

## Privacy Policy

*Please read this privacy policy carefully before accessing or using the Fixerra platform. Your access and continued use of the Fixerra platform constitutes Your agreement to be bound by the privacy policy.*

**PLEASE NOTE THAT THIS PRIVACY POLICY DOES NOT CREATE ANY CONTRACTUAL OR OTHER LEGAL RIGHTS IN FAVOUR OF OR ON BEHALF OF ANY PARTY NOR IT IS INTENDED TO DO SO.**

Thank You for choosing Fixerra ("We," "Us," or "Our"). When You access, interact and/or use, as an individual, the application, website content, products and services made available through [www.Fixerra.in](http://www.Fixerra.in) ("Website"), its related domains, Application Programming Interface (API) and mobile application platforms (collectively "**Fixerra Platform**") made available by Fixerra Private Limited, its subsidiaries and affiliates (Collectively "**Fixerra Group**") through its brand "**Fixerra**", You expressly consent to share with Us and trust Us with certain sensitive and non-sensitive personal data and information ("**Information**").

We are committed to protect Your personal and financial information, commonly referred to as "Personal Data" that You provide to Us for using Our Services. Our commitment is dedicated to fostering and preserving Your trust in Our services. This privacy policy ("**Privacy Policy**") adheres to the provisions set forth in compliance with in the Digital Personal Data Protection Act 2023 ("DPDP Act") and its relevant regulations applicable data protection laws, along with the Information Technology Act, 2000 and its relevant rules ("IT Act") and is in full compliance with all applicable laws and regulations governing its operations which mandates the publishing of a privacy policy specifying the measures taken/practices followed in the handling of or dealing in Your personal information.

This Privacy Policy outlines Our practices regarding the collection, use, share and disclosure of personal information when You use the Fixerra Platform and Services.

A bird eye view of the Policy reads as follows;

- **Information We collect** - Our commitment to Your privacy is reflected in how We handle the information You provide. This section outlines the types of data We collect and the reasons behind it.
- **How We Use Your Information?** - Transparency matters to us. Here, We clarify how the information We gather is utilized, ensuring You have a clear understanding of the purposes behind its use.
- **Security of Your Personal Data** - Safeguarding Your personal data is a paramount concern. Learn about the measures we've implemented to ensure the security and confidentiality of the information You entrust to us
- **Retention, Deletion or Blocking of Your Personal Data** - Understanding Your rights regarding data retention and management is crucial. This section outlines how long We retain Your data, how You can request its deletion, and when data blocking might be necessary.

- **Transfer of Your Personal Data** - In an interconnected world, data may need to be transferred. Discover how We ensure the protection and privacy of Your information when it's transferred between parties.
- **Links to Other websites - Navigating the web often involves visiting other websites.** Learn how Our privacy policy extends to interactions with external sites and how We encourage responsible browsing.
- **Your Rights** - Your control over Your personal data matters. Here, We detail the rights You have regarding Your information, ensuring you're empowered to make informed decisions.
- **Disclaimer of Warranties** - While We strive to provide accurate and reliable information, it's important to understand the limitations of what We offer. This section sets forth the scope of Our content and any disclaimers.
- **Limitation of Liability** - Clear boundaries are essential. This section clarifies Our responsibilities and any limitations in terms of liability related to Your use of Our services and information.
- **Governing Law and Jurisdiction** - Understanding the legal framework is key. Here, We provide information about the laws and jurisdiction that govern Our practices and the jurisdiction under which any disputes will be addressed.
- **Changes to this Privacy Policy** - As Our services evolve, so might Our policies. Stay informed about updates to this privacy policy and how We communicate changes to you.
- **Contact Us** - Your questions and concerns matter to us. Find the necessary contact information to reach out if You have inquiries about Your privacy or data.

