

PRIVACY POLICY

Welcome to Bondbazaar!

We, at Bond Bazaar, aim to adhere to the ethical standards pertaining to collection, usage and safeguarding of the information provided by you during the use of the Application and the Website.

1. INTRODUCTION

- (a) Bondbazaar Securities Private Limited is a private limited company incorporated under the Companies Act, 2013, having its registered office at 510, Balarama Co-Op Housing Society Limited, Bandra Kurla Complex, Bandra East, Mumbai 400051 ("Company"; "We"; "Our"; "Bondbazaar"). The Company, being (i) a trading member of NSE and BSE, registered with the Securities and Exchange Board of India ("SEBI"), having registration number INZ000303236; (ii) a Depository Participant using NSDL and CSDL as the Depository bearing SEBI Registration no. IN-DP-700-2022; and (iii) on NDS-RST platform for dealing in Capital (Cash) Market/Debt segments of NSE and BSE.
- (b) The Company operates and manages the website www.bondbazaar.com ("**Website**") and the mobile application for mobiles, smart devices and any other compatible device ("**Application**") under the brand '**Bondbazaar**' (collectively referred to as the '**Platform**') whereby We, through the Platform, facilitate online trading and other ancillary services, subject to terms and conditions indicated in this document and/or any part of the Platform.
- (c) This privacy policy governs Your use of the Platform and the other associated applications, products, websites and services managed by the Company and described the online information collection of the users and the usage of the information collected therein. This Privacy Policy ("**Policy**") applies to the Platform and the Services. Please read the Policy before using the Services. Your usage of the Services and/or the registration with us via any mode or device shall signify your acceptance of this Policy and you agree to be legally bound by the terms and conditions mentioned therein. If you do not agree with the terms of this Policy, kindly do not register or use the Website, Application our products or avail any of our Services.
- (d) We acknowledge and accept that the personal details that you impart to us, is to be kept in strict confidentiality and to use the information only in the manner which would be beneficial to our client. We consider our relationship with you as invaluable and strive to respect and safeguard your right to privacy.
- (e) We shall protect the personal details received from you with the same degree of care to prevent the unauthorized use, dissemination, or publication of these information as we protect our own confidential information of a like nature. Access to Your account with us and the usage of the same is subject

to your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening, and any terms/consents/policies included on our Platform , including its “Terms of Service”, “Policies & Procedures”, and “Disclosure”.

2. DEFINITION

In addition to other words and expressions that may be defined elsewhere in this Policy, unless the context otherwise requires, the following capitalized terms wherever used in this Policy shall have the meanings as ascribed hereunder:

- (a) **“Client”** means any User who avails/has availed the Services offered on the Platform subject to the terms and conditions stipulated under Terms of Service specified on the Platform and any additional conditions, undertakings and disclaimers indicated in this document and/or any part of the Platform.
- (b) **“Exchanges”** means and refers to National Stock Exchange of India Limited (NSE), Bombay Stock Exchange of India Limited (BSE), New Debt Segment – Reporting, Settlement and Trading Platform (NDS-RST) and any other exchange that is recognised by the concerned authority.
- (c) **“Partner(s)”** means the legal person/institutions whose securities are listed/published/displayed on the Platform to enable the Company to render Services to the Clients in relation to such securities.
- (d) **“Services”** means services in the form of providing information, transaction facilitation, online trading services provided by the Company on the Platform in the manner indicated in the Terms of Service specified on the Platform.
- (e) **“Users” “You” or “Your”** means any natural or legal persons/entity(ies) (including the Clients and Partners), as the case may be, who have access to and uses the Platform for the purpose of availing the Services offered by the Company. The term **“Users” “You” or “Your”** shall mean and include any other persons/entity who access the Platform without such a User account registered with Bondbazaar as BB allows any person to use/visit/browse the website without registering on the website.

3. COLLECTION AND USE OF YOUR INFORMATION

The Platform / Services collect certain information and data when you access and/or download and/or register via the Platform. There are two types of information being collected: (i) User Provided Information (ii) Automatically Collected Information during the usage of the Service.

