**CapSolve Technologies Private Limited (MoneyMitr) Privacy Policy Overview**

1. **Privacy Policy**

This privacy policy describes how we handle your personal information. We collect, use, and share personal information to help the MoneyMitr’s website ("MoneyMitr") work and to keep it safe (details below). In formal terms, CapSolve TechnologiesPrivate Limited known as “**MoneyMitr**”, acting itself, is the "data controller" of your personal information. This policy is retrospective from May 09, 2025

 **2. Company Information**CapSolve Technologies Private Limited (“MoneyMitr,”, “CapSolve”, “we,” “our,” “us”, “Company”) is an Indian company with CIN No.  U66190MH2025PTC448016. , headquartered at Felix Gonsalves, Chawl Sai Baba Mandir, Airport (mumbai), Mumbai, Mumbai, Maharashtra, India, [400099](https://www.falconebiz.com/company/400099.html%22%20%5Co%20%22). MoneyMitr develops technology products and platforms for businesses and merchants, offering the credit solutions through its Website, App, and partner platforms. Additionally, MoneyMitr provides certain data processing services. Our products are made available through partnerships with licensed financial institutions (“Partner Lenders”) registered with the Reserve Bank of India (RBI), allowing us to offer financial products and services.

**2. Purpose of the Privacy Policy**

**a.** This Privacy policy (‘‘Privacy Policy’’) is meant to help you understand what information we collect, why we collect it, how such information is used and how you can update, manage, export, and delete your information while you access to the Platform (hereinafter referred to as “Services”). **b**. Further this Privacy Policy aims to inform you about how MoneyMitr collects, stores, uses, discloses, and processes your Personal Information, including Sensitive Personal Information (defined below) when you:
i) Use our website (https://www.moneymitr.com/), App, or platforms of our partners (“Platforms”).
ii) Access our products or services, either directly on our Website, App, or Platforms, or through a merchant/partner platform.

**c.** If you do not agree with this Policy, you are requested, not to use our Services or share herewith your personal data.

**d**. This Policy constitutes a legal agreement between you, referred as the user of the Platform and the Company referred as the owner of the Platform. The User must be a natural person who has attained the age of majority. If the User has not attained the age of majority, the User must read through this Privacy Policy with his/her legal guardian, and in such a case this Privacy Policy shall be deemed to be a contract between the Company and User’s legal guardian and to the extent permissible under applicable laws, enforceable against the User.

By visiting or accessing the Platform and voluntarily providing Us with information (personal and/ or non- personal), the User hereby agrees to Our collection, storation and use of provided information in accordance with this Privacy Policy. This Privacy Policy does not apply to third-party platforms/ applications that are connected via links to the Platform.

The use of the Platform by the User will be governed by this Privacy Policy as applicable to the Platform together with all policies, notices, guidelines, disclaimers that are published and shared with the User from time to time which are incorporated herein by way of reference including but not limited to Terms of Use and such other terms as may be applicable to the User in his/her capacity as a user of the Platform. This Privacy Policy shall be enforceable against the User in the same manner as any other written agreement.

The Company may update this Privacy Policy from time to time as per the applicable and/or enforceable laws, rules and regulations or to maintain such compliance needed to be in regard of the same. The User must review the Privacy Policy periodically or at a regular interval for the latest information on our privacy practices prior to sharing of information or use of the Platform hereof.

The purpose of this Policy is to ensure that the information provided by the User is used, processed, disclosed, and stored in accordance with the applicable laws. The information stored in such manner shall be protected by the Company in accordance with the terms and conditions set out in this Privacy Policy.

**By using our Website, App, Platforms, or services, you agree to our Privacy Policy and the Terms & Conditions of the respective platform.**

We may require specific consent to collect, store, use, disclose, or process your Personal Information, including Sensitive Personal Information. By providing consent on our Website, App, or Platforms, you acknowledge the application of this consent to all data shared with us, both past and present.

**3. Definitions**

* **Personal Information:** Information that can identify an individual, directly or indirectly.
* **Sensitive Personal Information:** Personal details related to financial information, passwords, biometric data, health conditions, etc., but excludes information in the public domain.