Whereas, the detailed terms are provided as follows:

## 1. INTERPRETATION AND DEFINITIONS

### 1.1. Interpretation

In this Privacy Policy:

- 1.1.1. Capitalized terms not defined under 'Definitions' and used herein shall have the meaning assigned to them in the respective paragraph of this Privacy Policy.
- 1.1.2. Terms in the singular shall include the plural and vice versa.
- 1.1.3. Reference to the male gender shall include the female gender and vice versa.

### 1.2. Definitions

For the purposes of this Privacy Policy:

- 1.2.1. **Account** means a unique account of an individual or an entity established to enable Your access to various sections and pages of the Fixerra Platform.

- 1.2.2. **Application** means the programming interface as independent services proprietary to Fixerra, its subsidiaries and affiliates.
- 1.2.3. **Biometrics** means the technologies that measure and analyse human body characteristics, such as 'fingerprints', 'voice patterns', and "facial patterns", etc. for authentication purposes.
- 1.2.4. **Collaborator(s)** refers to certain third parties that Fixerra Group works with in order to provide You with an ecosystem of services on the Fixerra Platform, the names of which may be provided upon request.
- 1.2.5. **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website in order to remember You and Your browsing history with the website.
- 1.2.6. **Region** currently is limited to the Republic of India. Any updates or amendments to this list shall be provided in this Privacy Policy and on Our Website and shall be deemed to be included as on the date of such updates and/or amendments;
- 1.2.7. **Service Provider** means any natural or legal person who processes the data on behalf of Us. It refers to a third-party employed by Us to facilitate the services on Fixerra Platform;
- 1.2.8. **Third Party Application** shall mean the third-party applications or software that integrates with the Fixerra Platform, and to which this Privacy Policy, unless specified, is not applicable  
For the sake of clarity, Third Party Applications are apps or software made by other companies/entities that work with Fixerra. This Privacy Policy doesn't cover these apps unless stated otherwise;
- 1.2.9. **Usage Data** refers to data collected automatically, either generated by Your use of the Fixerra Platform or the Fixerra Platform infrastructure itself (for example, the duration of a page visit);
- 1.2.10. **You or Your**, as applicable, refers to the user or a member or an individual, or other legal entity on behalf of which such individual is accessing, visiting or using the Fixerra Platform, as applicable, either directly or through a Third-Party Application.

## 2. **Information We collect**

In the course of Your usage of the Fixerra Platform, We collect, receive from You, the following types of Information:

### 2.1. **Personal Data**

- 2.1.1. For utilising the Services on the Fixerra Platform, it is mandatory for You to share specific Personally Identifiable Information (“PII”) including which may include, but is not limited to:
- First name, middle name and last name

- Date of birth
  - Gender
  - Marital Status
  - Email address
  - Phone number
  - Occupation/profession
  - Income
  - Address, State, Province, ZIP/Postal code, City
  - Bank Account Number & IFSC Code
  - Debit/Credit Card details
  - Qualification
  - Permanent Account Number (“PAN”),
  - Identification documents such as passport or Aadhaar Card
  - Nominee Details
  - UPI/VPA identification
  - Biometrics
  - any other Officially Valid Documents (OVD)
- 2.1.2. Failure to provide the required data may result in certain features being limited, unavailable, or unusable.
- 2.1.3. You permit Fixerra to tokenise and/or encrypt and/or store any PII that You have provided to Us as part of the Personal Data to allow usage of the same on the Fixerra Platform.
- 2.1.4. In cases where You grant device permissions for functions such as accessing your contact list, photos, camera, location, microphone, SMS, storage, phone calls, and Near Field Communication (NFC), We may access, store, and utilize the data obtained through these permissions.
- 2.1.5. We may also obtain personal information when You login using Third Party Application/Third Party Social Media Service. At the time You express interest in obtaining additional information or when You register for obtaining more information of, on or for Fixerra Platform, We may also ask for additional personal information such as alternate contact numbers or age.

Please note:

(a) You can update Your personal information at any time by logging on to Fixerra Platform and editing Your Personal Information (Please note in order to be able to edit certain information You may be required to resubmit the KYC documents). You can view Your updated profile to confirm Your edits have been made.

