

Privacy Policy

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Welcome to the FIS-FTPL mobile app and www.fis-ftpl.com, operated and owned by Finwizard Technology Pvt Ltd (“**Company**” or “**FIS-FTPL**”), who values its Customers and ensures the confidentiality, integrity and security of its Users’ and Users’ family’s personal information, at all times. Hence, this privacy policy (“**Policy**”) is to familiarize the Users with the manner in which we collect, use and disclose the information received through the Website.

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) (A) OF THE INFORMATION TECHNOLOGY (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 AND RULE 4 OF THE (INDIAN) INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011 FRAMED UNDER THE (INDIAN) INFORMATION TECHNOLOGY ACT, 2000 (AS AMENDED FROM TIME TO TIME) THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE PLATFORM.

BY ACCESSING OR USING THE WEBSITE, USER UNCONDITIONALLY ACCEPTS AND AGREES WITHOUT LIMITATION OR QUALIFICATION TO THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS POLICY, PLEASE DO NOT PROCEED OR CONTINUE FURTHER TO USE THIS WEBSITE.

1. DEFINITIONS

- a) “**User**”, “**You/you**”, “**Your/your**” means any person, user, Registered User, viewer or Registered Customer who views, browses, accesses or uses our Website;
- b) “**Use**” or “**Using**” means to browse, access, view, copy, availing Services or other benefit from using the Website;
- c) “**Customer**” means User who has or is willing to obtain the Services of Website.
- d) “**KYC**” means know your client.
- e) “**Registered User**” or “**Registered Customer**” shall mean and include the Users or Customers who have an investment account with FIS-FTPL, to avail the Services or any part thereof, as provided on the Website.
- f) “**Services**” means all the services as provided in Terms & Conditions from time to time.
- g) “**Website**” or “**FIS-FTPL Websites**” means and includes www.FIS-FTPL.com, FIS-FTPL mobile application accessed through or downloaded from the app store i.e. Android or IOS, which might be used or accessed at any other platform where the Website can be accessed from on mobile phones and such other devices, like, mobile application (whether or not on android or IOS) or any other platform as provided by FIS-FTPL.
- h) “**FIS-FTPL**” or “**us**” or “**we**” or “**our**” shall mean and refer to Finwizard Technology Pvt. Ltd and its affiliates, officers, employees, agents, partners and licensors.
- i) “**Terms & Conditions**” shall mean the terms of use of the FIS-FTPL Website, including any amendment or re-enactment thereof.

2. PERSONAL INFORMATION

- I. In order to avail the Services offered by or on the Website and start investing, Users are required to register for an investment account and have to provide information and data (“**Personal Information**”) including information which maybe classified as ‘Sensitive Personal Information’ under Regulation 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPDI Rules**”). Personal Information provided in acceptance of this Policy shall amount to written consent under Regulation 5 of the SPDI Rules.

Personal Information we may collect from you are as under:

- II. This initial registration would involve creating a username which is a valid email and password (collectively, “**Login Credentials**”). Further, once the User decides to use all the functionality provided on the Website and decides to enroll for investment purposes, in accordance with the KYC norms and regulatory requirements, user shall provide its name, gender, contact number, PAN card details, bank account details (including account number, bank name, etc) address details (including a copy of the address proof) and a cancelled cheque leaf (collectively, your “**Registration Information**”).
- III. FIS-FTPL will require the User to provide a virtual signature (physically on the mobile screen or an image of the signature on a plain white paper). FIS-FTPL will use this signature only for the limited purpose of completing the enrollment process and it will not be used for any transactions other than filling forms for enrollment. This signature provided by the user will not be shared with any third parties.
- IV. FIS-FTPL will require the physical evidence of Registration Information, to satisfy regulatory requirements while your bank details are required to honour your investment instructions. The above provided Registration Information/details shall be uploaded by the User in soft copy form on the Website at the time of enrollment. Once the information is received by FIS-FTPL, the executive of FIS-FTPL shall co-ordinate with the User, for obtaining an attestation or a remote verification via video conference from the Registered Users. Upon completion of the attestation/verification requirements, the documents shall be provided to the concerned regulatory authority for the purpose of opening an account for the transaction to be made by the Users.
- V. Images of documents / photos required to avail any of our products / services.
- VI. FIS-FTPL shall not be responsible, in the event, any discrepancy is found, in any of the information provided by the User, such as mismatch of the information provided, which shall lead to the rejection of account opening.
- VII. Your details including transaction history, balances and payment details, for effecting transfer of monies through various payment channels facilitated by us.
- VIII. Financial details (e.g. income, expenses, and / or credit history) needed as part of request for some of our products / services.
- IX. Voice recordings of our conversations with our customer care agent with you to address your queries / grievances.
- X. Employment details (e.g. occupation, positions held, employment history, salary and / or benefits) as part of our record retention for credit / various product evaluations or as required under applicable law including Prevention of Money Laundering (Maintenance of Records) Rules, 2005
- XI. Opinions provided by you to us by way of feedback or responses to surveys.

