NABFINS LIMITED

PRIVACY NOTICE

Introduction:

NABFINS Limited is a subsidiary of the National Bank for Agriculture and Rural Development (NABARD). NABFINS was established with the objective of supporting the development and expansion of the microfinance sector, including facilitating access to finance for Self-Help Groups (SHGs) and Joint Liability Groups (JLGs), and contributing to the broader financial inclusion agenda.

NABARD, as an apex development and financial institution, has played a pioneering role in promoting financial inclusion in India, including through the SHG-Bank Linkage Programme. As a subsidiary of NABARD, NABFINS seeks to contribute to this objective by providing microfinance and other financial services to underserved and economically disadvantaged sections of society across rural, semi-urban, and urban areas. NABFINS aims to uphold high standards of governance, transparency, responsible lending, and customer service while extending its outreach directly and through Business Correspondents (BCs), Business Facilitators (BFs), and other authorized channels.

NABFINS recognizes that the privacy and protection of customers' personal data are important and is committed to handling such information responsibly and securely. This Privacy Notice explains how NABFINS may collect, use, process, store, disclose, and safeguard personal data when customers, users, applicants, or visitors access or use NABFINS's digital platforms and services, including its website, mobile applications, and other authorized digital channels.

By accessing or using NABFINS's digital platforms or services, you acknowledge that you have read and understood this Privacy Notice. Where the collection or processing of personal data requires consent under applicable law or regulatory requirements, NABFINS shall obtain such consent through appropriate and legally compliant mechanisms.

This Privacy Notice is intended to provide transparency regarding NABFINS's data processing practices and the measures adopted to protect personal data in accordance with applicable laws, regulations, and regulatory directions.

DEFINITIONS

"Aadhaar" means the unique identity number issued to individuals by the Unique Identification Authority of India (UIDAI) under the Aadhaar Act, 2016.

"Company" or "NABFINS" or "we" or "us" or "our" refers to NABFINS LIMITED.

"Customer" or "Data Principal" or "you" or "your" refers to any natural person whose personal data is being processed by the Company.

"Data Breach" means any unauthorized access, use, disclosure, modification, or destruction of personal data that compromises the security, confidentiality, or integrity of personal data.

"Digital Personal Data" means personal data in digital form collected online or offline data that has been subsequently digitized.

"Personal Data" means any data about an individual who is identifiable by or in relation to such data and includes sensitive personal information.

"Processing" includes collection, recording, organization, structuring, storage, adaptation, retrieval, use, disclosure, erasure, or destruction of personal data.

"Third Party" means any person, company, or entity other than the Company or the Data Principal.

APPLICABILITY

This Privacy Notice applies to all customers, users, applicants, and visitors who access, use, or interact with NABFINS's products, services, websites, mobile applications, digital platforms, and other related channels.

The Privacy Notice governs the collection, use, processing, storage, disclosure, sharing, and protection of personal data in connection with NABFINS's agricultural, financial, lending, and other related products and services. It applies to personal data processed by NABFINS in India and, to the extent applicable, to personal data collected from individuals located outside India in connection with their use of NABFINS's services.

This Privacy Notice shall apply from the time an individual accesses, registers for, applies for, or otherwise uses NABFINS's services, as applicable, and shall supersede any previous version of the Privacy Notice from its effective date, unless otherwise specified.

Certain websites, applications, platforms, products, or services provided by third parties and integrated with or accessible through NABFINS's services may be governed by separate privacy policies and terms. Customers and users are advised to review the applicable third-party privacy notices to understand how their personal data may be collected, used, processed, or shared by such third parties.

Where specific products, services, or processing activities are subject to additional privacy notices or terms, those provisions shall apply in conjunction with this Privacy Notice to the extent applicable.

EXPRESS CONSENT:

NABFINS shall obtain the customer's express consent, wherever required, before collecting, accessing, using, or processing personal data. Consent shall be obtained through appropriate and legally compliant mechanisms and maintained with an adequate audit trail.

