

E-Solve Infotech-Privacy Policy

This Privacy Policy of E-Solve Infotech Private Limited (a company incorporated under the Companies Act, 2013 having its registered office at B-366 Lake Gardens, Kolkata, West Bengal 700045, India and the rules made thereunder and the amended provisions pertaining to electronic documents/records in various statutes as amended by the Information Technology Act, 2000. The term “you”, “customer”, “user”, “borrower” denotes the person who avails the services of E-Solve through any mode. This privacy policy does not require any physical, electronic, or digital signature.

This Privacy Policy is a legally binding document between you and E-Solve. The terms of this Privacy Policy will be effective upon our acceptance of the same by availing your services. This Privacy Policy specifies the terms related to the management and handling of personal information of users (hereinafter referred to as “the Users”) using the services of E-Solve platform. We understand that you entrust us with certain information to help us provide various Services. In exchange for your trust, you expect and deserve our commitment to treat your information confidential with respect and in accordance with the terms of this Privacy Policy (“Privacy Policy”).

The Privacy Policy describes the policies and procedures followed by E-Solve with respect to collection, use, disclosure and deletion of your information and other data that we gather when you register for using our services. This document is published and shall be construed in accordance with the provisions of the Information Technology (reasonable security practices and procedures and sensitive personal data of information) Rules, 2011 under Information Technology Act, 2000 and other applicable regulations that require publishing of the Privacy Policy for the specific purposes like collection, use, storage, disclosure, transfer and other uses of sensitive personal data or information.

We hereby provide you unconditional consent or agreements to as provided under section 43a and section 72a of Information Technology Act, 2000. E-Solve complies with all regulations on the protection of Personal Information specified in laws and regulations applicable to the financial service provider/digital lending app.

We recognize the importance of “Personal Information” including “Sensitive Personal Information” provided by natural persons, under lawful contract. We intend to take reasonable measures to keep such information confidential and may share it with our affiliates and third parties under appropriate arrangements and under the applicable laws and policies.

We respect your privacy and are committed to protecting it through our compliance with this privacy policy.

This policy describes:

- The types of information that we may collect from you when you use our service(s)
- Our practices for collecting, storing, using, maintaining, protecting, disclosing, transfer, etc. information.

Our acknowledgment and consent

By visiting your Platform we agree to be bound by the terms and conditions of this Privacy Policy. By mere use of our services, we expressly and unconditionally agree to the terms and conditions of this Privacy Policy and consent to the collection, usage, storage, sharing and handling of the personal information/sensitive personal data submitted by you in accordance with the terms contained herein.

This policy applies only to the information we collect through your Platform(s), in email, text and other electronic communications sent through or in connection therewith (collectively "User Information"). When you submit user Information on the Platform, it shall be deemed that you have granted us the right to collect, store, process, handle and use such User Information, in accordance with this Privacy Policy (as amended from time to time).

When you use our services, you are consenting to the collection, transfer, storage, disclosure and other uses of your Information as described in this Privacy Policy.

The Personal Information Policy of the services of E-Solve is as follows.

A. Definitions

For the purpose of this Privacy Policy

- **Account** means a unique account or identifier created for you to access our Service or parts of our Service.
- **Company** (referred to as either "the Company", "E-Solve", "We", "Us" or "Our" in this Agreement) refers to E-Solve Infotech Private Limited, Kolkata.
- **Country** refers to: India
- **State** refers to: West Bengal, India
- **Device** means any device that can access the Service such as a computer.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the services provided by E-Solve.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the service is used.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **you** mean the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable

B. Type of Personal Information collected and Purpose and Use of collection

Types of Data Collected

Personal Data

While using our Service, We may ask you to provide us your consent with certain personally identifiable information that can be used to contact or identify you. The Personal Information will not be used for purposes other than providing services. Prior approval of the users would be required, in case of change in the purposes.