- XII. We may also ask for additional personal information from time to time to meet new regulatory requirements or to provide you with other benefits of our services. As always, the information that we seek will only be for the purpose stated.
- XIII. We use this information to contact you and undertake activities that you have specifically authorised us to do.
- XIV. As FIS-FTPL has tie-up(s) with external payment gateways, for Electronic Payment Gateway facility, ONLY internet banking or UPI facility shall be offered for transaction on the Website. FIS-FTPL shall not collect your credit card number, CVV number, and expiration date, for any transactions on the Website.
- XV. You have right(s) not to provide any Personal Information on the Website or any third-party website(s). It is not mandatory to provide your Personal Information, however, we will be able to provide you the Services only when You disclose certain Personal Information, as requested in the process. If you intend to use the Services, it is solely at your own volition, risk and after reading and confirming this Policy in conjunction with other policies as provided on the Website.

3. ACCESS AND UPDATE YOUR PERSONAL INFORMATION

- I. Personal Information provided by the User belongs to the User. In the event, User wants to access or update any earlier provided information, User can change through entering the Website with its “Login Credentials” and make changes as required. Some of the changes made or proposed by the User may require User to provide documentary evidence. In any event, upon your written request, FIS-FTPL has a legal obligation and will provide every User a readable copy of the personal data that we keep about You. As an added security measure and regulatory requirements, we may require additional proof of identity prior to such disclosure.
- II. If the User wants to withdraw its consent given earlier for providing Personal Information, the User shall send in request for such withdrawal to FIS-FTPL in writing. In the event of such withdrawal request, FIS-FTPL shall have the option to not provide the Services.
- III. Remember to keep your Login Credentials safe and secret to prevent unauthorized access to your FIS-FTPL account. If you think that the security of your FIS-FTPL account has been compromised, change your password and contact us immediately for further assistance, on the following e-mail: ask@FIS-FTPL.com.

4. USE OF PERSONAL INFORMATION

FIS-FTPL uses the Personal Information, which is received from Users to provide the Services and to enhance the overall experience of its Users. Access to the Login Credentials, Registration Information, and any other Personal Information as provided by the users is restricted and used in accordance with specific internal procedures in order to operate, develop or improve our Services.

5. DISCLOSURE AND TRANSFER OF PERSONAL INFORMATION

- I. Any Personal Information that we have access to shall never be shared without your consent. In various processes / submission of applications / availment of product offerings, we even seek your explicit consent to use / share your Personal Information.
- II. In our business and operational processes, we only share the data on a partial and “need-to-know” basis to designated personnel or partners or service providers.

- III. Under no circumstances, FIS-FTPL will sell, distribute, trade, lease or rent the Personal Information of its Users to anyone, for any reason(s). We may provide aggregate statistics about our Customers, sales, traffic patterns, and related Website information to reputable third-party vendors, but these statistics will, in no way, include any personally identifying information of our Users.
- IV. All employees of FIS-FTPL have been selected in accordance with our strict security policies and practices and are bound by confidentiality obligations. FIS-FTPL employees are subject to stern disciplinary action, including termination, civil liability, and criminal prosecution, if they fail to meet any of these obligations, as stated.