**4. Categories of Personal Information Collected**Based on your interaction with us, we may collect different categories of information, including but not limited to:

* **Identity Information:** Name, title, age, user ID, gender, and date of birth.
* **Contact Information:** Phone number, address, email, and billing information.
* **Financial Information:** Bank account details, card information, salary, and income details.
* **Identification Information:** KYC documents, PAN, GST Number.
* **Payment Information:** Payment gateway ID, issuing bank details, transaction details.
* **Usage & Technical Information:** IP address, device type, location, geo-location, and browsing behavior.
* **Credit & Lending Information:** Credit scores, income details, financial assessments, and partner-provided data.
* **Marketing & Communication Information:** Communications with support, behavioral data, and marketing preferences.
* **SMS Log:** Transactional data for credit risk assessment, personalized promotions, and fraud prevention.
* **Location Data:** GPS, IP, cell tower location, or cached location for fraud prevention, address verification, etc.

**5. Information Access by Partner Lenders**We may provide limited access to your phone data to our Partner Lenders for credit risk assessment, solely during the loan application process. MoneyMitr does not access, collect, or store phone data directly, except for specified purposes. Our focus is on minimal data storage necessary to support our services.

**6. Non-Personal Information Collection**We may collect and use non-personal, anonymized, or aggregated data for analysis, research, or statistical purposes, in line with this Privacy Policy.

**7. Handling of Sensitive Personal Information**We may collect and process Sensitive Personal Information, such as specific Financial Information, only when necessary for service delivery, with secure processing and compliance with applicable laws.

**8. Third-Party Links and Data Collection**Our Website, App, and Platforms may contain links to third-party websites and applications, which may collect and use your Personal Information. MoneyMitr does not oversee these third-party entities and is not responsible for their data collection practices. For information collected by these third parties, please review their respective privacy policies.

**Collection of Information**

In order to provide Services, we require certain user information and may obtain the same through user-provided data or automatic data collection. Our servers are located in India and processed in Mumbai,Maharashtra, India. Therefore, if you choose to provide us with personal information, you are consenting to the transfer and storage of that information on our servers. We collect and store the following personal information:

a) We collect such information that may be used to identify you (“Personal Information”) including, but not limited to, name, e-mail ID, photograph, location, AADHAR card number, PAN card number and other contact information

1. age, gender, camera, microphone and other demographics
2. details of KYC (Know Your Customer) documents, bank account, bank statements, financial documents, income proof, vehicles and vehicle tracking
3. CKYC process
4. particulars of NACH (National Automated Clearing House) mandate and PDC’s (Post Dated Cheque).

Further you are consenting to adhere to bank/NBFC/FI’s terms and conditions with regards to use and sharing of your personal information including your contact no, KYCs, Aadhar and other personal details.

In addition to above, we may collect such information that the User may provide to Us by filling in various forms on the Platform. The Personal Information is collected from the User in a voluntary fashion when the User provide the credentials on the Platform. However, it is clarified that the Personal Information may also contain any chats, texts, videos, audios, files which are used or shared by the User, either alone or in conjunction with any other user of the Platform and any such chats, texts, videos, audios, files may be recorded and/or stored by the Platform.
 **b.** We also collect certain information either when you provide it while using the Platform or Services and / or as you navigate through the Platform (which may include usage details, IP address, device ID and type, your browser type and language, the operating system used by your device, access times, and information collected through cookies, web beacons and other tracking technologies). You hereby agree that we may use such information to do internal research on our Users' demographics and medical history to better understand, protect and serve our Users.

**c.** We also collect such information from your user ID which are associated with any social media account (such as your Facebook and Google account) that users use to sign into the Platform or connect with or use of our Services in consent with. When you sign in with your social media account information, or otherwise connect to your social media account with the Platform, you hereby consent to our collection, storage, and use, in accordance with this Privacy Policy, of the information that you make available to us through the social media interface. This includes, without limitation, any information that you have made public through your social media account, information that the social media service shares with us or information that is disclosed during the sign-up and sign-in processes.

**d.** If another User allows us to collect information from his or her device phonebook—and you are one of that User’s contacts—we may combine the information we collect from that User’s phonebook with other information we have collected about you. We may also obtain information from other sources and combine that with the information we collect through the Platform.

