

Privacy Policy

The **GEL Credit** mobile application ("**App**") is owned and operated by GEL Credit Financial Technology Private Limited, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at BHIVE Workspace, No.467/4, Shri Krishna Temple Rd, I, Indiranagar (Bangalore), Bangalore North, Bangalore, Karnataka 560038. For the purposes of this Privacy Policy ("**Privacy Policy**"), "we", "our" and "us" shall mean "GEL Credit" and "you" and "your" shall mean you as a User of the App ("**User**"), whether registered or not. This Privacy Policy shall be read along with the Terms of Use. The capitalized terms that are used in this Privacy Policy but not defined herein shall have the same meaning as defined in the Terms of Use. This Privacy Policy is incorporated into, and is subject to, the terms and conditions pertaining to the services rendered by us ("**Services**"). This Privacy Policy sets out what information we collect and how and why we use it, when you access the App and create an account with us ("Account"). You are advised to read the Privacy Policy carefully before using this App. To access or use the App, you are required to accept the terms of this Privacy Policy. By accepting this Privacy Policy, you signify that you have read, understood and agree to be bound by this Privacy Policy. We reserve the right to update or modify this Privacy Policy at any time without prior notice and such changes shall be effective immediately in accordance with Clause 10. BY ACCEPTING THE PRIVACY POLICY, YOU EXPRESSLY CONSENT TO GEL Credit's COLLECTION, RETENTION, ANALYSIS, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY.

BY ACCEPTING THE PRIVACY POLICY, YOU EXPRESSLY CONSENT TO GEL CREDIT COLLECTION, RETENTION, ANALYSIS, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY.

INFORMATION COLLECTED:

We will collect personal information of the User such as name, date of birth, e-mail address, phone number, pincode, PAN, SMS permission and phone permission, as detailed further sub-clauses 1.6 and 1.7 below. While some User information has to be mandatorily provided, others are optional and certain portions of the information will remain private. We shall always let the User know which is which. Additional information may be gathered during subsequent use of the App and/or availing of Services by the User, whenever the User chooses to provide it.

1.1 Certain mandatory information will be collected at the time of registration on the App which is required to enable the User to login to the App and for us to: (i) verify the User's identity; (ii) determine the User's eligibility for providing the facility using, *inter alia*, our proprietary technology and such additional rules that may be determined by us; and (iii) safeguard against illegal activities like fraud, cheating, misappropriation, etc. Certain mandatory information will be collected at the time of registration on the App which is required to enable the User to login to

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1.2 For providing Services we require certain information such as name, date of birth, mobile number, email address, residential address, current address, and certain information about your personal identity such as gender, age, etc. Further, we also collect and store your username, password, email address, and other security related information that you use for our sites in relation to our Services.

1.3 In order to use the facilities and Services available on the App, the User may be required, from time to time, at the request of GEL Credit to provide certain additional personal information after registration on the App, which information shall be collected only upon receiving the User's express consent.

1.4 We may also automatically receive and collect certain anonymous information in standard usage logs through the web server, including mobile-identification information obtained from the equivalent of "cookies" sent to the App, including mobile network information, standard web log information, traffic to and from our App, tracking inside the App and any other available information, from:

1.4.1 an IP address, assigned to the device used by the User;

1.4.2 the domain server through which the User accesses the App and the functions and features therein; and

1.4.3 the type of device used by the User ("**Device**").

1.5 The User may choose to provide us with access to certain personal information stored by third parties like social networking sites (e.g. Facebook and Twitter). We will have access to such information to the extent allowed by the User's privacy settings on that site and the User's specific authorization. In the event the User associates a User account managed by us with an account maintained with any third party to enable us to access certain information maintained in such third party managed accounts, the User agrees that we may collect, store and use such information in accordance with this Privacy Policy.

1.6 After obtaining the User's specific consent to allow the App to access the User's SMS inbox, we may collect, store, and monitor relevant information from text messages (SMS) received by the Users from providers of services and/or products (including but not limited to retail outlets, financial institutions, mobile carriers and utility companies), that will enable us to provide better access to financial services and products to the Users. We will only access business messages that originate from alphanumeric senders, which shall be used solely for the purposes of providing the Services. We do not collect, read or store any personal SMSs.

1.7 How we use this information: We shall collect any SMS information for facilitating you any financial services and such purposes as may be required by the Partners or as per applicable law.

