

# MoneyMitra IT Solutions Private Limited

## Privacy Policy

MoneyMitra IT Solutions Private Limited, a company registered under the Companies Act 2013 having its registered office at 7<sup>th</sup> Floor, Vatika Triangle, Mehrauli-Gurgaon Road, Block B, Sushant Lok Phase I, Gurugram, Haryana - 122002 owns, manages and operates this platform under the brand name 'RupeeRedee' (hereinafter referred as "Company", "We", "Us" or "Our").

MoneyMitra IT Solutions Private Limited including its affiliates and subsidiary company has created this Policy to demonstrate its commitment towards the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information), Rules, 2011 ("Rules").

We recognize the importance of "Personal Information" including "Sensitive Personal Information" provided by natural persons, under lawful contract. We intend to take reasonable measures to keep such information confidential and may share it with our affiliates and third parties under appropriate arrangements and under the applicable laws and policies.

We respect Your privacy and are committed to protecting it through Our compliance with this privacy policy. This policy describes:

- the types of information that We may collect from you when you access or use Our website(s), application(s) and other online platform(s) (collectively, Our "Platform"); and
- Our practices for collecting, using, 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 and other promoters of such business entity and/or body corporate.

## **Your acknowledgment and consent**

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

By mere use of the Platform(s), you expressly and unconditionally agree to the terms and conditions of this Privacy Policy and consent to the usage, storage and handling of the personal information/ sensitive personal data submitted by You in accordance with the terms contained herein.

This policy applies only to the information We collect through Our Platform(s), in email, text and other electronic communications sent through or in connection therewith (collectively “User Information”). 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 Privacy Policy (as amended from time to time).

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

### **1. The Data We collect about You**

1.1 We collect and use personal data about You to provide You with, or in connection with, the Services. Such personal data includes:

- a. Identity and profile-related data: This includes your first and last name, username or similar identifiers, gender, title, photographs, background, feedback etc.
- b. Contact data: This includes your email addresses, phone numbers, and residential address.
- c. Location data: This includes collection of current location details through GPS (Fine and Coarse GPS data fetched in the background).
- d. KYC data: This includes identification documents issued by the government or other authorities, and includes details of or pertaining to your Aadhaar, PAN card, voter ID, and ration card.

- e. Transaction data: This includes details of transactions that may occur through the Platform or in connection with the Services. For example, transaction data may include the services you have sought or availed through the Platform or confirmations of such services.
- f. Data from SMSs: We collect certain information from your SMSs. Please note that such data is limited to details of the transactions contained in the SMS. We do not collect, read or store bank OTPs, personal SMSs, account details, etc.
- g. Financial data: This includes your past credit history, income details, details of loans issued or otherwise applied for through the Platform, payments and repayments thereof, bank account details, and bank account statements.
- h. Marketing and communications data: This includes your preferences in receiving marketing messages from us and our third parties and your communication preferences.
- i. Device data: This includes your IP addresses, browser types and versions, time zone settings, operating systems, battery information, network information, Bluetooth information and device information.
- j. Usage data: This includes information about how you use the Services.
- k. Miscellaneous data: This includes any information collected by Us regarding You available in the public domain.

1.2 We are required to collect Your personal data to provide You with access to the Platform and Services. In certain cases, We are required to collect personal data as required by law, or under the Terms. If you want to avail Our services to the fullest, You are required to provide Us the data/ personal information as and when requested by Us.

## **2. How We collect the Data about You**

2.1 We use different methods to collect and process personal data about You. This includes:

- a. Information You provide Us: This is the information (including identity, contact, KYC, financial, and device data) You consent to give Us when You use Our Services or when You correspond with Us (for example, by email or chat, or through the Platform). It includes information You provide when You register to use the Services, use a Platform feature, share data through the Platform, or when You report a problem with any Platform and Our Services. If You contact Us, We will keep a record of the information shared during the correspondence.

- b. Information We collect about You and Your device: Each time You visit the Platform or use the Services, We will automatically collect personal data through the use of tools like cookies.
  - c. Information We receive from other sources including third parties and publicly available sources: We will receive personal data about You from various third parties and public sources including Our third parties, Google analytics for advertising and user analytics purposes, and other publicly available sources.
- 2.2 Please note that We do not have any control over personal data that You may choose to make publicly available. For example, if You post reviews, comments, or messages on public sections of the App or on an application store (such as the App Store or Play Store), You do so at Your own risk. We are not liable for third-party misuse of such data.
- 2.3 The APP may use cookies and tracking technology depending on the features offered.

### **3. How We use Your Personal Data and for what Purposes**

- 3.1. We will only use Your personal data in accordance with the applicable law. Most commonly, We will use Your personal data to provide You with the Services, or where We need to comply with a legal obligation.
- 3.2 You agree and acknowledge that by using Our Services and creating an account on the App, You authorise Us, Our associate partners, and affiliates to contact You via email, phone, or otherwise. This is to ensure that You are aware of all the features of the Services.
- 3.3 In general, We use Your personal data for the following purposes and activities undertaken without direct human supervision or control:
  - To register You as a user of the App;
  - To provide You with the Services;
  - To manage Our relationship with You, including notifying You of changes to any Services;
  - To administer and protect Our business and the App, including troubleshooting, data analysis, system testing, and performing internal operations;
  - To deliver content to You;
  - To provide You with offers, updates etc on Our Products;
  - To detect and protect Us against errors, fraud and other criminal activity;
  - To monitor trends so We can improve the App and Services;

- To improve Our business and delivery models;
- To perform Our obligations that arise out of the arrangement We are about to enter or have entered with You;
- To enforce Our Terms;
- To respond to court orders, establish or exercise our legal rights, or defend ourselves against legal claims.

