

## **Privacy and Security Policy**

DMI Finance Private Limited maintains this site ([www.dmifinance.in](http://www.dmifinance.in)) ("Site") for your information and communication. By availing any service / credit facility being provided by DMI Finance Private Limited directly or indirectly including by utilising the Site ("Services") you have agreed to each and all of the terms and conditions of this Privacy Policy as set forth below and waive any right to claim ambiguity or error in the same.

"DMI" refers to DMI Finance Private Limited including its affiliates and subsidiaries (also referred to as "we", "us" or "our"). This Privacy Policy seeks to help you understand:

- The type of personal or sensitive personal data or information collected by DMI;
- The purpose of collection of personal information, the manner of collection, storage and use of such information;
- The parties to whom such personal information is disclosed; and
- The security practices and procedures and management of personal information adopted by us to protect your personal information collected by us.

It is important that you read the Privacy Policy carefully because anytime you avail our Services or use/view the Site, you consent to the practices DMI describes in this Privacy Policy. This Privacy Policy does not concern any third-party site that are linked to DMI's Site or pop-ups while using DMI's website and any products and services being provided by such third parties. It is your own responsibility to ensure that you understand, agree and comply with the legal terms and privacy policies provided by third-party websites.

### **Collection of Information:**

DMI may collect, store and use information about you when you (a) visit, use, view, and/or otherwise utilise this Site including filling out any form and subscribing to any newsletter and/or (b) fill any loan application form online or otherwise when you apply for a loan from DMI and this loan application form called by whatever name, may be provided directly by DMI or through any sourcing partner of DMI and may or may not specify the name of DMI as the lender and/or (c) through any other modes and includes the information that you submit directly or indirectly to us for availing the Services. Further, the information provided by you may be further utilised to procure more information.

In the course of using this Site or availing the Services, DMI collects various information including your name, address, email address, phone number, date of birth, occupation and job position, financial information (such as income, income sources, assets, details of debit cards, credit cards, bank account details etc.), medical records, biometric information, documents that you provide to us to verify your identity or in terms of KYC requirements (such as copies of your Aadhaar card, PAN card, passport, utility bills, and/or bank statement or your company incorporation details). Also, once any loan has been granted to you, DMI may from time to time undertake your credit evaluation including taking out your CIBIL Score, statement of accounts etc.

DMI may also collect some information automatically each time you use the Site which may include:

- IP address;
- Information about your web browser software and version;
- General geographic location indicated by your IP address;
- Website that referred you to us, and similar information.
- Your device's metadata.

We may also collect information about your activity on our Site, which might include:

- Frequency of visits to our Site;
- Average length of visits;
- Pages viewed during a visit.

We may use various technologies to collect information about your activities on our Site, including Cookies and beacons. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow and if not selected it may affect certain or all functionalities) that enables the sites or service providers' systems to recognise your browser and capture and remember certain information. We may combine information collected from you, automatically gathered information and the information we collect through cookies / web beacons / web bugs, including information that we have collected about you, or information that we have obtained from other sources. We may aggregate any statistics or data that are collected, but we are under no obligation to do so. By accessing and using the Site, you consent to the storage of cookies, other local storage technologies, beacons and other information on your devices. You also consent to the access of such cookies, local storage technologies, beacons and information by us and by the third parties mentioned herein.

#### **Use of collected Personal Information:**

DMI may use the personal information that is collected from you to provide various Services and for our internal business purposes, including, but not limited to:

- Responding to your requests for our products and services;
- Grant of credit facility and to ensure due repayment of the same;
- To undertake your credit valuation from time to time to ensure due payment of any loan facility granted to you;
- Responding to your requests for information;
- Maintaining and managing your account with us;
- To personalise your experience (your information helps us to better respond to your individual needs);



- To improve our Site (we continually strive to improve our Site offerings based on the information and feedback we receive from you);
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- To process transactions and to provide you with transaction and post transaction-related services;
- To administer a contest, promotion, survey or other site feature;
- For advertising, such as providing customised and personalised advertisements, sponsored content and sending you promotional or marketing communications;
- To send periodic emails;
- The email address and phone number you provide may be used to send you information, respond to inquiries, and/or other requests or questions, and/or to intimate through phone, e-mail etc. the due date of payments or breach of any contract entered by you for grant of any Service by DMI;
- Otherwise with your consent.

