

# **MALANKARA PLANTATIONS LIMITED**

## **PRIVACY POLICY**

By accessing, browsing, registering on, or using this website (“Website”), you acknowledge that you have read, understood, and agreed to the terms of this Privacy Policy, including the collection, use, storage, processing, and disclosure of information as described herein.

Malankara Plantations Limited reserves the right to modify, amend, update, or replace this Privacy Policy at any time without prior notice. Continued use of the Website following any such modification shall constitute acceptance of the revised Privacy Policy.

### **1. INFORMATION WE COLLECT**

When you interact with our Website, place an order, register an account, subscribe to communications, or otherwise communicate with us, we may collect, process, and store information including but not limited to:

- name;
- address;
- telephone number;
- e-mail address;
- billing and shipping details;
- payment-related information;
- purchase history;
- account credentials; and
- any other information voluntarily provided by you.

We may also automatically collect technical and usage-related information including but not limited to:

- IP address;
- browser type and version;
- operating system;
- device information;
- pages visited;
- search activity;
- cookies and tracking identifiers;
- clickstream data;
- access dates and times; and
- diagnostic and analytical information.

Such information may be aggregated, anonymized, analysed, and used for operational, statistical, analytical, marketing, security, fraud prevention, compliance, and business improvement purposes.

### **2. USE OF INFORMATION**

The Company may use collected information for purposes including but not limited to:

- processing and fulfilling orders;
- providing customer support;
- responding to inquiries and complaints;
- improving products, services, and Website functionality;
- processing payments and transactions;
- conducting analytics and market research;
- preventing fraud, abuse, unauthorised activity, or security breaches;
- complying with legal, regulatory, taxation, and law enforcement requirements;
- communicating offers, promotions, updates, newsletters, and marketing materials; and
- protecting the rights, property, operations, reputation, and security of the Company.

### **3. DISCLOSURE OF INFORMATION**

The Company may disclose, transfer, share, store, or process information with:

- employees, affiliates, and group entities;
- logistics and delivery partners;
- payment gateways and financial institutions;
- technology service providers and hosting providers;
- professional advisors, auditors, insurers, and consultants;
- government authorities, regulators, courts, and law enforcement agencies; and
- any third party where disclosure is reasonably necessary for operational, legal, security, compliance, contractual, or business purposes.

The Company does not sell personal information for monetary consideration. However, you acknowledge and agree that information may be processed, stored, or transferred as reasonably necessary for the operation and administration of the business and Website.

### **4. COOKIES & TRACKING TECHNOLOGIES**

The Website may use cookies, pixels, analytics tools, and similar technologies to improve user experience, analyse Website traffic, enhance security, personalise content, and support marketing and operational functions.

By using the Website, you consent to the use of such technologies. You may modify browser settings to disable cookies; however, certain Website functionalities may become unavailable or impaired.

### **5. DATA SECURITY DISCLAIMER**

While the Company implements commercially reasonable physical, technical, electronic, and administrative safeguards to protect information, no method of transmission, storage, or electronic processing is completely secure.

Accordingly, the Company does not guarantee or warrant absolute security, uninterrupted availability, or complete protection against unauthorised access, hacking, data loss, cyber-attacks, system failures, misuse, or disclosure.

To the maximum extent permitted under applicable law, the Company disclaims liability for any unauthorised access, interception, alteration, theft, misuse, loss, corruption, or disclosure of information arising from events beyond the Company's reasonable control.

## **6. THIRD-PARTY WEBSITES & SERVICES**

The Website may contain links to third-party websites, platforms, payment gateways, applications, or services operated independently by third parties.

The Company does not control, endorse, monitor, or assume responsibility for the privacy practices, content, terms, security, availability, or operations of such third-party services and shall not be liable for any damages, claims, losses, or injuries arising from their use.

Users access third-party services entirely at their own risk.

## **7. WEBSITE CONTENT DISCLAIMER**

While reasonable efforts are made to maintain accurate and updated information on the Website, the Company makes no representations, warranties, or guarantees regarding the accuracy, reliability, completeness, suitability, availability, or timeliness of any information, content, products, services, graphics, or materials displayed on the Website.

The Company shall not be liable for any reliance placed on Website content or for any damages arising from access to or use of the Website.

## **8. INTELLECTUAL PROPERTY**

All trademarks, logos, trade names, product names, content, graphics, text, images, designs, software, and materials appearing on the Website are the exclusive property of Malankara Plantations Limited or its licensors and are protected under applicable intellectual property laws.

No content from the Website may be copied, reproduced, distributed, modified, published, transmitted, displayed, exploited, or commercially used without prior written authorisation from the Company.

Limited personal, non-commercial access is permitted solely for lawful informational purposes.

## **9. LIMITATION OF LIABILITY**

To the maximum extent permitted under applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or business losses arising from:

- use or inability to use the Website;

- data loss or disclosure;
- interruptions or technical failures;
- cyber incidents;
- third-party actions;
- inaccuracies in Website content; or
- unauthorised access to information.

In any event, the total aggregate liability of the Company shall not exceed the amount actually paid, if any, by the user for use of the relevant service or product giving rise to the claim.

## **10. INDEMNITY**

You agree to indemnify, defend, and hold harmless Malankara Plantations Limited, its directors, officers, employees, affiliates, representatives, service providers, and agents from and against any claims, liabilities, damages, losses, penalties, proceedings, expenses, or costs (including reasonable legal fees) arising from:

- your use of the Website;
- violation of this Privacy Policy;
- violation of applicable law;
- misuse of Website content; or
- infringement of third-party rights.

## **11. FORCE MAJEURE**

The Company shall not be liable for any failure, interruption, delay, or inability to perform obligations arising from events beyond reasonable control including but not limited to natural disasters, cyber-attacks, technical failures, power outages, governmental actions, labour disputes, pandemics, telecommunications failures, or force majeure events.

## **12. GOVERNING LAW & JURISDICTION**

This Privacy Policy shall be governed by and construed in accordance with the laws of India. Any disputes arising in connection with this Privacy Policy shall be subject to the exclusive jurisdiction of the competent courts located in Kottayam, Kerala.

## **13. CONTACT DETAILS**

For any questions, concerns, or requests regarding this Privacy Policy, please contact:

Malankara Building, Kodimatha, Kottayam, Kerala, India - 686013.

Email: [info@malankaraplantations.co.in](mailto:info@malankaraplantations.co.in)

Phone: [+91 481-2568360](tel:+914812568360)