

Privacy Policy

This Privacy Policy governs access and use of the Services (as defined in [Terms of Use](#)) on the website, known as “CoinSwitchX/ CSX” referred to as “Platform”. The Services are being provided by and the Platform is operated by Nextgendev Solutions Private Limited, a company incorporated under the Companies Act, 2013. The underlying technology in the Platform is owned by Bitkuber Investments Pvt. Ltd, a private limited company registered under the Companies Act, 2013 (CIN U65990KA2021PTC145060), which has licensed the Platform to Nextgendev Solutions Private Limited to operate and provide Services on the Platform.

THIS POLICY DESCRIBES OUR POLICIES AND PROCEDURES FOR COLLECTION, USE, PROCESSING, STORAGE, DISCLOSURE AND PROTECTION OF YOUR PERSONAL DATA AND INFORMATION, INCLUDING, BUT NOT LIMITED TO, TRANSACTION, FINANCIAL, OR OTHER SENSITIVE PERSONAL DATA AND INFORMATION (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS ‘PERSONAL INFORMATION’).

THIS POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU, AS THE USER OF THE PLATFORM, AND US, AS THE PROVIDER OF THE SERVICES AND OPERATOR OF THE PLATFORM. BY REGISTERING YOUR USER CSX ACCOUNT WITH US OR BY OTHERWISE VISITING / ACCESSING THE PLATFORM, YOU ARE HEREBY PROVIDING US YOUR EXPRESS CONSENT TO VOLUNTARILY PROVIDING US AND ALLOWING US TO USE, COLLECT, ACCESS, PROCESS, STORE, DISCLOSE, TRANSFER AND PROTECT THE PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY. THIS POLICY DOES NOT APPLY TO THIRD-PARTY PLATFORMS (WHICH MAY HAVE THEIR OWN PRIVACY POLICY OR PRIVACY NOTICE) THAT ARE CONNECTED VIA LINKS TO THE PLATFORM.

IF YOU DO NOT AGREE WITH THIS POLICY, PLEASE DO NOT PROCEED FURTHER TO USE/ ACCESS THIS PLATFORM. ALSO, IN THE ABSENCE OF AN ACCEPTANCE OF THE POLICY BY YOU, WE WILL NOT BE ABLE TO PROVIDE, OR CONTINUE PROVIDING, THE SERVICES TO YOU. FURTHER, YOU WILL HAVE THE OPTION TO NOT PROVIDE YOUR CONSENT, OR WITHDRAW ANY CONSENT GIVEN EARLIER, PROVIDED THAT THE DECISION TO NOT PROVIDE CONSENT / WITHDRAWAL OF THE CONSENT IS INTIMATED TO US IN WRITING. IF YOU DO NOT PROVIDE US PERSONAL INFORMATION OR WITHDRAW THE CONSENT TO PROVIDE US WITH ANY OF YOUR PERSONAL INFORMATION AT ANY POINT IN TIME, WE SHALL HAVE THE OPTION NOT TO PROVIDE THE BENEFITS OR SERVICES FOR THE PURPOSE OF WHICH THE SAID PERSONAL INFORMATION WAS SOUGHT.

YOUR USE OF THE PLATFORM AND THE SERVICES WILL BE GOVERNED BY THIS POLICY IN ADDITION TO THE TERMS OF USE AS APPLICABLE TO YOU.

This document is an electronic record of offer and acceptance in terms of the Information Technology Act, 2000 (“IT Act”), the rules made thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or electronic signatures.

“Specified Disclaimer: Crypto products are unregulated and can be highly risky. There may be no regulatory recourse for any loss from such transactions.”

1. Information Collected

We will use the information provided by You only in accordance with the purposes described in the [Terms of Use](#), this Privacy Policy, the [KYC-AML Policy](#), and as permitted under applicable laws.

