

## PRIVACY POLICY / STATEMENT

**Growth Source Financial Technologies Private Ltd.** a company registered under the Companies Act, 2013, and having its registered office at 101 B & C, 1st Floor, A Wing, Fortune 2000 Building, Plot No. C-3, G Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai 400 051. (hereinafter referred to as “**Company**” or “**We**”) owns, manages and operates this platform under the brand name ‘**Sakshara**’.

### 1) **Commitment of the Company**

The Company intends to protect Your privacy when You use the Company's Digital Platforms, i.e. Website. For the purpose of this Privacy Policy, Website means and includes the Website ([www.sakshara.com](http://www.sakshara.com)) and Mobile Application. This Privacy Policy/ Statement (“**Policy**”) explains how We collect, use, share, and safeguard Your information when You use Our Digital Platforms. This Policy has been formulated based on the provisions of Information Technology Act, 2000, Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information), Rules, 2011 (“**Rules**”).

### 2) **Your acknowledgment and consent**

By visiting and accessing Our Digital Platform(s) including this platform You agree to be bound by the terms and conditions of this Privacy Policy/ Statement. If You do not agree please do not use or access Our Platforms.

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

This Policy applies to the information We collect through Our Digital Platform(s), in email, text and other electronic communications sent through or in connection therewith (collectively “**User Information**”). When You submit User Information on Our Digital Platform(s), it shall be deemed that You have granted Us the right to collect, store, process, handle and use such User Information, in accordance with this Privacy Policy (as amended from time to time).

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

**When You use Our Digital Platforms, You are expressly agreeing to and consenting to the terms of this Policy and, by any use of Our Digital Platforms, You will deemed to have given Your consent for the processing of Your Personal Data as set out in this Policy.**

### 3) **Definitions for the purpose of the Privacy Policy:**

- “**Biometric Information**” means information such as Your fingerprint, etc. that You choose to provide to Us for authentication and fraud prevention purposes. We will not collect Your biometric information without Your explicit consent.
- “**Company**” or “**We**” or “**Us**” or “**Our**” shall mean Growth Source Financial Technologies Private Ltd., its group companies and their service providers.
- “**Cookies**” are bits of electronic information that can transfer to Your hard drive, mobile device, or other device to keep records of Your use or visit to Our Digital Platform.
- “**Device Information**” means unique device identifier such as IMEI number, contact lists (in some cases), technical Data about Your computer and mobile device including details regarding applications and usage details.
- “**Digital Platform(s)**” shall mean this website, the Company's website, mobile applications, online services and other digital/ electronic media.

- **"Log Files"** are files that anonymously log actions that take place on a website.
- **"Location Information"** means information that may be collected by certain mobile applications that identifies Your physical location. This information may be collected from Your mobile device's location-aware features when You request certain services that are dependent on Your physical location.
- **"Miscellaneous Information"** means information that cannot reasonably be used to identify a particular individual. Examples may include information about Your Internet browser, IP address, information collected through tracking technologies, demographic information that You provide to Us and aggregated or de-identified data.
- **"Other Information"** shall mean various remaining information including those relating to Your occupation, details of employment/ business/ profession, Your financial situation, type of business relationship, Your financial statements, income, expenditure, repayment capacity, proofs of income proof, bank statements, income tax returns, salary slip, source of income, contract of employment, debit card/credit card details, Your other bank account details, KYC documents i.e. identity proof, address proof, signature, etc.

The **Other Information** will also include the information provided, uploaded, shared by You through Our Digital Platforms and such information shall include, *inter alia*, your Personal Information, details of Institution, government and business related approvals/ consents/ licenses, tax certificates, invoices, reviews, photographs, comments, lists, followers, the users You follow, current and prior purchase or browsing details, contact or notification information, and other information available/ accessible to the Company.

- **"Personal Information"** or **"Personal Data"** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with the Company, is capable of identifying such person. It also refers to data that identifies (whether directly or indirectly) You, such as information You may provide on Our forms, surveys, online applications or similar online fields. Examples may include Your name, previous names, postal address, email address, gender, marital status, telephone number, domicile, nationality, PAN number, date of birth or account information etc.
- **"Sensitive Personal Data/ Information"** of a person means such personal information which consists of information relating to:
  - (i) Password;
  - (ii) Financial information such as Bank account or credit card or debit card or other payment instrument details or loan & its repayment details;
  - (iii) Physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history;
  - (iv) Sexual orientation;
  - (v) Medical records and history;
  - (vi) Biometric information;
  - (vii) Any detail relating to the above clauses as provided to the Company for providing service; and
  - (viii) Any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.

However, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these rules.

- **"Use of Our Digital Platforms"** shall mean visiting any Digital Platforms owned and/or controlled by us including to access Your accounts, conducting/ authorising transactions through electronic

mode etc.; viewing or clicking on Our ads on third-party sites that re-direct You to Our Digital Platforms; interacting with us on third-party sites, etc.

- “**You**” or “**Your**” shall mean the prospective and current customers of the Company and visitors to the Our Digital Platforms (including their representatives).

**4) We may collect the following data/ information belonging to You:**

- (a)** Your Personal Data/ Information *(pls. refer to the definition given under the Definitions)*.
- (b)** Your Sensitive Personal Data/ Information *(pls. refer to the definition given under the Definitions)*.
- (c)** Your Miscellaneous Information *(pls. refer to the definition given under the Definitions)*.
- (d)** Your Location Information *(pls. refer to the definition given under the Definitions)*.
- (e)** Your Other Information *(pls. refer to the definition given under the Definitions)*.
- (f)** Generation and storing Password or One-Time password based on Your request on Our Digital Platform(s).
- (g)** Your PAN details, copy/ details of Identity Proof & Address Proof and photograph(s).
- (h)** Financial data and transaction data pertaining to You collected from Credit Information Companies, Your bankers & lenders and Our partnering merchants.
- (i)** Social relationships detail such as Your father’s name, spouse’s name and mother’s name.
- (j)** Your Device Information *(pls. refer to the definition given under the Definitions)*. It shall also include Unique mobile device identifier (e.g. IDFA or other device IDs on Apple devices like the iPhone and iPad), if You are using Our Digital Platform(s) on a mobile device, We may use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize You. Unlike cookies, mobile device IDs cannot be deleted from records. We may share it with advertising companies, and they may use device IDs to track Your use of Our applications, track the number of advertisements displayed, measure advertising performance and display advertisements that are more relevant to You. We may also share it with analytics companies which may use mobile device IDs to track Your usage of Our applications/ Platforms.
- (k)** All other information, you may provide Us through third-party sign-in services such as Facebook, Google etc. In such events/ cases, We will fetch and store whatever information is made available to Us by You through these sign-in services.
- (l)** Communications between You and other lenders, merchants, and other third parties through Our Platforms; participation by You in a survey, poll, sweepstakes, contest or promotion scheme; Your request for certain features (e.g., newsletters, updates or other products/ services).
- (m)** Your preferences including settings such as time zone and language.
- (n)** Behavioural details as to how to utilise Our products, services, offers etc., Your browsing actions, patterns and online activity. It may also include Your online activity, such as Your search queries, comments, domain names, search results selected, number of clicks, pages viewed and the order of those pages, how long You visited Our Digital Platform(s), the date and time you used the Platforms, error logs, and other similar information.
- (o)** Records of correspondence and other communications between Us, including email, telephone conversations, live chat, instant messages and social media communications containing information concerning Your grievances, complaints and dispute.
- (p)** Personal data You provide to Us about others or others provide to Us about You. We may collect and store information about You to process Your requests and automatically complete forms for future transactions, including (but not limited to) Your phone number, address, email, billing information and credit or debit/ payment card information. This information may be shared with

third-parties which assist in processing and fulfilling Your requests, including PCI compliant payment gateway processors, card associations, payment aggregators, lenders, etc. When You submit credit or payment card information, We will encrypt the information using industry standard technologies. If You write reviews about businesses/ services with which You conduct transactions through Our Digital Platform(s), We may publicly display information that You transacted with those businesses/ services.

