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## PRIVACY POLICY

Version – 2/2023

Effective Date : March 1, 2023

**PLEASE READ THE TERMS AND CONDITIONS OF THIS POLICY CAREFULLY, BEFORE ACCESSING OR USING THIS WEBSITE OR THE MOBILE APPLICATION (APP / App) WHENEVER INSTALLED OR USED BY YOU. BY ACCESSING OR USING THE ARTHAN WEBSITE OR THE APP INCLUDING ITS PRODUCTS AND SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU ARE ACCEPTING THIS POLICY ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUCH PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS AND CONDITIONS.**

### INTRODUCTION

Arthan Finance Private Limited, a company incorporated under the applicable provisions of the Companies, 2013, having its registered office at **#302, 3rd floor, Building No. 2 Star Hub, Sahar Airport Road, Andheri East, Mumbai 40005** (“Arthan”) and during the normal course of business Arthan may collect, store use, disclose, transmit, transfer information, including but not limited to personal and business information of the viewers, users and customers (“Users” or “You” or “Your”), on the website <https://arthan.finance/> and/or android or IOS App, owned and maintained by Arthan. For brevity’s sake, the information provided by Users or You shall be referred as Your / User Information.

Confidentiality and integrity of Your / User Information is of paramount importance and therefore Arthan has put in place the privacy policy (the “Policy”) as per the applicable provisions of the Information Technology Act, 2000 including rules and amendments thereof (the “Act”). The Policy spells out how Arthan collects, stores, uses and shares the Viewers / User Information in connection with the use of <https://arthan.finance/> or the **App** including all subdomains, if any, (collectively, the Site) and Arthan products and services.

Further, the Policy also explains Your choices for how Arthan handles Viewer’s/User’s Information. For convenience, the Sites and services are collectively referred to as the “Service.” This Policy applies only to the personal information of users of the Service and shall not apply to any third-party Services, which are governed by their own privacy policies.

You agree to use the site strictly for personal use. You agree not to use the site for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, duplicate, or dispose of any information contained in the site in any manner that could compete with the Arthan business or otherwise compromise or imperil the interests of Arthan.

### 1) TYPE OF INFORMATION COLLECTED BY ARTHAN.

#### A) Personal Information

The Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 defines “Personal Information” as any information that relates to a natural person, which, either directly or

indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. Therefore, for the purpose of this Policy, the term “Personal Information” shall include, without limitation, any and all information that you disclose to Arthan and which can be used to uniquely identify or contact you or reasonably can be linked to information that identifies you. For example, your name, mailing address, e-mail address, phone numbers, credit/debit in tokenized format or other payment information and also demographic and lifestyle information, such as age, personal interests and product preferences.

## **B) Business Information.**

You may disclose or be asked to disclose certain information related to your business “**Business Information**” while accessing or using Services. Such Business Information may include the below illustrative and not exhaustive list of information and without any limitation.

- a) The name and address of Your business entity.
- b) Nature of Your business entity i.e. private limited, public limited, partnership firm, limited liability partnership etc.
- c) The Corporate Identification Number and or registration number as applicable.
- d) Details of any corporate structuring or restructuring including but not limited to mergers or acquisitions, demergers, reverse mergers and takeovers.
- e) Details of any credit or debt facility availed or investments made by Your business entity or any indebtedness incurred to You.
- f) Business contact information (such as job title, department and organization’s name, statutory details, filings, identity and business proofs).
- g) Payment made or received information such as business and financial account information through payment aggregators and account aggregators.

## **C) Non-Personal Information.**

For the purpose this Policy, Non-Personal Information shall mean and include those information which does not specifically falls under the ambit of Your Personal Information or Your Business Information and which does not specifically identify any person or business but includes information provided by You like browser type, URL of Sites visited by you, details of Your internet service provider (ISP), Your communication device operating system, internet protocol address and any other information that is voluntarily provided by You in response to feedbacks, questionnaires or surveys conducted by Arthan on its own site or on any other social media or social networking platforms.

