

# Master Privacy Policy & Cookie Directive

This is the **Master Privacy Policy & Cookie Directive**, drafted to the highest standard of legal rigor for a **BSE-Listed NBFC-CoR**. It is expanded to be "super detailed" and explicitly sets the jurisdiction to the Courts of **New Delhi**.

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## MASTER PRIVACY POLICY AND COOKIE DIRECTIVE

AGRIM FINCAP PRIVATE LIMITED

(A Non-Banking Financial Company - Investment and Credit Company (NBFC-COR) | Listed on BSE)

Corporate Identity Number (CIN): [Insert CIN]

Registered Office: [Insert Registered Address]

Version: 6.0 (Comprehensive / Board Approved)

Effective Date: [Insert Date]

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## 1. PREAMBLE AND LEGAL BASIS

**WHEREAS** AGRIM FINCAP PRIVATE LIMITED (hereinafter referred to as the "**Company**", "**Data Fiduciary**", "**Lender**", or "**Us**") is a Systemically Important / Base Layer Non-Banking Financial Company registered with the Reserve Bank of India ("**RBI**") and listed on the Bombay Stock Exchange ("**BSE**");

**AND WHEREAS** the Company is engaged in the business of extending credit facilities, term loans, and other financial products to its customers (hereinafter referred to as the "**Data Principal**", "**Borrower**", or "**You**"), utilizing digital lending platforms owned by the Company or its authorized Lending Service Providers ("**LSPs**");

**NOW THEREFORE**, this Privacy Policy (the "**Policy**") is promulgated to articulate the Company's protocol regarding the collection, retention, processing, and disclosure of Sensitive Personal Data or Information ("**SPDI**"). This Policy is drafted pursuant to and in compliance with:

- The Digital Personal Data Protection Act, 2023 ("DPDP Act");**
- RBI Guidelines on Digital Lending, 2022 and Master Directions (NBFC) Directions, 2016;**
- Information Technology Act, 2000 (and associated SPDI Rules, 2011);**
- Prevention of Money Laundering Act, 2002 ("PMLA").**

By executing the Loan Agreement or accessing the Company's digital platforms, You unequivocally acknowledge, covenant, and consent to the terms herein.

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## 2. DEFINITIONS AND INTERPRETATION

For the purposes of this Policy, the following terms shall hold the meanings ascribed below:

- "Cookies"** shall denote small text files placed on Your device to store data that can be recalled by a web server in the domain that placed the cookie.
- "Data Fiduciary"** shall mean AGRIM FINCAP PRIVATE LIMITED, which determines the purpose and means of processing personal data.
- "Lending Service Provider (LSP)"** shall mean an agent or entity appointed by the Company to carry out borrower acquisition, pricing support, servicing, monitoring, or recovery of loans.

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- **"Digital Lending App (DLA)"** shall mean the mobile application/web platform owned by the Company or its LSPs.
- **"Legitimate Use"** shall have the meaning assigned under Section 7 of the DPDP Act, 2023.

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### 3. COMPREHENSIVE DATA COLLECTION FRAMEWORK

The Company adheres to the principle of **"Data Minimization"** and collects only such data as is statutorily required or strictly necessary for credit assessment ("Need-to-Know" basis).

#### 3.1. Identity and Know Your Customer (KYC) Data

Pursuant to the **Master Direction – KYC Direction, 2016**, we collect:

**Biographic Data:** Full Name, Date of Birth, Gender, Marital Status, Father's/Spouse's Name.

- **Proof of Identity & Address (OVDs):** Aadhaar (via Offline XML/Secure QR/DigiLocker), PAN Card, Voter ID, Passport, or Driving License.
- **Facial Biometrics:** A live photograph (Selfie) captured for the sole purpose of "Liveness Check" and matching against OVDs.

#### 3.2. Financial and Credit Profile

To evaluate creditworthiness and repayment capacity:

- **Banking Data:** Bank Account Number, IFSC, MICR, and Account Type (for e-NACH/Auto-Debit registration).
- **Income Parameters:** Salary Slips, Income Tax Returns (ITR), GST Filings, and Bank Statements.
- **Credit History:** Credit Information Reports (CIR) procured from Credit Information Companies (CICs) such as TransUnion CIBIL, Experian, Equifax, and CRIF.