You voluntarily share and We collect Your Personal Information or Non-Personal Information (as hereinafter defined) when You use the Platform and at the time of Your registration with the Platform, i.e. create a User CSX Account on the Platform to avail our Services. Further, You voluntarily share and We collect information from or about You during the performance of Services for You. We collect information with respect to Your name, email, address, IP Address and zip code, Your location, device ID, device location, device model, device manufacturer, device operating system, network carrier information. We may ask You to provide, or We may collect or receive any additional data or information about You or Your device from time to time (whenever we refer to You it will be deemed to include Your devices where You use the Platform or Services. You provide and share, and We seek, receive and collect all of the foregoing information in order to provide You the Services.

We may receive (either as a service provider or as an owner/fiduciary/controller) information about You if You use any other services or platforms that are owned, operated, or managed by Us, or our affiliates, group companies, partners, or other third parties. We also work with third parties (including, contractors, project partners, service providers, analytics providers) and may receive information about You from them. This may be combined with other information You provide to use to collect information about You as described below. We use this information to enhance your experience with Platform and the Service and to provide You with new features, content, or services on the Platform or Service, and otherwise in accordance with our Terms of Use, this Privacy Policy, and AML Policy.

We may use Your email address, phone number or other communication addresses or sources to send You information, administrative information, changes in account settings, to Our Services or for updating You on new policies and updates pertaining to Your order. Apart from this You will receive periodic emails or other communications or notifications that may relate to company news, related product, service information, etc. Email address or other communication addresses may also be used for responding to any of Your inquiries, questions, and/or any other requests. If You want to unsubscribe from receiving future emails from Us, please follow the “Unsubscribe” instructions.

Except as provided herein or as clearly disclosed to You at the time of collection, We do not solicit any Sensitive Personal Information about You. However, if You share such information with Us voluntarily, We will not be liable for any actions, claims, costs, expenses or other liabilities that may arise as a consequence of any unauthorized use or misuse of such information.

During Your use of the Platform, You may share and We may collect, receive, use, and process such information from You, including but not limited to the below mentioned:

a. Personal Information:

“Personal Information” includes without limitation the following:

- i. Information that You provide to Us by filling in forms on the Platform. This may include contact information such as name, email address, mailing address, phone number, pin code;
- ii. Information that You voluntarily provide when You write directly to Us (including by e-mail and surveys);
- iii. Know Your Customer (“KYC”) related information and documents and data that You provide to Us.
- iv. Information that You specifically provide access to while accepting the Terms and Conditions of use of the Platform.
- v. Financial account information such as details of the accounts from and to which you make fiat currency transactions.
- vi. Your Platform’s internal wallet related data and information.
- vii. Details of any activities undertaken and transactions carried out by You using the Platform.

- viii. Your data and information related to the external wallet/ third party account from where you may initiate crypto transfers by way of deposits, including but not limited to screenshots of the transaction summary report and the wallet profile having the transaction hash.
- ix. Your Income Tax Return Report provided by the Income Tax Department of India that You provide to us.
- x. Your data and information relating to proof of current or past employment, including but not limited to salary/pay slips or a Certificate of Employment; and/or proof of ownership of a business or self-employment, including but not limited to the constitutional documents, company master data, and directorship details from the Ministry of Corporate Affairs, India; shareholding and beneficial ownership details (if the 10% ownership threshold in line with the Prevention of Money Laundering Act, 2002 (“PMLA”)); and any other substantive evidence that You shall submit as a proof regarding this.

b. Non- Personal Information:

“Non-Personal Information” includes without limitation any information that does not reveal Your specific identity, such as, browser information, information collected through Cookies (as defined below), pixel tags and other technologies, demographic information etc. Our Platform receives, gathers and collects some information automatically when You visit the Platform and stores it in log files. We may collect certain information about Your computer or other electronic device and the related telecommunication network through which You have accessed the Platform to facilitate, evaluate and verify Your use of the Platform.

