

## Privacy Policy

<https://jiraaf.com/> (hereinafter referred to as "**Website**") is an internet-based portal/platform owned by **AI Growth Private Limited** (a private company limited by shares incorporated under the provisions of Companies Act, 2013 (Act No. 18 of 2013) with CIN U74999KA2020PTC137559 and having its registered office at B-702, Zen Gardens Apartments, 6 Artillery Road, Ulsoor, Bangalore, Karnataka, India -560008) (hereinafter referred to as "**Company**") and operated by the Company or person(s)/entity(ies) associated/connected with it (hereinafter referred to as "**Jiraaf**"/ "**We**"/ "**Us**"/ "**Our**") to provide technology solutions for financial products and alternate investment opportunities. Jiraaf is concerned and committed to maintaining robust privacy protections for users (hereinafter referred to as "**You**" "**Your**" "**Yourself**") accessing its Website. We have designed this Privacy Policy ("**Privacy Policy**") to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Services.

***Please read the terms of the Policy carefully before using or registering on the Website or accessing any material, information or Services through the Website. Accessing, browsing or otherwise using the Website indicates your agreement to all the terms and conditions under this Policy and consent to our collection, storage, use and disclosure of your Personal Information and Non-Personal Information as described in this Policy. The terms of this Policy should be considered part of the Terms of Use of Website as provided separately in the Website. IF you do not agree to these terms, you agree that your sole and exclusive remedy is to discontinue using the Website. Your compliance with these terms is a condition to your right to access the Website. Your breach of any provision of these terms will automatically, without the requirement of notice or other action, revoke and terminate your right to access the Website.***

*For the purpose of this Policy:*

***'Non-Personal Information'*** information shall mean and refer any information/data pertaining to You, which cannot be used to personally identify You such as anonymous usage data, general demographic information We may collect, referring/exit pages and URLs, platform types, preferences you submit and preferences that are generated based on the data You submit and number of clicks.

***'Personal Information'*** shall mean the information/data that can be used to uniquely identify or contact a single person. Personal Information for the purposes of this Policy shall include, but not limited to, information regarding Your name, address, telephone/mobile number, date of birth/date of incorporation (as may be applicable), gender (applicable to individual user only), e-mail address, bank details, demat details, identification number or documents etc. disclosed by You to access of Services.

***'Sensitive Personal Information'*** shall mean such Personal Information which consists of information relating to password; financial information such as bank account or credit card or debit card or other payment instrument details; or such other information which is so classified under the applicable laws in India. However, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Information for the purposes of this Policy.

***'Service(s)'*** refers to Jiraaf's services accessed via its Website, in which users can view and participate in various alternate investment opportunities.

***'Third Party'*** refers to any person or entity other than You or Us.

This Privacy Policy explains how Jiraaf collects Personal and Non-Personal Information, which may either be mandatory or voluntary, and stores, uses, discloses and protects such information.

### **1. Information and Usage**

- (i) You may need to provide Jiraaf Your Personal Information including certain Sensitive Personal Information, during the course of using the Services, for instance, while creating a User ID, or provide information in Your User Account while registering on the Website, upload content, communicate with Jiraaf by email or otherwise, provide reviews for the content available on the Website etc.
- (ii) Jiraaf collects only such Personal Information that Jiraaf believes to be relevant and is required to understand You or Your interests and render Services.
- (iii) Jiraaf collects Your Personal Information in order to record, support and facilitate Your participation in the activities You select, track Your preferences, to provide You with a customized Website experience, to notify You of any updated information and new activities and other related functions offered by Jiraaf, keep You informed about latest content available on the Website, new features, to follow up with You after Your visit to the Website, to otherwise support Your relationship with Jiraaf or to prevent fraud and unlawful use of the Website.
- (iv) Personal Information provided by You is used only:

- a) to facilitate Your use of the Website;
  - b) to respond to Your inquiries or fulfill Your requests for information about the various Services;
  - c) to provide You with various news and related contents on the Website;
  - d) to personalize Your experience on the Website and Jiraaf's other websites by presenting advertising, products and offers tailored to You;
  - e) to help You address Your problems with the Website;
  - f) if You post any comments or feeds on the Website, to process and upload the same;
  - g) for proper administering of the Website;
  - h) to conduct internal reviews and data analysis for the Website;
  - i) to improve the Services, content and advertising on the Website;
  - j) to protect the integrity of the Website; and
  - k) to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law.
- (v) In an effort to make our Website effective, certain information may be collected each time You visit the Website and such information may be stored in server logs. These statistics do not identify You personally, but provide Us the information regarding Your visit to the Website and the type of user who is accessing Our Website and certain browsing activities by You. Jiraaf uses them solely to analyze trends, administer the site, track a User's movement and gather broad demographic information for aggregate use. The duration of Your stay on the Website is also stored in the session along with the date and time of Your access.
- (vi) You acknowledge that relevant information of yours may be shared with the third-party service providers for KYC purposes.
- (vii) You acknowledge that some of this information related to the Website and Your visit to the Website may be shared with the sponsors, investors, advertisers, developers, strategic business partners of Jiraaf (collectively "**Business Partners**") to enhance and grow the business of Jiraaf through the Website. This anonymous information is collected using any prevailing industry standard technologies.
- (viii) Jiraaf is concerned of Your privacy and ensures that these information which are shared with the Business Partners will not include any of Your Personal Information. Also, all Sensitive Personal Information collected from You (if any) are used, stored or disseminated strictly in compliance with the Information Technology Act, 2000 and the rules made thereunder, as amended from time to time.
- (ix) When You use the Website, Jiraaf 's servers (which may be hosted by a Third-Party service provider) may collect information indirectly and automatically about Your activities on the Website; for instance by way of cookies. A cookie is a small amount of data that is sent to a user's browser from a web server and is eventually stored on a user's computer hard drive.
- (x) Whether You want Your web browser to accept cookies or not is up to You. In the event You choose to decline cookies, You may not be able to fully experience all features of the Website. You can also delete Your browser cookies or disable them entirely, but this may significantly impact Your experience with the Website and may make parts of the Website non functional or inaccessible.
- (xi) In the event Jiraaf uses Third-Party service providers to serve advertisements on behalf of Jiraaf across the internet including this Website, such service providers may collect anonymous information about Your visits to the Website, and Your interaction on the Website. Jiraaf assures You that this is solely for the purpose of business promotion and growth of Jiraaf and no Personal Information of Yours is collected or used in this process.
- (xii) Jiraaf assures You that it DOES NOT trade or sell Your Personal Information in any manner, except as specified herein, or if express consent is sought from You.
- (xiii) Jiraaf does not disclose Personal Information to Third-Parties in the normal course of operations. However, You understand that, in situations when Jiraaf is legally obligated to disclose information to the government or other Third-Parties, Jiraaf will do so.
- (xiv) Jiraaf assures You that it implements standard measures, in accordance with the prevailing applicable laws in India, to protect against unauthorized access to and unlawful interception of Personal Information. However, You acknowledge that no internet site can fully eliminate security risks.

## 2. Shared Personal Information and Modification

- (i) You shall be required to submit Your Personal Information such as name, phone number, email address etc. at the time of registering or making any comments or posting feeds to any news thread/blogs/articles on the Website. Registration on Website can also be done by supplying a unique phone number/OTP, email

address and password, or by linking your Facebook or Google accounts. If you choose to link your social-media account or account relating to other Third-Party services to the our Services, you may be asking Third Parties to send us certain information from those social media accounts or services accounts, and You are authorizing us to collect, store, and use what they send us in accordance with this Policy. You can disassociate your registration from Third-Party accounts any time.

- (ii) We may use publicly available databases, including privately-held marketing and data analytics resources. For example, we may receive demographic information (age, gender, household income, job industry and job title) from these sources.
- (iii) If You are a registered user of our services, We provide You with tools and account settings to access or modify the Personal Information You provided to Us and associated with your account ("User Account"). You can also modify or even permanently delete your User Account as per the instructions on Our Website. If You follow the instructions, Your User Account will be deactivated and then deleted. When Your User Account is deactivated, it is not viewable on the Website. For up to 30 (thirty) days after deactivation it is still possible to restore Your User Account if it was accidentally or wrongfully deactivated. After 30 (thirty) days, We begin the process of deleting Your User Account from Our systems, which can take up to a week. However, You acknowledge that for our internal purposes or for any requirements under the applicable law, We shall retain the information provided by You in Your User Account, as per the requirements under the law.

### **3. Links to Third Party Websites**

- (i) The Website and any e-mail sent to You may also contain/display third-party advertisements and links to other websites or products and services. Jiraaf does not share any Personal Information with these third-party websites or agents or advertisers. However, Jiraaf reserves the right to share with You the advertisements on behalf of any other parties.
- (ii) Jiraaf may provide links to other websites ("**Linked Site**") on the Website or any e-mail sent to You. However, Jiraaf have no control over such websites nor is Jiraaf affiliated to or associated with such third party websites unless expressly specified on the Website. These Linked Site are solely for advertisement purposes and Jiraaf is not responsible for any form of transmission, whatsoever, received by You from any Linked Site. Accordingly, Jiraaf does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does Jiraaf control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such websites. Further, the inclusion or exclusion does not imply any endorsement by Jiraaf of the website, the website's provider, or the information on the website. The information provided by You to such third party websites shall be governed in accordance with the privacy policies of such websites and it is recommended that You review the privacy policy on any such websites prior to using such websites. Jiraaf shall not be held responsible for any violation of Your privacy rights by such Linked Sites nor any loss, damage or injury suffered by You on account of action/inaction of such Linked Sites.
- (iii) Jiraaf does not have access to or control over cookies or other features or technology that such Linked Sites or third party websites and advertisers may use to send the advertisements that appear on the Website directly to Your browser or to measure the effectiveness of their advertisements and to personalize advertising content. The information practices of these third-party websites and advertisers and are not covered by this Policy. You are required to contact the Linked Site directly for more information about their privacy practices.

