FINAGG SERVICES PRIVATE LIMITED

PRIVACY & DATA PROTECTION POLICY

REVIEW & APPROVING AUTHORITY

Department	Compliance and Secretarial
Approved by	Board of Directors
Version	Version: V1.2
Approved Date	July 09, 2026

Introduction

FINAGG SERVICES PRIVATE LIMITED (FINAGGG) is committed to doing business with the highest ethical standards and appropriate internal controls with respect to protecting Your information. Our Privacy Policy applies to all users of the Website and the Service. FINAGG's Terms of Service ("Terms") are incorporated herein by reference and are available at www.finagg.in/privacy.php. All defined terms in the Privacy Policy shall have the same meaning as defined in the Terms. FINAGG adheres to the following policies with regards to your privacy.

FINAGG shall collect, use, store, process, retain, disclose and delete Your personal data in accordance with all applicable data protection, information technology rules, regulations, directions and guidelines, including the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the Digital Personal Data Protection Act, 2023 and the rules framed thereunder, the Reserve Bank of India's Digital Lending Guidelines, Master Directions and any amendments, re-enactments or replacements thereof, as may be applicable from time to time.

Without prejudice to the generality of the above, FINAGG is registered as a Lending Service Provider ("LSP") engaged by various Regulated Entities ("REs"), being banks and Non-Banking Financial Companies ("NBFCs"), to perform digital lending functions such as customer sourcing, underwriting support, and servicing on their behalf. In providing such services, FINAGG shall additionally comply with the Reserve Bank of India (NBFC-Credit Facilities) Directions, 2025 ("RBI CF Directions 2025") and the Digital Personal Data Protection Rules, 2025 ("DPDP Rules 2025") framed under the Digital Personal Data Protection Act, 2023 ("DPDP Act"), in addition to the frameworks referred to above. In the event of any conflict between the instructions of the RE and this Privacy Policy in relation to data collected on behalf of the RE, the RE's instructions and the applicable RBI regulatory framework shall prevail, without diluting FINAGG's own obligations as a Data Fiduciary/Data Processor under the DPDP Act.

Definitions

1. "Non-Personal Information" is information that is in no way personally identifiable and that is obtained automatically through your simple use of the Website with a web browser or the Service.
2. "Personally Identifiable Information" is non-public information that is personally identifiable and obtained in connection with providing a product or service to You. It may include information such as Your name, address, age, telephone number etc.
3. "Data Fiduciary" means any person who, alone or in conjunction with other persons, determines the purpose and means of processing of Your personal data.
4. "Data Processor" means any person who processes personal data on behalf of a Data Fiduciary.

5. “Data Principal” means the individual to whom the personal data relates and, where such individual is a child, includes the parent or lawful guardian of such child, and where such individual is a person with disability, includes their lawful guardian, acting on their behalf.
6. “Personal Data” means any data about an individual who is identifiable by or in relation to such data, and “processing” means the entire cycle of operations performed on Personal Data, including collection, storage, use, sharing, disclosure and erasure.
7. “Consent Manager” means a person registered with the Data Protection Board of India who acts as a single point of contact to enable a Data Principal to give, manage, review and withdraw consent through an accessible, transparent and interoperable platform.
8. “Data Protection Board” or “Board” means the Data Protection Board of India established under the DPDP Act.
9. “Regulated Entity” or “RE” means the bank, NBFC or other regulated entity that engages FINAGG as its Lending Service Provider for undertaking digital lending activities.
10. “Lending Service Provider” or “LSP” means an agent, such as FINAGG, engaged by an RE to carry out one or more of the RE’s lending functions in accordance with the RBI CF Directions 2025.
11. “Digital Lending App” or “DLA” means the mobile and/or web-based application(s), used to provide digital lending services and reported by the RE on the RBI’s Centralised Information Management System (CIMS) portal.

Consent

We shall obtain Your consent in writing or electronically accessed by Us or a third party as per the consent provided by You to access the information to provide Services under the Terms. This information collected from You is solely for the purposes provided under this Privacy Policy and the consent provided by You or required under applicable law. Access, storage and usage of the information by Us shall be as permitted/ allowed under extant statutory and regulatory guidelines.

