



CREDITENABLE PLATFORM TERMS OF USE

1. OVERVIEW

- 1.1 These terms and conditions, together with the documents referred to in them (the "**Terms**") govern your access to and use of our online platform <https://www.creditenable.in> or www.creditenable.com ("**our Platform**"), whether as a guest or a registered user.
- 1.2 Use of our Platform includes:
 - a. accessing or browsing our Platform;
 - b. registering to use our Platform;
 - c. accessing analytics and assessment provided by our Platform; and
 - d. uploading information about you and your business to our Platform.
- 1.3 The following additional terms also apply to your use of our Platform:
 - a. Our Privacy Policy (https://ce-static-media.s3.ap-south-1.amazonaws.com/files/CreditEnable_Privacy_Policy_15112023.pdf) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platform, you consent to such processing, and you warrant that all data provided by you is accurate; and
 - b. In the case of registered users, the consent, and terms that you have entered into with us, which applies to any services that we provide to you through our Platform ("**CreditEnable's Borrower Consent Terms**").
- 1.4 By accessing or using our Platform, you acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use our Platform.
- 1.5 We recommend that you print a copy of these Terms for future reference.
- 1.6 Use of the Platform is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents and persons of unsound mind are not eligible to use the Website. Any person under the age of 21 shall not register as a user on the Platform and shall not transact on or use the Platform. CreditEnable reserves the right to terminate

any person's membership and/or refuse to provide such person with access to the Platform if it is discovered that such person is not eligible to use the Platform.

- 1.7 In the event you register as a user on our Platform on behalf of an incorporated entity, it is presumed that you have been authorised by the entity and your use of the Platform shall bind the entity with respect to these Terms.

2. **CORPORATE INFORMATION**

Our Platform is operated by Oktober6 Ltd, a limited company incorporated in England and Wales (registered number: 09812607), with registered offices at The Courtyard, 14a Sydenham Road, Croydon, England, CR0 2EE and Oktober6 Insight Private Limited, a private limited company incorporated and registered in India with corporate identity number U74999MH2018FTC316688, whose address is Level 1, C Wing, Office No. 3, HDIL Kaledonia, Sahar Airport Road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra - 400069, India (**'CreditEnable', 'we' or 'us'**).

3. **CHANGES TO THESE TERMS**

- 3.1 We may amend these Terms from time to time by amending this page. Every time you wish to use our Platform, please check this page to take notice of any changes we made. You are responsible at all times for complying with the current version of these Terms.
- 3.2 These Terms were most recently updated on 09 November 2023.

4. **ACCESS TO AND CHANGES TO OUR PLATFORM**

- 4.1 The services that we provide through our Platform can only be accessed by registered users that have agreed to our Borrower Consent.
- 4.2 We do not guarantee that our Platform, or any content in it, will always be available or uninterrupted. We reserve the right (in our sole discretion) to suspend, withdraw or restrict the availability of the Platform (or part thereof) for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.3 We do not guarantee that our Platform, or any content in it, will always be free from errors or omissions. We reserve the right (in our sole discretion) to update and change our Platform from time to time to our users' needs and our business priorities. We will try

to give you reasonable notice of any major changes. Your continued use of the Platform following the posting of any changes to these Terms constitutes acceptance of those changes.

- 4.4 You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and that they comply with them.

5. **ACCOUNT AND PASSWORD**

- 5.1 If you choose, or you are provided with, a user identification code, one-time passcode, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2 We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms [or the User Agreement].

6. **COMMUNICATION**

You give your consent to be contacted by us via communication platforms like WhatsApp and Messenger.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 You acknowledge and agree that we are the sole owner or the licensee of all intellectual property rights (including copyright and database rights) in our Platform, and in all the content published on it and any selection or arrangement of such content. Those works are protected by copyright laws and treaties around the world. All rights not expressly granted to you under these Terms are reserved by us (and/or our licensors).
- 7.2 We hereby grant you a personal, limited, non-exclusive, revocable, non-sub licensable and non-transferable right to access and use our Platform for your own personal, domestic, non- business purposes.
- 7.3 You will not:
 - a. modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations or any graphics separately from any accompanying text; and

- b. use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

7.4 If you breach paragraph 6 of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

8. **ACCEPTABLE USE**

Prohibited Uses

8.1 You may only use our Platform for lawful purposes. You may not use our Platform:

- a. in any way that breaches any applicable local, national or international law or regulation;
- b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c. for the purpose of harming or attempting to harm minors in any way; or
- d. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or any other form of similar solicitation (spam).

8.2 You also agree:

- a. not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms; and
- b. not to access without authority, interfere with, damage or disrupt:
 - i. any part of our Platform;
 - ii. any equipment or network on which our Platform is stored;
 - iii. any software used in the provision of our Platform; or
 - iv. any equipment or network or software owned or used by any third party.

9. **UPLOADING CONTENT**

9.1 Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Platform. You shall indemnify us for any breach of this

warranty. We shall not be responsible, or liable to any third party, for the content posted by you or any other user of our Platform.