In addition, certain information we collect, such as the IP address of any computer or other device that you use to access our Site and any other domains that may be operated by DMI, will be used to monitor and investigate possible violations of and to enforce any terms and conditions associated with our Services or other applicable agreements / contract between you and DMI / any service provider of DMI.

By availing any Service, using the Site and / or providing DMI with your information, you consent to the storing of information by DMI and the third parties as mentioned herein in a manner as they deem fit and you also consent to collection, transfer, storage and processing of your information outside of India, by DMI or any third party and you understand that DMI will not be able to ensure the same level of data protection that is adhered to by DMI by such third party.

How We Share Personal Information

**DMI may share your information with:**

**Service Providers:** We may disclose your information to companies that provide services for or on behalf of DMI. There are certain third parties that source customers to DMI and directly interact with the customers before introducing them to DMI and such third parties may separately collect information from you which may or may not be shared with DMI. It is suggested that you go through their privacy policy before providing them such information and DMI shall not be responsible for use and disclosure of any such information by such third parties / service providers. By using the Site and our Services you authorize us to exchange, share, part with all information related to your details and transaction history to such service providers / credit bureaus / agencies and / or for participation in any telecommunication or electronic clearing network as may be required by applicable law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and you shall not hold us liable for use or disclosure of this information.

**Business Partners:** We may share your information with business partners. These entities may use your information to provide you with services you request, make predictions about your interests and may provide you with promotional materials, advertisements and other materials.

**Group Companies:** DMI may share collected personal information with group companies / subsidiaries / affiliates whose products and services we believe you may find of interest. If you would prefer that we not share your personal information with any third parties for the third parties' marketing purposes, you can notify us of your preference by contacting us as described in the "Contact Us" section.

**Statutory and other Disclosures:** There may be instances when we disclose your information to other parties (including government/regulatory bodies or agencies):

- To comply with the law or respond to compulsory legal process (such as a search warrant or other court order) or when we believe release is appropriate to comply with applicable law, enforceable governmental request, enforce our Site policies and terms of Service (including investigation of potential violations), detect, prevent, or otherwise address fraud, security or technical issues or protect ours or other's rights, property, or safety as permitted by law;
- For the purposes of verification of identity or for prevention, detection, investigation including cyber incidents, prosecution and punishment of offences;
- To verify or enforce compliance with the policies governing the Services;
- To protect the rights, property, or safety of DMI, or any of DMI's respective affiliates, business partners, or customers or employees. However, this does not include use of your information (including sensitive data or information) for any commercial purposes which is inconsistent with any of the practices described in this Privacy Policy);
- For enforcement of any rights of DMI / service provider under any contract / agreement executed by you;
- To investigate, prevent, or take other action regarding illegal activity, suspected fraud, or other wrongdoing.

You agree and consent to our collection, storage, processing, transfer and sharing of information (including sensitive personal data or information) about you or your use of Services with third parties or service providers identified above. When we share, process or transfer your information (including sensitive personal data or information), we will ensure that it is shared, processed or transferred in compliance with applicable laws.

Our use and sharing of your personal information in the manner described in this Privacy Policy may involve the transfer of your personal information to third parties that are in countries outside your country of residence, which may not have the same privacy legislation as your country of residence.

**Marketing:** Non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

**Transactions:** DMI may share personal information in connection with a substantial corporate transaction, such as mergers, acquisition, the sale of its business, a divestiture, consolidation, or asset sale, or in the unlikely event of bankruptcy.

**Other Purposes:** DMI may share personal information pursuant to your consent.

**Third Parties:** For our Site users' convenience, DMI may provide links or otherwise refer you to third parties, such as operators of internet services linked to from our Site, that may collect personal information from you. In addition, DMI may invite your participation in various promotional initiatives through its presence on social networking Sites and blogs operated by third parties, such as LinkedIn, Facebook, Twitter, Wordpress etc. Personal information collected by these third parties is not covered by this Privacy Policy and DMI shall not be liable for such information being provided by you or collected by such third parties.