(b) You have the right to revoke the aforementioned access by adjusting the permissions within your device's settings.

## 2.2. **Operational Information**

Based on the activities You intend to undertake on the Fixerra Platform, including but not limited to: (i) funding Your investment account, (ii) details regarding transactions carried out through the Fixerra Platform, (iii) fulfilling Your KYC (in accordance with the 'Know Your Client' requirements established by SEBI, Prevention of Money Laundering Act, 2002, and applicable laws), (iv) completing risk assessment and risk

profiling, (v) accessing Third Party Applications, (vi) utilizing services available on the Fixerra Platform through Third Party Social Media Services and/or Collaborators, We may gather operational information. This operational information may encompass additional personal data, including sensitive personal information.

At all times, You agree to share the Operational Information, with such Collaborators, as may be required to adequately provide You with the services on the Fixerra Platform. You understand that all Operational Information may be required to be stored for statutory purposes with Fixerra Group or Collaborators or Third-Party Applications to help the relevant governments and statutory organisations fight the funding of terrorism and money laundering activities.

Given the extremely sensitive nature of the Operational Information, You undertake to ensure that any information shared by You shall be true and accurate at all times, and any deviation from such accuracy and truthfulness of the Operational Information shall be notified to Fixerra Group. Fixerra Group reserves the right to restrain You from conducting any activities on Fixerra Platform based on the Operational Information at any time, without notice.

## **2.3. Non-Personal Data**

### **2.3.1. Usage Data**

Usage Data is collected automatically when using the Fixerra Platform.

We may also collect non-personal information from You which shall include but not be limited to, the user device (including Your mobile device unique identification, laptop and other computer operated and/or technical device identification), internet connection, geo-location, browser type, Uniform Resource Locator (URL) of the previous website or applications You visited, user Internet Service Provider (ISP), operating system, user Internet Protocol (IP) Address. Non-Personal Information cannot be easily used to personally identify you.

Generally, You may visit the website or application without telling Us who You are or revealing any information about You. However, Our web servers may automatically collect the domain names/IP Address of visitors. This information may be used to measure the number of visits, average time spent on the website or application and similar information, which is used to measure, evaluate performance and improve Fixerra Platform.

Usage Data may include information such as Your device's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of Fixerra Platform that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### **2.3.2. Tracking Technologies and Cookies**

We use cookies and similar tracking technologies to track the activity on Fixerra Platform and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyse Fixerra Platform. Our legitimate interest is to optimize Fixerra Platform, increase user experience, enhance Our customer support and improve Our internal process efficiency.

We use Cookies to help identify Your system/device so We can:

- tailor user experience;
- effectively manage the sign-up process and user management;
- manage general administration tasks including tracking login and usage;
- manage newsletter or email subscription/surveys;
- manage transaction and payment facilities.

In special cases We also use Cookies provided by trusted third parties for analytics, advertising and social media. You may at Your discretion disable any Cookies already stored on Your system/device, but these may affect the Fixerra Platform from functioning properly. You can instruct Your browser to refuse all cookies or to indicate when a cookie is being sent. However, if You do not accept cookies, You may not be able to use some parts of Our Fixerra Platform.

We commonly use session Cookies, which are automatically deleted by Your browser after the end of Your visit to the Fixerra Platform. Other Cookies are stored for longer on Your device and allow Us to recognise You as a 'user' during subsequent visits to Fixerra Platform. We do not pass on Information that We receive through Our Cookies to third parties. By using the "Incognito" or "Private" mode of Your browser, or by means of adjusting the settings in Your browser, You can prevent the installation of Cookies. As a result, some of the functionality of operating Fixerra Platform will no longer work.

We shall store all Data on servers located within India.

