

PRIVACY POLICY

1. INTRODUCTION

- 1.1. The domain name **partner.zetapp.in** and the associated mobile application titled 'Zet Partner' along with all upgrades, updates, enhancement and modifications thereto (hereinafter referred to as "**App**") is owned and managed by ZET Technolabs Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office Olsen Spaces, 2nd Floor HSR Layout Sector 6, 12th Main 14th Cross Opp JSS Public School Bengaluru - 560102 (hereinafter referred to as "**Company**" or "**We**" or "**Us**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, affiliates, and permitted assigns).
- 1.2. Company is committed to respecting your online privacy and recognizes your need for appropriate protection and management of any information that you share with Company on the App. This privacy policy ("**Policy**") explains how Company will collect, use, share and process information in relation to the Services provided on the App.
- 1.3. This Policy shall be deemed to be incorporated into the Terms of Use ("**Terms**") applicable to you as a user of the App and shall be read in addition to the Terms. In the event of any conflict between this Policy and the Terms, the interpretation placed by Company shall be final and binding on you. All words used in capitalized form herein but not defined shall have the same meaning ascribed to the term in the Terms.
- 1.4. This 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 (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.
- 1.5. By accepting this Policy, you understand and agree to the collection, use, sharing and processing of personal information as described herein. If you provide Company with personal information about someone else, you confirm that (a) such information is accurate and up to date; (b) such person is aware that you have provided their information; and (c) they consent to both the disclosure and the use/processing of their information in accordance with this Policy. This Policy applies to all the current and former visitors, users and others who access the App.

2. SCOPE

- 2.1. This Policy is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder. This Policy does not require any physical, electronic or digital signature.
- 2.2. By accessing or using the App or giving us your information or otherwise clicking to accept this Policy, if and when prompted on the App, 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 Company under applicable law, in particular, the Indian Contract Act, 1872. Company will collect and process your personal and third-party data carefully, 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 Company is managed in a way that is ethical, compliant and adheres to best industry practices.
- 2.3. Please read the terms and conditions of this Policy carefully, before accessing or using the App. By accessing or using the App including its Services or otherwise clicking to accept this

Policy, if and when prompted on the App, you agree to the terms of this Policy. If you are accepting this Policy on behalf of another person, you represent and warrant that you have full authority to bind such person to this Policy.

- 2.4. This Policy describes the types of information Company collects, why and how Company uses the information, with whom Company shares it, and the choices you can make about Company' use of the information. This Policy also describes the measures Company takes to protect the security of the information and how you can contact Company about its privacy practices.
- 2.5. Further, this Policy describes Company' current data protection policies and practices and may be amended/updated from time to time. Company will notify you at least once in a year, or whenever there is a change in the Policy, by email or by posting a conspicuous notice on the App regarding its then applicable data protection policies. The Policy shall come to effect from the date of such update, change or modification. It is recommended that you regularly check this Policy to apprise yourself of any updates. Your continued use of the App or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Policy.

3. **CONSENT**

By mere use of the App, you expressly consent to Company's use and disclosure of your 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 the App.

You hereby appoint ZET Technolabs Private Limited, having its registered office at Olsen Spaces, 2nd Floor HSR Layout Sector 6, 12th Main 14th Cross Opp JSS Public School Bengaluru - 560102, and the Partners of ZET Technolabs Private Limited as your lawful agent to receive your credit report/credit history ("**Credit Information**") from Credit Information Companies ("**CICs**") as notified by Reserve Bank of India and shall also obtain your record from CKYCR.

You further authorize Company and its Partners to share with CICs, your personal information/details to procure your Credit Information on a frequency as authorized under law and use the same to provide you with service of offering financial products suited to your needs ("**Purpose**").

You understand and acknowledge that the CIC shall not be liable under law or equity, in any manner whatsoever, for providing your Credit Information to Company and you will not raise any claim or objections against the CIC. You confirm that this consent is given by your free will and not due to any solicitation by any person/entity.

This consent/authorization shall be valid for (i) a maximum period of 06 (six) months, from the date of giving the same, (ii) satisfying the Purpose or (iii) until you withdraw your consent at any time, by informing the same to Company, at their registered office address, website, assigned email id or mobile application, whichever is earlier. You also provide consent to the terms of use of CRIF High Mark Credit Score, Experian PLC, Equifax Inc. and TransUnion CIBIL Limited, as amended/updated from time to time.

