

PRIVACY POLICY

This Privacy Policy outlines Rajouri Hire Purchase Finance Private Limited ("RHPF")'s approach to processing customer data.

At Rajouri Hire Purchase Finance Private Limited ("RHPF"), we understand the significance of your personal data and process it in a responsible manner. We urge you to go through this Privacy Policy attentively.

Who is covered by the Privacy Policy?

This policy is applicable to all existing customers and persons ("User") who visit the office/branch and/or any "Digital Platform" belonging to RHPF [and its subsidiaries/affiliates, if any], which offer financial services such as Loan Against Property (LAP) and any incidental insurance services facilitated by RHPF ("Financial Services"). If you are below 18 years of age, you are expected to view our services on digital platforms under the supervision and guidance of your natural or legal guardian.

The reference to "Rajouri Hire Purchase Finance" or "RHPF" in this policy means and includes RHPF [and any group/subsidiary companies], and the term "Digital Platform" means and includes the website, mobile application, and/or any other digital application of RHPF.

This Privacy Policy explains the type of User information that RHPF collects, its purpose, use, security, retention, and transfer, and the responsibilities of the User, as detailed below. We encourage Users to read this Privacy Policy from time to time to stay updated on any changes we make.

We use Your Personal Data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

A. Consent of Users

By using RHPF's website, digital application, or affiliates' digital platforms to avail Loan Against Property or related services, User consents to:

- a.** The terms of this Privacy Policy, in addition to the terms of use of the mobile application, website, and product terms and conditions.
- b.** Collection of data in connection with availing loans and/or affiliate insurance products facilitated by RHPF.
- c.** Collection of data in connection with Aadhaar-based authentication (Aadhaar e-KYC) or verification (Aadhaar OKYC) facility provided by the Unique Identification Authority of India ("UIDAI"), to check/verify/download/obtain/upload/update KYC details from/with the Central KYC Registry (CERSAI), and collection of data from DigiLocker provided by the Ministry of Electronics and Information Technology ("MeitY").
- d.** Communications relating to marketing and business promotions.
- e.** Storage of data as per RHPF's policy, in addition to regulatory and legal requirements.
- f.** E-Mandate registration with e-signature.

B. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

C. Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.

Application means the software program provided by RHPF, downloaded by You on any electronic device (referred to as “RHPF”, “We”, “Us”, or “Our” in this Policy).

Country refers to: India.

Device means any device that can access the Service, such as a computer, mobile phone, or digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Application.

Service Provider means any natural or legal person who processes data on behalf of RHPF, including third-party companies or individuals engaged by RHPF to facilitate, provide, or support the Service, or to assist RHPF in analysing how the Service is used.

Third-Party Social Media Service refers to any website or social network through which a User can log in or create an account to use the Service.

Usage Data refers to data collected automatically, either generated by use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

You means the individual accessing or using the Service, or RHPF, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

D. Collecting and Using Your Personal Data

1. Types of Data Collected — Personal Data

While using Our Service, We may ask You to provide certain personally identifiable information that can be used to contact or identify You. This may include: name, address, telephone number, email address, income, liabilities, passport number, Aadhaar number, PAN card number, mobile number, photograph/image, bank account details (including details linked to credit/debit payment instruments), credit score information, GST number, DigiLocker data, prior loan details and repayment track record, and any other personal details voluntarily provided by the customer, without limitation, subject to applicable Indian data protection law. This information is collectively referred to as “Information” in this policy.

2. Data Automatically Collected Through Device

Usage Data is collected automatically when using the Service, and may include Your device's IP address, browser type and version, the pages of our Service You visit, the time and date of Your visit, time spent on those pages, unique device identifiers, and other diagnostic data.

When You access the Service through a mobile device, We may automatically collect information including, but not limited to, the type of mobile device You use, Your mobile device's unique ID, IP address, mobile operating system, the type of mobile browser You use, unique device identifiers, and other diagnostic data.

