

FINLOGIC TECHNOLOGIES INDIA PRIVATE LIMITED

PRIVACY POLICY

Our Commitment

Finlogic Technologies India Private Limited ("FTIPL") is engaged in the business of providing payment aggregation services, technology services, software development and support solutions. To enable this, FTIPL would need users ("you" / "your" / "yourself") certain information to provide the services and to complete your Know Your Clients (KYC) in accordance with regulatory/government and legal agencies and authorities; your Personal Data may be provided/verified or updated in this process with respective regulatory agencies as per the regulations applicable at that time. This Privacy Policy outlines how FTIPL collects, uses, discloses, shares, safeguard, and erases your Personal Data when you use services or interact with FTIPL through the website or other platforms.

As the payment services are significantly dependent upon data or information shared by you. FTIPL is committed to ensure a secure environment for the processing of Personal Data collected from you.

In this, FTIPL is governed by the provisions of applicable laws in India including the Information Technology Act 2000, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and Digital Personal Data Protection Act, 2023 (Collectively hereinafter referred to as "Applicable Law(s)"), as amended from time to time, to maintain the privacy of your Personal Data. We collect and process your Personal Data only to the extent necessary for FTIPL to process your requirement(s) in accordance with such Applicable Laws. In case you choose not to share your Personal Data as required, with FTIPL, FTIPL may not be able to provide you the services.

FTIPL collects and generates various data points about you. Data by which you are identified is termed as "Personal Data. Personal Data does not include the Data that is freely available or accessible in the public domain. Your privacy is of utmost importance to FTIPL and the protection of your Personal Data is a key commitment for FTIPL.

Information/Data collected by FTIPL

Data that FTIPL may collect from you includes, but are not limited to, the following:

- Identification Information(e.g. name, date of birth(in case of individuals)/incorporation(in case of Legal entities), Know Your Customer (KYC) documents such as address, identity, photograph, passport details / Aadhaar details / PAN / Voter ID/driving license, GST Number, MOA/AOA/COI etc.) provided by you to FTIPL to avail various services from FTIPL;
- Mobile Number and Email Address;
- Details of Authorised Personnel in case of Corporate Entities;
- The details of Merchant's customer including transaction history, balances and payment details, for effecting transfer of monies through various payment channels facilitated by FTIPL;
- Images/videos of documents/photos required to avail any of products/services;
- Voice recordings of conversations with customer care agent by you to address your queries/grievances;
- Transaction data which we receive from you via API or file based for various services, the names of the transacting parties, a description of the transactions, the payment or transfer amounts used to complete the transactions;
- Financial Information (e.g. account numbers, transaction history including E Nach.);
- Specimen signature(s) or consent for the processing of your instructions received by FTIPL through various payment and delivery channels;
- Geolocation Details;
- Information that you voluntarily provide to us including opinions provided by you to FTIPL by way of feedback or responses to surveys,suggestions for improvements or any other actions performed on the Services;

Usage of Your Personal Data:

Subject to applicable laws, FTIPL may use your Personal Data in a fair and reasonable manner in its business operations for providing the services and to perform, among other actions, the following:

- To provide the payment aggregation service and to facilitate transactions, process payments, any other services and maintain the historical data and transaction records;

- To complete the registration process to access the services and it is also used to auto populate relevant fields in the course of the interface of FTIPL's platform
- To undertake research and analytics for offering or improving the services and their security and service quality;
- To check and process your requests submitted to FTIPL for services and/or instructions or requests received from you in respect of services;
- To share with you, updates on changes to the services and their terms and conditions;
- To take up or investigate any complaints/claims/disputes;
- To respond to your queries or feedback submitted by you;
- To verify your identity to provide services to you;
- To carry credit checks, screenings or due diligence checks as lawfully required by us;
- To monitor and review services from time to time;
- To undertake financial/regulatory/management reporting, and create and maintain various risk management models;
- For conducting audits and for record-keeping purposes;
- For selective offers and promotions;
- To fulfill the requirements of applicable laws/regulations and/or court orders / public orders / regulatory directives received by FTIPL/protect and defend the rights or property of the site-owners, the site or the users of FTIPL;
- For any other matter incidental and associated to the above;

Sharing of Personal Data

FTIPL may share any Personal Data of users with the following parties, in connection with and as may be necessary for the conduct of FTIPL's business/operations:

- With the banks, financial institutions, group companies and associate entities to facilitate the services, and/or authorised external third parties/intermediaries, cloud services, merchants, business partners, end customers or any other service provider who are involved in transaction processing, dispatches, printing and marketing etc. while providing the service, unless any user will specifically write to FTIPL to refrain from sharing Personal Data with such parties;
- Central KYC Registry or any other regulatory/administrative/legislative authority for compliance with any legal, statutory or regulatory requirements and/or to verify the identity of users for complying with anti-money laundering/KYC requirements and/or under any applicable laws for the time being in force and/or for the purpose of Personal Data storage.