#### 3.3. Technical and Telemetry Data (Fraud Prevention)

To ensure the security of the transaction and prevent fraud:

- **Device Identifiers:** IP Address, International Mobile Equipment Identity (IMEI), Advertising ID (AD-ID), Operating System information.
- **Geo-Location:** One-time capture of GPS coordinates strictly during the customer onboarding/KYC process to satisfy the "Video Customer Identification Process (V-CIP)" or physical verification norms.

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### 4. EXCLUSIONARY CLAUSE (NEGATIVE LIST)

**NOTWITHSTANDING** anything contained herein, the Company (and its LSPs/DLAs) explicitly **disclaims** the collection of the following data categories. We do not request, access, or store:

1. **Phone Book / Contacts:** We strictly refrain from accessing Your contact list.
2. **Media and Gallery:** We do not access Your photos, videos, or internal storage.
3. **Call Logs / Telephony Data:** We do not track Your call history.
4. **Biometrics:** Fingerprints or Iris Scans are processed solely by the UIDAI/Authentication agencies and are not stored by the Company.

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### 5. PURPOSE OF PROCESSING

Your Personal Data shall be processed solely for the following **Legitimate Purposes**:

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- 1. **Credit Underwriting & Risk Assessment:** To determine eligibility, credit limits, and applicable interest rates based on proprietary algorithms.
- 2. **Loan Lifecycle Management:** Disbursement of funds, generation of Repayment Schedules, collection of EMIs, and issuance of "No Objection Certificates" (NOC).
- 3. **Statutory Reporting:**
  - Submission of credit data to **Credit Information Companies (CICs)** on a monthly basis.
  - Reporting to the **Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI)**.
  - Filing of default reports with **National E-Governance Services Ltd (NeSL)**.
- 4. **Regulatory Compliance:** Compliance with PMLA (Anti-Money Laundering), FATCA, and SEBI (Listing Obligations and Disclosure Requirements).
- 5. **Legal Recourse:** Utilization of data for recovery proceedings under the *Negotiable Instruments Act, 1881* or the *Payment and Settlement Systems Act, 2007* in the event of default.

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## 6. DISCLOSURE AND TRANSFER OF DATA

The Company maintains strict confidentiality of Your data. Disclosure is made strictly on a "Need-to-Know" basis to the following categories of recipients:

- **Lending Service Providers (LSPs):** Limited data (Application Status, Sanction Terms) is shared with the LSP through whom You applied, strictly to facilitate the interface.  
**Co-Lenders:** In the event of a Co-Lending Arrangement (CLM) with another Bank/NBFC, data shall be shared with the partner institution.
- **Statutory Bodies:** RBI, SEBI, FIU-IND, Income Tax Authorities, and Law Enforcement Agencies (LEAs) upon receipt of a valid legal mandate.
- **Third-Party Service Providers:** Entities engaged for specific operational functions, including:
  - **KYC**
  - **Verification Agencies:** (e.g., NSDL, UIDAI authorized ASAs).
  - **Payment Aggregators:** (e.g., Razorpay, Cashfree) for fund routing.
  - **Document Execution:** (e.g., Leegality, NeSL) for e-Stamping and e-Signing.

**Cross-Border Transfer:** The Company stores all data exclusively on servers located within the territorial jurisdiction of **India**. No credit information is transferred offshore.

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## 7. DATA RETENTION AND DESTRUCTION

The Company shall retain Your personal data in accordance with the following schedule:

1. **Active Accounts:** For the entire tenure of the credit facility.
2. **Closed Accounts:** For a period of **Eight (8) Years** from the date of loan closure or account termination, as mandated by the *Prevention of Money Laundering Act, 2002* and the *Income Tax Act, 1961*.
3. **Destruction:** Upon expiry of the statutory retention period, data shall be permanently expunged or anonymized using industry-standard secure deletion protocols (e.g., NIST 800-88).

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## 8. DETAILED COOKIE POLICY AND DIGITAL TRACKING

### 8.1. The Usage of Cookies

The Company utilizes "Cookies" and similar technologies (pixels, tags, SDKs) to enhance user experience, ensure platform security, and analyze traffic. By accessing Our Platform, You consent to the placement of Cookies on Your device.

