

PRIVACY POLICY FOR WEBSITE USE

Policy Owner

INTRODUCTION

This Privacy Policy (Policy) is adopted by Digamber Capfin Limited (hereinafter referred to as 'DCL') and is applicable to any person / entity / organisation that uses and/or shares any information on/through DCL's Website i.e. www.digamberfinance.com ('the Website'). By providing Personal Information to DCL or using the Services, the user agrees to the terms and conditions of this Privacy Policy which govern your use of the Website. Further, DCL's Website may contain links to other websites, web-pages and services operated by other entities or companies (other sites). It is clarified that this Policy will not apply to any private communication or personally identifiable information which you may share on such other sites.

Please read this policy before using the Website. This Website belongs to DCL and may be used or accessed for informational purposes only. By accessing any part of this Website and/or using the information provided on, or downloading materials from this Website, you agree to be bound by the Terms and Conditions set forth herein. If you do not agree to abide by these Terms and Conditions, please do not access / use this Website or download materials from this Website.

DCL is concerned about privacy issues and wants its stakeholders to be familiar with how DCL collects, uses and discloses information. This Privacy Policy describes DCL's practices in connection with information that it collects through websites operated by it, from which the users are accessing this Privacy Policy (the "Websites"), through its social media pages that they control from which the users are accessing this Privacy Policy (the "Social Media Pages"), and through HTML-formatted email messages that DCL sends to the users that link to this Privacy (collectively, the "Services"). By providing Personal Information to DCL or using the Services, the user agrees to the terms and conditions of this Privacy Policy.

DEFINITIONS:

- a) **"Personal information"** means 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 the DCL, is capable of identifying such person.

- b) **"Sensitive personal data or information"** of a person means such personal information which consists of information relating to:

- password;
- financial information such as Bank account or credit card or debit card or other payment instrument details;
- physical, physiological and mental health condition;
- sexual orientation;
- medical records & history;
- biometric information or KYC documents;
- any detail relating to the above clauses as provided to body corporate for providing service;
- any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise.
Provided 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 policy.

- c) **“Website”** refers to www.digamberfinance.com and any subsequent pages under its sitemap.
- d) **“Client”** means a natural person who has made application to DCL for, enrolled in or signed an application in respect of any financial product or service offered by DCL.
- e) **“Financial Information”** is any data collected from the client regarding the client’s businesses, income, expenses, repayment history, or credit.
- f) **“Credit Bureau institutions”** are those institutions that collect information on individuals, who have availed of services/products offered by from credit grantors and other sources for a variety of uses including providing information on individual borrowings, payment behavior etc.

LIMITED LICENCE:

We grant you a non-exclusive, non-transferable, limited right of access to this Website. You are not permitted to archive or retain any information or content herein in any form without our prior written permission. This limited right to access the Website terminates automatically, without notice to you, if you breach any of the Terms and Conditions mentioned herein.

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You agree not to use this Website for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of DCL or otherwise compromise or imperil the interests of DCL. You acknowledge that the Website has been developed, compiled, prepared, revised, selected and arranged by DCL and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of DCL and such others. You agree to protect the rights of DCL and all others having rights in the Website or its content during and after the term of this agreement and to comply with all reasonable written requests made by DCL or others, to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify DCL in writing, promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights. You further acknowledge that all the intellectual property in the Website continues to vest with DCL.

We reserve the right to deny you, at our sole and absolute discretion, access to the Website, including any portion thereof without any prior notice.

CONTENTS:

We make no warranty that the contents of the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof, to any users of this Website.

The information on this Website is updated periodically. DCL gives no warranties (whether expressed or implied) or recommendations, as to the quality, accuracy, efficiency, completeness, performance, fitness for a particular purpose of this Website or any of its contents. The content of this Website does not constitute an express or deemed opinion or an expert view. Any decisions will be based solely on your own evaluation and neither DCL or its representatives nor any third party shall be liable for any loss or damage of any kind whatsoever, caused by your reliance on the information obtained through this Website. We reserve the right to change the contents of this Website at any time without notice.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, if any, are those of the respective parties

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and not necessarily those of DCL. The Website may contain links to other Websites, web-pages and services also operated by other persons / entities / companies (other sites), and your use of such other sites is also subject to the terms and conditions and other terms and guidelines, if any, contained within such other sites. DCL disclaims all liability for the content and/or materials available on such other sites.

