

## A. Introduction

- a. The domain name [www.finvolv.ai](http://www.finvolv.ai), and its related sub-domains, sites, services and tools (collectively, the “Website”) is owned by Kuliza Technologies Private Limited, a private limited company incorporated under the Companies Act, 2013 with its registered office at No. 2729, First Floor, Nishvi Towers, 16th cross, 27th Main Sector 1, Bangalore South, Karnataka, India – 560102 (hereinafter referred to as “Finvolv” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, affiliates, and permitted assigns)
- b. The Website is an online portal run by Finvolv. Finvolv is committed to respecting your online privacy and recognizes your need for appropriate protection and management of any information you share with Finvolv on the Website.
- c. This privacy policy (“Policy”) is being framed in view of the Information Technology Act, 2000 read with Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
- d. By accepting this Policy, you understand and agree to the collection, use, sharing and processing of Information, as described herein. If you provide Finvolv with Personal Information about someone else, you confirm that they are aware that you have provided their information and that they consent to Finvolv’s use of their information according to this Policy. This Policy applies to all the current and former visitors, users and others who access the Website. If you are unwilling or unable to be legally bound by this Policy, please do not use the Website. You cannot accept this Policy if: (a) you are not lawfully entitled to use the Website or (b) if you are not of legal age to form a binding agreement with Finvolv.

## B. Scope

- a. This Policy is an electronic record in the form of an electronic contract formed under the applicable law. This Policy does not require any physical, electronic or digital signature. This Policy is a legally binding document between you and Finvolv.
- b. By accessing or using the Website and/or availing the services provided through the Website or otherwise giving Finvolv your information, you undertake that you have the capacity to enter into a legally binding contract vide this Policy, which constitutes a legally binding document between you and Finvolv under the applicable law. Finvolv collects and processes your usage data, personal data and third-party data, only for the purposes described in this Policy and only to the extent necessary as defined herein and within the scope of the applicable legal regulations. This Policy seeks to ensure that any

Personal information or third-party information handled by Finvolv is managed in a way that is ethical, compliant and adheres to best industry practices.

- c. We request you to read the terms and conditions of this Policy carefully, before accessing or using this Website. By accessing or using the Website including its services, you agree to the terms 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.
- d. This Policy describes Finvolv's current data protection policies and practices and may be amended/updated from time to time. Any changes to this Policy will become effective upon posting of the revised Policy on the Website. Your continued use of Website or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Policy.

### **C. Consent**

- a. By mere use of the Website, you expressly consent to Finvolv's use and disclosure of your usage information, Personal Information (as defined below) and third-party information in accordance with this Policy. If you do not agree with the terms of this Policy, please do not use this Website. This Policy shall be deemed to be incorporated into the terms of use of the Website ("Finvolv Terms of Service") and shall be read in addition to the Finvolv Terms of Service.
- b. In order to avail any service on the Website, you may be using third-party information. You hereby agree that you have obtained explicit written authorization and consent from all such subjects/individuals whose information you verify/provide data against in the format required by the applicable laws in force, from time to time and store the same in your custody basis such laws. You hereby represent and warrant that Finvolv shall not be held responsible, liable or accountable in any manner or to any extent whatsoever, for your failure to perform obligations under this Clause.
- c. In case you wish to avail any or all of the services provided by Finvolv on the Website, Finvolv shall provide a username and password to you ("Login Credentials") as set out in the Finvolv Terms of Service. You hereby explicitly agree that your use and access of the Login Credentials shall be governed by the Finvolv Terms of Service read with the terms of this Policy and any other agreement that you may enter into with Finvolv.

### **D. Information Categories**

- a. 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.

- b. **Personal Information:** Personal Information means any information that may be used to identify an individual, including, but not limited to, the first and last names, physical address, telephone number, date of birth, age, gender, e-mail address, or any other contact information, (hereinafter referred to as “Personal Information”). Finvolv limits the collection of Personal Information to that which is necessary for its intended purpose.
- c. **Non-Personal Information:** Non-personal Information means information that does not specifically identify an individual or business, but includes information from you, such as your browser type, the URL of the previous websites you visited, your Internet Service Provider (ISP), operating system, your Internet Protocol (IP) address. Finvolv may gather any Non-Personal Information regarding how many people visit this Website, the pages they visit, their IP address, and the type of browser they used while visiting the Website (“hereinafter referred to as “Non-Personal Information”).
- d. **De-Identified Data:** Notwithstanding anything herein, Company shall be permitted to create, use, license, sell or disclose De-Identified Data. “De-Identified Data” shall mean Personal Information for which all identifiers have been removed such that the data, alone or in combination with other reasonably available data, cannot be attributed to or associated with or cannot identify any person, and the unauthorized access, use, disclosure, modification, storage, destruction, or loss of the data would not trigger the application of any privacy law or any security breach notification law, and that has been combined with similar data such that the original data forms a part of a larger data set.
- e. **Usage Information:** Usage Information includes without limitation all data and information collected automatically through the Website (or through the third party analytics service providers), by use and access of the Website in the nature of system administrative data, statistical and demographic data, and operational information and data generated by or characterizing use of the Website including without limitation Non-Personal Information, Cookies (as defined below), Website traffic, time spent on the Website, number of visits to the Website and other similar information and behavior indicating the mode and manner of use of the Website. (hereinafter referred to as the “Usage Information”)
- f. **Personal Information, Non-Personal Information, Usage Information, De-Identified Data and third-party information** hereinafter shall be referred to as “Information”

