

Privacy Policy

Last Updated on 01-10-2024

This privacy policy ("Policy") is in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, and applicable RBI guidelines and regulations and describes the information collected from you (hereinafter referred to as "You", "Your" or "User") on Your visit to the Platform (defined further) and use of Platform; manner and procedure of collection of such information; use, storage, and disclosure of information collected; rights and choices available to You with respect to the information collected; and how Daksfirst India Finance House Private Limited and its affiliates, successors and assigns (hereinafter referred to as "IFHL", "We", "Us or "Our") protects the information collected.

IFHL owns and operates a website, accessible on www.ifhl.in, and a mobile application under the brand name 'IFHL' (hereinafter collectively referred to as "Platform").

This Policy constitutes a legal agreement between You as the User of the Platform, and IFHL, as the owner of the Platform. For clarity, User shall mean any person, who visits, uses and/ or transacts through the Platform. You are permitted to use the Services available on the Platform only if you are a natural person, citizen of India, and at least eighteen (18) years of age.

This Policy supersedes any prior communication on this subject matter and excludes third-party websites/ applications that are connected via links to the Platform and stores from where You download IFHL mobile application. *We urge You to read the terms and conditions of the third-party websites, stores and applications and use/access them at Your own risk. IFHL shall not be liable or responsible to You for any acts or omission of third-party websites, applications or stores as IFHL does not have any control over such websites, stores and applications.*

By visiting or accessing the Platform and voluntarily providing Us with information, including, but not limited to, personal information and sensitive personal information, You are consenting to Our use of the information in accordance with this Policy.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS POLICY, PLEASE DO NOT USE OR ACCESS THIS PLATFORM.

This Policy is a part of the 'Terms & Conditions' located [here](#) . Your use of the Platform will be governed by this Policy together with all policies, notices, guidelines, disclaimers that are published on the Platform and/or shared with You from time to time and such other terms as may be applicable to You as a User of the Platform.

This Policy shall be enforceable against You in the same manner as any other written agreement.

We reserve the right to modify this Policy at any time and update this Policy from time to time, so please review this Policy frequently to understand the latest privacy practices adopted by Us. Changes and

modifications to this Policy will take effect immediately upon posting on the Platform. Any continued use of the Services shall signify Your acceptance of such updated Policy.

A. Services

IFHL is in the business of inter alia, providing services (“Services”) in the nature of:

1. Access of Credit Report

- We fetch Your credit report (“**Report**”) from credit bureaus as Your agent after obtaining Your *explicit consent and authorisation*. We share the report along with an analysis to educate You regarding Your financial health. The Report helps us understand Your credit health in relation to which We also provide advice on ways to improve credit health.
- *Information that We Collect*: We collect Your name, address, email ID, mobile number, age, date of birth, gender and PAN to establish Your identity for this purpose.
- *Sharing of Report*: This Report is provided to You and is **not** shared with any third party.

On provision of information as mentioned in this Clause, You provide your express consent to Us to use the information for the purposes stated in this Clause in accordance with this Policy.

2. Loan or Credit Facility:

- a. IFHL has partnered with various banks and NBFCs (collectively, “Lending Partners”) that offer loans products. IFHL acts as an intermediary for the purposes of connecting You with the Lending Partners and enabling You to avail products offered by Lending Partners such as loans and credit cards and their other financial products, as the case maybe.
- b. *Information that We Collect*: We collect the following information from You with Your explicit consent per instructions from Lending Partners for processing Your loan application:
 - I. Marital status,
 - II. Aadhar number,
 - III. Education details,
 - IV. Details of parents,
 - V. House ownership details,
 - VI. Salary account details,
 - VII. Name of the bank where You have a primary account,
 - VIII. Bank statements,
 - IX. Pay slips,
 - X. Details regarding Your employment, comprising of years of experience,
 - XI. Details of income,
 - XII. Name of the current and previous employers,
 - XIII. Details regarding the years/months completed with the current employer;
 - XIV. KYC: We shall seek a ‘one time access’ of camera for selfies/photos for the purpose of KYC and collect KYC documents; and

XV. Any other information as required by Lending Partners.

Other than as mentioned herein, We desist from accessing mobile phone resources like file and media, contact list, call logs, telephony functions and others or collecting any biometric data.

We may receive information related to your loan related transactions in cases where we are providing ancillary services to the Lending Partner as outsourced by the Lending Partners which we may further outsource to third parties, such as collection of loan dues.

- c. *Sharing of information:* We share such information with Lending Partners and third parties for collection of documents required for completing KYC for the purpose of the credit product you wish to avail.

