

Privacy Policy

of

Edgro Finance Private Limited**Approved by the Board of Directors of
Edgro Finance Private Limited****On June 17, 2025**

**Bibhu Prasad Das
Whole Time Director****Document History:**

Version	Approved on	Comments/ Remarks/ Changes	Prepared By
01	July 12, 2023	Initial Policy approved	IT Dept
02	May 22, 2024	Revised Policy approved	IT Dept
03	June 17, 2015	Modified para 12.3 for adding Withdrawal of Consent along with Revocation Mechanism:	IT Dept

PRIVACY POLICY

Edgro Finance Private Limited (“Company” or “Edgro”) is a Non-Banking Financial Company (“NBFC”) registered with the Reserve Bank of India (“RBI”) under the Section 45-IA of the Reserve Bank of India Act, 1934 and has its registered office at No.1613 and 1614, 7th Cross, 19th Main, 1st Sector HSR Layout, Bangalore-560102, Karnataka. Edgro, as an NBFC, is engaged in the business of providing loan/ credit facilities to its Customers itself or through its Lending Partner(s) and the Company owns, manages and operates its mobile application and its website available at <https://edgrofin.com/>

This Privacy Policy (“Policy/Privacy Policy”) details the guidelines and procedures adopted by the Company in relation to the collection, storage, use, processing, and disclosure of data/ information that its Customers, including You (“Collectively referred as “YOU” or “Customer”), have chosen to share upon visiting, downloading and using the Company’s App/ mobile application or its website or Digital Platform.

Please read this Policy carefully to understand the Company’s policies and practices regarding Your information and how it will be treated in accordance with this Policy.

This Privacy Policy has been drafted in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 to the extent applicable, and applicable RBI guidelines and regulations.

The services offered to You through the Company, or its Digital Platform are referred to as “Services”. Please note that capitalized terms shall have the same meaning ascribed to them under definitions in Paragraph 1 of this Policy. By visiting and accessing the Digital Platform and/ or downloading the App or by using all or any part of the Services, You are expressly agreeing to and consenting to the terms of this Policy and, by any use of the Digital Platform, You shall be deemed to have given Your consent for the processing of Your Personal Data as set out in this Policy agree to the terms of this Policy.

THIS POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU, AS THE CUSTOMER OF THE COMPANY DIGITAL PLATFORM & SERVICES, AND THE COMPANY.

YOU MUST BE A NATURAL PERSON, CITIZEN OF INDIA WHO IS ATLEAST 18 YEARS OF AGE AND ELIGIBLE TO ENTER INTO A BINDING CONTRACT UNDER THE INDIAN CONTRACT ACT, 1872.

BY ACCEPTING THIS PRIVACY POLICY AND OUR TERMS OF USE, YOU EXPRESSLY CONSENT TO OUR USE, ACCESS AND PROCESSING OF YOUR PERSONAL INFORMATION IN THE MANNER PRESCRIBED IN THIS PRIVACY POLICY.

THIS POLICY SUPERSEDES ANY PREVIOUS COMMUNICATION ON THIS SUBJECT MATTER AND DOES NOT APPLY TO THIRD-PARTY WEBSITES AND APPLICATIONS THAT ARE CONNECTED VIA LINKS TO THE WEBSITE. YOU ACCESS THIRD-PARTY APPLICATIONS AND WEBSITES AT YOUR OWN RISK AND WE ARE NOT LIABLE OR RESPONSIBLE TO YOU FOR ANY THIRD-PARTY APPLICATIONS AND WEBSITES.

THE COMPANY MAY AMEND/MODIFY THIS POLICY FROM TIME TO TIME. WE URGE YOU TO PERIODICALLY REVIEW THE POLICY FOR THE LATEST INFORMATION ON OUR PRIVACY PRACTICES. CHANGES AND MODIFICATIONS TO THIS POLICY WILL TAKE EFFECT IMMEDIATELY UPON POSTING ON THE COMPANY’S DIGITAL PLATFORM. ANY CONTINUED USE OF THE COMPANY SERVICES SHALL SIGNIFY YOUR ACCEPTANCE OF SUCH UPDATED POLICY.