Personally identifiable information for the purposes of this Privacy Policy may include, but is not limited to:

- a) **Identity and profile-related data:** This includes your first and last name, Date of Birth, country of origin, username or similar identifiers, password, gender, title, background, feedback, etc.
- b) **User Correspondence details:** This includes your email addresses
- c) **KYC data:** This includes identification documents issued by the government or other authorities which includes one of Officially Valid Documents specified in RBI-KYC directions (Driving License, Voter's ID, NREGA Job Card, Passport, Aadhaar Card, and PAN).
- d) **Transaction data:** This includes details of transactions that may occur in connection with the Services. For example, transaction data may include the services you have sought.
- e) **Marketing and communications data:** This includes your preferences in receiving marketing messages from us and our third parties and your communication preferences.
- f) **Usage & Device data:** This includes information about how you use the Services. Usage Data may include information such as our Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

We may receive Personal information about you from third parties, such as social media services, commercially available sources and business partners.

We use this information to provide our Service and to improve and customize the features of our Service.

C. Term of retaining and use of personal information

Retention of your personal data

The Company will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

You may write to us in case you want us to remove your data from our records. We will ensure to fulfill your request subject to any requirement of retaining information as per applicable law.

- **To Improve our site** (we continually strive to improve our site offerings based on the information and feedback we receive from you).
- **The e-mail address**, contact details provided by you including the contact details linked to your KYCs may be used to send you information, respond to inquiries and to address other requests or questions and to intimate you the due date of payments (if any) or breach of any contract entered by you for grant of any service by E-Solve.
- **For other purposes:** We may use your information for other purposes, such as data analysis, identifying usage trends, fraud detection and prevention, determining the effectiveness of our promotional campaigns and to evaluate and improve our products, services, marketing, and your experience.
- **Otherwise with your consent.**

D. Storage and Transfer of your personal data

Your information, including Personal Data, is processed at the Company's operating offices and at any other places where the parties involved in the processing are located, in accordance with applicable laws. The Company ensures that your information, including Personal Data, is processed and stored in servers located in India, in accordance with applicable laws.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to the said transfer.

The Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

We further agree that such disclosure, sharing and transfer of your Personal Information shall not cause any wrongful loss to you or to any third party, or any wrongful gain to us or to any third party.

We hereby unconditionally agree that except as otherwise provided under this Privacy Policy, E-Solve will not disclose your Personal Information to third parties.

1. **With Government and Law Enforcement Agencies:** We may also share the information with the government authorities or courts, pursuant to applicable laws and directives, for any investigation for offences in order to

investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of various terms and conditions or our policies.

2. **For business transfers:** We may share or transfer your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
3. **With Affiliates:** We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any other subsidiaries, joint venture partners or other companies that we control or that are under common control with us.
4. **With your consent:** We may disclose your personal information for any other purpose with your consent.

By using our services, you agree and consent to our collection, storage, processing and sharing of information (including sensitive personal data or information) about you or your use of services with third parties or service providers identified above.

When we share, process your information (including sensitive personal data or information) about you or your use of services, we ensure that it is shared or processed in compliance with applicable laws.

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

You may at any time while availing the Services withdraw your consent by contacting us as described in the “Contact Us” section. However, in the event of withdrawal of consent, we may not be able to serve you any further, also we will retain information which is required for fulfilling regulatory or legal requirements.

E. Security of Personal Data

The security of your Personal Information is very crucial to us. It is our endeavor to protect your Personal Information against any type of unauthorized usage. To do this, E-Solve has adopted measures like internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized system access where your personal information is stored. E-Solve has taken measures applicable under law to protect your information.

We have implemented technical controls like firewall, encryption, password, WAF, SOC, Anti-virus etc. and management controls like access management, log review, NDA etc. for better safety of the information given by you.

E-Solve has designed and implemented Incident Management policy which shall be followed in case of any security incident.

F. Method of Disposal of Personal Information

Procedure of disposal

Your Personal data is immediately disposed off after the purpose of its collection has been fulfilled, in accordance with this policy and other applicable laws. The above information, unless otherwise required by law, shall not be used for any other purposes, other than the original purpose as mentioned in this policy document.

