

Privacy Policy (Proficient Equities Pvt. Ltd.)

Proficient Equities Pvt. Ltd. a Company incorporated under the Companies Act, 1956 having CIN: U65990WB2007PTC259260 ("Company" or "We" or "Us" and their connotations) operates a website (URL: www.proficientgroup.in) and an application called KeenTrade and Third party Platforms like BOLTPlus On Web – BOW, Odin etc., or any such medium or channel, online or offline, that is used for provisioning of the Company's product & service offerings (together called as the "Proficient Platform") which is engaged in the service of offering an online platform for carrying out trade transaction that collects personal data or information to process Users (defined hereinafter) financial and non-financial transaction requests. ("Service"). The Company is a trading member of NSE & BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000218531

The Proficient Platform gathers certain information with prior consent from the following: any natural or legal person who has visited the Proficient Platform and/or the application, and/or who may or may not have further agreed to initiate the process of opening an account with Proficient Platform shall come under the purview of the scope of this Privacy Policy (collectively "Users" or "You"). Any capitalised term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms and Conditions available on www.proficientgroup.in

Our User's privacy is extremely important to Us. We recognize the privacy concerns of the Users and hence as a commitment to provide safe and secure experience on Proficient Platform, We have formulated this privacy policy to help Users make an informed decision.

Legal Basis:

This Privacy Policy ("Privacy Policy") is meant to help the Users understand what information We collect, why We collect it, what information We disclose and how the Users can update, manage, export, and delete their information. It shall be read with our Terms and Conditions found on Proficient Website and in compliance with the following

- The Information Technology Act, 2000
- The Information Technology (Reasonable Security Practices and Procedures and Personal Information) Rules, 2011 (the "IT Rules")
- Prevention of Money Laundering Act, 2002
- Securities and Exchange Board of India (Stockbrokers) Regulations, 1992

CONSENT:

The Users will be deemed to have read, understood and agreed to the terms as provided in this Privacy Policy. By granting their assent to this Privacy Policy, Users' provide consent to such use, collection and disclosure of Personal Information as prescribed in this Privacy Policy.

We reserve the right to update or change our Privacy Policy at any time and the Users should check this Privacy Policy periodically

Continued use of the Service after We post any modifications to the Privacy Policy on this page will constitute the Users acknowledgment of the modifications and their consent to abide and be bound by the modified Privacy Policy. Users have the right to opt out of the Proficient Platform and/ or Services at any moment. In addition, the Users can, by sending an email to info@proficientgroup.in, inquire whether the Company is in possession of their personal data, and they may also require the Company to delete and destroy all such information. However, in such an event You would be required to delete your Proficient account and beyond which You may no longer be able to avail the Services provided by the Proficient Platform

Information Collected:

All information collected by the Company is with the Users' consent. The Company is however free to use, collect, and disclose information of the Users which is in the public domain. We would however 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

When Users use / register on the Proficient Platform, the Users may provide the Company with certain information voluntarily specific to the nature of the Service being availed on the Proficient Platform and/or certain information may be collected by the Company. This information may include sensitive personal information as defined under the IT rules ("Personal Information") and require the user to upload Files which may also contain personal information.

The information so collected may be shared with SEBI / NSE / BSE / Depository / Clearing Corporations/ Processing Banks / Asset Management Companies of Mutual Funds / Registrar and transfer Agents / Collecting Banks / KYC Registration Agencies (KRAs), CERSAI, NBFCs, Credit Bureaus, etc. solely for the purpose of processing your transaction requests or serving You better.

The Users hereby consent to the collection of such information by the Company. In case User chooses to decline to submit Personal Information on the Proficient

Platform, We may not be able to provide certain services to You. We will make reasonable efforts to notify You of the same at the appropriate time. In any case, We shall not be liable and or responsible for the denial of certain services to You, due to the lack of necessary Personal Information being provided by You.

Information collected by the Company shall include but not be limited to the following:

- Name
- Contact Details (Permanent Address, Correspondence Address, Email ID, Mobile No etc.) including current location
- Date of Birth, Nationality
- Age, Gender and other Demographics
- PAN, KYC Status, Signature and Photograph
- Transaction related information
- Investment Portfolio and details (managed or not managed under Proficient Platform)
- Financial information (like credit card, banking details), if applicable
- Credit Score, if applicable

We also collect certain information either when the Users provide it while using the Proficient Platform or Services and / or automatically as You navigate through the Proficient Platform (which may include usage details, IP address, device ID and type, your browser type and language, the operating system used by your device, access times, and information collected through cookies, web beacons and other tracking technologies). Proficient Platform or its authorised agents shall not retain or store that information for longer than is required for the purposes except when the information may lawfully be used or is otherwise required under any other law for the time being in force. The information collected shall be used for the purpose for which it has been collected.

