



BRMP LEASING & FINANCE PRIVATE LIMITED

PRIVACY POLICY

RECORD OF REVIEW

BRMP LEASING AND FINANCE PRIVATE LIMITED	
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1. INTRODUCTION

BRMP LEASING & FINANCE PRIVATE LIMITED (“**the Company**”) is a Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India (RBI) under the Non-Deposit Taking Base Layer category. The Company offers financial services to a diverse clientele, including individuals, MSMEs, entrepreneurs, and corporates.

This Privacy Policy is being formulated upon receiving approval from the Board of Directors. The Company are committed to safeguard the privacy and security of personal information collected and processed by us of our Users (as defined under section 3).

The Company is committed to protect your Personal Data. This Privacy Policy sets out the way in which we collect, use, disclose, transfer and store your Personal Data.

This Policy is framed and implemented for handling of or dealing in personal information including sensitive personal data or information of the Users from whom the Company collects or receives the information through digital platforms and processes such information in the course of offering or providing various products and services, either in person or via online digital channels. The Company intends to ensure that the Users are able to review and consent to the Policy before providing their personal information to Company.

This Policy applies to all Users who applies for, or intends to apply for, various products and services offered by Company through offline/online platforms including mobile application and websites. 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.

We are committed to protect your Personal Data through Reasonable Security Practices and Procedures in accordance with Applicable Laws. Should you choose to provide and thereafter not to continue providing us with the consent for the requested Personal Data, we will be unable to offer you our Services.

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.

You are advised to read the Policy carefully and accept the terms of this Policy before using the Services offered by us. By accessing and using our Platform directly or indirectly, you signify that you have read, understood and agree to be bound by this Policy. This Policy shall be enforceable against you in the same manner as any other written agreement.

2. REGULATORY CONTEXT

This Policy is formulated in accordance with the applicable legal and regulatory framework governing Non-Banking Financial Companies – Investment and Credit Companies (NBFC-ICC), and takes into account the following statutory and regulatory instruments, as amended from time to time (collectively referred to as "Applicable Laws"):

- Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, including the instructions on *Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs*, as applicable to NBFC-ICCs issued under notification no. RBI/DOR/2023-24/33 DOR.GOV.REC.No.28/21.06.001/2023-24 dated May 19, 2023;
- Reserve Bank of India (Outsourcing of Information Technology Services) Directions, 2023, issued vide Circular No. RBI/2022-23/167 DOR.IT.REC.44/21.07.001/2022-23 dated April 10, 2023;
- Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016, issued vide Notification No. RBI/DBR/2015-16/18 Master Direction DBR.AML.BC.No. 81/14.01.001/2015-16 dated February 25, 2016;
- Information Technology Act 2000;
- Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011;

3. DEFINITIONS

- a. **Affiliate(s):** shall mean with respect to the Company, any person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Company including its subsidiaries and associate companies.
- b. **Company:** refers to BRMP Leasing & Finance Private Limited, incorporated under the provisions of the Companies Act, 1956 and registered under Companies Act, 2013 as amended from time to time and registered with Reserve Bank of India to carry on the business of loans and finance in India. Also, referred as 'we', 'us' or 'our' in this Policy.
- c. **Company & Service Provider(s):** refers to the Company & its group companies that is either providing, or intends to provide, the User interalia loans or other services and/ or possessing Customer Data. Such service providers shall also include verification agencies, collection agencies or other service providers/ vendors engaged by Company.
- d. **Cookies:** means a small file placed on your device by our website or mobile application when you either visit or use certain features of our website or mobile application, which allows a website or application to remember your actions or preference for a certain period of time.
- e. **Customer Data:** refers to the personal, demographic, family related, business, credit and financial information/ data of the User as mentioned below.
- f. **Data:** means and includes a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts, magnetic or optical storage media, punched cards, punched tapes) or stored

internally in the memory of the computer; and with respect to credit institutions or a credit information company, means such facts which are collected by or furnished to them, in respect of a borrower or a client, as the case may be, and forms part of the credit information relating to such borrower or client, which is maintained, disseminated and used by them in accordance with the provisions applicable laws.