INTELLECTUAL PROPERTY:

All rights, title and interest in this Website belong to DCL. The content and information contained within our Website or delivered to you in connection with your use of our Website is the property of DCL /affiliated companies/clients and any other third party (where applicable), and may be protected by applicable copy rights, trademarks and service marks under international treaties and/or laws of India or other countries. The copy rights, trademarks, trade names and logos (the “Trade Marks”) that are used and displayed on our Website include registered and unregistered Trade Marks held by us and other third parties are the property of their respective owners. Nothing on our Website should be construed as granting any license or right to use any Trade Marks displayed on our Website. Users are prohibited from using the same without written permission of DCL or such other parties.

All rights to use the materials on this Website are reserved and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, broadcasted, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the prior written consent of DCL.

DCL neither warrants nor represents that your use of material displayed on the Website will not infringe intellectual property rights of any other third parties not owned by it.

Your misuse of the Trade Marks displayed on the Website, or any other content on the Website, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that DCL 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.

CONFIDENTIAL INFORMATION:

We discourage you from sending or posting to this Website any information that you consider to be confidential or proprietary. Please note that if you do send or post any such information or material, we will assume that it is not confidential. By sending or posting any information or material, you grant us an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you agree that we are free to use any ideas, concepts, know-how or techniques that you send or post for any purpose whatsoever on this Website. It is also clarified that DCL will be under no obligation to destroy / discard any information shared by you on or through the website, even if specific request is made in this regard.

INFORMATION COLLECTION:

DCL will only use the information collected about the user lawfully and in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and other applicable laws of India.

Depending on the activity, some of the information asked from the user is identified as mandatory and some is identified as voluntary. If the user does not provide the mandatory information for a particular activity, the user will not be permitted to engage in that activity.

DCL uses personally identifiable information to provide services to its users, to enhance the operation of the Website, improve its marketing and promotional efforts, analyze Website use, improve our service offerings.

DCL may also use personally identifiable information to troubleshoot, resolve disputes, accomplish administrative tasks, contact users, enforce its agreements with users, including its website and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities.

DCL may collect and process the following data about the users:

- Information the user gives about himself/herself (Submitted information);
- provided by filling in forms on the Website;
- provided by corresponding with DCL (for example, by e-mail or chat);

- including information, the user provides when he/she registers to use the Website, subscribe to any of DCL's services (such as applying for a loan from the Company), search for a service, share data via the Website, enter a competition (if any), promotion or survey, and when the user reports a problem with the Website, DCL's services, or any of its sites and/or mobile application (if any);
- Information collected about the user and his/her device. Each time the user visits one of DCL's Sites or use one of its Apps, DCL may collect the following information:
 - technical information, including the type of mobile device used, unique device identifiers (for example, device's IMEI or serial number), information about the SIM card used by the device, mobile network information, device's operating system, the type of browser in use, IP address or device's location and time zone setting (Device Information);
 - information stored on the device (Content Information);
 - Location information: DCL may also use GPS technology or other location services to determine a user's current location;
 - Information we receive from other sources (Third Party Information). DCL reserves the right to work with a limited number of third parties (including credit reference agencies, mobile network providers, and collection agencies, etc.) and may receive information about the user from them.

DCL also collects from its users non-personally identifiable information. This information does not identify a specific user. DCL, and/or its authorized third-party service providers and advertisers, may automatically collect this information when the users visit its website through the use of electronic tools.

DISCLOSURE OF PERSONAL INFORMATION:

Notwithstanding anything to the contrary, you acknowledge and agree that due to the existing regulatory environment, it cannot be ensured that all of your private communications and personally identifiable or other information will never be used or disclosed in ways not otherwise described in this Policy. We do not sell, trade, or otherwise transfer to outside parties, your private communications and personally identifiable information. DCL may sometimes share your private communications

and personally identifiable or other information with its affiliates, subsidiaries, joint ventures and third-party service providers that provide DCL, its affiliates, subsidiaries or joint ventures with services and/or provide you with services (Third Parties).

