

PRIVACY POLICY

Indifi Capital Private Limited (formerly known as Riviera Investors Private Limited, a non-deposit-taking non-banking financial company registered with the Reserve Bank of India and having its registered office at **C-902, Park View SPA, Near DPS Primary Wing, Sector 47, Gurgaon-122001**, (hereinafter referred as “**Company**”, “**We**”, “**Us**” or “**Our**”).

We respect Your privacy and are committed to protecting it through Our compliance with this privacy policy (“**Policy**”) in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, Reserve Bank of India’s Guidelines on Digital Lending and other applicable laws. This Policy describes:

- a) the types of information that We may collect from You when You access, use or avail any products or services We offer through Our website(s), application(s) and other online platform(s) (collectively, Our “**Platform**”); and
- b) Our practices for collecting, using, storing, transferring, processing, maintaining, protecting, and disclosing that information.

For the purposes of this privacy policy the term “**User(s)**” and wherever the context so requires “**You**”, “**Your**”, “**Yourself**” shall mean any natural or legal person who accesses or uses the Platform and in the event that a natural person is representing a business entity or a body corporate, reference to such terms shall include a reference to such business entity and/or body corporate as well.

Your acknowledgment and consent

By visiting this Platform You agree to be bound by the terms and conditions of this Policy. If You do not agree please do not use or access Our Platform.

By mere use of the Platform, You expressly and unconditionally agree to the terms and conditions of this Policy and consent to the usage, storage and handling of the information submitted by You in accordance with the terms contained herein.

This Policy applies only to the User Information (defined below) that We collect through Our Platform. When You submit User Information on the Platform, it shall be deemed that You have granted Us the right to collect, store, process, handle and use such User Information, in accordance with this Policy (as amended from time to time).

From time to time, we may receive personal data/user information about you from third party sources (including without limitation account aggregators (hereinafter referred to as “**Account Aggregator**”) and the account aggregator ecosystem (which includes Financial Information Providers, Financial Information Users and Customers, which terms have the meaning assigned to them in the Reserve Bank of India’s Master Direction- Non-Banking Financial Company – Account Aggregator (Reserve Bank) Directions, 2016 as updated from time to time (“**RBI NBFC AA Master Direction**”) and hereinafter referred to as the “**Account Aggregator Ecosystem**”)) as provided below in paragraph 3.

This Policy does not apply to information that You provide to, or that is collected by, any third-party, such as other lenders/financing partners who provide credit facilities (“**Financiers**”), merchants from which You avail services and social networks that You use in connection with Our services or our lending service providers. We encourage You to consult directly with such third parties about their privacy practices.

Please read this Policy carefully to understand Our policies and practices regarding Your User Information and how it will be treated in accordance with this Policy.

1. INFORMATION THAT IS COLLECTED BY US

We collect various types of information from and about Users of Our Platform, including:

- a) **“Personal Information”** which includes any information concerning personal or material circumstances of an identified or identifiable individual, e.g., name, address, bank details etc., and can be used to uniquely identify or contact a person and/or the business entity that a person represents; and/or
- b) **“Sensitive Personal Information”** which means any Personal Information of an individual, which consists of information relating to passwords; financial information such as bank account, credit card, debit card or other payment instrument details; sexual orientation; physical, physiological and mental health condition; and medical records and history. Information freely available or accessible in public domain is not treated as Sensitive Personal Information. Depending on who You are (e.g., a merchant, customer, cardholder, consumer, supplier or business partner) and how You interact with Us (e.g., through Platform, telephone, IVR, API, online or offline), We may collect, use, receive, store, analyze, combine, transfer or otherwise process different categories of Your Personal Information (including Sensitive Personal Information).

Any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Information for the purposes of this Policy.

We collect this information:

- a) directly or indirectly from You when You provide it to us; and/or
- b) as You navigate through Our Platform (information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons and other tracking technologies); and/or
- c) through independent third-party sources like merchants, lending service providers, financial organisations (including, inter-alia, TransUnion CIBIL Limited and other credit bureaus), etc.

