# PRIVACY POLICY

This Policy shall be applicable to all Users that avail any products or services offered by TrustBridge Technology Private Limited ("**TB**") ("**Products**" / "**Services**") or access the mobile application and any of other technology platform, owned or operated by TB ("**Platform**"). In the course of using the Platform or availing the Products, TB and its affiliates may become privy to the personal information of its Users, including information that is of a confidential nature.

By using the Platform or its Services, you consent to the collection, storage, use, transfer, share and distribution of the Information you provide (including any changes thereto as provided by you).

This Policy applies to all Information collected through our Platform (such as this mobile application), and/or any related services, sales, marketing or events (we refer to them collectively in this Policy as the "Services").

All capitalized terms not defined in this document shall have the meanings ascribed to them in the Terms of Use, which can be found at <u>https://aldun.com/terms-of-use</u>. This Privacy Policy shall be read in conjunction with the Terms of Use.

We request you to read this Policy carefully before sharing your personal information with us. By visiting or accessing the Platform or availing the Products, we assume your acceptance of this Policy.

Our Policy may change from time to time based on the functioning of the Platform or due to changes in the applicable legislation. We will post any changes or updates to this Policy on this Platform and, if the changes are significant, we will provide a more prominent notice.

This Platform is not intended for users under the age of 18 years. We do not knowingly collect any personal information from persons under the age of 18 years or market to or solicit information from anyone under the age of 18 years.

### **1. COLLECTION OF INFORMATION**

We may collect and process information from the Users, including but not limited to the below mentioned:

- (a) Information provided by Users to Us in any manner (e.g., by filling an online or offline application form or pursuant to a written agreement executed between You and Us, etc.). Information could be Your name, email address, mailing address, phone number, financial information, transaction history, etc.;
- (b) Information from third parties, such as third party service providers, whose Platforms you may access through the Platform and with whom you share any information;
- (c) Information that automatically gets tracked and/or stored while navigation. For example, this information may include Internet Protocol (IP) addresses or other device identifiers, browser information, cookies, Internet Service Provider (ISP), operating system, location, date/time stamp and click stream data.
- (d) All data is stored only in servers located within India, while ensuring compliance with statutory obligations/ regulatory instructions

## 2. USE AND DISCLOSURE OF INFORMATION COLLECTED

All information shall be kept confidential, except in the following cases:

- (a) Disclosure of information to governmental and other statutory bodies who have appropriate authorisation to access the same for any specific legal purposes;
- (b) Disclosure of information to its auditors including statutory auditors and potential investors;
- (c) Disclosure of information if it is under a duty to do so in order to comply with any legal obligation, or in order to enforce the terms of the agreement or to protect the rights, property or safety of TB, its Users or third parties. This includes exchanging of information with other companies / agencies that work for fraud prevention and credit reference;
- (d) Disclosure of information to its agents, affiliates or third party service providers including third parties who assist in providing the Services / Products;
- (e) Disclosure of information to such third parties to whom it transfers its rights and duties under the agreement entered into with the Users;
- (f) Disclose of information to any third party under a strict code of confidentiality for its potential business collaborations and/ or arrangements;
- (g) Disclosure of information to any member of its related or group companies including its subsidiaries, its ultimate holding company and its subsidiaries;
- (h) Disclosure of information to financial institutions under contractual arrangements.

User agrees and consents to receive any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from any TB or other service provider even though the User's name appears in the National Customer Preference Registry (Do Not Disturb Registry). User expressly agrees that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to the User or its family members. User expressly and irrevocably consent that for any claim against the service providers, TB shall not be liable and User's claim on this account shall be against the service providers and/or telecallers. User agrees to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information or issuance of notices through them.

TB may use your personal information in the following ways, including but not limited to:

- (a) For assessment, evaluation (including credit and/ or behaviour scoring), statistical, market and product analysis and/or market research and to monitor, improve and administer the Platform and improve the quality of services / Products offered by TB.
- (b) To analyse how the Platform or Product is being used, diagnose service or technical problems, or maintain security;
- (c) For account creations, login, to help the User effectively access the Platform / Product / Services;
- (d) To monitor aggregate metrics such as total number of views, visitors, traffic, and demographic patterns;
- (e) To help the User apply for certain products and services;
- (f) For the purpose of sending administrative notices, service related alerts and other similar communication with a view to optimising the efficiency of the Platform / Product / Services;
- (g) Doing market research, troubleshooting, protection against error, project planning, fraud and other criminal activity.
- (h) For the purpose of carrying out Know Your Customer (KYC) and other requisite checks by such processes as may be permissible under law including authentication/ verification of documents or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other authorities constituted under law and for the sanctioning of the loan applied for;
- (i) To address enquiries and/or complaints;

