

## PRIVACY POLICY

Cholamandalam Investment and Finance Company Limited (hereinafter referred to as “**CIFCL**”) is concerned about the privacy of data and information of the Users (*as defined below*) accessing, selling, offering or services on the website [www.cholamandalam.com](http://www.cholamandalam.com) (“**Website**”), or mobile application *CholaOne* (“**App**”) or otherwise doing business with CIFCL. The Website and App are, together, referred to as “**Platform**”.

The Platform is made available by CIFCL (also referred to as “**our**”, “**us**”, “**we**”, “**Company**”), having its registered office at Dare House, No. 2, N.S.C. Bose Road, Parrys, Chennai 600001, through which CIFCL, which is a non-banking financial company registered with the Reserve Bank of India (“**RBI**”). CIFCL will, through the Platform, provide lending services to the customers of CIFCL (together, “**Services**”).

In order to facilitate and provide you (and co-applicants, members, nominees, if any) with the Services through the Platform, CIFCL (and, where applicable, its affiliates) need to collect various data and information from you with your prior and explicit consent. The manner in which, and the purpose for which, this data and information is collected, retained, shared, stored, and processed by us is addressed in this Privacy Policy (“**Privacy Policy**” or “**Policy**”). By setting up an account on this Platform, you agree to the processing, storage, usage and sharing of the data provided by you pursuant to this Privacy Policy.

We will revise this Policy as well as update the Services and the Platform from time to time, so please keep visiting this page regularly to take notice of any changes we make. If you do not agree with any part of this Policy, please do not use our Services or, if applicable, stop using our Services immediately. Please also read our User Agreement (“**Agreement**”), which describe the terms under which we provide our Services and each of our affiliates provide their Services.

This Privacy Policy is an electronic contract formed under the Information Technology Act, 2000 and Rules made thereunder and the relevant amendments made thereon. This Privacy Policy does not require any physical, digital, or electronic signature, provided that if a User avails a loan from CIFCL through the Platform, then such User will be provided with a digitally signed copy of this Privacy Policy for his/her/its records.

This Privacy Policy is published in accordance with requirements under applicable laws, including, without limitation, the provisions of

- (a) Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, which requires intermediaries to publish the rules and regulations, privacy policy and user agreement for access or usage of its computer resource by any person; and
- (b) The regulations, master directions, master circulars, circulars, and guidelines issued by the Reserve Bank of India (“**RBI**”), including without limitation, the Guidelines on Digital Lending dated 02 September 2022

in each case, as amended and in force from time to time.

This Privacy Policy of the Platform, available on the Website at <https://cholamandalam.com/chola-one-instant-personal-loan-app> and on the App, is applicable to the guest users or registered users (each, hereinafter referred to as the “**User**”).

The User is advised to read this Privacy Policy to learn more about the ways in which CIFCL shall use and protect the personal information of the User. By visiting this Platform, the User agrees to be bound by the terms and conditions of this Privacy Policy. If the User disagrees with the terms and conditions of the Privacy Policy, the User shall not use or access this Platform.

By accepting this Privacy Policy, the User expressly consents to (i) be bound by the terms and conditions of this Privacy Policy; and (ii) CIFCL's use and disclosure of the User's Personal Information (*as defined below*) and Sensitive Personal Information (as defined below) in accordance with this Privacy Policy. This Privacy Policy shall be read along with the terms of User Agreement - <https://cholamandalam.com/chola-one-instant-personal-loan-app> ("**Agreement**") available on the Website and on the App.

CIFCL may develop new or offer additional services. If the introduction of these new or additional services results in any material change to the way CIFCL collects or processes the User Personal Information and Sensitive Personal information, CIFCL will provide the User with more information or additional terms and policies, as may be required from time to time. User is requested to review this page periodically, to remain aware of any changes.

To the extent any Services by CIFCL are provided in partnership with third parties, your data or information may be shared with such third parties. You will be notified of all such third parties to whom data may need to be shared from time to time, and your express consent in this regard will be obtained. Please also read this Privacy Policy for further details.

## 1. Nature of Information collected on the Platform

By using the Platform, you are hereby providing us with your prior and explicit consent, to collect, store, process and share your data in the manner set out below. We collect the data you provide to enable us to fulfil our regulatory obligations under applicable laws (including KYC requirements) and to ensure that we can provide you Services in the best manner possible.

The data being asked from you is strictly need-based, i.e., we only collect the data we require to help us comply with applicable laws and to provide services to you in a robust and user-friendly manner.

Please note: When you apply for a loan, a pop-up will name and mention the names of the lender and co-lending parties (if any) from whom your loan will be disbursed and you will be required to provide specific consent to provide information to, and share information with, such lender/co-lenders.