Information You Provide to Us

You provide Your explicit consent for collection of information, on Our Platform (which may be collected from the parties as per this Policy), which includes but is not limited to (**“User Information”**):

- a) Your full name, address, email address, telephone number, date of birth and bank or payment card details and any proof of Your identity and/or address, postal code, profile picture, password and other information You may provide with Your account (including but not limited to, account holder, account name, account number, online banking PIN, transaction authentication number “TAN” and password, available balance and transaction history of Your bank account), ITR, Tax Certificates or any other income documents as necessary by Us, such as Your gender, mobile phone number and website and all other information, You may provide Us through third-party sign-in services such as Facebook and Google . In such events/ cases, We fetch and store whatever information is made available to Us by you through these sign-in services or otherwise;
- b) Your device’s camera, microphone, location or any other facility as may be required for KYC purposes, and which will be accessed only one time and only for KYC purposes;
- c) Your preferences including settings such as time zone and language;
- d) IP addresses, application, device or browser type, versions and configurations, operating systems, device brand and model, time zone setting, content, unique identifiers associated with Your device(s) and pages that You access on the Platform, and the dates and times that You visit the Platform, and

paths taken;

- e) Credit related information or assessment, credit information (and income information (e.g., employment contract, salary details, employer name, tax returns, bank account statements, income statements, balance sheet, cashflow statement), credit or score or reliability scores provided by third parties such as Our Financiers, financial institutions (including TransUnion CIBIL Limited and other credit bureaus) or Account Aggregators or similar third parties as permitted under applicable laws of India including Our business partners, independent service providers and Our group entities;
- f) Information obtained through mobile devices to determine creditworthiness, etc.;
- g) Financial information such as personal bank account numbers and bank account data including ACH, NEFT, IMPS and UPI ID details, salary and income details;
- h) Know Your Customer (KYC) information including all proofs of identity and address, photograph, Permanent Account Number (PAN), etc.;
- i) Details of Your visits to Platform, including but not limited to, location data, web logs and other communication data;
- j) Information provided, uploaded, shared by You through Our Platforms, including *inter alia* your PAN details, TAN details, details of incorporation, government and business related approvals/consents/ licenses, tax certificates, invoices, reviews, photographs, comments, lists, followers, the users You follow, current and prior purchase or browsing details, contact or notification information, and other information in Your account profile;
- k) Your financial information (as defined in the RBI NBFC AA Master Direction) from an Account Aggregator and/or through the Account Aggregator Ecosystem in compliance with applicable laws;
- l) Your search details such as search terms you have looked up and results You selected;
- m) Your browsing details including time, frequency, features used, etc. by You;
- n) Communications between You and other Financiers, merchants, and other third parties through Our Platforms; participation by You in a survey, poll, sweepstakes, contest or promotion scheme; Your request for certain features (e.g., newsletters, updates or other products/ services);
- o) Your communication with Us about employment opportunities posted;
- p) If You avail any services through Our Platform, We may collect and store information about You to process Your requests and automatically complete forms for future transactions, including (but not limited to) Your phone number, address, email, billing information and credit or payment card information. This information may be shared with third parties which assist in processing and fulfilling Your requests, including PCI compliant payment gateway processors, card associations, payment aggregators, other lenders, etc. When You submit credit or payment card information, We encrypt the information using industry standard technologies. If You write reviews about businesses/ services with which You conduct transactions through Our Platforms, We may publicly display information that You transacted with those businesses/ services;
- q) The information provided by You such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc. to be published or displayed (hereinafter, "**posted**") on publicly accessible areas of Our Platforms, or transmitted to other Users of Our Platforms or third parties (collectively, "**User Inputs**");
- r) Information collected from third party business partners, lending service providers, technical sub-contractors, analytics providers, search information providers, etc. such as delivery address or contact information or other details which may be combined with the User Information collected on

the Platform and as provided in this Policy; and

- s) Information collected through cookies.

The User Information includes any Personal Information and Sensitive Personal Information.

You acknowledge and expressly consent to the fact that certain third-party service providers such as partners, merchants, marketers, third-party Websites, researchers, financial organisation, lending service providers, bureau and verification agencies and other collection service providers may also collect and Use Your User Information through the Platform as per the terms of this Policy and the privacy policies of such third-party service providers.

Where possible, We indicate which fields are mandatory and which fields are optional to be filled on the Platform. You always have the option to not provide information by choosing not to submit particular information or feature on the Platform.