- 9.2 Any content you upload to our Platform will be considered non-confidential and non-proprietary. Save as otherwise specified in these Terms, all intellectual property rights in the content you upload on our Platform shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable licence to use, store, modify, copy, distribute, display, and prepare derivative works of such content. You hereby warrant to us that you have the full requisite power and authority to grant us such usage rights in the content you upload to our Platform.
- 9.3 You shall be responsible for obtaining and maintaining all licences required for the use of the content you upload to our Platform, including payment of all associated licence fees and other costs.
- 9.4 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.5 We have the right to remove any information you upload to our Platform.

10. **VIRUSES**

- 10.1 We shall not be liable for any loss or damage caused by a virus, bug, or other technologically harmful material that may infect your computer equipment, programmes, data or other proprietary material due to your use of our Platform or to your downloading of any content on the Platform, or on any website linked to our Platform.
- 10.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Platform. You should use your own virus protection software.
- 10.3 You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored, or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities, and

we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

11. **LINKING**

- 11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 11.2 You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 11.3 You must not establish a link to our Platform in any website that is not owned by you.
- 11.4 Our Platform must not be framed on any other website, nor may you create a link to any part of our Platform other than the home page.
- 11.5 We reserve the right to withdraw linking permission without notice.
- 11.6 If you wish to make any use of content on our Platform other than that set out above, please contact info@creditenable.com.

12. **THIRD PARTY LINKS AND RESOURCES IN OUR PLATFORM**

Where our Platform contains links to other websites and resources provided by third parties, these links are provided for your information only and we assume no responsibility for the content of such websites or resources and we will not be liable for any loss or damage that may arise from your use of them.

13. **NO RELIANCE ON INFORMATION AND NO ENDORSEMENTS**

- 13.1 Certain information on our Platform may be provided by or obtained from third parties. We are not able to verify the accuracy or completeness of any such information and we provide no representations, warranties or guarantees with respect to the completeness, truthfulness, accuracy, or reliability of any such information published on our Platform.
- 13.2 We make reasonable commercial efforts to update the information on our Platform. However, we do not provide any representations, warranties or guarantees that any information on our Platform is up-to-date.

- 13.3 Any decision by users to enter into any agreement or arrangement of any kind with one another, or with any business that is the subject matter of the services, after making use of our Platform is solely a decision for those users.

14. **LIMITATION OF LIABILITY**

- 14.1 Nothing in these Terms shall be construed as excluding or limiting our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, (ii) fraud or fraudulent misrepresentation, or (iii) any liability which cannot be excluded or limited under applicable law;
- 14.2 Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any services to registered users, which will be set out in the Borrower Consent Terms.
- 14.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it;
- 14.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a. use of, or inability to use, our Platform; or
 - b. use of or reliance on any content displayed on our Platform.
- 14.5 In particular, we will not be liable for:
- a. loss of profits, sales, business, or revenue;
 - b. business interruption;
 - c. loss of anticipated savings;
 - d. loss of business opportunity, goodwill or reputation; or
 - e. any indirect or consequential loss or damage.
- 14.6 In no event shall CreditEnable, its directors, employees or agents, be liable for any special, incidental, indirect or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from the borrower's access to and use of the website;

(iii) any unauthorized access to or use of the secure servers and/or any and all personal and/or business and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the website; (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the website by any third party; and/or

(vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not CreditEnable is advised of the possibility of such damages.

- 14.7 Subject to the above and notwithstanding anything to the contrary contained in these Terms, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of CreditEnable to any user, regardless of the form of claim, shall be limited to the aggregate of fees, if any, paid by the user to CreditEnable. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein. This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents / content comprising this Terms. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, malware, Trojan horses and other items of a destructive nature.

15. **COOKIES**

- 15.1 We aim to provide you with the information that is most relevant to you. In order to do this, our Platform deploys a "cookie", which is a technology that allows the Platform to store tokens of information (an 'identifier') in your browser, used only by this Platform.
- 15.2 This information is not released to any third party or used for any purpose other than as stated below. This Platform deploys the following cookies:

Name of cookie	Purpose of cookie	Type of cookie	Duration of cookie
Cross-Site Request Forgery Prevention	This cookie is used to verify that the authenticated user is the one actually making the requests to the application.	CSRF Token	For the duration of the use session
Facebook	To measure ad conversions or retarget advertisements on Facebook.	Third party cookie	Unknown
Google Analytics	This cookie is used to measure the user interactions on the website.	Third party cookie	2 years

If you do not want to receive a cookie from this Platform, you have the option of setting your browser to notify you when you receive a cookie, so that you may determine whether to accept it or not.

16. **APPLICABLE LAWS**

- 16.1 These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of India. We both hereby irrevocably agree that the courts of India will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).
- 16.2 If any provision in these Terms is invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms shall remain in full force and effect.