In addition, DMI may provide you with links to "share" any DMI content with other third parties via email or certain social networking websites for your convenience. Data transmitted during such linking, including but not limited to your email address or the email address of the party receiving such data, shall not be tracked by DMI. Use of DMI data by any third party shall be at their discretion and risk. Personal information collected by these third parties is not covered by this Privacy Policy, and DMI shall not be bound in any manner by any claims and/or liabilities arising thereto.

If we share information with third parties (other than our service providers) as described above, we cannot control the privacy practices of those third parties, and they may not comply with the restrictions that we describe here.

It is clarified that 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 this Privacy Policy.

If you do not agree to each and all of these terms and conditions, please do not use the Site or avail Services from DMI. You may at any time while availing the Services withdraw your consent by contacting us as described in the "Contact Us" section. However, in the event of withdrawal of consent hereunder in case of loan/credit facilities, we may be forced to recall your loan/credit facilities or not grant you loan facility/provide Services as access to such personal information is the basis for grant and continuation of such loan/credit facility.

#### **Retain Information:**

We will retain your information for as long as your account is active or as needed to provide you Services and till it is required to be retained to comply with our legal obligations, resolve disputes, and enforce our agreements.

#### **Changes to your Information:**

If the information provided by you has changed, then you may update it by contacting us on the details provided below. You are also entitled to review the information provided and ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient be corrected or

amended as feasible. However, DMI shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by you.

**No Contractual Obligation:**

Please note that this Privacy Policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

**Personal Information Protection:**

DMI shall use commercially reasonable security measures (including physical, electronic and procedural measures) to safeguard personal information against loss, misuse, damage or modification and unauthorised access or disclosure.

However, no system for transmitting or storing information electronically can be completely secure. Therefore, we cannot guarantee that personal information or other communications will always remain secure.

**Minor's Privacy:**

We do not knowingly collect personal information from minor children. If we learn that we have collected personal information from a child who is in the minor category, we will delete that information from our database unless we have authorisation from the guardian of such minor.

**Your Consent:**

By using our Services, you consent to this Privacy Policy. You hereby expressly and irrevocably authorise DMI / its partners / affiliates to collect, store, share, obtain and authenticate any aspect of your personal information / KYC either directly or through any of the authorized agencies and disclose such information to our agents /contractors / service providers and to also use such information in the manner that may be required by DMI / its partners / affiliates including for the purposes of grant of credit facility and for purposes of its business and for such time period as we may deem fit. In this regard, you expressly and irrevocably authorise DMI / its partners / affiliates to collect, use, verify and authenticate your personal identity information / KYC in any manner without any notice to you.

**Privacy Policy Changes:**

This policy provides a general statement of the ways in which DMI aims to protect your information. DMI may, however, in connection with specific products or Services offered by it, amend statements to this Privacy Policy or supplement this policy with another.

We may also occasionally update this Privacy Policy to reflect changes in our practices concerning the collection and use of your information. As a result, we encourage you to review the Privacy Policy before accessing the Site or otherwise furnishing data to DMI or availing our Services. We reserve the right to change or update this Privacy Policy and you are suggested to regularly review the Privacy Policy.

### **Disclaimer and Indemnity:**

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE, THE CONTENT, SERVICES AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, MATERIALS OR FUNCTIONS CONTAINED IN THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SITE OR SUCH SERVICES, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Neither DMI and its affiliates, nor their or their affiliates' officers, employees or agents shall be liable to you or anyone else for any loss, damage or expense arising out of any access to or use of this Site / Services or any site linked to it, including, without limitation, any loss of revenues or profits, loss of business or loss of data, indirect, incidental or consequential loss.

### **CONTACT INFORMATION**

In case of any grievance / review of information, you may contact the grievance officer Mr. Ashish Sarin on the coordinates provided below:

#### **Address: DMI Finance Private Limited**

Express Building, Third Floor, 9-10,  
9-10, Bahadur Shah Zafar Marg,  
New Delhi – 110002  
Ph. No. - 011 4120 4444  
Email: [dmi@dmifinance.in](mailto:dmi@dmifinance.in)