

Nearby Technologies Private Limited

Data Privacy and Security Policy

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1. **Introduction**

Nearby Technology Private Limited ("**Company**" / "**Us**" / "**We**" / "**Our**") considers User relationship and data security to be an important component of their service offerings ("**Services**") through Our Website and Platform (as defined below). We are committed to maintaining the confidentiality, integrity and security of any personal information of our Users. We are proud of our privacy practices and the strength of our Platform and Website security and want you to know how We protect your information and use it to provide you with Services. This Data Privacy and Security Policy ("**Policy**") enables us guard against identity theft and provide security for User profiles and transactional history. We constantly re-evaluate this Policy and adapt it to meet data security standards and to deal with new challenges.

2. **Definitions**

In this Policy: (i) capitalised terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Applicable Law" includes all applicable Indian statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, board, recognised stock exchange, as may be applicable including but not limited to Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks, Business Correspondent Guidelines issued by RBI from time to time, Payment & Settlement Systems Act, 2007, Payment & Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Pre-paid Payment Instruments in India, and any other guideline in relation to pre-paid cards issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued thereunder including any successor Applicable Law;

"Company" / "Us" / "We" / "Our" shall mean Nearby Technologies Private Limited, a private limited company registered under Companies Act, 2013 and having its registered office at Office No. 1AB, Plot No. 103, Road No. 12, Arena House, MIDC, Andheri (E) Mumbai, 400093 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

"PayNearby Account" shall mean the access account created by a User to avail Services on Website and/or Platform;

"Person" shall mean any individual (including personal representatives, executors or heirs of a deceased individual) or legal entity, including but not limited to, any partnership, joint venture, corporation, trust, unincorporated organisation, limited liability company, limited liability partnership or governmental authority;

“Personal Information” shall mean any personally identifiable information provided to Us by a User for creation of a PayNearby Account or availing Services through Website and/or Platform; **“Services”** shall mean the services provided by Company through its Platform including but not limited to financial inclusion services in partnership with banks as business correspondent, distribution of financial products and services including loans, insurance products, investment services, issuance and sales of wallets and prepaid cards and non-financial nature products and services through the Platform in collaboration with various partners;

“User” / “You” / “Your”; shall mean any natural or legal person who has access to and is using Platform; and

“Website” / “Platform” shall mean shall mean and include www.paynearby.in, mobile application of Company, any successor website/ applications, any website of Related Entity or any other channel facilitated and permitted by Company including but not limited to App, any other digital medium including phone, displays, emails, social media interfaces, messaging interfaces, wallet, payment intermediaries using Company’s interface.

3. Collection, Storage and Use of Information

- 3.1. We collect Your Personal Information when You successfully submit information while creating Your PayNearby Account on Platform (**“User Information”**). User Information is the data that can be used to uniquely identify or contact a person and/or the business entity that a person represents and shall include, but not be limited to, Your Personal Information and such other information for the purposes of identification and verification.
- 3.2. Without prejudice to the generality of paragraph 3.1 above, We may request such additional User Information as may be required for accessing and availing any Services through Platform as may be specified in the terms and conditions of use of such Service.
- 3.3. By creating a PayNearby Account and by accessing Services, You authorize Us to collect, store, process, handle and use such User Information, in accordance with this Policy and any other terms and conditions of use of Platform and/or Services (as amended from time to time).
- 3.4. Personal Information provided by You is used by Us to improve Platform and/or Service. We do not share Your Personal Information with any third parties for commercial use or revenue generation.
- 3.5. We may share Personal Information such as Your name, mobile number and email address with third party service providers appointed by Us to for sending SMS / Email communications to You in relation to Platform and/or Services. We ensure that such third party service providers maintain strict confidentiality of Your Personal Information.

4. Representations and Warranties

- 4.1. By creating a PayNearby Account and accessing Services on Platform, You represent that You are at least the age of majority in Your state or province of residence.
- 4.2. You shall not, in the use of the Service, violate any Applicable Laws in Your jurisdiction.
- 4.3. You also understand and acknowledge that the use of the Platform requires internet and/or mobile connectivity. You shall bear the costs incurred to access and use the Platform and We shall not, under any circumstances whatsoever, be responsible or liable for such costs.
- 4.4. You shall be solely responsible for all activities undertaken through Your PayNearby Account, whether or not You have authorized such activities or actions and shall, at all times, keep Us indemnified in this regard.

