

# PRIVACY POLICY

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Shaan Finance Limited, a company registered under Companies Act- 1956 having its registered office at SB-One, 260/33, 9<sup>th</sup> A main Road, 3<sup>rd</sup> Block Jayanagar, Bangalore -560041 (hereinafter shall be referred to as “Shaan Finance Ltd”, “SFL”, “Company”, “We, “Us” “Our” (The words Website and Platform are hereinafter used interchangeably).

We believe fairness and transparency are important and power the decisions we make. This includes how we gather and respect your personal identifiable information, but we also recognize that you expect us to treat this information appropriately. We’ve written this online Privacy Policy to empower and inform you about your privacy while on our website or while using our mobile application.

This Privacy Policy (“Policy”) explains how we collect personally identifying information and other information about the Customer/Consumer, how it is used, the circumstances under which such Information might be disclosed to third parties, and the steps taken to safeguard the Personal Information of the User/Customer.

For the purpose of this Privacy Policy, the users of the Services may be customer/consumers, or any other persons using Services or accessing our Platform (“user” or “you” or “your”).

This Policy applies to all the pages on the Platform, which is owned and operated by Shaan Finance Limited and is subject to our Terms of Use.

## **CONSENT OF THE USER**

1. By visiting the Platform (“**Website**”) you agree to be bound by the terms and conditions of the Company’s Privacy Policy.
2. If you do have reservation and disagreement, please do not use or access the Platform.
3. By mere use of the Platform, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of use provided at our website (“**Terms of Use**”).

## **NO WARRANTIES**

1. The Platform including the information and materials, and any software made available, are provided “as is” and “as available” without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose or warranty of any kind, express or implied, regarding third party content.
2. The SFL shall take commercially reasonable endeavors to keep the Website free from any kind of unauthorized access, computer viruses, however, the company cannot warrant that the Platform shall be free of any computer viruses or any unauthorized access. We cannot guarantee the

security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the internet.

### **LIMITATION OF DAMAGES**

1. In no event shall Shaan Finance Limited or any of its subsidiaries, affiliates, their directors, officers, employees, representatives and service providers be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of our platform or any linked web site, even if SFL is expressly advised of the possibility of such damages. SFL accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
2. In the event SFL is found liable, despite the limitation above, for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of SFL shall be restricted to, in the aggregate, any service/transactional fees paid by you to the Company in connection with such transaction(s) on this Platform, if applicable.

### **SECURITY PRECAUTIONS**

1. The SFL intends to protect your shared information on the Platform and to maintain its accuracy as confirmed by you. We implement reasonable physical, administrative, and technical safeguards to help us protect your information from unauthorized access, use, and disclosure. We also require that our registered third-party service providers protect such information from unauthorized access, use, and disclosure.
2. Our Platform has stringent security measures in place to protect the loss, misuse, and alteration of the information under control. We endeavor to safeguard and ensure the security of the information provided by you. We endeavor to use Secure Sockets Layers (SSL) based encryption, for the transmission of the information, which is currently the required level of encryption in India as per the law.
3. We blend security at multiple steps within our products with adequate technology to ensure our systems maintain strong security measures and the overall data and privacy security design allow us to defend our systems ranging from low hanging issue up to sophisticated attacks.
4. We aim to protect from unauthorized access, alteration, disclosure or destruction of information we hold, including:
  - We offer security feature like an OTP verification to help you protect your account;
  - We review our information collection, storage, and processing practices, including physical security measures, to prevent unauthorized access to our systems;
  - We restrict access to personal information to our employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations;

- Compliance & Cooperation with Regulations and applicable laws.
  - We regularly review this Privacy Policy and make sure that we process your information in ways that comply with it.
  - We ensure that Aadhar number is not disclosed in any manner.
5. We or our affiliates maintain your information on servers located in India. Data protection laws vary among countries, with some providing more protection than others. We also comply with certain legal frameworks relating to the transfer of data as mentioned and required under the Information Technology Act, 2000 and rules made thereunder. When we receive formal written complaints, we respond by contacting the person who made the complaint. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.
  6. Despite our best efforts, you will appreciate that no data security measures can guarantee 100% security. You should therefore take steps to protect against unauthorized access to your password, phone and computer unauthorized link. We are not responsible for any lost, stolen or compromised passwords, or for any activity on your account via unauthorized password activity.
  7. Any data stored, if stored by the platform, being Customer Private data including Name, Mobile No., Address, Email id, Photograph, KYC documents shall be stored only with the explicit consent of the Customer. In no case, no such data will be stored wherein explicit consent has not been taken.
  8. The Company does not, in any circumstances, store any biometric data of the customer.

### **UNLAWFUL USE**

1. We reserve the right to investigate complaints or reported violations of this Privacy Policy and to take any action as deemed appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons, or entities relating to users profiles, e-mails, addresses, usage history, posted materials, IP addresses, and any other information if required by the appropriate authorities.