The User is required to ensure that the User’s contact information and preferences are accurate, complete, and up to date by logging/signing into the User account. We shall also provide the User with the opportunity to request correction of data relating to the User Personal Information if the same is inaccurate or delete the data. Further, we may decline to process requests which We find to be in contrary to the terms laid down under this Privacy Policy, the Terms of Use or any applicable laws, or which require disproportionate technical effort, jeopardize the privacy of others or are extremely impractical. Further, we have the right to take appropriate legal action for inaccuracy of information or any misrepresentation made by you.

**e.** We use data collection devices such as "cookies" on certain pages of the Platform to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety. Cookies are small files placed on your hard drive that assist us in providing our Services. We offer certain features that are only available using a cookie. Cookies can also help us provide information that is targeted to your interests.

 User shall grant the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license for content that is covered by intellectual property rights, like photos and videos (IP License). This IP License shall end when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period (but will not be available to others).

To serve you better and improve our Platform, we may collect the following information:

1. The Company Device ID & call information to enable the Company to receive the phone status and identity;

ii. Access and read your storage and modify or delete the contents of your storage;

iii. Access and read your phone status and identity;

iv. take pictures and videos from your camera;

v. Track your GPS locations as may be required;

vi. receive data from Internet;

vii. close other apps on your device

viii. read Google service configuration;

ix. prevent device from sleeping;

x. run at startup;

xi. draw over other apps;

xii. full network access;

xiii. view network connections and

xiv. control vibration on your device.

### **2.2 Information Collected from Third Parties or Public Sources**

We also collect Personal Information from third parties, business partners, publicly available sources, and as allowed under Indian law. Examples include:

a. Merchants, marketplaces, resellers, banks, payment partners, and financial institutions may share your Personal Information for eligibility checks. We encourage reviewing their privacy statements for information on how they handle your data.
b. Independent third parties may provide data for internal analysis, credit checks, etc. Partner Lenders may share information necessary for providing their services to you.
c. Partner Lenders may provide Phone Data for operational needs, such as for referral outreach.
d. Social platforms and networks may share information with us if you connect your account to a MoneyMitr product or enable cookies on our Website, Platform, or App.
e. Financial institutions and fraud prevention agencies may share data with us for fraud, risk assessment, or identity verification, as required to provide services, goods, or finances.
f. Credit information companies, such as TransUnion CIBIL Limited,Experian, provide us with credit data for sharing with Partner Lenders and their service providers.
g. Third-party service or technology providers who aggregate data from publicly available sources under contract with MoneyMitr to support our operations.
h. E-commerce platforms, merchants, or third parties may share data with us if they have obtained your consent or through legal means under Indian law.
i. Publicly available sources as per applicable Indian laws.

This structured approach ensures your Personal Information is handled responsibly and as required to deliver our services securely.

**Processing of Sensitive Personal Information**

MoneyMitr Social Private Limited (“MoneyMitr”) only processes Sensitive Personal Information with your explicit consent, as outlined in this Privacy Policy. Through this Policy, we seek your consent and provide notice regarding the collection, processing (including usage and storage), disclosure, or sharing of your Sensitive Personal Information for purposes detailed below. If Indian laws require specific consent for certain activities, we will request such consent periodically. For information from third parties, we rely on the consent they obtain on our behalf.

If you choose not to share certain information, it may limit the functionality of the Website, App, or Platform, impacting our ability to process your information and potentially restricting access to related services.

**Purpose of Processing Personal Information**

MoneyMitr processes your Personal Information, including Sensitive Personal Information, for the following purposes:

### **4.1 Verification, Authentication, and Authorization**

To verify your identity and authorize your use of MoneyMitr’s products and services, we process Personal Information such as Identification Information, Contact Information, Financial Information, and Account Log-In details. This includes KYC and risk assessments to confirm eligibility based on your role (merchant, consumer, borrower, etc.) and legal requirements in India.

### **4.2 Processing Transactions**

Personal Information is necessary for transaction requests, depending on the MoneyMitr product or service and may include additional details required by our partners, such as financial institutions. This data is essential for processing credit-related transactions or payments on our Website, App, or Platforms and to dispatch transaction-related communications such as welcome letters, billing reminders, and purchase confirmations;

### **4.3 Providing Services and Products**

We process Personal Information to provide products and services from MoneyMitr, our group entities, or partners. This also helps enhance your experience across Platforms, Websites, and merchant platforms.

### **4.4 Risk Assessment and Analysis**

Personal Information is used for internal risk evaluations, KYC checks, and fraud prevention to improve service quality and develop risk models.