Information shall be collected on need basis and as provided will be on an ‘as on basis’. We shall not be responsible for unverified personal information or information supplied by You.

In accordance with the DPDP Act and DPDP Rules 2025, any consent sought from You shall be free, specific, informed, unconditional and unambiguous, obtained through a clear affirmative action, and shall be limited to the personal data necessary for the specific purpose for which it is sought. Where practicable, We shall provide You an itemised notice, in English or any of the languages specified in the Eighth Schedule to the Constitution of India as per Your preference, describing the personal data sought to be collected and the specific purpose of processing. You may give, manage, review or withdraw Your consent, including through a Consent Manager where made available, and withdrawal of consent shall be as easy as the grant of such consent. Withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal.

In accordance with RBI CF Directions 2025, any collection of Your data by FINAGG shall be strictly need-based and undertaken only with Your prior and explicit consent. We shall maintain an audit trail of such consent, capturing details including the date and time of consent, the specific purpose for which it was obtained, the version of the notice/Policy shown to You, and the device/IP identifier associated with the consent action, and such audit trail shall be preserved for the period prescribed under applicable law and made available to the concerned RE and, where required, to the applicable regulator.

In accordance with RBI CF Directions 2025, We shall obtain Your explicit consent before sharing Your personal information with any third party, except where such sharing is required under a statutory or regulatory requirement, including sharing with credit information companies, courts, tribunals, law enforcement or regulatory authorities.

Information Collected

We collect Non-Personal Information such as Your browser type and IP address. Likewise, in order to offer You meaningful products and services, We may collect Personally Identifiable Information about You from the following sources:

- Information You give us on applications or other forms on the Website and/or Software
- Information You send us via any medium, including, but not limited to email, telephone, and social media interaction
- If You use a mobile device platform to access the Services or communicate with FINAGG, information transmitted from Your mobile device and information from third parties.

We does not access Your contact list, call logs, SMS, file and media storage, telephony functions or any other mobile device resources that are not required for providing the Services or are prohibited under applicable regulatory guidelines.

Following are ways and means by which information could be collected:

1. **Registration**

In order to become a user of Services, you may provide us the following information to create an account: name, email address, company name and address, phone number. FINAGG may request other information from you during or after the registration process that FINAGG uses to provide better and more customized services to users. You acknowledge that this information is personal to you, and by creating an account on FINAGG, You may allow others, including FINAGG, to identify You and to allow FINAGG to use your information in accordance with the Terms.

2. **Customer Service**

We collect information when you interact with FINAGG's customer service in order to accurately categorize and respond to customer inquiries and investigate breaches of Our terms.

3. **Using Third Party Services and Visiting Third Party Websites**

Information you provide to third party websites are not within the control of FINAGG and you provide such information at your own risk. The terms and conditions of use and the privacy policies of such third party will govern their use of such information. Any information you share with third party websites through the Website or the Service will be collected by FINAGG. FINAGG will use such information in compliance with this Privacy Policy.

4. Use of Cookies

The Website may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. A cookie cannot read data off Your hard disk or read cookie files created by other websites. Cookies do not damage Your system. Cookies allow Us to recognize You as a user when You return to the FINAGG Website using the same computer and web browser. We use cookies to identify which areas of Our Website You have visited and how you use the Website the data collected is used to analyse your use of the Website and to enhance the user experience. We also may use this information to better personalize the content that You see on the Website. Most browser software can be set to reject Cookies. However, if You reject Our Cookies, certain functionality on the Website may not work correctly or at all. We do not link Non-Personal Information from Cookies to Your Personally Identifiable Information.

In the course of optimizing the Service to Our Users, we may allow authorized third parties to place or recognize a unique cookie on Your browser. Any information provided to third parties through cookies will not be personally identifiable but may provide general segment information for the enhancement of Your user experience by providing more relevant advertising.

5. Web Beacons

FINAGG also may use web beacons, pixels, anonymous ad network tags, and cookies to collect Non- Personal Information about Your use of the Website and the websites of selected sponsors and advertisers, to collect anonymous, aggregated auditing, research and reporting for advertisers, and to collect data related to Your use of special promotions or newsletters etc.

