AIRTEL MONEY LIMITED

PRIVACY POLICY

Version 1.0

Airtel Money

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Preamble

This privacy policy ("**Privacy Policy**") has been formulated upon receiving the approval from the board of directors of Airtel Money Limited (hereinafter referred to as **"AML"** or **"us"** or **"we"** or **"our"**), in compliance with the Applicable Law. The board of directors of Airtel Money Limited are committed to the protection, privacy and security of our customers' personal information (hereinafter collectively referred to as "**User(s)",** or **"You",** or **"Your",** or **"Borrower"**).

This Privacy Policy is applicable to all the Personal Data collected, received, possessed, owned, controlled, stored, dealt with or handled by AML in respect of the User(s).

This Privacy Policy sets out the types of Personal Data we collect from You through our Platforms as well as the way in which we collect, use, disclose, transfer the Personal Data to third parties including our LSP and Partners and how we store and protect Your Personal Data. This Privacy Policy also identifies the rights and options available to You with respect to Your Personal Data and the manner in which You may reach out to us should You have any concerns or queries regarding this Privacy Policy.

Definitions

a. **Affiliate(s)"** shall mean with respect to AML, any person directly or indirectly controlling, controlled by, or under direct or indirect common control with AML including its subsidiaries and associate companies.

b. **Applicable Law** means all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any governmental authority applicable to a Person, including without limitation, the Digital Personal Data Protection Act 2023 (as applicable) along with the rules framed therein and updated from time to time; Information Technology Act 2000; Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011; Credit Information Companies Act 2005 ("**CIC Act**") read with the Credit Information Companies Rules 2006; and all directions, guidelines and circulars issued by the Reserve Bank of India, in each case as amended from time to time.

c. **User** or **You** shall mean any natural or legal person who accesses or uses the Platform to avail Services of AML 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. All references to "You" shall include Your -self and any other persons You are authorised to and required to provide consent for.

d. **Data** means and includes a representation of information, facts, concepts, opinions or instructions in a manner suitable for communication, interpretation or processing by human beings or by automated means.

e. **Digital Lending Apps/ Platforms' (DLAs**) means a mobile and / or web-based applications, on a standalone basis or as a part of suite of functions of an application with user interface that facilitate digital lending services. DLAs shall include applications of the NBFC as well as those operated by Lending Service Provider (LSP) engaged by NBFC for extending any credit facilitation services in conformity with extant outsourcing guidelines issued by the Reserve Bank.

f. **KYC** shall mean Know Your Customer.

g. **Lending Service Provider' (LSP)** means an agent of an NBFC (including another lender) who carries out one or more of NBFC's digital lending functions, or part thereof, in customer acquisition, services incidental to underwriting and pricing, servicing, monitoring, recovery of specific loan or loan portfolio on behalf of the NBFC in conformity with extant outsourcing guidelines issued by the Reserve Bank.

h. **Partners** means select third parties with whom we may have contracts for the businesses and facilitating the Services described in this Privacy Policy.

i. **Person** shall mean any natural person, company, corporation, partnership, proprietorship, trust, union, association, government or any agency thereof or any other entity that may be treated as a person under Applicable Law.

j. **Personal Data** means any data about an individual who is identifiable by or in relation to such data.

k. **Platform** means the website, mobile application, physical stores, kiosks, customer touchpoints and any other platform owned, operated, managed, licensed, used or otherwise made available by or on behalf of AML.

l. **RBI** shall mean the Reserve Bank of India.

m. **Reasonable Security Practices and Procedures** mean security practices and procedures designed to protect all Personal Data from unauthorized access, damage, use, modification, disclosure or impairment as specified in Applicable Law.

n. **Representatives** means the personnel employed or otherwise engaged by AML or its Affiliates for the purpose of their respective businesses.

o. **Services** shall mean all services as provided for in the terms and conditions <hyperlink> of the Platform, including without limitation loans and other financial services.

