

## **Privacy Policy**

**Aye Finance Private Limited**

This website www.ayefin.com (“Website”) is owned and operated by Aye Finance Private Limited (“Aye Finance” which expression shall mean and include its affiliates, successors and permitted assigns). Aye Finance is committed to protecting and respecting the privacy of its customers. Any person who enters or uses this website or shares information on this website is considered as customer for the purpose of this policy.

In the course of using this Website or availing the products and services vide the online application forms and questionnaires, Aye Finance may become privy to the personal information of its customers, including information that is of a confidential nature.

Aye Finance is strongly committed to protecting the privacy of its customers and has taken all necessary and reasonable measures to protect the confidentiality of the customers information and its transmission through the World Wide Web. Aye Finance shall not be held liable for disclosure of the confidential information if such disclosure is in accordance with this Privacy Policy (“Policy”) or in accordance with the terms of any agreements entered into with the customers or required under any Statute or Regulation.

## **COLLECTION OF INFORMATION**

During the use of the Website, Aye Finance may collect and process such information from the customers, including but not limited to the below mentioned:

Information that the Customers provide to Aye Finance by filling in forms on the Website/in any other mode. This includes contact information such as name, email address, phone number etc.

Information that the Customers provide when the Customers write directly to Aye Finance (including by way of e-mail);

Information that the Customers provide to Aye Finance over telephone. Aye Finance may make and keep a record of the information shared by the Customers with Aye Finance;

Information that the Customers provide to Aye Finance by completing surveys;

## **NON- DISCLOSURE**

Aye Finance pledges that it shall not sell or rent Customers’ personal details to anyone. Aye Finance will protect every bit of the Customers’ business or personal information and maintain the confidentiality of the same.

Aye Finance undertakes to keep all information confidential except in the following cases:

- Aye Finance may disclose Customers’ information to governmental and other statutory bodies who have appropriate authorisation to access the same for any specific legal purposes.
- Aye Finance may disclose Customers’ information if it is under a duty to do so in order to comply with any legal obligation, or in order to enforce or apply the terms & conditions displayed on the Website/or such other documents/or electronic communication as may be signed/agreed-to by the customer, or to protect the rights, property or safety of Aye Finance, its Customers or others. This includes exchanging information with other companies / agencies that work for fraud prevention and credit reference/ information sharing.
- Aye Finance may disclose Customers’ information to such third parties to whom it transfers its rights and duties under the customer agreement entered into with the Customers. In such an event, the said

third parties' use of the information will be subject to such confidentiality obligations as contained in this Policy.

- Aye Finance may disclose Customers' information to any member of its related or group companies including its subsidiaries, its ultimate holding company and its subsidiaries, as the case may be.
- In the event that Aye Finance sells or buys any business or assets, it may disclose the Customers' information to the prospective seller or buyer of such business or assets. Customers, email and visitor information is generally one of the transferred business assets in these types of transactions. Aye Finance may also transfer or assign such information in the course of corporate divestitures, mergers or dissolution.

**Aye Finance never will sell or rent personal information of its clients to anyone, at any time, for any reason.**

Aye Finance may use the Customers's personal information in the following ways, viz:

- i. Monitor, improve and administer the Website and improve the quality of services;
- ii. Analyse how the Website is used, diagnose service or technical problems, maintain security;
- iii. Remember information to help the Customers effectively access the Website;
- iv. Monitor aggregate metrics such as total number of views, visitors, traffic and demographic patterns;
- v. To confirm the Customers's identity in order to determine its eligibility to use the Website and avail of the services;
- vi. To notify the Customers about changes to the Website;
- vii. To enable Aye Finance to comply with its legal and regulatory obligations;
- viii. To help the Customers apply for certain products and services.
- ix. For the purpose of sending administrative notices, service related alerts and other similar communication with a view to optimising the efficiency of the Website.
- x. Doing market research, troubleshooting, protection against error, project planning, fraud and other criminal activity.
- xi. To reinforce any terms or conditions under the documents signed by the customer and Aye Finance or electronic communications between customer and Aye Finance or any notices (or other form of written correspondence) between customer and Aye Finance.

## **SECURITY OF INFORMATION**

Aye Finance takes the security of its customers's information very seriously. Aye Finance protects the customers's information using 128 bit-encryption and a Secure Sockets Layer (SSL) protocol. This creates an encrypted connection between the customers's browser and Aye Finance's servers. All information remains encrypted at all times.

All information provided to Aye Finance is stored on its secure servers.

Aye Finance uses commercially reasonable safeguards to preserve the integrity and security of the Customers' information against loss, theft, unauthorised access, disclosure, reproduction, use or amendment.