WITHDRAWAL AND DEEMED CONSENT:

Customers may withdraw their consent, where consent is the applicable legal basis for processing, at any time by contacting NABFINS through the designated channels. However, withdrawal of consent may affect NABFINS's ability to provide certain products or services, process or continue loan applications, administer existing accounts, or provide certain digital and other service features where such processing is dependent upon the customer's consent. Withdrawal of consent shall not affect the lawfulness of any processing carried out prior to such withdrawal. Further, NABFINS may continue to process, use, or retain customer information where such processing is necessary or permitted under applicable laws, regulations, regulatory directions, contractual obligations, or other lawful grounds.

Where permitted under applicable law, NABFINS may process customer information without obtaining separate consent where consent is not required, including for purposes such as:

- Compliance with applicable legal, statutory, and regulatory obligations.
- Prevention, detection, and investigation of fraud, financial crime, misuse, or other unlawful activities.

- Ensuring transaction security, system integrity, and protection against unauthorized or fraudulent activities.
- Credit assessment, underwriting, risk management, and related financial service activities.
- Any other processing that is necessary or permitted under applicable law.

Customers are advised to carefully consider the potential implications of withdrawing consent before submitting such a request, particularly where the withdrawal may restrict or prevent NABFINS from providing certain financial products, services, or features.

INTERNAL DATA SHARING AND DISCLOSURE

NABFINS may share and permit access to customer information within the organization strictly on a need-to-know basis. Access shall be limited to authorized employees, personnel, and functions that require such information to perform their assigned responsibilities and support legitimate business, operational, legal, or regulatory requirements.

Customer information may be accessed or used for purposes including:

- Loan processing, underwriting, and credit assessment.
- Customer service, grievance handling, and support.
- Risk management, fraud prevention, and regulatory compliance.
- Product development, service improvement, business analytics, and related operational activities.
- Internal audit, statutory audit, regulatory reporting, and other legally required reporting.

NABFINS shall implement appropriate access controls and security measures to ensure that customer information is accessed, used, and shared only for authorized purposes and in accordance with applicable laws, regulations, and internal policies.

EXTERNAL SHARING AND THIRD-PARTY SERVICES

NABFINS may share customer information with authorized third-party service providers, business partners, financial institutions, and other external entities where such sharing is necessary for providing and administering financial services, supporting business and operational activities, managing customer relationships, fulfilling contractual obligations, or complying with applicable legal, regulatory, and statutory requirements. Such entities may include technology and cloud service providers, payment processors, collection agencies, legal and professional advisors, Credit Information Companies (CICs), co-lending and financial partners, insurance and credit guarantee organizations, and other authorized service providers.

NABFINS may also disclose customer information to regulatory, statutory, and governmental authorities, including the Reserve Bank of India (RBI), National Bank for Agriculture and Rural Development (NABARD), tax authorities, statutory auditors, government departments or agencies, and other competent authorities, where required or permitted under applicable laws, regulations, regulatory directions, or statutory obligations.

Customer information shared with third parties shall be limited, to the extent reasonably practicable, to the information necessary for the specific and legitimate purpose for which it is shared. NABFINS shall exercise reasonable diligence in selecting and managing third-party service providers and, where third parties process personal data on behalf of NABFINS, appropriate contractual and other safeguards shall be implemented. Such arrangements shall, as applicable, address confidentiality, information security, data protection, regulatory compliance, incident and data breach notification, and appropriate retention, return, or deletion of personal data.

Where customer consent is required for marketing, promotional, research, or other activities that are not necessary for providing the requested services or fulfilling legal or regulatory obligations, NABFINS shall obtain such consent in accordance with applicable law and provide appropriate information regarding the purpose of such processing or sharing.

Where customers directly access or interact with third-party websites, applications, platforms, or services, the privacy policies, terms, and practices of those third parties shall apply. Customers are advised to review the applicable privacy notices and terms before providing personal information. NABFINS shall not be responsible for the privacy, security, content, or data-handling practices of independent third-party websites or services that are outside its control or contractual relationship.