- (j) To share your personal data/information with our service providers/vendors, where necessary for the performance of the agreement with you or where we have a legitimate interest in using third parties to provide certain services to you on our behalf;
- (k) To meet any applicable law, regulation, legal process or enforceable governmental request, including to meet any regulatory/statutory compliance and reporting obligations and for the purpose of detecting, preventing, investigating and prosecuting fraud and alleged fraud, money laundering and other crimes.;
- (1) To reinforce terms of the agreement;
- (m) To share information with you about various products / services that may be relevant and beneficial to them.
- (n) Contact you, as required by our regulator or statutory bodies to prevent and investigate any fraud, money laundering and other crimes.
- (o) To record and analyse phone calls and/or any other communications between you and us.
- (p) To check the instructions you provide to us, to detect and prevent fraud and other crimes, to analyse, assess and improve our services to customers, and for providing training, for enhancement of our customer service and protection of our business interests.
- (q) To transfer your personal data/information with any third party to whom your account has been or may be transferred following a restructure, sale, acquisition, or any co lending arrangement.
- (r) Use of your information to improve our services to the User and to keep Users updated about our new products or other information that may be of interest to such Users. This may include contacting the User through phone calls, SMS, or e-mails or at postal address, to make follow up calls in relation to the services provided, for imparting product knowledge, offering promotional offers & various other offers offered by its partners.

The Users accept the inherent security implications of data transmission over the internet and the world wide web cannot always be guaranteed as completely secure. Therefore, the use of the Products will be at the own risk of the Users.

TB assumes no liability for any disclosure of information due to errors in transmission, unauthorised third party access or other acts of third parties, or acts or omissions beyond its reasonable control and the User agrees not to hold TB responsible for any breach of security unless such breach has been caused as a direct result of gross negligence or willful default by TB.

### 3. COOKIES

TB collects certain information from the User's browser using small data files called "cookies." TB uses session ID cookies to confirm that customers are logged in. This type of cookie helps TB recognize a customer if he or she visits multiple pages on the Platform during the same session, so that separate passwords are not required to access each page. These cookies terminate once the customer closes the browser. By default, TB uses a persistent cookie that stores customer login ID (but not password) to make it easier for the customer to login when returning to the Platform. TB encodes its cookies so that only TB can interpret the information stored in them. The User may remove or block this cookie using the User's browser settings to disable the feature.

TB also stores transaction history. TB may collect additional information in ways not specifically described herein. For example, TB may track information related to interactions with customer service or responses from surveys or other feedback tools. TB uses this information to continually improve the service provided to the customers.

This Policy does not cover the use of cookies by its partners and affiliates. TB does not have access or control over these cookies. TB's partners and affiliates may use session ID cookies to provide a custom user experience and to track the success of TB's partnership with them.

The Platform may include links to other Platforms or pages whose privacy practices may differ from those of TB. The inclusion of a link does not imply any endorsement by TB of the third-party Platform,

the Platform's provider, or the information on the third party Platform. If the Users submit personal information to any of those Platforms, such information is governed by the privacy policies of such third-party Platforms and TB disclaims all responsibility or liability with respect to these policies or the Platforms. The Users are encouraged to carefully read the privacy policy of any Platform that they visit.

# 4. DISCLAIMER AND LIABILITY

Notwithstanding anything contained herein, You agree that TB, its affiliates, and their respective directors, officers, employees, agents and representatives shall in no way be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:

- (a) Use or inability to use the Products / Platform / Services;
- (b) Any data, information or services purchased or obtained or messages received or transactions entered into through the Products / Platform / Services.

We expressly disclaims all warranties of any kind as to the Products / Platform / Services and all information, and other content (including that of third parties) included in or accessible from the Platform, whether express or implied.

Users agree and undertake to indemnify Us in any suit or dispute by any third party arising out of disclosure of information by you to third parties either through our Products / Platform / Services or otherwise and your use and access of websites, applications and resources of third parties. TB assumes no liability for any actions of third parties with regard to your personal information which you may have disclosed to such third parties.

### 5. DATA RETENTION

User information will be retained for as long as the User account is active or as needed to provide services to the User. If the User wishes to cancel its account or requests that TB no longer uses its information to provide services, the User may contact the Grievance Officer.

TB will retain and use User information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements or for other business purposes.

### 6. PROHIBITED ACTIONS

While using the Platform, you agree not to, in any manner (not limited to hacking, cracking or defacing any portion of the Platform) indulge in illegal or unauthorized activities with regard to the User's information including the following:

- (a) Restrict or inhibit any authorized User from using this Platform;
- (b) Use the Platform for unlawful purposes;
- (c) Harvest or collect information about Platform's users without their express consent;
- (d) "Frame" or "mirror" any part of the Platform without prior authorization;
- (e) Engage in spamming or flooding;

- (f) Transmit any software or other materials that contain any virus, time bomb, or other harmful or disruptive component;
- (g) Remove any copyright, trademark or other proprietary rights notices contained in the Platform;
- (h) 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; and
- (i) Permit or help anyone without access to the Platform to use the Platform through your username and password or otherwise.
- 7. This Policy shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Bangalore shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

## 8. CONTACT US AND GRIEVANCE REDRESSAL

Any complaints, abuse or concerns with regards to the use, processing and disclosure of Information provided by you or breach of these terms should immediately be informed to the designated Grievance Officers in writing or through email signed with the electronic signature to help@aldun.com / Meenal Jain ("Grievance Officer").

This Policy is subject to changes. Please periodically review this page for the latest information on our privacy practices.