- 4.5. A breach or violation of any of this Policy will result in an immediate termination of Services and may result in reporting to the law enforcement agencies.
- 4.6. In addition to other prohibitions as set forth in the Terms of Use, You understand and agree that You are prohibited from using the Platform or its Content:
- (i) for any unlawful purpose;
 - (ii) to solicit others to perform or participate in any unlawful acts;
 - (iii) to violate any international, federal, provincial or state regulations, rules, laws, or applicable ordinances;
 - (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
 - (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
 - (vi) to submit false or misleading information;
 - (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Platform, other Platforms, or the internet;
 - (viii) to collect or track the personal information of others;
 - (ix) to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - (x) for any obscene or immoral purpose; or
 - (xi) to interfere with or circumvent the security features of the Service or any related Platform, other Platforms, or the internet. We reserve the right to terminate your use of the Service or any related Platform for violating any of the prohibited uses.

5. **Accuracy and Completeness of Information**

- 5.1. You represent and warrant that You shall be responsible for accuracy and correctness of all User Information provided by You for creation of a PayNearby Account and for accessing any Services available on Platform.
- 5.2. For the purposes of internal verification and/or for compliance with Applicable Law including but not limited to e-KYC requirements, You may be required to submit such personal identification documents as may be required by Us from time to time. You shall remain solely responsible for accuracy and validity of all such personal identification documents.

6. **Third-Party Services**

- 6.1. We may allow You to access certain Services provided by third-party service providers, which we neither monitor nor exercise any control over.
- 6.2. You acknowledge and agree that We provide access to such third-party Services on an “as is basis” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of such third-party Services.
- 6.3. Any use by You of third-party Services offered through Platform is entirely at Your own risk and discretion and You should ensure that You are familiar with and approve of the terms on which third-party Services are provided by the relevant service provider(s).

- 6.4. We may also, in the future, offer new services and/or features through Platform (either by Us or by third-party service providers). Such new features and/or services shall also be subject to this Policy.

7. **Intellectual Property**

- 7.1. All copyright, database right and all other proprietary rights, title and interest in all information presented on Platform ("**Intellectual Property**") is owned by and/or licensed to Us or owned by and/or licensed to the provider of Services or is owned by and is or may be protected or covered by copyright, trade mark, intellectual property law and/or other proprietary rights, unless expressly stated otherwise.
- 7.2. Your use of Platform and/or Services does not confer on You or any other party, any licence or other rights under Intellectual Property or other proprietary rights of Company and/or provider of Services and/or of any third party, whether implied or otherwise.

8. **Disclosure of User Information**

- 8.1. Notwithstanding paragraph 3 above, We reserve the right to utilize, share and/or disclose User Information if:
- (i) required to do so to comply with orders of governmental authorities that have jurisdiction over it or as otherwise required by Applicable Law after providing You a written intimation prior to such disclosure; and/or
 - (ii) We determine, in Our sole discretion that disclosure of User Information is necessary to identify, contact, or bring legal action against you.

9. **Removal of Stored Information**

- 9.1. We ensure that any User Information stored with Us is and remains to be in Your ownership. Upon deletion of PayNearby Account, We will, to the reasonable extent possible, remove User Information stored with Us within 3 (three) months from the date of such deletion.
- 9.2. Notwithstanding the above, We reserve the right to retain such User Information that forms part of anonymized and aggregated data derived from User Information which may be used for improvement of our Platform and/or Services, to produce analytical reports, marketing, advertising or such other activities as We may deem fit.

10. **Indemnification**

You agree to indemnify, defend and hold harmless Us and Our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Your breach of this Policy or the documents they incorporate by reference (including terms and conditions of use of Platform and/or Services), or Your violation of any law or the rights of a third-party.

11. **Security Precautions**

To prevent any form of unlawful interception or misuse of User Information, We use reasonable physical, electronic and managerial procedures to safeguard and secure User Information collected. We use reasonable secure and technologically appropriate measures, in compliance

with the Information Technology Act, 2000 and the rules related thereto to protect You against loss or misuse of Your User Information including internal reviews of data collection, storage and processing practices and other reasonable security measures which are equivalent to security measures that We use to protect Our own confidential information. *However, as You are aware, no internet website or online platform is completely free of security risks and We do not make any representation in respect of the same.*

12. Change in Privacy Policy

We reserve the right to update, modify and amend any of the terms of this Policy, at any time without prior intimation to You. We will post these changes on Platform for Your information. These changes will become effective immediately on posting. We shall not be liable for any failure or negligence on Your part to review the updated Policy before accessing Platform and/or availing Services. Your continued use of the Platform, following changes to this Policy, will constitute Your acceptance of those changes.

13. Contacting Us

If You have any queries regarding: (i) this Policy; (ii) information and/or Services available on Platform, or (iii) Your dealings with Us or believe that We have not adhered to it, You may contact Us at customercare@paynearby.in

14. Email Opt-Out

You can opt out of receiving Our marketing and update emails. To stop receiving Our promotional emails, please email compliance@paynearby.in. It may take about ten days to process Your request. Even if You opt out of getting marketing messages, We will still be sending You transactional messages through email and SMS in relation to Your PayNearby Account and Services availed by You.