1.8 In order to enhance our ability to provide valuable Services and experiences to the User, we may take one time access to: (i) automatically receive, collect and analyze your location information which may be accessed through a variety of methods including, inter alia, GPS, IP address, and cell tower location; and (ii) collect information pertaining to your Device and your usage thereof, including, inter alia, the names of the other applications on your mobile Device and how you use them, information about your Device, and information about your use of features or functions on your Device. (v) file and media in order to enable you to upload documents solely for the purpose of onboarding or KYC checks.

How we use this information: We shall collect any Files & Media (Images) for facilitating KYC journey, financial services and such purposes as may be required by the Partners or as per applicable law.

1.9 We collect a list of the installed applications' metadata information which includes the application name, package name, installed time, updated time, version name and version code of each installed application on your device to assess your creditworthiness and enrich your profile with pre-approved customized loan offers. This also includes having access and permission to send you messages and notifications via your social media and instant messaging applications. You will not be able to use the App if you disable this access.

1.10 We may collect information with your consent from your mobile device like device location, device information (including storage, model, installed apps, Wi-Fi, mobile network), files and media, transactional and promotional SMS, communication information including contacts to provide customized offerings.

2. METHOD AND MANNER OF USE OF INFORMATION:

2.1 When the User registers with the App, we will use the information supplied by the User to pull a credit report from credit bureaus with User consent, and identity verification services to evaluate the User's request in the context of the User's complete financial situation.

2.2 We will also use the User information to enable activities and transactions that need to occur during the process of providing Services, such as:

2.2.1 generating and maintaining User profiles on the App;

2.2.2 provide personalized features;facilitating collection activities as needed;

2.2.3 maintaining regular communications with the User concerning transactions the User initiates, such as requesting information or assistance, submitting a transaction request, making payments, transferring funds, etc;

2.2.4 modifying the App from time to time to cater to the User's interests;

2.2.5 delivering any administrative notices, alerts, advice, notification and communication relevant to your use of any facilities on the App through whatsapp, SMS, Facebook and other mediums;

2.2.6 marketing research, project planning, troubleshooting problems, detecting protecting against error, fraud or other criminal activity;

2.2.7 providing the App and the functions and features therein, efficiently;

2.2.8 and preserve social history as governed by existing law or policy.

2.3 You acknowledge that if we determine that any information you have provided or uploaded violates the terms of this Privacy Policy, we have the right, in our absolute discretion, to delete or destroy such information without incurring any liability to you.

2.4 You acknowledge that you are licensing us to use, modify, display, distribute and create new material from the information you provide through the App to render certain Services on the App. By providing such information, you automatically agree, or promise that the owner of such information has expressly agreed to allow or license, as the case may be, us to use the information in the manner set out in this Privacy Policy, without the payment of any fees. We may, to the extent permitted by law, also use, license, reproduce, distribute, disclose, and aggregate, non-personally identifiable information that is derived through your use of the App and you hereby provide consent for the same.

3. SHARING OF INFORMATION

3.1 We will not use User information for any purpose other than in connection with the App. You understand that in order to provide the Services, we will share the User information with third parties who are providing the facilities availed through the App or otherwise and you agree to such User information being shared. GEL Credit will not rent, sell or share User information and will not disclose any of the User's personally identifiable information to third parties or affiliates, unless:

3.1.1 it is pursuant to obtaining the User's permission;

3.1.2 it is in connection with the Services being rendered through the App;

3.1.3 it is to help investigate, prevent or take action regarding unlawful and illegal activities; suspected fraud, potential threat to the safety or security of any person, violations of our Terms & Conditions, or as defense against legal claims;

3.1.4 it is a case of special circumstances such as compliance with court orders, requests/order, notices from legal authorities or law enforcement agencies compel us to make such disclosure;

3.1.5 it forms part of the information we share with advertisers on an aggregate basis;

3.1.6 it improves personalisation, analysis and for offering new products/Services;

3.1.7 it is for promotional purposes for other services being rendered by us; and

3.1.8 it is required under an arrangement between us and the third party for product enhancement, analysis, risk and security purposes, communication purpose, etc.

3.2 If all or some of the business, stock or assets of GEL Credit are acquired or merged with another business entity, we will share all or some of your information with the acquiring / merged entity to continue to provide the Service to you.

3.3 If you decline to submit information to us, then we will unfortunately not be in a position to provide the Services to you.

4. SERVICE PROVIDERS

4.1 We may employ third-party service providers and individuals due to the following reasons:

4.1.1 To facilitate our Services;

4.1.2 or To provide the service on our behalf;

4.1.3 or To perform Service-related services;

4.1.4 or To assist us in analyzing how our Services are used.

