

PRIVACY POLICY

**Approved by the Board of Directors of
North East Hire Purchase Co. (India) Private Limited**

**on
15th April, 2024**

1 Introduction

1.1 Objective

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

1.2 Scope

The Policy provides for type of data or information collected by Company, the purpose of processing such information and the practices of Company on processing such information.

This Policy applies to all Users who applies for, or intends to apply for, various products and services offered by Company through online platforms including mobile application and websites. The Policy also covers the Users who access the website or mobile application of Company for seeking more information about the company, its products/ services and operations.

1.3 Regulatory Context

The Policy takes into account regulatory documents published by regulatory bodies (**'Applicable Laws'**), in particular:

- Instructions on Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs under the Master Direction issued by Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended time to time and applicable to NBFC-ICC;
- Guidelines on Digital Lending issued by Reserve Bank of India vide notification RBI/2022-23/111 DOR.CRE.REC.66/21.07.001/2022-23 dated September 02, 2022, as amended time to time;
- Notification no. RBI/2019-20/258 DOR(NBFC)(PD)CC.No. 112/03.10.001/2019-20 dated June 24, 2020, issued by Reserve Bank of India on 'Loans Sourced by Banks and NBFCs over Digital Lending Platforms: Adherence to Fair Practices Code and Outsourcing Guidelines'.
- The Digital Personal Data Protection Act, 2023, as applicable to the Company time to time.

1.4 Abbreviation & Definitions

- a. **Company:** refers to North East Hire Purchase Co. (India) Private Limited, incorporated under the provisions of the Companies Act, 1956, 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.
- b. **Company & Service Provider(s):** refers to the Company & its group companies, insurance companies, telecom service providers, lending partners (including financial institutions like banks/ NBFCs), e-wallet or other pre-paid instrument (PPI) provider, credit information companies, or e-sign application providers that is either providing, or intends to provide, the User interalia loans, credit score, telecom, banking, warranty, insurance, PPI 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.
- c. **Customer Data:** refers to the personal, demographic, family related, business, credit and financial information/ data of the User as mentioned in Para 2 herein below
- d. **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).
- e. **Digital Platform:** refers to the website ([www. https://kredito24.in/](https://kredito24.in/)), or web/ mobile application of the Company solely or jointly operated by Company with any of its business partners for providing various products and services to User.
- f. **Policy:** refers to Privacy Policy.
- g. **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.
- h. **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;
- i. **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 (iii) and includes the person who use, access or visit the Digital Pltform of Company. Also, referred as 'you', 'your' or 'customer' in this Policy.

2 Information We Collect

The Company recognize the importance of protecting your personal information as well as the importance of transparency in the way that we process the information derived from your use of our products, services, online portals, and mobile applications. The Company respects the privacy of our Users and strive to embed privacy in all of our processes in compliance with the Applicable Laws.

Such information of the User may include personal details (like name, address, date of birth, father's name, mother's name, your photograph etc.), contact details (like residential address, email address, telephone/ mobile number etc.), business detail (like employment type, business type, industry, employer detail etc), health information (like disease, physical disability, medical treatments, surgeries, etc), credit and financial information (like bank name, account number, bank transactions, loans, credit history etc) and device information (like location, messages, contacts, call logs, emails, log information, search queries, IP address, IMEI number, crashes, date and time, browser web storage, application data caches, cookies and similar technologies) of, or belonging to, such Users (collectively and individually referred as, "**Customer Data**").

PII Data

The Company collects PII, apart from other Customer Data, when you apply for any of our products & services, or for employment, or when you register an account on our Digital Platform. Users may be asked to provide us with PII through our Digital Platform or through physical forms or when you enter any financial transaction with the Company.

Device Data

Company may process your Device Data. Please refer the details provided in Annexure 1. Prior accessing such Device Data, Digital Platform may request that you activate requisite permissions. The general description of the mobile application's behaviour can be referenced through the permissions module of your mobile phone. The processing of personal information and metadata by the mobile application is consistent with the purposes we explained in this Policy. The Digital Platform may employ cookies and other similar and applicable technologies. We may use third party analytic tools (like SDK, API) that employ cookies to collect certain information concerning use of Digital Platform.

3 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.

4 Storage and Security of Customer Data

The Customer Data provided to Company are stored in a secure database 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.

Further, the Company shall not retain the information longer than the reasonable period necessary for us to deliver our services or required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force.