- g. **Device Data:** means the data obtained from the mobile/ laptop/ desktop device of the User while accessing the Digital Platform of the Company and includes digital platform usage data (e.g., traffic volume, crash logs, diagnostics, page views etc).
- h. **Digital Platform:** refers to the website (www.https://brmp.co.in), of the Company solely or jointly operated by Company with any of its business partners for providing various products and services to User.
- i. **KYC:** shall mean Know Your Customer.
- j. **Lending Partner:** means such RE providing its products and Services (including loan) on the Platform as part of its contractual agreements with us.
- k. **Policy:** refers to Privacy Policy.
- l. **Lending Service Provider:** means an agent of an RE who carries out one or more of lender's functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring, recovery of specific loan or loan portfolio on behalf of REs in conformity with extant outsourcing guidelines issued by the Reserve Bank of India.
- m. **Personally Identifiable Information (PII):** is information that can be used to uniquely identify an individual such as name, password, age, gender, residential address, email address, telephone/ mobile number, income, employment details, financial information, credit info, photographs, and other personal information.
- n. **Processing in relation to personal data:** means a wholly or partly automated operation or set of operations performed on digital personal data, and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction;
- o. **Reasonable Security Practices and Procedures:** means security practices and procedures designed to protect such information from unauthorized access, damage, use, modification, disclosure or impairment, as may be specified in an agreement between the parties or as may be specified in any law for the time being in force and in the absence of such agreement or any law, such reasonable security practices and procedures, as may be prescribed by the Central Government in consultation with such professional bodies or associations as it may deem fit.
- p. **Regulated Entities or REs:** means all commercial banks, primary (urban) co-operative banks, state co-operative banks, district central co-operative banks; and non-banking financial companies (including housing finance companies).
- q. **Representatives:** means the personnel employed or otherwise engaged by the Company for the purpose of their respective businesses.
- r. **User refers to:**
 - (i) the customers or applicants who have availed, or intends to avail, various products and services from Company
 - (ii) the employees or applicants for the employment/ work assignment in Company.

Also, referred as 'you', 'your' or 'customer' in this Policy.

All references to "you" shall also include any other persons you are authorised to and required to provide consent for.

4. INFORMATION WE COLLECT

We collect, transmit, and store personal data about you after obtaining your consent, to provide you with, or in connection with, our Services. Please note that we only collect and process Personal Data in a need-based manner to provide you with the Services. Such Personal Data includes:

- a. Identity and profile-related information:** This encompasses information such as your first, middle and last name, username or similar identifiers, gender, title, photos, educational qualifications, location and employment details. This information helps us in the creation of your profile, undertaking KYC, assessing your eligibility for a loan and provide you with customised support in case of issues.
- b. Contact information:** This includes your email addresses, phone numbers, and residential address. With your consent, we may also gather and store information about individuals in your contact list with whom you would like to share certain transactions.
- c. KYC information:** This includes government-issued officially valid documents such as PAN card, voter ID, Goods and Services Tax ("GST") details, ration card, voter identification card, Aadhaar card, driver's license, Udhyam information, etc. and any other document prescribed under the Applicable Laws from time to time. This data is only collected if you opt for a loan through our Platform. These accesses are for the purpose of on-boarding / KYC requirements. We ensure that your Aadhaar card is stored in a manner specified under Applicable Law.
- d. Aadhaar information:** We may also collect your Aadhaar number for verifying, authenticating and / or updating your Aadhaar number in accordance with the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 solely for the purpose of facilitation of loan to you. Collection of your Aadhaar details is not a mandatory requirement for availing our Services unless required under any Applicable Law. We ensure that your Aadhaar number shall be disclosed only with your consent, and in a manner specified under Applicable Law.
- e. Transaction information:** This comprises details of transactions that occur through the Platform or are related to the Services. For instance, it may include services you've requested or confirmed through the Platform.
- f. Credit information:** With your express consent, we collect information from credit information companies and Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") to help us with customer due diligence.