“Cookies” are small files that reside on Your computer’s hard drive and/or other technologies and generally contain an anonymous unique identifier and are accessible only by the Platform that placed them there and not any other sites. We use such technologies, and You may refuse to accept Cookies by activating the setting on Your browser which allows You to refuse the setting of Cookies. However, if You select this setting You may be unable to access certain parts of the Platform. Unless You have adjusted Your browser setting so that it will refuse Cookies, Our system may issue Cookies when You log on to the Platform. The use of Cookies by Our partners, affiliates, advertisers or service providers is not covered by the Policy.

2. Use of the Information

We may use and process the information (both Personal Information or Non-Personal Information) provided by or collected from You from the following purposes:

- i. provide and improve the Services offered to You through the Platform, or offer new services;
- ii. develop, enhance, market and promote various other products and services, and provide those product and services to you, either ourselves or from or by our affiliates, partners, group companies or other third parties;
- iii. undertake KYC checks and verifications and complete your on-boarding process;
- iv. establish and verify Your identity either on the Platform on a stand-alone basis, or where the Services are offered on a different version or feature of the Platform;
- v. conduct research and analysis to detect, prevent, mitigate and investigate fraudulent or illegal activities;
- vi. analyse how the Platform is used, diagnose service or technical problems, maintain security;
- vii. help You efficiently use and access the Platform;
- viii. send You notifications, updates and newsletters;
- ix. monitor aggregate metrics such as total number of viewers, visitors, traffic, and demographic patterns;
- x. for technology, product and market research purposes;
- xi. to enable Us to comply with any legal and regulatory obligations or requisition requests;
- xii. to enable Us to proactively communicate with law enforcement agencies or any other Government or judicial body in connection with any suspicious activities;

- xiii. to enforce our legal rights against You;
- xv. for any other purpose with your consent.

We will use and retain Your information for such periods as necessary to comply with any applicable laws, discharge Our legal obligations, resolve disputes, record keeping and to enforce our rights and remedies including enforcement of this Policy, Terms of Use or AML Policy.

3. Sharing, Disclosure and Transfer of Information

We may share or disclose Your information (including Personal Information and Non Personal Information) to third parties (including any foreign third parties and our group entities and Affiliates) for the purposes mentioned under Section 2 above or in order to provide You the Services on one or more versions or features of the Platform, a few indicative examples of sharing or disclosing are – in order to verify Your identity to access various versions or features of the Platform and/or to access the Services offered on such versions or features of the Platform, to perform KYC checks, to verify Your account or financial information, monitoring your activities and transactions on Services provided on the Platform, provide You with our Services, customer support facilities, to comply with Our legal obligations, to enforce our rights and remedies including enforcement of Our Terms of Use, Privacy Policy and AML Policy, to facilitate Our marketing, promotion and advertising activities, to conduct analysis, to provide You services, to facilitate services for You, to send notifications, reminders or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to the Platform and to avail services from third parties for data analysis and market research.

In the event the Company is merged with or acquired by another Company or in case of reorganization or restructuring of business, or mode and manner of offering the Services for example offering of the Services either on a stand-alone basis or along with other third party services on a different version or feature of the Platform, We or Our affiliates may share or transfer or assign Your Personal Information, Your Sensitive Personal Information, or any other data or information, wholly or in part, with another business entity whether in India or anywhere in the World.

By the use of a certain version or feature of the Platform, You will be able to see the service offered / facilitated by Us, Our related or group companies including but not limited to, our affiliate, and/or third parties. You may have interest or intention of availing such services or a general query with respect to the services available on such version or feature of the Platform and through the Platform. Whenever You are offered the Services on the version or feature of the Platform where You are offered various other services by other third parties, and You decide to avail such services including by becoming or intending to become a user or customer of such third party service provider, You may be required to permit Us to disclose and transfer certain of Your Personal Information, Sensitive Personal Information, and/or other information or data with Us to such third party service provider including Bitkuber Investments Private Limited. Although, We will undertake reasonable efforts to seek Your consent before such disclosure or transfer, however, for abundant caution, and to be on a safer side, You hereby grant your explicit consent for Us to disclose and transfer Your Personal Information, Your Sensitive Personal Information, or any other data or information to Bitkuber Investments Private Limited, with a right to Bitkuber Investments Private Limited to further disclose or transfer the same to a third party providing any services on one or more versions or features of the Platform, which You decide to access, use, browse or become or intend to become a user / customer.

