

PRIVACY POLICY

SelfFin India Financial Services Private Limited

Contents

1. Definitions
2. User Acceptance
3. Information We Collect
4. Use of Personal Information
5. Disclosure
6. Terms regarding KYC and CIC
7. Cookies
8. Password Policy
9. Retention of Data
10. Information of Children
11. Changes to this Privacy Policy
12. Contact Us

SelfFin India Financial Services Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 07th Floor, Part B, Corporate Centre, Andheri Kurla Road, Andheri East, Mumbai - 400059, Maharashtra (hereinafter referred to as “SelfFin” / “We” / “us”), is committed to protecting the privacy and security of the Personal Information (as defined below) supplied by every Customer (as defined below), whether directly to SelfFin or through the web-based application (as defined below) via the LSP (as defined below) / SelfFin Representative (as defined below), as the case may be.

The objective of the web-based application for SelfFin is to assess your preliminary eligibility for the Facility (as defined below), and to facilitate your subsequent onboarding, if applicable.

This Privacy Policy provides details about the manner in which your data is collected, stored and used by us. You are advised to read this Privacy Policy carefully.

1. Definitions

For the purposes of this Privacy Policy, the following words and expressions used herein shall have the meanings set out below:

“Web-based Application”: means SelfFin’s application/software program, as may be updated or modified from time to time and as may be used or accessed by the LSP(s) / SelfFin Representative, as the case may be, on any compatible device, in relation to any Facility sought to be availed by you.

“CIC” or “Credit Information Company”: means an entity which has been granted a certificate of registration under sub-section (2) of Section 5 of the Credit Information Companies (Regulation) Act, 2005.

“Customer” / “You”: means any existing or prospective customer / borrower of SelfFin who is desirous of availing any Facility(ies) offered by SelfFin for purchasing any Product(s) or for personal use. The term “your” shall be construed accordingly.

“Customer Data”: means, collectively and individually, any and all data or information obtained with consent from your mobile device, including device location, device information (including storage, model, installed applications, Wi-Fi and mobile network), transactional and promotional SMS, communication information including contacts and call logs, application data caches, IP address and log information such as search queries.

“Facility”: means any services and/or products, including any loan, financial assistance facility or credit line, offered by SelfFin, including but not limited to consumer loans / credit facilities.

“Indicative Amount”: means the tentative amount, as determined by SelfFin at its sole discretion, for which the Customer may be preliminarily eligible under the Facility on an indicative basis. It is clarified that the Indicative Amount is only an estimate and remains subject to final assessment and approval by SelfFin at its sole discretion.

“LSP”: means the LSP / store owner engaged in the business of selling various Products at its stores and from whom you wish to purchase such Product by availing SelfFin’s Facility.

“SelfFin Representative”: means a representative of SelfFin engaged by it to assess the Customer’s request for a Facility and undertake the subsequent onboarding of such Customer, if applicable.

“Representative”: means any employee, official, personnel, representative, service provider, agent or contractor, whether third party or otherwise, employed or engaged by SelfFin.

“Personal Information”: shall have the meaning assigned to it in this Privacy Policy.

“Product”: means any products and/or services, including but not limited to consumer durables, healthcare reimbursement financing, purchase of electric vehicles, supply chain financing and digital products, which are offered for sale, being sold or may be sold by the LSP.

2. User Acceptance

By accessing or using the Web-based Application or by availing our services, you agree to the terms of this Privacy Policy. The collection, use, processing, storage, retrieval, disclosure or transfer of your information, including personal information and sensitive personal data or information (collectively, “Information”), shall be in accordance with this Privacy Policy and as required or permitted under applicable laws, including the Information Technology Act, 2000 and the rules framed thereunder, as amended from time to time (“IT Laws”), and the regulations, directions, circulars, guidelines or other mandates issued by the Reserve Bank of India (“RBI”) and applicable to the services (collectively, “Applicable Laws”).

Any Information that is subject to this Privacy Policy and provided by you or otherwise collected by us is collected and retained by SelfFin India Financial Services Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 07th Floor, Part B, Corporate Centre, Andheri Kurla Road, Andheri East, Mumbai - 400059, Maharashtra.

