



ARTHIMPACT FINSERVE PRIVATE LIMITED

Name of Policy	Privacy Policy
Date of Last Approval/Review	September 30, 2022
Date of Review	January 31, 2023
Prepared By	Data & Analytics Department
Proposed By	Mr. Ramkrishna Raut
Approving Authority	Board of Directors
Version	1.1



Privacy Policy

This website www.happyness.net (“**Website**”) is owned and operated by the management of Arthimpact Finserve Pvt Ltd, operating under the brand name of **HAPPY**, (hereinafter referred to as “**Happy**”, which expression shall mean and include its affiliates, successors and permitted assigns). Happy provides services to the Users through the Website and is committed to protecting and respecting the privacy of the Users.

This Privacy Policy (“**Policy**”) governs how the Happy and/ or its affiliates (collectively, “**we**” and “**us**” and “**our**”) process, use, collect, disclose, transfer, store and retain our User’s (“**you**” and “**your**”) information.

“**User(s)**” shall mean and include all individuals, companies and private organisations that visit the Website and provide information to Happy through any of the modes referred to in the clause on “Collection of Information” below.

In the course of using this Website or availing the products and services vide the online application forms and questionnaires, We may become privy to the personal information of our Users, including information that is of a confidential nature.

We are strongly committed towards protecting the privacy of our Users and has taken all necessary and reasonable measures to protect the confidentiality of the User information and its transmission through the World Wide Web. We shall not be held liable for disclosure of the confidential information if such disclosure is in accordance with this Policy or in accordance with the terms of any agreements entered into with the Users.

COLLECTION OF INFORMATION

During the use of the Website, we may collect and process such information from the Users, including but not limited to the below mentioned:

- Information that the Users provide to us by filling in forms on the Website. This includes contact information such as name, email address, mailing address, phone number, financial information, if any, unique identifiers such as user name, account number, password and preferences information such as favourites lists and transaction history;
- Information that the Users provide when the Users write directly to us (including by way of e-mail);
- Information that the Users provide to us over telephone. We may make and keep a record of the information shared by the Users with us;
- Information that the Users provide to us by filling surveys;
- Information relating to logs is automatically reported by the User’s browser each time the User accesses a web page. When the User uses the Website, our servers automatically record certain information that the User’s web browser sends whenever the User visits any website. These server logs may include information such as the User’s web request, Internet Protocol (IP) address, browser type, referring/ exit pages and



URLs, number of clicks, domain names, landing pages, pages viewed, and other such information.

YOUR CONSENT

By using the Website and/ or by providing your information, you consent to the collection and use of the information you disclose on the Website in accordance with this Privacy Policy, including but not limited to your consent for collecting, using, sharing and disclosing your information as per this privacy policy.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

NON-DISCLOSURE

We pledge that we shall not sell or rent Users' personal details to anyone. We will protect every bit of the Users' business or personal information and maintain the confidentiality of the same. With this seal of trust, We make our services available to the Users for assessment and analysis that include credit and behaviour scoring, market and product analysis.

Information so collected, may be used in the following ways:

- We may disclose Users' information to governmental and other statutory bodies who have appropriate authorisation to access the same for any specific legal purposes.
- We may disclose Users' information if it is under a duty to do so in order to comply with any legal obligation, or in order to enforce or apply the Terms of Use (displayed on the Website), or to protect the rights, property or safety of Happy, its Users or others. This includes exchanging information with other companies / agencies that work for fraud prevention and credit reference.
- We may disclose Users' information to its agents under a strict code of confidentiality.
- We may disclose Users' information to such third parties to whom it transfers its rights and duties under the customer agreement entered into with the Users. In such an event, the said third parties' use of the information will be subject to such confidentiality obligations as contained in this Policy.
- We may disclose Users' information to any member of its related or group companies including its subsidiaries, its ultimate holding company and its subsidiaries, as the case may be.
- In the event that Happy sells or buys any business or assets, it may disclose the Users' information to the prospective seller or buyer of such business or assets. User, email and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers or dissolution.