- g. Data from SMSs:** With your consent, we collect, transmit, and store SMS data from your phone to assess your financial situation, analyze cash flow, credits, income, and spending patterns.
- h. Financial data:** This encompasses your credit history, income information, loan application and payment details, bank account information, income tax returns information, salaries, bank statements, etc. This data is collected for the purpose of establishing your credit-worthiness.
- i. Marketing and communications data:** This includes your preferences regarding marketing messages from us and third parties, as well as your communication preferences. We may use third-party advertising companies to serve advertisements when you visit our Platform. These companies may use information about your usage preferences and about your visits to this and other websites in order to provide advertisements about goods and services that may interest you. In the event you choose to interact with their advertisements and are redirected to their websites, you will be complying with their respective terms and conditions. the Company will not be responsible for product and services of such websites and is also not responsible for their privacy practices, as the Company does not own, manage or control such websites.
- j. Device data:** This involves IP addresses, browser types, time zone settings, operating systems, and device information. We securely collect, transmit, and store this data on our server. We do not access your mobile phone resources such as call logs, telephony functions, and files & media except for the purpose of on-boarding you as our customer and / or for KYC requirements. We do not collect your biometric data. However, we may access your camera, microphone, location (fine and coarse GPS data), or any other facility solely for the purpose of onboarding or KYC checks, after obtaining your explicit consent.
- k. Usage data:** This consists of information about how you use our Platform. We collect information about your device to provide automatic updates and additional security so that your account is not used in other people's devices. In addition, the information provides us valuable feedback on your identity as a device holder as well as your device behavior, thereby allowing us to improve our products interaction, quality of services and provide a personalized user experience to you.
- l. App data:** We collect, transmit, and store information about installed applications. Specifically, we use the package name of each installed application to assess creditworthiness and provide personalized offers for various financial services like loans, insurance, mutual funds etc. This data also aids in research and marketing efforts.
- m. Data from Affiliates:** the Company will have arrangements from time to time with Affiliates of the Company to jointly develop and run statistical models based on the customer information available with such Affiliates. We may collect information & data which such Affiliates have collected from you from time to time.

We may also obtain your Data from independent third parties, as governed by their

respective privacy policies, including our Lending Partners, Partners, payment partners, technology providers, e-commerce platforms, payment aggregators, payments systems, payment service providers and financial institutions, fraud prevention agencies, independent service providers and, our Affiliates etc.

5. HOW AND WHEN DO YOU CONSENT

The Company only collects Data from Users in accordance with the explicit consents obtained from such Users and after informing them about the consequences of refusing to provide Personal Data or withdrawing consent for the identified purposes. The Company maintains an auditable record of such consents granted, modified or withdrawn. This Privacy Policy also covers the terms of the consents granted by you to the Company for the Personal Data submitted by you.

All information provided by you (including Personal Data) is purely voluntary. You may also withdraw or modify your consent to collect / provide / share / process the information (including your Personal Data) by communicating to the email ID given below in writing. However, in such instance, (i) you may not be able to access some or all of the features or pages of the digital platform / applications; (ii) you may not be able to avail some or all of our Services; or (iii) if you have already availed our Services, such Services may be withdrawn, curtailed or cancelled as per the terms thereof upon such withdrawal or modification of consent.

The Company ensures that an appropriate data privacy commitment is provided to the Users and their express consent for seeking, collecting, storing, utilizing and sharing their Personal Data is obtained at the time of or before collecting their Personal Data including any sensitive Personal Data either by the terms of this Privacy Policy or otherwise.

When you register to receive marketing communications from us, fill in one of our forms (whether online or offline), contact us or otherwise expressly provide us with your Personal Data, we may collect and store any Personal Data that you provide to us and may use it to personalize and improve your experience on our digital platforms or any other online or offline mode, provide Services you request from us, and carry out profiling and market research.

6. STORAGE OF CUSTOMER DATA

We use Cookies, cache pixels and similar technologies to receive and store certain types of information of the User. This information helps us to make improvements to our content and helps us provide you a better navigation experience on our platforms. Our backend servers and / or Partners who provide analytic services, collect inter alia IP addresses, operating

system details, browsing details, device details and language settings. This information is processed to inter alia estimate the number of visits, average time spent on our platforms, and nature of pages viewed.