### 8.2. Categories of Cookies We Use

Category	Description	Necessity
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<b>Strictly Necessary Cookies</b>	Essential for the Platform to function (e.g., CSRF protection, and load balancing). You	<b>Mandatory</b>
<b>Performance Analytics Cookies</b>	These collect aggregated, anonymous data (e.g., Analytics, Firebase). They help Us detect and	<b>Optional</b>
<b>Functional Cookies</b>	These remember Your preferences (e.g., language) to provide a personalized experience.	<b>Optional</b>
<b>Fraud Prevention Cookies</b>	"Device Fingerprinting" cookies that analyze device usage to help prevent identity theft or account takeovers.	<b>Mandatory</b>

### 8.3. Web Beacons and Pixel Tags

We may use "Pixel Tags" (tiny graphics with a unique identifier) in our emails to determine if You have opened an email or clicked on a link. This helps Us gauge the effectiveness of our communications (e.g., Loan Sanction Letters or Due Date Reminders).

### 8.4. Management of Cookies (Opt-Out Mechanism)

Most web browsers automatically accept cookies. You can modify Your browser settings to decline cookies if You prefer.

- *Chrome*: Settings > Privacy and Security > Cookies and other site data.
- *Safari*: Preferences > Privacy > Block all cookies.
- **Impact of Disabling**: Please note that if You choose to decline **Strictly Necessary Cookies**, You may be unable to access the Loan Application Dashboard or sign into Your account securely.

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## 9. DATA SECURITY PRACTICES

The Company implements reasonable security practices and

procedures as per ISO/IEC 27001 standards:

**Encryption**: Data at rest is encrypted using AES-256 bit encryption. Data in transit is secured via TLS 1.2/1.3 protocols.

- **Access Control**: Strict Role-Based Access Control (RBAC) ensures only authorized personnel access sensitive data.
- **Vulnerability Management**: Regular VAPT (Vulnerability Assessment and Penetration Testing) is conducted on our digital infrastructure.

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## 10. RIGHTS OF THE DATA PRINCIPAL

Under the DPDP Act, 2023, You are vested with the following rights:

1. **Right to Access**: You may request a summary of personal data processed and the identities of all Data Processors.
2. **Right to Correction**: You may request rectification of inaccurate or incomplete personal data.
3. **Right to Grievance Redressal**: You have the right to a readily available means of grievance redressal.
4. **Right to Nominate**: You may nominate an individual to exercise Your rights in the event of death or incapacity.

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## 11. GRIEVANCE REDRESSAL MECHANISM

In compliance with the **RBI Integrated Ombudsman Scheme, 2021**, the Company has established a robust grievance redressal framework.

Level 1: Grievance Redressal Officer (GRO)

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For any discrepancies, data privacy concerns, or service-related complaints:

- **Name:** Bal Kishan Bhardwaj
- **Designation:** Grievance Redressal Officer
- **Address:** AGRIMFINCAP PRIVATE LIMITED, 276 , First Floor, Gagan Vihar, Shahdara, Delhi – 110051 India
- **Email:** [care@agrifincap.com]
- **Contact No:** 9355570545

Level 2: Reserve Bank of India (RBI)

If the complaint remains unresolved for a period of 30 (Thirty) days, or if You are dissatisfied with the resolution, You may approach the RBI Ombudsman via the CMS Portal:

- **Web Portal:** <https://cms.rbi.org.in>
- **Email:** crpc@rbi.org.in

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## 12. INDEMNITY AND LIMITATION OF LIABILITY

While the Company employs best-in-class security measures, it shall not be held liable for any loss, damage, or misuse of data resulting from Force Majeure events, including but not limited to cyber-attacks, acts of God, strikes, lockouts, or failure of telecommunication networks, provided the Company has demonstrated due diligence.

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## 13. JURISDICTION AND GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of the Republic of India.

**ANY DISPUTE** arising out of or in connection with this Policy, including any question regarding its existence, validity, or termination, shall be subject to the **exclusive jurisdiction** of the courts located in **New Delhi, India**, to the exclusion of all other courts.

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## 14. AMENDMENTS

The Company reserves the right to amend, modify, or supplement this Policy at any time to align with changes in applicable laws (RBI/SEBI Regulations). The "Last Updated" date at the inception of this document shall indicate the effective date of the current version

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**By clicking "I Accept" or proceeding with the Loan Application, You certify that You have read, understood, and agreed to the terms of this Privacy Policy.**