
CONSENT POLICY

1. INTRODUCTION

Exponent Express Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at Sy. No. 114 and 115, Khata No. 2606 and 2606/115, Kammasandra Village, Attibele Hobli, Aneka Taluk, Electronics City, Bangalore, Bangalore South, Karnataka, India-560100 (hereinafter "Company," "we," "us," or "our") owns and operates the website <https://exponent-one.com/> ("Platform"). This Consent Policy (*defined hereinafter*) of the Company constitutes an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder, as amended from time to time. The term "you", "your", "customer", "user", "borrower" collectively referred to any person who avails the Services (*defined hereinafter*) of the Company by using or accessing the Platform (hereinafter referred to as "the Users"). This Consent Policy does not require any physical, electronic, or digital signature.

This policy specifies the policies and procedures followed by the Company for obtaining, storing, using and sharing your data ("Consent Policy"), in compliance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011 under Information Technology Act, 2000, Reserve Bank of India guidelines on digital lending, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, Digital Personal Data Protection Act, 2023, and other applicable laws and regulations ("Applicable Laws").

2. SCOPE OF DATA COLLECTION

We hereby inform you that we collect data strictly on a need-to-know basis and with your prior and explicit consent. It is further clarified that, in our capacity as a lending service provider, we may, in compliance with Applicable Laws and this Consent Policy, collect, use, process, and store your data, on behalf of our lending partners, who act as the data fiduciaries for lending-related activities.

The types of data that may be collected by us:

- (a) Personal information, such as name, date of birth, gender, contact details, and residential address;
- (b) Details related to identity, including but not limited to PAN card, Aadhaar card, passport, voter ID, and driving license;
- (c) Financial information, comprising of bank account details, income information, credit history, and existing loan obligations;
- (d) Credit information from Credit Information Companies ("CICs");
- (e) Device information, including IP address and device identifiers; and
- (f) Transaction information related to loan application, disbursement, and repayment history.

collectively referred to as the "**Data**"

It is hereby clarified that we do not access the data, files or media stored on your device. However, we may request a one-time access to your device's camera, microphone, and location, solely for the purpose of on-boarding you on the Platform or comply with any other KYC requirements.

We further inform you that your biometric data will be collected or stored by us only upon obtaining your explicit consent and in accordance with Applicable Laws.

3. CONSENT MECHANISM

We hereby inform you that we will obtain your explicit consent, prior to collecting, using, or sharing your Data, through the following modes: (a) electronic consent mechanisms, including but not limited to e-signatures, checkboxes marked "I Agree", One-Time Password (OTP) verification, click-wrap agreements on the Platform; or (b) any other alternative or offline mode, if required by Applicable Law. Further, the purpose for obtaining your consent will be disclosed to you at each stage of interface.

You shall have the right to either deny or provide your consent for the collection, usage or storage of your Data, restrict disclosure to third parties, control the data retention period, revoke consent already granted to collect your Data, and request deletion or purging of your Data, subject to retention of such Data in accordance with Applicable Laws and internal compliances.

By providing your consent, you confirm that you are competent to contract under the Indian Contract Act, 1872, that the consent is provided voluntarily and of your free will, and such consent shall be deemed valid and form an electronic record as per the Information Technology Act, 2000.

4. PURPOSE OF DATA COLLECTION AND USAGE

We will collect and use your Data for:

- (a) assessment of your loan application to evaluate your creditworthiness and eligibility for availing the loan from our lending partners;
- (b) compliance with KYC verifications;
- (c) obtaining and assessing credit reports from CICs;
- (d) processing your loan application including sanction and disbursement by our lending partners;
- (e) managing loan servicing including repayment tracking and account maintenance;
- (f) detecting and preventing fraudulent activities in your account;
- (g) improving the services provided by us on our Platform and developing new products;
- (h) monitoring of assets;
- (i) risk assessment; and/or compliance with Applicable Laws.

5. DATA STORAGE

All data will be stored by us only in servers located within India.

We shall retain your data throughout the period of the service(s) availed by you on our Platform. Upon closure or termination of the service(s) availed by you, we may retain Data in accordance with Applicable Laws for the purpose of compliance with Applicable Laws, dispute resolution, and prevention of fraud. Upon completion of the purpose for which Data was collected or upon your request for deletion where permissible, provided that the service(s) availed by you is not active and is terminated, we shall promptly destroy, purge, and erase your relevant Data in accordance with our data destruction protocol.