The Personal Data collected from you is stored at our secured backend servers and cloud servers situated in India under our control. We have taken reasonable and appropriate steps to protect the information you share with us, including, but not limited to, physical security controls, equipment, software, and technical security controls such as encryption to prevent unauthorized access, use or disclosure of personally identifiable information.

We shall only collect the above-mentioned information on a need basis strictly for the purpose of providing you with the Services.

7. SECURITY OF YOUR PERSONAL DATA

(a) We require the third parties we engage with for the purposes of our business, by contract or otherwise, to only process your Personal Data shared with them in accordance with our instructions and as necessary to perform services on our behalf or in compliance with Applicable Laws.

(b) We also require such third parties to safeguard the security and confidentiality of such Personal Data to which they receive access, by implementing sound, appropriate and adequate confidentiality, technical and organizational security measures. The User however must note that the Company cannot personally ensure compliance of these measures by the third parties and therefore cannot be held liable for breach of such requirements at the level of such third parties to the extent permissible by Applicable Laws.

(c) the Company uses procedural and technical safeguards to secure your Personal Data from unauthorized access and use, alteration and destruction.

(d) In addition, access to your Personal Data is limited to only those Representatives, agents, contractors and other third parties who have a need-to-know. They will only process your Personal Data on the Company's instructions and are subject to a duty of confidentiality.

(e) the Company will protect your Personal Data against unauthorized use, dissemination or publication in the same manner in which the Company would protect its confidential information of like nature, all in compliance with applicable laws.

(f) We shall use technical, organizational and industry appropriate measures (including measures to deal with any data breach) to safeguard your Personal Data. If you suspect any misuse or loss or unauthorized access to your Personal Data, please let us know immediately by contacting us by e-mail on the ID set out below.

8. RETENTION OF PERSONAL DATA

The Company shall not retain the Personal Data longer than the reasonable period necessary for us to deliver our services or permissible under Applicable Laws. Your Personal Data may however be retained for a longer period where we need such information for legal, regulatory, accounting, processing or other legitimate purposes which may include but not be limited to filing / addressing complaints, responding to any queries raised by any of our regulators / customers / governmental bodies and defending any legal claims.

Upon your written request sent at the email ID set out below, to the effect of requesting us to delete all your Personal Data, we will undertake all reasonable actions, legally mandated to us as per Applicable Laws, to delete and no longer store your Personal Data with us. The User must however note that by previously consenting to the sharing of the Personal Data (including to third parties), the User has made itself aware that the Company may not be able to enforce such deletion request upon such varied third parties and is not responsible nor liable for the deletion of your Personal Data by such third parties.

9. USE OF CUSTOMER DATA

Having accurate information about you permits the Company & Service Providers to provide you with smooth, efficient and customized experience. The personal information of User may be provided to, and used by, Company & Service Providers in the course of:

- i. the creation of a user account for the Digital Platform.
- ii. applying for, or availing, various loans, insurance and services from, or through, Company & Service Providers;
- iii. for credit verification, credit scoring, reference checks, verification of User income and bank account (customer name, bank name, IFSC Code and credit/ debit transactions' information), automated processing of the loan applications, loans collection, and complying with AML & KYC (Anti Money Laundering & Know Your Customer) regulations required under the Applicable Laws.
- iv. for data analytics, data profiling and other legitimate interests, which will help us understand your needs and to help us improve our services.
- v. for disbursing and receiving payments for the loans, products and other services provided from, or through, Company & Service Providers and sending communications/ reminders about such disbursements/ repayments.
- vi. personal interactions with the authorised representatives of Company & Service Providers, online and electronic interactions viz. websites, mobile applications, text messaging or social networks of Company & Service Providers (i.e. while using the Digital Platform) in relation to the products and services provided by or through

Company and/ or its business partners or service providers, for imparting product knowledge, offering promotional offers, insurance products including life insurance, health insurance or general insurance, & various other offers offered by its partners, and such phone calls, SMS, etc., shall not be covered under the purview of “DO NOT DISTURB” policy of the Telecom Regulatory Authority of India (TRAI).