## **D) Public Domain Information.**

Arthan may collect Your information maintained by government agencies and other statutory and quasi-statutory bodies open for public inspections and limited to the permissible purpose. Arthan may have access to documents uploaded by You or your business on the Ministry of Corporate Affairs website, including incorporation documents, compliance forms and annual return filings, details of charges created on Your immovable assets and filed with Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) and other documents maintained with sub-registrar office (SRO) of Your jurisdiction, Arthan jurisdiction or the jurisdiction where such immovable asset is situated.

## **2) MODE OF INFORMATION COLLECTION**

### **A) Information You Provide to Arthan.**

Arthan collects Your Information while you voluntarily disclose information on the site for the purpose of availing the products and services offered by Arthan.

## **B) Data Collection Via App**

For the purpose of your KYC verification Arthan's App would require one-time access of your mobile phone camera, microphone, location or any other facility necessary for onboarding you as a borrower/ customer of Arthan and such data will only be collected with your express consent. In addition to this Arthan access your mobile SMS, call log, files and media to give customised products and superior services to you upon taking relevant consent from you. You agree that in case you deny giving your consent for access of features of your mobile phone for the purpose of your KYC verification then in such a case it may not be possible for us to on-line onboard you as our customer for which we should not be liable under any law, rules and regulation and should amount to a denial of service by us.

While using our App you have the following rights with respect to your data collected by the App through your mobile phone;

- a) You have the option to give or deny the consent for use of any specific data by us.
- b) Restrict disclosure of your data to any third party except where it is required to comply with any law, act or rules and regulation which mandate us to provide your data to any third party including but not limited to Credit Information Companies, Reserve Bank of India and Indian Computer Emergency Response Team (Cert-In). And in such a situation we may not take your prior consent for disclosing your information such authorities.
- c) You have the right to revoke your consent already granted to us to collect and use your personal data and delete the App from your mobile phone. In case you delete the App from your mobile phone then it should not be construed that you are absolved from your legal and financial liabilities which has been incurred to you after availing any loan or credit facility from us via the App.

## **C) Information from Third Party**

Arthan may collect Your Personal Information or Business Information from any third-party sources to enable you to directly login or sign up with your account maintained with Arthan Or to provide you a better experience on Arthan site and provide You updated information about Arthan's products and services. For example, if You use an integrated social media feature on Arthan Sites. The third-party social media site will give Arthan certain information about You. This could include your name and email address.

## **D) Passive Collection of Information**

Arthan may also collect information from you about your preferences in using its services by using cookies and/or other methods. Arthan may use cookies to monitor Site usage including, without limitation, to provide useful features to simplify your experience when you return to the Arthan site, like remembering your login ID and certain Personal and business information and to deliver relevant content based on your preferences, usage patterns and location. specific to such services.

## **E) Automatic Collection of Information**

Arthan may automatically collect some of Your Information because of Your use of the site or through the use of web analytics services. This information includes but is not limited to:

- a) The Internet Protocol (IP) address of the device from which You access the Platform (this can sometimes be used to derive the country or city from which you are accessing the Platform).
- b) The specific actions that you take on the Platform or the App, including the pages that you visit, and connecting your Facebook or Google+ account.

- c) The time, frequency and duration of your visits to the site.
- d) Your device type, make and model, your browser type, and operating system.
- e) The nature of the device from which you are accessing the site, for example, whether you are accessing the site from a personal computer or from a mobile device.
- f) Your location data (e.g., Global Positioning System), calling history, contact list, and messages when using Applications of Arthan.
- g) Arthan, as a part of activating an account, may request Your consent to connect with your email account for the purpose of collecting your bank statement/loan facility details and collecting such other information limited to the purpose of credit and risk scoring models.