Consent

a. You acknowledge that by accessing, using or interacting with the Platform, You expressly consent and confirm to the collection, maintenance, usage, handling and disclosures of Your Personal Data by AML in accordance with this Privacy Policy. You have read, understood and You agree to be bound by this Privacy Policy. The purpose of obtaining Your consent shall be disclosed at each stage of the interface with You.

b. You also acknowledge and agree that this consent shall extend to comply with, and any processing or Personal Data required under the Digital Personal Data Protection Act, 2023 ("DPDPA") and the rules framed therein from time to time. AML may seek additional consents as may be required by it under the Applicable Law for offering any additional Services.

c. You acknowledge that You have the option not to provide or agree to the collection of Personal Data. Should You choose to subsequently revoke consent or not agree with this Privacy Policy, You may lose access to value-added Services that were availed on the basis of the consent You provided.

d. Please note that our Platform (excluding physical stores, kiosks and customer touchpoints) may contain links or mechanism of re-direction from the Platform. If you follow any of these links or such re-directions please note that these may have their own privacy notices and We do not accept any responsibility or liability for any such privacy notices. Please check such privacy notices, where available, before you submit any of Your Personal Data.

Types of Information we Collect

When You access or use our Platform, we collect and store Personal Data that You choose to provide to us from time to time. All collection of Personal Data is undertaken strictly on a need-to-know basis and only after obtaining Your prior and explicit consent, and which may be audited where required under Applicable Law.

You are provided with clear options to grant or deny consent for the collection and use of specific categories of Your Personal Data, to restrict disclosure of Your Personal Data to third parties, to retain Your Personal Data, to revoke any consent previously provided, and if required, to make AML / LSP delete / forget Your Personal Data, subject to Applicable Law.

The Personal Data collected is used to enable the secure and efficient delivery of financial services, improve Platform functionality, and provide a smooth, personalized user experience. We collect only such Personal Data as is reasonably necessary to achieve these purposes and to enhance the safety, effectiveness and quality of the services offered through our Platform.

We may collect, store and process the following categories of Personal Data, subject to Your consent and Applicable Law:

a. **Identity and profile information**: This includes Your name, username or similar identifiers, gender, title, photographs, educational qualifications, location and employment details. Such Personal Data is used to create and manage Your profile, conduct KYC, assess eligibility for financial products and provide customer support. No biometric data shall be stored or collected by AML or any LSP engaged by AML, unless allowed under the Applicable Law.
b. **Contact information**: This includes Your email address, telephonic contact information, residential and work address, including pin codes.
c. **KYC and official identification information**: Where You apply for a loan or regulated financial service, we may collect government-issued officially valid documents such as PAN, voter ID, GST details, ration card, Aadhaar, driving license, Udyam registration details and any other documents prescribed under Applicable Law, solely for onboarding and KYC purposes. Any Aadhaar information is stored and handled strictly in accordance with Applicable Law.

d. **Transactional, Financial and Credit Information:** This includes details of transactions initiated, requested or completed through the Platform or in connection with the Services, records of services availed. We may also collect financial information including credit history, loan applications and repayments, income details, bank account information, bank statements, salary information, EPFO-related and income tax-related data to assess creditworthiness and service financial products. With Your explicit consent, we may also obtain credit information from credit information companies and Digilocker, UIDAI, CERSAI, etc.

e. **Marketing and communication preferences:** This includes Your preferences regarding marketing communications from us and our Partners. We may engage third-party advertising providers to display advertisements on our Platform. Where You interact with such advertisements and are redirected to third-party platforms, their respective terms and/or privacy policies shall apply, and we do not control or assume responsibility for such third-party's platforms, respective terms and/or privacy policies.

f. **Device, Usage and Application Information:** We may take a one-time access to Your camera, microphone, location and any other facility necessary for the purpose of

onboarding / KYC requirements only with Your explicit consent. We may further collect data such as IP address, browser type, usage patterns and behavioural information relating to how You access and interact with the Platform to help enhance account security, prevent unauthorised use, improve service quality and deliver a personalised user experience.

g. **Information from Affiliates, Partners:** Subject to Your explicit consent provided by You to any Affiliates or Partner, these Partner or Affiliates may share Your Personal Data with us which we shall use to collaborate or to develop analytical or statistical models, including Personal Data previously collected from You by such Affiliates or Partners.