17. **GRIEVANCE REDRESSAL MECHANISM**

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:



Name: Riya Rajput

Email: grievances@creditenable.com

Phone: +91 84509 67207

Address: Level 1, C Wing, Office No. 3, HDIL Kaledonia, Sahar Airport Road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra – 400069, India

18. **CONTACT US**

To contact us with any questions or concerns about this policy, please email info@creditenable.com.

PRIVACY POLICY

1 INTRODUCTION

- This Privacy Policy explains what we do with your personal data when you visit our platform, website or landing page, when your organisation registers as member of our platform and when we provide services to your organisation through our platform, website or landing page.
- It describes how we collect, use and process your personal data, and how, in doing so, we comply with our legal obligations to you. Your privacy is important to us, and we are committed to protecting and safeguarding your rights.
- For the purpose of applicable data protection legislation (including but not limited to the General Data Protection Regulation¹ (Regulation (EU) 2016/679) (the "**GDPR**") and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (the '**Sensitive Information Rules**') the company responsible for your personal data ("**CreditEnable**" or "**us**") is Oktober6 Insight Private Limited I Level 1, C Wing, Office No. 3, HDIL Kaledonia, Sahar Airport Road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra, 400069, India.
- In order to comply with the requirements of the Sensitive Information Rules, this Privacy Policy provides you with details of the SPDI that we may need to collect from you (including the purpose of the collection, the intended recipients of it and associated contact details).
- If you have any questions about this Privacy Policy, or if you would like to discuss anything, please contact CreditEnable (info@creditenable.com). If you agree to provide your consent to the collection and use of SPDI as set out then please provide your consent by accepting digitally the terms of this Privacy Policy and CreditEnable's Borrower Consent.
- If you do not agree to provide your consent, CreditEnable may not be in a position to process your loan application.
- We may amend this Privacy Policy from time to time. Please visit this page if you want to stay up-to-date as we will post any changes here. If you are dissatisfied with any aspect of our Privacy Policy, you may have legal rights which we have described below where relevant.

2 WHAT KIND OF PERSONAL INFORMATION DO WE COLLECT?

¹ The GDPR has an effective date of 25 May 2018, and any references to it should be construed to include any national legislation implementing it

If your organisation registers to use the Services provided on our platform, we need to collect and use information about you or individuals at your organisation in relation to your loan application, in the course of providing you with our Services. This information is likely to include information which is classified as Sensitive Personal Data or Information ('SPDI') under the Sensitive Information Rules.

Depending on the relevant circumstances, we may collect some or all of the information listed below to help us with this:

- Names of directors, executives or founders of your organisation;
- Business activities of directors, executives or founders at your organisation;
- Login details;
- Your name;
- Your telephone number;
- Your email address;
- IP address;
- KYC documents;
- Income tax filings;
- Goods and services tax (GST) filings;
- Financial accounts;
- Bank statements; and
- Bureau score (if available).

3 HOW DO WE COLLECT YOUR PERSONAL DATA?

We collect your personal data in three primary ways:

- (i) Personal data that you give to us;
- (ii) Personal data that we receive from other sources; and
- (iii) Personal information we collect automatically.

Personal data you give to us

- Where your organisation registers with our platform; or;
- Where your organisation uploads information about itself to our platform.

Personal data we receive from other sources

- We may seek more information about your organisation from other sources generally by way of due diligence or other market intelligence including research and analysis of the filed accounts of your organisation.

Personal data we collect automatically

- When you visit our platform, we collect technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.

4 WHY WE USE YOUR PERSONAL DATA?

We collect and use your personal data for a number of reasons, including:

- To carry out our obligations to you as a result of any contract entered into between us and you or your organisation.
- To enable us to provide the analysis and reports requested by you or your organisation.
- To verify your identity to ensure that you are authorised to access the platform and to protect against unauthorised use and access of the platform.
- To better understand your preferences to enable us to provide you with a better service and tailored suggestions for your lending or financing needs.
- To improve your experience of using our platform, for example by analysing your recent search criteria to help us to present the information that is most relevant to you.
- To notify you about changes to the products and services that we offer and to directly market these products and services to you. We may periodically send promotional emails
- about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- To contact you via email, facsimile, phone or text message, to deliver certain services or information you have requested.
- To administer our platform for internal operations, including troubleshooting, data analysis, testing, research and statistical and survey purposes.
- To assist you in assessment suitability for a loan application, in particular to:
 - conduct a credit assessment on you;
 - comply with CreditEnable's Know-Your-Client ("KYC") procedures; o comply with any potential lender's KYC procedures;
 - comply with the requirements of any potential third party P2P platforms providing the services of loan facilitation via online medium or otherwise, to the investors and borrowers ("**P2P Platforms**") and

- comply with any potential lender's documentation requirements in relation to loan approval.

- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the platform or website according to your interests.