DATA RETENTION AND STORAGE POLICY

NABFINS shall retain personal data only for as long as necessary to fulfil the purposes for which it was collected or processed, or for such period as may be required under applicable laws, regulations, regulatory directions, contractual requirements, and the Company's approved record-retention policies.

NABFINS shall ensure that personal data is stored securely and in accordance with applicable data localization and information security requirements throughout the retention period. Appropriate safeguards shall be implemented to protect personal data against unauthorized access, use, disclosure, alteration, loss, or destruction.

Upon expiry of the applicable retention period, NABFINS shall securely delete, purge, or anonymize the relevant personal data from its systems, databases, and other storage repositories, as appropriate. Where a customer exercises a legally applicable right to request deletion or erasure of personal data, NABFINS shall process such request in accordance with applicable laws and regulatory requirements.

Notwithstanding the above, NABFINS may retain personal data beyond the prescribed retention period where such retention is necessary to comply with applicable legal or regulatory obligations, resolve disputes, enforce contractual rights, prevent fraud or misuse, or for any other legitimate purpose permitted under applicable law. Such data shall continue to be subject to appropriate security and confidentiality safeguards for the duration of the extended retention period.

DATA SECURITY MEASURES AND BREACH NOTIFICATION

NABFINS Limited ("NABFINS") is committed to protecting personal data through appropriate technical, organisational, and physical security measures designed to safeguard information against unauthorised access, disclosure, alteration, loss, destruction, or other forms of misuse.

Technical Security Measures

NABFINS implements appropriate technical safeguards based on the nature and sensitivity of the data and the associated risks. These measures include:

- Encryption of personal data in transit and at rest, where appropriate;
- Multi-factor authentication and other appropriate authentication mechanisms;
- Firewalls, intrusion detection and prevention mechanisms, and other network security controls;

- Role-based access controls and periodic review of access privileges;
- Backup and disaster recovery arrangements;
- Timely security updates, vulnerability remediation, and patch management;
- Continuous security monitoring, threat detection, and security incident logging;
- Periodic vulnerability assessments and penetration testing; and
  Ongoing assessment and monitoring of the effectiveness of security controls.

Organisational Security Measures
NABFINS maintains appropriate information security and privacy policies, procedures, standards, and controls to support the protection of personal data. Organisational measures include:

- Periodic information security and privacy awareness training for employees;
- Background verification, where appropriate, for personnel handling sensitive or confidential information;
- Periodic review and validation of user access privileges;
- Security and privacy assessments of relevant third-party service providers and LSPs;
- Internal and external security and compliance assessments; and
- Appropriate processes for reporting, investigating, managing, and remediating security incidents.

Physical Security Measures
NABFINS implements appropriate physical and environmental security controls to protect information systems and infrastructure. These may include access-controlled data centres and facilities, continuous surveillance and monitoring, biometric or other appropriate authentication mechanisms, and environmental controls designed to protect critical infrastructure and information assets.

Personal Data Breach Management and Notification
In the event of a personal data breach, NABFINS shall take prompt and appropriate measures to contain, assess, investigate, mitigate, and remediate the breach. The Company shall assess the nature, scope, potential impact, and categories of personal data affected and take appropriate measures to prevent recurrence.
Where required under applicable laws, regulations, and regulatory directions, including the Digital Personal Data Protection Act, 2023 (DPDP Act) and applicable rules, NABFINS shall notify the relevant regulatory or statutory authorities within the prescribed timelines.
Where notification to affected Data Principals is required, NABFINS shall provide appropriate information regarding the nature of the breach, the categories of personal data affected, the likely consequences, measures taken or proposed to mitigate the impact, appropriate contact details for assistance, and recommended steps that individuals may take to protect themselves.
NABFINS shall maintain appropriate records of personal data breaches, including relevant facts concerning the breach, its impact, and the corrective and remedial measures undertaken, in accordance with applicable legal and regulatory requirements.
NABFINS shall periodically review and enhance its security measures through security assessments, vulnerability assessments, penetration testing, audits, incident analysis, threat monitoring, and performance evaluation of security controls. These measures are intended

to maintain the confidentiality, integrity, availability, and resilience of personal data and support the Company's ongoing commitment to privacy and data security.