## **E. Information Collection**

- a. Finvolv may collect information from you when you (i) register on the Website; (ii) update or change personal details in your account; (iii) use the Website; (iv) participate in campaigns or respond to questionnaires published by Finvolv on the Website.
- b. You hereby acknowledge and agree that you are voluntarily providing all information to Finvolv.

- c. Finvolv and its business partners may use Cookies to monitor the Website usage including, without limitation, to provide useful features to simplify your experience when you return to the Website, like remembering your login id and Information and to deliver relevant content based on your preferences, usage patterns and location.
- d. Finvolv may also collect Non-Personal Information or Usage Information based on your browsing activity and in relation to your use or access to the Website like your browser type, your Internet Protocol address, your Operating System, your prior search results etc., which may or may not be publicly accessible.
- e. Information collected by Finvolv from a particular browser or device may be used with another computer or device that is linked to the browser or device on which such information was collected.
- f. You may use the Website without providing Finvolv any Personal Information about yourself. However, you may not be able to access certain services of the Websites in case you choose to do so.

#### **F. Information Usage**

- a. Finvolv may use the Information you provide to fulfil your requests for the products, programs, and services, to respond to your inquiries about its offerings, and to offer you other products, programs or services that Finvolv believes may be of interest to you.
- b. Finvolv uses the Information about users to enable it to procure information about them. From time to time, Finvolv also may use this information to offer its products, programs, or services to them.
- c. Finvolv may use the Information to monitor your use of the Finvolv services and may review and analyse the Information provided by you to provide you with customized service.
- d. Finvolv may use your Non-Personal Information for internal business purposes, such as data analysis, research, developing new products, enhancing and improving existing products and services and in identifying usage trends.
- e. Subject to and in accordance with applicable laws, Finvolv has the right to use your Information for the purpose of conducting promotional/marketing related activities on the Website, including but not limited to, using your Personal Information for making posters/banners to promote the services of Finvolv.
- f. When you send an email message or otherwise contact Finvolv through its Website, Finvolv may use the Information provided by you to respond to your communication. Finvolv may also archive such Information and/or use it for future communications with you to inform you regarding updates, newsletters, offers, new services and promotions.

## **G. Information Sharing**

- a. Finvolv maintains your Information in electronic form on its devices and on the equipment of Finvolv's employees. The Information is made accessible to employees, agents, officers, legal advisors, auditors or partners and third-parties only on a "need-to-know" basis.
- b. Finvolv does not rent, sell, or share Information with other people or with other non-affiliated entities, except with your consent, to provide services you have requested for or under the following circumstances:
  - i. Finvolv may engage third party vendors and/or contractors to perform certain support services, who may have access to Information.
  - ii. In order to process your transactions, Finvolv may direct you to a payment gateway service provider of its own choice, which may have access to the Personal Information provided by you while making such payment.
  - iii. Finvolv may share information with government authorities in response to subpoenas, court orders, or other legal process; to establish or exercise legal rights; to defend against legal claims; or as otherwise required by law. This may be done in response to a law enforcement agency's request.

## **H. Usage of Cookies**

- a. To enhance your experience with the Website, many of the web pages use 'cookies' and pixel tags that enable Finvolv features and functionality. Cookies are text files Finvolv places in your computer's browser to maintain your log-in and session details. Finvolv uses three types of cookies, necessary session cookies (including username, email ID, user access information) which enables Finvolv to recognise you and makes it easier for you to return to Website and interact with the Finvolv's services without signing in again, and/or preference cookies (including search and browsing history) which are stored for the maximum duration permitted by law, and/or statistics cookies (including Usage Information such as unique request ID, statistical data) which are stored for 24 hours or the maximum duration permitted by law (collectively referred to as the "Cookies")
- b. Cookies, by themselves, do not tell Finvolv your e-mail address or other personally identifiable information unless you choose to provide this information to Finvolv by, for example, registering on the Website and/or by availing the services provided by Finvolv. Cookies are designed to hold a marginal amount of data specific to a particular user and website and can be accessed either by the web server or the user device. However, once you choose to furnish the Website with personally identifiable information, this information may be linked to the data stored in the Cookie. Finvolv uses Cookies to understand site usage and to improve the content and offerings on the Website. For example, Finvolv may use Cookies to personalize your experience on the

Website (e.g., to recognize you by name when you return to the Website). Finvolv also may use Cookies to offer you products, programs, or services.