Your User Inputs are posted on and transmitted to others at Your own risk. Although We limit access to certain pages, You may set certain privacy settings for such information through Your account profile. Please be aware that no security/ data protection measures are perfect or impenetrable. Additionally, We cannot control the actions of other Users of Our Platform with whom You may choose to share Your User contributions. Therefore, We cannot and do not guarantee that Your User inputs will not be viewed by unauthorized persons. We may display this information on the Platform, share it with businesses, and further distribute it to a wider audience through third party sites and services. You should be careful about revealing any sensitive details about Yourself in such posting.

By using this Platform, You consent to the collection, storage, and use of the User Information that You provide for any of the services that We offer, and You consent to Our collection of any changes or updates that You may provide to the User Information. The Company collects only such User Information that the Company believes to be relevant for the purpose of identification and verification and is required to understand You or Your interests or provide services that You may require or request. We shall not be liable, for any reason whatsoever, for the authenticity of any User information provided by You to Us. You hereby represent, warrant and confirm that the User Information provided by You is and shall continue to be valid, true and accurate.

Sources of Information Collection

We may collect User Information in the following ways:

- a) directly or indirectly from You when You provide it to Us; and/or
- b) as You navigate through Our Platform; and/or
- c) the public domain; and/or
- d) through independent third-party sources like Our Financiers, merchants, financial organisations, credit bureaus, our lending service providers, etc; and/or
- e) through Account Aggregators engaged by Us and/or through the Account Aggregator Ecosystem in compliance with applicable laws.

We collect User Information from You when You share Your Personal and/or Sensitive Personal Information with Us, when You apply for Our products or services directly with Us or through Our third-party partners as per their applicable privacy policies, when You register with Us, when You provide Your credit information to Us, when You enter a competition or marketing survey, when You give Us information to collect information through cookies, from publicly available sources in accordance with applicable laws, or when You access, Use and/or browse Our Platform. We may also obtain User Information from independent third parties, as governed by their respective privacy policies, including Our business partners, merchants, marketplaces, re-sellers, banks, payment partners, technology providers, e-commerce platforms, payment aggregators, payments systems, payment service providers and financial institutions, fraud

prevention agencies, independent service providers and Our group entities, affiliates, associated Financiers etc. We may further obtain User Information from social platforms and networks when You give Us permission to do so either directly or through a cookie, and We may Use, collect, process or disclose this information in accordance with this Policy.

You provide Your consent for collection of Your information from credit bureaus including but not limited to Experian/CIBIL/ CRIF/other agencies, and for checking, collecting retrieving and downloading Your information from the Central KYC registry for Your cKYC ID linked with Your PAN.

User Information may be collected automatically from the computer or devices (including mobile devices and information contained therein) You use to access the Platform, even if You use the Platforms without registering or logging in and the same shall include *inter alia*:

- a) Your server's IP address from where the Platform is being accessed, the type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.), the operating system of Your system and the website You last visited before visiting to Platform, and Your computer, Internet connection and mobile device, other browsing information (connection, speed, connection type etc.), device type, device's unique device identifier, mobile network information and the device's telephone number;
- b) Details of Your use of Our Platform, including location data, traffic data, logs and other communication data and the resources that You use and access on or through Our Platforms;
- c) We may also collect real-time information about the location of Your device, as permitted by You;
- d) Other information relating to Your activity on the Platforms, such as Your search queries, comments, domain names, search results selected, number of clicks, pages viewed and the order of those pages, how long You visited Our Platforms, the date and time You used the Platforms, error logs, and other similar information; and
- e) In case of mobile application users, the online or offline status of Your application.

We access Your phone resources or metadata only in compliance with applicable law.

We only collect the User Information from the sources above in accordance with applicable law.

Other tools and Cookies

We, and third parties with whom We partner, shall use pixel tags, cookies, web beacons, mobile device IDs, "flash cookies" and similar files or technologies to collect and store information in respect to Your use of and third party websites and the Platforms.

When You visit the Platform, one or more cookies will be sent to the computer/smartphone or other devices being Used by You and We and third parties that We partner with may collect the cookies. The cookies are either Used to improve the quality of the Platform or for storing Your preferences as a User, improving search results and tracking User trends. You have the option of disabling cookies via Your browser preferences. However, if You disable cookies on Your browser, some parts of the Platform may not function effectively.

Information collected by cookies is anonymous information and is maintained distinctly and is not linked to the User Information You submit to Us.

