

SAHAYYA FINSERVE

Privacy Policy

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1. Introduction

Welcome to Sahayya Finserve Private Limited (the 'Company' or 'Sahayya'). The domain name www.Sahayyafinserve.com ('Website') is owned by Sahayya, a company incorporated under the Companies Act, 2013 with its registered office at #78, 2nd floor Sai Sharan Heights, 15th cross Margosa road, Malleshwaram, Bangalore 560003.

We, at Sahayya, respect the privacy of everyone who visits Sahayya's website and are committed to protecting their personal information. This Privacy Policy applies to Sahayya, its subsidiaries and to all visitors on the Website.

This Privacy Policy ("Privacy Policy") describes the practices and policies of Sahayya Finserve Private Limited ("Sahayya" "We" "Our" or "Us", as the context may require) in relation to collection, use, processing, storage, retrieving, disclosure, or transfer of your information, including personal information and sensitive personal data or information that Sahayya may receive through your access, interaction or use of Our website, namely [https:// www.sahayyafinserve.com](https://www.sahayyafinserve.com) and the associated android and iOS mobile application, mobile site or any other medium, including the call-centre facility through which we offer Our Services to you through the Portal.

In order to facilitate and provide you (and co-applicants, members, nominees, if any) with the Services through the Portal, Sahayya and third parties as authorized need to collect various data and information from you with your prior and explicit consent.

Use of the Website signifies your acknowledgement and free and unconditional consent to the Privacy Policy. If, however, You object to Your Information being used, processed, and transferred by Us in any manner, please do not share your information on the Website.

This Privacy Policy is not intended to and does not create any contractual or other legal rights in favors of any user or viewer of www.Sahayyafinserve.com or on behalf of any other party.

2. Definitions

"Device Information" means unique device identifier such as IMEI number, contact lists (in some cases), technical Data about Your computer and mobile device including details regarding applications and usage details.

"Digital Platform(s)" shall mean this website, the Company's website, mobile applications, online services, and other digital/ electronic media.

"Location Information" means information that may be collected by certain mobile applications that identifies Your physical location. This information may be collected from Your mobile device's location-aware features when You request certain services that are dependent on Your physical location.

"Other Information" shall mean various remaining information including those relating to Your occupation, details of employment/ business/ profession, Your financial situation, type of business relationship, Your financial statements, income, expenditure, repayment capacity, proofs of income proof, bank statements, income tax returns, salary slip, source of income, contract of employment, debit card/credit card details, Your other bank account details, KYC documents i.e. identity proof, address proof, signature, etc.

The Other Information will also include the information provided, uploaded, shared by You through Our Digital Platforms and such information shall include, inter alia, your Personal Information, 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 that You Provide Us and aggregated and de-identified data or any such information available/ accessible to the Company.

"Personal Information" or "Personal Data" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with the Company, is capable of identifying such person. It also refers to data that identifies (whether directly or indirectly) You, such as information You may provide on Our forms, surveys, online applications or similar online fields. Examples may include Your name, previous

names, postal address, email address, gender, marital status, telephone number, domicile, nationality, PAN number, date of birth or account information etc.

“Sensitive Personal Data/ Information” of a person means such personal information which consists of information as defined under Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information), Rules, 2011 (“Rules”).

“Use of Our Digital Platforms” shall mean visiting any Digital Platforms owned and/or controlled by us including to access Your accounts, conducting/ authorizing transactions through electronic mode etc.; viewing or clicking on Our ads on third-party sites that re-direct You to Our Digital Platforms; interacting with us on third-party sites, etc.

3. Type of Personal Information Collected

Sahayya may, for the purpose of rendering its services, collect personal information as described below:

i) Information that may be provided by You directly, such as:

- a. Identification Information: Name, gender, residential/communication address, contact number, date of birth, marital status, email address or any other contact information.
- b. PAN, KYC, Signature and Photograph.
- c. Bank account or other payment instrument details.
- d. Any other detail which may be required by Us for providing such services.

ii) Information that We may collect from Your use of Our services, such as:

- a. Your Personal Data/ Information (pls. refer to the definition given under the Definitions).
- b. Your Sensitive Personal Data/ Information (pls. refer to the definition given under the Definitions).
- c. Your Location Information (pls. refer to the definition given under the Definitions).
- d. Your Other Information (pls. refer to the definition given under the Definitions).
- e. Generation and storing Password or One-Time password based on Your request on Our Digital Platform(s).
- f. Your PAN details, copy/ details of Identity Proof & Address Proof and photograph(s).
- g. Financial data and transaction data pertaining to You collected from Credit Information Companies, Your bankers & lenders and Our partnering merchants.
- h. Social relationships detail such as Your father’s name, spouse’s name, and mother’s name.
- i. Your Device Information (pls. refer to the definition given under the Definitions). It shall also include Unique mobile device identifier (e.g. IDFA or other device IDs on Apple devices like the iPhone and iPad), if You are using Our Digital Platform(s) on a mobile device, We may use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize You. Unlike cookies, mobile device IDs cannot be deleted from records. We may share it with advertising companies, and they may use device IDs to track Your use of Our applications, track the number of advertisements displayed, measure advertising performance and display advertisements that are more relevant to You. We may also share it with analytics companies which may use mobile device IDs to track Your usage of Our applications/ Platforms.
- j. All other information, you may provide Us through third-party sign-in services such as Facebook, Google etc. In such events/ cases, We will fetch and store whatever information is made available to Us by You through these sign-in services.
- k. Communications between You and other lenders, 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).
- l. Your preferences including settings such as time zone and language.

m. Behavioral details as to how to utilize Our products, services, offers etc., Your browsing actions, patterns, and online activity. It may also include Your online activity, 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 Digital Platform(s), the date and time you used the Platforms, error logs, and other similar information.

n. Records of correspondence and other communications between Us, including email, telephone conversations, live chat, instant messages, and social media communications containing information concerning Your grievances, complaints and dispute.

o. Personal data You provide to Us about others or others provide to Us about You. 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 debit/ 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, lenders, etc. When You submit credit or payment card information, We will encrypt the information using industry standard technologies. If You write reviews about businesses/ services with which You conduct transactions through Our Digital Platform(s), We may publicly display information that You transacted with those businesses/ services.

p. 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 Digital Platform(s), or transmitted to other Users of Our Platforms or third-parties (collectively, "User Inputs"). 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 platforms 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 Our Digital Platform(s), 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 postings; and

q. Your locations details including the latitude, longitude or altitude of Your mobile device, GPS location.

r. Information collected through cookies.

s. In case of mobile application users, the online or offline status of Your application.

t. The information that You agree to share with us for the availing of services provided by Us.

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

By using Our Digital Platform(s), 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. It is clarified that 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.

iii) Log File Information which shall be stored automatically:

If You visit/log into Our website just to browse, read pages or download information, certain information regarding Your visit is automatically stored on Our systems. This information cannot and does not identify You personally.

The kind of information that is gathered automatically includes without limitation:

a. the type of browser You are using (e.g. Internet Explorer, Firefox, etc.);

b. the type of Operating System You are using (e.g. Windows or Mac OS);

c. the domain name of Your Internet Service Provider, the date and time of Your visit and the pages on Our website.

We sometimes use this information to improve Our website(s) design, and content, primarily to provide You with a better browsing experience.

4. Purpose of Collection and Usage of Information

On our website, we collect, retain, and use information about you only when we reasonably believe that it will help administer our business or provide products, services, and other opportunities to you. Such information is collected for specified business purposes, such as:

- a) to provide You with the services that You may require,
- b) to process Your financial and non-financial transaction requests,
- c) to undertake research and analytics for offering or improving Our services,
- d) to check and process Your submitted applications, if any, for availing any financial services,
- e) to share with You any updates/changes in Our services and their terms and conditions,
- f) to take up and investigate any complaints/claims/disputes,
- g) to respond to Your queries and feedback submitted by You,
- h) for verification of Your identity and other parameters,
- i) to fulfil the requirements of applicable laws/regulations and/or court orders/regulatory directives received by Us.

5. Disclosure of Information

The information provided by You will not be sold or otherwise transferred to unaffiliated third parties unless otherwise stated at the time of collection or without Your approval. However, Sahayya might share / disclose / exchange information:

- a) With subsidiaries and/or affiliates in an effort to bring You improved services across Our family of products and services, if permissible under relevant laws and regulations.
- b) With third-party service providers, vendors, data processors and/or agents who perform services for us and help us operate Our business.
- c) Other companies to bring You co-branded services, products or programs that are empaneled with us
- d) With statutory/ regulatory agencies & authorities, departments under the central/ state/ local governments including but not limited to the Reserve Bank of India or the Securities and Exchange Board of India, other law enforcement authorities/ agencies or persons, to whom or before whom it is mandatory to disclose the Personal Data as per the applicable regulations, laws, courts, judicial/ quasi-judicial authorities, tribunals, arbitrators and arbitration tribunal.
- e) With Credit Information Companies (CICs)/ Credit Bureaus as per the regulatory/ statutory requirements.
- f) Any other third parties to comply with legal requirements such as the demands of applicable warrants, court orders; to verify or enforce Our terms of use, Our other rights, or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect the rights, property or security of Our customers or third parties.
- g) By using Our Digital Platform(s) or by agreeing to transact with Us, You agree to the above sharing of information during Your relationship with Us.
- h) We use information about the devices You use to interact with the Company such as Device Information and Location Information.
- i) When You provide Your details in forms, surveys, online applications or similar online fields.