1. DEFINITIONS OF VARIOUS TERMS USED IN THE PRIVACY POLICY

1.1 ‘We’ or “us” or “Our” shall mean Edgro, its Lending Partners and their LSPs and DLAs.

1.2 ‘Customer’ or ‘You’ or ‘Your’ and ‘Yourself’ shall mean the prospective and current customers of the Company (including representatives of the customers) and visitors to the Company’s Digital Platform whether the Website or the App.

1.3 ‘RBI’ shall mean the Reserve Bank of India.

1.4 ‘Digital Lending App’ or ‘DLA’ or ‘App’ shall mean the mobile and web-based applications with user interface that facilitate digital lending services. DLAs will include apps of the Company as well as those operated by LSPs engaged by the Company for extending any credit facilitation services in conformity with extant outsourcing guidelines issued by the RBI.

1.5 ‘Collected Information’ shall mean a part or whole of Sensitive Personal Information, Personal Information, and other information pertaining to You received/ collected by us as per this Policy.

1.6 ‘Cookies’ shall mean bits of digital/ electronic information that can transfer to Your hard drive, mobile device, or other device to keep records of Your use or visit to the Digital Platform.

1.7 ‘Device’ or ‘Your Device’ shall mean Your computer or laptop or mobile phone, computer system, computer network, data, computer database or software.

1.8 ‘Device Information’ shall mean unique device identifiers such as IMEI number, contact lists (wherever voluntarily provided by You), technical data about Your Device including details regarding associated applications and their usage details.

1.9 ‘Digital Platform’ shall mean the Digital Platforms owned/ used by Edgro Finance Private Limited and/ or Bluebear Technology Private Limited, including the Company’s Website available at <https://edgrofin.com/>, <https://propelld.com/>, the Company’s mobile application (“App”) if any, related online services and digital/ electronic media.

1.10 ‘Lending Partner(s)’ shall mean those regulated entities registered with the RBI which have partnered with the Company to offer loan/ credit facilities to a Customer through the Company by way of a co-lending arrangement or otherwise.

1.11 ‘Lending Service Provider’ (“LSP”) shall mean an agent of the Company which carries out one or more of lender’s functions or part thereof in customer acquisition or underwriting support or pricing support, servicing/ monitoring of loan accounts, recovery of specific loan or loan portfolio on behalf of the Company in conformity with extant outsourcing guidelines issued by the RBI.

1.12 'Location Information' shall mean information that may be collected by the Digital Platform that identifies Your physical location. This information may be collected from Your Device's location-aware features when You request certain services that are dependent on Your physical location.

1.13 'Personal Information' or **'Personal Data'** shall mean any data/ information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with the Company, assists in identifying such person. It also refers to information/ data that identifies You (whether directly or indirectly), such as information You may provide in forms, surveys, online applications or similar online fields available on the Digital Platform.

The **'Personal Information'** or **'Personal Data'** for the purpose of this Policy shall include the following:

- (a) Your full name/ previous names.
- (b) Your postal address,
- (c) Your email address
- (d) Your mobile/ telephone number
- (e) Your domicile.
- (f) Your nationality.
- (g) Your date of birth.
- (h) Details of Your family.
- (i) Details of Your educational qualification, Your college/ university etc.
- (j) Details of Your profession, employment etc.

1.14 'Sensitive Personal Information' of a person shall mean **'Sensitive Personal Data or Information'** as defined in the 'Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011' ("**SPDI Rules**") and such **'Sensitive Personal Information'** for the purpose of this Policy shall consist of the following information relating to You:

- (a) Password.
 - (b) Financial information such as Bank account or credit card or debit card or other payment instrument details or loan & its repayment details.
 - (c) Physical, physiological and mental health condition
 - (d) Sexual orientation.
 - (e) Medical records and history.
 - (f) Biometric information.
 - (g) Any such information relating to the above clauses received/ collected by the Company for providing the Services; and
 - (h) Any of the information received/ collected under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
- However, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these rules.