### **3. How We Use Your Information?**

3.1. By use of Our Platform You authorize Us to use the personal data, Operational Information, non-personal data, usage data and tracking technologies and Cookies (collectively, the "**Data**") to provide services through and to improve Fixerra Platform and its functionality. You agree that at all times, the Data may be shared with such Collaborators, as may be required to adequately provide You with the Services on the Fixerra Platform.

3.2. We use Your information or data for the following:

3.2.1. To manage Your Account, which includes but is not limited to managing Your registration as a user of the Fixerra Platform. The Data You provide can give You access to different functionalities of the Fixerra Platform that is available to You as a user.

3.2.2. For the performance of a contract, i.e., the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Fixerra Platform.

3.2.3. Communications: We may contact You via telephone including interactive voice response or emails or text or instant messaging services (including WhatsApp based communications/ short messaging service (SMS)/push notifications on user device to you, periodically, regarding the (i) Operational Information; (ii) Fixerra Platform; or (iii) to tell You about services which We believe will be of interest

to You i.e. offers, newsletters, promotions and marketing related communications for usage of Fixerra Platform. These periodic emails / text or instant messaging services (including WhatsApp based communications) / SMS/ push notifications on user device, shall be delivered to the details provided by You and any change, restrictions for such email may take up to 30 (thirty) days to reflect.

Kindly note that if at any time You do not wish to receive any future newsletters or marketing communications or wish to have Your name deleted from Our mailing lists, please follow the unsubscribe instructions included in those emails or contact Us at: [support@fixerra.in](mailto:support@fixerra.in). Contact Number: 9867856878

We will use commercially reasonable efforts to process such requests in a timely manner.

Further, We may send You administrative and transactional communications that are reasonably necessary to operate Fixerra Platform and provide relevant services, such as billing, brokerage or service notifications and You cannot opt out of receiving such communications. We may also deliver notifications to Your phone or mobile device. You can disable these notifications by deleting the relevant service or by changing the settings on Your mobile device.

3.3. We may use analytics to examine user interaction data, aiming to understand behavior, improve app functionality, and optimize the overall user experience. By analyzing how users engage with the app, We identify patterns, enhance features, and make adjustments to create a more user-friendly and satisfying experience for You.

3.4. We may share Your Data in the following situations:

Upon receiving your explicit consent, We may provide information about You to furnish specific services and authenticate Your information to the Third Party Applications/Collaborators/Service Providers for the following reasons:

- 3.4.1. To verify Your eligibility to use, you will be asked to provide explicit consent for procuring your information during the onboarding process.
- 3.4.2. To access the Services, it may be necessary to undertake the Know Your Customer (KYC) process, which may entail Fixerra and/or Third Party Applications your KYC data.
- 3.4.3. To effectuate a financial transaction, we may disseminate financial information provided by you (such as credit card details, tokens or other payment mode particulars) to authorized third parties, for instance, our business associates, financial institutions, or government authorities involved in the fulfillment of the said transactions.
- 3.4.4. To access certain Services, we may provide your name, phone number, and financial information to our authorised third parties, who may access information about you and your vehicles (such as challan details, insurance details, etc.) from government sources.
- 3.4.5. To assist in login and user verification on third-party applications.

- 3.4.6. With Service Providers/ partners (local and global): We may share Your information with trusted third-party Service Providers who assist Us in providing Our services to monitor and analyse the use of Fixerra Platform, to show advertisements to you, to help support and maintain the Fixerra Platform, to contact you, to advertise on third party websites to You after You visited the Fixerra Platform.
- 3.4.7. For Business transfers: In the event of a merger, acquisition, or sale of all or part of Our assets, Your information may be transferred to the acquiring entity, on a need-to-know basis.
- 3.4.8. With Collaborators: We may share Your information with Our Collaborators, in which case We will require those Collaborators to honour this Privacy Policy.
- 3.4.9. Legal Requirements: We may disclose Your information when required by law, government authorities, or to protect Our legal rights e.g. To comply with a legal obligation or in response to valid requests by public authorities (e.g., a court or a government agency), protect and defend the rights or property of the Company, prevent or investigate possible wrongdoing in connection with the Fixerra Platform, protect the personal safety of users of the Fixerra Platform or the public;

