

PRIVACY POLICY

Cholamandalam Investment and Finance Company Limited (hereinafter referred to as "CIFCL") is very much concerned about the privacy of data and information of the Users accessing, selling, offering or purchasing products or services on the website www.gaadibazaar.in, mobile applications or otherwise doing business with CIFCL. This Privacy Policy describes the information which shall be collected by CIFCL from the Users during the course of offering services/products. This Privacy Policy helps the User understand how CIFCL collects, uses, stores, processes, transfers and protects all the User information when the User visits the website www.gaadibazaar.in, mobile applications and avail the products and services offered therein, which will help the User take informed decision.

This Privacy Policy is an electronic contract formed under the Information Technology Act, 2000 and Rules made thereunder and the relevant amendments made thereon. This Privacy Policy does not require any physical, digital or electronic signature.

This Privacy Policy of the website available at "www.gaadibazaar.in", "Gaadibazaar" mobile applications (individually and collectively referred to as "Website") is applicable to the guest users or registered users of the Website (hereinafter referred to as the "User").

CIFCL shall not disclose the personal information of the User to third parties for their marketing purposes without the explicit consent of the User. The User is advised to read this Privacy Policy to learn more about the ways in which CIFCL shall use and protect the personal information of the User. By visiting this Website, the User agrees to be bound by the terms and conditions of this Privacy Policy. If the User disagrees with the terms and conditions of the Privacy Policy, the User shall not use or access this Website.

By accepting this Privacy Policy on registration, the User expressly consents to (i) be bound by the terms and conditions of this Privacy Policy; and (ii) CIFCL's use and disclosure of the User's personal information in accordance with this Privacy Policy. This Privacy Policy shall be read along with the terms of User Agreement available in the Website.

1. Information collected in the Website

While the User registers with the Website, CIFCL collects certain basic personal information of the User and stores the same in the Website, which enables CIFCL to provide products, services and features that likely meet the needs of the User, and to customize the Website to make the User experience safer. CIFCL collects the personal information of User which it considers

necessary for providing a better service to the User. The User can browse the Website without providing their personal information. When the User provides his/her personal information, he/she is not an anonymous User of the Website. For fully using the Website and availing the product/services provided therein, the User needs to register with the Website by providing his/her contact, identity information and other personal information as indicated in the Website. If the User is not willing to provide his/her personal information, he/she may opt out from registering with the Website.

CIFCL may automatically track certain specific information of the User based on his/her behavior on the Website. Likewise, CIFCL may use the said information to perform internal research on the User's interests, behaviour and demographics for better understanding, protecting and serving the User. The information provided by the User shall be compiled and analyzed on an aggregated basis. This information may include the URL that the User just came from (whether this URL is on the Website or not), which URL the User next goes to (whether this URL is on the Website or not), the User's computer IP address and browser information.

CIFCL shall use data collection devices such as "cookies" on certain pages of the Website to analyze such web page flow, measure effectiveness of promotional activities and promote safety and trust. "Cookies" are nothing but small files placed on the hard drive, which will assist CIFCL in providing better services. CIFCL offers certain features that are only available through the use of "cookies". CIFCL also uses cookies to allow the User to enter his/her password less frequently during a session. Further, cookies also help CIFCL in providing information that is targeted to the interests of the User. Most of the cookies are "session cookies", which will be deleted automatically from the hard drive at the end of a session. The User is always free to decline the cookies, if his/her browser permits, although in that case the User may not be able to use certain features of the Website and the User may be required to re-enter his/her password more frequently during a session.

If the User chooses to buy or sell vehicles/equipments and/or purchase other products/ services offered in the Website, then CIFCL shall collect information about the User's buying and selling behaviour. CIFCL also collects other users' comments about the User in the feedback column of the Website. In the event of the User choosing to provide feedback on other users of the Website, CIFCL shall collect that information. CIFCL shall retain information as necessary to resolve disputes, troubleshoot problems and provide customer support to the extent permitted by law. If a User sends personal correspondence to CIFCL, such as emails or letters, or if other users or third parties send correspondence to CIFCL about the activities of User or postings on the Site, CIFCL may collect and store such information into a file specific to the said User.