FTIPL shares such aforesaid Personal Data to the aforesaid service providers under strict confidentiality and only on a 'need to know basis' and for the purposes of lawful functioning of FTIPL's business/operations. FTIPL sends the account statements or financial information pertaining to the user to be sent over the internet and only through a secure mode. FTIPL also ensures that the parties to whom such aforesaid Personal Data is shared have confidentiality provisions and high levels of security practices, controls and procedures to ensure its protection.

Notwithstanding anything contained, FTIPL shall not be responsible/liable, either directly or indirectly, for the authenticity/accuracy of the Personal Data submitted by you and/or for its misuse, not attributable to the acts of FTIPL, at any time and in any manner whatsoever.

Storage and Reasonable Security Practices and Procedures

FTIPL stores and processes your Personal Data only in India. FTIPL's data center and systems also maintain backup and disaster recovery systems in India.

FTIPL takes various steps and reasonable measures to protect the security of your Personal Data from misuse, loss, unauthorised access, modification or disclosure. FTIPL uses the latest secured server layers encryption and access control on its systems. FTIPL safety and security processes are audited by a third-party cybersecurity audit agency from time to time.

FTIPL have regular audits of the Information System that is carried out by Independent auditor as required under the Applicable Laws.

However, FTIPL shall not be held responsible for any loss, damage or misuse of your Personal Data, if such loss, damage or misuse is attributable to a Force Majeure Event. A "Force Majeure Event" shall mean any event that is beyond the reasonable control of FTIPL and shall include, without limitation, sabotage, fire, flood, explosion, pandemic, epidemic, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

Minors:

FTIPL does not voluntarily or actively collect, use or disclose Personal Data of minors without the prior consent of the parents or guardians of the minor.

The services of FTIPL are not intended or designed to attract minors.

If FTIPL learn that the Personal Data (including Sensitive Personal Data) of a minor has been collected without first receiving a verifiable parental consent, we will take steps to deal with the Personal Data in a manner consistent with applicable laws of India as soon as possible.

Other Websites

The Website and its associate/group websites might contain links to other websites. Once you have left the website of FTIPL, you should check the applicable privacy policy of the third party website to determine how they will handle any Personal Data they collect from you. FTIPL is not responsible for the privacy practices followed by such third parties or the content of such third-party websites.

Retention of Personal Data

FTIPL may store and retain your Personal Data for as long as required to accomplish the purpose for which it was collected or otherwise for the period to the extent permitted under the applicable laws.

Your Rights in relation to Your Personal Data

You have the right to correct, amend, complete and update your Personal Data for the processing of which has previously given consent. You represent that the Personal Data you provide from time to time is and shall be correct, current and updated and you have all the rights, permissions and consents to provide such Personal Data.

In addition to the rights detailed above, you may also have the right to revoke or withdraw your consent to the processing of your Personal Data. With this, FTIPL will no longer share your data with any of the parties involved in providing the services. However, FTIPL may retain your Personal Data as long as the purpose for its usage exists, after which the same is disposed of except for any record retention required by Applicable Laws.

We will facilitate your request to exercise such rights subject to the provisions of applicable laws relating to the processing and storage of Personal Data. If you wish to exercise any of the rights, please write an email, providing in as much detail as possible, the right(s) you wish to exercise.

Notify Us:

If at any time you believe that FTIPL or its users/members have not adhered to these principles, please notify FTIPL by writing an e-mail at technology@njgroup.in or if the concern specifically pertains to payment aggregator related service please write the same at grievance@epaynow.in and FTIPL will use all commercially reasonable efforts to promptly notify us, determine and correct the problem.

Grievance Redressal

If you have questions, concerns, or grievances regarding Privacy Policy, you may address the same to technology@njgroup.in or if the grievance is specifically related to payment aggregator related service please write the same at grievance@epaynow.in.

Communications from FTIPL

FTIPL may from time to time contact you via calls, SMS, emails, and other communication channels to provide you with information pertaining to our Services, notifications on updates vis-à-vis FTIPL Services (when FTIPL consider it necessary to do so), educational information and promotions.

Policy Review and Updates

This policy will be reviewed by FTIPL as and when required and the same may change at any time.

The latest and most updated policy can always be found at FTIPL's website. While we will make reasonable efforts to keep you posted on any updates to this privacy policy, to make sure that you are aware of any changes, it is recommended that you review this policy periodically.

This Privacy Policy shall apply uniformly to FTIPL's desktop website, mobile applications and any services provisioned by FTIPL on its platform.

By accepting this Privacy Policy, you expressly consent to FTIPL's use and disclosure of your Personal Data in the manner prescribed in this Privacy Policy. Your consent shall be considered as free, specific, informed, unconditional and unambiguous and shall signify an acceptance/agreement to the processing of the Personal Data for the specified purpose.