6. Retention of Information

We may retain Your Personal Data for as long as required to provide You with services such as managing Your account and dealing with any concerns that may arise.

Sahayya shall not retain or store such information for periods longer than is required except when the information may lawfully be used or is otherwise required under any other law for the time being in force.

By agreeing to avail services offered by Sahayya, You have agreed to the collection and use of your Sensitive Personal Data or Information, as well, by Sahayya. You always have the right to refuse or withdraw Your consent to share/disseminate your Sensitive Personal Data or Information by contacting the customer care. However, in the event of Your refusal or withdrawal of personal data, You shall not be able to fully avail any services of Sahayya.

Information however may remain on the servers unless otherwise deleted or purged permanently.

7. Communications & Notifications

When You use the Website or send emails or other data, information, or communication to us, You agree and understand that You are communicating with Us through electronic mode and You consent to receive communications from Us periodically. We may send You notifications via email or in writing as a hard copy notice, or through conspicuous posting of such notice on our Website. You may choose to opt out of certain means of notification as You may deem fit.

8. Updating or Reviewing Your Information

You may, upon written request to us, review the personal data or information provided by You. Sahayya shall ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient shall be corrected or amended as feasible.

9. Reasonable Security Practices for Protecting Your Information

Sahayya uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of Your personal information. These include internal reviews of Our data collection, storage and processing practices and security measures, viz. appropriate encryption and physical security measures to guard against unauthorized access to systems where We store personal data.

To protect Your privacy and security, Sahayya takes reasonable steps (such as requesting a unique password) to verify Your identity before granting You access to Your account. You are responsible for maintaining the secrecy of Your unique password and account information, and for controlling access to Your email communications from Sahayya, at all times.

Although We use security measures to help protect Your personal information against unauthorized disclosure, misuse, or alteration, as is the case with all computer networks linked to the internet, Sahayya cannot, however, ensure or guarantee the security of any information You transmit to Sahayya and You do so at Your own risk. Once We receive Your transmission of information, We make commercially reasonable efforts to ensure the security of such information.

10. Links to Other Websites

Clicking on certain links within Our Digital Platform(s) may take You to other websites or may display information on Your computer screen or device from other sites, which may not be maintained by the Company. Such sites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms and conditions applicable to Our Digital Platform(s). Links to other Internet services and websites are provided solely for the convenience of users. A link to any service or site is not an endorsement of any kind of the service or site, its content, or its sponsoring organization.

The Company assume no responsibility or liability whatsoever for the content, accuracy, reliability, or opinions expressed in a website, to which Our Digital Platform(s) are linked (a “linked site”) and such linked sites are not monitored, investigated, or checked for accuracy or completeness by the Company. It is the responsibility of the user to evaluate the accuracy, reliability, timeliness, and completeness of any information available on a linked site. All products, services and content obtained from a linked site are provided “as is” without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.

11. Changes to Our Privacy Policy

Please note that Our Privacy Policy may change from time to time. If We change our privacy policies and procedures, we will post the changes on the Website to keep You updated. Changes to this Policy shall become effective on the day they are posted on this page. Please visit Our Website to keep yourself abreast of any changes to the Privacy Policy.

12. Grievance Redressal

Any discrepancies and grievances related to the processing and use of Your information can be raised to the grievance officer appointed by Sahayya. For further details please visit Grievance Redressal Procedure.

13. Cookie Policy

Cookies are small data files that a website stores on your computer/electronic device. While cookies have unique identification nos., personal information (name, a/c no, contact nos. etc.) SHALL NOT be stored on the cookies. We may use cookies to improve Your experiences when visiting or using Our Digital Platform(s).

We do not use cookies to store or transmit any Personal Data. These cookies collect information analytics about how users use a website, for instance often visited pages. All information collected by third party cookies is aggregated and therefore anonymous. By using our website user/s agree that these types of cookies can be placed on his/her device. User/s is free to disable/delete these cookies by changing his/her web browser settings. Sahayya is not responsible for cookies placed in the device of user/s by any other website and information collected thereto.