You may encounter cookies or other similar devices on certain pages of the Platform that are placed by third parties. We do not control the Use of cookies by third parties and shall not be liable for any reason whatsoever for these third party cookies. We advise You to check their privacy policies for information about third parties' cookies and other practices. We do not control the practices of such third parties/

partners and their privacy policies/ cookies policies which govern their interactions with You.

2. **USE AND DISCLOSURE OF INFORMATION COLLECTED**

Usages

You explicitly provide Your consent for Use of Your User Information collected for the following purposes

- a) To verify and authenticate Your identity;
- b) To verify, authenticate, authorize Your Use of Our products or services, including for any risk management or portfolio management purposes;
- c) To facilitate Your usage of Platform;
- d) To do internal risk assessments and analysis;
- e) To protect Our business and ensure compliance with law;
- f) To facilitate Your access to and use of Our products and services;
- g) To connect You with our Financiers / merchants/ other third parties/lending service providers;
- h) To send You surveys and marketing communications that We believe may be of interest to You including offers of any third parties;
- i) To carry out creditworthiness checks;
- j) To analyse, conduct internal reviews, research, surveys and understand Our Users, improve the content and features of Our Platform and make special offers;
- k) To process and complete Your transactions
- l) To process and respond to Your queries/ requests;
- m) To inform You regarding changes in Platform;
- n) To diagnose technical problems, provide support and help You in addressing troubleshoot problems;
- o) To send and received communications, show advertisements, notifications;
- p) To prepare reports, review, etc.;
- q) To contact You regarding third party services, offers, to understand Your preferences, requirements;
- r) To permit You to participate in interactive features offered through Our Platform;
- s) To improve the content and protecting the integrity of the Platform;
- t) To respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- u) To detect and protect any error, hacking, fraud, commercial and identity checks;
- v) To otherwise manage Our relationship with You; and
- w) Any other purpose as required in connection with the Platform.

You agree and acknowledge that collection of Your User Information is necessary for the purposes above and the collection of Your User Information is in furtherance of a lawful purpose.

Disclosures

You explicitly confirm and provide Your consent for disclosure of Your User Information for various purposes including *inter alia*:

- a) For legal purposes, requirements, to comply with applicable laws or when required by law enforcement, government officials, fraud detection agencies, financial institutions or other third parties and when We are compelled to do so under applicable laws (such as via a subpoena, court order, regulatory query or similar procedure);
- b) To Our affiliates, subsidiaries, group companies, related parties and other assigns to allow them to provide support services and technical services to Us and to receive some of these services from them and to provide support services and technical services to them; and to offer their products and services to You including offering combined products and services;
- c) To Our partners, Financiers, merchants, contractors, service providers and other third parties and persons who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which We disclose it to them which are generally for jointly creating and

offer products and services or to assist Us with Our business operations;

- d) To Our associated entities, service providers, associated Financiers and assigns for the purposes of using or otherwise handling the KYC information received from the Central KYC Registry and the information received from Account Aggregators (NBFC- AA);
- e) To other third parties and financial institutions and merchants in accordance with Our service agreements (also referred to as Our terms and conditions or contracts) whether directly or through a third party such as a payment aggregator or a referral partner;
- f) To companies that We plan to merge with or entities that We may acquire or be acquired by subject to the provisions of applicable laws, in which situation We will require that the new combined entity or the acquired/ acquiring entity follows this Policy with respect to Your User Information;
- g) Any person for maintaining security, operating Platforms, to enquire or protect from any fraud, hacking;
- h) To third parties to enable them to market and offer their products or services to You. We may also share Your User Information with such third parties and financial institutions to assist them in understanding Your interests, habits, and Usage patterns for certain programs, content, services, advertisements, promotions and such third parties and financial institutions may market and offer their products and services to You based on this;
- i) For any other purpose in connection with the aforesaid;
- j) For enforcing or applying Our terms of use and other agreements, including for billing and collection purposes;
- k) To international entities We partner with for the offer and/or development of products and services subject to the requirements under this Policy and applicable laws. We ensure that every third party that is involved in the processing of Your User Information under a contract with Us has the required organizational and technical protections in place as may be required in accordance with applicable laws in India;
- l) If the disclosure, in Our opinion, is necessary or appropriate to protect Our rights, property, or safety, customers or others. This will include exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction;
- m) To grow Our business/ Platform and/ or help Us serve You and other customers better; and
- n) Other than as prescribed under this Policy, we will not disclose any User Information to any external organization unless (i) we have obtained the consent of the User; or (ii) we are required by law to provide such information.

