



## Privacy Policy

Last Updated on: 27<sup>th</sup> February 2025

**SHRIRAM WEALTH LTD.**

UNIT NO.110, 1<sup>st</sup> FLOOR, A WING, THE CAPITAL, G-BLOCK,  
BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI 400051

## INTRODUCTION

We, Shriram Wealth Private Limited ("Company", "we/our/ours/us"), its associate concerns, directors and employees (hereinafter jointly and severally referred to as "SWL") maintain, operate and own the website accessible at the URL [www.shriramwealth.in](http://www.shriramwealth.in) (the "Website").

This Privacy Policy ("**Policy**") explains how SWL collects, stores, uses, processes, and discloses any information provided by the Customer ("you/yours" or the "user/customer/visitor/ subscriber/client") on our mobile applications and/or our website "www.shriramwealth.in" (collectively referred as "**SWL Platform(s)**") for the purpose of delivering various services, products and content (collectively referred to as the "**Services**") via any mobile, computer, tablet, or internet connected device or otherwise on the SWL Platforms by you.

The term "**User**" for the purposes of this Privacy Policy shall mean You, in the capacity of an individual (in personal capacity or on behalf of an HUF, minor, proprietary firm or a Body of Individuals), a guest user, browser and/or representative of a partnership firm or any entity, who visits, accesses, uses, downloads, deals with, avails Products & Services and/ or transacts through and/or a client registered for the completion of the KYC process. This Privacy Policy is applicable to You as a User of the Services on the SWL Platforms.

Based on the Services You avail or intend to avail, the Company shall collect the data from You for the express purpose of meeting the Client's needs in respect of provision of the Services. Upon visiting any SWL Platform(s), you agree and acknowledge that any Information that You provide while availing the Services, You provide or submit to the Company. Further, you confirm that you have read and reviewed this privacy policy and any other policies referenced herein and agree that the Company may process your data and information in accordance with this privacy policy.

You hereby acknowledge that in the event: (i) You do not agree to any or all the clauses of the Terms of Use, Privacy Policy, and product-specific Terms and Conditions or any other policies referenced by the Company; or (ii) In case You do not wish to provide any information, including personal or personally identifiable information, then the Company may not be in a position to offer You all or some of the Services, including without limitation, certain features of the SWL Platforms, and may even restrict You (partially or fully) from accessing the SWL Platforms.

All terms herein refer to the collection, storage, transmission, and processing of any information or data necessary to undertake the process of our assistance to you most appropriately, for the purpose of meeting your needs in respect of provision of Services, in accordance with and subject to, the governing law. If, for any reason, we believe that you have not complied with the privacy policy, terms and conditions, user undertakings and/or product-specific terms and conditions (the "other referenced policies"), we may, at our sole discretion, cancel or restrict your access to all or part of the Services and the SWL Platforms. In addition, the Company reserves the right to cancel your registration.

## CONSENT

1. By accessing the SWL platforms, you acknowledge and confirm that you have (i) completed 18 years of age; (ii) in the event that you are below 18 years old, you have adequate and lawful parental/guardian consent as prescribed under the law to avail the Services herein. You confirm that any information that you have provided that may describe you and your identity is true and complete.
2. By using the SWL Platforms and the Services provided therein, you agree and consent to the collection, transfer, use, storage, disclosure, and sharing of your personal and sensitive information as described and collected by us in accordance with this policy and any other policies referenced herein. If you do not agree with this policy and the referenced policies, kindly do not access the SWL Platforms and Services. You further agree and confirm that the right to use SWL Platforms is personal to you, the User and is not transferable to any other person or entity.
3. For the purposes of the terms herein, the term "Personal Information" includes information about a person, whether true or not and whether recorded in a material form or not and information that relates to a natural person, which, either directly or indirectly, in combination with other information available

or likely to be available with a body corporate, is capable of identifying such person. And the term “sensitive information” shall mean personal information that consists of information relating to passwords, financial information, information relating to an individual’s race, ethnicity, politics, religion, philosophy, membership of professional or trade associations or unions, sexual preferences or practices, criminal record, and health or genetic information.

## **COLLECTION OF PERSONAL INFORMATION**

1. You acknowledge that the Company collects personal and sensitive informative from you for opening your account(s), processing transactions and for helping us provide a better level of service to you. The Company agrees to keep all such information confidential and states that the information shall be used only in the manner which would be beneficial to You. We consider our relationship with You as invaluable and strive to respect and safeguard your right to privacy as available under the law.

In connection with providing its services, the personal information that we collect from you may be classified into three parts.