### **4.5 Legal Compliance and Business Protection**

To meet regulatory and legal standards, we use Personal Information for:

a. Account authentication, fraud protection, and identity verification. b. Reporting user behavior related to financial obligations to authorized agencies. c. Verifying and ensuring compliance with KYC norms and payment scheme rules. d. Addressing legal claims and resolving disputes involving MoneyMitr or third parties. e. Processing requests for opting out of services from MoneyMitr or its partners. f. Business continuity, including data retention for reference and cross-checking (g) . To prevent any kind of abuse, trolling or other acts which may be contrary to law or detrimental to the interest of any other user of the Platform or person;

### **4.6 Customer Relationship Management**

For service updates, assistance, and communications, we process Personal Information when you contact us, register, or subscribe. This data supports notifications, service improvements, fraud monitoring, and contract fulfilment with our Lending Partners and third parties.

### **4.7 Marketing**

We use Personal Information to promote MoneyMitr’s products, partner offerings, events, and marketing campaigns. Analysis of usage patterns and preferences helps us develop and tailor offerings, either directly or through partners.

### **4.8 Research and Development**

MoneyMitr uses Personal Information to:

a. Analyze market trends and innovate new products/services. b. Assess visitor usage of our Website, App, and Platforms. c. Personalize customer and merchant relationships. d. Provide merchants with statistical insights and reports based on user data.(e) Monitor aggregate metrics such as total number of viewers, visitors, traffic, and demographic patterns; (f) To notify you regarding the account, to troubleshoot problems with the account, to resolve a dispute, to confirm yours’s identity to ensure that you are eligible to Use the Platform;

This Privacy Policy ensures that MoneyMitr processes your information responsibly and in accordance with applicable regulations.

### **4.9 Credit Risks and Assessment**

For the purpose of credit risk assessment and to facilitate faster disbursal and providing faster financial solutions to enhance the user experience over the platform, MoneyMitr may proceed to take further information in this regard, if permitted or allowed by you.

Financial SMS – MoneyMitr collects and monitor financial transaction SMS details received from Banks/NBFCs/FIs/Regulated Other entities, or any such entities related thereto in this regard and related activities, such as transaction, transaction parties, description of transaction, and the amount of transaction.

The credit risk assessment enables us to perform faster disbursal, providing faster financial solutions and enhanced user experience and to further serve you better. No Personal SMS data is collected or read of your device without your permission or unless you allow us to do so.

Also, we may share the certain information with our registered 3rd party or service provider securely in this regard subject to your approval and permission.

**4.10 Additional**

 **(a)** We reserve the right to use or disclose your Personal Information in response to subpoenas, court orders, warrants, or legal process, or to otherwise establish or exercise our legal rights or defend against legal claims or in the event where you violate or breach an agreement with us. We will use and disclose your Personal Information if we believe that, you will harm the property or rights of the Platform, its owners, or those of the Platform’s other users. Finally, we will use or disclose your Personal Information if we believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person or property, violations of the Platform’s other policies, or as otherwise required by law when responding to subpoenas, court orders and other legal processes.

(b) If We believe that disclosure is necessary or appropriate to protect our rights, property, or safety, our Users or others, we may in good faith share information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

(c) You hereby agree that we may use your Personal Information to improve our marketing and promotional efforts, to analyse site usage, improve the Platform's content and service offerings, and customize the Platform's content, layout, and services. These uses improve the Platform and better tailor it to meet your needs, so as to provide you with an efficient, safe and customized experience while using the Platform.

(d) You hereby agree and accept that MoneyMitr or It’s Authorized Lending Partner may at its sole discretion by itself or through authorized persons, agencies, bureaus may verify and information given, check credit references, perform credit assessments, employment details, financials risk assessments and obtain credit reports to determine creditworthiness from time to time

**Disclosure of Personal Information**

**5.1** We may share your Personal Information, including Sensitive Personal Information, with our Partner Lenders or other relevant entities as required for efficient service provision. This disclosure enables these entities to:

* Provide support and technical services to MoneyMitr and receive similar services from them.
* Offer their own products and services to you, including combined services and products.