5 WHO DO WE SHARE YOUR PERSONAL DATA WITH?

We will share your personal data primarily to ensure we provide you with the most efficient and effective services to you. Unless you specify otherwise, we may share your information with any of the following groups:

- [Lenders](#) that can login in to our platform to download reports on your organisation;
- Lenders who will consider your loan application;
- P2P Platforms who disclose your details to potential lenders;
- Borrowers, who may be provided with the contact details of someone at the lending organisation;
- Any members of our group company where this is necessary to complete CreditEnable's credit assessment analysis and processes, and in accordance with laws on data transfers;
- Any members of our group company where this is otherwise necessary, and in accordance with laws on data transfers;
- Tax, audit, or other authorities, when we believe that the law or other regulation requires us to share this data (for example, because of a request by a tax authority or in connection with any anticipated litigation);
- Third party service providers who perform functions on our behalf (including external consultants and professional advisers such as auditors and accountants, technical support functions and IT consultants carrying out testing and development work on our business technology systems);
- Third party outsourced IT providers where we have an appropriate data processing agreement (or similar protections) in place;
- Other third parties who have an association with you (for example, suppliers to your industry) who may wish to provide you with direct marketing information about their products and services; and
- If CreditEnable merges with or is acquired by another business or company in the future, we may share your personal data with the new owners of the business or company (and provide you with notice of this disclosure).

6 HOW DO WE SAFEGUARD YOUR PERSONAL DATA?

We care about protecting your information. That's why we put in place appropriate measures that are designed to prevent unauthorised access to, and misuse of, your personal data.

We are committed to taking all reasonable and appropriate steps to protect the personal information that we hold from misuse, loss, or unauthorised access. We do this by having in place a range of appropriate technical and organisational measures, including encryption measures and disaster recovery plans.

If you suspect any misuse or loss of or unauthorised access to your personal information please let us know immediately. Please raise your concern with grievances@creditenable.com, in the first instance, and we will investigate the matter and update you as soon as possible on next steps.

7 HOW LONG DO WE KEEP YOUR PERSONAL DATA FOR?

We will not keep your personal data for longer than is necessary for the purposes for which we collect it unless we believe that the law or other regulation requires us to preserve it (for example, because of a request by a tax authority or in connection with any anticipated litigation).

When it is no longer necessary to retain your data, we will delete the personal data that we hold about you from our systems. While we will endeavour to permanently erase your personal data once it reaches the end of its retention period, some of your personal data may still exist within our systems, for example if it is waiting to be overwritten. For our purposes, this data has been put beyond use, meaning that, while it still exists in the electronic ether, our employees will not have any access to it or use it again.

8 WHAT ARE MY RIGHTS?

You have various rights in relation to the data which we hold about you. We have set these out below.

To get in touch with us about any of these rights, please contact grievances@creditenable.com. We will seek to deal with your request without undue delay, and in any event within one month (subject to any extensions to which we are lawfully entitled). Please note that we may keep a record of your communications to help us resolve any issues which you raise.

Right to object

This right enables you to object to us processing your personal data where we do so for one of the following reasons:

- because it is in our legitimate interests to do so;
- to enable us to perform a task in the public interest or exercise official authority;
- to send you direct marketing materials; or
- for scientific, historical, research, or statistical purposes.

Right to withdraw consent

Where we have obtained your consent to process your personal data for certain activities (for example, for marketing), you may withdraw this consent at any time and we will cease to use your data for that purpose unless we consider that there is an alternative legal basis to justify our continued processing of your data for this purpose, in which case we will inform you of this condition.

Data Subject Access Requests

You may ask us for a copy of the information we hold about you at any time, and request us to modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this unless permitted by law. If you request further copies of this information from us, we may charge you a reasonable administrative cost.

Where we are legally permitted to do so, we may refuse your request. If we refuse your request we will always tell you the reasons for doing so.

Right to erasure

You have the right to request that we "erase" your personal data in certain circumstances. Normally, the information must meet one of the following criteria:

- The data are no longer necessary;
- You have withdrawn your consent to us using your data, and there is no other valid reason for us to continue;
- The data has been processed unlawfully;
- It is necessary for the data to be erased in order for us to comply with our obligations under law; or

- You object to the processing and we are unable to demonstrate overriding legitimate grounds for our continued processing.

We would only be entitled to refuse to comply with your request for erasure in limited circumstances and we will always tell you our reason for doing so.

When complying with a valid request for the erasure of data we will take all reasonably practicable steps to delete the relevant data.

Right to restrict processing

You have the right to request that we restrict our processing of your personal data in certain circumstances, for example if you dispute the accuracy of the personal data that we hold about you or you object to our processing of your personal data for our legitimate interests. If we have shared your personal data with third parties, we will notify them about the restricted processing unless this is impossible or involves disproportionate effort. We will, of course, notify you before lifting any restriction on processing your personal data.

Right to rectification

You have the right to request that we rectify any inaccurate or incomplete personal data that we hold about you. If we have shared this personal data with third parties, we will notify them about the rectification unless this is impossible or involves disproportionate effort. You may also request details of the third parties that we have disclosed the inaccurate or incomplete personal data to. Where we think that it is reasonable for us not to comply with your request, we will explain our reasons for this decision.