We may also transfer or assign Your information in the course of corporate divestitures, mergers, or to protect the rights, property, or safety of Us, Our users, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may share Your information with third parties including third party service providers/agents/partners, etc. including third party Crypto exchanges where we place your buy / sell / trade instructions, and in such an event, the

third parties' use of Your information will be bound, among other things, with obligation to protect the confidentiality of Your information. We and our third parties may store information in locations outside the direct control of the Company (for instance, on servers or databases co-located with hosting providers) and Your use of the Platform shall constitute consent for the same.

We may disclose or transfer Your information, to any member of Our related or group companies including but not limited to, our affiliates, and Your use of the Platform and other services being offered by our related or Our group companies including but not limited to, our affiliates, shall constitute consent for the same.

We may disclose Your information in order to comply with any order or request from any government, law enforcement, regulatory, investigative, judicial, quasi-judicial, administrative and/or a statutory authority, or in order to enforce our rights and remedies under applicable law including enforcement of Our Terms of Use, this Privacy Policy, AML Policy, or to protect or safeguard our Platform, our services, our users, or our infrastructure.

4. Storage, Security and Disclosure of Information

We use commercially reasonable safeguards as mandatorily required under the laws that apply to Us to preserve the integrity and security of Your information and data against loss, theft, unauthorised access, disclosure, reproduction, use or amendment. We will also undertake reasonable commercial efforts to ask third parties to whom we are sharing, disclosing, transferring or assigning Your information or data, to use commercially reasonable safeguards to protect and secure Your information and data. Having said that, we cannot guarantee the safety, security and integrity of Your data or information and that is at Your own sole risk.

All information You provide to Us is generally stored on Our secure servers (provided by third parties) within India. We may also store / move / export Your data, Personal Information and/or Non-Personal Information on Our Servers outside India, if required at Our discretion. You hereby consent to Your data being used, processed or stored outside India as well. Under those circumstances, the governments, courts, law enforcement, or regulatory agencies of that country or those countries may be able to obtain access to your Information through foreign laws. You need to be aware that the privacy standards of those countries may be different than those of India or the jurisdiction in which you may reside.

You consent that all information stored with Us shall be retained by Us for a minimum period of 8 (eight) years or for such duration as may be prescribed under applicable laws (including but not limited to the PMLA, Companies Act, 2013, etc.), or for any such additional period as may be prescribed by us under our internal policies from time to time.

In an event if you wish to withdraw Your consent, You can write to us at [Principal Officer NGDSL](#), provided withdrawing Your consent for collection and usage of information will affect the services being provided to You by Us in the manner as described herein under this Privacy Policy.

By submitting Your information on the Platform or during the course of using the Services, You agree to the handling of Your information by the Company in a manner as stated under the Terms of Use, this Policy and the AML Policy.

We assume no liability for any disclosure of information due to errors in transmission, unauthorised third-party access or other acts of third parties, or acts or omissions beyond Our reasonable control and You agree that You will not hold Us responsible for any breach of security unless such breach has been caused as a direct result of Our gross negligence or wilful default.

In using the Platform and the Services, You accept the inherent security implications of data transmission over the internet and the world wide web cannot always be guaranteed as completely secure. Therefore, Your use of the Platform will be at Your own risk.