- (q)** The information provided by You such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc. to be published or displayed (hereinafter, "posted") on publicly accessible areas of Our Digital Platform(s), or transmitted to other Users of Our Platforms or third-parties (collectively, "User Inputs"). Your User Inputs are posted on and transmitted to others at Your own risk. Although We limit access to certain pages, You may set certain privacy settings for such information through Your account profile. Please be aware that no security/ data protection measures are perfect or impenetrable. additionally, we cannot control the actions of other users of our platforms with whom you may choose to share your user contributions. therefore, we cannot and do not guarantee that your user inputs will not be viewed by unauthorized persons. We may display this information on the Our Digital Platform(s), share it with businesses, and further distribute it to a wider audience through third party sites and services. You should be careful about revealing any sensitive details about Yourself in such postings; *and*
- (r)** Your locations details including the latitude, longitude or altitude of Your mobile device, GPS location.
- (s)** Information collected through cookies.
- (t)** In case of mobile application users, the online or offline status of Your application.
- (u)** The information that You agree to share with us for the availing of services provided by Us.

We, wherever possible, indicate which fields are mandatory and which fields are optional to be filled on the Our Digital Platform(s). You always have the option to not provide information by choosing not to submit particular information or feature on Our Digital Platform(s).

By using Our Digital Platform(s), You consent to the collection, storage, and use of the User Information that You provide for any of the services that We offer, and You consent to Our collection of any changes or updates that You may provide to the User Information. The Company collects only such User Information that the Company believes to be relevant for the purpose of identification and verification and is required to understand You or Your interests or provide services that You may require or request. it is clarified that we shall not be liable, for any reason whatsoever, for the authenticity of any user information provided by you to us. you hereby represent, warrant and confirm that the user information provided by You is and shall continue to be valid, true and accurate.

## **5) Purpose of collecting Your personal data**

- (a)** To personalize Your Digital Platform experience.
- (b)** To respond to Your inquiries and address Your requests.
- (c)** To deliver marketing communications that We believe may be of interest to You.
- (d)** To inform You about important information regarding Our Digital Platforms, changes to terms, conditions, and policies and/or other administrative information.
- (e)** To offer You Our products or services which You may have applied for or shown interest in.
- (f)** To allow You to apply for Our products or services (e.g., to prequalify for a loan or other financial product which the Company is authorised to distribute/ solicit).
- (g)** To evaluate Your eligibility for Our products or services.

- (h)** To provide You with products or services You've requested, like fulfilling any other transaction.
- (i)** To comply with the regulatory & legal requirements/ obligations and to protect Our legal rights.
- (j)** To perform Our obligations under the applicable KYC norms (e.g. sharing Your information with third parties to verify details You have provided to Us like Your identity, to authenticate You and verify Your information.
- (k)** To allow You to participate in surveys and other forms of market research, contests and similar promotions and to administer these activities. Some of these activities have additional rules, which may contain additional information about how Personal Data is used and shared.
- (l)** To perform activities such as data analysis, audits, usage trends to determine the effectiveness of Our campaigns and as input into improving products and services and enhancing Our Digital Platform(s).
- (m)** To improve risk control for fraud detection and prevention, to comply with the laws, regulations & statutory requirements, and to comply with other legal processes and law enforcement requirements.
- (n)** To allow You to utilize Our Digital Platform(s) features by granting Us access to information from Your device such as contact lists, or geo-location when You request certain services.
- (o)** To use it in other ways as required or permitted by law or with Your consent.
- (p)** To manage Our relationship with You.
- (q)** To prevent or detect crime including fraud and financial crime, e.g. financing for terrorism and human trafficking.
- (r)** For security and business continuity and risk management.
- (s)** For system or product development & planning, audit and administrative purposes.
- (t)** To enter into a contract with You or to take steps pursuant to Your request prior to entering into a contract.
- (u)** To meet the legitimate interests to be pursued by Us or by a third party authorised/ engaged by Us.

**6) Who do We may share Your information with?**

- (a)** With subsidiaries and/or affiliates in an effort to bring You improved services across Our family of products and services, if permissible under relevant laws and regulations.
- (b)** With third-party service providers, vendors, data processors and/or agents who perform services for us and help us operate Our business.
- (c)** Other companies to bring You co-branded services, products or programs.
- (d)** With statutory/ regulatory agencies & authorities, departments under the central/ state/ local governments including but not limited to the Reserve Bank of India or the Securities and Exchange Board of India, other law enforcement authorities/ agencies or persons, to whom or before whom it is mandatory to disclose the Personal Data as per the applicable regulations, laws, courts, judicial/ quasi-judicial authorities, tribunals, arbitrators and arbitration tribunal.
- (e)** With Credit Information Companies (CICs)/ Credit Bureaus as per the regulatory/ statutory requirements.
- (f)** Any other third parties to comply with legal requirements such as the demands of applicable warrants, court orders; to verify or enforce Our terms of use, Our other rights, or other applicable

policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect the rights, property or security of Our customers or third parties.