We shall collect information for application processing as mentioned in this Clause upon seeking Your explicit consent, detailing the purpose of collection, and entities with whom such information might be shared. The consent form shall be provided to You at each stage of collection of such information by Us.

For details on Our Lending Partners, You may refer to website link of Our Lending Partners which we publish on Our Platform.

3. **Marketing and Promotional Campaigns**

- . By using the Platform and furnishing information about the Services, You hereby agree that You are interested in acquiring knowledge of and availing various products, services, offers, or campaigns that IFHL displays on its Platform, including but not limited to pre-approved loan provided by Our Lending Partners. You, while providing information, expressly consent to Us (including Our IVR, third-party marketing channels, and network of Lending Partners) contacting and communicating with You through SMS, call, e-mail, WhatsApp and/or other modes of communication and conducting follow-up calls in relation to the Services, i.e., for imparting credit product and Services knowledge, informing about promotional offers running on Platform and various other offers as provided by Our Lending Partners with respect to their products and services.
- a. *Information that We Collect:* Information collected as detailed under Clause 1(b) and employment related information as mentioned under Clause 2(b) shall be collected/utilised to provide Services enlisted in this Clause.
- b. *Sharing of information:* We share Your information with third parties and network of Lending Partners to enable them to contact You in relation to the marketing and promotional campaigns as detailed under this Clause 3.

4. **Customer support**

- . You may call or write to us for any customer support in relation to the Services provided by Us.

a. *Information that We Collect:* We collect the following information when you write to us or call us for support to improve Our Services:

- i. Information that You provide when You write to Us (including by e-mail) or provide Us over telephone, and
- ii. Recordings of telephonic conversations between You and Our call centre executives (who maybe third parties) for any query or assistance.

b. *Sharing of information:* We share Your information with third parties and Lending Partners to provide effective customer support Services

By writing to us or calling us, You provide Your express consent to Us to use the information listed in this Clause for purposes mentioned in this Clause.

B. **Cookies**

Cookies are small data files that a website stores on Your computer. We will use cookies on Our Platform similar to other lending marketplace websites/apps. Use of this information helps Us identify You, User behaviour, the products that the User browses on Our Platform, in order to make Our Platform more user friendly and to be able to provide You with information relating to credit products that may be of interest to You. We might also use this information to display advertising from third party companies. You will be provided with an option to decline cookies at all times but if You choose to do this it might affect Services provided to You.

C. **Your rights**

With respect to the information collected by Us to provide Services, You have the following rights available to You:

1. **Right to deny:**

You may deny providing any information required by Us, restrain Us from sharing information with Lending Partners or third parties (as the case maybe), deny storage of information or not provide Us the right to contact You.

2. **Right to withdraw consent with respect to use of information and right to be forgotten:**

You have the right to withdraw consent previously provided to Us with respect to Our usage of Your information and You have the right to require the Platform to delete/forget the data relating to You. Right to withdraw consent includes consent provided to Us previously for specific use of information, storing of information, sharing Your information with third parties and network of Lending Partners and consent to contact You.

Basis Your request, We shall purge the information provided by You if there is no legal requirement to retain such information.

However, we reserve the right to retain information to the extent required for below mentioned purposes:

- . Comply with applicable laws;
- a. Enforce Our legal rights; or
- b. To provide any information required by regulatory authorities investigating any fraud or illegal activities.

In addition to the above, if Your application for provision of loan facilities was sent to Lending Partner for processing or if You have availed any loan facilities from Our Lending Partner, the Lending Partner shall have the right to continue processing Your information to contact You regarding the application or till such credit facility has been repaid in full, along with any interest and dues payable and/or for such period as may be allowed under applicable law. The Lending Partner may require Us to retain information in circumstances when the Lending Partner has outsourced any services in relation to its credit products such as collection of dues to Us and in such cases, we will be required to retain Your information.

3. Right to rectify:

We urge You to review information provided by You. In the event that any information provided by You is inaccurate, incomplete or outdated, You have the right to provide Us with accurate, complete and up to date information and have Us rectify or amend such information at Our end immediately (not later than one (1) month from date of receipt of notification). We request You to ensure to always provide Us with accurate and correct information to help us provide effective Services to You. We disclaim all liability and responsibility for the authenticity of the information provided by You to Us.

Please be mindful that the Services provided to You may get affected or We may no longer be able to provide You Services if You exercise Your right to deny consent or Your right to withdraw consent or Your right to be forgotten or if You provide incorrect/inaccurate information.