The information collected by Web Beacons also allows us to statistically monitor data with respect to our Website and Services and those of our associated third parties. Our Web Beacons are not used to track Your activity outside of the Website or the websites of Our sponsors. We do not link Non- Personal Information from Web Beacons to Personally Identifiable Information without Your permission. However, because Your web browser requests advertisements and web beacons directly from ad network servers, these networks can view, edit or set their own cookies, just as if You had requested a web page from their Website. If You are a non-registered visitor to the Website, the only information We collect will be Non-Personal Information through the use of cookies or web beacons.

6. Log files, IP Addresses and information about Your computer and mobile device

Due to the communications standards on the internet, when You visit the Website We automatically receive the URL of the Website from which You came and the Website to which You are going when You leave FINAGG's Website. FINAGG also receives the internet protocol ("IP") address of Your computer (or the proxy server You use to access the World Wide Web), Your computer operating system and type of web browser You are using, your usage patterns, Your mobile device (including Your UDID) and mobile operating system (if You are accessing the Website using a mobile device), as well as the name of Your ISP or Your mobile carrier.

FINAGG may also receive location data passed to it from third-party services or GPS-enabled devices that You have enabled. Also, as described above, FINAGG receives information when You access third-party web pages through the Service. The link between Your IP address and Your personally identifiable information is not shared with third parties without Your permission, except as described below.

7. **Access to Device Features**

When required for customer onboarding, Know Your Customer (KYC) verification or any other purpose permitted under applicable law, We may seek Your explicit consent for one-time access to Your camera, microphone, location or other necessary device features. Such access shall be limited to the specific activity for which permission has been granted and shall not continue beyond completion of that activity.

As FINAGG acts as an LSP to various REs, and in line with the RBI CF Directions 2025, FINAGG shall store only such minimal borrower data as is necessary for it to perform its functions, being basic contact details such as name, address and contact information, with the remainder of the borrower's data being retained by and being the responsibility of the concerned RE. FINAGG shall not collect, use or store biometric data of any Data Principal unless expressly permitted or required under applicable law. All Personal Data collected by FINAGG shall be stored exclusively on servers located in India. Where any Personal Data is, for any incidental reason, processed outside India, such data shall be deleted from the overseas systems and repatriated to India within twenty-four (24) hours of such processing, in accordance with the RBI CF Directions 2025.

For the avoidance of doubt, and in accordance with the RBI CF Directions 2025, FINAGG's shall not access your file and media storage, contact list, call logs, or telephony functions, under any circumstance.

Access to Your camera, microphone, location or other device facility for onboarding/KYC purposes is sought and granted on a one-time, session-specific basis only. FINAGG does not retain standing or continuous permission to any such device facility once the relevant onboarding/KYC activity is completed, and a fresh consent prompt shall be presented to You each time such access is subsequently required.

Type of Data that can be stored

We adhere to strict regulations to ensure data security, privacy, and compliance. We would only store the information which is allowed as per the law and regulator which would include certain basic contact details e.g. Name, Address, Contact number and email ID, KYC details and any other information, if required to be stored would only be on need basis as permitted in the law and regulations from time to time. Also, tenure of the storage of additional information, if any, would also be as per permitted in the law and regulations from time to time.

Length of Time for which data can be stored

We shall retain Your information as may be required to carry out their operations under applicable laws/ regulations/licenses or under the consent provided by You. Retention of information will be as per applicable law/regulatory requirements in India. Information may be retained for an extended period (i) in case of requirement of any investigations under law or as part of any requirement before Courts/Tribunals/Forums/Commissions etc and (ii) to enhance / improvise our Services.

Unless a longer period is mandated under applicable law, licence conditions or contractual arrangements with the RE, We shall retain borrower data for a period of eight (8) years from the date of closure or termination of the borrower's loan account/relationship with the RE, in line with the record-retention norms applicable to Regulated Entities under RBI's Master Directions and the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. Data collected for onboarding/KYC purposes shall be retained in accordance with the applicable KYC record-retention requirements.