### **SHARING OF PERSONAL INFORMATION**

1. The consent to the use of your personal information by SFL and/or its third-party providers and distributors in accordance with the terms of and for the purposes set forth in the Privacy Policy for providing you services and products including but not limited to any type of credit facility or loans. SFL reserves the right to use the information to provide you with a more personalized online experience.
2. We use the information we collect to:
  - Provide you the services that you have requested.
  - Tell you about exciting offers which we think you will value
  - Customize the content and advertising that you see on the Website.
  - Improve your experience on the platform and with SFL.
  - As otherwise described to you at the point of collection or with your consent.
  - As permitted by applicable law, to assist us in advertising our products and services in various mediums including, without limitation, sending promotional emails, advertising our services on third party sites and social media platforms, direct mail, and by telemarketing.

- To protect our customers, employees or property - for instance, to investigate fraud, harassment or other types of unlawful activities involving SFL or its affiliates and third parties that we do business with, and to enforce this Privacy Policy, as well as our Terms of Service.
3. SFL shall share personal information about you with partners or affiliated companies to provide products or services you have requested or to suggest products and services suitable for you.
  4. SFL provides the information to trusted partners who work on behalf of or with us. These companies may use your personal information to help SFL communicate with you about offers from Company and our marketing partners. However, these companies do not have any independent right to share this information
  5. SFL may share your information with its business partners who provide services, who are NBFC, Bank, who sponsor an event, or who jointly offer a service or feature with us.
  6. The SFL shall transfer information collected from you if our Company is acquired by or merged with another company.
  7. We may disclose the information we collect from you in order to comply with applicable law, judicial proceedings, a court order, or other legal process or any issues related to Statutory and Regulatory concern as per law. We may disclose the information collected from you if we believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, as evidence in litigation in which we are involved, or as otherwise required by law.
  8. From time to time, we may seek your consent to use your information for a purpose not described in this Privacy Policy. We may also share your personal information with third parties under other circumstances where we have your consent for specific purposes.
  9. You may choose to give us personal information, such as your name, contact number, address or e-mail id that may be needed, for example, to correspond with you, to participate on the site, or to apply for a Loan.
  10. We sometimes collect anonymous information from visits to our Website to help us provide better customer service. For example, we keep track of the domains from which people visit and we also measure visitor activity on our Website, but we do so in ways that keep the information anonymous. SFL or its affiliates or vendors may use this data to analyses trends and statistics and to help us provide better customer service. This anonymous information is used and analyzed only at an aggregate level to help us understand trends and patterns. None of this information is reviewed at an individual level.
  11. We maintain standard IP logs that record data about users who access our platform. We store this information for providing services and as an analysis tool. These IP logs are stored securely and may only be accessed by employees or designees on a need-to- know basis for a specific purpose.
  12. We identify and use your IP address to help diagnose problems with our server, and to administer our Website. Your IP address is also used to help identify you and to gather broad demographic information.
  13. We will make a sincere effort to respond in a timely manner to your requests to correct inaccuracies in your personal information. To correct inaccuracies in your personal information please return the message containing the inaccuracies to the sender email id with details of the correction requested.
  14. SFL may, if you choose, send direct mailers to you at the address given by you. You have the option to 'opt-out' of this direct mailer. We respect your privacy and, in the event, that you choose to not receive such mailers, we will take all steps to remove you from the list.
  15. SFL provides links to websites and access to content, products and services from third parties, including users, advertisers, affiliates, service providers and sponsors of the Website. You agree that our Company is not in control of and is not responsible for the availability of, content

provided on, accuracy and completeness of information on, third party web sites. The User is requested to peruse the policies posted by such third party web sites regarding their privacy policy and terms of use, before using/accessing such web sites.

16. SFL is not responsible for third party content accessible through the Website, including opinions, advice, statements and advertisements, and you shall bear all risks associated with the use of such content. SFL is not responsible for any loss or damage of any sort user may incur from dealing with any third party.
17. In the event, you intend to delete the information submitted by you to SFL from database, you shall inform us about the same at [info@shaanfinance.in](mailto:info@shaanfinance.in). It is clarified, that after such request, you will not be able to access all the services and content available on the Website.
18. Wherever possible, we indicate the mandatory and optional fields. You always have the option to not provide your personal information by choosing not to use a particular service or feature on the Platform.