1.15 'Services' shall mean the services offered by the Company or by the Company's Lending Partner(s) to You on or through the Digital Platform, whether the Website or the App.

1.16 'Website' shall mean the Company's website available at <https://edgrofin.com/> or <https://propelld.com/>.

2. INFORMATION COLLECTION

2.1 Collection of Personal Information and Sensitive Personal Information- When You use the Digital Platform, whether the Website or the App, We may collect and store Your Personal Information and Sensitive Personal Information, from time to time, with Your explicit consent. Our primary goal in doing so is to provide You with a safe, efficient, smooth, and customized experience and services. This allows us to provide services and features that meet Your needs and customize the Digital Platform to make Your experience safer and easier and improve the services provided by us.

In general, You can browse the Website or App without telling us who You are or revealing some of the Personal Information about Yourself. However, to create an account on the Website or the App or start a business relationship, You must provide us with the certain basic information required to provide customized services. **The information We/ Digital Platform collect from You, inter alia, may include the following data/ information:**

- (i) Your Personal Information.
- (ii) Your Sensitive Personal Information.
- (iii) Your Permanent Account Number ("PAN") details, Aadhaar Number (subject to the statutory requirements relating to Aadhaar Number and its masking), copy or details of Identity Proof & Address Proof and photograph(s).
- (iv) Income, financial data and transaction data pertaining to You collected, with Your consent, from Your bankers, Your lenders, Your employer and the entities/organisations.
- (v) Credit Information pertaining to You provided by You or received from Credit

Wherever possible, We shall indicate the mandatory and the optional fields. You shall always have the option to not provide Your Personal Information/ Sensitive Personal Information by choosing not to use a particular service or feature on the Digital Platform.

By using the Services and the Digital Platform, it would be deemed that You had given specific consent to us to collect, store, analyze, use, and otherwise exploit (including for commercial reasons) Your Personal Information and Sensitive Personal Information. While You can browse some sections of the Digital Platform without being a registered member as mentioned above, certain activities (such as availing of loans from the Company's Lending Partner(s) on the Digital Platform) require registration and for You to provide the above details. The Digital Platform shall clearly display the Personal Information and Sensitive Personal Information it is collecting from You, and You have the option to not provide such Personal Information/ Sensitive Personal Information. However, this will limit the services provided to You on the Digital Platform. Further, You specifically consent to share Your Sensitive Personal Information and Personal Information for the usage of Services on the Digital Platform.

2.2 Collection of SMS/ WhatsApp Messages/ Messages with Financial Information- We don't collect or store Your personal SMS/ WhatsApp Messages/ Messages. However, We (through the Digital Platform) may collect, store, analyze, and process, Your SMS/ WhatsApp Messages/ Messages containing financial information/ data to the Digital Platform's/ Our servers, which helps us in identifying the various bank accounts, financial status and repayment capacity, for the purpose of performing credit risk assessment, assessing Your credit worthiness, and assigning a line of credit faster.

2.3 Collection of Mobile Number and E-mail Address- When You sign up with us, We collect Your mobile number and email address to uniquely identify You. This helps us ensure that no unauthorized device or person is acting on Your behalf.

2.4 Collection of Device Information- Our App collects information from Your Device that includes the IMEI number, model number, OS details, mobile network information and Wi-Fi information to provide additional security so that no unauthorized devices act on Your behalf to prevent fraud.

2.5 Collection of Location- We may collect and monitor the location information from Your Device to provide more suitable products and more efficient services. This may also help us to verify Your location/ address and make a better credit risk decision. We shall be granted a one-time access for the purpose of collection of Device location only in the event, the same is required for KYC/on-boarding purposes

2.6 Camera- We may require a one-time camera access so that You could easily scan any document or scan any QR code to initiate due diligence from Know Your Customer ("KYC") perspective or payment or video verification or verification of KYC documents and other documents.