In accordance with the RBI CF Directions 2025, Our policy on the type of data that can be stored, the length of time for which such data can be stored, restrictions on the use of such data, Our data destruction protocol, and Our standards for finding a security breach, shall be prominently disclosed and kept updated on Our website and on the DLA at all times.

Once the applicable retention period has expired and the information is no longer required, We shall securely delete, erase or anonymise such information in accordance with Our internal data destruction procedures and applicable law.

Restrictions on usage of Data

1. Purpose Limitation: We collect borrower PII only for specific, clear, and legitimate purposes. Data is not used for any other purposes without explicit consent from the borrower.

2. Data Security:

We implement robust security measures to protect borrower PII from unauthorized access, breaches, and other security threats. This includes using encryption, secure access controls, and regular security audits.

3. Access and Correction:

We encourage the borrowers to update their information as and when there are any changes, subject to applicable law. The borrower is also entitled withdraw their consent and to review the information provided and ensure that any information found to be inaccurate or deficient be corrected or amended as feasible.

Please write to Us at support finagg@finagg.in if You wish to exercise any of Your rights under the Privacy Policy. However, please note that exercising Your rights to opt out or withdrawing consent would be in accordance with internal policies and depending on the status of Your product or service availed from Us.

In accordance with the RBI CF Directions 2025, You have the option to:

- give or deny consent for the use of Your specific data for a specified purpose;
- restrict disclosure of Your data to third parties, save where such disclosure is mandated under statutory or regulatory requirements;
- seek information on, and where permitted express a preference regarding, the retention of Your data;
- revoke consent already granted by You for the collection or use of Your personal data; and
- require Us, upon such revocation or otherwise, to delete or erase Your personal data, subject to Our retention obligations under applicable law, licence conditions, or contractual arrangements with the RE.

Requests under this section may be sent to Us at the contact details mentioned under 'Grievance Redressal' below, and shall be actioned within the timelines prescribed under applicable law.

Provided withdrawal of consent or deletion of information may affect our ability to continue providing certain Services.

Rights of Data Principals

- Right to Access Information: You may seek a summary of the Personal Data being processed by Us and the categories of Personal Data and processing activities undertaken, in the manner and format prescribed under the DPDP Rules 2025.
- Right to Correction and Updation: You may request correction of inaccurate or misleading Personal Data, completion of incomplete Personal Data, and updation of Your Personal Data.
- Right to Erasure: You may request erasure of Your Personal Data that is no longer necessary for the purpose for which it was collected, subject to Our retention obligations under applicable law, licence conditions or contractual arrangements with the RE.
- Right to Grievance Redressal: You may register a grievance with Our Grievance Officer/nodal officer in the manner set out under the 'Grievance Redressal' section below.
- Right to Nominate: You may nominate any other individual to exercise Your rights under the DPDP Act in the event of Your death or incapacity, in the manner prescribed under the DPDP Rules 2025.
- We shall endeavour to respond to any such request within the timelines prescribed under the DPDP Rules 2025. Please note that certain requests, including erasure, may not be fully actionable where retention of the underlying data is mandated under RBI regulations, the Prevention of Money Laundering Act, 2002, or other applicable law, or is necessary for the establishment, exercise or defence of legal claims.

Personal Data Breach Notification

In the event of a personal data breach, We shall, without undue delay, notify the Data Protection Board of India in such form and manner, and within such period, as may be prescribed under the DPDP Rules 2025. We shall also intimate the affected Data Principals, in clear and plain language, describing the nature, extent, timing and location of the breach, the likely consequences, the measures taken or proposed to be taken to mitigate the risk, and Our contact details for any queries. Where the breach also constitutes a reportable cyber security incident, We shall additionally comply with applicable CERT-In reporting timelines and the RBI's cyber security and technology risk management guidelines.

Cross-Border Transfer of Personal Data

Save as set out above in relation to data collected by FINAGG in its capacity as an LSP under the RBI CF Directions 2025 (which shall be stored exclusively in India), We may transfer Personal Data outside India in accordance with Section 16 of the DPDP Act, except to any country or territory that may be restricted by the Central Government by notification. We shall keep this section updated to reflect any such notified restrictions as and when issued.

