

TERMS AND CONDITIONS

1. In this Consent the following capitalized terms shall have the meanings assigned to them hereunder:

"Data" shall mean all personal data, transactional data, Derivative Data, any other information, etc., in relation to me/us, including the following including in relation to past Products:

- (a) know your customer (KYC)/anti money laundering (AML) data;
- (b) information submitted while making any application or request to the NBFC for any Product;
- (c) any transactional data generated during the relationship or as a result of any transaction, statements, entries, logs, in relation thereto;
- (d) any information obtained/received by the NBFC from any other source;
- (e) any Derivative Data.

"Derivative Data" shall mean any credit scores, credit information, behavioral projections, profiling, analytical results, reports (prepared by the NBFC internally or other persons) including through any algorithms, analytics, software, automations, profiling etc., and whether such derivative is from the information collected from me/us or in combination with any other information sourced from any other person, database, or source whether by the NBFC or other persons. The process of arriving at and generation of such Derivative Data involving or through any of the above sub-processes/methods, shall be referred to as "Derivation".

"Specified Purposes" shall collectively mean, credit assessment, risk assessment, risk analysis, portfolio sensitivity analysis, obtaining credit information reports, scores, scrubs, fraud checks, fraud detections, fraud prevention, detecting and preventing crime including crime/ terror funding, detecting malpractices or discrepant documents or information, prevention of misuse, assessment of credit worthiness, financial standing, due diligence, background check, physical and other inspections, verifications, obtaining any reports for any of the above, KYC/ AML checks, customer service, monitoring, collections, default detection, default prevention, default investigation, recovery, any legal proceedings, actions, enquiries, investigations, pursuing any remedies, enforcing rights, reporting including credit reporting, KYC reporting, default reporting, filing, perfections, performance of any legal and/or regulatory obligations, filings, reporting, etc., whether any of these are undertaken internally or through any Processing Entity.

"Processing" shall mean any operation or set of operations performed on Data, and includes operations such as collection, recording, organization, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction and the term "Process" and "Processed" shall be construed accordingly.

"Processing Entity" shall mean any credit information company(ies), bureau(s), lending service provider(s), other service provider(s), consultant(s), vendor(s), agent(s), fintech entity(ies), co-brand entity(ies)/partner(s), distributor(s), selling/ marketing agent(s), any partner(s), collaborator(s), co-lender(s), co-originator(s), merchant(s), aggregator(s), lead generator(s), sourcing entity(ies), client(s), customer(s) or other person(s) with whom the NBFC has any direct or indirect arrangement or tie-up or contract for any products or services, any TPAPs (for whom the NBFC acts as PSP NBFC), or other player(s)/ intermediary(ies) in any ecosystem of which the NBFC is a part, and such Processing Entities, service providers, consultants, vendors, etc.

"Product(s)" shall mean lending products and/or services including financing, credit support, credit facilities, fund-based and non-fund based facilities, also including if I/we are an authorised signatory or authorised person or representative of a non-individual applicant/ customer/ user of any services, whether direct or indirect, whether any such Product is of the NBFC itself or jointly with others or where the NBFC is distributor or under a referral, agency or any other arrangement for Products or any other products and/or services of other persons.

The Products, which have been applied/ requested by or availed by me/us (including where the initiation of any transaction is not directly with the NBFC but is with a relevant Processing Entity), shall be referred to as "Requested Products", and the Products (including any future products or services) other than the Requested Products, shall be referred to as "Other Products".

2. I hereby authorize Hiranandani Financial Services Private Limited Limited ("NBFC" which expression shall be deemed to include its successors and assigns) to Process, the Data, or any part thereof, for any of the Specified Purposes:

i. in connection with assessment or processing of the application/ request for Requested Product, or in order to take any steps prior to entering into any contract, or to determine eligibility for the Requested Products, or in connection with execution or furtherance of a contract/ transaction, performance by NBFC or me/us or any connected persons like guarantors, security providers, other intermediaries, of any contract or part thereof or any regulatory or legal obligations in relation to any Requested Product availed or in pursuance thereof;

ii. in connection with Derivation and sharing any Derivative Data (between NBFC and any Processing Entity) in connection with the aforesaid purposes.

iii. in connection with contacting, establishing contact, whereabouts, including through email, postal address, telephone, social media, banners on applications/ electronic platforms, notifications, website, premises of third parties/ other persons, for monitoring the performance of the account or for monitoring for suspicious activities, transactions, fraud detection, prevention, reporting, alerting others.

iv. in connection with deploying any analytics, automated processing (wholly or partly), algorithms, robotics, profiling, encryptions, coding, anonymizations, etc., for any of the Specified Purposes or processing activities mentioned from 2 (i) - 2 (iii) above in relation thereto.

3. I authorize the Processing Entities to Process the Data or any part thereof, for any of the Specified Purposes.

4. For the aforesaid consents, authorizations and purposes covered above, it shall be deemed that I/we have furnished all the Data separately under this consent.

5. I confirm that the Data given and that will be given by me from time to time is accurate, updated, and complete in all respects.

6. I agree that the aforesaid consents/ authorizations for the Specified Purposes shall survive beyond the validity of such application/ tenure of the Product/ consummation of any transaction, to the extent any of the Specified Purposes survive.

7. The consents given or denied under this document do not limit any other consents obtained or given.

8. I acknowledge and confirm that all the Specified Purposes are lawful purposes.

9. I confirm that this consent is being given freely by me/us without any pressure, influence, or coercion from any other person, and that the consent is an informed and unconditional consent.

10. I hereby understand and agree that the Processing of Data is necessary for the Specified Purposes.

11. I acknowledge that the fact that is consent has been requested or that I/we am/are giving this consent, does not by itself limit or prejudice any grounds or bases which the NBFC or any of the Processing Entities may have for Processing the Data without consent, and this consent is not in derogation of any such other ground or basis and is in addition to any such ground or basis. For clarity, even if this consent is withdrawn, the NBFC and/or the Processing Entities may continue to Process the Data for performance of contract in relation to the Requested Products or for taking any steps pursuant to the contract or for protecting the legitimate interests of the NBFC pursuant thereto, or when this consent is not the only basis or ground for Processing.

12. I acknowledge that since the basis this consent the NBFC may enter into a contract in relation to the Requested Products and it is and will be necessary to Process the Data for the purposes of the contract, withdrawal of this consent by me/us will not prevent the NBFC and/or Processing Entities from continuing to Process the Data for the purposes of the contract.