Please note that we are in compliance with the applicable laws and guidelines give you the right to revoke access to the permissions given by you for using the application / data or to avail the services.

Method of disposal

Personal information printed on paper is shredded or incinerated for disposal. Personal information saved in a digital format is deleted by using technology that prevents the recovery of deleted records.

G. Administrators in Charge of Management of Personal Information

E-Solve has designated an administrator in charge of the management of the personal information of Users and strive to protect the personal information.

H. Your Consent

By submitting your personal information, you consent to the use of that information by us as detailed in this policy. You hereby expressly and irrevocably authorize E-Solve / its partners / affiliates to collect, store, share, obtain and authenticate any aspect of your personal information for the purposes of its business and for such time period as we may deem fit ,within the scope of this privacy policy.

I. Governing Law or Dispute Resolution

This Policy shall be governed by and construed in accordance with the Indian laws. The courts at Kolkata (WB) shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

If any dispute arises between E-Solve and the User in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause. There shall be one (1) arbitrator and the seat of the arbitration shall be Kolkata, India.

J. Right of Users

Users have the right, at any time, to know whether their personal information has been stored and can consult E-Solve to learn about their contents and origin, to verify their accuracy or to ask for them to be supplemented, cancelled, updated or corrected, or for transformation into anonymous format or to block any data Requests should be sent to the administrator in charge of the management of the personal information of Users at the contact information set out above.

K. AMENDMENTS TO THE PRIVACY POLICY

We may amend, alter, modify or update the Privacy Policy from time to time and same would be conveyed to you by posting it as a notice on the website and Application, along with the link to the updated policy, so that you may be aware of the information we collect and how we use it at all times. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. Users are bound by any changes to the Privacy Policy when they continue to use the Website(s) after such changes have been first posted.

DISCLAIMER, FORCE MAJURE AND INDEMNITY:

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE, THE CONTENT, SERVICES AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, MATERIALS OR FUNCTIONS CONTAINED IN THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SITE OR SUCH SERVICES, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Neither E-Solve and its affiliates, nor their or their affiliates' officers, employees or agents shall be liable to you or anyone else for any loss, damage or expense arising out of any access to or use of this Services or any site linked to it, including, without limitation, any loss of revenues or profits, loss of business or loss of data, indirect, incidental or consequential loss.

You agree to indemnify, save, and hold E-Solve, its affiliates, contractors, employees, officers, directors, agents, 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 services or of the Site, any violation by you of the Terms of this Privacy Policy, 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 material posted/ transmitted by you on the Site including ones that are threatening, libelous, obscene, harassing or offensive.

E-Solve reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify E-Solve, including rights to settle, and you agree to cooperate with E-Solve's defense and settlement of these claims. E-Solve will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it.

Notwithstanding anything contained in the policy, E-Solve won't be responsible for any loss or damage to you in case of any Force Majeure Event, which is unforeseeable or not within the control of E-Solve. A Force Majeure Event shall mean any event that is beyond the reasonable control of E-Solve and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable control of BH), power or electricity failure or unavailability of adequate power or electricity.

You agree that no transmission on the internet can be said to be fully secured, hence, E-Solve cannot ensure the security of all the information provided by you and you do it on your own accord. E-Solve may entrust a third person with the management affairs of personal information for successful service operation and contract performance to following entities, and entities and will manage trustee to protect Personal Information from theft, leak, loss, falsification, harm in accordance with applicable laws and regulations.

L. Grievance Redressal

In accordance with Information Technology Act, 2000 and rules made there under or in the event you wish to make a complaint regarding any violation of the provisions of the Privacy Policy, or in case of any complaint related to any other matter which concerns you, you can contact the grievance redressal officer as detailed out in our Customer Grievance Redressal Policy placed on our website.

Your complaint shall be addressed as per the Grievance redressal mechanism of the Company

M. Effective Date

This privacy policy takes effect from December 01, 2000. (Last amended 5 Sep 2023)