**5.2** Your Personal Information, including Phone Data, may be shared with Partner Lenders to assess your eligibility for loans or credit facilities. This data access allows Partner Lenders to conduct credit risk assessments and related activities concerning your loan or credit applications. We recommend reviewing Partner Lenders' privacy policies to understand their data processing practices.

**5.3** Partner Lenders may, as required by law, share or disclose your credit information and KYC details with affiliates, group companies, MoneyMitr, or agents and service providers, including for purposes such as:

* Evaluating your applications for credit facilities with Partner Lenders or MoneyMitr.
* Conducting credit assessments and due diligence.
* Monitoring your creditworthiness for such facilities.

**5.4** We may also share your Personal Information, including Sensitive Personal Information, with external third parties such as:

* Financial institutions and third parties to help them understand your preferences and habits for marketing and offering tailored services.
* Merchants, as per our service agreements, which may be facilitated through third-party payment aggregators or referral partners.
* CKYC (Central KYC Registry), as required under Indian law.
* Service providers or vendors assisting in business operations, including KYC verification, eligibility checks, and data storage, as needed by Partner Lenders.
* Entities we plan to merge with or acquire, ensuring they follow this Privacy Policy.
* Law enforcement, government authorities, fraud detection agencies, and others when legally required (e.g., subpoenas, court orders).

MoneyMitr ensures that all third-party service providers processing your Personal Information under our contracts have appropriate organizational and technical safeguards as per Indian law. We will obtain explicit consent before sharing Personal Information, except when sharing is required for regulatory compliance.

For more details on service providers or third parties with whom your data may be shared, please contact us at founder@moneymitr.com

**Marketing**

You may receive marketing communications about MoneyMitr’s or third parties' products and services if you've provided us with your Personal or Sensitive Personal Information. Such communications may be delivered by email, SMS, app notifications, or on social media and other platforms. If you prefer not to receive these communications, you may opt out by clicking the unsubscribe link or contacting us at founder@moneymitr.com

**Review & Alteration of Information**

We strive to accurately record all information provided on the Platform from time to time and as applicable.
a) We encourage you to review, correct, update, and/or change your account information or Personal Information at any time.

b) You may also amend, modify or delete your information at any time on the Platform. However, we may retain certain information as required by law or for reasonable business purposes.

c) You have a right to review, update, correct, and delete your information; subject to our records retention policies and applicable laws, including any statutory retention requirements.

d) We reserve the right to delete your account at any time if we find that the personal information provided by you is inaccurate, incomplete, or irrelevant for legitimate purposes, or are being processed in a way that infringes any applicable legal requirement.

**Data Retention**

All data collected by MoneyMitr will be stored on Indian servers and will not be transferred internationally, ensuring compliance with applicable laws. Personal Information will be retained for as long as operationally necessary, subject to contractual, regulatory, and legal requirements. In general, MoneyMitr will retain Personal Information for up to five years. However, Partner Lenders may retain your information until all relevant obligations are met.

**Individual Rights**

MoneyMitr allows you to exercise privacy rights in line with applicable data protection laws. These include the rights to:

* Review, correct, or rectify Personal Information: You may request updates to inaccurate information.
* Access records of your Personal Information: You may request to see records of Personal Information, subject to identity verification.

For deletion requests or consent withdrawal, please contact us at founder@moneymitr.com Note that data deletion may limit or discontinue certain services.

**Confidentiality**

We treat your use of MoneyMitr with the utmost respect for your privacy. Except for anything not disclosed above, we keep your information disclosed to the Listed Professional confidential, keeping only non-decimated "file" copies for reference in case of legal dispute. We will use commercially reasonable efforts to protect and secure the same. However, we shall not be liable for any damage/loss/ exposure caused to the information collected by us.

**Compliance with Data Protection Regulations**

The information we obtain from or about you may be processed and stored in India and our other various servers located across the PAN India, which may provide for different data protection rules than the country in which you reside. We comply with generally accepted industry standard regulations regarding the collection, use, and retention of data. By using the Platform and/or Services, you consent to the collection, transfer, use, storage and disclosure of your information as described in this Privacy Policy, including to the transfer of your information outside of your country of residence.