We will share your data with competent / legal / statutory / regulatory agencies / authorities or partners / service providers acting on our behalf (as the case may be) in following cases:

- V. Only for enabling the delivery of the products / provision of the Services availed by you, strictly on a “need to know” basis and subject to applicable laws.
- VI. It is directed or required by legal / regulatory / statutory / governmental authorities under applicable laws / regulations through a legally obligated request.
- VII. It is required by financial institutions to verify, mitigate or prevent fraud or to manage risk or recover funds in accordance with applicable laws / regulations.
- VIII. For the purpose of your investments/transactions happening through FIS-FTPL, as FIS-FTPL acts as an intermediary. When you invest in any AMCs, you also become a customer of theirs. Your personal and investment information is available to AMCs / RTAs and may be their service providers. FIS-FTPL will not have any control on the way this information is used by them.
- IX. FIS-FTPL may use third party vendors or service providers to help us provide services to you, such as assisting our marketing and advertising activities/initiatives, for undertaking auditing or data analysis, sending SMS, emails, to prevent, detect, mitigate and investigate any fraudulent or illegal activities couriering documents to you on our behalf or operating the payment gateway functionality of the Website. Such third parties are required to maintain the confidentiality of the information we provide to them under contract and under law. We do not disclose Your Personal Information to third parties for their marketing and advertising purposes without your explicit consent.
- X. We may share Personal Information, without obtaining prior consent from the User, with government agencies mandated under law to obtain information including Sensitive Personal Information or Personal Information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences, or to protect the interests of FIS-FTPL and/or any particular user(s). You authorize us to disclose your Personal Information in such cases. Notwithstanding anything contained in this Policy, any Sensitive Personal Information or Personal Information shall be disclosed to any third party by an order under the law for the time being in force.
- XI. FIS-FTPL may transfer Personal Information, to any other body corporate or a person, provided that such transfer is necessary for the performance of a lawful contract between FIS-FTPL and the User or where the User has consented to such transfer.
- XII. Further, FIS-FTPL shall ensure that such body corporate or person adheres, to whom the transfer of data takes place, adheres to the same level of data protection as mandated under the SPDI Rules.

6. COOKIES

- I. “Cookies” are small files or small pieces of information that are stored by your browser on your computer’s hard drive. Most web browsers automatically accept cookies, but you can usually change your browser to prevent that. Even without a cookie, you can still use most of the features at our Website.
- II. Cookies allow web and mobile applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. We may place Cookies in the browser files of your computer/mobile phone. The Cookie itself does not contain Personal Information although it will enable the Website to relate your use of the Website to information that you have specifically and knowingly provided to the Website. The Cookies enable us to remember your choices and some data field contents which you would be required to fill-in. This may reduce your time to fill in information which is routine or repetitive in nature. Such information will also remain in our database.
- III. You can choose to accept or decline cookies. Most web and mobile browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

7. LINKS TO THIRD PARTY SITES

- I. We may provide links of other websites of interest on the Website, without any accuracy, completeness, or usefulness of any content, warranty, merchantability, endorsement, suitability, any assurance of quality, authenticity, and appropriateness to view such websites and responsibility, liability, obligations on part of the Website. This Policy does not apply when you access such sites or links.
- II. These third-party websites may use technology to send the advertisements that appear on the Website directly to User. FIS-FTPL does not have access to or control over the cookies or other features that such third party websites may use, and the information practices of these third-party websites are not covered by this Policy. Therefore, FIS-FTPL cannot be held responsible for the protection and privacy of any information which User provides whilst visiting such websites of interest. Users shall contact them directly for more information about their privacy practices.
- III. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other Users are those of the respective author(s) or distributors and not of the FIS-FTPL.

