

PRIVACY POLICY

Last updated: 01/07/2027

This privacy policy ("**Privacy Policy**") sets out how Golden Rich Financial & Real Estate Solutions Private Limited ("**Golden Rich**", "**Company**", "**we**", "**us**" or "**our**") collects, uses, shares and otherwise processes Personal Data in connection with the operation of its short-term rental marketplace platform.

1) INTRODUCTION

- 1.1. **Identity of the Company.** Golden Rich is an Indian technology company incorporated under the Companies Act, 2013, having its registered office at **Office no. 804, Royal Aavaan Avenue, Jehan circle, opp. Bhosala Military school gate, Architects Colony, Ashtavinayak Colony, Veer Sawarkar Nagar, Nashik, Maharashtra 422013**. Golden Rich operates the website located at **<https://x-space360.in>**, the mobile application(s) titled **X-Space360** and related digital infrastructure (collectively, the "**Platform**").
- 1.2. **Marketplace Model and Intermediary Status.** The Platform operates on a pure marketplace model and acts solely as a technology intermediary to facilitate interactions and transactions between independent third-party hosts, property owners, brokers, channel partners and guests. Without limiting the generality of the foregoing:
 - (a) Golden Rich only facilitates the listing of accommodation options and the making of bookings on the Platform;
 - (b) Golden Rich does not own, lease, manage, operate, control or provide any accommodation;
 - (c) Golden Rich is not a landlord, licensor, lessor, hotel operator or property manager; and
 - (d) the accommodation arrangement exists solely between the relevant host and guest. For purposes of the Information Technology Act, 2000 and the rules made thereunder, Golden Rich operates as an "**intermediary**" and acts as a technology intermediary in accordance with Applicable Law. Nothing in this Privacy Policy shall be construed to create an agency, partnership, joint data fiduciary arrangement or similar shared decision-making arrangement relating to the purposes and means of processing Personal Data, employment, fiduciary or similar relationship between Golden Rich and any host, property owner, broker, channel partner, guest or other third party in relation to accommodation arrangements or the underlying properties.
 - (e) Golden Rich does not undertake any general obligation to proactively monitor, verify, investigate, inspect or supervise listings, properties, bookings, user conduct, user content or communications except to the extent expressly required under Applicable Law.
- 1.3. **Purpose of this Privacy Policy.** This Privacy Policy is a public-facing transparency and compliance disclosure document. It explains in a clear and concise manner:
 - (a) what categories of Personal Data we may collect about you;
 - (b) the sources from which we collect such Personal Data;
 - (c) the purposes for which we process such Personal Data;
 - (d) with whom we may share such Personal Data;
 - (e) whether Personal Data may be transferred across borders;
 - (f) how we use cookies and similar technologies;
 - (g) the use of automated tools and artificial intelligence systems;
 - (h) high-level information regarding retention and security of Personal Data; and

- (i) what rights and choices you may have in relation to your Personal Data under Applicable Data Protection Laws.

1.4. Applicability. This Privacy Policy applies to the processing of Personal Data in connection with:

- (a) your access to or use of the Platform (including the website and mobile application);
- (b) your registration or use of any account on the Platform;
- (c) your interactions with Golden Rich through customer support channels, emails, telephone calls, messaging tools or offline interactions related to the Platform; and
- (d) any other processing of Personal Data by or on behalf of Golden Rich in connection with the Platform, as further described in this Privacy Policy.

1.5. Relationship with Platform Documents. This Privacy Policy forms part of, and shall be read together with:

- (a) the Master Platform Agreement;
- (b) the Host Agreement;
- (c) the Guest Terms and Conditions;
- (d) the Broker / Channel Partner Agreement;
- (e) the Commercial Policy; and
- (f) Schedule A – Data Protection Agreement ("**Schedule A**" or "**DPA**") (collectively, the "**Platform Documents**").

Capitalised terms used but not defined in this Privacy Policy shall have the meanings assigned to them in the applicable Platform Documents. This Privacy Policy is intended to be consistent with, and not to contradict, the Platform Documents, including Schedule A.

1.6. Role of Schedule A (Data Protection Agreement). Schedule A sets out the primary contractual framework governing the roles and responsibilities of Golden Rich and its counterparties in relation to the processing of Personal Data, including (without limitation) allocation of liability and risk, data sharing arrangements, retention and deletion requirements, cross-border transfer mechanisms, security and breach management procedures and compliance obligations. This Privacy Policy does not duplicate those provisions and is not intended to create substantive obligations that conflict with or exceed those contained in Schedule A. In the event of any inconsistency with respect to the processing of Personal Data, Schedule A shall prevail to the extent of such inconsistency, as further clarified in Clause 19 below.

1.7. Regulatory Compliance. This Privacy Policy is published and maintained in compliance with, and is intended to be interpreted in accordance with, applicable Indian laws and regulations relating to privacy and data protection, including:

- (a) the Digital Personal Data Protection Act, 2023 ("**DPDP Act**");
- (b) the Information Technology Act, 2000 ("**IT Act**");
- (c) the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("**SPDI Rules**");
- (d) the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ("**Intermediary Guidelines**");
- (e) the Consumer Protection Act, 2019; and
- (f) applicable regulations, circulars and directions issued by the Reserve Bank of India ("**RBI**") in relation to payment processing, payment aggregators and payment intermediaries, in each

case, as amended or re-enacted from time to time (collectively, "**Applicable Data Protection Laws**" or "**Applicable Law**").