2.7 Collection of Usage Information- We automatically track certain information about You based on Your behaviour on the Digital Platform. We use this information to do internal assessment of Your demographics, interests, and behaviour to better understand, protect and serve You as a user and improve the Services offered by Edgro or its Lending Partner(s). This information is compiled and analysed, including on an aggregated basis. We also collect Your Internet Protocol (IP) address and the URL used by You to connect Your computer to the internet, etc. This information may include the URL that You just came from (whether this URL is on the Platform/ Website/ App or not), which URL You next go to (whether this URL is on the Digital Platform/ Website/ App or not), Your computer browser information, and Your IP address.

If You choose to select any product through the Digital Platform/ Website/ App, We collect information about Your product choices and preferences. We retain this information as necessary to resolve disputes, provide customer support and troubleshooting problems as permitted by law. If You send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about Your activities or postings on the Digital Platform/ Website/ App, We collect such information into a file specific to You.

3. PURPOSE, USAGE AND DISCLOSURE OF THE COLLECTED INFORMATION

3.1 The primary purpose of collecting Your information is to provide You with the Services. We access, store and use the information We collect to provide the Services, research and develop new ones. We use Your Personal Information, Sensitive Personal Information and other Collected Information to provide the services You request, customize Your user experience and improve Our services.

To the extent We intend to use Your Personal Information/ Sensitive Personal Information to market/ propose any product to You, We will provide You with the ability to opt-out of such uses. In Our efforts to continually improve Our product and service offerings, We collect and analyze demographic and profile data about Our Customers' activity on the Digital Platform/ Website/ App. We will use and retain Your information for such periods as necessary to provide You with the Services, comply with Our legal/ regulatory obligations, resolve any disputes, and enforce Our agreements/ contractual rights.

3.2 Edgro may use and disclose the Collected Information (to its representatives and its Lending Partner(s)/ Agent(s) etc.) in the various ways to achieve the objectives such as the following:

- (i) To register You as a user of the Digital Platform.
- (ii) To establish identity and verify the same.
- (iii) To monitor, improve and administer the Digital Platform.
- (iv) To provide the Services offered by us or by the Company's Lending Partner(s) including credit profiling for the purpose of facilitating loans to You.
- (v) To design and offer customized products and services offered by the Company's third-party Lending Partner(s).
- (vi) To analyse how the Digital Platform/ Website/ App is used, diagnose service or technical problems and maintain security.
- (vii) To send communications notifications, information regarding the products or Services requested by You or process queries and applications that You have made on the Digital Platform/ Website/ App.
- (viii) To manage Our relationship with You and inform You about other products or Services which as per us may be useful to You.
- (ix) To conduct data analysis in order to improve the Services/ Products provided to You or a Customer.
- (x) To use the Collected Information in order to comply with the applicable laws and regulations.
- (xi) To conduct Your due diligence including KYC due diligence for the Company's third-party Lending Partner(s) based on the information shared by You.
- (xii) To use the Collected information in other ways permitted by law to enable You to take financial services from the Company's Lending Partner(s).
- (xiii) To detect and protect us against suspicious or illegal activity, fraud and other criminal activity.
- (xiv) To resolve disputes or troubleshoot problems.

3.3 In addition to the above, the Collected Information may be used by us for the following purposes:

- (i) To provide personalised offers.
- (ii) To manage Our relationship with You, including notifying You of changes relating to any of the Services.
- (iii) To administer and protect Our business and the Digital Platform, including trouble shooting, data analysis, system testing, and performing internal operations.
- (iv) To deliver content.
- (v) To send You communication, including through WhatsApp business messages, in relation to Your use of the Digital Platform or the Services.
- (vi) To monitor trends so we can improve the Digital Platform and the Services.
- (vii) To improve Our business and delivery models.
- (viii) To perform Our obligations that arise out of the arrangement the Company and its Lending Partners are about to enter or have entered with You.
- (ix) To enforce Our Terms and legal requirements.
- (x) To perform collection related activities.
- (xi) To undertake marketing services, including sending You promotional messages.
- (xii) To respond to court orders, establish or exercise Our legal rights, or defend Ourselves against legal claims.