(a) User Provided Information and Access

- (i) After accessing the Platform, you are prompted to make an account and during this process we may collect your email address, name, phone number, address, transaction related information while availing any offers and other personal details. We may also collect information to enable us to check and verify your identity, unique identifiers, such as username or password; details entered to and stored in the account of the User on the Platform, information provided to us through our Service, interaction with our customer service, participation in surveys or marketing promotions. We may also ask you to share the OTP sent via SMS or a password or to verify a link sent on your e-mail address. All this is necessary to uniquely identify and authenticate you. With your permission we may also collect info about your location, age, gender, contact list, etc.
- (ii) While you are using our Services on the Platform, we record your responses and activity data, including but not limited to, textual and voice responses and session details.
- (iii) We may collect your Personal Information (as defined under the IT Rules) to provide Services via the Platform. While opening a trading and DEMAT account with us, you may be asked for certain Sensitive Personal Data or Information (as defined under the Information Technology Act, 2000) to complete your KYC (as per the 'Know Your Client' requirements set by SEBI) and as per the Prevention of Money Laundering Act, 2002.
- (iv) The said information collected from the Users could be categorized as "Personal Information", "Sensitive Personal Information" or other information and would be governed in accordance with the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "IT Rules") and shall collectively be referred to as "Information" in this Policy.
- (v) We may request for sensitive information from you at the time of account opening, which would include but not be limited to, (i) setting a password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) information such as name, contact number, gender, date of birth, residence and employment addresses, father's/mother's and spouses names, bank account details, scans/copies of document for address and identity proof such as Photograph, PAN, passport, drivers license, Aadhaar (voluntarily) etc. (iv) uploading signature proof/photo etc. All such information would be for the purpose of identity verification and background checking for account opening as per KYC & AML rules specified on the Platform, personalising services offered to you, keeping you updated of our Services relevant to you, information pertaining to our services you have subscribed to, and for any legal and regulatory / audit purposes.
- (vi) We may use the Information to contact you from time to time, to provide you with the Services, important information and circulate marketing and

promotional material. We may ask you for more information for identification purposes if required (personal information). The User shall be permitted to access the Website or Application via any device provided that the log in/access credentials match with the User credentials. In the event the User uses a new device to access or log-in to the Website or Application, the User shall be required to grant access for the new device, as may be required.

- (vii) We will, at all times, provide the option to you to not provide the Personal Information or Sensitive Personal Information, which we seek from you. In such event, however, the Company fully reserves the right not to allow further usage of the Application or the Website or provide any Services/products thereunder to you.
- (viii) Any portion of the Information containing personal data relating to minors or a person of unsound mind provided by you shall be deemed to be given with the consent of the legal guardian. Such consent is deemed to be provided by your registration with us.
- (ix) We would save such Information as required by the law, and as directed by the regulators along with such intermediaries regulated by them, for the purpose of offering you our services, and for such further regulatory, audit, and business purposes. We collect Personal Information from you only when you voluntarily use the services provided by us, and/or enquire to begin an association with Bondbazaar and/or complete the process of opening an account with us.

(b) Automatically Collected Information

- (i) We may collect and store certain information automatically when you login to the Website or download or use the Application, including but not limited to, the IP address, your device ID and device type (in case of the Application)¹.
- (c) With regard to security, we respect all information provided to us, and take all reasonable steps towards protection of the same. We have implemented technology and policies, with the objective of protecting your privacy from unauthorized access and improper use, and periodically review the same. We maintain procedural safeguards to protect the confidentiality and security of personally identifiable information transmitted to us. ²

(d) Aadhaar user consent policy: Voluntary Act

Please note that as specified above, the User may or may not provide the Aadhaar details since the same is voluntary in nature and may be required for which will only be required for completing your account opening procedure

online and for digitally signing the Bondbazaar account opening form. It may be used as a proof of address in place of other alternative choices provided on the Platform, including but not limited to Passport Copy, Driver's License, etc.³ Please note that the Company does not store any Aadhar information.

4. Usage of Cookies

We also use cookies for data collection. A cookie stores small bit of information stored by your browser and track your preferences which can be utilized in order to provide customised services. We may from time to time use cookies to improve your browsing experience on our website, by throwing up relevant content where possible. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. Although, some of the features, services or products may not function in a proper manner if the cookies are disabled and we would not be able to provide certain personalised services and a better user experience. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

5. Usage, Disclosure and transfer of collected information

- (a) We collect the Information for the reasons including but not limited to the following:
 - (i) To analyse and draw trends from the aggregated statistics of the User activity.
 - (ii) To provide personalised recommendations and maintain general and personalised Services
 - (iii) Identification and authentication of your use of Services
 - (iv) To improve our features and provide seamless service
 - (v) To conduct research, to administer the Application/Services and products
 - (vi) To undertake promotional activities and/or contest
 - (vii) To send you relevant notifications through e-mails and SMS which add to the effectiveness of the Service
 - (viii) To respond to any queries/doubts raised by you
 - (ix) To protect against imminent harm to the rights, property or safety of the Application/Website/ Company or its Users or the public as required or permitted by law;
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- (x) To send periodic emails for sharing information and updates pertaining to your order, occasional company news, updates, related product or service information, etc.
- (b) We do not share any of your information with third parties except with your prior consent and/or knowledge for purposes stated herein below:
 - (i) with the employees or contractors or affiliated organizations on a need-to-know basis in order to undertake process on the behalf of the Company or to facilitate smooth functioning of our Services, such as providing network services, IT support, and customer service.
 - (ii) with any parent company, investor, subsidiary or acquirer in the event of Corporate sale, merger, reorganization, sale of assets, dissolution, or bankruptcy;
 - (iii) with any third party service providers in order to personalize the Application/Website/Services/products for a better user experience and to perform behavioural analysis;
 - (iv) with respect to providing the information or services that you have requested earlier,
 - (v) with your express permission for sharing such information,
 - (vi) with intermediaries/applications who require such information as per regulatory requirements and procedure laid down by SEBI/Exchanges,
 - (vii) with judicial and administrative authorities to comply with any legal and regulatory requirements.