D. Storage and security of information

We store and process Your personal information on Amazon cloud server and other cloud service providers. Some of the safeguards We use are firewalls and data encryption using SSL, and information access authorization controls. We use reasonable safeguards to preserve the integrity and security of Your information against loss, theft, unauthorised access, disclosure, reproduction, use or amendment. To achieve the same, We use reasonable security practices and procedures as mandated under applicable laws for the protection of Your information. We have a comprehensive documented information security programme and information security policy that contain managerial, technical, operational and physical security control measures. Information You provide to Us shall be

stored on Our secure servers located in India. The standards that We comply with to ensure the security of the information provided by You and processed by Us is the international standard of IS/ISO/IEC 27001 as mandated by the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. However, You understand and accept that there's no guarantee that data transmission over the Internet will be completely secure and that any information that You transmit to Us is at Your own risk. We assume no liability for any disclosure of information due to errors in transmission, unauthorized third-party access to our Platform and data bases or other acts of third parties, or acts or omissions beyond our reasonable control and You shall not be entitled to hold IFHL responsible for any breach of security. However, IFHL shall duly inform You if there has been any breach or unauthorised disclosure of the information as provided by You.

Except information collected under Clause A(2) or if any information is required to be deleted to be compliant with applicable laws, We retain Your information for as long as it is necessary for providing You the Services available on the Platform unless We receive Your request for deletion of information. On receipt of Your request for deletion of information, We will delete Your information in accordance with Clause C(2).

Notwithstanding any provision to the contrary, other than economic and income related information collected under Clause A(2), We do not store any information which is collected for purposes mentioned in Clause A(2) except basic minimal data that may be required to carry out Our operations. This however excludes, any information required to be retained due to relevance of information to any pending litigation or information that is otherwise required to be retained under any other law for the time being in force or information required to be retained due to instructions from Lending Partner in cases of an ongoing loan or pending credit card payments for collection of dues if outsourced to Us.

E. Confidentiality Agreement:

We may share Your data with third Parties for providing and improving Our Services, enforcing 'Terms & Conditions', and may use or assign Your information in the course of corporate divestitures, mergers, or to protect the rights, property, or safety of Us, Our Users, or others. Except requirement to share any information with regulatory or statutory authorities, We shall ensure that the third parties with whom we may share Your data are under a confidentiality agreement with Us for the provision of Services which inter alia restricts such third parties from further disclosing the information unless such disclosure is for the purpose as detailed under that confidentiality agreement. We shall also strive that the third party to whom information is transferred maintains the same level of protection that is adhered to by Us which in no case shall be less than the standards mentioned under

applicable laws. However, We are not responsible for any breach of security or for any actions of any third parties that receive Your personal information.

F. Grievance Redressal

If You have any grievance with respect to Your personal information, please write to the Grievance Redressal Officer (“GRO”), whose details are mentioned below:

Name: India Finance House Private Limited

Email ID: info@ifhl.in

Contact No: +91 22 62120441

Address: 603, A Wing, Prathamesh Tower, Raghuvanshi Mill Compound, Lower Parel, Mumbai, 400013

If You require any further information or clarification, You may also contact us at info@ifhl.in.

Please allow us time of 72 (seventy-two) hours to process Your request and take required action.

G. Phishing

“Phishing” usually occurs when users of a website are induced by an individual/entity into divulging sensitive personal information or personal information by using fraudulent websites and/ or e-mail addresses. In the event You provide information to a website or respond to an e-mail which does not belong to Us or is not connected with Us in any manner, You will be a victim of Phishing. We do not send e-mails requesting a User for payment information, user name or passwords.

H. Severability and Exclusion

We have taken every effort to ensure that this Policy adheres to applicable laws, rules and regulations. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy. This Policy does not apply to any information other than the information collected by IFHL through the Platform. This Policy shall be inapplicable to any unsolicited information, You provide Us through this Platform or through any other means. This includes, but is not limited to, information posted in any public areas of the Platform. All unsolicited information shall be deemed to be non-confidential and IFHL shall be free to use and/ or disclose such unsolicited information without any limitations.

I. No 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.

J. **Governing Law and Dispute Resolution**

This Policy shall be governed by and construed in accordance with laws and courts mentioned in the 'Terms and Conditions'.

K. **Applicability of local laws**

The Company is incorporated and registered under Companies Act, 2013 with its registered office at Mumbai, India. By browsing/using the Platform, You hereby acknowledge that IFHL is not responsible or liable in any manner to comply with any local laws of Your territory except India.