4. **TYPES OF INFORMATION**

- 4.1. Personal Information is defined 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.
- 4.2. **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, telephone number, e-mail address, photograph, or any other contact information, educational qualifications and work experience. Company limits the collection of Personal Information to that which is necessary for its intended purpose. Further, Sensitive Personal Data or Information (“**SPDI**”) of a person under applicable law includes Personal Information about that person relating to passwords, financial information including but not limited to, bank accounts, credit and debit cards or other payment instruments, and physical information. Company limits the collection of Personal Information (including, SPDI) to that which is necessary for its intended purpose.
- 4.3. **Non-Personal Information:** Non-personal information means information that does not specifically identify an individual, 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 and your Internet Protocol (IP) address. Company may gather any non-personal information regarding how many people visit the App, the pages they visit, their IP address, browser types and versions, time zone settings and locations, operating systems, applications installed on your device, device ID, device manufacturer and type, device, connection information, screen resolution, usage statistics, default communication applications and other technology on the devices you use to access the App, and shall include all such Personal Information collected and stored by Company that undergoes the process of de-identification and is no more identifiable to you or any natural person (hereinafter referred to as “**Non-Personal Information**”). Company may also collect Non-Personal Information that you voluntarily provide, such as information included in response to a questionnaire or a survey conducted by Company.
- 4.4. **Usage Information:** Usage Information includes without limitation all data and information collected automatically through the App (or through the third party analytics service providers), by use and access of the App in the nature of system administrative data, statistical and demographical data, and operational information and data generated by or characterizing use of the App including without limitation Non-Personal Information, cookies, App traffic, time spent on the App, number of visits to the App and other similar information and behaviour indicating the mode and manner of use of the App (hereinafter referred to as the “**Usage Information**”).
- 4.5. Personal Information, SPDI, Non-Personal Information and Usage Information hereinafter shall be referred to as “**Information**”.

5. COLLECTION OF INFORMATION

- 5.1. Company may collect Information from you when you (a) access the App by clicking on any link(s) shared by the Zet Partner users; (b) fill any registration form on the App; (c) use the App for availing any Services provided on the App; (d) provide any information as part of Information on the App; (e) voluntarily participate in campaigns conducted by Company on the App or respond to questionnaires published by Company on the App (if any); and (f) voluntarily complete a survey or provide feedback in relation to the Services provided on the App.
- 5.2. You hereby acknowledge and agree that all Information is provided by you to Company voluntarily and the Information provided by you is not subject to any undue influence.

- 5.3. Company may use cookies to monitor the App usage including, without limitation, to provide useful features to simplify your experience when you return to the App, like remembering your Information and to deliver relevant content based on your preferences, usage patterns and location.
- 5.4. Company may also collect Non-Personal Information based on your browsing activity and in relation to your use or access to the App like your Internet Protocol address, your Operating System, your prior search results etc., which may or may not be publicly accessible.
- 5.5. Information collected by Company 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.
- 5.6. You may use the App without providing Company any Information about yourself. However, you may not be able to access certain Services on the App in case you choose to do so.

6. USE OF INFORMATION

- 6.1. Company uses the Information you provide to (a) fulfil your requests for the Services offered on the App; (b) provide you with relevant information and/or recommendations with respect to financial products offered by the Partners; (c) share it with its Partners to facilitate your registration for the financial product offered by the Partner; (e) provide you with information about Services available on the App and offer you other products and services that Company believes may be of interest to you; and (g) manage Company' relationship with you.
- 6.2. Company may use the Information to monitor your use of the Services and may review and analyse the Information provided by you to provide you with customized recommendations.
- 6.3. Company may use your Non-Personal Information or Usage Information for internal business purposes, such as data analysis, research, developing new products and/or features, enhancing and improving existing services and identifying usage trends.
- 6.4. Subject to and in accordance with applicable laws, Company has the right to use your Information for the purpose of conducting promotional/marketing related activities on the App, including but not limited to, using your Personal Information for making posters/banners to promote Company' Services.
- 6.5. When you send an email message or otherwise contact Company through the App, Company may use the Information provided by you to respond to your communication by way of messages on the App, Short Message Service (SMS), email or any other communication channels that Company may deem fit. Company 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.

7. INFORMATION SHARING

- 7.1. Company maintains your Information in electronic form on its devices and on the equipment of Company' employees. The Information is made accessible to employees, agents or Partners and third-parties only on a need-to-know basis.
- 7.2. Company shares your Information with third parties, including without limitation, Partners, Zet Partner users, and such other persons as may be engaged by Company for the purpose of providing Services to you (for instance, service tools), to the extent so required.