- vii. marketing campaigns and interaction with online targeted content (such as advertisements) that Company, or its service providers on behalf of Company, provide to you via third party websites or applications to improve services to the Users and to keep Users updated about new products or other information that may be of interest to such Users.
- viii. sharing of the User Data to third parties with your prior consent who may approach/ contact you to provide attractive offers to you by way of advertisements campaigns, information circulation etc.
- ix. sharing of information with manufacturers to provide interest subsidy to Users availing loans/ finance from Company for purchase of products either at no or lower rate of interest.
- x. arrangements with other service providers who are possessing Customer Data and providing, or intends to provide, its services to User(s).
- xi. sharing, obtaining and/ or disclosing any aspect of your personal, biometric, demographic, business, credit and financial information/ data to any credit information company, financial institution, Reserve Bank of India (“RBI”), NSDL e-Governance Infrastructure Limited (NSDL e-Gov), Central Know Your Customer Registry, any other authority/ law enforcement official for purposes such as identifying or locating a suspect, complying with a court order/ warrant and other law enforcement purposes
- xii. Verification of your Aadhaar, including your demographic information, through such means as may be approved by Unique Identification Authority of India/ RBI, from time to time, for the purpose of verifying your identity and address in compliance with Know Your Customer (“KYC”) Norms issued by RBI for obtaining loans and services from/through Company and its lending partners. You confirm you are aware of the alternative documents which may be submitted by you, as also available on Company website for the purpose of your identity and residential address verification.
- xiii. To carry out market research so that we can improve the Services we offer.
- xiv. To assess your eligibility for our Services and provide you with such Services which you may have shown interest in or requested for.
- xv. To carry out our obligations arising from any contract entered into between you and us.
- xvi. To help investigate violations of our terms of use or to defend against legal claims.

10. DISCLOSURE AND TRANSFER OF CUSTOMER DATA

The Company may share your information (including the Personal Data) with third parties including but not limited to Lending Partners, Company's Affiliates, vendors, service providers, data processors, banks, financial institutions, credit bureaus, Central KYC Registry, investigating authorities, law enforcement agencies, telecommunication companies, and statutory bodies for customer verification, personalization of Services, credit rating, data enrichment, marketing or promotion of the Services of the Company, its Lending Partners or of any other service provider. However, such sharing and disclosure is subject to your explicit prior consent.

We may share your information with Company & Service Providers only to the extent necessary to provide or facilitate the activities in relation to the services you consented to or signed up for.

The Company may also release Customer Data to comply with court orders or Applicable Laws that require us to disclose such information without seeking your prior or express consent. In the event of a reorganization, sale or merger, we may transfer Customer Data (including personally identifiable information) to the relevant third party as required by law.

The Company will endeavour to take all reasonable steps to ensure that the confidentiality of such data is maintained by imposing strict confidentiality standards on all the private and non-statutory third parties to whom it discloses such information. Such third parties shall also be required to safeguard the security and confidentiality of the Personal Data they access and process by implementing appropriate technical and organizational security measures and confidentiality obligations.

The Company may be required to disclose your Personal Data to statutory authorities or other persons in connection with any legal process that may be initiated by such authorities in accordance with Applicable Laws, or for any risk mitigations purposes undertaken by us. However, this does not include selling or otherwise disclosing your Personal Data for commercial purposes in violation of this Privacy Policy and Applicable Laws.

We shall disclose your KYC data to the relevant regulatory authorities as a part of our statutory audit process.

The Company is strongly committed to protecting the privacy of the Users and has taken all necessary and reasonable measures that commensurate with the information assets being protected to ensure confidentiality of the Customer Data and its transmission and it shall not

be held liable for disclosure of the confidential information when in accordance with this policy or in terms of the agreements, if any, with the Users.

If the Company wants to use or disclose your personal data for a purpose that is not discussed in this Privacy Policy, the Company will ask for your consent.

Additionally, the Company may contact persons to ask for additional information about our customer who named such persons as his/her reference person, to verify the information provided in the customer's application, and/or other information such as the customer's new address and/or new contact number, in the event that we have an important information for the customer (for example, if the customer defaults on his/her payment obligation to us) and we are unable to reach the customer using the contact information that he/she provided to us.