- c. Cookies are retained in your browser unless specifically deleted, depending on the type of Cookies. If you decline the Cookies, you may be unable to use certain features on the Website and you may be required to re-enter your password frequently. By using or accessing the Website and/or the services provided by Finvolv, you hereby explicitly authorize Finvolv and give your consent to Finvolv to store, use and access Cookies for the purposes outlined in this Policy. Most browsers allow you to control Cookies through their settings, which may be adapted to reflect your consent to the use of Cookies, and they may also enable you to review and erase Cookies.

#### **I. Third Party Service Providers**

- a. Finvolv may engage third party vendors and/or contractors to perform certain support services for Finvolv, including, without limitation, software maintenance services, advertising and marketing services, web hosting services and such other related services which are required by Finvolv to provide its services efficiently. These third parties may have limited access to the Information. If they do, this limited access is provided so that they may perform these tasks for Finvolv and they are not authorized by Finvolv to otherwise use or disclose Information, except to the extent required by law. Finvolv does not make any representations concerning the privacy practices or policies or terms of use of such websites, nor does it control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by Finvolv of the website, the website's provider, or the information on such websites.
- b. The Website may contain links and interactive functionality interacting with the websites of third parties. Finvolv is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, Finvolv strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

#### **J. Disclosure during potential Mergers & Acquisitions**

- a. Finvolv may disclose and/or transfer 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 Finvolv.

#### **K. Control Over Your Personal Information**

- a. You have the right to withdraw your consent at any point, provided such withdrawal of the consent is intimated to Finvolv in writing through an email at [grievance@finvolv.ai](mailto:grievance@finvolv.ai) requesting the same. If you at any time wish to rectify your Personal Information, you may write to Finvolv as per Clause L of this Policy.
- b. Once you withdraw your consent to share the Personal Information collected by Finvolv, Finvolv shall have the option not to fulfill the purposes for which the said Personal Information was sought and Finvolv may restrict you from using the services on the Website and/or the Website itself.
- c. If you wish to delete your account wherein production access has been given to you, and thereby discontinue using the services provided by Finvolv on the Website, such deletion of account and discontinuance of services shall be governed by the Finvolv Terms of Service read with and any other agreement that you may enter into with Finvolv. In other cases, you may discontinue using the services provided by Finvolv on the Website by writing to Finvolv at [grievance@finvolv.ai](mailto:grievance@finvolv.ai)

#### **L. Rectification/Correction of Personal Information**

- a. You shall have the right to review your Personal Information submitted by you on the Website and to modify or delete any Personal Information provided by you directly on the Website. You hereby understand that any such modification or deletion may affect your ability to use the Website. Further, it may affect Finvolv's ability to provide its services to you.
- b. Finvolv reserves the right to verify and authenticate your identity and your account Information and/or payment Information in order to ensure accurate delivery of services. Access to or correction, updating or deletion of your Personal Information may be denied or limited by Finvolv, if it would violate another person's rights and/or is not otherwise permitted by applicable law.
- c. If you need to update or correct your Personal Information that Finvolv may have collected to offer you personalized services and offers, you may send updates and corrections to Finvolv at [grievance@finvolv.ai](mailto:grievance@finvolv.ai) citing the reason for such rectification of Personal Information. Finvolv will take all reasonable efforts to incorporate the changes within a reasonable period of time.

#### **M. Storage of Personal Information**

- a. Finvolv shall store your Personal Information at least for such period as may be required and permitted by law. These periods vary depending on the nature of the information and your interactions with Finvolv.

- b. You agree that you will not submit any false information or any illegal or damaging content to the Website. Finvolv reserves the right to terminate access to or the ability to interact with the Website in response to any concerns Finvolv may have about false, illegal, or damaging content, or for any other reason, in its sole discretion.

