

# **Fincfriends Private Limited**

## **Privacy Policy**

FincFriends Private Limited, having its registered office at No. 1/2, Lalitha Nilaya, 4th Cross, RMV II Stage, Bhoopsandra, Bengaluru – 560094, Karnataka, is the owner of the website [www.fincfriends.com](http://www.fincfriends.com) (“Site”) and herein after shall be referred to as “the Company” or “Fincfriends” or ‘us’ or ‘we’ or ‘our’.

Fincfriends maintains this Site for your information and communication. By availing any service / credit facility being provided by Fincfriends Private Limited directly or indirectly including by utilising the Site (“Services”) you have agreed to each and all of the terms and conditions of this Privacy Policy as set forth below and waive any right to claim ambiguity or error in the same.

This Privacy Policy seeks to help you understand:

- The type of personal or sensitive personal data or information collected by Fincfriends;
- The purpose of collection of personal information, the manner of collection, storage and use of such information;
- The parties to whom such personal information is disclosed; and
- The security practices and procedures and management of personal information adopted by us to protect your personal information collected by us.

It is important that you read the Privacy Policy carefully because anytime you avail our Services or use/view the Site, you consent to the practices Fincfriends describes in this Privacy Policy. This Privacy Policy does not concern any third-party site that are linked to Fincfriends's Site or pop-ups while using Fincfriends’s website and any products and services being provided by such third parties. It is your own responsibility to ensure that you understand, agree and comply with the legal terms and privacy policies provided by third-party websites.

**Collection of Information:**

Fincfriends may collect, store and use information about you when you (a) visit, use, view, and/or otherwise utilise this Site including filling out any form and subscribing to any newsletter and/or (b) fill any loan application form online or otherwise when you apply for a loan from Fincfriends and this loan application form called by whatever name, may be provided directly by Fincfriends or through any sourcing partner of Fincfriends and may or may not specify the name of Fincfriends as the lender and/or (c) through any other modes and includes the information that you submit directly or indirectly to us for availing the Services. Further, the information provided by you may be further utilised to procure more information.

In the course of using this Site or availing the Services, Fincfriends collects various information including your name, address, email address, phone number, date of birth, occupation, financial information (such as income, income sources, bank account details etc.), biometric information, documents that you provide to us to verify your identity or in terms of KYC requirements (such as copies of your Aadhaar card, PAN card, and/or bank statement. Also, once any loan has been granted to you, Fincfriends may from time to time undertake your credit evaluation including taking out your CIBIL Score, statement of accounts etc.

Fincfriends may also collect some information automatically each time you use the Site which may include:

- IP address;
- Information about your web browser software and version;
- General geographic location indicated by your IP address;
- Website that referred you to us, and similar information.
- Your device's metadata.

We may also collect information about your activity on our Site, which might include:

- Frequency of visits to our Site;
- Average length of visits;
- Pages viewed during a visit.

We may use various technologies to collect information about your activities on our Site, including Cookies and beacons. By accessing and using the Site, you consent to the storage of cookies, other local storage technologies, beacons and other information on your devices. You also consent to the access of such cookies, local storage technologies, beacons and information by us and by the third parties mentioned herein.

**Use of collected Personal Information:**

Fincfriends may use the personal information that is collected from you to provide various Services and for our internal business purposes, including, but not limited to:

- Responding to your requests for our products and services;
- Grant of credit facility and to ensure due repayment of the same;
- To undertake your credit valuation from time to time to ensure due payment of any loan facility granted to you;
- Responding to your requests for information;
- Maintaining and managing your account with us;
- To personalise your experience (your information helps us to better respond to your individual needs);
- To improve our Site (we continually strive to improve our Site offerings based on the information and feedback we receive from you);
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- To process transactions and to provide you with transaction and post transaction-related services;
- For advertising, such as providing customised and personalised advertisements, sponsored content and sending you promotional or marketing communications;
- To send periodic emails;
- The email address and phone number you provide may be used to send you information, respond to inquiries, and/or other requests or questions, and/or to intimate through phone, e-mail etc. the due date of payments or breach of any contract entered by you for grant of any Service by Fincfriends;

- Otherwise with your consent.