If you choose to utilize the Services offered by us, our Lending Partners / Partners, we may share your Personal Data with such Lending Partners / Partners. Lending Service Providers or Third Parties are also bound by a contractual obligation to ensure confidentiality of shared data and to comply with various technology standards/ requirements on cybersecurity stipulated by RBI and other authorities, as may be specified from time to time. Details of Lending Service Providers (where and as applicable) allowed to collect Data through the web based or mobile application is as available on the website of the Company.

11. USER'S RESPONSIBILITIES

The User understands and agrees that no joint venture, partnership, employment or agency relationship exists between the User and the Company on account of use of the Digital Platform. The content (material, information, data, news items, software, text, images, graphics, video and audio etc.) contained on the Digital Platform is provided for general information only and should not be used as a basis for making business/commercial decisions (including investment decisions). User is advised to exercise due caution and/or seek independent advice before entering into any arrangement or financial obligation based on the content contained on this Digital Platform. Products and services are available only at the discretion of Company, subject to the individual contractual terms and conditions of products and services on which they are offered, and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations.

Use of the products or services described at the Digital Platform may not be permitted in some geographical locations and if in doubt, User should check either with the local regulator

or authority or with Company before requesting further information on such products/ services.

To obtain loans or to avail other services from Company from time to time, the User has to create an account (“**User Account**”) with us by registering himself/ herself. You are solely responsible for maintaining the secrecy of your user id and password for the User Account and shall be responsible for all activities that occur in connection with your User Account. In case of any unauthorized use of your User Account the same shall be intimated to us. You shall not create multiple User Accounts and shall not use your User Account for any purpose that is unlawful, illegal or forbidden by law.

As a consideration for availing loan/ service through the Digital Platform, you may be required to pay certain fee, charges, interest or cost as may be applicable as mentioned in our Digital Platform or as per the terms for respective products and services as prescribed by us.

You understand that application of loan/ service through online means is dependent on technical factors which inter alia includes your connectivity to internet, your ability to make payment through online means which in-turn is depended on payment services from your bank or similar service providers, capability of the computer or phone which you use for the purpose, your careful approach in reading the terms, understanding the same and following the process.

You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Digital Platform.

For the purpose of creating the User Account through the Digital Platform:

1. You shall not impersonate any person or entity or falsely state or otherwise misrepresent age, identity or affiliation with any person or entity.
2. You have valid email address and valid mobile number where you want to receive OTP and other communications from Company.
3. You have read and understood the Privacy Policy as well as general terms and conditions for obtaining loans from the Company.
4. Your desktop/Laptop, mobile device should have:
 - a. Supported Resolutions: 1366 x 768,1536*864,1920*1080 (Desktop), 360*800,360*760,393*873 (Mobile); Best viewed on 1366 x 768,360*800

- b. A working internet connection having HTML supported Web Browsers: Chrome 55+, Firefox 49+, Edge (Latest version) or Mobile Browsers: Latest version of Chrome, Firefox, Microsoft Edge
- c. Latest version of Adobe Reader: <https://get.adobe.com/reader/>
- d. A web camera
- e. Application supports the following Android OS versions (7.0+) and IOS (13.0+)
- f. Mobile phone screen resolution in portrait mode only. We do not support large screen sized devices like tablets.

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 for unlawful purposes.
- c. Harvest or collect information about Platform's 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.

12. USER'S RIGHTS

You have the following rights regarding your personal data:

- a. **Right to access:** You also have the right to seek the following information:
 - i. A summary of personal data which is being processed by us and the processing activities undertaken by us with respect to such Personal Data;
 - ii. The identities of all other entities with whom the Personal Data has been shared by us, along with a description of the Personal Data so shared; and
 - iii. Any other information as prescribed under Applicable Laws.