The information that is collected from the Customers may be transferred to, and stored at, a destination inside or outside India. By submitting information on the Website/or through other physical or electronic form, the customers agree to this transfer, storing and/ or processing. Aye Finance will take such steps as it considers reasonably necessary to ensure that the customers' information is treated securely and in accordance with the Policy.

In using the Website, the Customers accept the inherent security implications of data transmission over the internet and the World Wide Web cannot always be guaranteed as completely secure. Therefore, the use of the Website will be at the own risk of the Customers.

Aye Finance assumes no liability for any disclosure of information due to errors in transmission, unauthorised third party access or other acts of third parties, or acts or omissions beyond its reasonable control and the customers agrees not to hold Aye Finance responsible for any breach of security unless such breach has been caused as a direct result of gross negligence or wilful default by Aye Finance.

In the event Aye Finance becomes aware of any breach of the security of the Customers' information, it will promptly notify the Customers and take appropriate action to the best of its ability to remedy such a breach.

## **EXCLUSION**

This Policy does not apply to any information other than information collected by Aye Finance through the Website including such information collected in accordance with the clause on "Collection of Information" above. This Policy shall not apply to any unsolicited information provided by the Customers through this Website or through any other means. This includes, but is not limited to, information posted to any public areas of the Website. All such unsolicited information shall be deemed to be non-confidential and Aye Finance shall be free to use, disclose such unsolicited information without limitation. Any customer aggrieved with the policy or its implementation or contents relating to information may approach the Grievance Officer for redressal of his grievance.

## **REFERRALS**

If the Customers wishes to introduce Aye Finance / the Website to any other person / entity, the Customers will be asked to provide such person / entity's name and email address. Aye Finance may send such person / entity an email inviting it or to visit the Website. Aye Finance may store this information for the purpose of sending this email and keeping a record of the number of persons / entities so referred by the Customers. Aye Finance may send additional emails to the said person / entity in connection with services offered by Aye Finance. Such person / entity may contact Aye Finance at the address / email ID provided below on grievance officer, to request that this information be removed from Aye Finance's database.

## **SOCIAL MEDIA WIDGETS**

The Website includes Social Media Features, such as the Facebook "Like" button and Widgets, or interactive mini-programs that run on the Website. These features may collect the Customers' IP address, which page the Customers are visiting on the Website, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Website. The Customers' interactions with these features are governed by the privacy policy of the company providing it.

## **OPTING OUT OR EDITING CUSTOMER INFORMATION**

To opt out of email correspondence from Aye Finance or make a change to (or delete) the Customers information stored in Aye Finance's records, please contact at [corporate@ayefin.com](mailto:corporate@ayefin.com).

In case of any grievance, Customers may write to Grievance Officer –

Mr. Vikram Jetley  
Aye Finance Pvt Ltd  
809, 8th Floor,  
Vipul Square, Sushant Lok-I,  
Gurugram-122009, Haryana

Aye Finance will respond to the Customers's request within 30 working days.

## **DATA RETENTION**

Customers information will be retained for as long as the Customers account is active or as needed to provide services to the Customers. If the Customers wishes to cancel its account or requests that Aye Finance no longer uses its information to provide services, the Customers may contact Aye Finance at [corporate@ayefin.com](mailto:corporate@ayefin.com). Aye Finance will retain and use Customers information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements or its data/document preservation policy or for other business purposes.

## **UPDATES**

In the event Aye Finance modifies this Privacy Policy, the same will be updated on the Website. The Customers are encouraged to periodically review this page for the latest information on privacy practices.

## **SEVERABILITY**

Aye Finance has made every effort to ensure that this Policy 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.

## **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.

## **GOVERNING LAW**

This Policy shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Delhi shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

If any dispute arises between Aye Finance and the Customers in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.

There shall be one (1) arbitrator and the seat of the arbitration shall be Delhi, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

## **FOREIGN JURISDICTION**

Aye Finance makes no representation that the content contained on the Website is appropriate or to be used or accessed outside of the Republic of India. If the Customers use or access the Website from outside the Republic of India, they do so at their own risk and are responsible for compliance with the laws of such jurisdiction.

## **CONTACT**

Any questions or concerns should be addressed to: [corporate@ayefin.com](mailto:corporate@ayefin.com).

Or

Write to the Grievance Officer at

Mr. Vikram Jetley  
Aye Finance Pvt Ltd  
809, 8<sup>th</sup> Floor,  
Vipul Square, Sushant Lok-I,  
Gurugram-122009, Haryana