### **4. Security**

- (i) Jiraaf strives to ensure the security, integrity and privacy of Your Personal Information and to protect Your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, Jiraaf adopts the best standards and practice for data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where Jiraaf stores Your Personal Information in compliance with the applicable laws.
- (ii) Jiraaf is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information.
- (iii) The Website may be linked to many other sites and Jiraaf is not/shall be not responsible for their privacy policies or practices as it is beyond Our control.

- 5. Notwithstanding anything contained in this Policy or elsewhere, Jiraaf shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to any event that is

beyond the reasonable control of Jiraaf and shall include, without limitation, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, sue to any act or omission by the Linked Sites etc.

## **6. Disclosure**

- (i) Jiraaf will use information only in accordance with the Policy under which the information was collected unless we have received explicit authorization.
- (ii) Jiraaf reserves the right to disclose any information Jiraaf may have about You with its third-party service providers for KYC purposes.
- (iii) Jiraaf reserves the right to disclose any information Jiraaf may have about You (including Your identity) if Jiraaf determines that such disclosure is necessary in connection with any investigation or complaint regarding Your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Jiraaf's rights or property, or the rights or property of Users of the Website, including Jiraaf's contributors.
- (iv) Jiraaf reserves the right at all times to disclose any information including any Personal Information that Jiraaf deems necessary to comply with any applicable law, regulation, legal process or governmental request. Jiraaf also may disclose Your information when Jiraaf determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. Jiraaf shall use all reasonable efforts to ensure that such disclosure would be in compliance with the applicable laws in force in India. Jiraaf would use reasonable measures to inform You in the event of such disclosure.
- (v) You acknowledge and agree that Jiraaf may preserve any communication by You with Jiraaf through the Website, and may also disclose such data if required to do so by law or if Jiraaf determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce this Policy; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of Jiraaf, its employees, users of, or visitors to, the Website, and the public. Jiraaf would use reasonable measures to inform You in the event of such disclosure.

## **7. Exclusion**

This Policy does not apply to any information other than information collected by Jiraaf through the Website or other offline media including such information collected in accordance with the Clauses 1 and 2 hereabove. 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 to any public areas of the Website. All such unsolicited information shall be deemed to be non-confidential and Jiraaf shall be free to use, disclose such unsolicited information without limitation.

## **8. General Provisions**

- (i) Unless stated otherwise, the Policy applies to all information that Jiraaf has about You and Your User Account with Jiraaf.
- (ii) If You choose to visit the Website, Your visit and any dispute over privacy is subject to this Policy and the Website's Terms of Use. You acknowledge that this Policy along with the Terms of Use as updated by Us from time to time shall govern Your relation with Us in respect of the use of the Website.
- (iii) We will retain Your information for as long as Your account is active or as needed by us to provide You Services. We will retain and use your information as necessary to comply with Our legal obligations, resolve disputes, and enforce Our agreements.
- (iv) You have the right at any time to prevent us from contacting You for marketing purposes. When we send a promotional communication to a user, the user can opt out of further promotional communications by following the '*Unsubscribe*' instructions provided in each promotional email..

## **9. Modification of Policy**

Jiraaf reserves the right, at its sole discretion or on account of changes in law, to modify or replace this Policy in accordance with the applicable laws, from time to time, by posting the modified version of the Policy on the Website. Jiraaf shall not communicate personally to You about such modifications and it shall be your responsibility to check

this Policy periodically to aware with the modification therein (if any). Your continued use of the Service/Website following the posting of any changes to this Policy constitutes your acceptance of those changes.

#### **10. Governing Law**

- (i) This Policy shall be governed by and construed in accordance with the applicable laws in India. Courts at Bengaluru, India shall have the exclusive jurisdiction over the subject matters of this Policy.
- (ii) Any disputes relating to this Policy shall be subject to the award of the sole arbitrator to be appointed by the President- Karnataka Arbitration Centre in accordance with its rules and subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of such Arbitration shall be city of Bengaluru, India and language of Arbitration shall be English.

#### **11. Severability**

Jiraaf endeavors and has made every effort to ensure that this Policy adheres with the applicable laws. If, for any reason, a court of competent jurisdiction finds any provision this Policy, or portion thereof, to be unenforceable, the invalidity or unenforceability of such part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy.

#### **12. Integration**

This Policy as posted on the Website is the sole statement of Our Privacy Policy with respect to Website, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless We post a new or revised policy on the Website.

#### **13. Contact Us**

For any query or assistance, feel free to Contact Us with Our customer service team at [support@jiraaf.com](mailto:support@jiraaf.com)

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

In accordance with Information Technology Act, 2000 and the rules made there under, the name and contact details of the Grievance Officer are provided below:

Name : Prakash Chandra Mishra  
Contact : [prakash.m@jiraaf.com](mailto:prakash.m@jiraaf.com)