

Certification of Completion

Clickwrap ID	44df08dd-a076-4722-85a5-af15ae4a8259
Clickwrap Name	Centricity TnC - CRN000105483
Agreements	Privacy Policy (v1.1), Terms and Conditions (v1.1)
Status	Completed

Signature Event Completed

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Signed : 17 October, 2025 11:47:29 UTC
Using IP Address : 124.123.123.153

Privacy Policy

We, Centricity Wealth Tech Private Limited, the creators of this Privacy Policy ensure our firm commitment to your privacy Vis-À-vis the protection of your priceless information. In order to endow you with our uninterrupted use of services, we may collect and, in some circumstances, disclose information about you. To enhance better protection of your privacy we provide this notice explaining our information practices and the choices you can make about the way your information is collected and used.

This privacy policy should be read in accordance with any agreement you have with Centricity Wealth tech Pvt Ltd, including Terms & Conditions for your investment account and the Know Your Customer (KYC) process. If you have any questions or concerns regarding this privacy policy, you should contact our Customer Support Desk at support@centricity.co.in

1. OVERVIEW

We commit to respecting your online privacy data. We further recognize your need for appropriate protection and management of any personally identifiable information ("Personal Information") you share with us. Information that is considered personal about you by us includes, but is not limited to, your name, address, email address, portfolio details or other contact information.

In order to use this website, you are required to register yourself by providing the following information which includes, but is not limited to:

- Name
- PAN Number
- Phone number
- Email address
- Date of Birth
- Bank account details
- Pictures of self and documents required for KYC.

If you are using our portfolio reporting services, then you also choose to share your consolidated investment statement.

We may collect Aadhaar information from you for KYC purposes. Please note that it is not mandatory for you to provide your Aadhaar details for KYC purposes, and you may provide other identification documents such as [PAN card, Passport or Driving license or Voter's ID card]. However, we shall inform you in case collection of Aadhaar information is mandatory for the purpose of compliance with applicable law. We will not be sharing your Aadhaar details further with third parties without your consent. We do not retain your Aadhaar details longer than required for the purposes mentioned above and will keep such details secure and confidential in accordance with applicable laws.

2. NOTIFICATION OF MODIFICATIONS AND CHANGES TO THE AND PRIVACY POLICY

We reserve the right to change the Terms and Privacy Policy from time to time as seen fit, without any intimation to you, and your continued use of the site will signify your acceptance of any amendment to these terms.

You are therefore advised to re-read the Terms of Service on a regular basis. Should it be that you do not accept any of the modifications or amendments to the Terms, you may terminate your use of this website immediately.

3. INFORMATION WE COLLECT

Our site's online requisition form requires users to give us contact information (like your name, address, telephone number and email address), PAN card information, bank account information, and other Know-your-customer information (like your picture, PAN Card copy, address proof copy). As a registered member you are required to provide a valid email address at registration and choose a username or alias that represents your identity on our website.

Certain information, such as your name, e-mail addresses, is collected in order to, among other things, verify your identity and for use as account numbers in our record system. Email addresses, Geo-locations, any information entered in the Live Chat window or any other form displayed on any section of the website are also collected.

Connecting Your Email Account

You can choose to provide explicit consent to connect your email accounts with your Centricity account.

Once connected, Centricity will securely access and analyze the contents of emails from registrar & transfer agents and depositories for the purpose of reading the consolidated holdings statement to provide a consolidated view of your investment portfolio at one place.

We encourage you to review your information prior to signing in through the applicable service.

You can choose to enable us to access one or more of your email accounts by connecting such account(s) with your Centricity account. If you connect your email account(s), Centricity will automatically access and analyze the contents of emails (only from two kind of sources — RTAs and Depositories) on an ongoing basis for the purpose of identifying documents related to the applicable App Services availed by you, including the portfolio tracker. This is to assist the user in collating details on the App, which will primarily consist of include investment details.

Once linked, the applicable information will then be extracted from your emails into your Centricity account so that you may access the same through the Centricity website/app.

Centricity's access to the email account(s) is authorized through the email provider's access mechanism. If you choose to use our portfolio reporting platform, Centricity will securely store details for each of your financial investments or other net worth statements, including your sign-in user name and authorization

tokens for tracked accounts. This information will be used to enable Centricity to automatically access your consolidated investment holding statement and analyze, extract, and store information securely from such accounts for use in the Centricity website/app. You will be asked in each case whether you want to connect your email account.

4. COOKIES

We use data collection devices such as "cookies" on certain pages of our Websites. "Cookies" are small files sited on your hard drive that assist us in providing customized services. We also offer certain features that are only available through the use of a "cookie". Cookies can also help us provide information, which is targeted to your interests. Cookies may be used whether you register with us or not.