Sources of Information

Following are the sources of 'information' collected by AML:

a. **Information provided directly by You**: We may collect and store Personal Data that You provide when You use the Platform, register for marketing communications, complete forms (online or offline), contact us, or otherwise voluntarily share information with us.

b. **Information collected through Digital Lending Apps (DLAs), Platforms and LSP**: We engage DLAs and LSP to offer AML's Services. We may collect Your Personal Data when You access or use such Platform, DLAs, the details of which are made available on www.airtelmoney.in/regulatory/lsp-details.

c. **Information collected through interactions and communications**: We may collect Personal Data shared during Your interactions with our representatives or customer support agents, whether through calls, messages, emails, meetings, discussions with AML's staff/employees, CCTV footage, live-chat with chatbots/or through instant messaging apps, or social media communications, surveys, market research or other modes of communication, as well as through documents, images or information submitted by You in physical or digital form. You acknowledge that such communications may be recorded to comply with internal processes and Applicable Law. It is clarified that any information that is freely available or accessible in public domain or any other law for the time being in force shall not be regarded as Data for the purposes of this Privacy Policy.

d. **Information collected through cookies and similar technologies**: We use cookies, pixels, cache and similar technologies, either directly or through analytics Partners, to collect technical and usage-related information such as IP address, device details, operating system, browser information, language preferences and browsing behaviour. This information is used to analyse platform usage, improve content, enhance navigation and optimise user experience.

e. **Information received from third parties and public or authorised sources**: We may receive Personal Data from third parties including credit information companies (where

You have provided the necessary authorisations), NSDL, payment gateway providers, authorised government institutions (including GST-related data), DigiLocker, UIDAI (for Aadhar based authentication) and other service providers for purposes such as credit assessment, document verification, repayment tracking and service facilitation. Where You access third-party websites or applications with whom we have contractual arrangements, their privacy policies shall apply, and we may receive limited information to identify or link Your account. In addition, we may supplement the Personal Data You provide with information obtained through our interactions with You or received from our LSP and Partners, in accordance with Applicable Law.

f. **Storage and limitation of collection**: The Personal Data collected by us is stored on secure backend and cloud servers located only in India. We collect such information strictly on a need-to-know basis and only to the extent necessary for providing the Services, in accordance with Applicable Law.

Purpose of Collection and Use of Borrower's Personal Data and other information

AML collects Personal Data and other information from Borrowers only upon receiving voluntary and explicit consent from such Borrowers.

Personal Data and other information collected from the Borrower may be used, stored, processed, shared and disclosed by AML, its LSPs, Affiliates and authorized service providers for the following purposes:

1. Account Creation, Onboarding and Contractual Performance

1.1 To create, operate and manage Your account and onboard You as a user including through pre-populating any Personal Data during any application, whether directly by us or through any service provider.
1.2 To provide the loan and related financial products and services requested by You or for which You have expressed an interest, including services incidental and/or ancillary to AML's business.
1.3 To perform AML's obligations arising from any contract entered into between You and AML and to enable AML to perform its functions as / through its Lending Service Provider (LSP) and/or Digital Lending App (DLA), as applicable.

2. Identity Verification, KYC and Credit Assessment

2.1 To establish and verify Your identity and conduct KYC and customer due diligence.
2.2 To carry out credit underwriting, creditworthiness assessments, eligibility checks and risk profiling.

2.3 To perform internal risk assessments and analysis.
2.4 Claim settlement.
2.5 Dispute resolution.

3. Regulatory, Legal and Compliance Obligations

3.1 To comply with Applicable Law
3.2 To maintain records, audit trails and logs as required under Applicable Law.
3.3 To defend, establish or exercise legal claims and rights.

4. Communication and Customer Support

4.1 To communicate with You in relation to the services availed or expressed interest in, including transactional communications, alerts, notifications and customer support.
4.2 To inform You of changes to terms, conditions, policies or other administrative or regulatory information.
4.3 To send emails, SMS, WhatsApp push notifications.

5. Loan Servicing, Monitoring, Collection and Recovery

5.1 Processing and evaluation of loan applications.
5.2 To monitor and service the loan during its tenure.
5.3 To facilitate payment reminders, collection and recovery of amounts owed to AML, including through authorized debt management or collection agencies.