2. Usage of User Information

CIFCL uses the personal information of User to improve the services/products offered in the Website. The personal information and other information of the User, which CIFCL obtains from the User's current and past activities on the Website, shall be used by CIFCL to: measure User's interest in the services/products provided in the Website; inform the User about online and offline offers, products, services, and updates; customize User experience; help promote safe trading; detect and protect CIFCL against error, fraud and other criminal activity; resolve disputes; troubleshoot problems; collect fees owed; enforce our User Agreement; sharing in the course of Classified listings with prospective buyers/sellers(including dealers involved in buying and selling) as the case may be; and as otherwise described to the User at the time of collection of information. CIFCL may analyze the information shared by various Users to identify the Users using multiple User IDs. CIFCL may compare and review User's personal information for errors, omissions and for accuracy. If a User chooses to list a Vehicle/equipment for sale on the Website, CIFCL shall use such User's address and billing information to bill the User and provide required support.

The User agrees that CIFCL may use his/her personal information to analyze usage of the Website, to improve CIFCL's marketing and promotional efforts, to improve the Website's content and product/service offerings and customize the Website's content, layout and services. The User agrees that CIFCL may use his/her personal information to contact the User and deliver information such as targeted banner advertisements, administrative notices, product offerings and communications relevant to his/her use of the Website. The User expressly agrees to receive the said information on acceptance of the User Agreement and Privacy Policy. If the User is not willing to receive the aforesaid communications, the User may opt out of the receipt of the said communications in his/her profile. The User may make changes to his/her profile at any time.

By using the Website and providing the required information, the User authorizes CIFCL & both its present and future associates to communicate with him/her via Email, Phone, SMS or any other means to offer the User their and CIFCL's services, offer promotional offers, impart product knowledge as listed on the Website & offers of CIFCL's associates regardless of the User's DNC or DND status.

3. Disclosure of User information

CIFCL may reveal the general statistical information about the Website and Users, such as number of Users, number and type of products and services provided, etc from time to time.

CIFCL may also use the information collected from the User to deliver information to User that are targeted to User's interests, such as new services and promotions. The following are examples of some categories of persons to whom CIFCL may share User information from time-to-time.

1. Listing of Advertisements

a. Where the User enters information on any form hosted by an advertiser in the Website, such information shall simultaneously be collected by CIFCL and the advertiser (including dealers, car manufacturers, valuers, insurers etc). The information shall be used by CIFCL in accordance with this Privacy Policy and the advertiser shall bound to use such information as per its prevalent privacy policies. As CIFCL cannot have control over the privacy policies/practices of the advertisers, the User should evaluate the advertiser's privacy policy/practices before deciding to provide the said information.

b. CIFCL may aggregate the personal information of Users available in the Website and share such information in a non-personally identifiable manner to the advertisers and third parties for marketing and promotional purposes of Website.

2. Listing of Classifieds

a. On the listing of a classified advertisement by a User, and another User expressing his interest on the advertisement, the User who expresses interest over the advertisement will be provided with the contact information of the User listing the classified advertisement.

b. Likewise, the contact information of a User who expresses interest in a classified advertisement shall be shared with the User who has listed the said advertisement.

3. Third Party Products and Services offered on the Website

There are certain services for which third parties may request the information of User before rendering the service (example: personal information, vehicle particulars for valuation of such Vehicle), such information shall simultaneously be collected by CIFCL and the third party. The information shall be used by CIFCL in accordance with this Privacy Policy and the third party shall bound to use such information as per its prevalent privacy policies. As CIFCL cannot have control over the privacy policies/practices of third parties, the User should evaluate such third party's privacy policy/practices before deciding to provide the said information.

4. Third Parties as Internal Service Providers of CIFCL

To facilitate or outsource certain aspects of the business, service operations and products which are provided by CIFCL to the User through this Website (e.g., search technology, rewards programs etc.), CIFCL may use third parties who will be referred to as internal service providers and therefore CIFCL may provide some of the personal information of User directly to these

internal service providers. The internal service providers are subject to non-disclosure agreements with CIFCL and other legal restrictions that prohibit their use of the information which shall be provided to them to perform the specific outsourced Website related operation, unless the User has explicitly agreed or given his/her prior permission to the internal service providers for additional uses. On certain occasions, the internal service provider may collect information directly from the User. In such event, the User will be notified of the involvement of the internal service provider, and all additional information the User shall provide to the internal service provider/s and their additional uses will be strictly up to the User. If the User provides additional information to an internal service provider directly, then the use of such additional information is governed by the privacy policy of such internal service provider.