For fully using the Website and the App, and for availing the product/Services provided therein, the User needs to register with the Website/App by providing his/her contact, identity information and other personal information as indicated on the Website/App. If the User is not willing to provide mandatory personal information (as required under applicable laws), he/she must opt out from registering with the Website/App and will not be able to avail Services thereunder.

We have detailed the data being collected from you and the manner of collection below:

### I. Information provided by the User:

- a) All information provided to CIFCL when the User registers or subscribes to services on the Website or the App, including name, address, telephone number, email address, PAN, date of birth, pincode, employment details, gender, and any other information, which is capable of identifying such User (collectively referred to as "**Personal Information**").
- b) All information that the User chooses to share on the Website/App.
- c) "Sensitive Personal Information", i.e., passwords and all financial information provided at the time of applying for or availing loans through the Website/App.

- d) An unregistered User can browse the Website/APP without providing their information, including Personal or Sensitive Personal Information. However, please note that the Website/APP does collect [technical information such as the User's IP Address] from Users who access the Website/APP without registration.
- e) Once the User provides his/her Personal Information, he/she is no longer an anonymous User of the Website/APP.

Purpose of use of information provided by the User: For Enabling the Website/App and its Services; For Loan Processing and KYC Authentication and For Legal Compliance and Requirements.

II. Information collected by CIFCL:

Please note, AT NO TIME do we access or request access to your mobile phone resources like file and media, contact list, call logs, telephony functions, etc. We may request a one-time access to your mobile's camera, microphone, and location solely for the purpose of on-boarding/ KYC requirements only. A pop-up will seek your specific consent to provide us with such access. We will neither ask for, nor retain, such access once the onboarding and KYC verification processes are complete.

AT NO TIME DO WE ASK FOR OR STORE ANY OF YOUR BIOMETRIC INFORMATION.

<b>Data Collected</b>	<b>Use/Purpose of data collection</b>	<b>Duration of retention</b>
Technical information such as the User's IP Address, login information, operating system, browser type, the page served, time preceding pages viewed, search history, length of visits, metadata (data about other information collected, such as date, time, size etc).	Onboarding of User	Shall be retained as long as the User is a customer of, or borrower on, the Platform, subject to applicable laws.
Log file information, namely, information automatically reported by the User's browser upon accessing the Website/APP	Onboarding of User	One time
Device Identifiers, i.e., small bits of data which identifies remote devices such as mobile phones, computers, tablets or other devices (collectively referred to as 'Devices') used to access the Website/APP.  We, collect the location data from you in two ways: (i) when you add the pin code while creating an account on the Website/App; and (ii) one time access to your location, collected from your mobile device when enabled by you to do so. We collect location data from your phone, ON A	Onboarding of User and for confirmation of KYC of the User	One time

<b>Data Collected</b>	<b>Use/Purpose of data collection</b>	<b>Duration of retention</b>
ONE-TIME BASIS, when we carry out your onboarding and KYC verification only.		
We collect the data you provide to us when you accept the tentative terms of the loans. This includes your photograph, Masked Aadhaar Number, PAN, parents' names, bank account number, IFSC, proof of address etc.	Onboarding the User, for confirmation of KYC of the User and for legal/ regulatory compliances.	During the tenure of the loan and as per applicable law.

Other Data: You may be required to provide further information to us for the purposes of processing your loan application. Such additional information may include (without limitation) bank statements, goods and services tax returns, salary and income statements. Specific details of any such additional data required will be shared with you at the relevant time, and your specific consent will be obtained at that stage. You may also be required to provide this information to us via physical documents, e-mail or other digital and offline methods, as may be communicated to you.

*How we use this data: For Enabling the Website/App and its Services; For Loan Processing and KYC Authentication; For assessing the quantum and interest rate of loan to be extended; For Legal Compliance and Requirements.*

Feedback Data and Other Data: This includes the following:

- If you call our call centres, we may record information provided by you to service you or record the calls for quality and training purposes.
- Data you input when you participate in our referral programs or use any discount codes offered by us.
- If you provide any feedback or comments to us on the App or as part of our research programs for improving the Website/App.

*How we use this data: For Enabling the Website/App and its Services; For Loan Processing and KYC Authentication; For Legal Compliance and Requirements.*

We may also be working closely with third parties (including, for example, credit information bureaus, business partners, partner banks and non-banking financial companies, sub-contractors, agents and service providers. and may lawfully receive information about you and your co-applicant from such sources, provided that you have consented to provide this information to the relevant third parties and have permitted them to share such information with us (such consents would have been obtained from you by the relevant third parties). Such data may be shared internally and combined with data collected on the Website/App. We may also use the content you have shared publicly, including on third party platforms or applications, to promote our Services (including by quoting your content, reviews and/ or recommendations, or displaying screenshots of your content, reviews and/ or recommendations, in each case, with your permission).