6. Data Sharing with Third Parties

6.1 To share, disclose or process Your information, to the extent permitted by Applicable Law and contractual arrangements, with AML's LSP, and authorized third parties such as KYC providers, credit information companies, technology Partners, auditors, consultants, and service providers. Where Your Personal Data is disclosed to third parties in accordance with the purposes described in this Privacy Policy, such Personal Data will thereafter be processed in accordance with policies of the third parties. We will take reasonable steps to ensure that any such third parties are subject to privacy protection obligations that are no less stringent than those set out in this Privacy Policy, to the extent applicable and practicable. Details of third parties allowed to collect Personal Data through the DLA are disclosed on AML's website and in this Privacy Policy.

7. Fraud Prevention, Security and Risk Management

7.1 To prevent, detect, investigate and address fraud, security incidents, misuse of Services or violations of terms.

7.2 To ensure information security, system integrity, business continuity and operational resilience.
7.3 To prevent and detect fraud, undertake Anti-Money Laundering (AML) / name-screening checks, protect AML's legal rights, and ensure compliance with Applicable Law, in accordance with AML's board-approved Fraud Risk Management and KYC/AML/ Combating of Financing of Terrorism (CFT) Policy.
7.4 To comply with RBI's reporting requirements to credit information companies (CICs), ensuring that any lending done through DLAs and/or DLAs of LSPs is reported to CICs irrespective of the nature or tenor of the loan.

8. Product Evaluation, Development and Business Operations

8.1 To evaluate, develop, enhance, modify and improve AML's products, services and systems.
8.2 To perform audits, research, data analysis, business planning and operational assessments, including evaluating the effectiveness of AML's campaigns and services.

9. Analytics, Profiling and Insights

9.1 To track Your activities, interactions and engagement on AML's digital platforms.
9.2 To create and maintain an individual user profile to understand and respect Your preferences and usage patterns.
9.3 To generate aggregated, anonymized or pseudonymized data, directly or through Partners or group entities, to derive insights, trends and analytics.

10. Personalization and Platform Functionality

10.1 To personalize and tailor Your experience on AML's digital platforms.
10.2 To enable platform functionality and features, including by accessing certain information from Your device, subject to Applicable Law and permissions.

11. Marketing, Advertising and Cross-Selling

11.1 To advertise and communicate exclusive offers, promotions, customized content, search results and location-based services related to AML's products and services.
11.2 To enable AML's group entities and Partners to offer You their products and/or services and communicate with You regarding such offerings, where permitted by Applicable Law.
11.3 To auto-populate third-party pages when You interact with advertisements on AML's app or website.

12. Advanced Identification and Authentication

12.1 To enable secure customer identification and authentication, including through AI-based facial recognition systems, where permitted under Applicable Law.

13. Use, Processing and Derivative Activities

13.1 To use, store, process, modify, display, distribute and create derivative materials from the Personal Data provided by You strictly for the purposes stated herein and in accordance with Applicable Law.

13.2 Training activities, quality and compliance monitoring.

Sharing and Disclosure of Personal Data

a. We may, with Your prior and explicit consent and/or in compliance with Applicable Law, share Your Personal Data, with third parties such as our LSPs, Affiliates, vendors, service providers, data processors, banks, financial institutions, credit bureaus, the Central KYC Registry, telecom service providers, statutory and regulatory authorities, and law enforcement agencies, as may be required for purposes including customer verification, delivery and personalization of Services, credit assessment and reporting, data enrichment, marketing or promotion of our products and Services.

b. We may fetch Your Personal Data as a financial information user on the basis of Your explicit consent provided through recognised account aggregators or consent managers, in accordance with Applicable Law.

c. We may also share (i) Personal Data provided by You, (ii) Personal Data generated as part of Your contractual relationship with us, and (iii) insights or Personal Data derived from processing or analysing such Personal Data, with the Affiliates, Partners and service providers.

d. Your Personal Data may be disclosed to the Partners strictly on a need-to-know basis for the purposes outlined in this Privacy Policy. Such Partners are required to process the data only in accordance with our instructions, maintain confidentiality, and implement appropriate technical and organisational security measures.

e. We may disclose Your Personal Data where required to comply with Applicable Law, court orders, judgments, statutory audits, investigations or legally valid requests from regulatory or statutory authorities, or for lawful risk mitigation purposes.

f. Affiliates, LSPs, and Partners may have their own privacy policies distinct from this Privacy Policy. Where You share Your Personal Data directly with them through their platforms, the use of such data will be governed by their respective privacy policies.