Your personal information is being used by automated algorithms only.

In addition, certain information we collect, such as the IP address of any computer or other device that you use to access our Site and any other domains that may be operated by Fincfriends, will be used to monitor and investigate possible violations of and to enforce any terms and conditions associated with our Services or other applicable agreements / contract between you and Fincfriends / any service provider of Fincfriends.

By availing any Service, using the Site and / or providing Fincfriends with your information, you consent to the storing of information by Fincfriends.

### **How We Share Personal Information**

Fincfriends may share your information with:

Service Providers: We may disclose your information to companies that provide services for or on behalf of Fincfriends. There are certain third parties that source customers to Fincfriends and directly interact with the customers before introducing them to Fincfriends and such third parties may separately collect information from you which may or may not be shared with Fincfriends. It is suggested that you go through their privacy policy before providing them such information and Fincfriends shall not be responsible for use and disclosure of any such information by such third parties / service providers. By using the Site and our Services you authorize us to exchange, share, part with all information related to your details and transaction history to such service providers / credit bureaus / agencies and / or for participation in any telecommunication or electronic clearing network as may be required by applicable law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and you shall not hold us liable for use or disclosure of this information.

Group Companies: Fincfriends may share collected personal information with group companies/ subsidiaries / affiliates with your consent whose products and services we believe you may find of

interest. We will not share your personal information with any third parties for the third parties' marketing purposes, without your consent.

Statutory and other Disclosures: There may be instances when we disclose your information to other parties (including government/regulatory bodies or agencies):

- to comply with the law or respond to compulsory legal process or when we believe release is appropriate to comply with applicable law, enforceable governmental request, enforce our Site policies and terms of Service (including investigation of potential violations), detect, prevent, or otherwise address fraud, security or technical issues or protect/ enforce ours or other's rights, property, or safety as permitted by law;
- for the purposes of verification of identity or for prevention, detection, investigation including cyber incidents, prosecution and punishment of offences;
- to verify or enforce compliance with the policies governing the Services;
- to protect the rights, property, or safety of Fincfriends, or any of Fincfriends's respective affiliates, business partners, or customers or employees. However, this does not include use of your information (including sensitive data or information) for any commercial purposes which is inconsistent with any of the practices described in this Privacy Policy);
- to investigate, prevent, or take other action regarding illegal activity, suspected fraud, or other wrongdoing.

By using Our Services, You agree and consent to our collection, storage, processing and sharing of information (including sensitive personal data or information) about you or your use of Services with third parties or service providers identified above. When we share, process your information (including sensitive personal data or information), we will ensure that it is shared or processed in compliance with applicable laws.

Marketing: Non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Transactions: Fincfriends may share personal information in connection with a substantial corporate transaction, such as mergers, acquisition, the sale of its business, a divestiture, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Other Purposes: Fincfriends may share personal information pursuant to your consent.

Third Parties: For our Site users' convenience, Fincfriends may provide links or otherwise refer you to third parties, such as operators of internet services linked to from our Site, that may collect personal information from you. In addition, Fincfriends may invite your participation in various promotional initiatives through its presence on social networking Sites and blogs operated by third parties, such as LinkedIn, Facebook, Twitter, Wordpress etc. Personal information collected by these third parties is not covered by this Privacy Policy and Fincfriends shall not be liable for such information being provided by you or collected by such third parties:-

It is clarified that 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 data or information for the purposes of this Privacy Policy.

If you do not agree to each and all of these terms and conditions, please do not use the Site or avail Services from Fincfriends. You may at any time while availing the Services withdraw your consent by contacting us as described in the "Contact Us" section. However, in the event of withdrawal of consent hereunder in case of loan/credit facilities, we may be forced to recall your loan/credit facilities or not grant you loan facility/provide Services as access to such personal information is the basis for grant and continuation of such loan/credit facility.

**Retain Information:**

We will retain your information for as long as your account is active or as needed to provide you Services and till it is required to be retained to comply with our legal obligations, resolve disputes, and enforce our agreements. You may write to us in case you want us to remove your data from

our records. We will ensure to fulfil your request subject to any requirement of retaining information as per applicable law.