Without limiting the foregoing, DCL and Third Parties might use or disclose your private communication and personally identifiable or other information when we believe such use or disclosure is appropriate in accordance with law, contractual obligations of DCL, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management. The personal information collected by DCL shall not be disclosed to any other organization except:

➤ **WHEN REQUIRED BY CREDIT BUREAU INSTITUTIONS:**

DCL shares client data with Credit Bureaus with the explicit consent of the borrowers, who in turn provide information on the client's borrowings from other financial institutions, overdue etc. This will help the DCL eliminate/reduce the risk of granting loans likely to default, support fraud prevention, and protect clients against over-indebtedness by checking existing debt. All the data shared with the Credit Bureaus is transmitted electronically, using a secure system.

➤ **WHEN CLIENTS DEFAULT ON THEIR LOAN**

The below mentioned fields shall be provided to Credit Bureaus in order to report the customer's default status on the respective loan(s):

- Client name
- Financial products used by client; and
- Client credit repayment history.

Institutions in the Microfinance Network may use this information based on the credit information report drawn from respective Credit Bureau to avoid granting credit to clients who have not paid other loans.

➤ **WHEN REQUIRED BY APPLICABLE LAWS**

DCL also shares with concerned authorities when required as per Law.

DATA STORAGE & SECURITY:

DCL uses best security systems and practices designed to protect the user's information and to prevent unauthorized access to the data. DCL maintains physical, electronic and procedural safeguards to protect its clients' Personal Information and Financial Information, including clients' photos. DCL follows stringent procedures and has documented processes for ensuring data security and confidentiality.

DCL's institutional data security safeguards cover the following measures:

- a. Security of electronic data;
- b. Security of data in hard copy/physical form;
- c. Security of electronic / manual back-up systems;
- d. Staff access to client information;
- e. Copying, storage, and sharing of client data within and outside the institution;
- f. Electronic data entry and capture, unauthorized changes to the data and its transmission; and
- g. Archiving, storage and protection of client information.

The staff members have been adequately trained and re-trained on the above data security practices and procedures.

DCL will review the effectiveness of this policy to ensure it is achieving its stated objectives by taking into account changes in the law or regulatory requirements and any organizational or information security changes.

DCL is committed towards handling the personal information with respect and care. However, as a safety measure the users are recommended to not share their password with anyone.

OTHER DISCLOSURE:

DCL may disclose the personal information to third parties:

- in the event that DCL sell or buy any business or assets, in which case, the details may be disclosed to the prospective seller or buyer of such business or assets;
- if the Company or substantially all of its assets are acquired by a third party, in which case personal data held by it about its users will be one of the transferred assets;

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- if the user authorizes the said disclosure;
- in order to enforce its Terms of Use and other agreements or to investigate potential breaches; report defaulters to any credit bureau;
- to engage a third-party collections agency; or
- for the purpose of publishing statistics relating to the use of the Platform, in which case all information will be aggregated and made anonymous.

DATA TRACKING:

Cookies: To facilitate and customize the experience with the Website, DCL may store cookies on the user's electronic devices. A cookie is a small text file that is stored on a user's electronic device for record-keeping purposes which contains information about that user. DCL uses cookies to save the user's time while using the Website, and track and target interests in order to provide a customized experience. Cookies also allows DCL to collect non-personally identifiable information from the user, like which pages visited and what links were clicked on. This Privacy Policy covers the use of cookies by DCL's Website only and does not cover the use of cookies by any advertiser. Most browsers automatically accept cookies, but the user may be able to modify his/her browser settings to decline cookies. Please note that if the user decline or delete these cookies, some parts of the Website may not work properly.

Session Data: DCL may automatically log generic information about the user's computer's connection to the Internet, which is called "session data", that is anonymous and not linked to any personal information. Session data consists of information such as the IP address, operating system, type of browser software being used by the user and the activities conducted by the user on DCL's website. An IP address is a number that lets computers attached to the Internet, such as our web servers, know where to send data back to the user, such as the pages of the site the user wishes to view. Although such information does not identify any visitor personally, it is possible to determine from an IP address a visitor's Internet Service Provider (ISP), and the approximate geographic location of his or her point of connectivity.

Other Tracking Devices: DCL may use other industry standard technologies like pixel tags and web beacons to track user's use of DCL's website pages and promotions, or DCL may allow its third-party service providers to use these devices on its behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our website, or in DCL's emails that allows it to determine whether the user have performed a specific

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action. Pixel tags allows DCL to measure and improve its understanding of visitor traffic and behavior on the website, as well as gives a way to measure its promotions and performance. DCL may also utilize pixel tags and web beacons provided by its affiliates and/or marketing partners for the same purposes.