RIGHTS OF DATA PRINCIPALS

Under the Digital Personal Data Protection Act, 2023, customers have the following rights in relation to their personal data:

Right to Information and Access

Customers have the right to obtain information about the personal data being processed, the purposes of processing, categories of data involved, the identity of Data Fiduciaries and Data Processors, retention periods, and details of data sharing with third parties.

Right to Correction and Erasure

Customers may correct inaccurate or incomplete personal data, update their information, and request deletion where the data is no longer necessary, consent has been withdrawn, or the processing is unlawful. This right may be subject to limitations where retention is required for legal compliance or legitimate business purposes.

Right to Data Portability and Nomination

Where technically feasible and applicable, NABFINS may provide customer data in a machine-readable format or facilitate its transfer to another service provider. Customers may nominate another person to exercise their data rights in the event of death, incapacity, or legal inability to act.

Right to Grievance Redressal

Customers may lodge complaints regarding data processing practices through NABFINS's internal grievance redressal mechanism and, where applicable, escalate unresolved grievances to the Data Protection Board of India.

How to Exercise Customer Rights

Customers may submit written requests through NABFINS's official channels, along with appropriate identification and specific details of their request. NABFINS will respond within the timelines prescribed under the DPDP Act. These rights may be subject to applicable limitations where their exercise would adversely affect the rights of others, where legal compliance requires restriction, or where processing is necessary for legal claims or public health purposes.

COOKIE USAGE AND MANAGEMENT

- The Company uses cookies and similar technologies on its website and mobile applications to enhance user experience, personalise services, remember customer preferences and login information, analyse website traffic and user behaviour, optimise services, provide relevant content and recommendations, and support security and fraud prevention.
- Customers can manage their cookie preferences through various mechanisms, including browser settings to block or delete cookies, opt-out options available on the Company's website, privacy settings within the mobile application, and applicable third-party opt-out tools.
- The Company respects customers' privacy choices and maintains transparency regarding the use of cookies across its digital platforms. Customers should notice that disabling or blocking cookies may affect the functionality and user experience of digital services and may limit access to certain features or personalised services.

PROTECTING PERSONAL DATA OF AADHAAR NUMBER HOLDERS

- Where Aadhaar numbers are collected, processed, or stored in NABFINS's internal systems for permitted purposes, such as e-KYC, deduplication, or identity verification, NABFINS shall strictly comply with applicable UIDAI guidelines, Aadhaar regulations, and other applicable legal and regulatory requirements.
- Where an Aadhaar Data Vault (ADV) is applicable, Aadhaar numbers shall be securely stored within the designated vault and protected using appropriate security controls.
- NABFINS has implemented a Hardware Security Module (HSM) to provide secure cryptographic key management and enhance the protection of Aadhaar-related data.
- Access to Aadhaar information shall be restricted to authorised personnel and systems based on defined business requirements and appropriate access controls.

DATA QUALITY

NABFINS is committed to maintaining the accuracy, completeness, relevance, and integrity of personal data maintained in its systems. Customers and other individuals are expected to provide information that is accurate, complete, and up to date when interacting with NABFINS or availing its products and services.

Customers are encouraged to review the personal information provided to NABFINS and promptly notify the Company of any changes or inaccuracies. Keeping information current helps NABFINS provide appropriate and uninterrupted services and meet applicable legal, regulatory, and compliance requirements.

Where applicable, customers may request correction, updating, or deletion of their personal information through the designated channels provided by NABFINS, subject to applicable laws, regulatory requirements, and legitimate retention obligations.

NABFINS shall take reasonable steps to maintain the accuracy and integrity of personal data in its possession and, where appropriate, update or correct such information upon receiving a valid request or reliable information indicating that the data is inaccurate or incomplete. Customers are encouraged to proactively provide updated information whenever there is a change in their personal details.

