



JAI KRISHAN FINLEASE PVT LIMITED

DATA PRIVACY POLICY

Approved in April 2025

Jai Krishan Finlease Pvt Ltd

Regd Office: Shop No 24, Ground Floor, DDA Shops, Neeti Bagh, New Delhi-
110049, Delhi

Head Office: Info Tower, D-89, Nehru Colony, Dehradun – 248001,
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Web: www.jkfinlease.com



This Policy explains how JKFPL collects, uses, shares, stores, processes, transfers and discloses personal information (“PI”) including sensitive personal data or information (“SPDI”) that an individual, business entity, customers (existing or prospective), and/or any persons (“User(s)”) who have chosen to share with us or use the services (“Services”) offered by JKFPL provided on www.jkfinlease.com or any of its digital browser, digital lending software/applications and/or related mobile applications (collectively “Portal”).

At JKFPL we take privacy of Users very seriously and are committed to protect your personal data towards offering User(s) a safe and secured online experience. This Policy sets out the manner in which any personal data is collected from you, collected about you, or that you provide to us, will be processed by us. By providing us with the consent to process your personal data, you acknowledge that we will collect, store, use, and disclose your personal data in accordance with this Policy.

By accessing or using the Portal, User(s) signify that User(s) have read, understood and explicitly agreed to be bound by this Policy. Users are advised to carefully read this Policy before using Portal. JKFPL will not be liable or responsible for any breach of privacy owing to User’s negligence. When the User(s) use, download, and access the Services provided on Portal, the User(s) are consenting to the collection, transfer, storage, disclosure and other uses of information and data as per terms of this Policy. We will have link to this Privacy Policy, promptly available, on the Portal that can be accessed by Users.

The terms and provisions of this Policy apply to the PI and the SPDI that we collect about the User(s) for the purposes of providing the User(s) with our Services. PI as used in this Policy shall include SPDI, as applicable. This Policy is formulated under the Information Technology Act 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (“IT RSP Rules”), the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“Intermediary Rules”), guidelines, rules and regulations issued by regulatory/statutory authorities.

By using the Portal, or by giving us your PI and SPDI, you accept the practices described in this Policy, its contents, and have provided your informed consent to us collecting, storing, processing, transferring and sharing your personal data with lenders, partners, service providers for the purposes set out in this Policy. If you do not agree to this Policy, please do not use the Portal, or give us any PI or SPDI.

We reserve the right to change this Policy without prior notice due to changes in applicable laws, promulgation of new statutes/ laws/ regulations or basis directions issued by competent statutory/ regulatory authorities. For ensuring that you are updated on the Policy terms, we encourage you to regularly review this Policy with its updated version to ensure that you are aware of any changes and how your personal data may be used.

Please note that JKFL might engage in business activities which might be interpreted as “digital lending activity” as covered under the Digital Lending Guidelines (“DLG Guidelines”) issued by Reserve Bank of India (“RBI”).

- **About Information JKFL Collects:**

“Personal Information” which includes any information concerning the personal or material circumstances of an identified or identifiable User(s) and is capable of uniquely identifying a User(s) that a person represents.

“Sensitive Personal Information” means any Personal Information of any User(s), which consists of information relating to passwords; financial information such as bank account, credit card, debit card or other payment instrument details; sexual orientation; Information freely available or accessible in public domain is not treated as Sensitive Personal Information.

Depending on who the User(s) are (e.g., a merchant, customer, cardholder, consumer, supplier, or business partner) and how the User(s) interact with us (e.g., through Website, Application, online portal, telephone, IVR, API, online or offline), we may collect, use, receive, store, analyse, combine, transfer or otherwise process different categories of User(s) Personal Information (including Sensitive Personal Information). 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 Information for the purposes of this Policy.

User(s) provides explicit consent for collection of information, on our Portal (which may be collected from the parties as per this Policy), which includes but is not limited to (**“User Information”**):

1. Full name, address, email address, telephone number, date of birth and bank or payment details and any proof of identity and/or address, postal code, profile picture, password and other information User(s) may provide with User(s) account (including but not limited to, account holder, account name, account number, available balance and transaction history as may be required by Us to facilitate use of the Portal), ITR, Tax Certificates or any other income documents as necessary by Us, such as User(s) gender, mobile phone number and website and all other information, User(s) may provide Us through third-party sign-in services such as Facebook and Google. In such events/ cases, we fetch and store whatever information is made available to Us by the User(s) through these sign-in services or otherwise;
2. Device’s’ camera, microphone, location or any other facility as may be required for Know Your Customer (“KYC”) purposes and which will be accessed only one time and only for KYC purposes; User(s) preferences including settings such as time zone and language, IP addresses, application, device or browser type, versions and configurations, operating systems, device brand and model, time zone setting, content, unique identifiers associated with User(s) device(s) and pages that User(s) access on the Portal, and the dates and times that User(s) visit the Portal, and paths taken;