#### **4. How We share Your Personal Data**

- 4.1 You agree and acknowledge that any and all information pertaining to You, whether or not You directly provide it to Us (via the Services or otherwise), including but not limited to personal correspondence such as emails, instructions from You, etc., may be collected, compiled, and shared by Us in order to render the Services to You. This may include but not be limited to Lenders, storage providers, data analytics providers, consultants, lawyers, and auditors.
- 4.2 You agree and acknowledge that We may share data where We are required by law, any court, a government agency, or authority to disclose such information. Such disclosures are made in good faith and belief that it is reasonably necessary to do so for enforcing this Policy or the Terms, or in order to comply with any applicable laws and regulations.

#### **5. Password Policy**

Help Us protect Your privacy/ personal data by maintaining the secrecy of the username and password You use for any of our Services. You should not share Your username and password with anyone including those who claim to represent us or the Platform, its owner, representative or our partners/ group companies. We will have no responsibility for any breach whatsoever from Your side in this regard.

#### **6. Amendment to this Privacy Policy**

Our privacy policy is subject to change at any time without notice. We reserve the right to update, modify and amend any terms of this privacy policy from time to time to reflect changes in the law, Our data collection and use practices, the features of Our services, or advances in technology. Please check this page periodically for changes. Use of

information We collect is subject to the Privacy Policy in effect at the time such information is used. If We make any material changes to this Privacy Policy, We will post the changes here. Please review the changes carefully. We shall not be liable for any failure or negligence on Your part to review the updated Privacy Policy before accessing or availing the Platform for availing the services. Your continued use of the Services following the posting of changes to this Privacy Policy will constitute Your consent and acceptance of those changes.

**7. Data Retention**

We take all required steps to ensure that information about You is available only for so long as is necessary for the purpose for which it is processed, or longer if required under any contract, by applicable law, or for statistical purposes, subject to appropriate safeguards. 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.

**8. Third-Party Links and Content on Our Services**

Our Services may link to third-party websites and services that are outside Our control. Further, We, Our group companies, Our affiliates, and the directors and employees (“the Group”) accept no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary loss, damage or expenses) from Your use of any mobile application or any site or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with any mobile or online application, its Contents (material, information, data, money market movements, news items, etc.) or associated services, or due to unavailability of any application or any part thereof or any Contents or associated services even if the Group are advised of the possibility of such damages, losses or expenses.

## **9. Intellectual Property Rights**

Please note that the Platform retains all the rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or via Platform (including all texts, graphics, and logos).

## **10. Consent**

- a) Your usage and visitation of the Platform and Your execution of the loan agreement with the Lender shall be deemed as consent in writing for the purpose of collection, usage, and disclosure of Your information in terms of this Policy.
- b) Termination of services between You and the Lender (in accordance with the ‘Loan agreement’) or the Platform (in accordance with the ‘Terms of Use’) shall be deemed as withdrawal of consent for the purpose of this Policy and there shall be no further usage or disclosure of Your information following such termination.
- c) You shall have the option of withdrawing Your consent by giving a notice in writing to Us.

## **11. Disclaimer**

Please note that We do not collect personal information about individuals except when such individuals specifically provide such information on a voluntary basis on the Platform. Upon such voluntary disclosure of personal information, We may further verify, collate or receive information about You from publicly and commercially available sources (as permitted by law), which We may combine with other information We receive from You. We may also receive information about You from third-party social networking services if You are already connected with those services. We shall, always, ensure to implement reasonable security practices and procedures (such as managerial, operational, physical and technical) for the purpose of protection and safeguarding of Your personal data and information as the same is of vital importance to Us.

We are strongly committed to protecting the personal and financial information that You submit to Us. Personal information of individual users will not be sold or otherwise transferred to unaffiliated third parties without Your approval at the time of collection.

We shall ensure and safeguard the security and confidentiality of any information You share with Us. Any of Your personally identifiable information obtained by Us shall not be used or shared other than for the purposes to which You consent. By accepting this Privacy Policy, You accept that such transmission of Your personal information is done at Your own risk.

Your information/inputs/queries as a registered user are required to serve You better and the same shall not be shared with anyone without Your consent. However, We may disclose your personal data to Our agents or contractors and/or its group companies/affiliates to enable processing of transactions or communications with You “on need” basis. Your aforesaid information may be further used for assessment and analysis of Our market, customers, products, and services and to understand the way people use Our Services so that we can improve them and develop new products and services. However, it shall be on the basis that the agents are required to keep the information confidential and will not use the information for any other purpose other than to carry out the services they are performing for Us and/or Our group companies/affiliates.

## **12. 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.

## **13. Force Majeure**

Notwithstanding anything contained in this Privacy 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.



**14. Disputes and Jurisdiction**

Any dispute arising in connection with the Privacy Policy shall be settled before courts of Gurugram (Haryana, India) and in accordance with Indian law.

**15. Grievance Redressal**

In case of any complaints pertaining to the terms and conditions of this Policy you can contact the designated Grievance Redressal Officer who shall address the same within a reasonable period of time. The name and contact details of the officer have been published on the Platform(s).