*How we use this data: For Enabling the Website/App and its Services; For Loan Processing and KYC Authentication; For Enabling Customer Support; For Research and Development; For Enabling Communications Between You and Us; For enabling Marketing and Outreach; For Automated Decisions; and For Legal Compliance and Requirements*

### III. Cookies

CIFCL/its Affiliates shall use data collection devices such as “cookies” on certain pages of the Website/APP to analyze such web page flow, measure effectiveness of promotional activities and promote safety and trust. “Cookies” are small files placed on the hard drive, which will assist CIFCL/Affiliates in providing better services.

CIFCL offers certain features that are only available through the use of "cookies". CIFCL also uses cookies to allow the User to enter his/her password less frequently during a session. Further, cookies also help CIFCL in providing information that is targeted to the interests of the User. Most of the cookies are "session cookies", which will be deleted automatically from the hard drive at the end of a session.

The User is always free to decline the cookies, if his/her browser permits, although in that case the User may not be able to use certain features of the Website/App and the User may be required to re-enter his/her password more frequently during a session.

CIFCL shall retain information as necessary to resolve disputes, troubleshoot problems and provide customer support to the extent permitted by law. If a User sends personal correspondence to CIFCL, such as emails or letters, or if other users or third parties send correspondence to CIFCL about the activities of User or postings on the Site, CIFCL may collect and store such information into a file specific to the said User.

#### **2. Purpose of Collection and Use of User Information:**

CIFCL uses the Personal Information and Sensitive Personal Information of the User in the following ways and for the following purposes:

- a) To improve the services/products offered on the Website/APP.
- b) To inform the User about online and offline offers, products, services, and updates.
- c) To customize User experience detect and protect CIFCL against error, fraud, and other criminal activity; resolve disputes; troubleshoot problems and collect fees owed.
- d) To enforce our User Agreement.
- e) To analyze the information shared by various Users to identify the Users using multiple User IDs. CIFCL may compare and review User’s Personal Information for errors, omissions and for accuracy.
- f) To analyze usage of the Website/APP.
- g) To improve CIFCL’s marketing and promotional efforts.
- h) To improve the Website’s/App’s content and product/service offerings and customize the Website’s/App’s content, layout and services.
- i) For internal operations such as troubleshooting, data analysis, research, testing and quality improvement of our service;
- j) To respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- k) For any other purpose a described to the User at the time of collection of information. By visiting, accessing and/or using the Website/APP and/ or submitting Personal Information or Sensitive Personal Information, the User consents to such use of his/her Personal Information and Sensitive Personal Information by CIFCL.

By using the Website/APP and providing the required information, the User authorizes CIFCL & both its present and future associates to communicate with him/her via Email, Phone, SMS or any other means to offer the User their and CIFCL’s services, offer promotional offers, impart product knowledge as listed on the Website & offers of CIFCL’s associates, subject to the User’s DNC or DND status.

### 3. Disclosure of User information

CIFCL may reveal the general statistical information about the Website, Apps and Users (in an anonymised or pseudonymised form), such as number of Users, number and type of products and services provided, etc from time to time.

CIFCL may also use the information collected from the User to deliver information to User that are targeted to User's interests, such as new services and promotions.

We are very protective about your data. We may enter into data-sharing agreements or disclose the collected data in order to provide the Services and new product offerings to you. However, we will ensure that we obtain your specific consent before sharing any non-anonymised/non-pseudonymised information with any third party. We have detailed the manner in which we share the collected data below:

S. No.	Person Shared With	Purpose for Sharing									
1	Sharing with third parties	<p><u>Service Providers</u>: We work with third party service providers to execute various functionalities of the Website/App and we may share your information with such service providers to help us provide the Website/App. Some of these functionalities may include:</p> <ul style="list-style-type: none"> <li>Analyzing transaction behavior and cashflows via your bank statements, goods and services tax returns, salary and income statements, income tax returns, basis which your loan offer is generated.</li> <li>Validating and authenticating the official verification documents provided by you.</li> <li>Validating your preferred bank account, as well as transferring the loan amounts to you.</li> <li>E-signing of the loan documents, populating the loan documents. The information shared with these service providers is retained for auditing of the documents.</li> <li>eNACH set-up to enable autopay.</li> <li>Analyzing customer behaviour, conducting research into customer behaviour and contacting the customers for the said purpose, and to automate our marketing and outreach efforts.</li> <li>Detection and flagging of fraud.</li> <li>Cloud services.</li> <li>Gathering of additional information regarding your bank account and statement details, in case adequate information has not been provided by you or through the other service providers we work with.</li> <li>For manually collecting any sums owed by you.</li> <li>Validating and authenticating your employment status, employment information and employment duration.</li> </ul> <p>Details of the third parties we share your personal information with are set out below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Vendor's - Entity Name</th> <th>Purpose</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TransUnion</td> <td>Consumer Bureau, Income Estimator</td> </tr> <tr> <td>2</td> <td>Karza Technologies P Ltd</td> <td>PAN Authentication, KYC OCR &amp; Authentication, Name/Address/Face Match, Face liveness, Professional</td> </tr> </tbody> </table>	Sl. No.	Vendor's - Entity Name	Purpose	1	TransUnion	Consumer Bureau, Income Estimator	2	Karza Technologies P Ltd	PAN Authentication, KYC OCR & Authentication, Name/Address/Face Match, Face liveness, Professional
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1	TransUnion	Consumer Bureau, Income Estimator									
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		Qualification membership authentication, Aadhar masking, EPF UAN lookup
3	Digiotech Solutions P Ltd	Digilocker, Esign, E-NACH Mandate, Physical NACH Registration
4	Perfios	Banking analysis, Account Aggregator
5	MapMyIndia	Reverse Geo Code
6	Digitap	Device Analytics
7	Sherlock (CRIF)	Anti-Fraud solution
8	Netcore Solution Pvt Ltd	Customer communication
9	Sree Krishna Agencies	Tele calling
10	Arrise BPO solutions P Ltd	
11	Tele Performance Gloabal Services P Ltd	
12	Karix Mobile P Ltd	SMS/Voice Blast Services

Third Party Services: The Website/App may allow you to connect with other websites, products, or services that we don't have control over. However, usage of such third-party services is subject to their privacy policies and not within our control. We recommend that you have a look at their privacy policies before agreeing to use their services.

Our application has a link to a registered third parties which collects data on our behalf and data is stored to a secured server in India to perform a credit risk assessment. We ensure that our third party service provider takes security measures in order to protect your personal information against loss, misuse or alteration of the data.

Our third-party service provider(s) employ separation of environments and segregation of duties and has strict role-based access control on a documented, authorized, need-to-use basis. The stored data is protected and stored by application-level encryption. They enforce key management services to limit access to data.

Furthermore, our registered third party service provider(s) provide hosting security – they use industry-leading anti-virus, anti-malware, intrusion prevention systems, intrusion detection systems, file integrity monitoring, and application control solutions.

2	Sharing with the Co-Lending Partner	<p>We may sometimes work with identified banks and financial institutions to provide co-lending products on the Website/App, and we may share your information with such Co-Lending Partner(s).</p> <p>However, please note that the Website/App does not currently provide any Co-Lending Services. This Policy will be updated from time to time if CIFCL chooses to partner with a Co-Lender.</p>
3	Sharing with law	<p>If any governmental authority or law enforcement officers request or require any information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process.</p>

	enforcement when needed	
4	Sharing with Affiliates and Subsidiaries	CIFCL may share certain User information, including their Personal Information and Sensitive Personal Information, with its Affiliates through the Website/App, where such sharing is strictly required to render Services to you under this Agreement. Details of Affiliates with whom data is shared, the specific data being shared with such Affiliates, and the purpose and duration of use shall be disclosed to reach registered user at the time of registration (and whenever there is a change in the details of the Affiliates). and other modes. These entities shall protect the information on par with the information which they obtain from their users.

#### 4. Transfer to other countries

Any personal data we store is done only in India. Neither CIFCL nor its Affiliates or co-lending partners will share your information with persons resident outside India or store your information in data servers outside India.

#### 5. Obligations of User

The User agrees, undertakes and confirms that while providing his/her information on the Platform, the User shall not upload, display, host, publish, modify, update, transmit or share any information that:-

- a) belongs to another person and to which the User does not have any right;
- b) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- c) is harmful to a child/children;
- d) infringes any patent, trademark, copyright or other proprietary rights;
- e) violates any law for the time being in force;
- f) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- g) impersonates another person;
- h) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- i) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or
- j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

#### 6. Storage and Retention of information

- a) The User's information collected by CIFCL is stored in India by CIFCL or its affiliates, business partners, suppliers and sub-contractors, in an easily retrievable format.
- b) The User's Personal Information shall be stored only for the period necessary for the purposes specified in clause 2 above, and shall be retained in the manner prescribed under applicable law.
- c) Records containing Personal Information and Sensitive Personal Information will only be retained as long as necessary to provide the User with CIFCL Services and for legitimate and essential business purposes, such as maintaining the performance of the service, making data-driven business decisions about new features and offerings, complying with legal obligations and resolving disputes. ("Information Retention Obligation"). Some Personal Information may be retained as long

as a person is the User of a Service. CIFCL shall retain the information shared by the User, including Personal Information, only for a period of one hundred and eighty days (180) days after any cancellation or withdrawal of his/her registration or for such longer period as may be required under applicable laws, including laws applicable to non-banking financial companies.