3. Unique mobile device identifier (e.g., IDFA or other device IDs on Apple devices like the iPhone and iPad), if User(s) are using Our Portal/ Affiliated parties on a mobile device, we may Use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize the User(s). Unlike cookies, mobile device IDs cannot be deleted from records. We may share it with advertising companies, and they may Use device IDs to track the User(s)'s use of Our Portal, track the number of advertisements displayed, measure advertising performance and display advertisements that are more relevant to the User(s). We may also share it with analytics companies which may use mobile device IDs to track the User(s), usage of Our Portal. We access the User(s) phone resources or metadata only in compliance with applicable law;
4. Credit related information or assessment, credit information and income information about the User(s) (e.g., employment contract, salary details, employer name, tax returns, bank account statements, income statements, balance sheet, cashflow statement), credit or score or reliability scores provided by third parties such as Our Financiers, financial institutions (including TransUnion CIBIL Limited and other credit bureaus) or similar third parties as permitted under applicable laws of India including Our business partners, independent service providers and Our group entities;
5. Financial information such as the User(s) bank account numbers and bank account data including ACH, NEFT, IMPS and UPI ID details, salary and income details;
6. KYC of the User(s) information including all proofs of identity and address, photograph, Permanent Account Number (PAN), etc.;
7. Details of the User(s) visits to the Portal, including but not limited to, web logs and other communication data; other information related to the Portal such as the User(s) search queries, comments, domain names, search result selected, number of clicks, pages viewed and order of those pages, how long the User(s) visited our Portal, the date and time the User(s) used the Portal, error logs and other similar information;
8. Information provided, uploaded, shared by the User(s) through Our Portal/Affiliated parties , including inter alia the User(s) PAN details, TAN details, details of incorporation, government and business-related approvals/ consents/ licenses, tax certificates, invoices, reviews, photographs, comments, lists, followers, the User(s) follow, current and prior purchase or browsing details, contact or notification information, and other information in the User(s) account profile; User(s) financial information (as defined under applicable laws) from an account aggregator as per applicable laws;
9. User(s) search details such as search terms the User(s) have looked up and results the User(s) selected;
10. Communications between the User(s) and other Financiers, merchants, and other third parties through Our Portal/Affiliated parties; participation by the User(s) in a survey, poll, sweepstakes, contest, or promotion scheme; User(s) request for certain features (e.g., newsletters, updates or other products/ services);
11. The information provided by the User(s) such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc. to be published or displayed on publicly accessible areas of Our Portal or transmitted to other User(s) of Our Portals or third- parties (collectively, **"User Inputs"**);

12. Information collected from third party business partners, technical sub-contractors, analytics providers, search information providers, such as delivery address or contact information or other details which may be combined with the User Information collected on the Portal and as provided in this Policy;
13. Information collected through cookies.

The User Information includes any Personal Information and Sensitive Personal Information of the User(s).

We may ask the User(s) to provide certain additional User Information on a case-to-case basis. All User Information disclosed shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/ genuineness/ misrepresentation/ fraud/ negligence of the information disclosed shall lie on JKPL nor will JKPL be in any way responsible to verify any User Information.

The User(s) acknowledges and consents to the fact that certain third-party service providers such as partners, merchants, marketers, third-party websites, researchers, financial organisation, bureau and verification agencies and other collection service providers may also collect and use the User Information through the Portal as per the terms of this Policy and the privacy policies of such third- party service providers.

The User(s) also consents to the fact that when User(s) avail products or services from Our financiers, the User(s) agrees to be bound by their privacy policies.

Where possible, we indicate which fields are mandatory and which fields are optional to be filled on the Portal. User(s) always have the option to not provide information by choosing not to submit particular information or feature on the Portal.

User Inputs are posted on and transmitted to others at the User(s) own risk. Please be aware that no security/ data protection measures are perfect or impenetrable. Additionally, we cannot control the actions of other User(s) of Our Portal with whom the User(s) may choose to share User Inputs.

Therefore, we cannot and do not guarantee that User inputs will not be viewed by unauthorized persons. We may display this information on the Portal, share it with businesses, and further distribute it to a wider audience through third party sites and services. The User(s) should be careful about revealing any sensitive details about the User(s) in such posting.