5. Contacting You

You may contact us. By contacting Us in anyway and by providing us Your phone number and contact details and other details, You thereby give Us the unequivocal right to:

- a. Contact You through various mediums, including but not limited to phone calls, emails, whatsapp etc. or make a phone call to You to discuss Your query or request;
- b. Contact You through phone or message notwithstanding the fact that You may have registered under the Telecom Regulatory Authority of India regulations as a fully blocked or a partially blocked customer. It is further clarified that We shall make solicited phone calls or messages. Notwithstanding anything contained in this Policy and or the Terms of Service or any other policies of CoinSwitch, You agree that we may contact You through phone or message to provide and improve the Services offered to You through the Platform, or offer new services, develop, enhance, market and promote various other products and services, and provide those product and services to you, either ourselves or from or by our affiliates, partners, group companies or other third parties;
- c. Share the contact details provided by You with the service provider or agent or representative available on or through the Platform who may be in a position to sufficiently answer or respond to Your query, including but not limited to third party service providers.

We understand that Your contact details are important to You, and We shall bind the service providers/agents/affiliates that We share Your contact details with, with the same level of protection as required under the applicable laws.

6. Access/Updates of Information

You may choose not to provide identifiable information through the Platform, in which case You may not be allowed to access all or certain features / parts of the Platform. If You are a registered user, You may update, edit or correct Your User CSX Account information and email preferences at any time by contacting through the customer support. If You believe that any of Your information held by Us is inaccurate, You may write to Our Grievance Officer (“GO”) as detailed under Section 10. Your request will be acknowledged, responded and/or redressed within a reasonable period of time but no longer than the timelines that may be prescribed under any applicable laws. It is Your responsibility to ensure that any information You provide Us remains accurate and updated.

7. Links to Third Party Sites

Our Platform may contain links to and from the platforms or services of Our partner networks, affiliates, service providers, and other third parties. The inclusion of a link does not imply any endorsement by Us of the third party platform or services, the platform or service provider, or the information on the third party platform. If You follow a link to any of these platforms or services, please note that these platforms or services may be governed by their own terms of use and/or privacy policies and We disclaim all responsibility or liability with respect to these policies or the platforms / services. Please check these policies and the terms of the platforms or services before You submit any information to these platforms / services or otherwise use these platforms / services.

8. Additional clauses, Restrictions and Liabilities

The Blockchains: **Due to** the inherent transparency of many blockchains, transactions that individuals broadcast via any blockchain may be publicly accessible. This includes, but is not limited to, Your public sending address, the public address of the receiver, the amount sent or received, and any other data a user has chosen to include in a given transaction. Information stored on a blockchain may be public, immutable, and difficult or even impossible to remove or delete. Transactions and addresses may reveal information about the user's identity and information can potentially be correlated now or in the future by any party who chooses to do so, including law enforcement. Users are encouraged to review how privacy and transparency on the blockchain works.

We are not liable for any recommendations posted by any third party.

We may use and/or share the transaction data or history, Your fiat currency related activities and balances, and Your Crypto related transactions, activities, and balances for any purposes in accordance with the Terms of Use, this Privacy Policy, and AML Policy.

9. Severability and Exclusion

We have taken every effort to ensure that this Policy adheres with the applicable laws. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy. This Policy does not apply to any information other than the information collected by the Company through the Platform. This Policy shall be inapplicable to any unsolicited information You provide Us through this Platform or through any other means or through public channels. This includes, but is not limited to, information posted in any public areas of the Platform. All unsolicited information shall be deemed to be non-confidential and the Company shall be free to use and/ or disclose such unsolicited information without any limitations.

10. Changes to the Policy

We may update this Policy from time to time with or without any notice to You. We encourage You to periodically review the Policy for the latest information on Our privacy practices.

11. Contact & Grievance Officer

Please address Your grievances, feedback or questions, without limitation, with respect to the collection, processing, usage, disclosure, security of Your information in writing to:

our grievance officer (presently, Mr Vinesh G) at [Principal Officer NGDSL](#)

or To, Grievance Officer, Re: Privacy Policy, CoinSwitchX, Awfis, 6th Floor, Valence Block, Prestige Tech Park, Marathahalli Ring Road, Outer Ring Road, Bengaluru - 560103, Karnataka, India.