8. PROTECTION, STORAGE AND PURGING OF INFORMATION

- I. When any user accesses its account information, we offer the use of a secure server. The secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the Customer data we collect is protected against unauthorized access.
- II. We also need to make you aware that although we provide appropriate firewalls and protections, our systems are not hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible and Company takes no liabilities or responsibilities for it.
- III. You agree that, all intellectual property including but not limited to copy right, trade mark, any personal information, content, photographs, images, experience sharing, feedback, opinions that is voluntarily shared by you with us or uploaded on the Website

- do not infringe any rights of third parties in any manner and you give us unrestricted, perpetual right of use of such intellectual property for any purpose whatsoever.
- IV. We work to protect the security of your information as per the International Standard IS/ISO/IEC 27001 on “Information Technology Security Techniques Information Security Management System-Requirements”.
 - V. FIS-FTPL shall at all times, take all the reasonable precautionary measures to safeguard the information provided by users, only on our Website.
 - VI. You may disable or delete your FIS-FTPL account at any point of time by making a request to FIS-FTPL and subject to completion of verification of such request by FIS-FTPL as per applicable terms and conditions. With this we will no longer share your data with any new partners. However, we will retain your Personal Information as long as the purpose for its usage exists, after which the same is disposed of by us except for any record retention required by applicable law including PMLA (Prevention of Money Laundering Act 2002) guidelines and applicable SEBI guidelines.
 - VII. As mandated under the PMLA (Prevention of Money Laundering Act 2002) guidelines and applicable SEBI guidelines FIS-FTPL will store your transaction logs/identity documents for a period of up to 5 years post the date of transaction or deletion of account. In the event of pendency of any legal / regulatory proceeding or receipt of any legal and / or regulatory direction to that effect, we may be suggested or required by the law of the land to retain your Personal Information for longer periods and will retain the Personal Information accordingly.

9. CHANGES TO PRIVACY POLICY

- I. FIS-FTPL has and continues to have the right to modify, change or update this Privacy policy at any time by posting on the Website any such change. FIS-FTPL will not reduce your rights under this Privacy Policy without your explicit consent. FIS-FTPL will post any changes in Privacy Policy on the Website and We will provide a notice (ie. email or popup or similar notification). Such changes shall be effective on a going-forward basis with respect to Your continued use of the Platform or availing the Services or when a payment transaction is initiated by You through the Website.
- II. The date of last revision appears at the top and all changes take effect immediately upon posting/notifying You.

10. AGREEMENT

This Policy along with the Terms & Conditions and any other relevant policies or disclosures contains the entire understanding and agreement between the User and the Website and supersedes any and all prior understandings relating to the Website. This Policy cannot be changed or terminated orally. If any provision of this Policy is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Policy will be deemed amended to the extent necessary. Any provision which must survive in order to allow us to enforce its meaning, shall survive the termination of this Policy. This Policy should at all times be read along with the Terms & Conditions and any other policies of the Website.

11. LEGAL OBLIGATION

- I. FIS-FTPL is bound by the Information Technology Act, 2000, and complies with all its provisions. In accordance with the Section 43A of Information Technology Act, 2000 read with Rule 8 of the SDPI Rules, FIS-FTPL is obliged to maintain reasonable security procedures to safeguard the user data received or provided by the User.
- II. This document is published in accordance with the provisions of Rule 3 (1) (a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and Rule 4 of the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules, 2011 framed under the (Indian) Information Technology Act, 2000 (as amended from time to time)of the that require publishing the rules and regulations, privacy Policy and terms of use for access or usage of the Website.
- III. In accordance with Regulation 4 of the SPDI Rules, FIS-FTPL is obliged to provide every registered user of the Website with a readable copy of the information that it keeps about you. If the user would like to have a copy of the same, user can reach outto FIS-FTPL at ask@FIS-FTPL.com.

12. WITHDRAWAL OF CONSENT:

If You are a “Data Subject” as defined under the under the EU General Data Protection Regulation 2016/679 ("GDPR") and successfully registered on Our Website for availing Our Services, You may decide to withdraw Your consent provided to Us under this Policy at any point in time. Such withdrawal of consent must be sent in writing to ask@FIS-FTPL.com. In such a scenario, We shall delete Your information (Personal or Registration Information or otherwise) or de-identify it so that it is anonymous and not attributable to You.

13. CONTACTING US

- I. For questions related to updating or changing your account information or any other Information provided by you and for Your valuable feedback regarding this Policy, please send an e-mail to ask@FIS-FTPL.com.
- II. Further, for time-bound and speedy redressal of any discrepancies and grievances in relation to Personal Information provided, please feel free to reach out to our Grievance Officer Balaji Rajendran at legal@FIS-FTPL.com.