3. Information Collected While Using the Application on Mobile/Electronic Device

If the User accesses RHPF's mobile app, website, software, or other digital platform, RHPF may require certain device permissions to provide functionality within the application, in accordance with applicable law/regulation. This enables a seamless experience for the User. The User must grant permission for the following, where applicable:

Sr No	Permission	Description	Purpose
1	Location	Allows app to access your location	Customer KYC, fraud prevention & analysis
2	Notifications	Allows app to send you notifications	Transactional and promotional communication
3	Files, Media and Storage	Allows access to your files	Servicing customer requests, downloading product/loan documents
4	Phone	Make and manage phone calls	Device/SIM binding for app security and account verification
5	SMS	Send and view SMS	Transactional communication, OTP-based authentication
6	Camera	Allows app to use your camera	Document upload for KYC/loan processing (e.g., capturing photographs of documents)

We assure you that:

- a.** The User has sole right and discretion to provide or withdraw permissions by managing device settings. Users may raise a request to erase app data, which will be erased by RHPF within a specified timeline.
- b.** Non-financial messages will not be accessed or stored.
- c.** Your data will be used solely for loan servicing, credit assessment, and fraud prevention purposes.
- d.** Data collected will be stored in encrypted format and can be deleted on personal request via support.
- e.** Any SMS/message data collected for verification purposes will be periodically purged every **[XX]** days.
- f.** We comply with all relevant data protection regulations to ensure the confidentiality and security of your data, in accordance with Government of India rules.
- g.** We do not store/collect your biometric data, unless permitted under extant statutory guidelines.

E. Use of Your Personal Data

RHPF may use Information collected from the User for the following purposes:

- a.** To provide the User with services incidental and/or ancillary to RHPF's business.
- b.** To promote RHPF's products/services.
- c.** For evaluation of existing and new RHPF products/services.
- d.** To render service to the User and receive feedback to improve products/services.
- e.** To comply with applicable law/regulation, including sharing credit reporting.
- f.** To the extent permitted by agreement/applicable law/regulation, to share or process User information in connection with products/services provided by RHPF or affiliated third parties.
- g.** To advertise exclusive offers, promotions, and location-based services related to financial products.
- h.** To provide and maintain our Service, including monitoring its usage.
- i.** To manage Your Account and Your registration as a user of the Service.
- j.** For the performance of a contract: development, compliance, and undertaking of the loan/purchase contract for products or services You have availed.
- k.** To contact You by email, telephone, SMS, or other electronic means regarding updates, service communications, or security updates.
- l.** To provide You with news, offers, and information about similar goods/services, unless You have opted out.
- m.** To manage and respond to Your requests.
- n.** For business transfers: to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale/transfer of assets, in which Personal Data may be among the assets transferred.
- o.** For other purposes, such as data analysis, identifying usage trends, and evaluating/improving our Service and marketing.

We may share Your personal information in the following situations:

- a.** With Service Providers, to monitor and analyze use of our Service and to contact You.
- b.** For business transfers, in connection with a merger, sale of assets, financing, or acquisition.
- c.** With Affiliates [(if any)], who will be required to honor this Privacy Policy.
- d.** With business partners, to offer certain products, services, or promotions.
- e.** With other Users, where You interact in public areas of the Service or register through a Third-Party Social Media Service; such information may be visible to other Users or contacts on that platform.
- f.** With Your consent, for any other purpose.

F. Security of Your Personal Data

Securing User information is of paramount importance to RHPF. We take the following steps to secure the privacy of User information:

- RHPF implements reasonable management, technical, and administrative measures, with sound technical controls, to safeguard information and secure underlying systems.

- RHPF conducts periodic internal and external audits of systems and adheres to applicable regulatory and statutory obligations. [[Confirm and list RHPF's actual information-security certifications, if any — e.g. ISO 27001.]]
- RHPF maintains data-discovery controls to track personal data across its assets, secured through encryption and masking, with access controls to ensure employees access data on a need-to-know basis only.
- RHPF has implemented information-security tools [[confirm actual tools/controls in place, e.g. DLP/SOC solutions]] to help prevent data leakage and monitor network activity.
- RHPF maintains an IT infrastructure support mechanism to keep systems updated with current security patches.

In all contractual arrangements, RHPF ensures compliance with appropriate standards from third-party agencies/service providers, with obligations to protect information and apply appropriate measures regarding its use and transfer. Any unauthorised use or sharing of information, breach of security procedures, unlawful use of information, or breach of confidentiality by a third-party service provider is subject to penalty as per the agreement executed between RHPF and such service provider.

The security of Your Personal Data is important to Us, but no method of transmission over the Internet or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

G. Data Storage, Handling, Transfer, Retention and Destruction of Your Personal Data

Sr No	Kind of Information	Retention Period
1	KYC documents (identity and address proof, account opening form)	During the tenure of the relationship and at least 5 years after cessation of the relationship
2	Loan files (application form, income documents, agreements, etc.), including in respect of closed accounts	During the tenure of the relationship and 5 years from closure of the loan
3	Customer walk-in complaint/suggestion register	3 years
4	Records of transactions between RHPF and User	5 years from the date of transaction
5	Deceased constituents' account records (death certificates, affidavits, letters of disclaimer, succession certificate copies, related correspondence)	8 years

[[These retention periods mirror standard RBI Master Direction/KYC norms for NBFCs — verify against RHPF's own board-approved records-retention policy before publishing.]]