Your User Information which is collected by Us for a particular purpose shall be Used for that purpose only and shall not be Used for any other purpose without Your consent. We may store Your User Information to the extent required for Us to carry out Our operations, as provided herein, and for as long as the same is required for the fulfilment of purposes for which We collected it. The retention of User Information by the Company is determined by considering compliance with legal (contractual, statutory, or regulatory requirements), accounting and compliance reporting requirements. We only store Your User Information in servers located in India. We do not store any biometric data.

However, when We disclose Your User Information to certain third-party service providers (such as banks, financial institutions, payment aggregators or credit information companies etc.), such third parties have their own privacy policies in respect to the information We are required to provide to them. For these third-party service providers, We recommend that you read their privacy policies to understand the manner in which Your User Information will be handled by them. In particular, remember that certain third-party

service providers may be located in or have facilities that are located in a different jurisdiction. So, if You elect to proceed with a transaction that involves the services of a third-party service provider, then Your information may become subject to the laws of the jurisdiction(s) in which such service provider is or its facilities are located. Once You leave the Platform or are redirected to a third-party website or application, You are no longer governed by this Policy or the Platform's Terms and Conditions and in such circumstances the privacy policy of such other website will apply. We will not be liable for any acts or omissions of the third-party service provider.

The evolving list of third parties with whom We may share Your information is available at: <https://docs.google.com/document/d/1yWUIwz6nR2T8JG72oZf9qLILt1iKUKkUmaAW9-se-4w/edit>

Once disclosed as per the above, Your User Information will be governed by the applicable third party's privacy policy and not by this Policy.

3. ACCOUNT AGGREGATORS TERMS OF USE

You hereby explicitly consent and authorize Us to access and receive Your User Information on a regular basis from various Account Aggregators and/or through the Account Aggregator Ecosystem in compliance with applicable laws and utilize and share the User Information with third parties, Financiers, service provider, associated partners etc., for the purposes as stated in this Policy above.

You further confirm that Your User Information may be transferred, shared or otherwise disclosed by Us to any third party in an aggregated and anonymised manner for obtaining enhanced data parameters and/or to assist me in availing various loan options or credit facilities available with Us. You also confirm that You have verified the details of the request to transfer the data and understand that this consent is binding on me. You expressly disclaim Us from any liability towards the correctness of the financial information/data and agree to indemnify and hold harmless Us and any of Our subsidiaries, successors, representatives, assigns and/or affiliates for any claims, demands, damages, actions, suits of any kind or nature which may arise whatsoever including for any discrepancy in the financial data. You also authorize the Account Aggregators to share Your financial information (as defined in the RBI NBFC AA Master Direction) with Us for the purposes mentioned hereinabove. You further confirm that You have read and understood the consent provided hereinabove and agree to the same voluntarily and out of Your free will. You also confirm that You are aware of the option to withdraw this consent at any time through Our Platform. However, such revocation shall be at Your risks, costs and consequences in case the services have been partially or fully fulfilled by Us.

Further, You also provide Your acceptance and acknowledgment of the Sahamati Account Aggregator Ecosystem Participation Terms (as may be accessed here: <https://sahamati.org.in/participation-terms/>).

4. UPDATING YOUR USER INFORMATION

If Your User Information changes or is amended, You must correct, update or amend the User Information stored with Us, by making the relevant change on Your account or by contacting Our customer care at: grievances@indifical.com

5. MARKETING

In relation to the products and services provided by Us or by third parties with whom We share Your User Information as per this Policy, You may receive marketing communications from Us or such other third parties, by messages, or email or through other digital modes, on the Platform or such other platforms including social media platforms, or on such third party platforms websites and apps including social media platforms, if You have provided Us Your User Information. We may market Our own products or services including the products and services offered by Our group companies, affiliates, subsidiaries and the product and services being offered by third parties Using such communication. The provision of such marketing activities shall be in accordance with applicable laws. For the marketing activities done by Us, We execute contracts with Our merchants, service providers, banks or other third parties. You are entitled to opt out

from receiving marketing communication from Us by writing to Us at cs@indifi.com. When You opt-out from receiving marketing communication from Us, this does not, in any manner whatsoever, impact the marketing communication You receive from other third parties with whom We share Your User Information and we do not guarantee or warrant that such third-parties will desist from contacting You. You will be required to comply with the procedures set out by such-third parties to opt out for any marketing communication from them.