- 1.8. **Preservation of Intermediary Status.** This Privacy Policy shall be interpreted in a manner that preserves and maximises the intermediary protections, exemptions and safe-harbour rights available to Golden Rich under the Information Technology Act, 2000, the Intermediary Guidelines and other Applicable Laws.
- 1.9. **Acceptance.** By accessing, using or registering on the Platform, by clicking "I agree" (or similar language) in relation to this Privacy Policy where available, or by otherwise providing Personal Data to Golden Rich in connection with the Platform, you acknowledge that you have read and understood this Privacy Policy and that, where consent is the relevant ground under Applicable Data Protection Laws, you consent to the collection, use, sharing and other processing of your Personal Data in accordance with this Privacy Policy and the Platform Documents. If you do not agree with the terms of this Privacy Policy, you should not access or use the Platform or provide Personal Data to us for the purposes of the Platform.
- 1.10. **Definitions.** For the purposes of this Privacy Policy:
- (a) "**Personal Data**" means any data about an individual who is identifiable by or in relation to such data, and includes such data as may be classified as sensitive personal data or information under the SPDI Rules, to the extent applicable;
 - (b) "**Host**" means any person or entity that lists, offers or otherwise makes available accommodation or related services on or through the Platform;
 - (c) "**Guest**" means any person or entity that requests, books, uses or otherwise engages accommodation or related services on or through the Platform;
 - (d) "**Broker**" or "**Channel Partner**" means any person or entity that intermediates, refers, aggregates or otherwise facilitates accommodations or bookings on or through the Platform pursuant to the applicable Platform Documents;
 - (e) "**Property Owner**" means, in relation to any listed property, the person or entity that legally owns or otherwise holds rights in such property, whether or not such person or entity directly uses the Platform; and
 - (f) "**you**" or "**your**" refers to any individual whose Personal Data is processed by or on behalf of Golden Rich in connection with the Platform.

2) SCOPE

- 2.1. **Data Subjects Covered.** Subject to Clause 2.2, this Privacy Policy applies to the processing of Personal Data relating to the following categories of individuals:
- (a) Hosts using the Platform;
 - (b) Guests using the Platform;
 - (c) Brokers and Channel Partners, and their authorised representatives;
 - (d) Property Owners to the extent their Personal Data is processed in connection with listings, verifications, compliance, disputes or other Platform-related purposes;
 - (e) visitors to the website hosted as part of the Platform;
 - (f) users of the Platform mobile application(s);
 - (g) individuals who interact with Golden Rich via customer support channels, grievance mechanisms, feedback forms, emails, telephone, messaging tools or social media in connection with the Platform; and

(h) any other individuals whose Personal Data is collected or processed by or on behalf of Golden Rich in connection with the Platform, as described in this Privacy Policy.

2.2. **Exclusions.** This Privacy Policy does not apply to the processing of Personal Data of Golden Rich's employees, directors, officers, interns or job applicants, which may be governed by separate internal policies and notices. This Privacy Policy also does not apply to third party websites, applications or services that are not controlled by Golden Rich, even if accessed or used via the Platform (see Clause 15 below).

3) CATEGORIES OF PERSONAL DATA COLLECTED

3.1. **Overview.** Golden Rich may collect and process different categories of Personal Data depending on your relationship with us (for example, whether you are a Host, Guest, Broker, Channel Partner, Property Owner, website visitor or mobile application user) and how you interact with the Platform. Not all of the categories described below will necessarily apply to every individual.

3.2. The categories of Personal Data that we may collect and process include, without limitation, the following:

(A) **Account Information.** Information used to create, maintain and administer your Platform account, including:

- (a) full name;
- (b) username or user ID;
- (c) password or other authentication credentials (stored in a secured and hashed or otherwise protected form);
- (d) email address;
- (e) mobile number and other contact details;
- (f) profile photograph or avatar;
- (g) preferred language and communication preferences; and
- (h) any other information you choose to include in your profile.

(B) **Identity Verification Information.** Information used to verify your identity and eligibility to use the Platform or to comply with Know Your Customer ("KYC"), anti-money laundering ("AML") or other legal and risk management requirements, such as:

- (a) government-issued identification documents (for example, Permanent Account Number (PAN), Aadhaar number, passport, voter ID, driving licence or similar identifiers), as permitted by Applicable Law and Platform Documents;
- (b) photographs, selfies, video recordings or biometric identifiers to the extent permitted by Applicable Law and described in Schedule A;
- (c) date of birth, gender and nationality;
- (d) proof of address (for example, utility bills, bank statements, rental agreements) where required;
- (e) company registration details and authorisation documents where you act on behalf of an organisation; and
- (f) any verification status, flags or risk indicators assigned by Golden Rich or its verification providers in accordance with Applicable Law and Schedule A.

(C) **Booking Information.** Information relating to your browsing, enquiries, bookings and stays, including:

- (a) search history, filters, preferences and viewed listings;
- (b) reservation details (for example, property, dates, duration, number of guests, pricing and taxes, currency, special requests);
- (c) booking status, modifications, cancellations and refunds;
- (d) check-in and check-out information where provided;
- (e) historical booking records; and
- (f) loyalty, rewards or promotional programme participation related to the Platform, if any.

(D) **Property Information.** To the extent that it constitutes or contains Personal Data, information relating to listed properties and related stakeholders, such as:

- (a) property address, location and descriptive details;
- (b) photographs, videos and floor plans;
- (c) details of Property Owners and authorised representatives (for example, name, contact information, identification details);
- (d) regulatory licences, permits, property ownership or title documents or other documents furnished for verification and compliance purposes; and
- (e) any other property-related information containing Personal Data submitted by Hosts, Brokers, Channel Partners or Property Owners through the Platform or otherwise in connection with the Platform.

(E) **Payment Information.** Information relating to payments made or received in connection with the Platform, including:

- (a) payment method type (for example, credit card, debit card, net banking, UPI, wallet or other instruments);
- (b) limited payment instrument details as permitted under Applicable Law and RBI regulations (for example, last four digits of card, card type, issuer, expiry month and year, masked bank account details or UPI handle);
- (c) transaction details (for example, transaction identifier, date, time, amount, currency, status, chargebacks, refunds, reversals and related records); and
- (d) billing address and tax-related information (for example, GSTIN, where applicable). Golden Rich typically works with authorised payment aggregators, payment gateways, banks and other regulated entities for payment processing and does not itself store full card numbers, CVV codes or other sensitive payment instrument data, except as may be permitted under Applicable Law and Schedule A.

(F) **Communication Data.** Information contained in or relating to communications made through or in connection with the Platform, including:

- (a) messages, emails, chat transcripts, enquiries, feedback and other content exchanged between Hosts, Guests, Brokers, Channel Partners and Golden Rich using in-Platform messaging tools or externally;
- (b) call logs, call recordings (where permitted by Applicable Law and subject to appropriate notices) and voicemail related to customer support or booking-related queries; and
- (c) communications regarding disputes, complaints, reviews, ratings or feedback about Hosts, Guests, properties or the Platform.

(G) **Technical Data.** Technical and log data relating to your access to and use of the Platform, such as:

- (a) Internet protocol (IP) address;
- (b) browser type and version;
- (c) device type, operating system and version;
- (d) referring and exit pages and URLs;
- (e) pages viewed, time spent on pages, clickstream data and other usage metrics;
- (f) performance and diagnostic data; and
- (g) crash logs and error reports.