Behavioural Targeting

FINAGG may partner with a third party ad network to either display advertising on Website or to manage our advertising on other sites. Our ad partner uses cookies and Web beacons to collect non-personally identifiable information about your activities on Website and other websites to provide you targeted advertising based upon your interests.

Processing of Children's and Persons with Disabilities' Personal Data

We do not knowingly extend Our digital lending Services to individuals below the age of 18 ("children"). Where FINAGG is required to process the Personal Data of a child, or of a person with disability who has a lawful guardian, We shall obtain verifiable consent of the parent or lawful guardian, as applicable, in the manner prescribed under the DPDP Rules 2025, before undertaking such processing. We shall not undertake tracking, behavioural monitoring or targeted advertising directed at children, and the 'Behavioural Targeting' practices described above shall not apply to any Data Principal known to Us to be a child.

Widgets

The Website and the Services includes Social Media Features, such as showing a Twitter feed. These features may collect your IP address, which page you are visiting on website, and may set a cookie to enable the feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on Website. Your interactions with these Features are governed by the privacy policy of the company providing it.

Exemptions from Privacy Policy

Our Privacy Policy does not apply to any information You post from the Website to other third-party websites, due to the public nature of such postings. **Links/Postings to Other Websites**

The Website and/or Service may contain links to other Websites. FINAGG is not responsible for the actions, practices, or content of such Websites linked to or from the Website. You understand that such websites may have their own legal documents to which You must agree to prior to using and that We have no control over these legal documents. As always, You understand that it is Your responsibility to verify Your legal use of a website as well as use of information from the website with the corresponding website owner

Market Research

FINAGG may conduct online research surveys in order to gather feedback about the Website and opinions on important issues, through email invitations. When participating in a survey, We may ask you to submit Personally Identifiable Information. This Personally Identifiable Information is used for research purposes, and is not used for sales solicitations. Personally Identifiable Information collected through market research will be used only by FINAGG and will not be given or sold to a third party without Your consent or as otherwise permitted by this Privacy Policy.

Use of Aggregate Data

FINAGG may combine Non-Personal Information You provide through the Website with information from other users to create aggregate data that may be disclosed to third parties. Aggregate information does not contain any information that could be used to identify You and does not include Your personal contact information.

When We May Disclose Your Information

Except as set forth below or as specifically agreed to by You, FINAGG will not disclose any Personally Identifiable Information as gathered from You on the Website.

Save as otherwise stated in this section, We shall obtain Your explicit consent before sharing Your Personally Identifiable Information with any third party, except where such sharing is required under a statutory or regulatory requirement, in accordance with Para 12.4 of the RBI CF Directions 2025.

1. We may share Personally Identifiable information in limited fashion to Our contractors and service providers that perform services on Our behalf, including, but not limited to, operation of the Website technology, marketing services, research services and other related services. Unless You have opted-out of such sharing, these contractors also may have access to Your email address to send newsletters or special promotions to You on Our behalf or to send emails to You for purposes such as conducting market research on Our behalf. Access to Your Personally Identifiable Information by such contractors and service providers is limited to the information reasonably necessary for the contractor to perform its limited function for FINAGG. We also contractually require that such contractors and service providers: 1) protect the privacy of Your Personally Identifiable Information consistent with this Privacy Policy, and 2) not use or disclose Your Personally Identifiable Information for any purpose other than providing us with products and services as required by law.

2. We may share Personally Identifiable information We collect, as permitted by law, to companies such as credit reporting agencies, or servicing and processing companies, or when required or advised to do so in response to a valid legal requirement to release this information such as a state or federal law, regulation, search warrant, subpoena, or court order; or (2) in special cases, such as in response to a physical threat to You or others, to protect property, or defend or assert legal rights, to defend ourselves in litigation. In the

event that We are legally compelled to disclose Your Personally Identifiable information to a third party, We will attempt to notify You unless doing so would violate the law or court order.