5. EXTERNAL LINKS ON WEBSITE

The Website may include hyperlinks to other web sites or content or resources including without limitation websites of Developers. We have no control over any websites or resources, which are provided by companies or persons other than us.

You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials available on or from such websites or resources.

You acknowledge and agree that We are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, or other materials on, or available from, such websites or resources. These third-party service providers and Third-Party Sites may have their own privacy policies governing the storage and retention of your personal information that you may be subject to. We recommend that when you enter a Third-Party Site, you review the Third Party Site's privacy policy as it relates to safeguarding your personal information. We use third-party advertising companies to serve ads when you visit the Website.

6. OUR USE OF YOUR INFORMATION

By signing up to the Centricity platform, you agree and consent to receive all communications at the mobile number provided, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorize Centricity Wealth Tech Pvt. Ltd. to share/disclose the information to any third party service provider or any affiliates, group companies, their authorized agents, or third-party service providers.

Your contact information is also used to contact you when necessary. We 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 record your transaction on www.centricity.co.in for regulatory compliance. Finally, we may use your IP address to help protect our partners and ourselves from fraud. We will continue to enhance our security procedures as new technology becomes available. We will transfer information about you if we are acquired by or merged with another company.

Use of Personal Information

The following sections describe in more detail how we propose to use your personal information:

Fulfilling your Transaction Request

Any information provided by you will be used solely for processing your transaction or for any other purposes for which you have granted us the access to such information, based on our mutual agreement / discussions / communications / correspondences. All personal information provided by you in our website/app which has been duly received and accepted by us will be used solely for the purpose of processing a transaction on our platform. To enable such process, we may share information with authorized third-parties, for instance, our business partners, financial teams/institutions, or postal/government authorities involved in fulfilment of said transactions, if any. In connection with a transaction, we may also contact you as part of our customer satisfaction surveys or for market research purposes.

Personalizing your Experience on our website/app

We may use information we collect about you to provide you with a personalized experience on our website/app, such as providing you with content based on your interest and making navigation on our sites easier.

7. OUR DISCLOSURE OF YOUR INFORMATION

Due to the existing regulatory environment, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting and foregoing), we may be forced to disclose information to the government, law enforcement agencies or third parties. Under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or members may abuse or misuse your information that they collect from our Website. Therefore, although we use bank-grade security practices to protect your privacy, we do not promise, and you should not expect, that your personally identifiable information or private communications would always remain private.

As a matter of policy, we do not sell or rent any personally identifiable information about you to any third party. However, the following describes some of the ways that your personally identifiable information may be disclosed.

7.1 External Service Providers: There may be a number of services offered by external service providers that help you use our Websites. If you choose to use these optional services, and in the course of doing so, disclose information to the external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their private policy.

7.2 Other Corporate Entities: We share some data mainly personally identifiable information about you, with our parent and/or subsidiaries, such data will be shared for the sole purpose of enhancing the performance of your investments. To the extent that these entities have access to your information, they will treat it at least as protectively as they treat information they obtain from their other members. It is possible that we and/or our subsidiaries, or any combination of such, could merge with or be acquired by another business entity. Should such a combination occur, you should expect that we would share some or all of your information in order to continue to provide the service. You will receive notice of such event (to the extent that it occurs).

7.3 Law and Order: We cooperate with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can (and you authorize us to) disclose any information about you to law enforcement and other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us or you to legal liability.

8. ACCESSING, REVIEWING AND CHANGING/DELETING YOUR PROFILE/ACCOUNT

Following registration, you can review and change the information you submitted until you make a successful investment. If you change any information we may keep track of your old information. After making your investment, you can change your bank account details, correspondence address, nominee details after providing sufficient and adequate proof of the authenticity of information.

We will retain in our files information you have requested to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions. Further, such prior information is never completely removed from our databases due to technical and legal constraints, including stored 'back up' systems. Therefore, you should not expect that all of your personally identifiable information will be completely removed from our databases in response to your requests.

8.7 Account Deletion: We provide all our Users an option to request the deletion of a complete account through the support section on the Centricity platform / app.

Following such request, we delete all such information related to the specific account including but not limited to profile information, transaction details, reward details, referrals details, statement details, google sessions etc. that we are not required to retain.

In certain circumstances, we may be unable to delete your account, such as if there is any outstanding dispute or unresolved claims pending on your account.

However, upon resolution of the issue preventing deletion, the information is immediately deleted and can't be recovered thereafter. Please note that we may retain certain information if necessary for our own legitimate business interests such as fraud prevention and enhancing users' safety and security OR to fulfil our legal obligations and compliance.

9. CONTROL OF YOUR PASSWORD

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. It is important that you protect it against unauthorized access of your account and information by choosing your password carefully, and keeping your password and computer secure by signing out after using our services

You agree not to use the account, username, email address or password of another Member at any time or to disclose your password to any third party. If you choose to share this information with third parties to provide you additional services, you are responsible for all actions taken with your login information and password and therefore should review each third party's privacy policy. You are responsible for all actions taken with your login information and password, including fees. If you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately change your password. You agree to notify us immediately if you suspect any consistent unauthorized use of your account or access to your password even after changing it.