Right of data portability

If you wish, you have the right to transfer your personal data between service providers. In effect, this means that you are able to transfer the details we hold on you to another third party. To allow you to do so, we will provide you with your data in a commonly used machine-readable format so that you can transfer the data. Alternatively, we may directly transfer the data for you.

Right to complain

You also have the right to lodge a complaint with your local supervisory authority. The Sachet Portal is for that. Visit <https://sachet.rbi.org.in/> to raise a complaint. You can also lodge a complaint with CreditEnable at:

- Grievances Officer: Riya Rajput
- Phone: +91 84509 67207
- Email: grievances@creditenable.com

9 WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL DATA?

CreditEnable is responsible for processing your personal data. CreditEnable is a private limited company with its registered office located at Level 1, C Wing, Office No. 3, HDIL Kaledonia, Sahar Airport Road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra, 400069, India.

Your information will be stored by CreditEnable and/or its affiliated technology partners via secure database.

If you have any comments or suggestions concerning this Privacy Policy, please contact us:

- By email: info@creditenable.com

We take privacy seriously and will get back to you as soon as possible.

10 HOW DO WE STORE AND TRANSFER YOUR DATA INTERNATIONALLY?

The data that we collect from you will be transferred to, and stored at, destinations both within and outside India and the European Economic Area (EEA).

We want to make sure that your personal data is stored and transferred in a way which is secure. We will therefore only transfer data outside of India where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data. For example, this could be:

- By way of an intra-group agreement between Oktober6 Ltd entities, incorporating the current standard contractual clauses adopted by the European Commission for the transfer of personal data by controllers in the EEA to controllers and processors in jurisdictions without adequate data protection laws;

- By way of a data transfer agreement with a third party, incorporating the current standard contractual clauses adopted by the European Commission for the transfer of personal data by controllers in the EEA to controllers and processors in jurisdictions without adequate data protection laws; or
- By transferring your data to an entity which has signed up to the EU-U.S. Privacy Shield Framework for the transfer of personal data from entities in the EU to entities in the United States of America or any equivalent agreement in respect of other jurisdictions; or
- By transferring your data to a country where there has been a finding of adequacy by the European Commission in respect of that country's levels of data protection via its legislation; or
- Where it is necessary for the conclusion or performance of a contract between ourselves and a third party and the transfer is in your interests for the purposes of that contract (for example, if we need to transfer your data to a benefits provider based outside the EEA); or
- Where you have consented to the data transfer.

Where we transfer your personal data outside India and where the country or territory in question does not maintain adequate data protection standards, we will take all reasonable steps to ensure that your data is treated securely and in accordance with this policy.

11 LEGAL BASES FOR US PROCESSING YOUR DATA

There are a number of different ways that we are lawfully able to process your personal data. We have set these out below.

Where processing your data is within our legitimate interests

We are allowed to use your personal information where it is in our interests to do so, and those interests aren't outweighed by any potential prejudice to you.

We believe that our use of your personal information is within a number of our legitimate interests, including but not limited to:

- To administer our platform for internal operations, including troubleshooting, data analysis, testing, research, and statistical and survey purposes;
- To help us understand you better and provide you with better, more relevant services;
- To ensure that our systems run smoothly;

- To help us keep our systems secure and prevent unauthorized access or cyber attacks; and
- To drive commercial value.

We don't think that any of the activities set out above will prejudice you in any way. However, you do have the right to object to us processing your personal information on this basis. We have set out details regarding how you can go about doing this in the "Access, Correction and Inquires" section below.

Where you give us your consent to process your personal data

We are allowed to use your personal information where you have specifically consented. In order for your consent to be valid:

- It has to be given freely, without us putting you under any type of pressure;
- You have to know what you are consenting to – so we'll make sure we give you enough information;
- You should only be asked to consent to one thing at a time – we therefore avoid "bundling" consents together so that you don't know exactly what you're agreeing to; and
- You need to take positive and affirmative action in giving us your consent – for example, we could provide a tick box for you to check so that this requirement is met in a clear and unambiguous fashion.

We seek your consent when you register to use our platform or website. Before giving your consent, you should make sure that you read any accompanying information provided by us so that you understand exactly what you are consenting to.

You have the right to withdraw your consent at any time, and details of how to do so can be found above in the "Right to withdraw consent" section above.

Where processing your personal data is necessary for us to carry out our obligations under our contract with you

We are allowed to use your personal information when it is necessary to do so for the performance of our contract with you.

For example, we need to hold your email address in order to be able to send you reports and other analysis where you have requested them.

Please acknowledge that you have read and understood the terms of this Privacy Policy and indicate your consent to your information (including any SPDI) being collected for



the purposes set out in this Privacy Policy and for its handling and storage in the manner as set out in this Privacy Policy.