g. Your KYC information may be disclosed to regulatory authorities as part of statutory or audit requirements. Any Aadhaar-related information, if collected, will be shared strictly in accordance with Applicable Law.

h. Your Personal Data may also be collected and shared with third parties in cases where You sign up for campaigns or promotional programmes or events that we may be co-branding with third parties. In such cases, we recommend that You review their privacy policies to understand how such third parties may handle Your Personal Data.
i. Where Your Personal Data has been shared with an LSP, the LSP shall not store Your personal information except some basic minimal data (viz., name, address, contact details) that may be required to carry out their operations or service within the scope of the AML-LSP agreement. Responsibility regarding data privacy and security of the customer's personal information on an ongoing basis shall remain with AML.
j. In the event of any merger, acquisition, restructuring, sale of business or assets, or similar corporate transactions, Your Personal Data may be shared with relevant third parties and authorities as part of such transactions, subject to Applicable Law.

k. We shall employ all security measures as prescribed under Applicable Law to ensure the protection of Your Personal Data when shared with third parties
l. By accepting this Privacy Policy, You consent to the sharing and disclosure of Your Personal Data as described herein. You acknowledge that You have the option to deny or withdraw consent for specific uses of Your data; however, withdrawal of consent may not be permitted while any service availed by You remains active, and may result in the discontinuation or limitation of services.

Borrower's Privacy Rights

a. We will take all required steps under Applicable Law to verify Your identity before acting on any request relating to Your Personal Data. Where we are unable to comply with any request outlined in this section due to legal, regulatory or contractual obligations, we will provide a reasoned response within 30 days of receipt of the request.
b. You have the right to access, review and obtain reasonable access to Your Personal Data and to request its correction, completion, restriction, deletion or anonymisation, as appropriate and in accordance with Applicable law.
c. You have the right to seek information regarding the processing of Your Personal Data, including:
    - a summary of the Personal Data processed by us and the processing activities undertaken;
    - the identities of entities with whom Your Personal Data has been shared and the categories of Personal Data so shared; and
    - any other information as prescribed under Applicable law.
d. You may choose not to provide certain Personal Data when requested and may withdraw consent previously provided at any time. Please note that refusal or withdrawal of consent may impact the availability or continuity of certain Services, except the financial services availed by You from AML.

e. You may opt out of the collection or use of Your Personal Data, including the use of cookies, cache, pixels and similar technologies, and the use of Your Personal Data for marketing or promotional purposes. You may unsubscribe from marketing communications using the unsubscribe option provided in such communications.
f. You may request to obtain a copy of the Personal Data held by us.

g. You may nominate another individual to exercise Your rights enshrined under the Digital Personal Data Protection Act, 2023 on Your behalf by contacting us through the contact details provided in this Privacy Policy.
h. If You have any concerns or grievances regarding the processing of Your Personal Data, You may contact our Grievance Redressal Officer whose details are provided at the end of this Privacy Policy.
i. You also have the right to lodge a complaint with the Data Protection Board in relation to the protection of Your Personal Data in accordance with Applicable Law.

Representations by the Borrower:

a. You represent to us that You are above the age of 18 and are in contracting capacity to access our platform and share Your Personal Data with us.
b. You are required to ensure that the personal Data provided by You is accurate, complete and up to date. You are 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.
c. All information provided by You (including Personal Data) is purely voluntary.

Data Retention and Deletion

We retain Your Personal Data for such periods as required for the purposes set out above or even beyond the expiry of transactional or account based relationship with You:

(a) as required to comply with any legal and regulatory obligations to which we are subject, or
(b) for establishment, exercise or defense of legal claims, or
(c) in accordance with specific consents.

In determining appropriate retention periods, we consider the nature, volume and sensitivity of the Personal Data, the purpose of processing, potential risks of unauthorised access or disclosure, and applicable legal and regulatory requirements. Retention periods therefore vary based on the category of data. Upon expiry of the applicable retention period we shall, to the

extent technically feasible, delete, destroy or anonymise the Personal Data in our possession or control so that it no longer constitutes Personal Data.

You may request deletion of Your Personal Data by submitting a written request at wecare@airtelmoney.in. Upon receipt of such request, we will take reasonable and legally mandated steps to delete or cease retention of Your Personal Data, subject to Applicable Law and provided there is no active loan or service being availed by You.