- b. **Right to review your Personal Data:** We provide you with reasonable access to view and review your Personal Data and request correction and deletion where appropriate. In order to protect your privacy, we will take reasonable steps to verify your identity before granting access to your Personal Data. When we process your Personal Data, we do so with your consent.
- c. **Right to Deny/ Revoke Consent for Using Personal Data-** When you are asked to provide Personal Data, you may choose to decline. You may also withdraw your consent previously provided at any point in time. However, declining to give consent or withdrawing consent may affect the Services. Withdrawal of consent with respect to any Personal Data shared within any Partners / Lending Partners will be governed by their respective Privacy Policies.
- d. **Right to Delete-** You may request that your Personal Data be deleted. You may also let us know if you would like to port your data or would like a copy of the Personal Data which we hold about you. In the event we are unable to service your requests of the above nature (owing to regulatory obligations, or otherwise), we will provide you with a reasoned response in such a case.
- e. **Right to Amend or Supplement-** You have a right to request that we amend your personal data that you believe is incorrect or incomplete. You must make a request to amend in writing and include the reasons you believe the information is inaccurate or incomplete. We may deny your request if we do not have the information, if we did not create the information, if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.
- f. You can choose not to receive marketing emails from us by clicking on the unsubscribe link in any marketing email.
- g. You may choose to opt out of 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 and / or other purposes.
- h. You may also nominate, any other individual, who shall, in the event of your death or incapacity, exercise your rights in accordance with Applicable Laws.
- i. If you have any concerns or grievances, you may write to our grievance redressal officer, identified at the end of this Privacy Policy.

- j. You also have the right to file complaint to the relevant regulatory authorities in connection with the protection of your Personal Data, details thereof will be made available post notification by the Government.

For the avoidance of doubt, it is further clarified to the Users that –

- The exercise of the aforesaid rights does not invalidate any previous processing that Company has performed in accordance with consent originally given.
- The User may choose not to avail the loans, insurance, products or services from the Company & Service Provider, or terminate the existing relationship with the Company & Service Provider, as the case may be, if the User does not agree to provide/ disclose requisite PII with the Company & Service Provider.
- The aforesaid rights may not be accepted by Company where the use/ sharing of data is necessitated for adhering the compliance with Applicable Law, order/ direction of appropriate authority, regulatory body or Court of Law or for the purpose of recovering the outstanding amount towards the loan, product or services availed by the User.

13. USER'S CONSENT

Your consent is sought by way of this Privacy Policy in order for us to share the Personal Data as described above. You are required to read through and acquaint yourself with this Policy prior to applying for loans/ services/ facilities/ value-added services or proceeding to use/ access. By accepting the terms of this Privacy Policy, you provide your consent to that effect. In case you disagree with the Privacy Policy, you shall leave the Digital Platform and refrain from visiting it in the future.

By providing, or permitting access of, the Customer Data to Company, you give your express consent to the fact that your Customer Data will be maintained and processed by Company for various purposes described in Privacy Policy.

You acknowledge that the Platform has duly collected the information with your consent, and you have the option to not provide such information or deny consent for use of specific information or revoke the consent already given. However, any withdrawal of such Personal Data will not be permitted if any Service availed by you is active. Where consent has been withdrawn the Platform does not guarantee or be liable for providing such Service.

By using our Digital Platform, you agree that you shall not:

1. use our Digital Platform for spamming or illegally interfere with security, integrity, networks connected therewith and operation related features of our Digital Platform or features that enforce limitations on the use of Digital Platform;

2. infringe ours or any third party's intellectual property rights, rights of publicity or privacy;
3. post or transmit any message data, image or program which violates any law or which is libellous, defamatory or which discloses private or personal matters concerning any person;
4. refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to us;
5. upload any content that constitutes negligent advice or contains any negligent statement or instructions, an incitement to commit or promote a crime or criminal activity; or any content which is in contempt of any court, or in breach of any court order or any law for the time being force or threatens the unity, integrity, defence, security or sovereignty of any country, or public order;
6. use the facilities and capabilities of Digital Platform to conduct or solicit the performance of any illegal or unauthorised activity (including hacking, cracking or defacing any portion of the Digital Platform) or other activity which infringes the rights of others;
7. breach these terms or any other policies which we have; and
8. use Digital Platform to collect or obtain personal information, including without limitation, personal information about other users of our Digital Platform.

14. LIMITATION OF LIABILITY

The Digital Platform may offer links to sites that are not under the Company's control. If the Users visit any of these linked sites, they should review each site's terms of use. Specifically, Company does not assume any responsibility for any obligations of any persons who offer, provide or mediate services or goods on such linked third-party sites. The Company is neither responsible for the policies and practices of other companies nor for the contents of linked third-party sites. We recommend that the User reads the privacy policy and terms of website use of each such site to find out how they protect the User's Data.