Borrower Consent Terms & Conditions (‘Borrower Consent’)

A. Data and Information Collection in Relation to Your Loan Application

Oktober6 Insight Private Limited and/or its affiliates including but not limited to Oktober6 Limited (collectively referred to as “**CreditEnable**”) provide a platform whereby borrowers can apply to avail of a loan facility from a lending institution (“**Lender**”) by providing information/documents of the borrower. CreditEnable will be collecting certain information from you in relation to your loan application. This information is likely to include information which is classified as Personal Information (“**PI**”) and/or Sensitive Personal Data or Information (“**SPDI**”) under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (the “**Sensitive Information Rules**”).

In order to comply with the requirements of the Sensitive Information Rules, this Borrower Consent along with CreditEnable’s Privacy Policy and Terms and Conditions, both of which are displayed on CreditEnable’s website located at <https://www.CreditEnable.com>, <https://apply.CreditEnable.com>, <https://www.CreditEnable.com/in> or any other related pages (“**Website**”):

- (a) provides you with details of the SPDI and/or PI that may be collected from you (including the purpose of the collection, the intended recipients of it and associated contact details); and
- (b) seeks your consent in relation to the collection, use, storage, transfer, processing, analyzing, retention of SPDI and/or PI for the purposes set out in this Borrower Consent.

If you have any questions about this document, or if you would like to discuss anything, please contact CreditEnable (grievances@creditenable.com). Otherwise, if you agree to the collection and use of SPDI and/or PI as set out in this Borrower Consent please confirm that you have read and understood these terms by opting in through the tick box.

By agreeing to this Borrower Consent by clicking ‘Accept’ you hereby provide us with your explicit free consent for the collection, use, storage, transfer, processing, analyzing, retention



of the information. If you do not agree to provide your consent, CreditEnable may not be in a position to process your loan application.

1. Information that will need to be collected from you

In relation to undertaking a loan assessment for you and processing your loan application, we will need to collect certain information from you which will include the following:

- KYC documents (firm and individuals such as directors, partners, designated partners, proprietor);
- Income tax returns;
- Goods and services tax (GST) returns;
- Bank statements;
- Financial accounts;
- Bureau score (if available); and
- Any other documentation that may be required for your loan application as is specified while you are applying for the loan on CreditEnable's Website.

2. The purpose of collecting this information from you

It is necessary for CreditEnable to collect the information referred to in section 1 so that it can assist you in assessment suitability for a loan application and for any other services you may opt for. In particular, this information is required in order to:

- conduct a credit assessment on you;
- comply with CreditEnable's Know-Your-Client ("KYC") procedures;
- comply with any potential lender's KYC procedures; and
- comply with any potential lender's documentation requirements in relation to loan approval.

3. The intended recipients of the information collected from you

In addition to CreditEnable and any members of CreditEnable's group company, where this is required to complete CreditEnable's credit assessment analysis and processes or is otherwise necessary, the intended recipients of the information collected from you are CreditEnable's affiliates, partners, third party service providers and any potential lenders who



will consider your loan application. The collected information will be used, analysed, processed to undertake a credit assessment analysis and data analysis, using CreditEnable's processes, and if successful as decided solely by CreditEnable such information shall be provided to potential lenders who will consider your loan application by analyzing and processing the information to undertake a credit assessment analysis.

You authorize CreditEnable, to use, analyse, process, collect, transfer, retain or share any information provided by you with its partners, third party service providers and any potential lenders who will consider your loan application, or in any other manner that CreditEnable deems fit, and you shall not hold CreditEnable (including any of its affiliates, group companies, agents or representatives) liable for using or sharing of such information. This information may include without limitation all of the information listed above in Section 1, and any other information that may be required for your loan application.

You further authorise and consent to CreditEnable being appointed as your authorised representative to receive, collect, store, aggregate, copy, analyze your credit information, credit score and/or a copy of your credit information report (collectively referred to as "**Credit Information**") on an ongoing basis until the purpose for which CreditEnable is collecting, accessing such Credit Information. By providing this consent you are expressly agreeing to permit CreditEnable to access your Credit Information from Experian, Equifax, TransUnion CIBIL, CRIF High Mark and any other credit information company/credit bureaus licensed in India ("**CIC**"). You hereby also consent to such Credit Information being provided by the CIC to you and CreditEnable and you hereby agree, acknowledge and accept the terms and conditions set forth herein.

4. Contact details

Your information is collected by CreditEnable, whose contact details are:

Level 1, C Wing, Office No. 3, HDIL Kaledonia, Sahar Airport Road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra – 400069, India

Your information will be stored by CreditEnable and/or its affiliated partners via a secure database. CreditEnable has appointed a Grievance Officer whose details are given in its Privacy Policy. If you have any grievances pertaining to the PI and/or SDPI provided by you please contact, the Grievance Officer. Additionally, as set forth in the Privacy Policy, you have



certain rights with respect to the SPDI and/or PI such as right to withdraw consent, right to complain, right to erasure, etc. In the event you need any more information regarding these rights, please contact us at grievances@creditenable.com.

