



**MUTHOOT CAPITAL SERVICES LIMITED**

**(MCSL)**

**CIN: L67120KL1994PLC007726**

## **PRIVACY POLICY**

**This Policy was approved by the Board of Directors at the meeting held on October 18, 2018, and reviewed on May 17 2022, Feb 9 2023, May 19 2023 and October 29, 2024**

**Version Control:**

<b>Sl. No.</b>	<b>Name of Policy</b>	<b>Version</b>	<b>Board approval date</b>	<b>Remarks</b>
1.	Privacy Policy	v1.0	18/10/2018	Policy document approved.
2.	Privacy Policy	v1.1	17/05/2022	No changes were made.
3.	Privacy Policy	v1.2	09/02/2023	Classification done in Document. Added Storage of data in policy and comprehensive Privacy policy.
4.	Privacy Policy	v1.3	19/05/2023	No changes were made as part of the annual review.
5.	Privacy Policy	v1.5	29/10/2024	No changes were made as part of the annual review.

## **PRIVACY POLICY**

Muthoot Capital Services Limited (“we” or “us”) has built the M Power app (the “app”) as a free app. The Service provided by us through this app is free of cost and is intended to be used as it is.

This page is created for the purpose of informing the website visitors and those who intend to use our Service regarding our policies for collection, usage, and disclosure of Personal Identifiable Information (“PII”).

If you choose to use our Service, then you agree to the collection and usage of information in relation to this policy. The PII that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy shall have the same meanings as in our Terms and Conditions, which is stated in the M Power app.

### **Information Collection and Use**

While availing our Service, for a better experience, we may require you to provide us with certain PII. The information that we request will be retained by us and shall be used as described in this Privacy Policy.

The app does use third party services that helps in collecting the information used for identifying you.

The link to Privacy Policy of third party service providers is given below:

- [Google Play Services](#)

### **Log Data**

We want to inform you that whenever you use our Service, in case of any error in the app, we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

### **Cookies**

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

### **Service Providers**

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your PII. The access to PII is granted to such parties for performing the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

### **Protection of information**

We implement a variety of security measures to protect your personal information from unauthorized access or disclosure. Further our employees who have limited access to your personal information are bound by Non-Disclosure and Confidentiality Policies.

### **Disclosure of information**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties comply with applicable laws and agree to keep this information confidential.

We may have to disclose your personal information or sensitive data with Government agencies or other law enforcement agencies, if we are called upon to do so, for the purpose of investigation or otherwise. Further, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## **Storage of data**

With regard to storage of data, MCSL shall ensure the following:

- MCSL and LSPs/DLAs engaged by them do not store personal information of borrowers except some basic minimal data (viz., name, address, contact details of the customer, etc.) that may be required to carry out their operations. Responsibility regarding data privacy and security of the customer's personal information will be that of MCSL.
- MCSL shall have clear policy guidelines regarding the storage of customer data including the type of data that can be stored, the length of time for which data can be stored, restrictions on the use of data, data destruction protocol, standards for handling security breach, etc., and also disclosed by own DLAs and of the LSPs engaged prominently on their website and the apps at all times.
- No biometric data is stored/ collected in the systems associated with own DLAs / of LSPs, unless allowed under extant statutory guidelines.
- All data is stored only in servers located within India, while ensuring compliance with statutory obligations/ regulatory instructions.

## **Comprehensive Privacy Policy**

Besides having a comprehensive privacy policy, MCSL shall ensure that their DLAs and LSPs engaged by them have a comprehensive privacy policy compliant with applicable laws, associated regulations and RBI guidelines. For access and collection of personal information of borrowers, DLAs of MCSL/LSPs should make the comprehensive privacy policy available publicly.

## **Reporting to Credit Information Companies (CICs)**

As per the provisions of the Credit Information Companies (CIC) (Regulation) Act, 2005; CIC Rules, 2006; CIC Regulations, 2006 and related guidelines issued by RBI from time to time, it shall be ensured that any lending done through their DLAs and/or DLAs of LSPs is reported to CICs irrespective of its nature/ tenor. Extension of structured digital lending products by MCSL and/or LSPs engaged by MCSL over a merchant platform involving short term, unsecured/ secured credits or deferred payments, need to be reported to CICs by MCSL. MCSL shall ensure that LSPs, if any, associated with such deferred payment credit products shall abide by the extant outsourcing guidelines issued by the Reserve Bank and be guided by these guidelines.