If you do not agree to the terms of this Privacy Policy or any part thereof, kindly do not share any Information with the LSP / SelfFin Representative, as the case may be, for uploading on the Web-based Application.

SelfFin shall obtain the borrower’s consent in writing before collecting mandatory and non-mandatory information for providing Services. The borrower is expected to provide correct, complete and updated information to SelfFin. Information obtained from the borrower shall be used for the purposes of the terms and conditions of the Services provided by SelfFin.

The borrower may agree or decline to provide non-mandatory information as stated in this Policy and may withdraw consent for uses other than those required for the Services. The borrower may withdraw consent by writing to SelfFin at its registered office or by email to the customer-care address designated by SelfFin, and by making a request for termination of the services agreed under the Terms of Use.

Please read this Privacy Policy carefully before using or registering on the Platform or accessing any material, information or services on the Platform. By sharing information with the LSP / SelfFin Representative, including through the consent code sent to your mobile phone number along with this Policy, you expressly confirm that:

- A. you are desirous of availing a Facility from SelfFin for purchasing certain Product(s);
- B. you have read, understood and agree with this Privacy Policy and provide your express agreement and consent to be bound by all its terms and conditions, as amended from time to time; and
- C. you authorise SelfFin and its Representatives to contact you regarding the Facility through any permitted communication mode.

The website www.selfinindia.com is owned and operated by SelfFin India Financial Services Private Limited (the "Company"). The Company adheres to applicable information technology and data protection laws, rules and regulations. This Privacy Policy also specifies the manner in which sensitive personal data or information, if any, is collected, received, stored, processed, disclosed, transferred, dealt with and handled by the Company in relation to your use of the application.

Capitalised terms not defined in this Privacy Policy shall have the meanings assigned to them in the Terms and Conditions.

3. Information We Collect

SelfFin uses the Information collected from you or about you to enable you to receive Services through the web or other means. SelfFin may collect the following Information and you hereby provide consent to such collection, subject to Applicable Laws:

a. Account Information: When you set up your account on the Portal, we collect information such as your first and last name, address details, photograph, email address and telephone number.

b. Identity: SelfFin collects identity and Know Your Customer ("KYC") related Information to verify your identity and comply with customer identification and due diligence requirements under Applicable Laws, such as Permanent Account Number (PAN), photograph, Aadhaar-related Information (including the last four digits of Aadhaar, demographic details or Virtual ID) for e-KYC authentication with the Unique Identification Authority of India ("UIDAI"), and One Time Password / PIN (OTP). e-KYC authentication and submission of Aadhaar information is not mandatory, and you may submit other identity documents as permitted under applicable RBI KYC requirements.

c. Information to assess creditworthiness: For salaried individuals, employment-related information such as employer name, salary, offer letter, employment ID and employer-issued email address may be collected. For self-employed individuals, information relating to self-employment, such as profession, social media links relating to work, work location and income, may be collected.

d. Financial Information: We may collect certain financial information, such as bank account details or other payment instrument details, rental/lease agreements, gas bills and service or transaction-related communications, for providing the Services.

e. Device: We may collect information relating to the electronic device used to access the Services, such as IP address, browser type, operating system, software, device type, device ID, IMEI and date and time of access. This helps us learn about and verify your identity and detect and prevent fraud.

f. Usage of the Portal: We may collect information electronically submitted when you post on message boards and information contained in searches, reviews, ratings or comments, as well as information about your visits to the website or usage behaviour on the Portal. Such information may be used to administer the Portal, generate general usage statistics, share important or relevant updates through email and/or SMS, and prevent communications that may not be of interest to you.

g. SMS: We may need access to SMS functionality on your device for onboarding in relation to certain services. We may periodically collect transactional SMS for providing Services. Access to the Portal or Services may be restricted if you disable, withdraw or do not provide such access.

h. Camera and microphone: We may require access to your device's camera and microphone for a seamless experience, including taking a selfie, uploading photographs, recording audio/video for verification or onboarding/KYC purposes, or uploading other necessary documents on the Portal.

