ArtQura – Privacy Policy for Artists and Sellers

Last Updated: 17 October 2026

1. Introduction

This Privacy Policy explains how ARAHASOFT PRIVATE LIMITED, operating and managing ArtQura ("ArtQura", "we", "us" or "our"), collects, uses, stores, shares and protects personal data relating to artists, artisans, creators, galleries and other sellers using the ArtQura Platform (www.artqura.com and associated services).

This Privacy Policy applies to Artist applicants, registered Artists and authorized representatives of Artist businesses.

We are committed to protecting your personal data in accordance with applicable law, including the Digital Personal Data Protection Act, 2023 ("DPDP Act"), the Information Technology Act, 2000, and the rules made thereunder.

Please read this Privacy Policy carefully before registering on the Platform or providing any personal data. Where your consent is required for the processing of your personal data, we will obtain it through a clear affirmative action before or at the time of collection, as described in Section 4 below.

2. Who We Are

For the purposes of the DPDP Act, ARAHASOFT PRIVATE LIMITED is the Data Fiduciary — the entity that determines the purpose and means of processing your personal data. You, as an Artist or Seller on the Platform, are the Data Principal — the individual to whom the personal data relates. Where an Artist is a business entity, the authorized representative providing personal data is the Data Principal in respect of that data.

The Platform is operated by:

ARAHASOFT PRIVATE LIMITED

Registered Office: 1103, CAT-B, PLOT 15, SANCHAR VIHAR CGHS, SEC-4, N.S.I.T. Dwarka, New Delhi, South West Delhi- 110078, Delhi

CIN: U62013DL2026PTC465814

Website: www.arahasoft.in

ArtQura Platform: www.artqura.com

Privacy Contact: info@artqura.com

3. Information We Collect

We may collect the following categories of personal data depending on how you use ArtQura:

3.1 Identity and Contact Information

- name;
- artist or business name;
- email address;

- mobile number;
- postal address;
- profile photograph;
- biography; and
- social media or portfolio links voluntarily provided by you.

3.2 Business and Verification Information

Where necessary, we may collect:

- PAN;
- GSTIN;
- business registration information;
- bank account details for settlements;
- identity verification information;
- tax information; and
- documents reasonably necessary for Artist onboarding, compliance or fraud prevention.

3.3 Product and Artwork Information

We may collect:

- Product titles and descriptions;
- photographs;
- artwork details, dimensions and materials;
- authenticity and provenance information;
- pricing and inventory information;
- certificates of authenticity; and
- other information submitted for Product listings.

3.4 Transaction Information

We may collect information relating to:

- orders and sales;
- commissions and settlements;
- refunds, returns and chargebacks;
- taxes and statutory deductions; and
- customer disputes.

3.5 Technical Information

We may automatically collect:

- IP address;
- browser and device information;
- login history;
- Platform activity and usage patterns; and

- security and fraud-prevention information.

4. Legal Basis for Processing

Under the DPDP Act, we process your personal data on the following grounds:

4.1 Consent

Where we rely on your consent, it will be obtained through a clear affirmative action (such as checking a consent box, clicking an "I Agree" button, or providing data through a registration form for a specified purpose) before or at the time of collection. Consent is specific to the purpose described at the time it is given.

You have the right to withdraw your consent at any time with the same ease with which it was given, by using the consent management options on the Platform or by contacting us at the details provided in Section 20. Withdrawal of consent does not affect the lawfulness of processing carried out before the withdrawal.

4.2 Legitimate Uses

We may process your personal data without specific consent where the DPDP Act permits processing as a Legitimate Use, including:

- where you have voluntarily provided your personal data and have not withdrawn consent, for the specified purpose;
- where processing is necessary for compliance with any law or order of a court or tribunal;
- where processing is necessary for responding to a medical emergency involving a threat to your life or health;
- where processing is necessary for purposes related to safety, prevention, detection, investigation or prosecution of contraventions of law; and
- where processing is necessary for purposes related to employment, including verification of identity and onboarding of Artists who are individuals.