Information may be retained for an extended period if required for any investigation under law, or as part of any requirement before a court, tribunal, or commission.

RHPF ensures that access to User data is sufficiently restricted using access controls and industry-standard encryption. RHPF maintains an incident-management system and a proactive incident-response posture. Where retaining customer information is no longer necessary, RHPF makes every effort to securely destroy or deal with it as per applicable regulations.

i. Handling by Service Provider

We may engage third-party service providers and individuals for the following purposes:

- To facilitate RHPF's products/services.
- To provide the Service on behalf of RHPF.
- To perform ancillary services related to RHPF's products/services.
- To assist RHPF in analysing how the Service is used.
- To assist RHPF in evaluating and improving service standards.

Third-party service providers/agents/agencies will have access to Your information on a need-to-know basis to assist RHPF in rendering the Service, and are restricted from using it for any purpose other than that specified at the time of data collection. Such providers are contractually obligated not to disclose or use the information beyond what is specified in the agreement executed with RHPF.

ii. Transfer of Your Personal Data

Your information, including Personal Data, is processed at RHPF's operating offices and in any other places where the parties involved in the processing are located.

Data is stored only on servers located within India. Where data is processed outside India, it shall be deleted from servers outside India and brought back to India within 24 hours of processing.

Your consent to this Privacy Policy, followed by Your submission of such information, represents Your agreement to that transfer.

RHPF will take all steps reasonably necessary to ensure Your data is treated securely and in accordance with this Privacy Policy, and no transfer of Your Personal Data will take place to an organization or country without adequate controls in place, including the security of Your data and other personal information.

H. Responsibility of User

The User acknowledges the following:

- a.** RHPF and its employees/assignees will not contact the User directly or indirectly to disclose personal information, except for the purposes stated above. The User is solely responsible for exercising due diligence to verify the identity of any individual contacting them before disclosing personal data, including by reaching out to RHPF's official customer care number available on RHPF's website.
- b.** RHPF will not be liable/responsible for any breach of privacy owing to the User's negligence.
- c.** The User shall only use RHPF's official website/links/app to avail products/services, by directly inputting the domain information in the address bar.
- d.** The User is aware of the potential risk of data/privacy breach and is solely responsible for any unauthorized disclosure/breach of personal data and any direct or indirect loss suffered due to the User's own conduct. The User shall exercise caution to ensure personal data (including passwords, financial information, account details) is not shared, stored, or made accessible through physical or electronic means, including by observing the following:
 - Always check for "https" in the website address bar before making any online transaction, to ensure the page is encrypted.
 - Avoid using third-party extensions, plug-ins, or add-ons on the web browser, which may risk tracking or theft of personal details.
 - Always type information manually and avoid using browser auto-fill.

- Do not access the darknet, unauthorized/suspicious/malicious websites, or download information from unreliable sources.
- Disable cookies before accessing any domain/website, to prevent tracking of personal information by third parties, unless consciously and knowingly permitted.
- Do not respond to generic emails from unknown/unidentified sources.
- Check the privacy policy of any website/application before proceeding with any transaction on it.
- Always verify and install authentic web/mobile applications from reliable sources on Your device.
- Do not access unidentified web links or electronic links shared over any electronic platform (email, SMS, social media, apps, etc.).

RHPF's Service may contain links to other websites not operated by Us. If You click a third-party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party sites or services.

I. Disclosure of Your Personal Data

Business Transactions

If RHPF is involved in a merger, acquisition, or asset sale, Your Personal Data may be transferred.

Law Enforcement

Under certain circumstances, RHPF may be required to disclose Your Personal Data if required by law or in response to valid requests by public authorities or statutory obligations (e.g., a court or government agency).

Other Legal Requirements

RHPF may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal/statutory obligation.
- Protect and defend the rights or property of RHPF.
- Prevent or investigate possible wrongdoing in connection with the Service.
- Protect the personal safety of Users of the Service or the public.
- Protect against legal liability.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page and, where required, through other reasonable means.

Contact Us

If You have any questions about this Privacy Policy, You can contact us in the branch.