Maintaining accurate and current information is a shared responsibility between NABFINS and its customers and supports effective service delivery, data integrity, and compliance with applicable legal and regulatory requirements.

LIMITATION OF LIABILITY

To the extent permitted under applicable law, NABFINS Limited shall not be liable for any loss, damage, or harm arising from or in connection with circumstances beyond its reasonable control, including:

- The use of or inability to access NABFINS’s websites, mobile applications, digital platforms, or other digital services.
- Any unauthorized access to, alteration, loss, or disclosure of personal information resulting from circumstances beyond NABFINS’s reasonable control, despite the security measures implemented by the Company.
- Any technical malfunction, system failure, interruption, delay, maintenance activity, or temporary unavailability of digital services.
- Any loss, interception, alteration, or damage arising from the transmission of information over the internet or other communication networks, where such event is beyond NABFINS’s reasonable control.

- Any act, omission, failure, or service disruption attributable to an independent third-party service provider, platform, network operator, or other external entity.

Nothing in this Privacy Notice shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable laws or regulations. NABFINS shall continue to take reasonable and appropriate measures to protect personal data and maintain the security and availability of its digital services.

Specific Disclaimers:

To the extent permitted under applicable law, NABFINS Limited shall not be liable for any loss or damage arising from circumstances beyond its reasonable control, including:

- Any direct, indirect, incidental, special, exemplary, punitive, or consequential loss or damage arising from or relating to the use of, or inability to use, NABFINS's websites, mobile applications, digital platforms, or services.
- Any loss of profits, revenue, business opportunities, anticipated savings, goodwill, or business information, or any business interruption resulting from the use or unavailability of the Company's digital platforms or services.
- Any loss or damage arising from delays, interruptions, inaccuracies, errors, omissions, or failures in the transmission, receipt, or delivery of information through electronic or communication networks, where such circumstances are beyond NABFINS's reasonable control.
- Any content, information, material, or communication posted, submitted, transmitted, or otherwise made available by users or independent third parties on or through NABFINS's platforms, except to the extent otherwise required under applicable law.
- Any loss, damage, disruption, or security incident resulting from viruses, malware, malicious code, or other harmful components introduced into or transmitted through electronic systems or networks, where such event is beyond NABFINS's reasonable control and despite reasonable security measures.

Nothing in this Privacy Notice shall be construed as excluding, restricting, or limiting any liability or obligation that cannot be excluded, restricted, or limited under applicable laws or regulations. NABFINS shall remain committed to implementing reasonable measures to protect customer information and maintain appropriate security safeguards for its digital platforms and services.

Regulatory Exception

The limitations and exclusions of liability set out in this Privacy Notice shall not apply to the extent that such limitation or exclusion is prohibited or restricted under applicable law. In particular, these limitations shall not affect:

- Obligations imposed on NABFINS by the Reserve Bank of India (RBI), NABARD, or any other competent regulatory or statutory authority.
- Any statutory rights, remedies, or protections available to customers or individuals under applicable Indian laws that cannot lawfully be waived, restricted, or excluded.
- Loss or damage arising from proven gross negligence, fraud, or willful misconduct attributable to NABFINS or its authorized personnel, to the extent such liability cannot be excluded under applicable law.
- Liability arising from a violation of applicable data protection or privacy requirements attributable to NABFINS's failure to implement security measures required under applicable laws, regulations, or regulatory directions.

Nothing in this Privacy Notice is intended to limit or exclude any obligation or liability that NABFINS is required to assume under applicable laws, regulations, regulatory directions, or statutory requirements.

OPERATIONAL GUIDELINES

The operational guidelines and procedures established for the implementation of this Privacy Notice shall be reviewed periodically to ensure their continued alignment with applicable laws, regulations, regulatory directions, and NABFINS's business and operational requirements.

The operational guidelines shall be placed before the Information Security Committee (ISC) for review and recommendations and shall be submitted to the Managing Director for approval, as applicable.

Any material amendments to the operational guidelines shall be reviewed and approved through the applicable internal approval process of NABFINS.