### 3) USE OF YOUR INFORMATION (PERSONAL AND BUSINESS INFORMATION)

Arthan may use Your Information for the following purposes from time to time;

- a) To comply with legal and statutory compliance and in order to prevent, protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity under The Prevention of Money Laundering Act 2002 (the PML Act) and rules framed thereunder or any other guidelines issued by Reserve Bank of India from time to time.
- b) To capture, save, compile, and analyze Your Information required to perform credit and risk scoring models and establish identity and assess applications.
- c) To create anonymous data from Your Information and other individuals whose personal information collected by Arthan and make Your Information into anonymous data by excluding information that makes the data personally identifiable to You and use that anonymous data for our lawful business purposes.
- d) To communicate with you to respond to customer service requests, send marketing communications, and send account update notifications.
- e) To share the information with multiple financial institutions and other lenders for customization of offers and provision of services;
- f) To undertake research, troubleshooting, fraud and risk management and prevention of other criminal activity.
- g) To offer different innovative and personalized products and services for better customer experience.
- h) Arthan may provide different utilities for helping small businesses and collect relevant information to offer customized products and services.

### 4) SHARING YOUR INFORMATION

Arthan do not share or sell Your Information provide us with to other organizations without Your express consent, except as described in this Policy. Arthan may disclose Your Information to third-parties under the following circumstances:

- a) **Affiliates.** Arthan may disclose Your Information its subsidiaries and corporate affiliates for purposes consistent with this Privacy Policy.

- b) **Service Providers.** Arthan may engage third-party companies and individuals to administer and provide the Service on behalf of Arthan (such as Direct Selling Agents, Recovery Agents, and Business Correspondents and database management services). These third parties are permitted to use your personal information only to perform these tasks in a manner consistent with this Privacy Policy and are obligated not to disclose or use it for any other purpose.
- c) **Professional advisors.** Arthan may disclose Your Information to professional advisors, such as lawyers, technical agencies, bankers, auditors and insurers, and document verification agencies where necessary in the course of the professional services that they render to Arthan.
- d) **Compliance with Laws and Law Enforcement; Protection and Safety. Your Information can be disclosed to** government or law enforcement officials or private parties as required by law and disclose and use such information as Arthan in its sole discretion believe necessary or appropriate to comply (i) with applicable laws and lawful requests and legal process, such as to respond to subpoenas or requests from government authorities (ii) enforce the terms and conditions that govern the product and services of Arthan.
- e) **Sale / Acquisition / Transfer:** Arthan may disclose and/or transfer Your Information to an acquirer, assignee or other successor entity in connection with a sale, merger, or reorganization of all or substantially all of the equity, business or assets of Arthan.

## 5) RETENTION AND STORAGE OF PERSONAL INFORMATION

All Your Information collected by us via site will be stored on our server or any third-party server within India. Customer information shall be retained with us as per the Reserve Bank of India guidelines (amended from time to time) to comply with any legal, or statutory compliances or any rules and regulations of the Reserve Bank of India which may apply to us from time to time.

We will delete Your Information from our server only upon your specific and reasonable request or where we are instructed by any statutory, quasi-statutory or regulatory bodies.

## 6) SECURITY

Arthan is concerned with the security of Your Information collected and uses commercially reasonable measures to prevent unauthorized access to Your Information. These measures include but not limited to;

- a) Internal policies
- b) Handling procedures
- c) Employee training
- d) Restricted physical access
- e) Technical elements relating to data access controls.

In addition, Arthan uses standard security protocols and mechanisms to facilitate the exchange and transmission of sensitive data, such as financial information and credit reports. Encrypted point-to-point connections are used to communicate between systems to protect Your financial information, as well as encrypting vital information that You input through the Site.