- (g) By using Our Digital Platform(s) or by agreeing to transact with Us, You agree to the above sharing of information during Your relationship with Us.
- (h) We use information about the devices You use to interact with the Company such as Device Information and Location Information.
- (i) When You provide Your details in forms, surveys, online applications or similar online fields.

## **7) How do we collect Your personal data?**

We may record details of Your interaction with Us including telephone conversations with Our call centres and other kinds of communications. We may use these recordings to check Your instructions to use, assess, analyse and improve Our service, train Our people, manage risk and or to prevent fraud and other crimes.

## **8) Retention of Personal Data**

- (a) We may retain Your Personal Data for as long as required to provide You with services such as managing Your account and dealing with any concerns that may arise or otherwise if required for any legal or regulatory requirements or for establishment, exercise or defence of legal claims.
- (b) We may need to retain Your information for a longer period where We need the information for Our legitimate purposes for e.g. to help us respond to queries or complaints, fighting fraud and financial crime, responding to requests from regulatory authorities, courts, judicial/ quasi-judicial authorities, tribunals, arbitrators etc. If We don't need to retain information for this period of time, We may destroy, delete or anonymise it more promptly

## **9) Cookies**

- (a) We may use cookies to improve Your experiences when visiting or using Our Digital Platform(s). We may use cookies to anonymously track interests, and collect aggregate information when You use or visit Our Digital Platform(s). We do not use cookies to store or transmit any Personal Data.
- (b) Temporary "session" cookies are also used to facilitate customer navigation within Our Digital Platform(s) during Your visit. "Session" cookies are deleted once You close Your internet browser. We may also use "persistent" cookies that are retained on Your computer after Your visit ends so We can identity Your preferences and enhance Your future visits to Our Digital Platform(s).
- (c) We may use log files to gather statistics about Your browsing habits and to assess overall digital activity, including how many "hits" a particular web page is getting. Log files enable us to track interest in specific promotions, troubleshoot technical concerns, and provide content that may be of interest. We also use the log file entries for Our internal marketing and demographic studies, so We can improve Our Digital Platform(s) for Our customers and visitors. Log files are used internally only, are anonymous, and are not associated with any particular user, device, computer, or browser.

## **10) Third-Party Links**

- (a) Clicking on certain links within Our Digital Platform(s) may take You to other websites or may display information on Your computer screen or device from other sites, which may not be maintained by the Company. Such sites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms and conditions applicable to Our Digital Platform(s). Links to other Internet services and websites are provided solely for

the convenience of users. A link to any service or site is not an endorsement of any kind of the service or site, its content, or its sponsoring organization.

- (b)** The Company assume no responsibility or liability whatsoever for the content, accuracy, reliability or opinions expressed in a website, to which Our Digital Platform(s) are linked (a "linked site") and such linked sites are not monitored, investigated, or checked for accuracy or completeness by the Company. It is the responsibility of the user to evaluate the accuracy, reliability, timeliness and completeness of any information available on a linked site. All products, services and content obtained from a linked site are provided "as is" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.

## **11) Security**

- (a)** We take Our responsibility to protect Your information very seriously. To prevent any form of unlawful interception or misuse of User Information, We use reasonably secure and technologically appropriate measures, in compliance with the Information Technology Act, 2000 and the rules related thereto to protect You against loss or misuse of Your User Information.
- (b)** We have used reasonable organizational, technical and administrative measures to protect Personal data within Our organization. We require Our staff and any third parties who carry out any work on Our behalf to comply with appropriate compliance standards including obligations to protect any information and applying appropriate measures for the use and transfer of information. Thus, we have implemented technical and organizational measures designed to secure Your Personal Information/ Data, Sensitive Personal Data/ Information and Your other relevant information from accidental loss and unauthorized access, use, alteration or disclosure. However, no method of transmission over the internet or via mobile device, or method of electronic storage, is 100% secure. Therefore, while We strive to use legally required and commercially acceptable means to protect Your personal information, We cannot guarantee its absolute security.