This information may be collected through server logs, cookies, SDKs, pixels, web beacons and similar technologies (see Clause 9 below).

(H) **Device Data.** Information relating to the device(s) you use to access the Platform, which may include:

- (a) device identifiers (for example, IMEI, MAC address, Android ID, Advertising ID, IDFA or similar identifiers) as permitted by your device / operating system;
- (b) device settings and configuration;
- (c) mobile network information; and
- (d) other information that your device or browser chooses to make available to the Platform.

(I) **Location Data.** Depending on your device settings and permissions, we may collect:

- (a) approximate location derived from IP address or network information; and
- (b) precise geolocation information where you expressly consent through your device or browser settings. You may be able to control or disable the collection of precise location information through your device settings, although this may impact certain features of the Platform (for example, location-based search results or personalised recommendations).

(J) **Customer Support Data.** Information relating to support interactions with Golden Rich, including:

- (a) details of your support requests, grievances, queries or feedback;
- (b) communications and correspondence with our customer support or grievance redressal teams;
- (c) supporting documentation (for example, screenshots, booking confirmations or identification documents) that you may choose to share; and
- (d) internal notes and classifications created by Golden Rich to manage support interactions in accordance with Applicable Law and Schedule A.

(K) **Compliance Data.** Information processed for compliance, legal and regulatory purposes, including:

- (a) information required for KYC, AML, tax, record-keeping and regulatory reporting purposes;
- (b) data relating to legal requests, notices, summons, law enforcement queries or other regulatory communications;
- (c) data necessary to establish, exercise or defend legal claims (for example, evidence related to disputes, chargebacks, fraud investigations or enforcement of contractual rights); and

- (d) any other Personal Data processed strictly for compliance with Applicable Law, Platform Documents or Schedule A.
- (L) **Fraud Prevention and Risk Data.** Data used to detect, prevent and mitigate fraud, abuse, security incidents and other risks, such as:
 - (a) internal risk scores, risk flags and trust and safety signals assigned by Golden Rich or its service providers;
 - (b) device and behavioural signals (for example, login patterns, transaction anomalies, suspicious activity indicators);
 - (c) information obtained from fraud prevention service providers, payment processors, law enforcement or other third parties; and
 - (d) outcomes of investigations, including sanctions such as account suspension, blocks, blacklisting or other remedial measures, in accordance with Applicable Law and Schedule A.

4) SOURCES OF PERSONAL DATA

4.1. Golden Rich may collect Personal Data from one or more of the following sources:

- (a) **Directly from you.** Information that you provide directly to us when you:
 - (i) create or update your Platform account;
 - (ii) search for, enquire about, request or book accommodation or related services;
 - (iii) list a property or otherwise act as a Host, Broker, Channel Partner or Property Owner;
 - (iv) contact customer support or our Grievance Officer;
 - (v) participate in surveys, promotions or marketing activities; or
 - (vi) otherwise interact with us in connection with the Platform.
- (b) **From Hosts, Guests, Brokers, Channel Partners and Property Owners.** Information about you (for example, co-guests, property representatives, operational contacts) that is provided to us by Hosts, Guests, Brokers, Channel Partners or Property Owners in connection with bookings, listings, compliance, operational coordination or dispute resolution.
- (c) **From payment processors and financial institutions.** Limited Personal Data and transaction information received from banks, payment aggregators, payment gateways, card networks, UPI providers, wallet providers or other regulated entities involved in processing payments or refunds related to the Platform.
- (d) **From verification and screening providers.** Information obtained from third-party verification, KYC, AML, sanctions screening, credit assessment or fraud prevention service providers, as permitted under Applicable Law and in accordance with Schedule A.
- (e) **From public sources.** Information obtained from publicly available sources, such as public government databases, public records, court filings, public property records, professional directories, and publicly available profiles or content on social media platforms or other websites, where permitted by Applicable Law.
- (f) **From government authorities and regulators.** Information received from law enforcement agencies, courts, regulators or other governmental or quasi-governmental authorities in

connection with legal proceedings, investigations, regulatory requirements or lawful requests.

- (g) **From your activity on the Platform.** Information collected through your interaction with the Platform, including through cookies and similar technologies, server logs, analytics tools, fraud detection systems, support tools and other technical means as described in this Privacy Policy.
- (h) **From other third parties.** Information received from third-party partners, marketing partners, referral partners, distribution partners, travel agents or other entities that may facilitate or refer bookings or listings in connection with the Platform, subject to Applicable Law and Platform Documents.

- 4.2. Where you provide Personal Data of another individual (for example, a co-guest, colleague or property contact), you represent that you have the authority to do so and that such individual has been informed of this Privacy Policy and how their Personal Data will be processed by Golden Rich in connection with the Platform.

5. PURPOSES OF PROCESSING

- 5.1. Golden Rich processes Personal Data only for purposes that are lawful, specific and clearly communicated, and which are reasonably connected with the operation of the Platform and the services offered thereon or with compliance with Applicable Law. Without limiting the generality of the foregoing, we may process your Personal Data for one or more of the following purposes:

- (a) **Account creation, management and administration.** To enable you to register, create, verify, manage and secure your account on the Platform; to maintain your profile and preferences; and to communicate with you about your account and related matters.
- (b) **Booking administration and fulfilment.** To facilitate searching, browsing, comparing and booking of accommodation; to transmit booking details between Hosts, Property Owners, Brokers, Channel Partners and Guests; to manage booking confirmations, amendments, cancellations, refunds and related communications; and to administer any associated loyalty or promotional programmes.
- (c) **Listing and property management.** To enable Hosts, Brokers, Channel Partners and Property Owners to create, manage and update property listings; to display such listings on the Platform; to verify property-related information where required; and to facilitate communications and operational coordination necessary for the underlying accommodation arrangements between Hosts and Guests.
- (d) **Broker Assignment Data Processing.** Personal Data may be processed for property allocation, broker assignment, service optimisation, territory management, quality monitoring, fraud prevention, operational support and dispute resolution. Such processing may include analysis of historical booking data, performance metrics, response times, ratings, location and workload in order to allocate or reallocate Properties and service requests amongst Brokers and to monitor compliance with applicable service level requirements. For these purposes, the Company may share relevant Personal Data with Brokers, Hosts, Guests and authorised service providers on a need-to-know basis, subject to appropriate contractual safeguards, and may retain such Personal Data for such period as is

reasonably necessary for the purposes described above or as required under applicable law. Processing under this clause is carried out for the performance of contracts entered into with Hosts, Guests and Brokers, and for the Company's legitimate interests in operating and optimising the Platform, subject to safeguards under the IT Act and the SPDI Rules.

