

PRIVACY POLICY

Welcome to CredCheck!

Greenizon Agritech Consultancy Private Limited, a company incorporated under the laws of India and having its registered office at 711, Trade Centre Building, Opp MTNL Building, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051 (“**Company**”, “**we**”, “**us**”, “**our**”), has developed and owns the CredCheck platform (“**Platform**”) to provide the user(s) registered with the Platform (“**user**”, “**you**”, “**your**”) with a bespoke report(s) (“**Report(s)**”) in relation to its customer(s) (“**Data Subject**”) (“**Services**”).

This Privacy Policy (“**Policy**”) shall govern your usage of the Platform and any data, reports, or the Services provided through it and constitute a binding agreement between you and the Company. By visiting the Platform, you agree to be bound by the Policy. We reserve the right to change and/or modify the Policy at any time, at our sole discretion, without any prior notice to the user. Your continued use of the Platform will signify that you accept the new or modified Policy. However, you hereby agree that you will be solely responsible to view the Policy on the Platform, from time to time, to stay abreast of any changes and/or modifications that we may introduce.

The Company offers this Platform, including all information, tools and services to you subject to and upon your acceptance of Policy stated herein and the terms and conditions of the Company (accessible at <https://uas.credcheck.in/privacy-policy>)

1) INTRODUCTION AND SCOPE OF THE POLICY

By accepting this Policy, you hereby acknowledge, consent and agree to the collection, use, sharing, and processing of your information as set forth herein.

This Policy shall be applicable to all users who access the Platform. The Company reserves the right, in its sole discretion, to deny you the access to the Platform or any portion thereof, without providing any notice, for the following reasons: (a) by the Platform for any unauthorized access or use of the Platform; or (b) by the Platform if you assign or transfer (or attempt to assign or transfer) any rights granted to you under the Policy; or (c) if you violate any of the other terms and conditions of the Policy. The Platform utilizes cookies to enhance user experience, users can manage their cookie preferences through browser settings; however, disabling cookies may affect the functionality of certain features on the Platform.

You agree and understand that all information collected, processed and used in the Reports and the Services has been collated by the Company based on the information provided by various third-party entities and the Company shall not be responsible for the accuracy, completeness, and veracity of all such information as provided or as collated by the Company. You also understand that the information is current and up to date to such an extent as provided by the third-party entities and is subject to changes and amendments made thereafter and the Company shall not be responsible in the event my information is not updated by the third-party entities. You acknowledge and agree that any information contained herein does not reflect the views of the Company or its directors or employees.

This Privacy Policy is supplementary to the Terms of Service. The definitions of terms and expressions mentioned in this Policy shall apply. These definitions are found in the CredCheck Terms of Service. The CredCheck Terms of Service shall apply to this Policy to the extent that any element of this Policy does not contradict with them. In case of any conflict between the

CredCheck Terms of Service and this Policy, the interpretation of the Terms of Service or our interpretation will take precedence and be legally binding on you.

2) CONSENT AND AUTHORIZATION FOR DISCLOSURE OF PERSONAL DATA

You hereby agree and give consent to the Company for providing you the Services through the Platform.

By accessing this Platform, you agree and consent to the Company using, displaying, and disclosing your personal sensitive information which is stored digitally and made accessible only on a "need-to-know" basis, for the purposes of evaluating your eligibility for a credit facility and sharing your credit score with lenders and the customers of the Company. Additionally, with your consent, the lender or the customer may access your personal information, or the Company may, at its sole discretion, grant access to its customers and affiliated lenders for pre-qualification, which may result in you receiving offers from such lenders. Further you understand that the Platform solely acts as an intermediary and does not influence or control the nature of such offers.

You further understand that the Company does not rent, sell, or share your Information with non-affiliated entities without your consent, except in the following circumstances: (i) when engaging third-party service providers which may require access to your information; (ii) when directing you to a payment gateway service provider for processing registration, membership, or browsing fees in accordance with the Company's Terms of Service, or this Policy where such providers may access your information for payment processing purposes; and (iii) when required by law, including responding to subpoenas, court orders, or legal processes, establishing or defending legal claims, or complying with law enforcement requests.

You further agree to authorize the Company and its subsidiaries, affiliates or partners to obtain credit underwriting reports from credit information bureaus. You hereby further agree that you have read, understood, and accepted the terms & conditions of such bureaus and authorize the Company to act as your representative for receiving any required credit information.