- 7.3. Company does not rent, sell, or share Information with other people or with other non-affiliated entities, except with your consent or to provide Services you have requested for or under the following circumstances:
- (a) Company may share Information with Company' Partners, and affiliates to contact you via email, phone, or otherwise for the provision of Services being availed by you on the App.
 - (b) Company may engage third party vendors and/or contractors, to perform certain support services, who may have limited access to Information.
 - (c) Company may share your Information, including Personal Information, with Partners for the purpose of providing you with career and educational opportunities and to enable such Partners to contact you via. email or phone.
 - (d) Company may rent, sell or share Non-Personal Information or Personal Information in an aggregate form after it undergoes the process of de-identifications and is no more identifiable to you, with any third party.
 - (e) Company 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.

8. THIRD PARTY SERVICE PROVIDERS

- 8.1. In addition to the Partners and Zet Partner users, Company may engage other third party vendors and/or contractors to perform certain support services, including, without limitation, fulfilment of your service requests, software maintenance services, advertising and marketing services, web hosting services and such other related services which are required by Company to provide its Services efficiently. These third parties may have limited access to Information. If they do, this limited access is provided so that they may perform these tasks for Company and they are not authorized by Company to otherwise use or disclose Information, except to the extent required by law. Company 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 Company of the website, the website's provider, or the information on such website.
- 8.2. The App may contain links and interactive functionality interacting with the websites of third parties. Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such websites or otherwise visiting any such websites, Company strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party websites.

9. DISCLOSURE TO ACQUIRERS

Company may disclose and/or transfer Information to an investor, acquirer, assignee or other successor entity in connection with a sale, merger, or reorganization of all or substantially all of Company' equity, business or assets.

10. CONTROL OVER YOUR PERSONAL INFORMATION

- 10.1. You have the right to withdraw your consent at any point, provided such withdrawal of the consent is intimated to Company in writing through an email at hi@zetapp.in requesting the same. If you at any time you wish to rectify your Personal Information, you may write to Company as per paragraph 11 of this Policy.
- 10.2. Once you withdraw your consent to share the Personal Information, Company shall have the option not to fulfil the purposes for which the said Personal Information was sought and Company may restrict you from using the Services on the App and/or the App itself.
- 10.3. If you wish to discontinue using the Services provided by Company on the App, you may do so at any time, in accordance with the Terms, by discontinuing your use of the App. In other cases, you may discontinue using the Services provided by Company on the App by writing to Company at hi@zetapp.in . However, the Partners who have received your information during the term of your use of the App, may continue to retain your Information for such purposes as they may deem fit. Such deletion of Information available with the Partners shall be as per the privacy policy and practices of the Partners.

11. RECTIFICATION/CORRECTION OF PERSONAL INFORMATION

- 11.1. Except the Information shared with the Partners, you shall have the right to review your Personal Information submitted by you to Company on the App and to modify or delete any Personal Information provided by you directly on the App. You hereby understand that any such modification or deletion may affect your ability to use the App. Further, it may affect Company' ability to provide its Services to you. Further, you understand that such modification shall not automatically result in the modification of the Information shared with the Partners.
- 11.2. Company reserves the right to verify and authenticate your identity and your Information in any manner in order to ensure accurate delivery of Services. Access to or correction, updating or deletion of your Personal Information and/or SPDI (as the case may be) may be denied or limited by Company if it would violate another person's rights and/or is not otherwise permitted by applicable law.
- 11.3. If you need to update or correct your Personal Information that Company may have collected to offer you personalized services and offers, you may send updates and corrections to Company at hi@zetapp.in citing the reason for such rectification of Personal Information. Company will take all reasonable efforts to incorporate the changes within a reasonable period of time.

12. TERM OF STORAGE OF PERSONAL INFORMATION

- 12.1. Company shall store your Personal Information at least for such period as may be required and permitted by law or for a period necessary to satisfy the purpose for which the Personal Information has been collected. These periods vary depending on the nature of the information and your interactions with Company.
- 12.2. Company may store Non-Personal Information and Usage Information received from you till such time it requires provided such storage and retention is in accordance with applicable law.
- 12.3. You agree that you will not submit any false information or any illegal or damaging content to the App, including while using the Services. Company reserves the right to terminate access

to or the ability to interact with the App in response to any concerns Company may have about false, illegal, or damaging content, or for any other reason, in its sole discretion.