We may also Use marketing and communications in order to improve and customize the content of Our ads, promotions and advertising that may be of interest to You.

6. PAYMENT CARD INFORMATION

To avail certain services from other lenders/ merchants/ service providers through Our Platform, We may require credit, debit card and/ or internet banking account information. Hence, by submitting Your credit, debit card and/ or internet banking account information through Our Platform, You expressly consent to the sharing of Your information with the sellers/ merchants, third-party payment processors, payment gateways, payment aggregators and other third-party service providers (including but not limited to vendors who provide fraud detection services to Us, partner lenders and other third parties).

7. ACCOUNT CLOSURE AND INFORMATION

You can close Your account through a written request addressed to the Company's representatives (as identified on the 'Contact Us' page on the Platform). We will remove Your public posts from view and/or dissociate them from Your account profile. We may retain information about You only as provided below for the purposes authorized under this Policy unless prohibited by law.

8. PERSONS BELOW 18

The Platforms are not intended for Users under the age of 18 years. We do not knowingly collect any personal information from persons under the age of 18 years or market to or solicit information from anyone under the age of 18 years. If We learn that We collected the User Information of a minor, without first receiving a verifiable parental consent, We will take reasonable steps to delete the information in a manner consistent with applicable laws

9. THIRD PARTY LINKS

The Platform may contain links to other site, which may not necessarily be under Our control. These third parties may collect, store or otherwise process Your User Information. We do not endorse or make any representations about third-party Websites or services, and We are not responsible for any form of transmission, whatsoever, received by You from any third-party platform. Our Privacy Policy does not cover the information You choose to provide to these third parties or that is collected by these third parties. Under no circumstances shall We be deemed to control or guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, cookies, messages or other materials available on such platforms. We strongly encourage You to read such third parties' privacy policies.

If You decide to access any of the third-party sites linked to the Website, You do so entirely at Your own risk. Any links to any of Our third-party partners is the responsibility of the linking party, and We will not be responsible for notification of any change in name or location of any information on the Website.

10. REPRESENTATIONS AND WARRANTIES

You hereby represent to Us that:

- a) The User Information You provide to Us from time to time is and shall be authentic, correct, current and updated and You have all the rights, permissions and consents as may be required to provide

such information to Us; and

- b) Your provision of the User Information to Us, and Our consequent storage, collection, Usage, transfer, access or processing of the same shall not be in violation of any third-party agreement, laws, charter documents, judgments, orders and decrees.

11. **ADVERTISEMENTS**

We use third-party advertising companies/ entities to serve advertisements when You visit Our Platform. These entities may use information (not including Your name, address, email address, or telephone number) about Your visits to the Platform and other websites in order to provide advertisements about goods and services of interest to You.

12. **DATA PROTECTION**

To prevent any form of unlawful interception or misuse of User Information, We use reasonable physical, electronic, and managerial procedures to safeguard and secure the User Information collected. We use reasonable secure and technologically appropriate measures, in compliance with the Information Technology Act, 2000 and the rules related thereto to protect You against loss or misuse of Your User Information including internal reviews of data collection, storage and processing practices and other reasonable security measures which are equivalent to security measures that Company uses to protect its own confidential information.

We have implemented technical and organizational measures designed to secure the Your personal and commercial information from accidental loss and unauthorized access, use, alteration or disclosure. Also, We have been certified by ISO 27001 ISO/IEC 27001:2013, which is the international standard for management of information security and provides a systematic approach to keep sensitive company information secure. Security breaches, if any will be handled by Us as per security incident response procedure formulated as part of the International Organization for Standardization (ISO) implementation and as may be amended from time to time.

However, no method of transmission over the internet or via mobile device, or method of electronic storage, is 100% (one hundred percent) secure. Therefore, while We strive to use commercially acceptable means to protect Your personal information, We cannot guarantee its absolute security. You, hereby acknowledge and accept that providing personal and commercial information is at Your own risk and that the Company will not be held liable for any losses or damages incurred.

Notwithstanding anything contained herein, We shall not be liable or responsible for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond Our control or forced measure or hacking.

You should not share Your user name, password, or other security information relating to Your account with anyone. If We receive instructions using Your user name and password, We will consider that You have authorized the instructions. You agree and confirm that Your User Information may be transferred, processed and stored. You hereby confirm that You have been made aware of the security measures undertaken by Us and You expressly consent to Us storing, handling, using Your User Information.