- (e) **Geo-location Processing.** The Company may process geolocation information, property coordinates, location metadata and mapping information for property verification, service delivery, broker assignment and fraud prevention purposes. Such information may be collected from device settings, IP addresses, GPS data, map services, uploaded photographs, metadata and manual inputs provided by Hosts, Guests, Brokers or other users of the Platform. Geo-location information may be used to
- verify that a Property exists and is located where represented;
 - allocate or reallocate Brokers or service resources in proximity to a Property or Guest; detect suspicious behaviour, duplicate listings or potential fraud; and
 - display location-based results and content. To the extent geo-location information constitutes Personal Data under applicable law, the Company will process such data in accordance with this Privacy Policy, the IT Act and the SPDI Rules, and shall provide users with appropriate controls for enabling or disabling location permissions where technically feasible.
- (f) **Identity verification and KYC.** To verify the identity of Hosts, Guests, Brokers, Channel Partners, Property Owners and their authorised representatives; to conduct KYC and AML checks as required under Applicable Law and Platform Documents; and to prevent impersonation, unauthorised access and misuse of the Platform.
- (g) **Fraud prevention, trust and safety.** To detect, prevent, investigate and mitigate fraud, abuse, money laundering, terrorist financing, cyber incidents, unauthorised activities and other illegal or harmful conduct; to operate trust and safety systems (including risk scoring, behavioural analysis and pattern recognition tools); and to enforce Platform Documents, including by suspending or terminating accounts and imposing other remedial measures as permitted by Applicable Law and Schedule A.
- (h) **Payment processing and settlement.** To facilitate the processing of payments, refunds, chargebacks and settlements in connection with bookings and other transactions on the Platform; to work with payment intermediaries and financial institutions; and to maintain records for accounting, reconciliation and audit purposes in compliance with RBI and other Applicable Laws.
- (i) **Security and integrity of the Platform.** To secure the Platform, systems and infrastructure; to monitor and prevent security incidents; to authenticate users; to manage access controls; and to ensure business continuity and disaster recovery, in each case as further described in Schedule A and in accordance with Applicable Law.
- (j) **Customer support and grievance redressal.** To provide customer support and respond to your queries, requests, grievances or complaints; to troubleshoot issues; and to otherwise communicate with you in relation to your use of the Platform or your rights under Applicable Data Protection Laws.
- (k) **Dispute resolution and enforcement.** To prevent, manage and resolve disputes between Hosts, Guests, Brokers, Channel Partners, Property Owners and other users; to handle

chargebacks and other payment-related disputes; to enforce our rights and protect our interests (including recovery of amounts due, prevention of losses, enforcement of Platform Documents and exercise of legal claims); and to cooperate with law enforcement and other authorities in accordance with Applicable Law.

- (l) **Compliance with legal and regulatory obligations.** To comply with obligations under Applicable Law, including tax, corporate, record-keeping, AML/KYC, consumer protection, IT and data protection laws; to respond to lawful requests and directions from courts, law enforcement and regulatory authorities; and to make such filings, reports or disclosures as may be required.
- (m) **Regulatory reporting and risk management.** To conduct internal audits; to assess and manage legal, compliance, credit, operational and reputational risks; to prepare management and regulatory reports; and to support risk mitigation programmes implemented by Golden Rich in accordance with Schedule A and Applicable Law.
- (n) **Analytics and service optimisation.** To analyse how the Platform is accessed and used; to generate aggregated statistics and insights; to measure performance and effectiveness of features; to diagnose technical issues; and to improve the functionality, availability and user experience of the Platform.
- (o) **Product development and research.** To develop, test and roll out new features, services and offerings; to conduct research, surveys and user testing; and to enhance trust, safety, fraud prevention and risk management frameworks. Where feasible, such activities may be conducted using anonymised or pseudonymised data.
- (p) **Marketing and communications (where permitted).** To send you service-related communications; to inform you about updates to the Platform or Platform Documents; and, where you have provided consent or where otherwise permitted by Applicable Law, to send you marketing or promotional communications about offers, discounts, features or services related to the Platform or Golden Rich's affiliates and partners. You may opt out of marketing communications at any time in accordance with Clause 13, although you may still receive transactional or service-related communications.
- (q) **Personalisation and recommendations.** To personalise your experience on the Platform; to show recommendations, search results or content tailored to your preferences, prior activity and location (where permitted); and to optimise rankings and recommendations for better user experience, while maintaining the Platform's pure marketplace nature.
- (r) **Other legitimate business purposes.** To pursue other legitimate business purposes as permitted by Applicable Data Protection Laws and described in Schedule A, including business planning, corporate restructuring or any sale, merger or acquisition involving Golden Rich or its assets, subject to appropriate safeguards under Applicable Law.

- 5.2. Golden Rich does not process Personal Data in a manner that is incompatible with the purposes set out in this Privacy Policy, the Platform Documents or Schedule A, except where such processing is required or authorised under Applicable Law.