PRIVACY POLICIES OF THIRD-PARTY PLATFORMS:

This Privacy Policy only addresses the use and disclosure of information DCL collects from the users. Other websites that may be accessible through DCL Website have their own privacy policies and data collection, use and disclosure practices. If the user links to any such website, DCL recommends to review the website's privacy policy. DCL is not responsible for the policies or practices of third parties.

MISCELLANEOUS PRIVACY ISSUES:

DCL may provide areas on its website where the user can publicly post comments and information about himself/herself or can review products and submit media content. This information may be accessible by other consumers and companies and may appear on other websites or web searches, and therefore this information could be read, collected, and used by others. DCL has no control over who reads the postings or what other users may do with the information voluntarily posted, so it is commended to please use caution when posting any personal information.

CONTACTING INFORMATION:

Registered Office: Digamber Capfin Limited

J 54-55, Anand Moti, Himmat Nagar,

Gopalpura, Tonk Road,

Jaipur-302018

Phone: 0141-2700233, 2700234

Email: info@digamberfinance.com

DISCLAIMER OF WARRANTIES

This Website and all services provided through it are provided "as is" with no warranties whatsoever. Except as warranted in these Terms and Conditions, we expressly disclaim all warranties of any kind, whether express or implied or statutory,

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including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy & completeness, and any warranties relating to non-infringement. We shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, and deletion, defect of any information, research, reports, analysis, quotes etc. in this Website or any part thereof.

We do not do not warrant that access to the Website will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the Website or as to the accuracy or reliability of the content contained therein.

We make no warranty regarding the transactions entered into through the Website. No advice or information, whether oral or written, obtained by you from or through the Website or any person shall create any warranty not expressly stated herein.

We shall not be liable for any action taken by you based on or relying on the information provided in or by the Website.

We will not be liable for any virus that may enter your system as a result of you using the Website. We make no guarantees to you or third parties that the content contained on the Website would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of your use of the Website.

If you are dissatisfied with any portion of this Website or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Website.

INDEMNIFICATION

You agree, at your own expense, to indemnify, defend and hold harmless DCL and its representatives, against any claim, suit, action or other proceeding brought against DCL or its representatives and as by a third party, to the extent that such claim, suit, action or other proceeding is based on or arises in connection with the use of this Website, or any links therein, including, but not limited to:

- Your use or someone else's use of your access to the Website;
- Your use/operation or someone using/operating or conducting any transactions, where applicable;
- A violation of the Terms and Conditions contained herein by you or anyone using your computer;

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- A claim that any use of the Website by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party;
- Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website by you or someone using your computer;
- Any misrepresentation or breach of representation or warranty contained herein made by you; or
- Any breach of any covenant or agreement to be performed by you hereunder.
- You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, and action or proceeding attributable to any such claim.

LIMITATION OF LIABILITY

In no event will DCL or its employees and directors be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Website or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if DCL or its employees and directors thereof, are advised of the possibility of such damages, losses or expenses.

REVIEW:

The IT Strategy Committee can amend this Policy, as and when deemed fit.

CONTENT ON THE WEBSITE:

- Appropriate disclosure regarding this Policy shall be made on the Company website at <https://www.digamberfinance.com/corporate-governance/>
- The information published in the website should be updated whenever there is a change in the policy.

AMENDMENT:

In case of any amendment(s), clarification(s), circular(s), etc. issued by the relevant authorities not being consistent with the provisions laid down in this Policy, then such amendment(s), clarification(s), circular(s), etc. shall prevail upon the provisions herein and this Policy shall stand amended accordingly from the effective date as laid down

under such amendment(s), clarification(s), circular(s), etc.

POLICY REPEALABLE:

This policy constitutes the entire document in relation to its subject matter. In the event that any term, condition or provision of this policy being held to be a violation of any applicable law, statute or regulation, the same shall be Repealable from the rest of this policy and shall be of no force and effect, and this Criteria shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Policy.

DIGAMBER CAPFIN LIMITED

**Registered office Address:
J 54-55, Anand Moti, Himmat Nagar, Gopalpura,
Tonk Road, Jaipur-302018, Rajasthan**