Further, You agree that You shall not engage in any activity of data scraping or data crawling on the Platform and usage of web crawling or web scrapping software for accessing the Platform would be considered to be an unauthorised access.

13. **INTELLECTUAL PROPERTY RIGHTS**

All content on Our Platform, including graphics, text, icons, interfaces, audio clips, logos, images, reviews, comments and software is the property of the Company and/or its content suppliers and is protected by Indian and international copyright laws and other applicable intellectual property laws. Any use, including

the reproduction, modification, distribution, transmission, republication, display or performance, of the content on this Platform can only be made with the express written permission of the Company. All other trademarks, brands and copyrights other than those belonging to the Company, belong to their respective owners and are their property. You shall not modify the paper or digital copies of any materials You have printed off or downloaded in any way on or from the Platform, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on Our Platform for commercial purposes without obtaining a written licence to do so from Us or Our licensors. If You print off, copy or download any part of Our Platform in breach of the terms hereof, Your right to use Our Platform will cease immediately and You shall, at our option, return or destroy any copies of the materials you have made.

14. APPLICATION FOR JOB

If Your information is submitted to Us through Our Platform when applying for a position with the Company, the information will be used to consider Your application. We may retain Your information for any period of time. This information may be shared with other companies for the purpose of evaluating Your qualifications for the particular position or other available positions, as well as with third-party service providers retained by Us to collect, maintain and analyze candidate submissions for job postings.

15. AMENDMENTS TO THIS PRIVACY POLICY

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of this Policy at any time without notice, and it is Your responsibility to review this Policy from time to time on the Platform in order to keep track and take note of the changes. Your Use of the Platform following any amendment of this Policy will signify and constitute Your consent to and acceptance of such revised Policy. We will not file or store a copy of this Policy for each interaction on transaction by You through the Platform. We therefore recommend that You save a copy of this Policy for future reference, and ensure that such copies can be reliably verified as being effective (i.e. published on the Platform) on a particular date.

16. FORCE MAJEURE

Notwithstanding anything contained in this Policy or elsewhere, We shall not be held responsible for any loss, damage or misuse of Your User Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "**Force Majeure Event**" shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, technical snags, unauthorized access to computer data and storage device, technical snags and breach of security and encryption.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Policy shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration set out herein, the courts at Delhi shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

If any dispute arises between Us and the User in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.

There shall be one (1) arbitrator appointed by the Company and the seat of the arbitration shall be Delhi, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

By acceptance of this Policy, You agree to be bound by the governing law and mechanism of dispute resolution above.

18. DO NOT TRACK

Some web browsers have a “Do Not Track” feature. This feature lets You tell websites You visit that You do not want to have Your online activity tracked. These features are not yet uniform across browsers. Our sites are not currently set up to respond to those signals.

19. BREACH NOTIFICATION

Where a User Information breach is likely to result (in Our opinion), in a risk to the rights and freedoms of individuals, it will be reported in compliance with applicable laws.

20. PHISHING

“Phishing” usually occurs when Users of a website are induced by an individual/entity into divulging sensitive User Information by Using fraudulent websites and/ or e-mail addresses. In the event You provide information to a website or respond to an e-mail which does not belong to Us or is not connected with Us in any manner, You will be a victim to Phishing. We do not send e-mails requesting a User for payment information, Username or passwords. However, We may verify the User name, password etc. provided by You from time to time

21. 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 Us through the Platform. This Policy shall be inapplicable to any unsolicited information You provide Us through the Platform or through any other means. This includes, but is not limited to, information posted in any public areas of the website / app. All unsolicited information shall be deemed to be non-confidential, and We shall be free to Use and/ or disclose such unsolicited information without any limitations.

22. FOREIGN JURISDICTION

The Company makes no representation that the content contained on the Platform is appropriate or to be used or accessed outside of India. If the Users use or access the Platform from outside India, they do so at their own risk and are responsible for compliance with the laws of such jurisdiction. The mere fact that the Platform can be accessed through the internet by You in a country other than India will not be interpreted to imply that the laws of the said country govern the terms of this Policy and/or use of the Platform.