Grievance Mechanism

Customers and individuals may raise any privacy-related concerns, queries, requests, or complaints regarding the collection, use, processing, sharing, or protection of their personal data with NABFINS through the designated grievance redressal mechanism.

Privacy-related grievances may be submitted through the grievance redressal facility available on the NABFINS website. Customers are encouraged to provide sufficient details and supporting information, where applicable, to enable NABFINS to review and address the grievance appropriately.

NABFINS shall review and address privacy-related grievances in accordance with applicable laws, regulations, regulatory directions, and its internal grievance redressal procedures.

Grievance submission: (https://www.nabfins.org/grievance).

Grievance Redressal Officer

Name : Shri Shubham Mehta
Designation: Assistant General Manager
Address: # 3072, 14th Cross Road, Banashankari II Stage Bengaluru KA 560070 IN
Contact: 080-2697 0773, 2697 0751
Toll Free Number: 18001024205
Email id: complaints@nabfins.org

Complaint Resolution Process

NABFINS shall provide an appropriate mechanism for customers and individuals to raise and resolve privacy-related complaints and concerns. Complaints shall generally be handled through the following process:

- **Registration:** Customers may submit their complaint through the designated email, telephone, online, or written communication channels made available by NABFINS.
- **Acknowledgment:** NABFINS shall acknowledge receipt of the complaint within 2 working days, subject to the availability of the necessary contact details and information.
- **Investigation:** The complaint shall be reviewed and investigated appropriately, with the objective of completing the investigation within 21 days from the date of receipt, subject to the nature and complexity of the matter.

- **Resolution:** Upon completion of the review, NABFINS shall take appropriate corrective or remedial action, wherever required, and communicate the outcome or resolution to the customer.
- **Follow-up:** Where appropriate, NABFINS shall undertake follow-up actions to ensure effective resolution of the complaint and identify or implement suitable preventive measures to minimize recurrence.

All complaints shall be handled in accordance with applicable laws, regulations, regulatory directions, and NABFINS's internal grievance redressal procedures.

External Forums

If a customer is not satisfied with the resolution provided by NABFINS or does not receive a response within the applicable grievance redressal timelines, the customer may, where eligible and applicable, seek further redressal through the appropriate external forums or authorities.

Depending on the nature of the complaint, the customer may escalate the matter through:

- **Reserve Bank of India:** The customer may approach the Complaint Management System (CMS) of the Reserve Bank of India or other applicable mechanism under the Reserve Bank – Integrated Ombudsman Scheme, subject to the eligibility and conditions prescribed under the applicable framework.
- **Competent Data Protection Authority:** For matters relating to personal data and privacy, the customer may approach the relevant data protection authority or other competent statutory authority established under applicable data protection laws, subject to the rights, procedures, and requirements prescribed under such laws.

The availability and applicability of external grievance forums may depend on the nature of the complaint, the applicable regulatory framework, and the remedies available to the customer under prevailing law.

COMMUNICATION AND MARKETING

Email, SMS and WhatsApp Communications

Where customers provide their mobile number or email address and, where required, provide consent to receive communications, NABFINS may use these channels to communicate with customers regarding its products, services, accounts, and related matters.

Such communications may include:

- **Transactional communications:** Messages relating to loan accounts, applications, repayments, transactions, payment reminders, service requests, and other account-related activities.
- **Promotional communications:** Information about NABFINS's financial products, services, offers, campaigns, or other promotional activities, subject to applicable consent and regulatory requirements.
- **Important notifications:** Communications relating to regulatory or statutory requirements, changes to applicable terms and policies, privacy notice, security alerts, and other important service-related updates.

- **Customer service communications:** Responses to customer queries, requests, complaints, feedback, and other communications required to provide customer support.

NABFINS shall use customer contact information for communication purposes in accordance with applicable laws, regulations, and regulatory directions. Where consent is required for promotional or other non-essential communications, NABFINS shall obtain such consent through appropriate mechanisms and provide customers with a suitable option to withdraw consent or opt out of such communications.

