ArtQura – Privacy Policy for Customers

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 of customers and visitors using www.artqura.com and associated services (the "Platform").

This Privacy Policy applies to customers, registered users and visitors of the ArtQura Platform.

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 using 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 5 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 a customer or visitor of the Platform, are the Data Principal — the individual to whom the personal data relates.

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

Depending on how you use ArtQura, we may collect the following categories of personal data:

3.1 Account Information

- name;
- email address;
- mobile number;
- password or authentication credentials in protected form;
- profile information; and
- account preferences.

3.2 Order and Delivery Information

- billing address;
- shipping address;
- recipient details;
- order history;
- Products purchased;
- transaction references; and
- customer support communications.

3.3 Payment Information

Payments may be processed through authorized third-party payment service providers.

We may receive transaction-related information such as payment status, payment method, transaction reference and other information necessary to confirm and manage the transaction.

We do not ordinarily collect or store complete card credentials unless specifically stated and processed through appropriate systems.

3.4 Technical and Usage Information

We may automatically collect:

- IP address;
- browser type;
- device information;
- operating system;
- pages visited;
- referral information;
- approximate location derived from technical information;
- cookies and similar technologies; and
- Platform usage and interaction information.

3.5 Communications

We may collect information when you contact customer support, submit feedback, participate in surveys or otherwise communicate with us.

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 19. 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 taking measures to provide medical treatment or health services during an epidemic, outbreak, or threat to public health; and
- where processing is necessary for purposes related to safety, prevention, detection, investigation or prosecution of contraventions of law.

5. How We Use Your Information

We may process your personal data for the following purposes:

- creating and managing your account;
- processing orders and payments;
- arranging delivery;
- providing customer support;
- communicating order updates and transactional notifications;
- preventing fraud, misuse and ensuring Platform security;
- improving the Platform and user experience;
- personalizing your experience where appropriate;
- complying with legal obligations, including tax and accounting requirements;
- resolving disputes and enforcing our Terms and Conditions;
- 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. Sharing Information with Artists

Because ArtQura is a marketplace, we may share information necessary to fulfil an order with the Artist selling the Product.

This may include:

- customer name;
- delivery address;
- contact information where reasonably necessary for delivery or fulfilment;
- Product and order details; and
- other information necessary to resolve a transaction-related issue.

Artists are contractually required to use customer information only for legitimate transaction and fulfilment purposes and in accordance with applicable law, including the DPDP Act. Artists are prohibited from using your personal data for unsolicited marketing or any purpose unrelated to order fulfilment.

7. Other Parties with Whom We May Share Information

We may share personal data, where appropriate, with:

- payment service providers;
- banks and financial institutions;
- logistics and delivery partners;
- cloud and technology service providers;
- analytics and security service providers;
- professional advisers;
- government or law-enforcement authorities where legally required;
- purchasers or successors in connection with a corporate restructuring, merger or acquisition; 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.

8. 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.

9. Cookies and Similar Technologies

ArtQura may use cookies and similar technologies on the Platform. These fall into the following categories:

9.1 Essential Cookies

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

9.2 Analytics and Performance Cookies

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

9.3 Marketing and Advertising Cookies

These may be used to deliver relevant advertisements 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.

10. Marketing Communications

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

- new artworks and crafts;
- artists;
- collections;
- promotions;
- events; and
- Platform updates.

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 communications that are necessary to provide the service.

11. 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. In the event of a security incident, we will take prompt action to investigate and contain the incident as described in Section 16.

12. 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:

- Account data: retained for the duration of your account and for thirty (30) days following account deletion to allow for reactivation requests or pending issues;
- Order and transaction 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;
- Customer support communications: retained for two (2) years after resolution of the issue or closure of the support request;
- 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.

13. Your Rights as a Data Principal

Under the DPDP Act, you have the following rights:

13.1 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)).

13.2 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).

13.3 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 19. Withdrawal of consent does not affect the lawfulness of processing carried out prior to the withdrawal (DPDP Act Section 6(4) and 6(7)).

13.4 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 19 for contact details and Section 20 for information on the Data Protection Board.

13.5 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 19. We may need to verify your identity before processing certain requests. We will respond to your request within the timeframe prescribed by applicable law.

14. 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.

15. Children's Privacy

In accordance with the DPDP Act (Section 9), the Platform is not intended for independent use by persons below the age of eighteen (18) years ("Children").

We will not knowingly process the personal data of a Child without the verifiable consent of the Child's parent or legal guardian.

We will not undertake:

- tracking or behavioral monitoring of Children; or
- targeted advertising directed at Children.

Where we become aware that personal data of a Child has been collected without verifiable parental or guardian consent, we will take prompt steps to erase such data.

If you believe that we have inadvertently collected personal data of a Child without appropriate consent, please contact us at the details provided in Section 19.

16. Data Breaches

In the event of a personal data breach, 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.

We maintain incident response procedures designed to identify, respond to and mitigate the impact of data breaches.

17. Third-Party Websites

The Platform may contain links to third-party websites or services.

This Privacy Policy does not apply to third-party websites or services that we do not control.

We encourage you to review the privacy policies of third parties before providing them with personal data.

18. 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 and, where required under applicable law, obtain your fresh consent before the change takes effect.

19. 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 20.

20. 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.

21. Contact Us

For general inquiries, please contact:

ArtQura
Operated by ARAHASOFT PRIVATE LIMITED

Website: www.artqura.com
Email: info@artqura.com
Phone: +91 97623 88291