Additionally, you confirm and agree that the Company at its sole discretion disclose or transfer your personal information to an investor, acquirer, assignee, or successor entity in connection with any sale, merger, or reorganization of all or substantially all its equity, business, or assets.

You may withdraw such consent or delete, modify any review any information at any time by submitting a written request to support@credcheck.in. However, in any case the Company reserves the right to verify any such modification or deletion.

3) COLLECTION AND USE OF INFORMATION

You hereby acknowledge and consent to the collection, use, storage, processing, and disclosure of your personal information by the Company, including but not limited to personal information, business information, usage information, credit information as required in pursuance to use the Platform.

We may send you updates, notifications, promotional materials, and recommend/offer you other products, programs or services that the Company believes may be of interest to you as well as undertake cross-selling and other marketing or promotional activities.

We shall use your information to improve the Platform, prevent or detect fraud or abuses and enable third parties to carry out technical, logistical or other functions. We may collate the information provided by you or any third parties.

You hereby acknowledge and agree that the Company may record, monitor, and analyze your interactions with the Platform, including your navigation patterns, actions taken, and time spent on various pages or features (“**User Journey**”). This information is collected to help us better understand your behaviour, improve the functionality and your experience of the Platform, and for internal analytics and security purposes. Such data may be recorded through various technologies including but not limited to session recording tools, cookies, and similar tracking technologies. All such data will be treated in accordance with this Policy.

The information may be processed to comply with statutory requirements under the Information Technology Act, 2000 and any other applicable laws.

4) INFORMATION SECURITY

The Company takes adequate measures to protect the security of your information and ensure that your choices regarding its intended use are honored. While robust precautions are implemented to prevent data loss, misuse, unauthorized access or disclosure, alteration, or destruction, and user confidentiality is a top priority, it is important to note that no method of electronic storage or internet transmission is entirely secure. Therefore, the Company cannot guarantee absolute security when information is transmitted over the internet to the Platform.

You hereby understand that the access to the Platform is secured through login credentials, and safeguarding the security and confidentiality of these credentials is solely your responsibility. You are advised to exercise caution to protect your personal information and refrain from sharing your login credentials with anyone. In the event of any suspected unauthorized use of your credentials, you shall immediately notify the Company by emailing support@credcheck.in. You hereby, acknowledge, confirm and undertake that you shall be liable to indemnify the Company for any loss incurred due to such unauthorized use.

Notwithstanding the foregoing the Company shall not be held responsible for any loss or theft of information resulting from unauthorized access to your device or any other reason solely attributable to you.

Furthermore, the Company shall not be liable for any security breaches or actions of third parties beyond its reasonable control, including but not limited to acts of government, hacking incidents, unauthorized access to data or storage devices, system crashes, breaches of encryption, or poor internet or telecommunication services.

You further understand that this Platform is not intended for individuals under 18 years of age and we do not collect data any from minors. Parents/guardians must supervise minors' use of digital platforms to prevent unintended data collection. You further undertake that if by any means you are using the Platform on behalf of someone else, including but not limited to, on behalf of your minor child/children, you represent and warrant that you are authorised by such person to accept this Policy on their behalf and to provide consent, as stated herein.

5) INDEMNIFICATION:

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS,

AFFILIATES, ASSOCIATES, GROUP COMPANIES, AGENTS, REPRESENTATIVES, PARTNERS AND/ OR SUBCONTRACTORS) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, OBLIGATIONS, LIABILITIES, COSTS, CHARGES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH OR AS A RESULT OF: (a) your access and use of the Platform; or (b) any non-compliance by you with the Policy hereof; or (c) any third party actions related to users receipt and use of the information, whether authorised or unauthorised. This indemnification obligation shall survive the Policy and use of the Platform.

6) LIMITATION OF LIABILITY:

THE COMPANY SHALL NOT BE RESPONSIBLE AND DISCLAIMS ALL RESPONSIBILITIES FOR ANY CLAIM, LIABILITY, OR ANY DAMAGE RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO THE USE OR THE INABILITY TO USE THE REPORTS OR THE PLATFORM OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA.

YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK.

THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES PUBLISHED ON THIS PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE CONTENTS HEREIN. THE COMPANY MAY MAKE MODIFICATIONS, IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM, AT ANY TIME. THE PLATFORM MAY BE TEMPORARILY UNAVAILABLE, FROM TIME TO TIME, DUE TO REQUIRED MAINTENANCE, TELECOMMUNICATIONS INTERRUPTIONS, OR OTHER DISRUPTIONS. THE COMPANY (AND ITS OFFICERS, DIRECTORS, SUPPLIERS, CONSULTANTS, ADVERTISERS, AFFILIATES, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND/OR ANY OTHER ASSOCIATED ENTITIES, (COLLECTIVELY REFERRED TO AS ASSOCIATED ENTITIES HEREAFTER)) SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY SHOULD THE COMPANY EXERCISE ITS RIGHT TO MODIFY, IMPROVE, CHANGE AND/OR DISCONTINUE ANY OR ALL OF THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES PUBLISHED ON THIS PLATFORM.

THE COMPANY AND/OR ITS RESPECTIVE ASSOCIATED ENTITIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES CONTAINED ON THIS PLATFORM OR IN THE REPORTS FOR ANY PURPOSE. ALL SUCH CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS ASSOCIATED ENTITIES SHALL NOT BE RESPONSIBLE TO VERIFY THE CORRECTNESS OF THE INFORMATION SET OUT IN ANY REPORT AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THESE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND AVAILABILITY. IN NO EVENT SHALL THE COMPANY AND/OR ITS ASSOCIATED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE USE OF THIS PLATFORM OR

ANY CONSEQUENCES ARISING OUT OF INFORMATION SUBMITTED BY YOU OR WITH THE DELAY OR INABILITY TO USE THIS PLATFORM, OR FOR ANY CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES OBTAINED THROUGH THIS PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THIS PLATFORM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS ASSOCIATED ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

7) ATTORNEY'S FEES:

If the Company takes action (by itself or through its officers, directors, employees, representatives, agent, affiliate or associate companies) to enforce any of the provisions of this Policy to which it is entitled to any other relief, at law or in equity the Company shall be entitled to recover from you, reasonable and necessary attorney's fees and any costs and expenses incurred by the Company in respect of any such litigation in respect of this Policy.

8) ENTIRE AGREEMENT:

This Policy constitutes the entire agreement between the Company and you, and no other agreement, written or oral, exists between you and the Company. By using the Information on the Platform, you assume full responsibility for all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. The Company and/or the Platform does not guarantee the accuracy, completeness or timeliness of the information.

9) TERMINATION:

This Policy and the license rights granted hereunder shall remain in full force and effect unless terminated or cancelled for any of the following reasons: (a) immediately, by the Platform for any unauthorized access or use by you; or (b) immediately, by the Platform if you assign or transfer (or attempt to assign or transfer) any rights granted to you under this Policy; or (c) immediately, if you violate any of the other terms and conditions of this Policy. Termination or cancellation of this Policy shall not affect any right or relief to which the Platform or the Company may be entitled, at law or in equity. Upon termination of this Policy, all rights granted to you will terminate and revert to the Platform. Except as set forth herein, regardless of the reason for cancellation or termination of this Policy, the fee charged if any for access to the Platform is non-refundable for any reason.

10) GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:

The Policy shall be governed by and subject to the laws of India.

All disputes, differences and/or claims arising out of this Policy or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties shall be settled by arbitration to be held in Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) and shall be referred to the sole arbitration of a person to be nominated mutually by the parties. The arbitration proceedings shall be conducted in English.

The Parties agree that if the process of the courts is required to be invoked for enforcement of this provision, the competent courts at Mumbai, India shall have exclusive jurisdiction and the parties submit to the same.

11) SEVERABILITY

If any provision of the Policy is invalid, unenforceable or prohibited by law, this Policy shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of Policy shall continue to remain valid, binding as though such provision was not included herein. In such an event, the Parties shall make all possible efforts to replace the invalid/ unenforceable/ illegal provision with a valid, enforceable and legal provision embodying the intention of the Parties as gathered from the earlier provision.

12) GRIEVANCE REDRESSAL MECHANISM

Complaints about the Policy should be sent to us at support@CredCheck.in or by post using the address provided below:

Greenizon Agritech Consultancy Private Limited

Registered Address at: 711, Trade Centre Building, Opp MTNL Building, Bandra
Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051