not also required for legal compliance) will be deleted within a reasonable period following withdrawal of consent.

Upon expiry of the applicable retention period, personal data is securely deleted or irreversibly anonymised.

10. Data Security

We implement reasonable security practices and procedures as mandated under Rule 8 of the SPDI Rules, 2011, including:

- HTTPS encryption for all data transmitted through the Website
- Access controls restricting data access to authorised personnel only
- No storage of payment card data or financial credentials on our servers
- Periodic review of security practices to address evolving threats

Notwithstanding the above, no method of electronic transmission or digital storage is absolutely secure. We make no warranty or guarantee – express or implied – that personal data will be immune from interception, unauthorised access, cyberattack, or data breach. Salted's liability in connection with any security incident is expressly limited as set out in Clause 14 of this Policy.

In the event of a data breach that is likely to result in a high risk to your rights, we will notify you and the relevant authority as required under applicable law, within the timeframe prescribed.

11. Your Rights as a Data Principal

Under the DPDP Act, 2023 and other applicable law, you have the following rights in respect of your personal data:

- **Right to Access:** You may request a summary of the personal data we hold about you and the purposes for which it is being processed.
- **Right to Correction and Completeness:** You may request correction of inaccurate, incomplete, or outdated personal data.
- **Right to Erasure:** You may request deletion of your personal data, subject to our obligations to retain certain records under applicable law (see Clause 10).
- **Right to Withdraw Consent:** You may withdraw consent at any time. See Clause 3.3 for the consequences and procedure.
- **Right to Grievance Redressal:** You have the right to have data-related grievances addressed in a timely and effective manner by our Grievance Officer.
- **Right to Nominate:** Under the DPDP Act, you may nominate another individual to exercise your data rights on your behalf in the event of your death or incapacity.

To exercise any of the above rights, submit a written request to contact@saltedd.com. We will respond within 30 days. We may require identity verification before processing your request.

12. User Obligations and Indemnification

By creating an account and using our Website, you represent and warrant that:

- All information you provide is accurate, current, and complete at the time of submission.
- You are authorised to provide the personal data you submit (including, where applicable, any data provided on behalf of a minor in your capacity as parent or guardian).
- You will not use our Website for any unlawful purpose or in a manner that infringes the rights of others.
- You will maintain the confidentiality of your account credentials and will not share them with any third party.

You agree to fully indemnify, defend, and hold harmless Salted, its proprietor, employees, agents, and successors from and against any claim, loss, liability, damage, cost, or expense (including reasonable legal fees) arising out of or in connection with:

- Your breach of any representation, warranty, or obligation under this Policy
- Provision of false, inaccurate, or misleading personal data
- Unauthorised use of your account by any person due to your failure to maintain credential confidentiality
- Any claim by a third party arising from your use of our Website or services

This indemnification obligation survives termination of your account and cessation of use of our Website.

13. Limitation of Liability

To the maximum extent permitted under applicable Indian law:

- Salted shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive loss or damage arising from or related to this Policy, the collection or processing of personal data, or any data security incident.
- Salted shall not be liable for any loss, damage, or harm resulting from a cyberattack, hacking, unauthorised access, malware, ransomware, or other third-party interference that could not have been reasonably prevented.
- Salted makes no representation that its security measures will prevent all breaches or that data transmitted over the internet will be free from interception.
- In any event, the aggregate liability of Salted arising out of or in connection with this Policy shall not exceed the total value of the order placed by you that gave rise to the claim.

Nothing in this Clause limits liability for fraud, wilful misconduct, or any liability that cannot be excluded by law.

14. Third-Party Links and Services

Our Website may contain links to or integrations with third-party platforms including payment gateways and logistics providers. We are not responsible for the privacy practices, security standards, or content of any third-party platform. We strongly encourage you to review the respective privacy policies of Razorpay, Google Pay, PayPal, and any other third-party service you access through our Website.

15. Grievance Officer

In accordance with the IT Act, 2000, the SPDI Rules, 2011, and the DPDP Act, 2023, the following contact is designated to receive and resolve data-related grievances:

Designation: Grievance Officer – Salted

Email: contact@saltedd.com

Address: Tirupur, Tamil Nadu, India

Response Timeline: Within 30 days of receipt

All grievances must be submitted in writing to the email address above, clearly stating the nature of the grievance, the personal data concerned, and the relief sought. We will acknowledge receipt and respond within the stipulated period.

16. Amendments to This Policy

We reserve the right to modify this Policy at any time. The revised Policy will be published on our Website with an updated effective date. If material changes are made that affect how we process your personal data or your rights under this Policy, we will notify you via the email address associated with your account prior to the changes taking effect.

Your continued use of the Website and services following publication of a revised Policy constitutes your acceptance of the updated terms. If you do not agree with the revised Policy, you must withdraw consent and discontinue use of our Website as set out in Clause 3.3.

17. Governing Law and Jurisdiction

This Policy is governed by and construed in accordance with the laws of the Republic of India. Any dispute, claim, or controversy arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts located in Tirupur, Tamil Nadu, India.

SALTED

Tirupur, Tamil Nadu, India

contact@saltedd.com

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