We shall ensure that in case of disclosure of whole or part of the User's information to a service provider or agent, within India, the same shall be bound by obligations of confidentiality at least as strict as our obligations under this Privacy Policy and the



information shall be accorded the same level of protection as provided by us under the terms of this Privacy Policy. We may store the User's information through its vendors (for instance, on servers or databases co-located with hosting providers).

Happy never will sell or rent personal information of its clients to anyone, at any time, for any reason. We may use the User's personal information in the following ways, viz:

- Monitor, improve and administer the Website and improve the quality of services;
- Analyse how the Website is used, diagnose service or technical problems, maintain security;
- Remember information to help the User effectively access the Website;
- Monitor aggregate metrics such as total number of views, visitors, traffic and demographic patterns;
- To confirm the User's identity in order to determine its eligibility to use the Website and avail of the services;
- To notify the User about changes to the Website;
- To enable Happy to comply with its legal and regulatory obligations;
- To help the User apply for certain products and services.
- To respond to your queries or feedback submitted by you.
- To take up or investigate any complaints/ claims/ disputes.
- For the purpose of sending administrative notices, service related alerts and other similar communication with a view to optimising the efficiency of the Website.
- Doing market research, troubleshooting, protection against error, project planning, fraud and other criminal activity.
- To reinforce Happy's Terms of Use.

Access to personal information is strictly restricted and shared in accordance with certain specific internal procedures and safeguards that govern access. Certain features of the Website are available for use without any need to provide details. Other features of the Website may require Users to provide details including but not limited to the User's name, address, mobile number, email address, PAN No., employment & income details.

SECURITY OF INFORMATION

We use commercially reasonable safeguards to preserve the integrity and security of the Users' information against loss, theft, unauthorised access, disclosure, reproduction, use or amendment.

The information that is collected from the Users may be transferred to, and stored at, a destination inside India. By submitting information on the Website, the Users agree to this transfer, storing and/ or processing. We will take such steps as it considers reasonably necessary to ensure that the Users' information is treated securely and in accordance with the Policy.

In using the Website, the Users accept the inherent security implications of data transmission over the internet.



Happy assumes no liability for any disclosure of information due to errors in transmission, unauthorised third party access or other acts of third parties, or acts or omissions beyond its reasonable control and the User agrees not to hold us responsible for any breach of security unless such breach has been caused as a direct result of gross negligence or wilful default of ours.

In the event Happy becomes aware of any breach of the security of the Users' information, it will promptly notify the Users and take appropriate action to the best of its ability to remedy such a breach.

EXCLUSION

This Policy does not apply to any information other than information collected by us through the Website including such information collected in accordance with the clause on "Collection of Information" above. This Policy shall not apply to any unsolicited information provided by the Users through this Website or through any other means. This includes, but is not limited to, information posted on any public areas of the Website. All such unsolicited information shall be deemed to be non-confidential and Happy shall be free to use, disclose such unsolicited information without limitation.

COOKIES

We collect certain information from the User's browser using small data files called "cookies." We use session ID cookies to confirm that customers are logged in. This type of cookie helps us to recognize a customer if he or she visits multiple pages on the Website during the same session, so that separate passwords are not required to access each page. The User may remove or block this cookie using the User's browser settings to disable the feature.

We also store transaction history. We may collect additional information in ways not specifically described herein. For example, we may track information related to interactions with customer service or responses from surveys or other feedback tools. We use this information to continually improve the service provided to the customers.

Our Policy does not cover the use of cookies by its partners and affiliates. We do not have access or control over these cookies. Our partners and affiliates may use session ID cookies to provide a custom user experience and to track the success of our partnership with them.

WEB BEACONS

The web pages of the Website contain electronic images known as "web beacons" (sometimes called single-pixel gifs) and are used along with cookies to compile aggregated statistics to analyse how the Website is used. Web beacons may also be used in some of Happy's emails to so as to know which emails and links recipients have opened, allowing it to gauge the effectiveness of its customer communications and marketing campaigns.



REFERRALS

If the User wishes to introduce Happy / the Website to any other person / entity, the User will be asked to provide such person / entity's name and email address. Happy will automatically send such person / entity an email inviting it or to visit the Website. Happy stores this information for the purpose of sending this email and keeping a record of the number of persons / entities so referred by the Users. Happy may send additional emails to the said person / entity in connection with services offered by Happy. Such person / entity may contact Happy at help@happyness.net to request that this information be removed from Happy's database.