### **Changes to your Information**

If the information provided by you has changed, then you may update it by contacting us on the details provided below. You are also entitled to review the information provided and ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient be corrected or amended as feasible. However, Fincfriends shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by you.

### **Monitoring**

All transactions of suspicious nature and/ or any other type of transaction notified under The Prevention of Money-Laundering Act, 2002, shall be reported to the appropriate law enforcement authority, as the same reaches our knowledge.

### **Proprietary Rights**

Fincfriends owns the copyright in all of the information and material contained in this Site. Fincfriends has proprietary rights over the content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software. You may not copy, reproduce, distribute, or create derivative works from this content or reverse engineer or reverse compile any of the Service technology used.

### **No Contractual Obligation**

Please note that this Privacy Policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

### **Personal Information Protection**

Fincfriends shall use commercially reasonable security measures (including physical, electronic and procedural measures) to safeguard personal information against loss, misuse, damage or modification and unauthorized access or disclosure.

## **Minor's Privacy**

We do not knowingly collect personal information from minor children. If we learn that we have collected personal information from a child who is in the minor category, we will delete that information from our database unless we have authorisation from the guardian of such minor.

## **Your Consent**

By using our Services, you consent to this Privacy Policy. You hereby expressly and irrevocably authorise Fincfriends / its partners / affiliates to collect, store, share, obtain and authenticate any aspect of your personal information / KYC either directly or through any of the authorized agencies and disclose such information to our agents /contractors / service providers and to also use such information in the manner that may be required by Fincfriends / its partners / affiliates including for the purposes of grant of credit facility and for purposes of its business and for such time period as we may deem fit. In this regard, you expressly and irrevocably authorise Fincfriends / its partners / affiliates to collect, use, verify and authenticate your personal identity information / KYC in any manner without any notice to you.

## **Privacy Policy Changes**

This policy provides a general statement of the ways in which Fincfriends aims to protect your information. Fincfriends may, however, in connection with specific products or Services offered by it, amend statements to this Privacy Policy or supplement this policy with another.

We may also occasionally update this Privacy Policy to reflect changes in our practices concerning the collection and use of your information. As a result, we encourage you to review the Privacy Policy before accessing the Site or otherwise furnishing data to Fincfriends or availing our Services. We reserve the right to change or update this Privacy Policy and you are suggested to regularly review the Privacy Policy.

## **Disclaimer and Indemnity:**

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE, THE CONTENT, SERVICES AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY



REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, MATERIALS OR FUNCTIONS CONTAINED IN THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SITE OR SUCH SERVICES, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Neither Fincfriends and its affiliates, nor their or their affiliates' officers, employees or agents shall be liable to you or anyone else for any loss, damage or expense arising out of any access to or use of this Site / Services or any site linked to it, including, without limitation, any loss of revenues or profits, loss of business or loss of data, indirect, incidental or consequential loss.

You agree to indemnify, save, and hold Fincfriends, its affiliates, contractors, employees, officers, directors, agents, third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the services or of the Site, any

violation by you of the Terms of this Privacy Policy, or any breach of the representations, warranties, and covenants made by you herein or your infringement of any intellectual property or other right of any person or entity, or as a result of any material posted/ transmitted by you on the Site including ones that are threatening, libelous, obscene, harassing or offensive.

Fincfriends reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Fincfriends, including rights to settle, and you agree to cooperate with Fincfriends's defense and settlement of these claims. Fincfriends will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it.

## **CONTACT INFORMATION**

In case of any grievance / review of information, you may contact the grievance officer Mr. Ram Prasad Aryal on the coordinates provided below:

Address:

Fincfriends Private Limited

7<sup>th</sup> Floor, Vatika Triangle,

Mehrauli-Gurgaon Road, Block B, Sushant Lok Phase I,

Gurugram, Haryana - 122002

Email: [ram.aryal@fincfriends.in](mailto:ram.aryal@fincfriends.in)