6. SHARING OF DATA WITH THIRD PARTIES

- (a) Under no circumstances will we sell or rent or trade your Information to anyone, for any reason, at any time, unless We have been expressly authorised by You in writing or electronically to do so. We have taken reasonable steps to ensure prevention of any unauthorised disclosure of your Information.
- (b) We will share your Information with third parties only in the ways that are described in this Policy. We may use the individual data and behaviour patterns combined with Information to provide You with personalized content, and better your experience .
- (c) The Company may provide and utilise the Information and data collected to certain third parties as the Company may deem fit, for undertaking data analysis via third party analytical tools. The third party analytical tools are utilised in order to analyse the data and Information to personalize, drive

insights and thereby provide a better performance, improve the quality of features and provide seamless services to the User.

7. THIRD PARTY PAYMENT SERVICES AND INFORMATION COLLECTION

- (a) We use a third party payment platform and payment aggregator services to complete the payment for the Services. We may use and share the User Information with reliable and reputed third-party payment gateway to whom we are associated in order to ensure swift and comfortable payment mechanism for the User
- (b) After the User is directed to the payment mechanism and the payment gateway, the Company is not liable for any data stored, used or accessed by such a third party service provider and the User Information is no longer governed by this Policy or our Platform's Terms of Service. The same shall be subject to the terms and conditions and privacy policy of the third party service provider. For these third party service providers, we recommend that you read their privacy policies in order to understand the manner in which your Information and your credit/debit card details will be handled by these providers.

8. AGGREGATE STATISTICS

We may at times provide aggregate statistics about our Users and their pattern in addition to certain related site information to certain third parties will be in an aggregate form and does not contain any of your individual detailed Information.

9. EXTERNAL LINKS

- (a) The Platform may include advertisements or external links to third party websites, applications, content or resources which are not owned/controlled by the Company. We have no control over such external links available in the Platform. You acknowledge and agree that the Company is not responsible for any collection or disclosure of any details or information by any external websites or applications or links.
- (b) You further acknowledge and agree that the Company is not liable for any loss or damage which may be incurred by You as a result of the collection and / or disclosure of your information by external applications, sites or resources, or as a result of any reliance placed by You on any advertising, products or other materials on, or available from such third party applications, websites or resources. We do not control or endorse any such

third party links or websites. The external applications or websites or links may have their distinct privacy policies governing their collection, storage, retention and disclosure of information and data. We suggest that You should review the privacy policy prior to accessing such third party external links.

10. Your consent

By agreeing to avail the service offered by the Company you have agreed to the collection and use of your Sensitive Personal Data or Information by the Company. You always have the right to refuse or withdraw your consent to share/dissemination of your Sensitive Personal Data or Information by contacting the customer care or in the manner as specified on the Platform. However, in such an event, you would no longer avail the Services extended by the Company via the Platform. You have every right to cease to hold an account with us. However, the past activity data associated with your account is intact in anonymous form with us and we may utilise it for research and analysis purposes in order to improve the quality of our Services.

11. Modification or Access to Personal Information

In case your Personal Information has been changed or in case you would not like to continue our Services, then you would be required to either update your Personal Information or unsubscribe from any updates / information with respect to notifications on the Services that you had earlier utilised or enquired upon with the Company. In case you would like to modify / delete any details with respect to your Personal Information, or to access your information in readable format, you would have to write to "connect@bondbazaar.com" or in the manner as specified on the Platform.

12. Change in the Policy

This Privacy Policy is subject to change and may be updated or revised from time to time, with prior notification to the client. If you do not agree with the terms of this Privacy Policy or any changes made to this Policy, please stop using all Services provided by the Company immediately. Else, your continued use will be deemed as your acceptance of this Policy and/ or its subsequent changes. If you have any queries or issues about the Policy, you may contact us at connect@bondbazaar.com.