By using the Portal, the User(s) consents to the collection, storage, and use of the User Information provided for any of the services that We offer, and User(s) consents to Our collection of any changes or updates that User(s) may provide to the User Information. We collect only such User Information that We believe to be relevant and necessary for providing the Services that the User(s) may require or request. We shall not be liable, for any reason whatsoever, for the authenticity of any User information provided by the User(s) to Us. User(s) hereby represent, warrant, and confirm that the User Information provided is and shall continue to be valid, true and accurate.

- **Methods used for Collection of User Information:**

We collect or may collect User Information in the following ways:

1. directly or indirectly from the User(s) when the User(s) provide it to Us;
2. as the User(s) navigate through Our Portal;
3. the public domain;
4. through independent third-party sources like Financiers, merchants, financial organisations, credit bureaus etc;
5. through the account aggregator ecosystem in accordance with applicable.

We collect User Information, when the User(s) share it with Us, when the User(s) apply for Our Services directly with Us or through Our third-party partners as per their applicable privacy policies, when the User(s) register with Us, when User(s) provide credit information to Us, when the User(s) enter a competition or marketing survey, when the User(s) give Us information to collect information through cookies, from publicly available sources in accordance with applicable laws, or when the User(s) access, Use and/or browse Our Portal. We may also obtain User Information from independent third parties, as governed by their respective privacy policies, including Our business partners, merchants, marketplaces, re-sellers, banks, payment partners, technology providers, e-commerce platforms, payment aggregators, payments systems, payment service providers and financial institutions, fraud prevention agencies, independent service providers and Our group entities, affiliates, associated Financiers etc. We may further obtain User Information from social platforms and networks when the User(s) give Us permission to do so either directly or through a cookie, and We may use, collect, process or disclose this information in accordance with this Policy.

User(s) provide consent for collection of information from credit bureaus including but not limited to Experian/ CIBIL/ CRIF/ other agencies. We may retrieve from the User(s) records available with third party including from Know Your Customer (KYC) Registration Agency (KRA) or through the account

aggregator ecosystem, for completion of the User(s) KYC or for credit evaluation, which is required by the financial institutions for processing of the User(s) application for availing a financial product.

• **Use and Disclosure of User Information Collected:**

User(s) explicitly provide consent for Use of User Information as follows:

1. To verify and authenticate the User(s) identity;
2. To verify, authenticate and authorize the User(s) Use of Our Services, including for any risk management or portfolio management purposes;
3. To facilitate the User(s) usage of the Portal;
4. To do internal risk assessments and analysis;
5. To protect Our business and to ensure compliance with the application law;
6. To facilitate the User(s) access to and Use of Our Services;
7. To connect the User(s) with Our Financiers/ merchants/ or other third parties;

8. To send the User(s) surveys and marketing communications that We believe may be of interest to the User(s) including offers of any third parties;
9. To carry out creditworthiness checks;
10. To analyse, conduct internal reviews, research, surveys and understand Our Users, improve the content and features of Our Portal;
11. To process and complete the User(s) transactions;
12. To diagnose technical problems, provide support and help the User(s) in addressing troubleshooting problems;
13. To send and receive communications from the User(s), show the User(s) advertisements and/or notifications;
14. To prepare reports, review, etc;
15. To contact the User(s) regarding third party services and offers (including offers of any third parties), to understand the User(s) preferences and requirements.
16. To permit the User(s) Individual / business entity to participate in interactive features offered through Our Portal.
17. To improve the content and protecting the integrity of the Portal; and
18. To otherwise manage Our relationship with the User(s).

JKFPL may make disclosures of information diligently which is required pursuant to law or court order or under any legal procedure. We may or may not notify the User(s) for the same.

User(s) agree and acknowledge that collection of User Information is necessary for the purposes above and the collection of User Information is in furtherance of a lawful purpose.

If the User(s) have any questions about this Policy, please feel free to write to us at credit@jkfinlease.com

- **Storage of User Information:**

All User Information gathered by the JKFPL are stored on servers, log files and any other storage system owned by the JKFPL or by third parties in India, and such storage are need- based and to the extent required to render Services. User Information is stored in servers located in India. We do not store any biometric data.

We retain and preserve the records pertaining to the identification of the User(s) and their addresses obtained while opening the account and during the course of business relationship, for at least five years after the business relationship is ended.

- **Transfer of User Information:**

The User(s) data, including User Information, is stored on systems located in India. We may transfer User Information to any third parties in India or located outside India if deemed necessary for lawful purpose for the Services only upon consent from User(s). We assure that such third parties shall ensure same level of data protection as JKFPL.