6. LEGAL BASES FOR PROCESSING

6.1. Golden Rich processes Personal Data only when there is a lawful basis or ground to do so under Applicable Data Protection Laws. Depending on the context and purpose, we may rely on one or more of the following legal bases:

- (a) **Consent.** We may process your Personal Data based on your free, specific, informed and unambiguous consent, where required under the DPDP Act and other Applicable Data Protection Laws (for example, for certain marketing communications, optional features, or processing of certain categories of data). You may withdraw your consent at any time in accordance with Clause 13; however, withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal and may impact our ability to provide certain services.
- (b) **Contractual necessity.** We may process your Personal Data when it is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into such a contract, including performance of the Platform Documents (for example, to manage bookings, process payments, provide customer support or administer your Platform account).
- (c) **Compliance with law.** We may process your Personal Data where such processing is necessary to comply with a legal obligation under Applicable Law (for example, record-keeping, tax, AML/KYC requirements, responding to lawful requests from authorities, and complying with orders of courts or competent authorities).
- (d) **Legitimate uses and business interests.** We may process your Personal Data where such processing is reasonably necessary for certain legitimate uses and business interests permitted under Applicable Data Protection Laws, including under the DPDP Act (for example, prevention and detection of fraud, network and information security, operation of the Platform, research and product improvement), and where such interests are not overridden by your rights and interests.
- (e) **Fraud prevention and security.** We may process Personal Data where reasonably necessary to prevent, detect, investigate or remediate fraud, security breaches or other prohibited or illegal activities, including in cooperation with law enforcement or regulatory authorities, to the extent permitted under Applicable Law.
- (f) **Protection of vital interests.** In limited circumstances, we may process Personal Data where it is necessary to protect the vital interests of you or of another person (for example, in emergency situations involving potential harm to life or safety), to the extent permitted under Applicable Law.
- (g) **Other lawful grounds.** We may process Personal Data on such other lawful grounds as may be recognised under Applicable Data Protection Laws and as more fully reflected in Schedule A and the Platform Documents.

For the avoidance of doubt, references in this Clause to legal bases or lawful grounds are intended to describe the circumstances in which Golden Rich may lawfully process Personal Data under Applicable Data Protection Laws and shall be interpreted consistently with the DPDP Act, including consent, legitimate uses and any other grounds recognised under Applicable Law.

6.2. Our reliance on a particular lawful basis for a specific processing activity is further elaborated in internal records and, where applicable, in Schedule A and other Platform Documents.

7. DATA SHARING

7.1. Golden Rich does not sell or rent your Personal Data to third parties for their independent marketing purposes without your consent. However, in order to operate the Platform and for the

purposes set out in Clause 5, we may share your Personal Data with certain categories of recipients, strictly in accordance with Applicable Law, the Platform Documents and Schedule A. Such sharing does not create any agency, partnership, joint data fiduciary arrangement or similar shared decision-making arrangement relating to the purposes and means of processing Personal Data or fiduciary relationship between Golden Rich and such recipients in respect of accommodation arrangements or other independent activities undertaken by them.

7.2. Categories of recipients may include, without limitation:

- (a) Hosts and Guests.** We may share limited Personal Data between Hosts and Guests (for example, names, contact details, booking details, relevant preferences and special requests) to the extent necessary to facilitate bookings, enable communication and support accommodation arrangements between them. Hosts and Guests are independent parties and are responsible for their own processing of Personal Data for their independent purposes, in accordance with their own privacy practices and Applicable Law.
- (b) Brokers and Channel Partners.** We may share Personal Data with Brokers and Channel Partners (for example, referral partners, distribution partners or travel agents) involved in facilitating your bookings or listings, to the extent necessary to coordinate and fulfil such bookings or listings and for associated support, reporting and settlement, in accordance with the applicable Platform Documents and Schedule A.
- (c) Property Owners.** Where Property Owners are not directly registered as Hosts on the Platform, we may share limited Personal Data (for example, booking or guest details) with them or their authorised representatives where required to facilitate accommodation arrangements, comply with legal or contractual requirements, handle disputes or perform risk management, in accordance with Applicable Law.
- (d) Payment processors and financial institutions.** We may share Personal Data with banks, payment aggregators, payment gateways, card networks and other regulated entities to enable the processing of payments, refunds, chargebacks and settlements, to detect and prevent fraud, and to comply with Applicable Law and RBI regulations.
- (e) Verification and screening providers.** We may share Personal Data with third-party service providers for identity verification, KYC, AML, sanctions screening, credit assessment, fraud detection and similar purposes, strictly as permitted under Applicable Law and as set out in Schedule A.
- (f) Cloud, hosting and IT service providers.** We may share Personal Data with cloud service providers, hosting providers, data centre operators, IT infrastructure providers and other vendors that support the operation, maintenance and security of the Platform.
- (g) Analytics and marketing service providers.** We may share certain Personal Data (often in an aggregated or pseudonymised form where feasible) with analytics providers, measurement partners, advertising networks and marketing service providers that assist us in understanding usage of the Platform, measuring performance and delivering or optimising permitted marketing communications.
- (h) Customer support and communication providers.** We may share Personal Data with third-party providers that assist us in providing customer support, call centre operations, helpdesk tools, email delivery, SMS delivery, in-app messaging, push notifications and other communications relating to the Platform.
- (i) Professional advisors and auditors.** We may share Personal Data with our professional advisors, including legal counsel, tax advisors, consultants and auditors, where reasonably necessary for the purposes of obtaining advice, conducting audits, ensuring compliance or protecting our legal rights and interests.
- (j) Government authorities, regulators, courts and law enforcement agencies.** We may disclose Personal Data to government or regulatory authorities, courts, law enforcement

agencies or other competent bodies where such disclosure is required under Applicable Law, in response to lawful requests or orders, to comply with legal obligations, or to protect the rights, property or safety of Golden Rich, users of the Platform or the public.

- (k) **Police and Local Authorities.** We may disclose Personal Data relating to Hosts, Guests, Property Owners, Brokers, Channel Partners, bookings or properties to police authorities, tourism authorities, municipal authorities, immigration authorities, FRRO authorities or other competent authorities where required or permitted under Applicable Law.
- (l) **Group entities and business partners.** Subject to Applicable Law and Schedule A, we may share Personal Data with Golden Rich's group companies, affiliates and business partners for purposes consistent with this Privacy Policy, including internal administration, consolidated reporting, cross-support of services and business continuity.
- (m) **Transaction-related counterparties.** In connection with any merger, acquisition, reorganisation, sale of assets or similar corporate transaction involving Golden Rich, we may share Personal Data with potential or actual counterparties and their professional advisors, subject to appropriate confidentiality and data protection safeguards and in accordance with Applicable Law and Schedule A.
- (n) **Other disclosures with your consent or at your direction.** We may disclose Personal Data to any other third party where you have expressly requested or consented to such disclosure.