**Measures taken to Protect Your Information**

We have implemented appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your information and to maintain data security. Further, we secure the sensitive personal information in accordance with the standards equivalent to **ISO 27001**. These safeguards consider the sensitivity of the information that We collect, process and store and the current state of technology. We store and process your information on reputed web service cloud servers. We impose contractual obligation if in any case We outsource the task of data processing. We follow generally accepted industry standards to protect your information submitted to us, both during transmission and once received, including the use of vault and tokenization services from third-party service providers.

While We strive to use commercially acceptable means to protect your information, We cannot guarantee its absolute security and thereby usage in a manner that is inconsistent with this Privacy Policy.

We neither accepts nor assumes any liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. We do not, under any circumstances, represent that our platform is completely void of malware including but not limited to viruses, spywares, cancel bots, Trojans, time bombs and any such application, which may be placed on our platform without our knowledge. However, We shall take all the necessary and reasonable steps to ensure that our platform is free from the above-mentioned malware.

You also play a key role in keeping your information secure. Using unsecured Wi-Fi or other unprotected networks to submit messages through the Platform is never recommended. You should not share your username, password, or other security information for your account or the device through which you access our Platform and/or Services (as the case may be) with anyone. If We receive any instructions through any account or device or any other medium bearing your information, we will consider that you have authorized the instructions. Please remember that if you post any of your Personal Information in public areas of the Platform such as in online forums or chat rooms, or in the Platform's searchable database, or share such information with anybody else, such information may be collected and used by others over whom we have no control. We are not responsible for the use made by third parties of information you post or otherwise make available in public areas of Platform or share with any other person.

**In the Event of Change of Control**

In the event of the change of control of the Company due to the merger with a third party, acquisition, bankruptcy or other change of control, we reserve the right to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your Personal Information is treated, transferred, or used

**Security**

Protecting your Personal and Sensitive Information is important to us. We implement physical, technical, and managerial measures to maintain information integrity and security. In case of a data breach, we will inform you and relevant authorities as legally required.

**Information of Minors**

MoneyMitr does not knowingly collect or use minors' information without parental consent. Our services are not intended for minors, and any unintentional collection will be deleted in line with Indian law.

**Changes to this Privacy Policy**

We reserve the right to update, change or modify this Privacy Policy at any time to reflect any (including but not limited to) changes in the law, the data collection and practices, the features of the Platform or Services, or advances in technology. The amendment to this Privacy Policy shall come to effect from the time of such update, change or modification and the same will be published here.You are requested to review the Privacy Policy carefully from time to time. Use of information collected is subject to the Privacy Policy in effect at the time such information is used. The changes to this Privacy Policy shall be treated as read, recognized, understood, consented and accepted if you continue to use the Platform or Services post such changes**Governing Laws and Dispute Resolution**

This Privacy Policy shall be governed by and construed in accordance with the Arbitration and Conciliation Act 1996, or such similar laws of India which are not in conflict with each other. Such shall be subjected to the exclusive jurisdiction of the competent courts of Bangalore, Karnataka, India.

**Acceptance**

You hereby agree that MoneyMitr and its affiliate(s) may contact you either electronically or through phone, to understand your interest in the selected products and services and to fulfil your demand. You also hereby agree that MoneyMitr reserves the right to make your details available to any of our authorized members/ agents or partners and you may be contacted by them for information and for sales through email, telephone and/or text message. You agree to receive promotional materials and/or special offers from MoneyMitr through calls, email or text message. If you are in any doubt as to the suitability, adequacy or appropriateness of any product or service referred to on this Website, we suggest that you seek independent professional advice before you obtain any product or service via this Website. As a User of this Website, you have agreed to the Terms & Conditions that MoneyMitr has provided hereunder or anywhere else in this Website, including but not limited to disclaimers on this Website. You are advised to read and understand the said Terms & Conditions and in case you do not wish to agree to these Terms & Conditions, please do not use the Website.

**CONSENT IN RELATION TO ACCESS TO CREDIT INFORMATION THROUGH CREDIT RATING AGENCIES (CRAs)**

This End User Agreement (the “Agreement”) is made between you (the “User” or “You”) and CapSolve Technologies Private Limited ( known as “MoneyMitr”, a private limited company incorporated under the Companies Act, 2013 and having its registered office at Felix Gonsalves, Chawl Sai Baba Mandir, Airport (mumbai), Mumbai, Mumbai, Maharashtra, India, [400099](https://www.falconebiz.com/company/400099.html%22%20%5Co%20%22)

(“CLIENT”, “Us” or “We” or “MoneyMitr”, which term shall include its successors and permitted assigns). The User and CLIENT shall be collectively referred to as the “Parties” and individually as a “Party”.