5. How We Use Artist Information

We may process your personal data for the following purposes:

- reviewing and managing Artist applications and onboarding;
- verifying identity, eligibility and business credentials;
- creating and managing Artist accounts;
- publishing Artist profiles and Product listings;
- marketing and promoting Artists and Products;
- processing orders, settlements and payments;
- arranging logistics and fulfilment;
- communicating about orders, Platform operations and policy updates;
- providing Artist support;
- preventing fraud and ensuring Platform security;
- enforcing the Seller Terms and Conditions;

- complying with tax, accounting and legal obligations;
- resolving customer complaints and disputes;
- conducting analytics and research to improve our services; and
- sending marketing and promotional communications where permitted by law and in accordance with your consent and preferences.

We will not process your personal data for purposes beyond those for which it was collected, unless we obtain your fresh consent or the processing is permitted under a Legitimate Use.

6. Public Information

Certain information provided by an Artist may be publicly displayed on the ArtQura Platform. This may include:

- artist name;
- artist biography;
- profile photograph;
- Product photographs;
- artwork descriptions;
- Product prices;
- general location or place of origin, where displayed;
- ratings and reviews; and
- other information specifically intended for the public Artist profile or Product listing.

Artists should not submit personal data for public display unless they intend that information to be publicly visible. You acknowledge that publicly displayed information may be accessed by customers and other visitors of the Platform.

7. Information Shared with Customers

To facilitate sales and fulfilment, ArtQura may share appropriate Artist information with customers. Depending on the transaction, this may include:

- artist or business name;
- artist profile and biography;
- Product information;
- information relevant to authenticity and provenance;
- general business or geographic information where required or appropriate; and
- other information necessary to enable informed purchasing decisions or fulfilment.

We will seek to limit the sharing to what is reasonably necessary for the purpose.

8. Information Shared with Service Providers and Authorities

We may share Artist personal data with:

- payment and settlement providers;
- banks and financial institutions;

- logistics providers;
- cloud and technology providers;
- professional advisers;
- tax and accounting service providers;
- fraud and security service providers;
- government, regulatory or law-enforcement authorities where legally required; and
- other service providers acting on our behalf.

Where we engage third-party data processors, we enter into contractual arrangements requiring them to process personal data only for the purposes specified by us and to maintain reasonable security safeguards in accordance with the DPDP Act (Section 8(2)).

We do not sell your personal data as a business model.

9. Cross-Border Data Transfers

Your personal data is primarily stored and processed in India. However, certain service providers (such as cloud infrastructure, analytics or payment processors) may process or store data outside India.

We will only transfer personal data outside India in compliance with the DPDP Act (Section 16) and any restrictions notified by the Central Government from time to time. We will not transfer your personal data to any country or territory that the Central Government has restricted by notification.

Where personal data is transferred outside India, we take reasonable steps to ensure that the receiving entity maintains appropriate safeguards.

10. Use of Artwork and Listing Content

When an Artist uploads artwork images, descriptions or other listing content, ArtQura may use such content to:

- display Products for sale;
- promote the Artist and their Products;
- promote ArtQura and the Platform;
- create search and category pages;
- use the content in social media and digital marketing;
- create newsletters or promotional campaigns;
- resize, crop or technically adapt images for Platform presentation; and
- maintain historical records of listings and completed transactions.

Such use is subject to the Artist's Seller Terms and Conditions and does not by itself transfer ownership of the Artist's underlying intellectual property.

11. Financial and Settlement Information

Bank account and settlement information is used for purposes such as:

- paying Artist settlements;
- reconciling transactions;

- complying with accounting and tax obligations; and
- preventing fraud.

Access to such information is restricted to authorized persons and service providers with a legitimate need to process it.

12. Cookies and Similar Technologies

The Artist portal and Platform may use cookies and similar technologies. These fall into the following categories:

12.1 Essential Cookies

These are necessary for the Platform to function and cannot be disabled. They enable core functionality such as security, login, session management and Artist dashboard access.

