

THANVIR BROS. PVT. LTD.

Flat 43, 1st Floor, Palace Court, 1 Kyd Street
Kolkata 700016; Email: thanvirbros@gmail.com
CIN NO : U17125WB1984PTC038350

PRIVACY POLICY

This Privacy policy has been drafted in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and the Information Technology (Intermediaries Guidelines) Rules, 2011.

Thanvir Bros. Private Limited is committed to maintaining the security, integrity and confidentiality of all the personal information of its users. We follow the highest standards of privacy and security to protect your personal information. This Privacy Policy explains how we protect the personal information of users that we acquire from our website/app. It also outlines how we use that information in connection with the service offered through the Site and App. 'Personal information' for purposes of this Policy means information that identifies you, such as your name, address, phone number or email address etc.

INFORMATION COLLECTED BY Thanvir Bros Private Limited

When the User registers with Thanvir Bros. Private Limited, the User may be asked to provide Personal Data including without limitation: (1) personally identifiable information, which includes any information about the User that could reasonably be used to identify him/her in person, such as User's name, gender, occupation, business name, address, email address, date of birth, date of incorporation, any photo identity proof, address proof, phone number etc. ("Personal Information"); and, (2) financial information such as User's income, credit/debit card details, bank details, financial accounts details, credit report information, reasons for seeking finance, income sources, credit score and history of the Users' bank accounts and recent banking transactions, status and terms of any other loans, information on the User's transactions, repayment history etc., ("Financial Information"). Personal Data shall also include the information of such third parties that Thanvir Bros. Private Limited may have access to during the course of providing the Services to the Users.

USAGE OF INFORMATION

Thanvir Bros. Private Limited may use the Personal Data and other information collected for any of the following purposes

- To effectively and accurately provide the Services to the Users;
- To effectively communicate/ notify with the Users regarding the Services;
- To generate Borrower/Lender profile on the platform;
- To prevent fraud and money laundering by any of the Users;
- To maintain the quality of the Services and provide general statistics regarding their use;
- To improve customer service (User's Personal Data may help Thanvir Bros. Private Limited to more effectively respond to the customer service requests and support needs);
- Provide custom, personalized content and information;

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- To alert the Users about updated information and other such new or updated services that may be offered by other Users;
- To allow access to exclusive features or functionality of the App.

SHARING OF PERSONAL DATA

Thanvir Bros. Private Limited may disclose Personal Data, if required to do so by law or regulation; to its legal counsel, law enforcement officers, governmental authorities who have asserted their lawful authority to obtain the information or where the Company has in good faith reasonable grounds to believe that such disclosure is reasonably necessary to enforce its Terms of Use or this Privacy Policy and the information could be useful in the investigation of unlawful activity.

PHISHING

“Phishing” usually occurs when users of a website are induced by an individual/entity into divulging sensitive personal data by using fraudulent websites and/ or e-mail addresses. In the event you provide information to a website or respond to an e-mail which does not belong to Us or is not connected with us in any manner, You will be a victim to phishing. We do not send e-mails requesting a user for payment information, user name or passwords. However, We may verify the user name, password etc. provided by you from time to time.

SEVERABILITY

If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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.

COOKIES

Thanvir Bros. Private Limited uses data collection devices such as “cookies” on the User’s Device drive that assist Thanvir Bros. Private Limited in providing Services. The App also uses cookies to allow User to enter his/her password less frequently during a session. For example, the information provided through cookies may be used to recognize a User as a previous user of the App (so the User does not have to enter his/her personal information every time). Most cookies are “session cookies”. A session cookie is temporary and is automatically deleted from User’s device at the end of a session. Users are always free to decline App’s cookies if the application permits, although in that case User may not be able

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to use certain features on the App and User may be required to re-enter the user's password more frequently during a session.

PRIVACY POLICIES OF THIRD PARTY PLATFORMS

This Privacy Policy only addresses the use and disclosure of information we collect from you. Other websites that may be accessible through this Platform have their own privacy policies and data collection, use and disclosure practices. If you link to any such website, we urge you review the website's privacy policy. We are not responsible for the policies or practices of third parties.

DISCLOSURE

The Borrower agrees and understands that as a pre-condition relating to the grant of the Loan to the Borrower, the Lender requires the Borrower's consent for the disclosure by the Lender of information and data relating to the Borrower, of the Loan availed of/ to be availed by the Borrower, obligations assured/ to be assured by the Borrower in relation thereto, default, if any, committed by the Borrower in discharge thereof and any other information made available by the Borrower to the Lender.

Accordingly, the Borrower agrees and gives consent for the disclosure by the Lender, if required under the Applicable Law, of all or any such:

- Information and data relating to the Borrower.
- The information or data relating to Loan availed of/to be availed by the Borrower
- Default, if any, committed by the Borrower in discharge of such obligation as the Lender may deem appropriate and necessary to disclose and furnish to all the credit bureaus approved by RBI and any other agency authorised in this behalf by RBI. The Borrower further declares that the information and data furnished by the Borrower to the Lender is true and correct.

In the event of the Borrower committing a default in the repayment of Outstanding Dues on the Due Dates, the Lender shall have an unqualified right to disclose the name of the Borrower to RBI, RBI approved Credit Bureaus and any other agency authorised in this behalf by RBI. The Borrower gives its consent to the Lender and/or RBI and/or RBI approved Credit Bureaus to publish their name as defaulters in such manner and through such medium as the Lender/RBI and/or RBI approved Credit Bureau in their absolute discretion may think fit.

The aforesaid right shall be available to the Lender in addition to and not in derogation of any other rights available under the Agreement.

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Borrower further agrees and understands that:

- RBI Approved Credit Bureaus and any other agency so authorized may use and/or process the said information and data disclosed by the Lender in the manner as deemed fit by them
- RBI Approved Credit Bureaus and any other agency so authorised may furnish for consideration the processed information and data or products thereof prepared by them, to the Lender/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

The Borrower agrees and understands that the Lender may also disclose any information/documents relating to the Borrower to any third party including Lender's Affiliates for promotional purposes or any other purpose as Lender may deem fit.

GOVERNING LAW

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by Indian law. The Parties agree that all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Delhi only.

CHANGES TO THE PRIVACY POLICY

We reserve the right to change, modify, add, or remove portions of this Privacy Policy at any time for any reason. In case, any changes are made in the Privacy Policy, we shall update the same on the Platform. Once posted, those changes are effective immediately, unless stated otherwise. We encourage you to periodically review this page for the latest information on our privacy practices. Continued access or use of the Services constitute Your acceptance of the changes and the amended Privacy Policy.