4.2 You acknowledge that the third-party service provider/agent/agencies will have access to your personal information on a need-to-know basis to assist us in rendering Service, and the service providers are restricted from using the same for any other reason. The third-party service providers are obligated not to disclose or use the information for any other purpose.

5. YOUR RIGHTS & PREFERENCES AS A DATA SUBJECT IN INDIA

5.1. This Policy is intended for Users within the territory of India and govern your rights as per applicable law within the territory of India. However, in the event you fall under a jurisdiction outside the purview of Indian law, GEL Credit will not be liable for any claim, action and/or right initiated/exercised by you as per the extant laws of that jurisdiction. Therefore, we request you to kindly use the App accordingly.

6. DATA RETENTION:

6.1 We take reasonable steps to ensure that information about you is available only for so long as is necessary for the purpose for which it is processed, or longer if required under any contract, by applicable law, or for statistical purposes, subject to appropriate safeguards. We take reasonable steps to ensure that information about you is available only for so long as is necessary for the purpose for which it is processed, or longer if required under any contract, by applicable law, or for statistical purposes, subject to appropriate safeguards.

7. INFORMATION SECURITY

7.1 The information provided by the User is stored in access controlled facilities with restricted access. User Information transmitted over the internet is protected through the use of encryption, using the Secure Socket Layer (SSL) or equivalent protocols. The information

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7.2 If a password is used to help protect User accounts and account information, it is the responsibility of the User to keep the password confidential. You have to ensure that you always log out, before sharing the Device with a third party and it is advised that the User utilizes a service to protect access to the User's Device.

7.3 We shall use generally accepted industry standards to protect the User information submitted to us, both during transmission and upon receipt. However, please be advised that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, even though we strive to use commercially acceptable means to protect User information, we cannot guarantee its absolute security and your use of the App is at your sole risk and discretion. We also cannot warrant that such User information may not be misused in the event our safeguards and protocols are breached by a malicious third-party. Further, we are not liable to, nor can we fully control the actions of other users with whom you may choose to share your information.

7.4 The collection, usage, and sharing of User information by us shall be in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and other applicable laws.

7.5 If any security breach comes to our knowledge, then we may take all steps required to protect misuse of such information and may attempt to notify you electronically so that you can take appropriate steps.

8. PROCEDURE FOR REMOVING USERNAME FROM THE RECORDS

8.1 If and when a User is desirous of having his/her name and other details removed from the records of GEL Credit, immediately upon receiving the User's written request to that effect we shall, subject to the terms hereof, remove and/delete all such information.

8.2 If the User no longer wishes to receive notifications about our Services, The User may change his/her notification preferences by contacting us at support@gelcredit.com. We reserve the right to close the User account if the User opts out of receiving certain crucial notices that are required to perform the Services through the App. The User may not opt-out of receiving notifications about due or past due amounts that the User owes GEL Credit or any other collections efforts.

8.3 Notwithstanding the foregoing, GEL Credit may retain information of the User if mandated under applicable law, even after receiving the User's written request to remove/delete all such information.

9. PROCEDURE FOR CORRECTING INACCURACIES IN THE INFORMATION

9.1 The User may correct or update any information online. In the event of loss of access details, the User may retrieve the same or receive new access details by sending an e-mail to: support@gelcredit.com

ADDRESS - L-148, 5th Main Road, Sector 6, HSR Layout, Bengaluru ,Karnataka 560102

NAME -

TEL - +91

EMAIL - support@gelcredit.com

10.PRIVACY POLICY UPDATES

10.1 We reserve the right to change or update this Privacy Policy at any time. Such changes shall be effective immediately upon posting on this App. Your access and use of the App following any such change constitutes your agreement to follow and be bound by these Privacy Policy, as updated or modified. For this reason, we encourage you to review these Privacy Policy each time you access and use the App.

11. Grievance Officer

11.1 In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of our Grievance Officer are provided below:

12. DISPUTE RESOLUTION

12.1 In the event of any dispute, difference or claim arising out of this Privacy Policy the same shall be settled in accordance with the Laws of India through regular judicial process and the courts of Bangalore, India shall have exclusive jurisdiction.

13. COOKIES

13.1 When You visit the App, one or more cookies will be sent to the computer/smartphone or other devices being used by you. The cookies are either used to improve the quality of the App or for storing your preferences as a user, improving search results and tracking user trends. You have the option of disabling cookies via your browser preferences. However, if you disable cookies on your browser, some parts of the App may not function effectively.