- **Cookies:**

Cookies are small data files that are stored on the User(s) device to stimulate continuous connection. We use cookies and other tracking technologies to distinguish User(s) of the Services and to remember User(s) preferences and passwords and allow User(s) to move to different pages of Our Portal without having to re-enter password information. This helps us provide User(s) with a good experience when User(s) use our Services and also allows us to improve the Services.

We identify User(s) by way of using cookies. The cookies shall not provide access to data in User(s) device such as email addresses or any other data that can be traced to User(s) personally. The data collected by way of cookies will allow us to administer the Services and provide User(s) with a tailored and user-friendly Services. The cookies shall enable User(s) to access certain features of the Services. Most devices can be set to notify User(s) while receiving a cookie or prevent cookies from being sent. If User(s) prevent cookies from being sent, it may limit the functionality that we can provide when User(s) visit the Portal or try to access some of the Services.

Additionally, User(s) may encounter cookies or other similar technologies on certain pages of the Portal that are placed by third parties. We do not control the use of cookies by such third parties.

- **Other Uses of the Information Provided:**

We make all efforts to ensure that we collect only such User Information that we believe to be relevant in order to record, support, and facilitate the User(s) access to the Portal.

- **Communication:**

We may offer email, short message service (sms), multimedia message service (mms) or other forms of communication to share information with the User(s) about ongoing loan process, reminders on payments/information to be provided, certain promotions or features the Services may choose to offer or about our affiliates, subsidiaries, business partners, advertisers, and sponsors. User(s) may receive such communication when they have registered themselves as a User.

- **Protecting/Securing User(s) Information:**

We have administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of your PI. We implement appropriate security measures to protect User(s) data, including User Information, from unauthorised access, and follow technology standards prescribed by applicable law. We use reasonable safeguards to preserve the integrity and security of User Information and other data against loss, theft, unauthorized access, disclosure, reproduction, use or amendment. Some of the safeguards we use are firewalls and bit data encryption, and information access authorization controls. JKFP has put in place procedures to deal with breach of User Information and will notify User(s) and any applicable regulator or authority of a breach where we are legally required to do so.

- **Third Party Sharing of User(s) Information:**

We believe in protecting User(s) information to all extent and therefore do not disclose or share User Information with any third party, until it is important for us in order to provide User(s) with desired Services. User(s) further agree that such disclosure, sharing and transfer of User Information shall not cause any wrongful loss to User(s) or to any third party, or any wrongful gain to us or to any third party.

We, and third parties with whom We partner, shall use cookies, and/or similar files or technologies to collect and store information in respect to User(s) use of third-party websites and the Portal. Kindly note that most browsers are set to automatically allow cookies. Most cookies are session cookies that are automatically deleted from User(s) hard drive when User(s) close the browser. However, it may be possible to disable some (but not all) cookies through your mobile device or browser settings, but doing so may interfere with certain functionalities on the Portal.

- **Third Party Content:**

JKFPL's Portal may contain links to other sites hosted by third-party. If User(s) clicks on a third-party link, User(s) may be directed to that site. We cannot and will not assure that other User(s) are or will be complying with the foregoing rules or any other provisions of this Policy, and, as between the User(s) and us, the User(s) hereby assume all risk of harm or injury resulting from any such lack of compliance.

User(s) acknowledge that when the User(s) accesses a link when accessing the website, the website User(s) will enter into is not controlled by us and different terms of use and privacy policy may apply. By accessing links, the User(s) acknowledge that We are not responsible for those websites. We reserve the right to disable links to and/or from third-party sites to the Portal, although We are under no obligation to do so. If the User(s) have any queries, concerns or complaints about such third-party websites or mobile applications the User(s) must direct them to the operator of that third party website or mobile application.

We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the Portal exists (unless We are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided "as is" for the User(s) convenience only with no warranty, express or implied, for the information provided within them.

- **Right to Withdraw Consent and Incidental Rights:**

User(s) have the option, at any time while availing our Services or otherwise, to withdraw consent given to us, for processing User(s) data. In case of withdrawal of the User(s) consent, we reserve the option not to provide the Services for which such information was sought. In case the Services are already availed and then User(s) raise a request to withdraw consent, then we have the right to retain or to stop the provision of the Services.

User(s) have the right to exercise any of the above rights by contacting the Nodal Officer specified in "Grievance Redressal" clause of this Policy. Once we receive the User(s) request and verify the same satisfactorily, we shall proceed with assisting the User(s) on their requests.

Grievances Redressal

If the User(s) have any complaint under the Information Technology Act 2000, the IT RSP Rules or any FinTech/ digital lending related complaints/issues, the contact details of the Grievance Redressal Officer are provided below.