- d) In accordance with the Information Retention Obligation, all Personal Information and Sensitive Personal Information collected and processed by CIFCL shall be deleted when the retention is no longer necessary.
- e) Upon User's request, CIFCL will delete or anonymise User Personal Information and Sensitive Personal Information, so that it no longer identifies the User, except in the following circumstances:
  - i) CIFCL is legally allowed to or maintain certain Personal Information or Sensitive Personal Information;
  - ii) Requirement to retain the Personal information or Sensitive Personal Information on legitimate business; interests such as fraud prevention or maintaining the security of the users
  - iii) Retention for legal, tax, audit and accounting obligations for the period allowed by law.

## 7. User's Rights

- a) **a) Right to access:** User has the right to be informed of and request access to, the Personal Information and **Sensitive** Personal Information processed about the User.
- b) **b) Right to Opt Out:** The User has the right to opt out of providing any of the information mentioned in clause 1. I However, in such event CIFCL reserves the right to refuse or limit the User's access and use of the Website/App and its features, including goods and services offered on the Website/APP.
- c) **c) Right to Withdraw Consent:** The User has the right to withdraw consent to the use, disclosure, or transfer of his/her information mentioned in clause 1.I. However, in such event CIFCL reserves the right to refuse or limit the User's access and use of the Website/App and its features, including goods and services offered on the Website/App.
- d) **d) Right to rectification:** The User has the right to update or correct his/her information provided under clause 1.I. The User may exercise such right by raising service request in CholaOne application or mail to [customercare@chola.murugappa.com](mailto:customercare@chola.murugappa.com)
- e) **Right to unsubscribe:** The User has the right to unsubscribe from any commercial communication, which is not essential for CIFCL to provide its goods or services. You may exercise such right by sending mail to [customercare@chola.murugappa.com](mailto:customercare@chola.murugappa.com)
- f) **Right to be forgotten:** The User has the right to ask us to delete all personal information of the User provided to us, as long as there is no loan outstanding from such User to CIFCL, and as long as such deletion is not contrary to applicable laws.

## Personal Information of children:

CIFCL does not knowingly collect, maintain or use Personal Information or Sensitive Personal Information from children under 18 years of age. If the User is under the age limit of their respective local legislations, the User is requested to not provide their Personal Information to CFCIL. If the User is a parent of a child under the age limit of their respective local jurisdiction and become aware that their child has provided Personal Information or Sensitive Personal Information to this Website without their consent, the User needs to contact CIFCL through the mode described under paragraph 14(a). CIFCL will promptly take steps to delete such Personal Information or Sensitive Personal Information and terminate the child's account.

### **11. Grievance Officer**

The name and contact details of the Grievance Officer of CIFCL is as provided below:

Name: Krishnakumar.K.P

Designation: Sr. Associate VP-Operations

Contact number: 1800-102-4565

Customer Care Email ID: [customercare@chola.murugappa.com](mailto:customercare@chola.murugappa.com)

The Grievance Officer may be contacted with respect to any complaints or concerns including those pertaining to breach of our User Agreement and Privacy Policy.

### **12. Security Practices**

**a.** CIFCL strives to ensure the security, integrity, and privacy of the User's information and to protect the User's information against unauthorized access or disclosure, alteration, or destruction.

**b.** For the above purpose, CIFCL has adopted internal reviews of the data collection, storage, and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where the User's information is stored.

**c.** CIFCL also has a comprehensive and robust information and cyber security policy, information technology and other mechanisms in accordance with the applicable law to ensure the security of the User's information.

### **13. Amendment to Privacy Policy**

On amending the Privacy Policy, CIFCL shall notify the User, in the Website/APP, at least 10 days in advance of implementation, about the details of such amendment.

This privacy policy was last updated on 18<sup>th</sup> February 2023

### **14. Notices**

Except when explicitly stated otherwise, any notices shall be sent by email to [customercare@chola.murugappa.com](mailto:customercare@chola.murugappa.com).

Notice/any communication shall be sent to the User either to the email address, if any provided by the User on the Website/App.