B. Terms & Conditions

1. The Borrower Consent is to be read in conjunction with CreditEnable's Privacy Policy and Terms and Conditions which are available on CreditEnable's Website.
2. From time to time, CreditEnable and/or its affiliates and partners may use your information to contact you by email, phone, SMS, WhatsApp, fax or mail. You consent to receive communication from CreditEnable and/or its affiliates and partners for the purposes of facilitating a loan with a Lender and for the purposes of CreditEnable and its affiliates and/or partners providing you the best offers, promotional and marketing communication, services and analysis. You agree that such communication may be transmitted through any communication channel, and that this consent overrides your registration on the DND register.
3. You declare that the information you have shared with CreditEnable is shared entirely of your own accord. You also agree that the information is true, accurate, complete and not misleading, and that you will promptly notify CreditEnable if there is any change in the information shared by you.
4. You acknowledge that your loan and all terms agreed therein are in accordance with contractual obligations agreed between you and the Lender only, and does not include CreditEnable. CreditEnable shall not be liable in any way if the Lender defaults in complying with the terms of any agreement or arrangement it has with you. CreditEnable is not underwriting any of the loan facility and the Lender is extending the loan facility to you solely on its own assessment without any recourse to CreditEnable. You agree and acknowledge that CreditEnable shall not undertake any liability, direct or indirect, that may arise in relation to the business arrangement entered into between you and the Lender including but not limited to repayment of the loan facility and/or interest. You also agree to indemnify CreditEnable at all times against all claims that arise in relation to the loan facility agreement that is entered into between you and the Lender, including those raised as a result of any default, non-compliance, error or omission made by you or any third party.



5. You agree that CreditEnable does not provide any representation or guarantee on behalf of the Lender. You will engage in any business arrangement with the Lender solely at your own risk.
6. You acknowledge that CreditEnable does not represent, warrant or guarantee that the quotes, fees, terms, rates, coverage or services offered by Lenders are the best available.
7. You acknowledge that the Lender may request to access your credit bureau record and any other publicly available credit check records to assess your credit worthiness, and that any such arrangement is exclusively between you and Lender.
8. You agree to indemnify CreditEnable at all times against all claims, actions, proceedings and demands including any suits, claims, disputes, liabilities, notice, litigation, prosecution, mediation, arbitration, enquiry or such differences or assessment taken by any governmental authority or any other person, whether direct or indirect, whether known or unknown that may arise due to or relate to the use of information shared by you.

By clicking 'accept' you agree that you have read and understood CreditEnable's Borrower Consent.

By clicking 'accept' you have also indicated your consent to your information (including any SPDI and PI) being collected for the purposes set out in this consent form and for its handling & storage in the manner as set out in this consent form.

** This document is an electronic record in terms of the Information Technology Act, 2000 and Rules made there under, and the amended provisions pertaining to electronic records.

Borrower Consent Terms & Conditions pertaining to P2P Lending Platforms (‘P2P Borrower Consent’)

In addition to the Borrower Consent Terms and Conditions, CreditEnable’s Privacy Policy and Terms of Use, you also agree to the following:

1. You hereby agree and give your consent to CreditEnable to share your personal information (“**PI**”) and/or any Sensitive Personal Data or Information (“**SPDI**”) that you submit to CreditEnable, to its business partners, which inter-alia includes Fairassets Technologies India Private Limited (“**Faircent P2P**”).
2. You agree that when such PI and/or SPDI is shared with Faircent P2P, you will be registered as a borrower on the platform of Faircent P2P (“**Faircent Platform**”) and you hereby confirm and consent to the following before being able to receive any loans from any lender registered on the Faircent Platform:
 - (i) You have not borrowed any amounts exceeding INR 10,00,000/- across all the P2P platforms in India and you also agree that you will not exceed the limit specified by the Reserve Bank of India (“**RBI**”) for borrowing on P2P platforms in India; and
 - (ii) You have not borrowed more than INR 50,000/- from the same lender across all P2P platforms in India.
3. As per the directions of the RBI, Faircent P2P is required to at all times, make available to the lenders registered on the Faircent Platform, information regarding borrowers registered on the Faircent Platform including without limitation details about the borrower(s) including personal identity, required amount, interest rate sought and credit score as arrived by Faircent P2P. You hereby provide your express consent to have the aforesaid information of yours available to the lenders registered on the Faircent Platform.
4. If you do not consent or agree to the above, then you will be disqualified from registering as a borrower on the Faircent Platform.
5. By providing this consent, you are providing your express consent to all of the above directly to Faircent P2P, and agree and undertake that Faircent P2P shall have the right to enforce its rights against you for any breach of your representation as stated above.

By clicking ‘accept’ you agree that you have read, understood and agree to CreditEnable’s P2P Borrower Consent and confirm the representations contained in paragraphs 2(i) and (ii).



By clicking 'accept' you have also indicated your consent to your information (including any SPDI and PI) being collected for the purposes set out in this consent form and for its sharing and display in the manner as set out in this consent form.