5 Disclosure and Transfers of Customer Data

The Company does not share any Customer Data with other parties except as described in this Policy. The Privacy Policy shall be referred in the application documents apart from its availability on Digital Platforms. 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.

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.

6 Users' 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/ 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.

In addition, we use small bits of data called “cookies” stored on user’s electronic device (mobile/ computer) to stimulate a continuous connection. “Cookies” let us store information about your preferences and passwords and allow you to move to different pages of our Digital Platform without having to re-enter your password information. Any information collected is stored in secure databases protected via a variety of access controls and is treated as confidential information by us. Therefore, you should be careful with usage of the username and password by maintaining confidentiality and ensure that you do not knowingly or accidentally share, provide and facilitate unauthorized use of it.

Additionally, while providing the information on his/ her references to Company, the User shall ensure that he/ she has taken the permission from such references for providing their contact detail to Company for calling them in respect of verification of User detail and/or other information (i.e. User’s new address and/or new contact number).

7 Users’ Rights

You have the following rights regarding your personal data:

Right to Deny/ Revoke Consent for Using PII for Specific Purpose – The User also have the right to seek information on the purpose of seeking PII at each stage of interface with the User. It may be noted that certain data is necessarily required to be shared/ disclosed to the Company & Service Providers either for providing the loans, insurance, products or services requested by the User (eg. financial information, credit history etc) or for accessing the Digital Platform of the Company (eg. IMEI/ IP address, mobile number verification etc) or for complying with provisions of Applicable Law (eg. identity & address). You have the right to deny the consent, or revoke the consent if given earlier, for sharing/ using your PII

for the purpose of promotional offers on the loans, products or services requested by the User.

Right to Delete/ Forget the Device Data – The Company & Service Providers may access the Device Data while the User is accessing the Digital Platform or applying for the loans, products or services from the Company & Service Providers. Such data shall be accessed with the prior consent of the User and the User shall have the right to ask for deletion of such data from the mobile application of the Company. It may be noted that, upon deletion of Device Data from the Digital Platform, the user may be required to register again on the Digital Platform.

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.

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.

8 Consent of the Users to Disclose Customer Data

All Users are required to read through and acquaint themselves with this Policy prior to applying for loans/ services/ facilities/ value-added services or proceeding to use/ access the Digital Platform. Access to and use of the Digital Platform by a User is deemed to represent the User's consent to the provisions of the Privacy Policy and any amendments thereto. In case a User disagrees with the Privacy Policy, he/she shall leave the Digital Platform and refrain from visiting it in the future.

When the User applies for any loan, facility or service, we first obtain the authority/ consent (including electronic consent viz. e-signatures, 'I agree' tick checkbox, One time password, Yes/No authentication) from such User for processing of the Customer Data as per the

Privacy Policy. Such consent once given by the User, shall be valid for all the loans and/ or services applied by such User with Company in future. By providing, or permitting access of, the Customer Data to Company, the User gives his/her express consent to the fact that his/her Customer Data will be maintained and processed by Company for various purposes described in Privacy Policy.

By applying for any loan, facility or service and agreeing to the Privacy Policy, you hereby consent and authorise Company and its service providers to contact you at any time between 0800 hours to 1900 hours from Monday to Sunday, and such authorisation shall continue to be valid even if such User ceases to be the customer/ borrower/ client of Company at any point of time.

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.

No warranty and Limitation of liability
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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.

Copyrights and Trademarks

All copyright and 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.

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.

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. Hence you are requested to go through this Policy statement on a regular basis.

Dispute Resolution and Governing Law

The use of the Digital Platform and this Policy shall be governed by Indian law. The Policy and your activity under this Policy are an 'electronic record' in accordance with the (Indian) Information Technology Act, 2000.

Any dispute arising in connection with the use of Digital Platform shall be settled before courts of Guwahati, Assam (India) and in accordance with Indian law. Should any provision of this Policy be held invalid or unenforceable for any reason, the invalid or unenforceable provision shall be severable from the remaining provisions and shall not affect the validity or enforceability thereof.

Contact Person

For any query or complaint regarding confidentiality and sharing of your User Data, including sharing with third parties, or suggestion for improvement of this policy, you may contact–

Grievance Redressal Officer, Customer Care Department
North East Hire Purchase Co. (India) Private Limited, **Shivani Sagar**,
E-mail: northeastnbfc@gmail.com