You acknowledge that where Your Personal Data has been shared with third parties based on Your prior consent, such third parties process and retain the Personal Data in accordance with their respective privacy policies and legal obligations.

Consent Withdrawal

In the event You wish to withdraw Your consent to processing of Your Personal data, You may do so by sending us an email using Your registered mail ID. Post successful verification of Your consent withdrawal request, AML will process it promptly but no later than 30 business days. Please note that AML may continue to retain certain Data including Personal data to comply with its legal and regulatory obligations. Withdrawal of consent may also impact certain Products or services being provided to You at the time.

Reasonable Security Practices and Procedures

We use Reasonable Security Practices and Procedures to preserve the integrity and security of Your information against loss, theft, unauthorized access, disclosure, reproduction, use or amendment. AML ensures compliance with various technology standards and requirements on cybersecurity stipulated by the RBI and other relevant agencies. However, if You have reason to believe that Your interaction with us is no longer secure, please immediately notify us on wecare@airtelmoney.in. In the event of any breach of security or leakage of confidential customer-related information, AML shall immediately notify the RBI.

Cookies

We may use cookies and beacons and similar technologies on our websites, mobile apps, and in our emails to provide a positive and personalized user experience. Cookies are text files that get small amounts of information, which Your computer or mobile device stores when You visit a website or use a mobile app. Beacons are bits of code that function similar to cookies. Our beacons are embedded in outgoing emails and generate a callback to the AML server when such emails are opened. If You do not wish to receive cookies, You may disable them.

Changes to this Privacy Policy

We may amend or modify, this Privacy Policy including replacing this Privacy Policy with a new policy, at any time at our sole discretion. Notice of material changes to this Privacy Policy will be posted on the Platform. Revised Privacy Policy/amendments thereto shall be effective from the date indicated therein. You are requested to periodically check the terms and conditions under this Privacy Policy from time to time. We shall not in any circumstance be held liable for such lapses on Your part. AML shall ensure that the Privacy Policy displayed on its website and DLA is kept up to date at all times. Please check the "Last Updated" legend at the top of this page to see when this Privacy Notice was last revised.

Grievance Redressal

AML shall designate a grievance redressal officer (GRO) and a nodal officer to deal with digital lending related complaints and issues raised by You. Name and contact details of the GRO and nodal grievance redressal officers shall be prominently displayed on the websites of AML, its LSPs and on the DLA, as well as in the Key Fact Statement (KFS) provided to You.

a. Grievance Redressal Officer

If You have any concern, query or grievance regarding the processing of Your personal data or any deficiency in service, please reach out by calling on 18003020 or by writing at customer wecare@airtelmoney.in. You may also refer to the Grievance Redressal Mechanism as set out in the Grievance Redressal. You are requested to raise all grievances, in the first instance, with the GRO. The contact details of the GRO are as follows:

Name: Mr. Amit Bhatia

Address: Airtel Centre (Airtel Money Limited) Sector 18, Plot no. 16 Phase 4, Gurgaon - 122015

Email: GRO@airtelmoney.in

Contact: 1800 202 1467 (Monday to Friday – 10:00 AM to 6:00 PM, except public holidays)

The GRO may be contacted at the number provided above between 10:00 a.m. and 6:00 p.m., from Monday to Friday (excluding public holidays), or via the email address mentioned above.

b. Nodal Officer

If the Borrower does not receive a response from the GRO within 7 (seven) working days of making a representation, or if the Borrower is not satisfied with the response received from the GRO, the Borrower may reach the Nodal Officer on the number below anytime between 10:00 AM to 6:00 PM

from Monday to Friday except public holidays or write to the nodal officer at the e-mail address below. The contact details of the nodal officer are provided below.

Name: Chirag Bhagat

Address: Airtel Centre (Airtel Money Limited) Sector 18, Plot no. 16 Phase 4, Gurgaon - 122015

Email: Nodal.officer@airtelmoney.in

Contact: 1800 202 1468 (Monday to Friday – 10:00 AM to 6:00 PM, except public holidays)

c. Complaints to the Ombudsman

We will examine and endeavour to resolve Your grievance within the timelines prescribed under Applicable Law. If You are not satisfied with the resolution provided by us, or if You do not receive a response from us within 30 days from the date we receive Your complaint, You may lodge a complaint over the Complaint Management System (CMS - https://cms.rbi.org.in/) portal under the Reserve Bank - Integrated Ombudsman Scheme, 2021, or send a physical complaint to "Centralised Receipt and Processing Centre, 4th Floor, Reserve Bank of India, Sector-17, Central Vista, Chandigarh - 160017" as per the grievance redressal mechanism prescribed by the RBI.