12.2 Analytics and Performance Cookies

These help us understand how Artists interact with the Platform, measure performance and improve our services. These cookies are used only with your consent.

12.3 Marketing Cookies

These may be used to deliver relevant communications and track campaign effectiveness. These cookies are used only with your consent.

You may manage your cookie preferences through the cookie consent mechanism provided on the Platform or through your browser settings. Disabling certain cookies may affect Platform functionality.

13. Marketing Communications

Where you have given your consent, we may send you information about:

- Platform features and updates;
- promotional campaigns and opportunities;
- seller tools and resources;
- events and exhibitions; and
- other information relevant to your Artist profile.

You may withdraw your consent and opt out of promotional communications at any time using the unsubscribe option provided in the communication or by contacting us. Withdrawal of consent for marketing communications does not affect transactional and operational communications that are necessary for the Artist relationship.

14. Data Security

We implement reasonable security safeguards as required under the DPDP Act (Section 8(4)) to protect personal data from unauthorized access, use, disclosure, alteration or destruction.

These may include, where appropriate:

- access controls and role-based authorization;

- authentication measures;
- encryption or secure transmission of data;
- monitoring and intrusion detection;
- backup and recovery processes;
- periodic review and audit of security measures; and
- contractual obligations for relevant service providers and data processors.

However, no system is completely secure, and we cannot guarantee absolute security. Artists are responsible for keeping their account credentials confidential and must promptly notify ArtQura of suspected unauthorized access.

15. Data Retention

In accordance with the DPDP Act (Section 8(7)), we will erase your personal data once the purpose for which it was collected has been fulfilled and retention is no longer necessary, unless retention is required or permitted by law.

The following indicative retention periods apply:

- Artist account and profile data: retained for the duration of the Artist account and for ninety (90) days following account closure to allow for pending settlements, disputes and reactivation requests;
- Transaction, settlement and financial records: retained for a period of eight (8) years from the date of the transaction, as required for tax, accounting, audit and legal compliance purposes;
- Product listing content: retained for the duration of the listing and for a reasonable archival period thereafter for transaction records, dispute resolution and legal compliance;
- Identity and verification documents: retained for the duration of the Artist account and for a period required by applicable KYC and anti-money laundering regulations;
- Technical and usage data: retained for up to two (2) years for analytics, security and Platform improvement purposes; and
- Legal and dispute-related data: retained for as long as necessary to resolve the dispute or comply with applicable limitation periods.

Where data has been anonymized or aggregated such that it no longer identifies you, it is no longer considered personal data and may be retained indefinitely for analytics and research purposes.

16. Your Rights as a Data Principal

Under the DPDP Act, you have the following rights:

16.1 Right to Information

You have the right to obtain a summary of your personal data being processed by us and information about the processing activities, including the identities of the data processors and third parties with whom your data has been shared (DPDP Act Section 11(1)).

16.2 Right to Correction and Erasure

You have the right to request the correction of inaccurate or misleading personal data, the completion of incomplete personal data, and the erasure of personal data that is no longer necessary for the purpose for which it was collected (DPDP Act Section 12).

16.3 Right to Withdraw Consent

Where processing is based on your consent, you may withdraw your consent at any time with the same ease with which it was given. You may do so through the consent management options on the Platform or by contacting us at the details provided in Section 20. Withdrawal of consent does not affect the lawfulness of processing carried out prior to the withdrawal (DPDP Act Section 6(4) and 6(7)).

16.4 Right to Grievance Redressal

You have the right to have your grievances addressed by our Grievance Officer. If you are not satisfied with our response, you have the right to file a complaint with the Data Protection Board of India (DPDP Act Section 8(10)). Please see Section 20 for contact details and Section 21 for information on the Data Protection Board.

16.5 Right to Nominate

You have the right to nominate another individual to exercise your rights under this Privacy Policy and the DPDP Act on your behalf in the event of your death or incapacity (DPDP Act Section 14(2)). You may register a nomination through your account settings on the Platform or by contacting us.