i. Location: We may collect and monitor your location to verify your current address, offer customised promotions, check serviceability and prevent fraudulent activity. Location may be collected when you enter your PIN code on the Portal or when you enable location access from your mobile device. Such data is collected only when the Portal is being used. Access to the Portal and/or Services may be restricted if you disable, withdraw or do not provide this access.

j. Storage: We may require permission to securely download and save documents on your phone and to allow you to upload required documents while using the Services. This helps provide a smooth and seamless experience.

k. Feedback Data and Other Data: When you contact us or we contact you, we may record information provided during such communications or record calls for quality and training purposes. We may also access information when you provide feedback or comments on the Portal or another platform.

l. Third Party Information: We may work with Affiliates, third-party business partners, technical subcontractors, analytics providers, search information providers, credit information companies, account aggregators and other parties, and may lawfully receive information about you from such sources. Such information may be combined with information collected on the Portal and other information provided under this Policy.

m. Other Information: We may collect information from other sources, such as delivery or contact information from Affiliates and partners, payment service providers, public records, publicly available sources or internet sites, vendors, data suppliers and service providers, commercially available marketing lists or registries, telephone directories, social networks, news outlets and other related media.

Information Collected from You: In order for SelfFin to carry out your eligibility check for an Indicative Amount under the Facility and, where applicable, onboarding, or to render Services to you, the SelfFin Representative may ask you to provide certain Personal Information for uploading to or entering into the Application. You are under no obligation to provide Personal Information that is not mandatory. However, if you do not provide information that is required, SelfFin may not be able to check your eligibility for an Indicative Amount.

o. Documents Required: To evaluate your request for a Facility and determine the Facility limit that may be considered for you, you may be required to submit self-attested copies of the following documents for review:

- PAN Card (mandatory).
- Any one of the following documents containing your address (mandatory): masked Aadhaar card, valid Driving Licence, valid Passport or Voter ID.
- Where applicable, SelfFin may also request additional documents such as the latest salary slip, bank statement, bank passbook, post-paid mobile bill, landline or broadband bill, rent agreement, property tax receipt, water bill, ration card, LPG connection receipt, gas bill (LPG/PNG), or any other relevant document.

The aforementioned details shared by you shall be used and maintained in accordance with this Privacy Policy.

4. Use of Personal Information

- a) The use of your Personal Information is subject to the Privacy Policy in effect at the time of use.
- b) We will process your Personal Information for the following purposes:
1. To confirm your eligibility for the Facility(ies) for which you have approached the LSP / SelfFin Representative, or which you have explicitly requested from SelfFin; to resolve disputes and troubleshoot concerns; to promote safe services; to assess your interest in our services; to inform you about offers, products, services and updates; to customise your experience; to detect and protect against errors, fraud and other criminal activity; and to enforce our terms and conditions.
 2. To send you offers relating to products, services and/or facilities which SelfFin or its Affiliates may offer from time to time, and to invite you to participate in optional online surveys, where you provide the necessary consent.
 3. To make SelfFin's services available to you and further optimise and develop them.
 4. To create usage statistics.
 5. To assess and improve your user/customer experience.
 6. To recognise, prevent and investigate attacks.
 7. To communicate with you.
 8. To enforce our terms and conditions.
 9. To comply with legal obligations.
 10. For any other purpose described to you at the time your Personal Information is collected.

We endeavour to collect only such information as is reasonably necessary for us to perform the desired function. We will not use your Personal Information for any purpose other than in connection with the Facility requested or availed by you, for enforcement of your obligations in relation to the Facility, or as otherwise set out in this Privacy Policy.

5. Disclosure

SelfFin will not use or share your Personal Information or disclose it to third parties, except in the following circumstances:

- As set out in this Privacy Policy.
- Where disclosure is made pursuant to obtaining the Customer's permission.
- Where disclosure is made to financial institutions and banks with the Customer's express permission.
- Where it becomes necessary to disclose Personal Information to Representatives, agents, service providers and contractors, including KYC repository service providers, data storage agencies, marketing and collection agents, assigns to whom SelfFin intends to grant rights or obligations, or the LSP, on a need-to-know basis in the ordinary course of business or for rendering Services. Such recipients shall be informed that Personal Information shall not be used for purposes other than those described in this Policy.
- Where disclosure is connected with the Services being rendered.
- Where disclosure is necessary to investigate, prevent or take action regarding unlawful or illegal activities, suspected fraud, potential threats to the safety or security of any person, violations of the Terms of Use, or to defend SelfFin against legal claims.
- Where special circumstances apply, including compliance with court orders, requests or notices from legal authorities or law enforcement agencies.
- Where disclosure is required pursuant to any law, regulation, rule or regulatory or statutory requirement.
- Where Personal Information is disclosed to a third party as part of an organisational restructuring.