** This document is an electronic record in terms of the Information Technology Act, 2000 and Rules made there under, and the amended provisions pertaining to electronic records.

CONSENT TO ACCESS CREDIT INFORMATION

Oktober6 Insight Private Limited and/or its affiliates including but not limited to Oktober6 Limited (collectively referred to as "**CreditEnable**") own and operate a technology platform (available at <https://www.creditenable.com>, <https://apply.creditenable.com>, and all related pages and its mobile site (jointly the "**Platform**") on which borrowers (the "**User**" or "**You**") can apply to avail of a business loan facility from bank, financial institutions or non-banking financial company, etc. ("**Lender**"). In connection with your application for a business loan facility, CreditEnable shall require access to your Credit Information (as defined hereinafter). CreditEnable shall use the Credit Information only for the purpose of offering you personalised business loan facilities and other services availed/opted for by you ("**Services**") through the Platform ("**Purpose**").

BY ACCEPTING THIS CONSENT FORM, YOU ARE EXPRESSLY AGREEING TO ACCESS YOUR CREDIT INFORMATION REPORT AND CREDIT SCORE, AGGREGATE SCORES, INFERENCES, REFERENCES AND DETAILS (TOGETHER REFERRED TO AS "CREDIT INFORMATION"). YOU HEREBY ALSO IRREVOCABLY AND UNCONDITIONALLY CONSENT TO SUCH CREDIT INFORMATION BEING PROVIDED BY ANY CREDIT INFORMATION COMPANY/CREDIT BUREAUS LICENSED IN INDIA TO YOU AND CREDITENABLE BY USING THEIR RESPECTIVE TOOLS, ALGORITHMS AND DEVICES. YOU HEREBY AGREE, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. You agree that by submitting your details on the Platform and requesting for the Services, you hereby provide express, unconditional and voluntary consent to CreditEnable, authorizing and appointing CreditEnable as your lawful authorised representative, for the purposes, including but not limited to instruct any of the credit information company/credit bureaus licensed in India ("**CIC**") and/or their respective affiliates, to receive, collect, store, aggregate, copy, analyze, compile and use your Credit Information, from the CIC on your behalf.



2. By providing this consent you are expressly agreeing to permit CreditEnable to access your Credit Information from Equifax, TransUnion CIBIL, CRIF High Mark and any other CIC. You hereby also consent to such Credit Information being provided by the CIC to you and CreditEnable and you hereby agree, acknowledge and accept the terms and conditions set forth herein.

3. You agree that CreditEnable has no control over the content or accuracy of information provided in your Credit Information by CICs. CreditEnable gets this information from CIC for and on your behalf only when you agree to appoint CreditEnable as your lawfully appointed authorized agent/representative for collecting your Credit Information from CICs. By consenting to use and avail your Credit Information report through CreditEnable, you agree that CreditEnable and CICs shall be entitled to rely on this authorization and consent granted by you to CreditEnable.

4. You agree that this consent is required to provide you with personalized offers for products, business loans and Services from CreditEnable, and/or the Lenders. Further, you hereby expressly grant consent to CreditEnable to instruct the CICs to deliver and/or transfer your credit report to CreditEnable on your behalf.

5. You hereby authorize CreditEnable to do all of the following in connection with the Purpose:

- (i) Verify your identity and share with CIC(s) certain personally identifiable information about you. For e.g., name, PAN etc.;
- (ii) Request and receive your Credit Information from CIC(s), including but not limited to a copy of your consumer credit report including credit score, at any time for: (i) a limited period of 6 (six) months; or (ii) till such time the Credit Information is required to be retained to satisfy the purpose for which it was provided; or (iii) until you withdraw your consent to store such Credit Information, whichever is earlier and/or as per applicable governing laws and thereafter, the stored Credit Information shall be deleted, purged or expunged by CreditEnable;
- (iii) Retain a copy of your Credit Information as per applicable governing laws, along with the other information you have given CreditEnable access to under this consent, for use in accordance with terms and conditions of this consent, CreditEnable's Terms of Use and Privacy Policy; and



(iv) To assign/transfer your authorization to different CICs and accordingly receive, collect, store, aggregate, copy, analyze, compile and use your Credit Information, from such CIC on your behalf and in the manner consistent with the terms and conditions of the arrangement between CreditEnable and the CIC. This consent provided by you shall be valid for all CIC(s) partnered with CreditEnable.

6. You agree that the terms of this consent shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai in regard to any dispute arising hereof.

YOU HEREBY DECLARE THAT YOU HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS CONSENT AND AGREE TO BE BOUND BY THE SAME.

BY CLICKING "ACCEPT" YOU AGREE AND ACCEPT THE DISCLAIMERS AND TERMS AND CONDITIONS SET OUT HEREINABOVE.

☐ Accept

☐ Decline

*This document/contract/understanding is an electronic record published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011 framed under the Information Technology Act, 2000, and does not require any physical/digital signatures.