Withdrawal or opting out of promotional communications shall not prevent NABFINS from sending essential transactional, security, regulatory, statutory, or other service-related communications where such communications are necessary or permitted under applicable law.

<u>Communication Frequency and Charges Frequency:</u>

The frequency of communications sent by NABFINS may vary depending on the customer's account activity, transactions, service requests, communication preferences, and the products or programs subscribed to by the customer. NABFINS shall make reasonable efforts to ensure that communications are relevant to the purpose for which they are sent and are not excessive.

NABFINS generally does not levy separate charges solely for receiving communications. However, standard SMS, mobile data, internet, or other applicable communication charges may be imposed by the customer's telecom operator or service provider as per the customer's applicable plan or tariff. Any such charges shall be governed by the terms and conditions of the customer's respective service provider.

<u>Opt-Out Mechanisms</u>

Customers may opt out of receiving promotional, marketing, or other non-essential communications from NABFINS at any time, subject to applicable laws and regulatory requirements.

To update their communication preferences or withdraw consent for promotional communications, customers may contact NABFINS through the contact details or designated communication channels provided on the NABFINS website.

Upon receiving a valid opt-out request, NABFINS shall take reasonable steps to update the customer's communication preferences and discontinue promotional communications within the applicable processing timeframe.

Opting out of promotional communications shall not affect the customer's receipt of essential communications, including transactional, account-related, security, statutory, regulatory, or other service-related communications that NABFINS is required or permitted to send under applicable law.

<u>Third-Party Marketing</u>

NABFINS does not sell, rent, or disclose customers' personal contact information to third parties for their independent marketing or promotional purposes.

Where promotional or marketing communications are undertaken by NABFINS, such communications may be sent directly by NABFINS or through authorized service providers engaged by the Company for this purpose. Such service providers shall be subject to appropriate contractual, confidentiality, privacy, and information security obligations and shall use customer information only for the purposes authorized by NABFINS.

Where required under applicable law, NABFINS shall obtain appropriate customer consent before sending promotional communications or using personal data for marketing purposes.

NABFINS may share non-personal, anonymized, or aggregated information for legitimate purposes such as industry research, statistical analysis, service improvement, and regulatory or statutory reporting, provided that such information does not reasonably identify an individual and is handled in accordance with applicable requirements.

CHANGES TO PRIVACY NOTICE

NABFINS may modify, revise, or update this Privacy Notice from time to time to reflect changes in applicable laws, regulations, regulatory directions, business requirements, technology, operational practices, or data processing activities.

The Privacy Notice shall be reviewed at least annually and may also be reviewed or updated whenever considered necessary by NABFINS. Where material changes are made, NABFINS shall take reasonable steps to communicate such changes to customers through appropriate channels, as may be required under applicable law or regulatory requirements.

The updated Privacy Notice shall be made available on the NABFINS website at www.nabfins.org and shall become effective from the date specified in the revised Notice. Customers are encouraged to periodically review the Privacy Notice to remain informed about how NABFINS collects, uses, processes, shares, and protects personal data and about their applicable privacy rights.

Where required by applicable law or regulatory directions, NABFINS shall obtain fresh consent or provide additional notice in respect of material changes to the processing of personal data.

Continued use of NABFINS's services after the effective date of an updated Privacy Notice shall be subject to the revised Notice, to the extent permitted under applicable law. Nothing in this provision shall be construed as limiting any statutory rights or protections available to customers under applicable law.

CONTACT INFORMATION

For any questions, concerns, requests, or grievances relating to this Privacy Notice, the collection, use, or processing of personal data, or the exercise of applicable privacy rights, customers and other individuals may contact NABFINS Limited through the contact details and designated communication channels published on the NABFINS website.

To facilitate timely and appropriate resolution, individuals are encouraged to provide sufficient and relevant details in their communication, including the nature of the query, request, concern, or grievance and any supporting information, where applicable.

The latest contact details and available communication channels are available on the NABFINS website and may be updated from time to time.

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