23. NO WAIVER

The rights and remedies of available under this Policy may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

24. CONTACT US

Please Contact Us (through “contact us” page) regarding any questions regarding (i) this Policy; (ii) practices of this Platform, or (iii) Your dealings with this Platform. This Policy must be read in conjunction with the other agreements You may enter into with Us and the Terms and Conditions as published by Us on Our Platform.

25. GRIEVANCE REDRESSAL OFFICER

In accordance with the Information Technology Act, 2000 and the rules made thereunder, the name and contact details of the Grievance Redressal Officer are provided below. You may contact the Grievance Redressal Officer to address any discrepancies and grievances You may have with respect to Your Information with the Company. The Grievance Officer will redress your grievances expeditiously:

The Grievance Redressal Officer,
Plot #63, Second Floor Industrial Area, Sector 44, Gurugram, Haryana 122002;
grievances@indificapital.com
Phone: 8882704303
To the attention of: Priyanka Singh

You may address any grievances You may have in respect of this Policy or Usage of Your User Information to him/her.

26. TERMINATION

Subject to Our Terms and Conditions, We may suspend or terminate Your account or Your use of this Platform at any time, for any reason or for no reason, provided that there is no outstanding credit provided by Us. You are personally liable for any charges incurred through Your account prior to termination. We reserve the right to change, suspend, or discontinue all or any aspects of this Platform at any time without notice.

Please note that if You revoke any mandatory permissions or revoke the consent to process and store information such as Your account data, financial and KYC information and/or any other information needed to facilitate Your access to the loan facilities offered by Us, then We may have to cease the provision of services to You. You cannot withdraw Your consent once You have availed a credit facility Using the Platform till You have repaid the entire outstanding amount and all related charges in its entirety to such Financier.

27. INDEMNIFICATION

We shall not be liable in case You breach any terms or conditions provided under this Policy and will not be obligated to indemnify You for any direct or indirect losses accruing to You. You agree to indemnify, defend and hold harmless Us, Our affiliates, group companies and their directors, officers, employees, agents, third party service providers, and any other third party providing any service to Us in relation to the services whether directly or indirectly, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Us that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any terms of this Policy including any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to the Policy.

28. DATA STORAGE

We shall only retain any of Your User Information for as long as necessary to fulfill the purposes stated hereinabove and in accordance with applicable laws. Company retains and preserves the records pertaining to the identification of the customers and their addresses obtained while opening the account and during the course of business relationship, for at least five years after the business relationship is ended in line with the provisions of the applicable master directions issued by RBI and Prevention of Money-Laundering Act, 2002 and the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. You also confirm that we shall have all right to retain such documents for our internal records as per document retention policies adopted by us. You have the option to give or deny consent for use of specific data, restrict disclosure to third parties, data retention, revoke consent already granted to collect personal data if you settle the Loan amount or Credit Line taken by you and there is no further outstanding due from you and you take specific approval of the regulatory authorities under the Prevention of Money-Laundering Act, 2002.

Please note that the withdrawal of Your consent does not in any manner affect the lawfulness of processing of User Information which was carried out based on such a consent before its withdrawal.

29. **DISCLAIMER**

We make no warranties or representations about the accuracy or completeness of this Platform. You understand and expressly agree that to the extent permitted under applicable laws, in no event will the Company or any of its affiliates or group companies or any of their respective officers, employees, directors, shareholders, agents, or licensors be liable to You or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, Use, data or other intangible losses (even if such parties Were advised of, knew of or should have known of the possibility of such damages), resulting from: Your Use of the Platform or any parts thereof; (ii) unauthorized access to or alteration of Your transmissions or data; (iii) any other matter relating to the services; including, without limitation, damages for loss of Use, data or profits, arising out of or in any way connected with availing of the services.

We have endeavored to ensure that all the information provided by Us and/or by third party service providers on the Platform is correct, We neither warrant nor makes any representations regarding the quality, accuracy or completeness of any data or information displayed on the Platform. We make no warranty, express or implied, concerning the Platform and/or its contents and disclaim all warranties of fitness for a particular purpose and warranties of merchantability in respect of information displayed and communicated through or on the Platform, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to You or any other person, arising out of or from the Use of any such information as is displayed or communicated through or on the Platform. Notwithstanding anything to the contrary herein, You hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of the Company or any of its affiliate or group company related project, or the Use, publication or dissemination of any advertising in connection with such project.

Your sole and exclusive remedy for any dispute with Us shall be to discontinue the Use of the Platform and the services.