3.4 Edgro will not use the Collected Information for any purpose other than in connection with the Digital Platform or beyond the provisions of this Policy.

Edgro will not rent, sell or share the Collected Information and will not disclose any of Personal Information or Collected Information to third parties, unless:

- (a) it is pursuant to obtaining Your consent.
- (b) it is in connection with the Services being rendered through the Digital Platform.
- (c) it is to help investigate, prevent or take action regarding unlawful and illegal activities.
- (d) it is to investigate suspected fraud, potential threat to the safety or security of any person, violations of the Digital Platform's/ Edgro's Terms & Conditions, or as defence against legal claims.
- (e) if it forms part of the information, Edgro shares with advertisers on an aggregate basis.

However, Edgro shall not share/ disclose Your Sensitive Personal Information to any third party unless it has Your prior permission, or You have agreed for the same with us.

4. SHARING INFORMATION

As mentioned in this Policy, any or all information pertaining to You, whether provided directly by You or not, may be shared by us with the following to render appropriate Services to You:

- (a) The Company's affiliate or subsidiaries or any company that it intends to merge with or acquire.
- (b) The Company's Lending Partner(s) in order to provide the Services to You or develop new products.
- (c) Credit Bureau and other third parties (including collection agencies) are involved directly or indirectly in providing services or in running Our business operations. This may include but not be limited to Our Lending Partner(s), storage providers, data analytics providers, consultants, lawyers, and auditors.
- (d) Where Edgro is required by any applicable law, any court, a government agency, or authority to disclose such information. Such disclosures are made in good faith and belief that it is reasonably necessary to do so to enforce this Policy or the Terms, or in order to comply with any applicable laws and regulations.
- (e) The acceptance of this Policy by You authorizes the Company, the Company's Lending Partner(s), its affiliates/ agents/ representatives and subsidiaries to contact You via SMS email, phone, or otherwise regarding the Services or any promotional offers.
- (f) We may share your data with the following - <https://www.edgrofin.com/partners>

5. ACCESS AND UPDATE YOUR INFORMATION

By providing any information/ documents on the Digital Platform, You, hereby, confirm, undertake, and warrant that all such information that You provide us is accurate, up-to-date, and true.

6. DATA SECURITY

Edgro implements appropriate security measures to protect Your information from unauthorized access, and follow standards prescribed by the applicable law. Edgro uses appropriate security based on the type and sensitivity of data being stored. As with any internet-enabled system, there is always a risk of unauthorized access, so it's important to protect Your password and to contact us if You suspect any unauthorized access to Your account.

Edgro take appropriate security measures such as using Hypertext Transfer Protocol Secure ("HTTPS") to transfer Your data to protect against unauthorized access, alteration, disclosure, or destruction of Your personal data that it collects and stores. These measures vary based on the type and sensitivity of the data. Unfortunately, however, no system can be 100% secured, so Edgro cannot guarantee that communication between You and the Company/ Digital Platform, the Services, or any information provided to it in connection with the data collected through the Services will be free from unauthorized access by third parties. Your password is an important part of Our security system, and it is Your responsibility to protect it. You should not share Your password with any third party, and if You believe Your password or account has been compromised, You should change it immediately.

The security systems and process governing the Company and its website are compliant with applicable laws. The relevant data centre and systems maintain backup and We have disaster recovery systems in place with respect to the information provided by You to Us.

In the scenarios where Personal Information collection is mandatory, for instance any information required to pull bureau report, we encrypt the data with the latest security algorithms before transmitting the data. All such data is encrypted at rest.

We restrict access of Your Personal Information only to those employees who are required to know such information in order to provide Our products and services to You. We train Our employees on all Our security procedures.