## 7) CONTENT PRIVACY

We grant you the right to access site in accordance with these terms and conditions, and for no other purpose. Please note that the services and content on the site, including but not limited to text, content, photos, video, audio and graphics etc, are either the property of, or used with permission by, Arthan and may be protected by applicable copyrights, trademarks, service marks, or other proprietary rights and laws of India and other countries. The

trademarks, logos and slogans and service marks (collectively the "Trademarks") displayed on the site, may be registered and unregistered Trademarks of Arthan or other service providers. Nothing contained on the site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the site without the written permission of Arthan or such third party that may own the Trademarks displayed on the site. Any misuse of the information or proprietary information displayed on the Sites, or any other content site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Arthan will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. We shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to us, to protect our interests therein.

Arthan cannot guarantee that the information submitted to, maintained on, or transmitted from our systems will be completely secure though Arthan has adopted best possible means and industry standards to secure all Your Information from time to time.

#### **8) EMAIL OPT-OUT**

You can opt out of receiving our marketing emails. To stop receiving our promotional emails, please email [hello@arthan.finance](mailto:hello@arthan.finance) It may take about ten days to process your request. Even if You opt out of getting marketing messages, Arthan will still be sending you transactional messages through email and short message service (SMS) about your registration for any event or seminar.

#### **9) COMMUNICATION PREFERENCES**

During registration and when availing of services, You can set your email preferences with respect to receiving certain communications from Arthan. In case You have opted to unsubscribe Arthan's newsletters and other general e-mail marketing communication then You will be unable to opt-out of receiving administrative messages, customer service responses or other transactional communications.

#### **10) WITHDRAW CONSENT**

You may withdraw Your consent for the use or disclosure of Your Information for the purposes set out in this Policy, You may not have access to all the products and services of Arthan. However, in such a situation Arthan may be unable to provide its product and services to You efficiently.

#### **11) OPT-OUT**

You agree and acknowledge that you are providing your information out of Your free consent. Subject to certain exceptions prescribed by law and provided Arthan can authenticate your identity, You can contact Arthan at [hello@arthan.finance](mailto:hello@arthan.finance)

- ✓ Access, verify, correct, update, amend, restrict, object to, or delete any information related to Your Information Arthan has about You.
- ✓ Opt to transfer your personal data.
- ✓ Change preferences regarding how Your Information is disclosed.
- ✓ Notify Arthan if You do not wish to receive further communication from Arthan.

If You opt out, You should not visit any Arthan's website, domain or sub-domain, use any services provided by Arthan or related Arthan entities, or contact any of Arthan entities. Arthan may deny You access of services offered on the website

## 12) QUESTIONS OR COMPLAINTS

If you have any questions about this Policy, you may contact Arthan:

E-mail at [hello@arthan.finance](mailto:hello@arthan.finance); or +18003133525

Write to Arthan at:

**Arthan Finance Private Limited**

302, 3rd floor, Building No. 2 Star Hub,  
Sahar Airport Road, Andheri East, Mumbai 400059

In accordance with Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, if You have any grievances or concerns about this Policy or if you would like to make a complaint about a possible breach of privacy in relation to Arthan's website, you may contact the Grievance Officer at [gro@arthan.finance](mailto:gro@arthan.finance).

## 13) CHANGE IN TERMS AND CONDITIONS OF THIS POLICY

Any substantial change or update or revisions of the terms and conditions of this Policy will be notified by Arthan vide sending an e-mail on Your E-mail address as provided by You or maintained in the records of Arthan. Arthan shall not be responsible for verification of Your E-mail address and any such notification shall deem to have been delivered and notified to You, the moment such notification reaches Your E-mail inbox or any subfolder of Your e-mail inbox including but not limited to spam folder.

## 14) E-MAIL COMMUNICATION AND GREEN INITIATIVE

Arthan is an eco-friendly company and believes in the promotion and development of a clean and green environment. As an initiative for a clean and green environment Arthan has adopted E-mail as the preferred mode of communication with You and requests You to use this preferred mode of communication with Arthan. You are requested not to use paper or send any communication to Arthan in paper mode unless it is very urgent or You do not have access to Your E-mail.

Review of Privacy Policy: The Managing Director and CEO shall be authorized to approve any amendment and modifications to the privacy policy from time to time.