10. OTHER INFORMATION COLLECTORS

Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties, whether they are on our Websites or on other sites throughout the Internet, different rules may apply to their use or disclosure of the information you disclose to them. To the extent that we use third party advertisers, they adhere to their own privacy policies. Since we do not control the privacy policies of the third parties, you are subject to ask questions before you disclose your personal information to others.

11. SECURITY

We treat data as an asset that must be protected against loss and unauthorized access. We employ bank-grade security techniques to protect such data from unauthorized access by members inside and outside the company. We follow generally accepted industry standards to protect the personal information submitted to us, when we receive it. However, "perfect security" does not exist on the Internet. You therefore agree that any security breaches beyond the control of our standard security procedures are at your sole risk and discretion.

12. DISCLAIMER

We cannot ensure that all of your private communications and other personal information (including sensitive information like credit card information and bank account number) will never be disclosed in ways not otherwise described in this Privacy Policy. Therefore, although we are committed to protecting your privacy, we do not promise, and you should not expect, that your personal information will always remain private. As a user of the Site, you understand and agree that you assume all responsibility and risk for your use of the Site, the internet generally, and the documents you post or access and for your conduct on and off the Site.

13. INTELLECTUAL PROPERTY

• You do not have ownership of any intellectual property rights, including branding or logos of Centricity and You shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through Centricity,

except that which You may download for personal, non-commercial use.

- All of the content on the Platform, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, tradenames, copyright, emails, SMS's and WhatsApp communication ("Contents"), constitute Our intellectual property. Centricity and its licensors, if any, are the sole owners of the underlying software and source code associated with the Product and all the trademarks, copyright and any other intellectual property rights of any nature in the Platform.
- In case you believe that the Platform violates your intellectual property, you must promptly notify the Company in writing at support@centricity.co.in. These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by you may result in the termination of your access to the Platform.

14. GOVERNING LAWS AND JURISDICTION

The Terms of Use shall be governed and construed in accordance with the laws of India without reference to conflict of laws principles. All disputes arising in relation to shall be subject to the exclusive jurisdiction of courts at Delhi.

15. UPDATES TO THIS POLICY

This Policy was last updated on 11th Feb 2022 ("Last Update Date"). From time to time we may change Our Policy. We will notify you of any material changes to this Policy as required by law. We will also post an updated copy of the Policy on Our Platform. Please check Our Platform periodically for updates on the Policy.

Changes to this Policy will be effective as of the stated Last Update Date mentioned in the Policy. By continuing using the Platform i.e. by providing information on the Platform / browse the Platform / access the Platform / use the Services provided by the Company on the Platform, after any change in this Policy, You agree with the modified and updated Policy and provide consent to the collection of information including Personal Information disclosed by You on the Platform according to terms of such modified Policy.

16. DETAILS OF GRIEVANCE OFFICER:

If you have any queries with respect to the above mentioned privacy policy you may contact the following person:

Name: Mr. Nikhil Golatkar

Email ID: ng@centricity.co.in

Welcome to Centricity

Sign up and get started to grow your wealth with our curated recommendations and insights into your wealth journey...

Terms and conditions

These Terms and Conditions ("T&C") govern your access and the use of the platform accessible through ("Platform") for general browsing or any other services available on the Platform or accessible through it.

Please read these T&C carefully before accessing or using the Platform. By accessing or using the Platform, you agree to be bound by the T&C. If you do not agree to all the terms and conditions, then YOU MAY NOT ACCESS THE PLATFORM OR USE ANY SERVICES PROVIDED BY CENTRICITY WEALTH TECH PRIVATE LIMITED OR ITS AFFILIATES ("Centricity")

The words "You" and "Your" refer to the user of our Platform and shall include both singular and plural. The T&C form a legal and binding agreement between You and Centricity.

1. ELIGIBILITY

You represent and warrant that You are legally eligible to enter into a binding contract and have not previously been suspended or removed from the Platform or any part thereof.

In order to use this website, you are required to register yourself by providing the following information which includes, but is not limited to:

2. ACCOUNT

If you wish to use or browse through the Platform, you are required to maintain an account on the Platform ("Account") and you will be required to furnish certain information and details, including Your name, email id, contact number, financial information, and any other information deemed necessary by Centricity

You further understand that you are responsible for maintaining the confidentiality of your Account including log-in details. You agree to accept responsibility for all activities that occur through your Account.

You represent and warrant that all information, data and documents provided by You (a) for creating of the Account; and/or (b) through Your Account are true, correct, accurate and up to date. In the event of any change, You agree to update the details of the Account immediately. You further represent and warrant that at the time of making any new Account, You do not currently have an existing account on the Platform.