- With entities affiliated with us for business and operational purposes, including IT service providers or third-party service partners and public authorities, including government and law-enforcement agencies, where required.

We may use a third-party service provider to assist us with certain features. Such service provider will receive Personal Information on our behalf and will not be permitted to use it for any purpose other than as specifically provided under this Privacy Policy.

We will transfer Personal Information only to recipients that have an adequate level of data protection, or we will take appropriate measures to ensure that all recipients provide an adequate level of data protection.

6. Terms regarding KYC and CIC

- The Customer expressly consents to SelfFin, directly and/or through its Representatives, searching, downloading, uploading and/or sharing information with the Central KYC Registry, and further consents to receiving information through SMS/email on the mobile number/email ID registered with SelfFin for KYC compliance.
- The Customer further authorises SelfFin:
- To obtain and/or submit the Customer's information, including Personal Information, to Credit Information Companies, information utilities and/or institutions established under applicable law, as and when required.
- To obtain, authenticate and/or verify KYC details through CERSAI C-KYC, Aadhaar e-KYC, NSDL and/or other service providers or organisations deemed appropriate by SelfFin in relation to the facilities/services offered and as permitted by RBI.
- To use Aadhaar number and/or biometric/demographic information for verification through UIDAI and to undertake e-KYC/offline verification where permitted, including for consideration of the current residential address where it differs from the Aadhaar address. The Customer further authorises SelfFin to share/disclose KYC information received from UIDAI and/or information furnished by the Customer with credit bureaus, statutory bodies, subsidiaries, affiliates, rating agencies, service providers, banks/financial institutions, governmental/regulatory authorities and other third parties for KYC verification, credit risk analysis or other purposes relating to the Facility availed or proposed to be availed.

7. Cookies

When you visit the Portal, one or more cookies may be sent to the device used to access the Portal. Cookies may be used to improve the quality of the Portal, store user preferences, improve search results and track user trends. You may disable cookies through your browser settings. However, disabling cookies may cause some parts of the Portal to function less effectively.

8. Password Policy

Please help protect your privacy by maintaining the confidentiality of your username and password, if you use them for any of our services.

9. Retention of Data

We are required under Applicable Laws to retain certain records for at least 5 (five) years after closure of your SelfFin account, including personal data such as your name, contact details, customer number and transaction history, etc. ("Retained Data").

We will retain your Personal Information for as long as there are statutory retention obligations or until potential legal claims are no longer capable of being brought. Other than Retained Data, we will delete and destroy Personal Information held about you when you or we terminate your SelfFin account, subject to Applicable Laws.

We do not ask for or store your online banking login PIN, TAN and/or password. Please do not share these credentials with the LSP or any SelfFin Representative.

10. Information of Children

We do not knowingly solicit or collect Information from children under the age of 18 years. Use of the Portal is available only to persons who can enter into a legally binding contract under Applicable Laws.

11. Changes to this Privacy Policy

We reserve the right to change, modify, insert or delete any provision of this Privacy Policy from time to time, at our sole discretion, without prior notice to you.

We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. Your use of the Portal or availing of the Services after an updated Privacy Policy becomes effective will indicate your acceptance of the updated Privacy Policy.

12. Contact Us

If you would like to ask a question, make a request or raise a complaint about how we process your information, please contact the Grievance Officer at the address below. The Grievance Officer will endeavour to expeditiously redress your grievances.

For any request, complaint, feedback or grievance, please contact:

Name: Alisha A

Designation: Grievance Officer

Address: 07th Floor, Part B, Corporate Centre, Andheri Kurla Road, Andheri East, Mumbai - 400059

Email: alishaa@selfinindia.com

Contact Number: 022-46094439