- i. Personally identifiable information
- ii. Transaction details.
- iii. System information

For the purposes of the terms herein:

- a. Personally identifiable information: This comprises of the information provided by you to us at the time of opening the account with us or registering with us. The information includes the name, address, phone number, email address, PAN number and other such information as is required by Us from time to time based on the regulatory or any other requirement.
  - b. Transaction details: Information regarding your investments (across products & asset classes), insurance policies, bank & demat accounts, including balances, positions, and history of transactions available with us.
  - c. System Information: Information about your computer hardware and software including information like your IP address, browser type, access times and referring Website addresses etc that may be collected by the website or mobile application. We might also collect the version of the operating system your computer or device is running.
2. The information about the User as collected by the Company is: (a) information provided by Users and (b) information automatically tracked while a user uses the SWL Platforms (c) information collected from any other source (d) information generated while availing Our Services including but not limited to transactional information (collectively referred to as "**User Information**" or "**Information**")

## **STORAGE OF PERSONAL INFORMATION**

1. We ensure that the personal information given to us by you at the time of filling up the application form and the client agreement would be stored in a safe and secure place.
2. We ensure that the personal information on the web is placed in the secured portion of our web-site. We use an advanced SHA 256 encryption technology, the Secure Socket Layer (SSL), which is one of the best commercially available technologies to ensure that the information transmitted between you and us across the Internet is safe and cannot be accessed by any outsider. SSL has been universally accepted on the World Wide Web for authenticated and encrypted communication between clients and servers.
3. Whenever you close your account(s) with the Company, all records pertaining to your information would be kept for such period of time as is required by law and/or any other regulatory bodies.

## PROTECTION OF INFORMATION

1. We will protect the Personally Identifiable Information with the same degree of care, but no less than a reasonable degree of care, in accordance with all applicable laws, reasonable security standards, and practices to protect and prevent the unauthorized use, dissemination, or publication of this information as we protect our own confidential information of a like nature.

## USE OF PERSONAL INFORMATION

1. Collecting your Personal Information is essential for us to be able to perform our lawful business undertakings, for marketing purposes, and services. SWL will only use or disclose personal information for the lawful purpose for which it was collected ("the Primary purpose"), unless:
  - i. The user has consented to the further use of the information for another purpose ("Secondary Purpose").
  - ii. The user would reasonably expect the information to be used for a secondary purpose, which is:
    - a. For personal and sensitive information —directly related to the primary purpose; or,
    - b. The further use or disclosure of the information as required or authorized by law.

## DISCLOSURE OF INFORMATION TO THIRD PARTIES

1. We would not disclose the personal information to third parties, except under the following circumstances:
  - i. We may use your personal information to improve our service to you and to keep you updated about our new product or information that may be of interest to you.
  - ii. Your personal information may be used by SWL and its Affiliates for the purpose of offering you products and/or services that may interest you and help you learn about products and/or services that are offered to the public by SWL and its Affiliates.
  - iii. We may disclose your personal information to companies that provide support services for processing your application and transactions and such disclosure would be limited to the performance of the specific service we have requested.  
We may disclose your personal information in limited circumstances where disclosures have to be made under the various regulations of Indian Laws or to any governmental agency or regulatory bodies.

Provided that nothing contained herein shall be deemed to restrict our right to make available any information as may be procured by us to such a third party as may be consented to by you in writing.

2. We may also ensure that your personal information is protected by confidentiality agreement with third party whenever it is disclosed to a third party, so as to enable such a third party to provide you certain specified services. In case you require any additional information, please reach out to Ms. Meetu Kapoor on Email ID: [meetukapoor@shriramwealth.com](mailto:meetukapoor@shriramwealth.com).
3. The Company respects the privacy of the Users, understands the sensitivity of the information and is committed to protect it in all respects. We only transfer the data to third parties or Regulatory Authorities if necessary, to provide or improve user-facing features that are prominent in the requesting application's user interface. We may also transfer data as necessary to comply with applicable law or as part of a merger, acquisition, or sale of assets with notice to users. All other transfers or sales of the user data are prohibited.
4. Any personal information that we may share or use other than for the purposes mentioned under this policy shall be immediately notified to you, the user and we shall request for your consent of the same.

## ACCESSING AND UPDATING PERSONAL INFORMATION

You may review, update, and correct your personal information through the relevant applicable features for updates on the mobile application. In the event you are unable to access any personal information online and you wish to change your personal information or other information that you may have provided, please write to us at [support@shriramwealth.com](mailto:support@shriramwealth.com)

You also have an option to request for account deactivation. This will block your access to SWL Platforms until a re-activation request is sent to reactivate the account.

#### **LINKS AND CO-BRANDED SITES**

1. SWL platforms may contain links to other websites. By clicking on one of the links to a third-party website, you acknowledge that you may be taken to websites we do not control. The Company, under this policy, shall not be responsible for any personal and sensitive information collected about you while visiting such websites and has no control over the practices and content of any website accessed using the links contained on the SWL Platforms.
2. It is advised to review the privacy statements of other Websites to which links may be provided through shriramwealth.in so that you are aware of the privacy policies of these web sites too.