LINKS TO THIRD PARTY WEBSITES

The Website includes links to other websites whose privacy practices may differ from those of Happy. The inclusion of a link does not imply any endorsement by us of the third party website, the website's provider, or the information on the third party website. If the Users submit personal information to any of those websites, such information is governed by the privacy policies of such third-party websites and we disclaim all responsibility or liability with respect to these policies or the websites. The Users are encouraged to carefully read the privacy policy of any website that they visit.

SOCIAL MEDIA WIDGETS

The Website includes Social Media Features, such as the Facebook "Like" button and Widgets, or interactive mini programs that run on the Website. These features may collect the Users' IP address, which page the Users are visiting on the Website, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Website. The Users' interactions with these features are governed by the privacy policy of the company providing these features.

DATA STORAGE

We store your personal information only at servers located in India. We may retain your information including personal information as the same may be required to provide you the services for the product that you have inquired or opted and for as long as it is required for the above purpose or mandated in our arrangements with our business partners. Retention of information is done as per this policy subject to compliance with applicable law/regulatory requirements in India.

In following situation, we may retain your information for an extended period (i) in case of requirement of any investigations under law or as part of any requirements before courts/tribunals/forums/commissions etc; (ii) to enhance/improve our products/services and (iii) as required under contractual arrangements with business partners.



CHANGES TO PRIVACY POLICY

In the event we modify this Privacy Policy, the same will be updated on the Website.

SEVERABILITY

We have made every effort to ensure that this Policy adheres with the applicable laws. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy.

GOVERNING LAW OR DISPUTE RESOLUTION

This Policy shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Mumbai shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

If any dispute arises between Happy and the User in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.

There shall be one (1) arbitrator as appointed by Happy and the seat of the arbitration shall be Mumbai, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

FOREIGN JURISDICTION

Happy makes no representation that the content contained on the Website is appropriate or to be used or accessed outside of the Republic of India. If the Users use or access the Website from outside the Republic of India, they do so at their own risk and are responsible for compliance with the laws of such jurisdiction.

GRIEVANCE REDRESSAL OFFICER

In case you have any grievances or want to address any discrepancy with respect to the processing of any of the information/data you provided to, please contact our Grievance Officer. The name and contact details of the Grievance Officer are provided below:

The Grievance Redressal Officer

Name: Mr. Amit Tikku

Email ID: grievance@happyness.net

Contact No.: 9136668274



If you have questions, concerns, or suggestions regarding our Privacy Policy, we can be reached using the contact information on our Contact Us page or at support@happyness.net

DISCLAIMER

We make no warranties or representations about the accuracy or completeness of this Portal. You understand and expressly agree that to the extent permitted under applicable laws, in no event will the Company or any of its affiliates or group companies or any of their respective officers, employees, directors, shareholders, agents, or licensors be liable to You or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, Use, data or other intangible losses (even if such parties Were advised of, knew of or should have known of the possibility of such damages), resulting from: Your Use of the Portal or any parts thereof; (ii) unauthorized access to or alteration of Your transmissions or data; (iii) any other matter relating to the services; including, without limitation, damages for loss of Use, data or profits, arising out of or in any way connected with availing of the services.

We have endeavoured to ensure that all the information provided by Us and/or by third party service providers on the Portal is correct, We neither warrant nor makes any representations regarding the quality, accuracy or completeness of any data or information displayed on the Portal. We make no warranty, express or implied, concerning the Portal and/or its contents and disclaim all warranties of fitness for a particular purpose and warranties of merchantability in respect of information displayed and communicated through or on the Portal, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to You or any other person, arising out of or from the Use of any such information as is displayed or communicated through or on the Portal.

Notwithstanding anything to the contrary herein, You hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of the Company or any of its affiliate or group company related project, or the Use, publication or dissemination of any advertising in connection with such project.

Your sole and exclusive remedy for any dispute with Us shall be to discontinue the Use of the Portal and the services.