Nodal Officer

Name: Kritagya Raturi

Address: 3rd Floor, Info Tower, D-89, Nehru Colony, Dehradun-248001, Uttarakhand

Ph: +91 9711433967

Email: admin@jkfinlease.com

- **Governing Law and Dispute Resolution:**

Any controversy or claim arising out of or relating to this Policy shall be decided by Arbitration in accordance with the Arbitration and Conciliation Act 1996 and the governing law shall be the laws of India. The Arbitral Tribunal shall consist of one arbitrator who shall be appointed by an Arbitral Institute nominated by the Parties hereto in accordance with the Arbitration and Conciliation Act 1996. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any other dispute or disagreement of a legal nature will also be decided in accordance with the laws of India, and the Courts at Hyderabad shall have exclusive jurisdiction in all such cases, subject to the foregoing.

Submission of Information: Submissions to JKFPPL of information via Portal, emails to JKFPPL team, or by any means shall be deemed to be the property of JKFPPL. Please note that JKFPPL does not warrant that any e-mail from its Portal is secure and does not guarantee that any such e-mail from User(s) or from JKFPPL are secure during Internet transmission.

- **Updating User(s) Personal Information:**

If User Information changes or is amended, the User(s) must correct, update, or amend the User Information stored with Us, by making the relevant change on the User(s) account or by contacting Our customer care at: credit@jkfinlease.com

Acceptance of the Terms: By accessing the Portal and/or submitting application form to JKFPPL and/ or sharing the information to JKFPPL, the User(s) acknowledges and accepts this Policy, and expressly consents to use and disclose information as per this Policy.

Content Privacy

- **Intellectual Property**

We grant User(s) the right to access the Portal, in accordance with the above terms and conditions, and for no other purpose. Please note that the services and content on the Portal, including but not limited to text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, JKFPL and may be protected by applicable copyrights, trademarks, service

marks, international treaties and/or other proprietary rights and laws of India and other countries. The trademarks, logos, slogans and service marks (collectively the “**Trademarks**”) displayed on the Portal, are registered and unregistered Trademarks of JKFPL and others. Nothing contained on the Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Portal without the written permission of JKFPL or such third party that may own the Trademarks displayed on the Web Site. User(s) misuse of the Trademarks displayed on the Portal, or any other content on the Portal, except as provided in this Policy, is strictly prohibited.

User(s) are also advised that JKFPL will aggressively and fully enforce its intellectual property rights 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.

- **Restrictions on Use:**

User(s) agrees to use the Portal strictly for User(s) personal use. User(s) agrees not to use the Portal for any illegal purpose or in any manner inconsistent with this Policy. User(s) agrees not to use, transfer, distribute or dispose of any information contained in the Portal in any manner that could compete with the business of JKFPL or otherwise compromise or imperil the interests of JKFPL.

User(s) acknowledge that the Portal has been developed, compiled, prepared, revised, selected, and arranged by JKFPL and others (including certain other information sources) through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of JKFPL and such others.

User(s) agree to protect the proprietary rights of JKFPL and all others having rights in the Portal or its contents during and after the term of this agreement and to comply with all reasonable written requests made by JKFPL or its suppliers of content, equipment or otherwise to protect their and others contractual, statutory, and common law rights in the Portal. User(s) agree to notify JKFPL in writing promptly upon becoming aware of any unauthorized access or use of the Portal by any party or of any claim that the Portal infringes upon any copyright, trademark or other contractual, statutory, or common law rights.

User(s) may download and retrieve data from the Portal on to User(s) computer screen, print individual pages on paper, photocopy and store such pages in an electronic form on disk (but not on any server or other storage device connected to a network) for User(s) exclusive personal use only.

User(s) further acknowledge that all the intellectual property in the Portal continues to vest with us.

- **Privacy Restrictions:**

The content of the Portal screens or pages shall not be displayed or printed in any form in part or whole without the prior written approval of JKFL. The information contents provided on the Portal, or the company logo cannot be copied, modified, uploaded, downloaded, published, or republished, transmitted or otherwise distributed for commercial purposes without prior and explicit permission from JKFL. Reproduction of any information or material provided on the Portal, with or without any modification, is prohibited unless, with prior permission of JKFL, and shall amount to violation of copyright and would be deemed an illegal act.

- **Access Restriction:**

We reserve the right to deny to User(s), at our sole discretion, access to the Portal, including any portion thereof, without any prior notice. Use of the Portal is available only to persons who can form legally binding contracts under applicable law. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents, etc. are not eligible to use the Portal.