- 7.3. Where we engage third-party service providers to process Personal Data on our behalf, such providers are generally required, in accordance with Schedule A and Applicable Law, to process Personal Data only on our documented instructions and to implement appropriate security measures. Certain recipients, such as Hosts, Guests, Brokers, Channel Partners, Property Owners, payment processors and regulators, may act as independent data fiduciaries or other independent persons responsible for their own processing activities under Applicable Data Protection Laws with respect to the Personal Data they receive, and their processing will be governed by their respective privacy policies and practices.
- 7.4. Golden Rich is not responsible for the privacy, data protection or security practices of independent third parties, including Hosts, Guests, Brokers, Channel Partners, Property Owners, payment processors, verification providers and other service providers, and encourages you to review their applicable privacy policies and terms.
- 7.5. Golden Rich may transfer, disclose or otherwise make available Personal Data in connection with any merger, acquisition, business transfer, corporate restructuring, financing transaction, sale of assets or similar transaction involving Golden Rich or its affiliates, subject to Applicable Law and appropriate confidentiality and data protection safeguards.

8. CROSS-BORDER TRANSFERS

- 8.1. The Platform may be supported by infrastructure, service providers and partners located in jurisdictions outside India. Accordingly, your Personal Data may be processed in, stored in or transferred to one or more countries outside India, subject always to Applicable Data Protection Laws and the mechanisms and safeguards established under Schedule A and the Platform Documents.
- 8.2. Where we transfer Personal Data outside India, we do so only:
 - (a) in accordance with Applicable Law (including any restrictions or conditions on cross-border transfers that may be prescribed under the DPDP Act or other relevant laws); and

- (b) subject to appropriate contractual, technical and organisational safeguards designed to ensure a level of protection comparable to that under Applicable Data Protection Laws, as further described in Schedule A.

- 8.3. By using the Platform or by providing your Personal Data in connection with the Platform, you acknowledge that your Personal Data may be transferred to, stored in and processed in jurisdictions outside India as described in this Privacy Policy, subject to Applicable Law.

9. COOKIES AND SIMILAR TECHNOLOGIES

- 9.1. Golden Rich and its service providers may use cookies, software development kits ("**SDKs**"), pixels, web beacons and similar technologies ("**Cookies**") on the Platform to collect and store certain Technical Data and usage information. Cookies are small text files or code fragments that are placed on your browser or device when you visit a website or use an application.
- 9.2. We may use the following types of Cookies:
 - (a) **Strictly necessary Cookies.** These Cookies are essential for the operation of the Platform and enable core functionality such as security, network management and accessibility. You cannot opt out of strictly necessary Cookies, although you may be able to disable them through your browser or device settings, in which case certain parts of the Platform may not function properly.
 - (b) **Performance and analytics Cookies.** These Cookies collect information about how visitors use the Platform (for example, which pages are visited most often, how users move around the Platform and whether they experience errors). We use this information to understand and improve the performance and usability of the Platform.
 - (c) **Functional Cookies.** These Cookies allow the Platform to remember choices you make (for example, language preferences, saved searches or login information) and provide enhanced, more personalised features.
 - (d) **Advertising and measurement Cookies.** Where permitted under Applicable Law, we and our advertising partners may use Cookies to deliver relevant advertising on and off the Platform, to measure the effectiveness of advertising campaigns and to understand user interests and activities over time and across different services and devices.
 - (e) **Communication and engagement Cookies.** We may use Cookies to support certain communications and engagement features (for example, in-app messaging, notifications or chat tools) and to understand how you interact with such features.
- 9.3. Where required by Applicable Law, we will seek your consent before placing non-essential Cookies or similar technologies on your device. You can manage your cookie preferences through your browser or device settings (for example, by blocking or deleting Cookies). However, disabling certain Cookies may affect the functionality and user experience of the **Platform**.
- 9.4. Some Cookies may be set by third parties (for example, analytics or advertising service providers). Golden Rich does not control the use of such third-party Cookies and encourages you to review the privacy policies of such third parties.

10. AUTOMATED PROCESSING AND ARTIFICIAL INTELLIGENCE

- 10.1.** Golden Rich may use automated tools, algorithms, machine learning models and artificial intelligence systems ("**Automated Tools**") in connection with the Platform for purposes including, but not limited to:
- (a) fraud detection and prevention;
 - (b) trust and safety assessments;
 - (c) risk scoring and transaction monitoring;
 - (d) recommendation and ranking systems (for example, displaying search results, suggesting listings or optimising content presentation);
 - (e) booking integrity checks (for example, detection of suspicious booking patterns);
 - (f) analytics, performance measurement and product improvement; and
 - (g) customer support enhancement, content moderation, operational analytics, service optimisation and product development.
 - (h) other purposes set out in Clause 5 that are consistent with Applicable Law and Schedule A.
- 10.2.** Where feasible, Automated Tools may operate on pseudonymised or aggregated data. Outputs generated by Automated Tools may be used by our teams to make decisions concerning use of the Platform (for example, whether to flag or review an account or booking for potential fraud or abuse). Golden Rich does not rely solely on automated decision-making to make decisions that produce legal or similarly significant effects on you without appropriate human review where such review is required under Applicable Data Protection Laws.
- 10.3.** Golden Rich may use internally developed Automated Tools or tools provided by third-party service providers, in each case subject to contractual and security safeguards consistent with Schedule A and Applicable Law. We do not authorise such third-party providers to use your Personal Data for their own independent purposes, except as may be required under Applicable Law or expressly agreed in Schedule A or the Platform Documents.

11. DATA RETENTION

- 11.1.** Golden Rich retains Personal Data only for as long as is reasonably necessary:
- (a) for the purposes for which it was collected, as described in this Privacy Policy and the Platform Documents;
 - (b) to satisfy any legal, regulatory, contractual or reporting obligations under Applicable Law;
 - (c) to resolve disputes, enforce our rights and defend legal claims; and
 - (d) for such other legitimate business purposes as are permitted under Applicable Law and reflected in Schedule A.
- 11.2.** Specific retention periods for different categories of Personal Data are determined and implemented in accordance with Schedule A, internal policies, Applicable Law and factors such as:
- (a) the nature and sensitivity of the Personal Data;
 - (b) the potential risk of harm from unauthorised use or disclosure;
 - (c) the purposes for which we process the Personal Data and whether we can achieve those purposes through other means; and
 - (d) applicable limitation periods for legal claims.
- 11.3.** Subject to Applicable Law and Schedule A, we may anonymise or irreversibly de-identify Personal Data so that it can no longer reasonably be associated with an identified or identifiable

individual. We may retain and use such anonymised or aggregated data for analytics, research, product development and other legitimate business purposes indefinitely without further notice to you.