3. USE OF PLATFORM

You shall remain compliant with the applicable laws for availing or using the services through the Platform.

- a. You shall remain compliant with the applicable laws for availing or using the services through the Platform.
- b. Centricity shall not be responsible for any delay or failure in processing any transaction or any request whatsoever resulting from infrastructure issues such as server downtime, network unavailability and connectivity issues.
- c. Centricity has the sole authority and right to reject Your request to open an account with Centricity without disclosing any reason for rejection. Centricity may also reject or suspend Your request to open or operate Your Account on directions received from regulatory or statutory authorities.
- d. You hereby consent to record Your telephonic conversations with the customer support department of Centricity (managed by itself or through any outsourced vendor) for quality control, record retention purposes, and other similar purposes.
- e. You hereby declare that the transactions made through the Platform shall be through Your own legitimate source/ bank account only and the said transactions do not contravene any act, rules, regulations, notifications or directives of the provisions of the Income Tax Act, Anti Money Laundering laws, Anti-Corruption Laws or any other applicable laws from time to time.

4. PROHIBITED USES

You shall not use or access the Platform to host, display, upload, modify, publish, transmit, store, update or share any information that:

- a. belongs to another person and to which the user does not have any right;
- b. is defamatory, obscene, harmful to child, pornographic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- c. infringes any patent, trademark, copyright or other proprietary rights;
- d. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- e. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- f. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

5. INTELLECTUAL PROPERTY RIGHTS

- a. The content and information contained within our Platform or delivered to You in connection with Your use of our Platform is the property of Centricity. The names of other companies and third party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose without the written permission of Centricity or third party, which may own the marks.
- b. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, distributed or otherwise exploited for any commercial purpose without express written consent of Centricity, as may be applicable. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by Centricity herein.;

6. THIRD PARTY MATERIAL AND SERVICES

Centricity may provide You links to third party services ("Third Party Services") and may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials"). You acknowledge and agree that Centricity is providing the Third Party Materials on an "as is" basis and is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or Third-Party Services. CENTRICITY DOES NOT WARRANT OR ENDORSE AND DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY THIRDPARTY SERVICES, THIRD PARTY MATERIALS OR WEB SITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD PARTIES.

7. DISCLAIMERS

- a. Centricity, officers, directors, employees or any related party disclaim any liability to You or to any third party for any indirect, incidental, special or consequential damages, including without limitation loss of investments, revenue or profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) howsoever arising.
- b. Centricity, officers, directors, employees or any related party shall not be liable to You or any third party for any damages arising from any actions or investment decisions taken by You based on the accuracy of the data presented through the Platform.
- c. Centricity does not warrant the accuracy or adequacy of the content of the Platform and disclaims liability for errors or omissions in the same.
- d. You also agree to waive, release, discharge and hold harmless Centricity, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform.

8. INDEMNITY

You agree to indemnify and hold Centricity, its affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Platform, any violation by You of these terms, or any breach of the representations, warranties, and covenants made by You herein or Your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libel, obscene, harassing or offensive material posted/ transmitted by You on the Platform

9. LIMITATION OF LIABILITY

In no event, Centricity, its directors, employees, agents will be liable to You or any third party for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this T & C; (ii) use of or access to the Platform; (iii) any other interactions with Centricity; or (iv) any action or omission caused by any other third party, however caused and whether arising in contract, tort including negligence, warranty or the amount required as per regulatory guidelines

10. AMENDMENT

Centricity reserves the right to amend or supplement any of the terms at any time, and will give prior notice of such amendment. The amended terms and conditions shall be communicated to you on the Platform, and by other acceptable modes of communication. By using Platform, You shall be deemed to have accepted the amended terms and conditions.

11. GOVERNING LAW AND JURISDICTION

Any terms and conditions stated in the T&C or other service specific terms and conditions shall be subject to laws of India. In case of any disputes arising out of the use of the Platform or any part thereof, the Courts of Delhi shall have exclusive jurisdiction.

12. WAIVER

The failure of Centricity to exercise or enforce any right or provision under this T&C and other applicable terms shall not constitute a waiver of such right or provision. Any waiver shall be effective only if in writing and signed by Centricity.

13. MISCELLANEOUS

We may collect Aadhaar information from you for KYC purposes. Please note that it is not mandatory for you to provide your Aadhaar details for KYC purposes, and you may provide other identification documents such as [PAN card, passport or driving license]. However, we shall inform you in case collection of Aadhaar information is mandatory for the purpose of compliance with applicable law. We will not be sharing your Aadhaar details further with third parties without your consent. We do not retain your Aadhaar details longer than required for the purposes mentioned above and will keep such details secure and confidential in accordance with applicable laws.