You should not share Your username, password, or other security information relating to Your account with anyone. If We receive instructions using Your username and password, We will consider that You have authorized the instructions. You agree and confirm that Your User Information may be transferred, processed and stored. You hereby confirm that You have been made aware of the security measures undertaken by Us and You expressly consent to Us storing, handling, using Your User Information.

- (c)** Further, You agree that You shall not engage in any activity of data scraping or data crawling on Our Digital Platform(s) and usage of web crawling or web scrapping software for accessing the Our Digital Platform(s) would be considered to be an unauthorised access.

## **12) Social Media**

The Company may provide an experience on social media platforms including, but not limited to, Google Facebook, Twitter, YouTube and LinkedIn that may enable online sharing and collaboration among users who have registered to use them. Please note that when visiting any official the Company's social media site, You are subject to this Privacy Policy as well as that particular social media platform's own terms and conditions.

## **13) Advertisements**

We use third-party advertising companies/ entities to serve advertisements when You visit Our Digital Platform(s). These entities may use information (not including Your name, address, email address, or telephone number) about Your visits to Our Digital Platform(s) and other websites in order to provide advertisements about goods and services of interest to You.

#### **14) Users under the age of 18 years not allowed**

The Our Digital Platform(s) are not intended for Users under the age of 18 years. We do not knowingly collect any personal information from persons under the age of 18 years or market to or solicit information from anyone under the age of 18 years.

#### **15) Intellectual Property Rights**

All contents on Our Digital Platform(s), including graphics, text, icons, interfaces, audio clips, logos, images, reviews, comments and software are the property of the Company and/or its content suppliers and the same are protected by Indian and international copyright laws and other applicable intellectual property laws. Any use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on Our Digital Platform(s) can only be made with the express written permission of the Company. All other trademarks, brands and copyrights other than those belonging to the Company, belong to their respective owners and are their property. You shall not modify the paper or digital copies of any materials you have printed off or downloaded in any way on or from the Platform, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

#### **16) Governing Law and Dispute Resolution**

This Policy shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration set out herein, the courts at Mumbai shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

Without prejudice to the rights of the Company under any Applicable Laws, any dispute arises between Us and the User in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.

There shall be sole arbitrator jointly appointed by Us & You and the seat of the arbitration shall be Mumbai, India. If We and You fail to appoint the arbitrator within 30 (thirty) days then, the High Court shall appoint the sole arbitrator. The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

#### **17) Foreign Jurisdiction**

The Company makes no representation that the content contained on Our Digital Platform(s) is appropriate or to be used or accessed outside of India. If the Users use or access Our Digital Platform(s) from outside India, they do so at their own risk and are responsible for compliance with the laws of such jurisdiction.

#### **18) Contacting us**

- I. If You requires, please Contact Us (through "contact us" link) regarding Your queries/ feedback on any of the following or Updation of Your Information:
  - (a) the Privacy Policy.
  - (b) Content of Our Digital Platform(s).
  - (c) Your interactions dealings with Our Digital Platform(s).



II. In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

**GRIEVANCE OFFICER:**

Mr. Jimit Shethwala

022 6855 2800

[jimit.shethwala@growthsourceft.com](mailto:jimit.shethwala@growthsourceft.com)

**19) Updation of Policy**

If We carry-out any amendments to the Policy, We will publish the updated Policy on this website. Any updates to the Policy shall become effective as soon as We post such updated Policy on Our Digital Platform(s). Your use of Our Digital Platform(s) following any update to the Policy shall mean that You accept the updated and consent to the use and sharing provisions identified in the Statement.

**20) Disclaimer**

While every attempt has been made to ascertain the authenticity and validity of the content on Our Digital Platform(s), We have no control over content, the accuracy of such content, integrity or quality of such content and the information on Our pages, and material on the Our Digital Platform(s) may include technical inaccuracies or typographical errors, and We make no guarantees, nor can We be responsible for any such information, including its authenticity, currency, content, quality, copyright compliance or legality, or any other intellectual property rights compliance, or any resulting loss or damage.

We nor any of Our contractors, partners or employees shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of access to or use of any content of this Platform. Further, We are not liable for any kind of damages, losses or action arising directly or indirectly due to any content, including any errors or omissions in any content, access and/or use of the content on the platforms or any of them including but not limited to content based decisions resulting in loss of data, revenue, profits, property, infection by viruses, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our platform or to your downloading of any content on it, or on any website linked to it, etc.

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