Prohibited actions

While visiting or using our Platform, You agree not to, by any means (including hacking, cracking or defacing any portion of the Platform) indulge in illegal or unauthorized activities including the following:

a. Restrict or inhibit any authorized user from using Platform.
b. Use the Platform or information obtained through platform for unauthorized marketing, profiling, resale or any unlawful purposes.
c. Harvest, scrape, extract or collect any information about Platform's other users without their express consent.
d. "Frame" or "mirror" any part of the Platform without our prior authorization.
e. Engage in spamming or flooding.
f. Transmit any software or other materials that contain any virus, or other harmful or disruptive component.
g. Remove any copyright, trademark or other proprietary rights notices contained in the Platform.
h. Use any device, application or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Platform.
i. Permit or help anyone without access to the Platform to use the Platform through Your username and password or otherwise.
j. Infringe, or violate or misappropriate any patent, trademark, copyright or other proprietary rights including any proprietary rights.
k. Attempt to gain unauthorized access to customer accounts, internal systems, or databases.
l. Bypass authentication controls, OTP verification, or security safeguards.
m. Interfere with login mechanisms, encryption, or session management.
n. Conduct vulnerability scanning, penetration testing, or security probing without written authorization.
o. Use the platform for unlawful financial transactions.
p. Violate RBI regulations, anti-money laundering (AML) requirements, or applicable financial laws.
q. Use automated tools (bots, scrapers, scripts) without authorization.

Consequences of Violation

Violation of the above may result in:

a. Immediate suspension or termination of services.
b. Reporting to regulatory authorities including RBI and law enforcement agencies.
c. Civil and/or criminal action under the Applicable Law.
d. Recovery of losses arising from fraudulent or malicious conduct.

Our Service Providers

Service Providers	Particulars
Signzy Technologies Private Limited	ID and Fraud Check, AML Check, Mobile Number Verification, eSign and DocuSign, EPFO Verification
Perfios Software Solutions Private Limited	ID and Fraud Check, AML Check, EPFO Verification, Selfie & Name Match, DigiLocker eKYC, cKYC, Video KYC
Experian Credit Information Company of India Private Limited (Hunter)	Fraud Check, Bureau Credit Score Enquiry, Credit Bureau Reporting
HyperVerge Technologies Private Limited	Selfie & Face Match, DigiLocker eKYC, Mobile Number Verificatio, cKYC, Video KYC
Razorpay Software Private Limited	Bank Account Verification, eMandate Registration & Presentment, Payment Processing
Axis Bank Limited	Loan Disbursement
TransUnion CIBIL Limited	Bureau Credit Score Enquiry, Credit Bureau Reporting
CRIF High Mark Credit Information Services Private Limited	Credit Bureau Reporting
Equifax Credit Information Services Private Limited	Credit Bureau Reporting
Xtelify Limited	Lending Service Provider (LSP), Tele Collections

Severability

If any court or competent authority finds that any provision of this Privacy Policy (or part of any provision hereof) is invalid, illegal or unenforceable, such provision or part thereof (as the case may be) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Privacy Policy shall not be affected and shall continue to apply.

Waiver

The rights and remedies 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.

Governing law and jurisdiction

This Privacy Policy shall be governed by the laws of India and the courts of New Delhi shall have the exclusive jurisdiction to try any dispute arising thereof.

Disclaimer

AML collects Personal Data only when voluntarily provided by You. We may verify or supplement such information using publicly or commercially available sources (as permitted by Applicable Law), or from third-party services You are connected with. AML implements reasonable security practices and procedures to protect Your Personal Data. However, no internet transmission or system is completely secure.

By accepting this Privacy Policy, You consent that You have read, understood and agree to be bound by this Privacy Policy and acknowledge that any transmission of Your Personal Data to us is at Your own risk.