#### **4. Security of Your Personal Data**

We work hard to protect Our users from unauthorized access or unauthorized alteration, disclosure, or destruction of Data that We hold. We implement appropriate measures to safeguard your Personal Data against unauthorized access, usage, and disclosure. Notably:

- 4.1. We encrypt Our services using Secure Sockets Layer (SSL).
- 4.2. We review Our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- 4.3. We restrict access to Data only to employees, contractors and agents who need to know such information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or have their business relationship terminated and proceedings brought against them if they fail to meet these obligations.
- 4.4. We are deeply concerned about identity theft and the deceptive practice commonly referred to as "phishing." Ensuring the safety of Your information is Our utmost priority. Rest assured that We will never, under any circumstances, request a user's credit card information or identification numbers through an insecure or unsolicited email or phone call.
- 4.5. Your Data's security holds great significance for us; however, it's essential to bear in mind that no method of data transmission over the Internet or electronic storage is entirely foolproof. While We make every effort to employ industry-recognized safeguards to protect Your Data, We cannot provide an absolute guarantee of its security.



4.6. We integrate security measures at multiple levels within Our products and employ state-of-the-art technology to ensure robust security measures in Our systems. This comprehensive security and privacy design allows Us to defend Our systems from potential threats.

## **5. Deletion, Retention, and Destructions of Your Personal Data**

### **5.1. Deletion of Your Personal Data:**

- 5.1.1. The Users retains the right to delete or terminate their account on written request, as well as reactivating it hen required.
- 5.1.2. Upon receiving such a request, all information corresponding to the specific account, including but not limited to profile details, reward specifics (if any), referral data, statement particulars will be eradicated.
- 5.1.3. In some cases, account deletion may be delayed due to unresolved disputes, suspected fraudulent transactions, or outstanding claims associated with your account. However, once these issues are resolved and deletion is possible, the relevant information is promptly erased and cannot be recovered thereafter. We may retain certain information if necessary for regulatory compliance, legitimate business interests such as fraud prevention and enhancing user safety, or to fulfill legal and contractual obligations.

### **5.2. Retention of Your Personal Data**

- 5.2.1. We will retain Your Personal Data for 10 (ten) years for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with Our legal obligations (for example, if We are required to retain Your data to comply with applicable laws), resolve disputes, and enforce Our legal agreements and policies. After discontinuation of the respective purpose or expiry of these deadlines, the corresponding Data will be restricted and unavailable in accordance with statutory provisions.
- 5.2.2. In this regard, You acknowledge and understand any Data that may be required to be stored for statutory purposes with Fixerra or Collaborators or Third Party Applications to help the relevant governments and statutory organisations fight the funding of terrorism and money laundering activities, shall be retained by the relevant organisations as per the respective requirements.
- 5.2.3. We will also retain Usage Data for the purposes of internal analysis. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of the Fixerra Platform, or We are legally obligated to retain this data for longer time periods.
- 5.2.4. Our legal basis for the deletion or blocking of personal data is that it was primarily collected for specified, explicit and legitimate purposes and was limited to what is necessary in relation to the purposes for which they were collected by us.
- 5.2.5. The destruction of Your Personal Data will be executed either through deletion from Our systems or when the Data becomes inactive, in accordance with Our data retention policies.

## **6. Transfer of Your Personal Data**

- 6.1. Your information, including Personal Data, is processed at Our operating offices and in any other places where the parties involved in the processing are located.
- 6.2. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of Your data and other personal information.

## **7. Children's Privacy**

- 7.1. The Fixerra Platform does not address anyone under the age of 18. We do not knowingly collect PII from anyone under the age of 18. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact us. If We become aware that We have collected Data from anyone under the age of 18 without verification of parental consent, We take steps to remove or block that information from Our servers.