The Digital Platform may contain advice/ opinions and statements of various professionals/ experts/ analysts, etc. The Company does not represent/ endorse the accuracy, reliability of any of the opinions/ statements/ information by such person. Reliance on these statements shall be at the risk of the User of this Digital Platform. The Company does not guarantee the accuracy, correctness, completeness, timeliness or availability of this Digital Platform's contents and/or services and does not accept any responsibility (e.g. towards the Users of the Digital Platform) in this respect. It is the responsibility of the User of this Digital Platform to independently verify and evaluate the accuracy, completeness, reliability and usefulness of any opinions, services or other information provided on this Digital Platform.

Unless otherwise specified, no information sent to any User through this Digital Platform or available on this Digital Platform shall constitute any representation or warranty by Company, or its subsidiaries or affiliates regarding the creditworthiness, financial performance or prospects, solvency, or viability of any company or other legal entity or the business carried on by such entity.

The User is fully liable for any risk for his use of this Digital Platform and Company does not assume any responsibility or liability for such risk. The Company, its subsidiary companies, its affiliates, and their directors and employees (Entities) 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 use of this Digital Platform by any User or any linked 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 this Digital Platform, its contents or associated services, or due to any unavailability of the web site or any part thereof or any contents or associated services even if the entities are advised of the possibility of such damages, losses or expenses.

Due to the nature of the internet transactions, use of or access to the Digital Platform may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. The Company is not liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions you send.

By accepting this Policy or using the Digital Platform or by expressing intent or by making application for availing any loan or services, you confirm that you have understood the intricacies, the related risks and the process, you also confirm the aspects mentioned aforesaid are beyond control of Company. Hence, any of your acts will be at your choice and discretion and therefore you disclaim us from claim or damages suffered by you or for loss of profit.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in all material presented on the Digital Platform (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this Digital Platform are the property of Company and/ or its affiliates and/ or third parties who have an arrangement with Company to provide services to the User. The User is further required to observe Company's copyrights of this Digital Platform and, furthermore, to observe the third parties' rights to material and text posted by Company on the Digital Platform (including, but not limited to, trademarks, logos etc.) but owned by third parties

and which is under the protection of appropriate laws on the protection of intellectual property rights.

You do not have the right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the services. We neither represent nor warrant that your use of materials displayed at the Digital Platform will not infringe rights of third parties.

16. BREACH OF THE PRIVACY POLICY

Without prejudice to our rights under this Policy, if you breach these terms & conditions and in any way, or if we suspect that you have breached these terms & conditions in any way, we may (i) send you one or more formal warnings; (ii) temporarily suspend your access to Digital Platform; (iii) permanently prohibit you from accessing Digital Platform; (iv) block the device using the IP address or International Mobile Equipment Identity Number from accessing Digital Platform; (v) contact any or all of your internet service providers and request that they block your access to Digital Platform; (vi) commence legal action against you, whether for breach of contract or recovery of amounts due or damages or otherwise; and/or (vii) suspend or delete your account on Digital Platform.

The User herein agree to indemnify and hold Company harmless from and against any and all claims, action, liability, cost, loss, damage, endured by us by your access to the Digital Platform.

17. AMENDMENTS

We reserve the right to amend this Privacy Notice at any time in the future. After an amendment is made, the revised Privacy Notice will apply to all personal data that we maintain, regardless of when it was created or received. We will keep a copy of the current Privacy Notice posted in our website. The updated version of our terms will be effective as soon as they are accessible, and you are deemed to have accepted the terms of the updated Privacy Policy immediately. Hence you are requested to go through this Policy statement on a regular basis.

18. DISPUTE RESOLUTION AND GOVERNING LAW

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

19. 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.

20. GRIEVANCES

For any query or complaint regarding confidentiality and sharing of your User Data or if you believe that your Personal Data is not handled in accordance with the Applicable Laws or this document, suggestion for improvement of this policy, you may contact-

Name of the Grievance officer - Adhir Kuntawar

Email address - gro@brmp.co.in

*****End of Policy Document*****