5. Affiliates and Subsidiaries

CIFCL shall share much of the User information including their personal information, with its affiliates, subsidiaries, and joint ventures that are committed to serve the User through the Website and other modes. These entities shall protect the information on par with the information which they obtain from their users. CIFCL, its affiliates, subsidiaries, joint ventures, or any combination of such, may share some or all of personal information of User with another business entity with whom CIFCL, its affiliates, subsidiaries and/or joint ventures plan to, merge with, or be acquired by that business entity. On happening of such merger of acquisition, CIFCL shall request the new entity to follow this Privacy Policy with respect to such User's personal information.

6. Sharing of Information on Legal/Regulatory Requirements

CIFCL shall comply with the directions of law enforcement agencies, statutory, judicial and non-judicial authorities and cooperate in the inquiries. Therefore, in response to a direction of law enforcement, regulatory or other such government authority, relating to an investigation, we shall disclose the User's name, contact details, his/her behaviour/ activity in the Website with or without a subpoena or summon. However, in the effort to protect User's privacy, CIFCL shall endeavour to insist the issuance of specific notice under relevant statute, subpoena, court order or similar procedure under law from the law enforcement, regulatory or other such government authority directing CIFCL to share the personal information of a User, prior to the sharing of any information of User to the said authorities.

CIFCL may be compelled to divulge personal information of User to government or third parties under certain circumstances. Further, third parties may unlawfully intercept or access transmissions or private communications or other Users may abuse or misuse personal information of a User that they access in the Website. Therefore, CIFCL does not promise

and User shall not expect that his/her personal information or private communications will always remain confidential.

6A. Obligations of User

The User agrees, undertakes and confirms that while providing his/her information on the Website, the User shall not upload, display, host, publish, modify, update, transmit or share any information that:-

- a) harms a minor in any way;
- b) infringes any copyright, patent, trademark or other proprietary rights;
- c) violates any law for the time being in force;
- d) belongs to another person and to which the User does not have any right to;
- e) is obscene, pornographic, pedophilic, libelous, invasive of another's privacy hateful, racially and/or ethnically objectionable, blasphemous, defamatory, harassing, harmful, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever;
- f) impersonates any other person;
- g) deceives or misleads the Website and/or its Users about the origin of such information or shares any information which are offensive in nature;
- h) threatens the integrity, defence, security, unity or sovereignty of India, its friendly relations with foreign countries or public order or causes incitement to the commission of any offence or prevents investigation of any offence; or
- i) contains files, computer code, software viruses or programs designed to destroy, interrupt or limit the functionality of any computer resource.

6B. Usage of Other Users' Information

To facilitate the communication and interaction among the Users of Website, CIFCL allows the User to access other users' contact details. As a seller, a User shall receive the contact details of the intending buyer(s) via email/short messaging service (SMS) and as an intending buyer; a User shall receive the contact details of the seller(s) via email/SMS. By entering into the User Agreement hosted in this Website, the User agrees that, with respect to other user's personal information that the User obtains through the Website or through a related communication from Website or Website facilitated transaction, the Website hereby permits the User a license to use such information only for:

- a) availing services offered through the Website,
- b) any other purpose that the User expressly opts by providing adequate disclosures. The User shall give adequate opportunity to other Users to remove themselves from his/her database and an option to review the information collected by such User about other Users.

No User shall disclose personal information of another User to a third party without the specific consent of that another User and CIFCL.

The Website shall not tolerate spam. Hence, no User shall add another User to his/her email or physical mail lists in any circumstance without the express consent of that another User.

7. Change of Personal Information by User

CIFCL shall verify the identity of User before granting access or making changes to his/her personal information. Subsequent to the registration of profile by a User in the Website, the User ID and Password will be required by the Website to access the said User's profile.

8. User's consent

By using the Website, the User consents to the collection and use of information disclosed by him/her in the Website. The User may at anytime, by writing to CIFCL, withdraw his/her consent to use the User information, in such event, CIFCL will desist from using it. However, CIFCL reserves the right to discontinue all services rendered under the Website to such User, immediately on the withdrawal of his/her consent.

On amending the Privacy Policy, CIFCL shall notify the User, in the Website, at least 10 days in advance of implementation, about the amendment to the Privacy Policy, enabling the User to know what information are collected, how it is being used and under what circumstances it is disclosed.