6. DATA SHARING WITH THIRD PARTIES

We hereby clarify that we shall obtain your explicit consent prior to sharing your personal information with any third party, except where such sharing is required as per Applicable Laws. We further inform you that we may share your data with our lending partners with whom we have partnered for loan facilitation, CICs for obtaining and sharing credit reports, KYC service providers for identity verification and authentication, technology service providers for platform maintenance and technical support, payment service providers for facilitating loan disbursement and repayment, regulatory authorities including RBI, government agencies, and other statutory bodies as required under Applicable Laws, and collection agencies for loan recovery purposes in accordance with Applicable Laws and RBI guidelines.

7. AUDIT AND COMPLIANCE

We hereby inform you that all consent logs are maintained with us in an auditable manner and format, and the same will be made available to regulators, statutory authorities, or lending partners upon request. The Company conducts periodic internal reviews, at least on a quarterly basis, to ensure ongoing compliance with Applicable Laws and relevant regulatory requirements. Further, all consent records and logs are securely stored on encrypted servers with appropriate technical and organizational safeguards. Such records are retained for a minimum period of 7 (seven) years, or such longer period as may be required under Applicable Laws. It is further clarified that we maintain secure backups of all consent logs, and access to such records is strictly restricted to authorized personnel on a need-to-know basis.

8. COMMUNICATION CONSENT

By providing your consent, you authorize us and our representatives to contact you through telephone calls, SMS, email, WhatsApp, and postal mail.

9. AADHAAR AND CREDIT INFORMATION CONSENT

We hereby inform you that in the event you voluntarily submit your Aadhaar card or e-Aadhaar, you authorize us and our lending partners to use it as identity and address proof, authenticate your information through the Unique Identification Authority of India, and fetch KYC details from the Central KYC Records Registry.

By providing your consent, you appoint us as your authorized representative to request, receive, and store your credit information and credit reports from CICs such as CIBIL, Experian, CRIF Highmark, and Equifax, share your personal information with CICs to procure your credit information, and use such credit information for providing our services as listed on the Platform.

This authorization shall remain valid for a period not exceeding 6 (six) months or until completion of the services availed by you on our Platform, whichever is earlier.

10. GRIEVANCE REDRESSAL

If you have any queries, concerns, complaints, or grievances regarding this Consent Policy or the processing of your data, you may contact our Grievance Redressal Officer at:

Name: Naveen H S

Email: grievance@exponent-one.com

Phone: +91 9538737619

Address: Site No 611/612, 15th Main, 15th Cross Rd, Sector 4, HSR Layout, Bengaluru, Karnataka 560102

We are committed to responding to your queries and grievances within 7 (seven) working days of receipt of your query or grievance. If your grievance is not resolved satisfactorily, you may escalate it to the RBI's Complaint Management System at <https://cms.rbi.org.in/>, or RBI's Sachet Portal.

11. WITHDRAWAL OF CONSENT AND AMENDMENTS

You may withdraw your consent at any time by writing to us at contactus@exponent-one.com or by contacting our Grievance Redressal Officer, as set out above. Please note that withdrawal of consent may impact our ability to provide you with our services.

We reserve the right to amend this Consent Policy from time to time to reflect changes in Applicable Laws and regulations, changes in our internal policies, data practices, or enhancements to our services and functionality. Any amendments will be notified through our Platform, and the updated Consent Policy will be effective from the date specified therein.

12. GOVERNING LAW

This Consent Policy is governed by and shall be construed in accordance with the laws of India and shall be read in conjunction with our comprehensive Privacy Policy available on our Platform at <https://exponent-one.com/>. You agree to submit to the exclusive jurisdiction of the courts located at Bangalore, Karnataka, India for resolution of any disputes.

13. ACKNOWLEDGEMENT

By checking the box marked "I Accept" or "I Agree" or by clicking the "Proceed", "Submit" or "Continue" button on our Platform, or by providing your signature on the physical consent

form, you acknowledge that you have read and understood this Consent Policy, you voluntarily provide your explicit consent to the collection, storage, usage, and sharing of your Data as described in this Consent Policy, you understand your rights and the process to exercise them, you confirm that the consent is given at your free will and without any coercion, and that you have attained the age of majority and are a resident of India.