## **8. Links to Other websites**

- 8.1. The Fixerra Platform may include links to other websites and third-party applications that are not under Our operation. When You click on a link to a third-party site, You will be redirected to that third party's website. We strongly recommend that You carefully review the Privacy Policy of each website You visit. It is advisable to review the privacy policy of such third-party websites before using them.
- 8.2. Users and visitors who access linked third-party websites, services, applications, or payment gateways should be aware that they might disclose their personal information. It is Your responsibility to maintain the confidentiality of such information. We do not have control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

## **9. Your Rights**

- 9.1. You have the following rights regarding Your personal information:
  - Access: You can request access to the personal information We hold about you.
  - Correction: You can request corrections to Your personal information if it is inaccurate or incomplete.
  - Deletion: You can request the deletion of Your personal information, subject to legal obligations as stated above.
  - Opt-Out: You may opt-out of receiving communications or information from Us at any time by using the options in Your user Account's profile section or by emailing Us at [support@fixerra.in](mailto:support@fixerra.in). If, after signing up for information or using the Fixerra Platform, You decide You no longer want to receive Our updates, wish to change how often You receive information, or want to adjust Your data-sharing preferences with third parties, You can update Your choices in Your user account's profile section.

- 9.2. You have the right to complain about improper processing of Your personal data (such as collection, storage, modification, transfer, deletion) by emailing Us at [support@fixerra.in](mailto:support@fixerra.in).

## **10. Disclaimer of Warranties**

- 10.1. We offer the Fixerra Platform and all its related services on an 'as is,' 'with all faults,' and 'as available' basis. We do not provide any express or implied warranties or guarantees regarding the Fixerra Platform. To the fullest extent permitted by law, We disclaim all such warranties, including all statutory warranties, concerning the Fixerra Platform. This includes, but is not limited to, any warranties that the services are merchantable, of satisfactory quality, accurate, suitable for a particular purpose or need, or free from infringement. We cannot guarantee that the results obtained from using the Fixerra Platform will be effective, dependable, accurate, or meet Your specific requirements. We incorporate commercially reasonable safeguards to help protect and secure Your data. However, it's important to note that no data transmission over the Internet, wireless transmission, or electronic storage of information can be guaranteed as entirely secure. Please be aware that when You transmit information to us, You do so at Your own risk.

## **11. Limitation of Liability**

- 11.1. Your sole and exclusive remedy for any dispute with Us is the cancellation of Your registration and deletion of Your Data (to the extent available with Fixerra and statutorily permissible).
- 11.2. We shall in no event be liable to You (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from Your use of, or inability to use the Fixerra Platform. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if We knew or should have known of the possibility of such damages, because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Our liability shall be limited to the extent permitted by law.

## **12. Governing Law and Jurisdiction**

This document and any dispute which may arise on account of this document shall be governed by, construed and enforced under the laws of India; and the courts in Mumbai, Maharashtra shall have exclusive jurisdiction.

## **13. Changes to this Privacy Policy**

- 13.1. We may update this Privacy Policy from time to time to reflect changes in Our practices or legal requirements. We will notify You of any changes by posting the new Privacy Policy on this page.

13.2. Additionally, We will let You know via email and/or a prominent notice on Fixerra Platform, prior to the change becoming effective and update the "Last updated" date at the bottom of this Privacy Policy.

13.3. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy

#### **14. Grievance Redressal Officer**

For any grievances pertaining to Our Privacy Policy or practices involving the usage of data, the Grievance Redressal Officer may be contacted at the coordinates provided below:

Name: Arshya Dhawan  
Address: Fixerra Private Limited  
B-61, 6th Floor, Yashodhan BOI CHS Ltd,  
S.V. Road, Opp. Fire Station,  
Irla Bridge, Andheri – West, Mumbai,  
Maharashtra - 400058  
Email: [support@fixerra.in](mailto:support@fixerra.in)

All grievances shall be addressed and responded within one month from the date of receiving the grievance.

The Privacy Policy was last updated on 16<sup>th</sup> March, 2024.