#### **USER NAMES, ACCOUNTS AND PASSWORDS**

1. To create an account with us, individual registration, access and exchange of information for certain services such as web pages, contests and accessing data, registration might be required. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only. To access these services, you will be asked to enter your individual User Name and Password. Therefore, we do not permit any of the following:
  - a. Any other person sharing your User Name and Password
  - b. Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with SWL as users of the Site
  - c. Access through a single User Name and Password being made available to multiple users on a network. If we reasonably believe that a User Name and Password are being used in any of these ways, we reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.
2. To ensure secure access to personal information and transaction details, the access to the secured zone of our website is restricted by a unique login ID and the Password selected by you. You should be very careful in handling the ID and password and you should strictly ensure that you do not disclose it to anybody.
3. You are advised to keep changing your password periodically. As a matter of precaution, we always give the details of your last login each time you log on to our site. In case you feel that the detail is not matching with your last login profile, it should give you an indication that somebody has been able to crack your password and is having unauthorized access to your details. In such circumstance, you should immediately change the password and also inform us about it.
4. To ensure safety of your access, our technology automatically logs you out of the site if no activity is registered for 15 minutes. However, you should ensure that each time you leave your terminal you log yourself out. This prevents someone else from accessing your account if you leave your computer and your session has not "timed out".

#### **RETENTION OF DATA AND PERSONAL INFORMATION**

We shall retain the records for the period as provided under the Prevention of Money Laundering Act 2002 and/or any regulations and applicable laws specified by SEBI and RBI and any circulars notifications amendments as notified by any governmental authorities from time to time.

In the event any legal / regulatory proceeding is pending, we will retain the records till such proceedings come to a logical conclusion.

## **GRIEVANCE REDRESSAL MECHANISM**

In accordance with the data privacy laws as applicable, any complaints, abuse or concerns with regards to the use, processing and disclosure of Information provided by You or breach of these terms should immediately be informed to the designated Grievance Officer through email to: [meetukapoor@shriramwealth.com](mailto:meetukapoor@shriramwealth.com)

The User must provide the following information in User's complaint:

1. Identification of the information provided by User.
2. Clear statement as to whether the information is Personal Information or Sensitive Personal Information.
3. User address, telephone number or e-mail address

For any questions you may have about the policies and terms of use under third-party websites linked in this Platform or service providers, you may contact their grievance officers.

## **COOKIES & WEB BEACONS**

1. To enhance your experience with our sites, many of our web pages use "cookies." Cookies are text files we place in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your e-mail address or other personally identifiable information unless you choose to provide this information to us by, for example, registering at one of our sites. However, once you choose to furnish the site with personally identifiable information, this information may be linked to the data stored in the cookie.
2. "Web beacons" or clear ".gifs" are small pieces of code placed on a web page to monitor your website behaviour and collect data about the visitors viewing a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page. We may use web beacons on this site from time to time for this and in accordance with the purposes mentioned in the Privacy Policy.
3. We use cookies and web beacons to understand site usage and to improve the content and offerings on our sites. We also may use cookies to offer you products, programs, or services on the SWL Platforms. By accessing this website, you agree to use cookies and web beacons in agreement with the Company's Privacy Policy.

Third-Party Advertisement Servers: [shriramwealth.in](http://shriramwealth.in) may engage the services of an outside advertisement company to display advertisement on the Web Site. These advertisements may contain cookies. While [shriramwealth.in](http://shriramwealth.in) uses cookies in other parts of the Web Site, cookies received with banner advertisements are collected by the Advertisement Company, and [shriramwealth.in](http://shriramwealth.in) does not have access to this information.

## **LIMITATION OF LIABILITY**

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly or privately transmitted/posted, is the sole responsibility of the person from where such content originated. You shall be solely responsible for all content that you upload, post or otherwise transmit. SWL does not control the content posted via chat and other community services and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using such services, you may be exposed to objectionable matter. Under no circumstances will SWL be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, uploaded on this site.

You may also not indulge in cyber stalking, become or create a nuisance for any person. You may not send, submit, post, or otherwise transmit, messages or material that contain software viruses, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of this site, or other user's ability to engage in real-time exchanges.

## **GOVERNING LAW AND JURISDICTION:**

If you choose to visit this website, your visit and dispute over your privacy are subject to this Policy and use of this website. Any disputes arising under this Policy shall be governed by the laws of India.

## **CHANGES IN POLICY**

[www.shriramwealth.in](http://www.shriramwealth.in) may at any time revise the Terms by updating the then-current version thereof posted on this web site. By using this web site, you agree to be bound by any such revisions and should therefore periodically visit this page of this web site to determine the most current version of the Terms to which you are bound. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. Certain provisions of the Terms may be superseded by expressly designated legal notices or terms located on particular pages at this web site. This Site reserves the right to modify, suspend/cancel, or discontinue any or all channels, or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice.

This Privacy Policy will be subject to any changes which will be updated from time to time in accordance with the applicable laws and standards. Hence, you are requested to check this page from time to time to ensure that you are aware of the changes and your protection under this Policy.

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