12. SECURITY

- 12.1.** Golden Rich is committed to protecting the security and confidentiality of Personal Data and implements reasonable security practices and procedures as required under the IT Act, the SPDI Rules, the Intermediary Guidelines and other Applicable Data Protection Laws, and as further described in Schedule A. Such measures may include, as appropriate:
- (a) technical safeguards (for example, encryption, firewalls, intrusion detection and prevention systems, secure configuration);
 - (b) organisational safeguards (for example, access controls based on the need-to-know principle, employee training, confidentiality obligations and vendor due diligence); and
 - (c) physical safeguards (for example, secure facilities, restricted access to systems and media).
- 12.2.** While we strive to use commercially reasonable means to protect Personal Data, no system, network, transmission or storage medium can be guaranteed to be completely secure. To the maximum extent permitted by Applicable Law, Golden Rich disclaims liability for unauthorised access, disclosure, alteration or destruction of Personal Data that occurs despite our implementation of reasonable security practices and procedures, except as expressly provided in Schedule A or other Platform Documents.
- 12.3.** You are responsible for maintaining the security and confidentiality of your Platform account credentials, for restricting access to your devices, and for verifying the authenticity of communications purporting to be from Golden Rich. If you suspect that your account or Personal Data has been compromised, you should immediately notify us using the contact details in Clause 17 or Clause 18.
- 12.4.** In the event of a Personal Data Breach, Golden Rich shall take such actions as may be required under Applicable Data Protection Laws and Schedule A. Nothing in this Privacy Policy shall be interpreted as creating notification obligations beyond those imposed by Applicable Law or Schedule A.

13. USER RIGHTS

- 13.1.** Subject to Applicable Data Protection Laws, including the DPDP Act, and subject to the terms of Schedule A and other Platform Documents, you may have one or more of the following rights in relation to your Personal Data processed by Golden Rich:
- (a) **Right to access information.** You may have the right to obtain confirmation as to whether Golden Rich is processing your Personal Data and to request a summary of such Personal Data and certain other information relating to its processing, as required under Applicable Law.
 - (b) **Right to correction and updating.** You may have the right to request correction, completion or updating of your Personal Data that you believe is inaccurate, incomplete or out of date. In many cases, you can review and update certain Personal Data directly through your Platform account settings.
 - (c) **Right to deletion.** You may have the right to request deletion of your Personal Data where it is no longer necessary for the purposes for which it was collected or where you have

withdrawn consent (where consent is the applicable basis) and there is no other lawful basis for processing. Notwithstanding any request for deletion, Golden Rich may retain certain Personal Data where retention is required or permitted under Applicable Law, Schedule A or the Platform Documents (for example, for compliance, fraud prevention or legal claims).

- (d) **Right to withdraw consent.** Where processing of your Personal Data is based on consent, you may withdraw such consent at any time with effect for the future by following the instructions provided at the time of obtaining consent or by contacting us in accordance with Clause 13.4 or Clause 18. Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal and may result in our inability to provide certain services or features of the Platform to you.
- (e) **Right to grievance redressal.** You have the right to register grievances regarding the processing of your Personal Data or the operation of this Privacy Policy with Golden Rich's Grievance Officer in accordance with Clause 17. You may also have the right to escalate grievances to the Data Protection Board of India or other competent authorities in accordance with Applicable Law.
- (f) **Right to nominate.** To the extent provided under the DPDP Act, you may have the right to nominate another individual to exercise your rights under Applicable Data Protection Laws in the event of your death or incapacity, in accordance with procedures that may be prescribed under Applicable Law.
- (g) **Other rights.** You may have such other rights as may be available to you under Applicable Data Protection Laws from time to time, which will be respected by Golden Rich in accordance with such laws, Schedule A and the Platform Documents.
- (h) **Rights under Applicable Law.** The rights described in this Clause are subject to the scope, limitations, conditions and procedures prescribed under Applicable Data Protection Laws and may evolve as regulations, rules, notifications or guidance are issued by competent authorities.

13.2. Exercising Rights. To exercise the rights described in this Clause 13, you may submit a request by contacting us using the details set out in Clause 17 or Clause 18. We may need to verify your identity and, where relevant, your authority to act on behalf of another individual before processing your request. Where permitted by Applicable Law, we may charge a reasonable fee for manifestly unfounded, excessive or repetitive requests.

13.3. Limitations and exemptions. Your rights are subject to certain limitations and exemptions under Applicable Data Protection Laws. For example, we may refuse or limit a request where:

- (a) the request is manifestly unfounded, excessive or repetitive;
- (b) complying with the request would adversely affect the rights or freedoms of others;
- (c) the Personal Data is required to be retained under Applicable Law, Schedule A or the Platform Documents; or
- (d) the Personal Data is being processed for purposes such as prevention or detection of unlawful activities, enforcement of legal rights or compliance with legal obligations, to the extent permitted under Applicable Law.

13.4. Opt-out of marketing communications. Where you no longer wish to receive marketing or promotional communications from Golden Rich, you may opt out by following the unsubscribe or opt-out instructions included in such communications or by adjusting your communication preferences in your Platform account (where available). Please note that even if you opt out of marketing communications, you may still receive transactional, service-related or legally mandated communications.

- 13.5. Users are responsible for ensuring that the Personal Data provided to Golden Rich is accurate, complete and up to date. Golden Rich shall not be responsible for any consequences arising from inaccurate, incomplete or outdated Personal Data supplied by Users or third parties acting on their behalf.

14. CHILDREN'S PRIVACY

- 14.1. The Platform is not intended for, and should not be used by, individuals under the age of 18 years. Golden Rich does not knowingly collect or process Personal Data from individuals who are minors under Applicable Law without appropriate consent from a parent or legal guardian where such consent is required. Persons under the age of 18 years are not permitted to create an account on, or otherwise use, the Platform.
- 14.2. If Golden Rich becomes aware that Personal Data of a minor has been collected on the Platform in violation of this Clause 14, we may take appropriate steps to delete such Personal Data and, where applicable, to close the associated account, subject to Applicable Law and Schedule A. If you believe that a minor has provided Personal Data to Golden Rich in connection with the Platform, you are requested to contact our Grievance Officer using the details set out in Clause 17.