### **COLLECTION OF DEVICE LOCATION AND INFORMATION**

1. We collect your location information from your device to reduce the risk associated with your account and provide serviceability of your loan application, minimize the risks to your loan application, and provide pre-approved customized loan offers. This also helps us to verify the address, make a better credit risk decision and expedite know your customer (KYC) process as per regulatory guidelines.
2. The information the Platform collects, and how that information is used, depends on how you manage your privacy controls on your device. We collect information from the device when you use the platform and explicitly seek permissions from YOU to get the required information from the device.
3. The information we collect from your device may include – hardware model, build model, RAM, storage; unique device identifiers like IMEI, serial number, SSAID; SIM information that includes network operator, roaming state, MNC and MCC codes, WIFI information that includes MAC address and mobile network information to uniquely identify the devices and ensure that no unauthorized device acts on your behalf to prevent frauds.
4. We collect information about your device to provide automatic updates and additional security so that your account is not used on other people's devices. In addition, the information provides us valuable feedback on your identity as a device holder as well as your device behavior, thereby allowing us to improve our services and provide an enhanced customized user experience to you.
5. We will keep the personal data we collect about you on our systems for as long as required for the purposes set out above or even beyond the expiry of transactional or account-based relationship with you: (a) as required to comply with any legal and regulatory obligations to which we are subject or (b) for the establishment, exercise or defense of legal claims.

### **LINK TO THIRD-PARTY**

1. Our Platform has a link to a registered third-party which collects data on our behalf and data is stored to a secured server to perform a credit risk assessment. We ensure that our third-party service provider takes extensive security measures in order to protect your personal information against loss, misuse or alteration of the data.
2. Our third-party service provider employs separation of environments and segregation of duties and has strict role-based access control on a documented, authorized, need-to-use basis. The

stored data is protected and stored by application-level encryption. They enforce key management services to limit access to data.

3. Furthermore, our registered third-party service provider provides hosting security – they use industry leading anti-virus, anti-malware, intrusion prevention systems, intrusion detection systems, file integrity monitoring, and application control solutions.

## **PROHIBITED ACTIONS**

1. While using this Platform, the customer agrees not to, by any means (including hacking, cracking or defacing any portion of the Platform) indulge in illegal or unauthorized activities including the following:
2. Restrict or inhibit any authorized user from using this Platform;
3. Use the Platform for unlawful purposes;
4. Harvest or collect information about Platform users without their express consent;
5. “Frame” or “mirror” any part of the Platform without our prior authorization;
6. Engage in spamming or flooding;
7. Transmit any software or other materials that contain any virus, time bomb, or other harmful or disruptive components;
8. Remove any copyright, trademark, or other proprietary rights, or notices contained in the Platform;
9. Use any device, application, or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Platform; or
10. Permit or help anyone without access to the Platform to use the Platform through your username and password or otherwise.

## **COOKIES**

1. A “cookie” is a small piece of information stored by a web server on a web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. We place both permanent and temporary cookies on your computer’s hard drive. The cookies do not contain any of your personally identifiable information.
2. We use data collection devices such as “cookies” on certain pages of the Website to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety.
3. We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are “session cookies,” meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case, you may not be able to use certain features on the Website and you may be required to re-enter your password more frequently during a session.
4. Additionally, you may encounter “cookies” or other similar devices on certain pages of the Website that are placed by third parties. We do not control the use of cookies by third parties and you shall be solely responsible for accepting such third-party cookies.

## **USER-GENERATED CONTENT**

1. We may invite you to post content on the Website, including your comments, pictures, and any other information that you would like to be available on the Website. If you post content on the Website, the information that you post will be available to other visitors of the Website.
2. If you post your own content on the Website, your posting may become public and we cannot prevent such information from being used in a manner that may violate this Privacy Policy, the law, or your personal privacy. You shall be solely responsible for any such information, picture, review, content, remarks, etc. posted by you.
3. Further, User testimonials, reviews, recommendations, or statements may be used by us on our social media platforms for advertising or promotional services.

### **CHANGES IN PRIVACY POLICY**

1. This Privacy Policy is subject to change at any time without notice. Due to changes in legislation or enhancements to functionality and content on the Platform, SFL may make changes to the Privacy Policy (without being obliged to do so) and would reflect those changes in this Privacy Policy.
2. If our Privacy Policy changes in the future, it will be posted here, and a new effective date will be shown. Hence, to make sure you are aware of any changes, kindly review this Privacy Policy periodically.

### **GOVERNING LAW AND JURISDICTION**

1. The Platform is for informational purposes only and should not be construed as technical advice of any manner you are solely responsible for any act or transaction is undertaken by you. By viewing/accessing the Website you agree to the exclusive jurisdiction of the courts at Bangalore, India in respect of any action arising therefrom or related thereto.

### **NODAL GRIEVANCE REDRESSAL OFFICER**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below for your reference, with regard to issues to the platform:

**Name:** Arnab Sarkar

**Address:** 260/33,9<sup>th</sup> A Main Road, 3<sup>rd</sup> Block Jayanagar, Bangalore 560041, Karnataka

**Phone:** +91 89040 22506

**E-mail:** [customergrievances@shaanfinance.in](mailto:customergrievances@shaanfinance.in)

**Time:** 9:30am-6:30pm (Monday-Friday)

You may contact the Grievance Officer in relation to any grievances that you may have in relation to this Privacy Policy.

### **MODE OF LODGING COMPLAINT**

The company commits and assures to provide the best possible recourse to resolve all grievances. You can lodge a complaint in reaching to the Nodal Grievances Officer through Mail, tele call and in writing.