7. DATA RETENTION

7.1 You agree and acknowledge that Your information will continue to be stored and retained by us for as long as necessary to fulfill our stated purpose(s) or for a reasonable period after termination of Your account on the Digital Platform or access to the Services, whichever is later.

7.2 Criterion For Determining Data Retention Period

It is not possible for us to determine a specific period for which Edgro may retain Your data. However, Edgro will use and retain Your information for such periods as necessary to provide You with the Services, comply with Our legal/ regulatory obligations, resolve any disputes, and enforce Our agreements/ contractual rights. Edgro will retain Your data for longer than necessary, considering the following:

- (a) The purpose(s) and use of Your data, both now and in the future (such as whether it is necessary to continue to store that information in furtherance of Our obligations under a contract with You, or to contact You in the future).
- (b) Whether Edgro has any legal obligation to continue processing Your data (such as any record-keeping obligations imposed by any applicable law).
- (c) Whether Edgro have any further legal basis to continue processing Your information (including Your consent).
- (d) Whether there is any relevant agreed industry practice on how long such data should be retained.
- (e) The levels of risk and liability involved for us to continue holding the data;
- (f) The amount of difficulty Edgro may face to ensure the data can be kept updated and accurate; and
- (g) Any other circumstances, such as the nature and status of the Company's and the Company's Lending Partner(s)'s relationship with You.

8. COOKIES POLICY

8.1 What are Cookies?

Cookies are small text files stored by Your browser as You browse the internet. They can be used to collect, store, and share data about Your activities across the Digital Platform/ Edgro, including the Website/ App. Cookies also allow us to remember parameters/ credentials pertaining to Your visits to the Digital Platform/ Edgro, like Your account ID, and to make the Digital Platform easier to use.

Edgro uses both types of cookies, i.e. the Session Cookies (which expire after a short time or when You close Your browser) and the Persistent Cookies (which remain stored in Your browser for a set period). Edgro uses Session Cookies to identify You during a single browsing session, like when You log into the Website/

App. Edgro uses the Persistent Cookies where it needs to identify You over a longer period, like when You request that the Digital Platform should keep You signed in.

8.2 Why does the Digital Platform/ Edgro use Cookies and similar technologies?

Edgro uses Cookies and similar technologies like web beacons, pixel tags, or local shared objects (also referred to as "Flash Cookies"), to deliver, measure, and improve the Services offered by us or by the Company's Lending Partner(s) in various ways. Edgro uses these Cookies both when You visit the Platform and the Services through a browser and through the Website/ App. As Edgro adopts additional technologies, Edgro may also gather additional data through other methods.

8.3 Uses of the Cookies by Edgro/ the Company

8.3.1 Authentication and Security- The Cookies help authenticate Your access to the Digital Platform/ Edgro and prevent unauthorised parties from accessing Your accounts. The Cookies may be used for the following purposes:

- (a) To log You into the Digital Platform.
- (b) To protect Your security.
- (c) To help detect and fight spam, abuse, and other activities that violate the Digital Platform's terms and conditions.

8.3.2 Preferences- The Cookies help us remember the program/ offer You are interested in, so Edgro can provide communication relevant to such program/ offer each time You visit the Digital Platform. The Cookies may be used for the following purposes:

- (a) To remember data about Your browser and Your preferences
- (b) To remember Your settings and other choices You have made.

8.3.3 Analytics and Research- The Cookies help Us test different versions of the Platform/ Edgro to see which features or content, users prefer, web beacons help us determine which email messages are opened, and Cookies help us see how You interact with the Platform/ Edgro, like the links You click on. The Cookies may be used for the following purposes:

- (a) To help us improve and understand how people use the Platform/ Edgro
- (b) For other purposes We may want to use/analyse Your data.
- (c) We also work with a number of analytics partners, including Google Analytics, Hotjar and Mixpanel, who use Cookies and similar technologies to help us analyse how users use the Services, including by noting the sites from which You arrive. Those service providers may either collect that data themselves or We may disclose it to them.