You hereby consent to MoneyMitr and it’s Authorized Lending Partners being appointed as your authorised representative to receive your Credit Information on an ongoing basis until the eligibility (“End Use Purpose”) is satisfied or expiry of 6 months from date the consent is collected; whichever is earlier.

BY EXECUTING THIS AGREEMENT / CONSENT FORM, YOU ARE EXPRESSLY AGREEING TO ACCESS YOUR CREDIT INFORMATION REPORT AND CREDIT SCORE, AGGREGATE SCORES, INFERENCES, REFERENCES AND DETAILS (AS DEFINED BELOW) (TOGETHER REFERRED AS “CREDIT INFORMATION”). YOU HEREBY ALSO IRREVOCABLY AND UNCONDITIONALLY PROVIDES EXPLICIT CONSENT TO SUCH CREDIT INFORMATION BEING PROVIDED BY CREDIT RATING AGENCIES TO YOU AND CLIENT BY USING CRAs TOOLS, ALGORITHMS AND DEVICES AND YOU HEREBY AGREE, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN.

**Terms and Conditions:**

Information Collection, Use, Confidentiality, No-Disclosure and Data Purging

CLIENT shall access your Credit Information as your authorized representative and CLIENT shall use the Credit Information for limited End Use Purpose consisting of and in relation to the services proposed to be availed by you from CLIENT. We shall not aggregate, retain, store, copy, reproduce, republish, upload, post, transmit, sell or rent the Credit Information to any other person and the same cannot be copied or reproduced other than as agreed herein and in furtherance to applicable law including the CICRA.

The Parties agree to protect and keep confidential the Credit Information both online and offline.

The Credit Information shared by you or received on by us on your behalf shall be destroyed, purged, erased immediately upon the completion of the transaction/ End Use Purpose for which the Credit Information report was procured, this period not being longer than 6 months.

**Governing Law and Jurisdiction**

The relationship between you and CLIENT shall be governed by laws of India and all claims or disputes arising there from shall be subject to the exclusive jurisdiction of the courts of Mumbai.

**Definitions:**

Capitalised terms used herein but not defined above shall have the following meanings:

“**Business Day”** means a day (other than a public holiday) on which banks are open for general business in Mumbai.

“**Credit Information Report**” means the credit information / scores/ aggregates / variables / inferences or reports which shall be generated by CRAs

**“Credit Score”** means the score which shall be mentioned on the Credit Information Report which shall be computed by Experian/TransUnion.

**“CICRA**” shall mean the Credit Information Companies (Regulation) Act, 2005 read with the Credit Information Companies Rules, 2006 and the Credit Information Companies Regulations, 2006 and shall include any other rules and regulations prescribed thereunder.

 PLEASE READ THE ABOVEMENTIONED TERMS AND CONDITIONS AND CLICK ON “ACCEPT” FOLLOWED BY THE LINK BELOW TO COMPLETE THE AUTHORISATION PROCESS/ FOR SHARING OF YOUR CREDIT INFORMATION BY CRAs WITH CLIENT IN ITS CAPACITY AS YOUR AUTHORISED REPRESENTATIVE.

BY CLICKING “ACCEPT” YOU AGREE AND ACCEPT THE DISCLAIMERS AND TERMS AND CONDITIONS SET OUT HEREIN.

You undertake and acknowledge that, for the purpose of assessing your credit worthiness, MoneyMitr and its affiliate(s) are authorized to pull from CIBIL and/or any other agency authorized by RBI,

I)data of the applicant(s), directors, group companies, and any other individuals who are involved in the said business, on behalf of which this loan/lease application is made;

II) CIBIL and/or any other agency so authorized may use, process the said information and data disclosed by MoneyMitr and it's affiliate(s) in the manner as deemed fit by them;

III) CIBIL and/or any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf;

IV) For the purpose of verification of my/our personal data, MoneyMitr and it's affiliate(s) are authorized to pull from Central KYC Records Registry, ‘Know Your Customer’ data of the applicant(s), directors, group companies, and any other individuals who are involved in the said business, on behalf of which this application is made

**and**

V) For the purpose of assessing our credit worthiness, MoneyMitr and it's affiliate(s) are authorized to fetch Goods and Service Tax returns/data, of the applicant(s), group companies, on behalf of which this loan application is made.

