

This Privacy Policy of Spandana Sphoorty Financial Limited (a company incorporated under the Companies Act, 1956 having its registered office at Galaxy wing B, 16th Floor, Plot No.1 , Sy No 83/1,Hyderabad Knowledge city, TSIC, Raidurg, Panmaktha, Hyderabad, Rangareddy ,Telangana State 500081 (in any case, hereinafter referred to as “SSFL: “we”, “our” or “us” “the Company”), is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 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 SSFL through any mode, or access the company’s website. This privacy policy does not require any physical, electronic, or digital signature.

This Privacy Policy is a legally binding document between you and SSFL. The terms of this Privacy Policy will be effective upon your acceptance of the same by availing its services. This Privacy Policy specifies the terms related to the management and handling of personal information of users (hereinafter referred to as “the Users”) provided to SSFL. 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 SSFL with respect to collection, use, disclosure and deletion of your information and other data that we gather when you provide information and interact with SSFL website. 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; that require publishing of the Privacy Policy for collection, use, storage and transfer of sensitive personal data or information.

Please read this Privacy Policy carefully. By using the website/mobile application, you indicate that you understand, agree and consent to this Privacy Policy.

SSFL complies with all regulations on the protection of Personal Information specified in laws and regulations applicable to information.

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 access or use our website(s) collectively, "Platform"); and
- Our practices for collecting, storing, using, maintaining, protecting, disclosing, transfer, etc. that information.

Your acknowledgment and consent

By visiting/viewing this website, you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our website. By mere use of the Website, you expressly and unconditionally agree to the terms and conditions of this Privacy Policy and consent to the collection, usage, storage 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 our website, 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).

### **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.

We may receive Personal information about you from third parties, such as social media services, commercially available sources and business partners. If you access Website through a social media service or connect a service on Website to a social media service, the information we collect may include your user name associated with that social media service, any information or content the social media service has the right to share with us, such as your profile picture, email address or friends list, and any information you have made public in connection with that social media service. When you access the Website through social media services or

when you connect any Website to social media services, you are authorizing SSFL to collect, store, and use and retain such information and content in accordance with this Privacy Policy.

### **Term of retaining and use of personal information**

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.

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

### **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.

The Company shall share the data to third parties in the manner as specially provided in this privacy policy.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to the said transfer. However, the Company ensures that the third parties with whom the data is shared are compliant with the technology standards/ requirements on cybersecurity stipulated by RBI and other agencies, or as may be specified from time to time.

The Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

You 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.

You hereby unconditionally agree and permit that except as otherwise provided under this Privacy Policy, SSFL will disclose your Personal Information to third parties only in the following limited circumstances:

1. **With Service Providers:** We may share your personal information with Service Providers to monitor and analyze the use of our Service, to contact you. We may transfer, share, disclose or part with all or any of your Information to various third-party service providers / partners / banks and financial institutions for one or more of the Purposes or as may be required by applicable law. In such case we will contractually oblige the receiving parties of the Information to ensure the same level of data protection that is adhered to by SSFL under applicable law.
  
2. **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.
  
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 subsidiaries, 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.

### **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, SSFL 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. SSFL has taken measures applicable under law to protect your information.

### **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.

### **Governing Law or Dispute Resolution**

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

If any dispute arises between SSFL 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 at Hyderabad.

### **N. 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 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 SSFL 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 Site 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 SSFL, 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.

SSFL reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SSFL, including rights to settle, and you agree to cooperate with SSFL's defense and settlement of these claims. SSFL 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, SSFL 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 SSFL. A Force Majeure Event shall mean any event that is beyond the reasonable control of SSFL 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 SSFL), 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, SSFL cannot ensure the security of all the information provided by you and you do it on your own accord. SSFL 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

### **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.