

## FINX PRIVACY POLICY

We are committed to protecting the privacy of our users and their personal information. This privacy policy explains how we collect, use, and share your personal information when you use our website, applications, products, and services.

This Privacy Policy applies to all information that AV Financial Experts Network Private Limited and its affiliates located worldwide (hereinafter referred to as “FinX”) collect through and other websites, online features, applications, products and services that post a link of this Privacy Policy (hereinafter referred to as the “Sites”) in order to demonstrate its firm commitment to privacy.

FinX is committed to respecting the privacy of all the Registered Users. FinX strives to provide safe and secure data handling to all the Registered Users who upload user content on the servers of FinX. This Privacy Policy hereby incorporates by reference all terms and conditions included in “Registered Users’ Acceptance of Terms and Conditions”. Capitalised terms not defined in this Privacy Policy are defined in the “Registered Users’ Acceptance of Terms and Conditions”.

This Privacy Policy lays down the policies and practices which are applicable to the collection, usage and disclosure of personal information and anonymous information which a Registered User submits to FinX through the Sites. By accessing the Sites or by registering with FinX, a Registered User unconditionally agrees, consents and accepts all the terms and conditions of this Privacy Policy.

A Registered User’s usage of the Sites shall signify his/her acceptance of this Privacy Policy. FinX reserves the right to modify the provisions in this Privacy Policy without prior notice to anyone. Therefore, Registered Users are requested to periodically revisit the provisions of the Privacy Policy for all relevant and applicable updates/amendments at <http://www.finxpert.org/>

### REGISTRATION OF ACCOUNT

A user needs to sign up/ register for a user account by providing all required information in order to access or use FinX Services.

When a customer/ user submits data to register on FinX Website, FinX might require him/ her to provide relevant basic details like their full name, e-mail address, contact number, residential address details, nationality, etc and an auto generated password which can later be changed by the User. Please note that the email address/ contact number shall always be used as the username for login purposes.

While providing the aforementioned relevant basic details, the customer/ user agrees to:

a) provide true, accurate, current and complete information about themselves as prompted by the sign-up process; and

b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

FinX may, but is not obligated to, use the information provided to verify that they are actually a customer / user.

In the event, any/ all of the aforementioned information is found to be untrue, inaccurate, outdated, or incomplete, or if FinX has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, FinX may terminate or suspend the relevant user account and refuse current or future use of any or all of the FinX Services.

Registered Users are responsible for maintaining confidentiality of username, password and other sensitive information.

## **2. COLLECTION AND RETENTION OF INFORMATION**

FinX only collects such Registered User information that they actually need. It only stores name, e-mail address and contact information in their database and/or servers in India and does not store any personal sensitive information like credit card/ debit card information in any manner whatsoever (except with permission of such Registered Users in the secured payment gateways).

Collection of information about the Registered User is done only if FinX needs the same for some legitimate purpose and in furtherance to "Registered Users' Acceptance of "Terms and Conditions". FinX will have possession and custody of information about the Registered User only if

(a) they have provided the information themselves,

(b) FinX has automatically collected the information or

(c) FinX has obtained the information from a third party.

FinX retains Registered Users' personal information for as long as it is required for the purposes stated in this Privacy Policy. Please note that FinX may retain some of the user specific personal information for longer periods as permitted or required by law, such as to prevent abuse, or if the same is required in connection with a legal claim or proceeding, to enforce its agreements, for tax, accounting, or to comply with other legal obligations. When FinX no longer has a legitimate need to process Registered Users' information, it will compulsorily delete or anonymise the information from their active databases. Also, FinX will securely store the information and isolate it from

further processing on backup discs until deletion is possible.

### **3. USAGE AND DISCLOSURE INFORMATION**

By submitting user information through the FinX Website, a Registered User agrees to the terms and conditions of this Privacy Policy and expressly consents to the processing of information in accordance with the same. All information and user content submitted by the Registered User shall be processed and stored in the FinX database and/ or servers in India, that specifically identifies him/ her with the designated User Account. FinX may use all this Information and User Content for their internal purposes including contacting the Registered User via email to inform them about updates, informing them about new FinX Services and new opportunities. FinX may also share this information with their Business Partners who wish to contact the Registered Users for providing them FinX Services based on different parameters, specifications and area of expertise. FinX undertakes that they shall, at no point of time, disclose, deal, transfer, transmit, rent or sell any Information and/or User Content thus collected to any third-party agencies for any consideration whatsoever.

### **4. DATA OWNERSHIP**

FinX respects the Registered User's right to ownership of content created or stored by them. The Registered User owns the content created or stored by them. Unless specifically permitted by the Registered Users, the use of the FinX Services does not grant FinX the licence to use, reproduce, adapt, modify, publish or distribute the content created by such Registered User or stored in the user account for FinX' commercial, marketing or any similar purpose. However, the Registered User grants FinX blanket permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of their user account solely as required for the purpose of providing the FinX Services to them.

### **5. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise stated, all materials contained in the FinX Website, including all design, marks, text and images as well as any software programmes or contents available on this Website are protected by copyright, trademark or other proprietary rights owned by FinX. No part of the contents of the FinX Website may be copied, reproduced, published, uploaded, posted, transmitted, distributed or stored in any other website or be included in any public or private electronic retrieval system or services without the prior written permission of FinX. Any unauthorised use of the Website including but not limited to any other internet, intranet, web or other site or computer environment is strictly prohibited.