To exercise any of these rights, please contact us using the details set out in Section 20. We may need to verify your identity before processing certain requests. We will respond to your request within the timeframe prescribed by applicable law.

17. Duties of Data Principals

Under the DPDP Act (Section 15), as a Data Principal you have the following duties:

- you must comply with all applicable laws when exercising your rights under this Privacy Policy;
- you must not register a false or frivolous complaint or grievance with us or with the Data Protection Board of India;
- you must furnish only authentic and verifiable personal data and must not suppress any material information when providing personal data for a specified purpose; and
- you must not impersonate another person when providing personal data.

Contravention of these duties may result in penalties under the DPDP Act.

18. Artist Data Protection Responsibilities

Artists who receive customer personal data through ArtQura are responsible for handling that data appropriately and in accordance with applicable law, including the DPDP Act.

Artists must:

- use customer personal data only for legitimate order fulfilment and transaction-related purposes;
- not use customer personal data for unsolicited marketing or any purpose unrelated to order fulfilment without a lawful basis and the customer’s consent;
- maintain appropriate security safeguards for customer personal data in their possession;

- delete or securely dispose of customer personal data once it is no longer necessary for order fulfilment, legal compliance or dispute resolution;
- not sell, rent or disclose customer personal data to unrelated third parties; and
- promptly notify ArtQura of any suspected unauthorized access, loss or misuse of customer personal data.

Failure to comply with these obligations may result in suspension or termination of the Artist account and may give rise to liability under the DPDP Act and other applicable law.

19. Data Breaches

In the event of a personal data breach affecting Artist information, ArtQura will:

- take prompt steps to investigate, contain and remediate the breach;
- notify the Data Protection Board of India without unreasonable delay, as required under the DPDP Act (Section 8(6)); and
- notify each affected Data Principal without unreasonable delay, in the manner prescribed by applicable law, providing information about the nature of the breach and the steps being taken to address it.

Artists must promptly notify ArtQura if they become aware of a security incident involving Platform credentials or customer personal data obtained through ArtQura.

20. Contact and Privacy Grievances

For privacy-related questions, requests or to exercise your Data Principal rights, please contact:

Privacy Contact:

Name: Pradeep Kumar Singh

Email: pradeep@arahasoft.in

Phone: +91 98105 79334

Grievance Officer:

Name: Pradeep Kumar Singh

Email: pradeep@arahasoft.in

Phone: +91 98105 79334

Address: 1103, CAT-B, PLOT 15, SANCHAR VIHAR CGHS, SEC-4, N.S.I.T. Dwarka, New Delhi, South West Delhi- 110078, Delhi, India

All privacy grievances will be acknowledged within twenty-four (24) hours of receipt. We will endeavour to resolve grievances within fifteen (15) days of receipt, in accordance with applicable law.

If you are not satisfied with our response, you may escalate your complaint to the Data Protection Board of India as described in Section 21.

21. Data Protection Board of India

If you are not satisfied with our handling of your grievance or the response provided by our Grievance Officer, you have the right under the DPDP Act (Section 8(10)) to file a complaint with the Data Protection Board of India.

The Data Protection Board of India is established under Section 18 of the DPDP Act and has the authority to inquire into complaints of non-compliance by Data Fiduciaries. Details of the Board, including how to file a complaint, will be available on the official government website as notified from time to time.

22. Changes to This Privacy Policy

We may update this Privacy Policy from time to time.

The latest version will be published on the Platform with the updated “Last Updated” date.

Where a change materially affects the way we process your personal data, we will provide you with prominent notice on the Platform or by email and, where required under applicable law, obtain your fresh consent before the change takes effect.

23. Contact Us

For general inquiries, please contact:

ArtQura – Artist Support

Operated by ARAHASOFT PRIVATE LIMITED

Website: www.artqura.com

Email: info@artqura.com

Phone: +91 97623 88291