15. THIRD-PARTY SERVICES

- 15.1. The Platform may contain links to, or integrate with, third-party websites, applications, services, plug-ins, payment gateways, mapping services, messaging services, social media platforms or other resources that are not owned or controlled by Golden Rich ("**Third-Party Services**"). When you access or use such Third-Party Services, you do so at your own risk and subject to the terms and privacy policies of those Third-Party Services.
- 15.2. Golden Rich is not responsible for the content, security, privacy or data protection practices of any Third-Party Services, and this Privacy Policy does not apply to any Personal Data collected by such Third-Party Services. You are encouraged to review the privacy policies and terms of any Third-Party Services that you access in connection with the Platform.

16. CHANGES TO THIS PRIVACY POLICY

- 16.1. Golden Rich may update or modify this Privacy Policy from time to time to reflect changes in legal or regulatory requirements, industry practices, technological developments or the operation of the Platform. Any revised Privacy Policy will be posted on the Platform with an updated "Last updated" date.
- 16.2. Where required by Applicable Law, we will notify you of material changes to this Privacy Policy (for example, by email, in-app notification or prominent notice on the Platform) and, where necessary, obtain your consent to such changes. Your continued access to or use of the Platform after the effective date of any revised Privacy Policy will constitute your acknowledgment and acceptance of the revised Privacy Policy, to the extent permitted under Applicable Law.

17. GRIEVANCE OFFICER

- 17.1. In accordance with the IT Act, the SPDI Rules, the Intermediary Guidelines and other Applicable Law, Golden Rich has designated a Grievance Officer to address user grievances relating to the Platform and this Privacy Policy ("**Grievance Officer**").

17.2. You may contact the Grievance Officer using the following details:

Name	[Grievance Officer Name]
Designation	Grievance Officer, Golden Rich Financial & Real Estate Solutions Private Limited
Postal Address	[Address for Grievance Officer]
Email	[Grievance Officer Email]
Phone	[Grievance Officer Phone]
Working Hours	[Business Days and Hours, India Standard Time]

17.3. Grievances or complaints may be submitted in relation to:

- (a) the processing of your Personal Data by Golden Rich;
- (b) any violation of this Privacy Policy; or
- (c) any other matter relating to the Platform that is required to be addressed by the Grievance Officer under Applicable Law. The complaint should contain sufficient details, including your name, contact details, a description of the grievance and supporting documents, if any.

17.4. The Grievance Officer shall endeavour to acknowledge receipt of your grievance and to resolve the grievance within such timelines as may be prescribed under Applicable Law. Golden Rich may request additional information or documentation from you in order to process and resolve your grievance.

18. CONTACT INFORMATION

18.1. For general queries or requests relating to this Privacy Policy or Golden Rich's privacy practices (other than formal grievances to the Grievance Officer), you may contact us at:

Email	[General Privacy Contact Email]
Postal Address	Golden Rich Financial & Real Estate Solutions Private Limited, [Registered Address]

- 18.2. When contacting us, please do not include sensitive Personal Data beyond what is necessary to describe your query or request.

19. RELATIONSHIP WITH SCHEDULE A (DATA PROTECTION AGREEMENT)

- 19.1. Primary contractual framework.** Schedule A – Data Protection Agreement forms an integral part of the Master Platform Agreement and/or other relevant Platform Documents and sets out the primary contractual framework governing the processing of Personal Data by Golden Rich and, where applicable, by its counterparties and service providers. Schedule A includes, among other things, detailed provisions relating to roles and responsibilities (including any data fiduciary, data processor or data intermediary roles), allocation of liability and risk, data sharing obligations, retention and deletion requirements, cross-border transfer mechanisms, security measures, breach management procedures and compliance obligations.
- 19.2. Transparency document.** This Privacy Policy is intended solely as a public-facing transparency and disclosure document to explain, in a user-friendly manner, how Golden Rich generally collects, uses, shares and otherwise processes Personal Data in connection with the Platform. It does not purport to reproduce, amend, supplement or override the contractual rights, obligations or risk allocation contained in Schedule A or the other Platform Documents, except to the extent expressly required under Applicable Data Protection Laws.
- 19.3. Precedence.** In the event of any inconsistency or conflict between this Privacy Policy and Schedule A or any other Platform Document with respect to the processing of Personal Data (including data sharing, retention, cross-border transfers, security or breach management), Schedule A shall prevail to the extent of such inconsistency, followed by the applicable Platform Document, and this Privacy Policy shall be interpreted to be consistent with, and not to expand, such obligations. This Privacy Policy is intended solely as a transparency and disclosure document and shall not independently create contractual obligations beyond those expressly set out in Schedule A and the applicable Platform Documents.
- 19.4. No joint data fiduciary arrangement or similar shared decision-making arrangement relating to the purposes and means of processing Personal Data.** Nothing in this Privacy Policy or in any communication made pursuant hereto shall be construed as creating:
- (a) any joint data fiduciary arrangement or similar shared decision making arrangement between Golden Rich and any Host, Guest, Broker, Channel Partner, Property Owner or other third party;
 - (b) any agency, partnership, employment or fiduciary relationship between Golden Rich and such third parties; or
 - (c) any representation that Golden Rich owns, leases, manages, operates, controls or provides any accommodation listed on the Platform. All accommodation arrangements exist solely between the relevant Host and Guest (and, where applicable, Property Owners and Brokers / Channel Partners), in accordance with the applicable Platform Documents and independent arrangements between them.
- 19.5. Interpretation.** For the avoidance of doubt:
- (a) the inclusion of any category of Personal Data, purpose of processing or category of recipient in this Privacy Policy does not, by itself, constitute a representation that such

Personal Data will in fact be processed in respect of every individual, or that every described sharing will occur in every case;

- (b) Golden Rich's obligations in respect of Personal Data are determined primarily by Applicable Data Protection Laws, Schedule A and the relevant Platform Documents; and
- (c) to the maximum extent permitted by Applicable Law, this Privacy Policy shall not be interpreted to impose any obligations on Golden Rich that are inconsistent with its status as an intermediary under the IT Act and the Intermediary Guidelines or that conflict with the limitation of liability, indemnity and risk allocation provisions set out in Schedule A and the other Platform Documents.

19.6. Survival

The provisions of this Privacy Policy relating to data retention, data sharing, legal compliance, dispute resolution, limitation of liability, interpretation and relationship with Schedule A shall survive the termination, suspension or closure of any Platform account or the cessation of use of the Platform to the extent required under Applicable Law or Schedule A.