13. COOKIES

- 13.1. Company uses cookies and/or other tracking technologies to distinguish you from other users of the Services and to remember your preferences on the App. This helps Company to provide you with a good experience when you use the Services on the App and also allows Company to improve such Services. Cookies are text files Company places in your mobile phone, tablet or other devices to store your preferences. Cookies, by themselves, do not tell Company your e-mail address or other personally identifiable information unless you choose to provide this information to Company, for example, by registering on the App. They are designed to hold a marginal amount of data specific to a particular user. However, once you choose to furnish the App with personally identifiable information, this information may be linked to the data stored in the cookie. Company uses cookies to understand App usage and to improve the content and offerings on the App. For example, Company may use cookies to personalize your experience on the App (e.g., to recognize you by name when you return to the App). Company may also use cookies to offer you products, programs, or services. Cookies may be placed on the App by third-parties as well, the use of which Company does not control.
- 13.2. Session cookies are automatically deleted from your hard drive once a session ends, and most cookies are session cookies. You may decline the cookies, however, if you decline the cookies, you may be unable to use certain features on the App and you may be required to re-enter your password frequently. You may opt to leave the cookies turned on.

14. PROTECTION OF INFORMATION

- 14.1. Company has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honoured. Company takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 14.2. Company 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 Company will not share your Information with third parties, except as otherwise provided in this Policy. Please be advised that, however, while Company strives to protect Information and privacy, Company cannot guarantee or warranty its absolute security when Information is transmitted over the internet into the App. Company will periodically evaluate this necessity considering your privacy and our relationship while keeping the applicable legislation in mind.
- 14.3. For any loss or theft of Information, due to unauthorized access to your device through which you use the App or other reasons solely attributable to you, Company shall not be held liable or responsible under any circumstance whatsoever. Further, Company shall not be responsible for any breach of security or for any actions of any third parties (including, Partners) or events that are beyond Company'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.

15. MINOR & USAGE ON BEHALF OF ANOTHER PERSON

Company 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. Company does not intentionally or knowingly collect Personal Information through the App from anyone under that age. Company encourages parents and guardians to be involved in the online activities of minor to ensure that no Personal Information is collected from a minor without their prior consent. If you are using the App on behalf of someone else, including but not limited to, on behalf of your minor child/children, you represent and warrant that you are authorised by such person to accept this Policy on their behalf and to give consent on behalf of such person to Company' use of such person's Information as described in this Policy.

16. LIMITATION OF LIABILITY

- 16.1. Company 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.
- 16.2. Company is not responsible for any actions or inactions of any third parties that receive your Information.
- 16.3. Notwithstanding anything contained in this Policy or elsewhere, Company shall not be held responsible for any loss, damage or misuse of your 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 Company' reasonable control 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 Company' control and which Company is not able to overcome.

17. OPT-OUT

You may receive communication, including but not limited to messages on the App, Short Message Service (SMS) and phone calls from Company, Zet Partner users, and/or the Partners on the registered mobile number and e-mails on your registered e-mail address. You have the option to 'opt-out' of all newsletters and other general email or marketing communications from Company by way of links provided at the bottom of each mailer. Company respects your privacy and in the event you choose to not receive such mailers, Company shall take all adequate steps to remove you from such lists. Notwithstanding the foregoing, you understand that you will not be able to opt-out of receiving administrative messages, customer service responses or other transactional communications. Company also cannot guarantee availability of such opt-out options from the mailers of the Zet Partner users or Partners. You shall be required to contact the relevant Zet Partner user or Partner directly in relation to the same.

18. CHANGES TO THIS POLICY

Company reserves the right to update, change or modify this Policy at any time. The Policy shall come to effect from the date of such update, change or modification.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Policy shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be in Bangalore, Karnataka. In the event of

any dispute arising out of this Policy, the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Bangalore, Karnataka.

20. GRIEVANCE REDRESSAL MECHANISM

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Mohan Singhal
Email: hi@zetapp.in
Phone No: 7417274072

For registering your complaint, please reach out to the Grievance Officer at the above-mentioned contact details in relation to any violation of this Policy or the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. The Grievance Officer shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

21. CONTACT DETAILS

If you have questions or concerns about this Policy, please contact Company at the following email address: hi@zetapp.in

[Remainder of this page has been intentionally left blank]