As a website user, you agree and provide consent to receive all communications at the mobile number provided, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorise MoneyMitr to share/disclose the information to any third party service provider or any affiliates, group companies, their authorised agents or third party service providers.

**(or)**

Notwithstanding User’s registration with National Do Not Call Registry (In Fully or Partly blocked category under National Customer Preference Register set up under Telecom Regulatory Authority of India), you hereby expresses your interest and accord its wilful consent to receive communication (including commercial communication) in relation to MoneyMitr. User further confirms that any communication, as mentioned herein above, shall not be construed as Unsolicited Commercial Communication under the TRAI guidelines and User has specifically opted to receive communication in this regard on the telephone number provided by the User.

**Exclusion**

This Privacy Policy does not apply to any information other than such information collected by the Company through the Platform. This Privacy Policy shall not apply to any unsolicited information the User provide Us through this Platform or through any other means. This includes, but is not limited to, information posted to any public areas of the Platform. All such unsolicited information shall be deemed to be non-confidential, and the Company shall be free to use, process or disclose such unsolicited information without any limitations. We make no representation that the content contained on the Platform is appropriate. The Company’s responsibility with respect to such information shall be as per the applicable laws. If the User intend to use or access the Platform from outside territory as may be defined by the Company from time to time, the User may do so at the User’s own risk and is responsible for compliance with the laws of such jurisdiction.

**Severability**

We have taken every effort to ensure that this Privacy Policy adheres with the applicable laws, rules and regulations. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Privacy Policy. This Privacy Policy does not apply to any information other than the information collected by the Company through the Platform.

**Waiver**

Any rights or remedies under this Privacy Policy may be waived, only if provided 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.

**Choice/Opt-Out/Deletion/Correction**

Company provides all its Users with the opportunity to opt-out of receiving non-essential communications from Us or on behalf of Our partners after setting up an account.

If the User wants to remove the User’s contact information from all Our lists and newsletters, please write to us at founder@moneymitr.com with “unsubscribe” as the subject or any button provided on the Platform, as the case maybe.

b) If the User wishes to have the information or data that the User have provided to the Company deleted, the User can always do so by sending a request to us on the above-mentioned e-mail id.

c) The User may note that correction or deletion of certain information or data may lead to cancellation of the registration with the Platform or access to certain features of the Platform the User also agrees and acknowledges that certain data or information cannot be corrected or deleted or prohibited to be deleted as required under any applicable law, law enforcement requests or under any judicial proceedings.

d) Any information that is sought to be deleted, whether upon deactivation of the User’s account on the Platform or otherwise, shall be deleted from the user interface of the Platform but may be retained on the servers of the Company for such period as may be required under applicable laws, Terms of Use or as per the policy of the Company or any third-party vendor engaged by the Company.

e) The User acknowledges and agrees that the Company and/or any third-party vendor engaged and authorised by the Company shall be entitled to retain such information to the extent required under this clause and the Company disclaims any liability or obligation not specifically agreed hereunder with respect to such information. The User also agrees that any aggregated information or data based on the analysis or benchmarking activity undertaken by the Company, either manually or through related algorithms, shall be the sole property of the Company and the Company shall neither have the obligation to delete it or provide such aggregated information or data to the User.

**Discrepancies and Grievances with the Company**

In case of any discrepancy or grievance with respect to all or any information shared with the Company, please feel free to contact at the grievance officer.

We assure you that we shall ensure implementation of this Privacy Policy and shall make the Policy available to individuals and redress the grievances of the user expeditiously within 2 (two) months from the date of receipt of grievance.

The User’s grievances, questions regarding this Privacy Policy should be directed to Our grievance officer mentioned below:

Name of the Grievance Officer : Parashar Shinde

Email Id : founder@moneymitr.com

**How to Contact Us**

MoneyMitr Social Private Limited is responsible for data processing on this website, app, and platform. For questions or complaints, please contact:

**Grievance Officer,**

**Parashar Shinde
CapSolve Technologies** **Private Limited,**4TH FLOOR No.17, Corporation Qtrs, Berlie Street 2nd Cross, Shanthi Nagar, Bangalore - 560025