## **Links to Other Sites**

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

## **Children's Privacy**

These Services do not address anyone under the age of 13. We do not knowingly collect PII from children under 13. In the case we discover that a child under 13 has provided us with PII, we will immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with PII, please contact us so that we will be able to do necessary actions.

## **Terms & Conditions**

The terms and conditions stated hereunder shall be applicable to the Customer ("you" or "your" or "he/she") who download or use the M Power app (the "app"), developed and owned by Muthoot Capital Service Private Limited ("we" or "us" or "our"). The terms and conditions will automatically apply to you immediately after you download the app and/or start using the app. You hereby signify that you have carefully read and understood the terms and conditions.

You are not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You are not allowed to extract or attempt to extract the source code of the app, and you also should not try to translate the app into other languages or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to us.

We are committed to ensure that the app is as useful and efficient as possible. For that reason, we reserve the right to make updation or enhance the functionality of the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you are paying for.

The app stores and processes your data ("customer data") provided to us, including your name, mailing address, phone number, email address, and payment/financial information, in order to provide you with a safe, smooth, efficient and customized Service. It is your responsibility to keep your phone which is used for accessing the app, completely safe and secured. We therefore recommend you not to jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious

programs, compromise your phone's security features and it could mean that the app won't work properly or at all.

We will not take responsibility in the event certain functions of the app does not activate due to poor internet connection. You can obtain the internet connectivity through Wi-Fi, or through registered mobile network provider, but we would not take responsibility for the app not working at full functionality if you do not have access to Wi-Fi, and/or you do not have any of your data allowance left.

If you use the app outside the range of Wi-Fi, the terms of the agreement with your mobile network provider will be applicable and you may be charged by your mobile network provider for the cost of data consumed while accessing the app, or other third party charges. As and when you use the app, you are unconditionally accepting the responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. We assume that you have received necessary permission and internet access rights from the mobile network provider for downloading and using the app and we will not be liable if the mobile network provider does not provide you with the internet connectivity due to the bill payment default or you not choosing the appropriate plans or usage of the app is not possible due to the technical issues from the part of the mobile network provider.

Along the same lines, we cannot take the responsibility for the way you use the app i.e. you need to make sure that your device is charged appropriately. In the event, the device runs out of battery and you cannot turn it on to avail the Service, we would not take the responsibility for denial of your access to the app.

With respect to our responsibility towards you, it is important to bear in mind that although we endeavor to ensure that updation and correctness of the app at all times, we do rely on third parties to provide information to us so that we can make it available to you. Hence, we accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.

As we improvise going forward, we may update the app as and when it is required. The app is currently available on Android and iOS; the requirements for both systems (and for any additional operating systems we decide to extend the availability of the app to) may change, and you have to download the updates if you want to keep using the app. We do not represent that we will always update the app so as to make it relevant for you and/or works with the iOS/Android version that you have installed on your device. However, you promise to always accept updated versions of the application as and when offered to you.

At our sole discretion we may release the customer data if it is necessary to comply with the law or lawful request by the court, public authorities, regulatory or enforcement agencies and also if there is an infringement of the conditions for usage of app or the terms and conditions.

We reserve the right to stop providing the app and may at any time terminate the usage of app without giving notice of termination to you at our sole discretion. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

Your use of the app and any possible dispute shall be governed, construed, interpreted and given effect to according to the laws of India and the courts in Kochi, Kerala shall have exclusive Jurisdiction to try and entertain any matter arising from the usage of the app and dispute over the terms and conditions.

**Changes to this Terms and Conditions**

We may update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page. These changes are effective immediately after they are posted on this page.

**Contact Us**

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us. Please contact us at [mail@muthootcap.com](mailto:mail@muthootcap.com).

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