### **6. THIRD PARTY SERVICES AND CONTENT**

FinX website may be made available or accessed in connection with third party services and

content (including advertising) that FinX does not control. Registered Users acknowledge that different terms of use and privacy policies may apply to the use of such third-party services and content. FinX cannot and does not guarantee the accuracy, integrity or quality of any content provided by such third parties. In addition, users' requirements found on or through the FinX Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between them and the third parties. In no event shall FinX be liable for any damages arising out of any interaction between users and such parties, without the knowledge of FinX. The information provided on the FinX Website has been provided on an "AS IS, WHERE IS" basis.

Similarly, Registered Users agree and consent that they shall not: (i) transfer the FinX Services or otherwise make it available to any third party; (ii) provide any service based on the FinX Services without prior written permission; (iii) use the third party links to sites without agreeing to FinX website terms & conditions; (iv) post links to third party sites or use FinX's logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the FinX Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of FinX; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication

## **7. CONSENT TO RECEIVE ADDITIONAL COMMUNICATION FROM FINX**

When a Registered User provides his/her consent to avail services from FinX, he/she shall also agree to receive communications from FinX, such as service announcements, administrative messages, advertising & marketing communication, and newsletters. The Registered User understands that these routine communications shall also be considered part of using the FinX Services. As part of FinX's policy to provide total privacy, FinX shall provide the Registered User with an option of opting out from receiving advertising and marketing communication, and newsletters from the services' information provided through such communication means. However, the Registered Users shall not be able to opt-out from receiving service announcements and administrative messages.

## **8. DIVULGENCE OF CONFIDENTIAL INFORMATION**

FinX agrees that they shall fully cooperate with law enforcement inquiries, court orders and decrees as well as with other third parties to enforce laws, such as: intellectual property rights, prevention of fraud, theft, harassment and other rights. FinX shall be liable to disclose any information and User Content about Registered Users, if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to court summons, orders/decrees or warrants served on us; (b) protect or defend the rights or property of FinX or

third parties; (c) assist in an investigation; or (d) respond to an emergency that poses a threat to the safety of Users or other persons

## **9. SUSPENSION AND TERMINATION**

FinX may suspend a Registered User account or temporarily disable access to whole or part of any FinX Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to [info@Finxpert.org](mailto:info@Finxpert.org) within 15 days of being notified about the suspension. FinX may terminate a suspended or disabled user account after 30 (thirty) days. It will also terminate the user account on request from the Registered User. In addition, FinX reserves the right to terminate a Registered User account and deny the FinX Services upon reasonable belief that there has been violation of the "Registered Users' Acceptance of Terms of Use". Termination of Registered User account will include denial of access to all FinX Services, deletion of information in such user account such as email address and password and deletion of all data in the relevant user account.

## **10. DATA HANDLING UPON TERMINATION**

FinX saves all the information and User Content of a Registered User in their database/servers until their membership with FinX is terminated and/or the Registered User voluntarily chooses to delete his/her User Account. Please note that once a membership is terminated or the Registered User chooses to delete his/her User Account, all relevant information and User Content cannot be recovered. A Registered User may however continue to receive advertising and marketing communication or updates for a short period of time until FinX has updated its databases. Notwithstanding anything, FinX reserves its right to maintain information on Users who have been removed for violating terms of Use or otherwise.

## **11. INACTIVE USER ACCOUNTS POLICY**

FinX reserves the right to terminate unpaid user accounts that are inactive for a continuous period of 30 days. In the event of such termination, all data associated with such user account will be deleted. Please be noted that FinX will always provide the Registered User with a prior notice of such termination and option to back-up the data. The data deletion shall be implemented with respect to any or all of the FinX Services stored in the FinX database and server.

## **12. NOTIFICATION OF CHANGES**

FinX may update this Privacy Policy from time to time as FinX's services change and expand. If FinX makes substantial changes to this Privacy Policy, it will post the updated policy on its website. Once any changes that FinX makes to this Privacy Policy become effective, a Registered User's continued use of the Website after such time shall signify his/her unconditional acceptance

of the new terms.

### **13. ANTI SPAM POLICY**

This policy is applicable to all FinX services that may be used for transmitting advertising and marketing communication, bulk emails or commercial emails, promotional messages, etc. A Registered User agrees to FinX Anti-Spam Policy as a precondition to use the aforementioned services unless he/ she has provided his/ her express consent to receive mail or messages on the subject of such mail or message, such as permission-based advertising and marketing communication..

Registered Users agree to be solely responsible for the contents of such transmissions. They agree not to use the FinX Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. They agree not to use the FinX Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. FinX reserves the right to terminate their access to the FinX Services if there are reasonable grounds to believe that such Registered User has used the Services for any illegal or unauthorised activity.

### **14. LINKING TO OTHER SITES**

FinX is not responsible for the privacy practices or the content of any other websites which provide a link to [www.finxpert.org](http://www.finxpert.org). By clicking on a link, logo or other such items, or using certain services available on such websites, please note that Registered User may no longer be on FinX Website. To check what Internet location a Registered User is on or is currently accessing, please note the URL at the top and/or bottom of the browser. FinX encourages its Registered Users to read the posted privacy statement of the other websites whenever interacting with any website.

### **15. CONTACT US**

If a Registered User wishes to report a violation of this Privacy Policy or has any questions or need assistance, please contact us at:

If you have any questions about this privacy policy, please contact us at:

- [support@finxpert.org](mailto:support@finxpert.org)