## **N. Protection of Information**

Finvolv has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honoured. Finvolv takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction

- a. Finvolv considers the confidentiality and security of your Information to be of utmost importance. It therefore uses industry standards, and physical, technical and administrative security measures to keep Information confidential and secure and Finvolv will not share your Information with third parties, except as otherwise provided in this Policy. Please be advised, however, that while Finvolv strives to protect Information and privacy, Finvolv cannot guarantee or warranty its absolute security when Information is transmitted over the internet into the Website. Finvolv will annually evaluate this necessity considering your privacy and Finvolv's relation while keeping the applicable legislation in mind. Non-Personal Information will be retained indefinitely.
- b. Access to your online account on the Website is via. Login Credentials, which is password protected and this helps to secure your account information. You are solely responsible for maintaining the security and confidentiality of your account, including passwords and the Login Credentials. To ensure safety of your Personal Information, you are advised against sharing your Login Credentials with anyone. If you suspect any unauthorized use of your account, you must immediately notify Finvolv by sending an email to [grievance@finvolv.ai](mailto:grievance@finvolv.ai). You shall be liable to indemnify Finvolv for any loss suffered by Finvolv due to such unauthorized use of your account.
- c. For any loss or theft of Information, due to unauthorized access to your device through which you use the Website or other reasons solely attributable to you, Finvolv shall not be held liable or responsible under any circumstance whatsoever. Further, Finvolv shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond Finvolv's reasonable control including but not limited to acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the user, etc



#### **O. Minor**

- a. Finvolv does not intend to attract anyone under the relevant age of consent to enter into binding legal contracts under the laws of their respective jurisdictions. Finvolv does not intentionally or knowingly collect Personal Information through the Website from anyone under that age. Finvolv encourages parents and guardians to be involved in the online activities of minors to ensure that no Personal Information is collected from a minor without their prior consent. If you are using the Website on behalf of someone else, including but not limited to, on behalf of your minor child/children or employer, you represent and warrant that you are authorised by such person to accept this Policy on their behalf and to provide consent on behalf of such person to Finvolv's use of such person's Personal Information as described in this Policy.

#### **P. Limitation of Liability**

- a. Finvolv shall not be liable to you for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of direct or indirect, incidental, economic, compensatory, punitive, exemplary or consequential losses arising out of performance or non-performance of its obligations under this Policy.
- b. At any point of time, Finvolv's liability for any loss arising from any transaction carried out by you on the Website, whether on a subscription model or otherwise, shall not exceed the fees paid by you to Finvolv (a) in the preceding 1 (One) month, or (b) for that particular transaction, whichever is lower
- c. Notwithstanding anything contained in this Policy or elsewhere, Finvolv shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event. The term "Force Majeure Event" shall mean any event that is beyond the reasonable control of Finvolv and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, pandemic or national/state lockdown due to any reason and any other similar events not within the control of Finvolv and which Finvolv is not able to overcome.

#### **Q. Option to Opt-Out**

- a. You have the option to opt-out of all Finvolv's newsletters and other general email marketing communications by way of links provided at the bottom of each mailer. Finvolv respects your privacy and in the event that you choose to not receive such mailers, it shall take all adequate steps to remove you from such lists. However, you will

not be able to opt-out of receiving administrative messages, customer service responses or other transactional communications.

#### **R. Applicability of the Finvolv Terms of Service**

- a. This Policy shall be supplementary to the Finvolv Terms of Service. Words and expressions used in this Policy but not defined herein shall have the meanings ascribed to them in the Finvolv Terms of Service. To the extent any provision of this Policy does not conflict with the Finvolv Terms of Service, the Finvolv Terms of Service shall apply to this Policy. In the event of any conflict between this Policy and the Finvolv Terms of Service, the interpretation placed by Finvolv shall be final and binding on you.

#### **S. Conflict**

- a. Notwithstanding anything to the contrary contained in this Policy and/or the Finvolv Terms of Service, in case of any conflict between any terms of this Policy and/or the Finvolv Terms of Service and/or and any other agreement that you may enter into with Finvolv for availing the services, the terms of the agreement executed with Finvolv shall prevail at all times.

#### **T. Grievance Officer**

- a. In accordance with the provisions of Information Technology Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, the name and contact details of the Grievance Officer are provided below:
  - i. **Name:** Syed Ali
  - ii. **Address:** No. 2729, First Floor, Nishvi Towers, 16th cross, 27th Main Sector 1, Bangalore South, Karnataka, India - 560102
  - iii. **Email ID:** [grievance@finvolv.ai](mailto:grievance@finvolv.ai)
- b. If you wish to make a complaint regarding any violation of the provisions of this Policy, you may send a written complaint to the Grievance Officer, who shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder. If you have questions or concerns about this Policy, please contact Finvolv at [grievance@finvolv.ai](mailto:grievance@finvolv.ai)