3. If You prefer that We do not share certain information with Our contractors and service provider, as described above, You can direct us not to share that information by contacting us at finagg@finagg.in . Finally, FINAGG may provide content and services to You through websites other than Our own. FINAGG will not disclose Your Personally Identifiable Information to these third party websites without Your consent, but You should be aware that any information You disclose on such Websites is NOT subject to this Privacy Policy

In accordance with the RBI CF Directions 2025, this Privacy Policy discloses, and shall be updated from time to time to disclose, the categories of third parties, including REs, technology and cloud service providers, credit information companies, KYC and verification agencies, and other service providers, who are authorised to collect or access Personal Data through FINAGG's applications and services. A current list of such third parties may be obtained by writing to Us at the contact details mentioned under 'Grievance Redressal' below.

Security Policy & User ID/Password

Our Website and Service utilizes various information security measures such as internet firewalls, an intrusion detection system, encrypted data transmission, and operating procedures to protect Your personal data, accounts, passwords, etc. This information is kept completely separate and confidential, unless You have given someone-else Your user ID and password. As such, You should protect Your user ID and password and NOT share it with anyone. If You believe Your user ID and password have been compromised and You have trouble changing your user ID/password on the Website or within the application, please contact Our technical support department finagg@finagg.in

Transfer of Ownership

If the entire or substantial ownership of the Website or the Service were to change, Your user information may be transferred to the new owner so the service can continue operations. In any such transfer of information, Your user information would remain subject to the promises of Our then current Privacy Policy.

Your Acceptance of This Privacy Policy

This is Our entire Privacy Policy and it supersedes any earlier version. You agree to it every time You use the Website and/or Software.

This Privacy Policy shall remain publicly accessible on Our Website at all times. You may review this Privacy Policy before providing any personal information or consent.

In accordance with the RBI CF Directions 2025, access to this Privacy Policy on Our Website and DLA shall not be conditioned upon Your prior acceptance of the Terms of Service or Your grant of consent. Any consent or terms-acceptance prompt presented to You shall include a clearly visible and clickable link to this Privacy Policy so that You are able to read it in full before providing consent, and closing or dismissing such a prompt to first read the Policy shall not itself be treated as a rejection of the Terms.

If We make any material changes to this Privacy Policy, We will notify You by email or by posting a prominent notice on the Website prior to the change becoming effective. We encourage You to periodically review this page for the latest information on Our privacy practices. Your continued use of the Website or Service constitutes Your agreement to be bound by such changes to this Policy. Your only remedy, if You do not accept the terms of this Policy, is to discontinue use of the Website and Service.

Grievance Redressal

If You have any other concern or grievance with respect to any of content/information/data/products or services offered on the Website, please send an e-mail to Our grievance officer/nodal officer, whose details are mentioned herein below:

Name: Mr. Neeraj Singh Bhadauria

Email ID: gro@finagg.in, grievance@finagg.in
Address: Smart Works, UG Floor, World Trade Tower, Noida Sector-16, U.P 201301
Phone No.: +91 9311955491

Upon receipt of Your complaint by the grievance officer/nodal officer, an immediate compliant acknowledgement ID shall be assigned to your complaint, which shall also be intimated to you to track the status of the complaint. The nodal officer shall redress the compliant within 15 working days from the date of receipt of compliant. However, the following delays are excluded for calculation of time taken for redressal of your complaint:(a) Time taken by you to provide relevant information and documents, if any; and

(b) In case the redressal involves a third party, any delay caused by such third party.

If You are not satisfied with the resolution provided by Our grievance officer/nodal officer, or do not receive a response within 30 (thirty) days, You may escalate Your complaint: (i) in relation to digital lending grievances, to the Reserve Bank of India through its Complaint Management System (CMS) at cms.rbi.org.in or the ‘Sachet Portal’ at sachet.rbi.org.in, or to the RBI’s Integrated Ombudsman Scheme; and/or (ii) in relation to Personal Data processing grievances, to the Data Protection Board of India, constituted under the DPDP Act, in the manner prescribed under the DPDP Rules 2025.

Questions About This Privacy Policy

Should You have a privacy question about the Website and/or the Service, please email our

customer service department at finagg@finagg.in.