8.3.4 Personalized Content- The Cookies help us show a personalized list of recommended programs/ offers on the homepage. The personalized content may be used to customize Edgro with more relevant content.

8.3.5 Advertising- While using Your Device, You may also receive tailored in-app advertisements. Apple iOS, Android OS, and Microsoft Windows each provide its own instructions on how to control in-app tailored advertising. For other devices and operating systems, You should review Your privacy settings or contact Your platform operator to provide You with more relevant advertising. However, please note that where advertising technology is integrated into the Services, You may still receive advertising on other websites and applications, but it will not be tailored to Your interests.

8.4 What are Your Privacy Options?

You have several options to control or limit how Edgro uses Cookies:

- (a) Most browsers automatically accept Cookies, but You can change Your browser settings to decline Cookies by consulting Your browser's support articles. If You decide to decline Cookies, please note that You may not be able to sign in, customise, or use some interactive features in the Services.
- (b) Flash Cookies operate differently than browser Cookies, so Your browser's cookie management tools may not remove them.

9. TRANSFER OF INFORMATION

Edgro complies with applicable laws in respect of storage and transfer of Your information. Please note that Your financial data available with/ provided to Edgro is only stored on the servers/ systems located in India.

10. LINKS TO THIRD PARTY WEBSITES

The Services offered by Edgro or its Lending Partner(s) may, from time to time, contain services provided by or links to and from the websites of the Company's Lending Partner(s)'s networks, service providers, financial institutions, advertisers, and affiliates ("Third Party Services"). Please note that the Third Party Services that may be accessible through Our Services are governed by their own privacy policies. Edgro does not accept any responsibility or liability for the policies or for any information that may be collected through such Third Party Services. Please check their policies before You submit any personal data to such websites or use their services.

11. BUSINESS TRANSITIONS

You agree and acknowledge that in the event Edgro goes through a business transition, such as a merger, acquisition by another organisation, or sale of all or a portion of Our assets, Your personal data might be among the assets transferred.

12. YOUR RIGHTS

You have certain rights with respect to use of Your data, including Your discretion to opt out of promotional emails, Cookies, and collection of Your data by certain analytics providers. You can update or terminate Your account registered with us for the Services and can also contact us for individual rights requests about Your personal data such as to restrict Our processing of Your data, to erase all data Edgro has stored about You, and the right to ask for the data to be provided to You.

12.1 Your Choices About the Provision and Use of Your Data

- (a) You can choose not to provide certain data/ information to us, but You may not be able to use certain features of the Services.
- (b) To stop receiving promotional communications from us, You can opt out by using the unsubscribe mechanism in the promotional communication You receive or by changing the email preferences in Your account. Note that regardless of Your email preference settings, We will send You transactional and relationship messages regarding the Services, including administrative confirmations, order confirmations, important updates about the Services, and notices about the Company's policies.
- (c) The browser or Device, which You use, may allow You to control Cookies and other types of local data storage. Your Device may also allow You to control whether location or other data is collected and shared.

12.2 Accessing, Updating and Correcting and Deleting Your Personal Data- You can access and update Your personal data that Edgro collects and maintains as under:

(a) To update data You provide directly, log into Your account and update Your account at any time.

(b) To terminate Your account:

- If You are a user, write to info@edgrofin.com to delete Your account permanently. We shall act on Your request within maximum 30 working days.
- Please note that, even after Your account is terminated, some or all of Your data may still be visible to others, including without limitation any data that has been (a) shared or disseminated by You or others (including in Your shared content); or (b) posted to a third-party platform. Even after Your account is terminated, We may retain Your data for as long as We have a legitimate purpose to do so (and in accordance with applicable law), including to assist with legal obligations, resolve disputes, and enforce our agreements. We may retain and disclose such data pursuant to this Privacy Policy after Your account has been terminated.

(c) To request to access, correct, delete Your personal data, or to restrict processing of Your personal data, please email to gro@edgrofin.com. We shall act on Your request within maximum 30 working days. For Your protection, We will require that the request be sent through the email address associated/ registered with Your account, and We may need to verify Your identity before implementing Your request. Please note that post deletion, we may retain certain data for which We have legal rights/ obligations to do so, including for mandatory record-keeping and to complete transactions.

12.3 Withdrawal of Consent and Revocation Mechanism:

You have the right to withdraw, at any time, the consent earlier granted for the collection, use, processing, storage, and disclosure of your personal data. Such withdrawal shall be recorded as part of the consent journey itself and will be effective upon confirmation from LSP or the Company's that all relevant consents have been duly revoked for the specific use case.

Following a valid withdrawal of consent:

- the Company shall cease processing the relevant data, except where required by law, for regulatory compliance, or for the establishment, exercise, or defense of legal claims.
- Wherever feasible, personal data will be restricted or erased unless retention is legally mandated.

Please note that:

- Withdrawal of consent will apply prospectively and will not affect processing carried out prior to the withdrawal.
- It may impact on your access to certain services or features, for which The Company may suspend or terminate access without liability.
- In case data has been shared with third-party partners, The Company will take reasonable steps to notify such parties and ensure compliance, subject to legal and contractual constraints.

For any concerns regarding the revocation process, you may reach out to the Grievance Officer as provided in Section 16 of this Privacy Policy.

13. CONFIDENTIALITY

Your data may be shared with third parties for providing and improving Our Services in accordance with this Policy. The respective third-party partners are under an obligation under the contract executed with Us to maintain confidentiality of Your information and not transfer such information without Our prior consent. Our contracts with these third parties outline the appropriate use and handling of Your information and prohibit them from using any of Your information for purposes unrelated to the service they are providing. Reasonable measures are taken that any third party to whom information is transferred maintains the security standards per applicable laws. However, We are not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information.

14. OBLIGATIONS OF THE USER

You hereby agree that You shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

- belongs to another person and to which the Customer does not have any right;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person; and
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

15. CHANGE IN PRIVACY POLICY

Edgro may amend the Privacy Policy time to time, at its sole discretion. Any changes shall be deemed effective immediately upon publishing of the updated modified Policy on the Digital Platform/ Website/ App and any continuous usage of the Services, following the modification will indicate acceptance of changes in Policy by You.

16. GRIEVANCE OFFICER

You may contact the Company's Grievance Officer with any enquiry relating to this Policy or Your personal data. Details of the Grievance Officer for this purpose are as under:

- **Guru Prasad**
- **Grievance Redressal Officer | EDGRO Finance Private Limited | 2nd Floor, No.: 1614/1615, Enzyme, 7th Cross, 19th Main Road, Sector 1, HSR Layout, Bengaluru, Karnataka, 560102**
- gro@edgrofin.com
- +91 - 7669571400

17. UPDATES & CONTACT INFO

From time to time, Edgro may update the Privacy Policy at its sole discretion. If this Policy is updated, Edgro will notify You by posting the policy on our site with a new effective date. If any material changes are made, Edgro will take reasonable steps to notify You in advance of the planned change.

If You have any questions about Your data, our use of it, or Your rights, You may contact us at the following contact details:

- Email: gro@edgrofin.com
- Call at: +91 7669571400

18. SEVERABILITY AND EXCLUSION

We have taken every effort to ensure that this Policy and the Company website adheres with the applicable laws. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy. This Policy shall be inapplicable to any unsolicited information You provide us. This includes, but is not limited to, information posted in any public areas of the website. All unsolicited information shall be deemed to be non-confidential, and the Company is free to use and/ or disclose such unsolicited information without any limitations.

19. NO WAIVER

The rights and remedies available under this Policy may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

20. APPLICABILITY OF LOCAL LAWS

The Company is based in India. By browsing/using the Company website, you hereby acknowledge that the Company is not responsible or liable in any manner to comply with any local laws of Your territory except India.

(End of the Policy)