Any personally identifiable information provided by the User will not be considered as sensitive if it is freely available and / or accessible in the public domain.

If the Company has reasons to suspect that the information provided by any User is misleading, inaccurate, obsolete or incomplete, the Company reserves the right to refuse provision of the Services to the User, at its sole discretion.

USE OF THE INFORMATION COLLECTED:

We collect Personal Information only necessary for the following purposes:

- To create and maintain your account;
- To enable You to avail of our Services, and ensure efficient customer care experience and develop new features;

- To send surveys or marketing communications to inform You of new products or Services or other information that may be of interest;
- To improve marketing and promotional efforts, to analyse the Proficient Platform usage, improve the Proficient Platform's content and Service offerings, and customise the Proficient Platform's app's content, layout, and Services
- To dispatch transaction-related communications such as welcome letters and billing reminders
- To notify the necessary information related to the Proficient Platform's app and Services and your account on the Proficient Platform app from time to time;
- To maintain records and provide You with an efficient, safe and customised experience while using the Proficient Platform;
- To analyse overall trends to help Us improve the Proficient Platform app / website and Services;
- Verify your identity and prevent fraud or other unauthorised or illegal activity;
- To comply with applicable laws, rules, and regulations;
- To transfer the data and the rights associated therewith to a third party as part of reorganisation or a sale of the assets of any division of the Company or the entire Company itself; and
- And in any other way consistent with this Privacy Policy and to support the above activities.

Additionally,

- We reserve the right to use or disclose your Personal Information in response to any statutory or legal requirements in order to protect our rights, the rights of our other Users, data processors and any other person or property.
- Finally, We will use or disclose your Personal Information if We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person or property, violations of the Proficient Platform's other policies, or as otherwise required by law when responding to subpoenas, court orders and other legal processes.

DATA PROTECTION:

The security of Personal Information is important and We have implemented commercially acceptable means to protect the same. Our hosting services and servers maintain its systems in accordance with industry standards and best practices to reasonably secure the information of its customers to prevent eavesdropping, and employing up-to-date software on the server. However, remember that no method of transmission over the Internet, or method of

electronic storage, is 100% secure and We cannot guarantee its absolute security. We have implemented best industry practices and security policies, rules and technical measures to protect the data including Personal Information that is under the Company's control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. Proficient Platform follows industry best practices, using open and known principles when transferring and storing your data. We believe the biggest threat to the security and privacy of the data is if someone gains access to any of your devices. It is in the best interest of the Users to keep password safe and secret to prevent unauthorised access to the account. If You think that the security of your account has been compromised, change your password and contact Us immediately at info@proficientgroup.in. However, for any data loss or theft due to unauthorised access to the User's electronic devices through which the User avails the Services, We shall not be held liable for any loss whatsoever incurred by the User.

In the event, our partners and third parties distribute Personal Information outside the scope of our agreement with such partners or third parties, the Company cannot be held liable for the confidentiality. Further, in case of breach of security or actions including without limitation, computer hacking, unauthorised access to computer data and storage device, computer crashes etc., the Company will not be held responsible.

SHARING OF PERSONAL INFORMATION:

The Company may share your Personal Information with third party service providers (called 'Data Processors') to perform certain processing activities on our behalf, such as Parties involved in hosting and enabling our Services and for the purpose of providing You with the best Services. Please note that We will not share your Personal Information with third parties allowing them to use this information for their own purposes unless You have given explicit consent thereto.

PURGING OF PERSONAL INFORMATION

You may disable or delete your Proficient Platform account at any point of time by making and completing verification of such request to Us, through the desktop website, mobile WAP site, mobile application or through the customer support, subject to the applicable terms and conditions. With this We will no longer share your data with any Data Processors. However, We shall retain your Personal Information for only as long as the purpose for its usage exists, after which the same is disposed of by Us except for any record retention required by applicable law.

The Prevention of Money Laundering Act, 2002 require transaction logs to be stored for a period of up to 5 years post the deletion of an account, the SEBI (Stock Broker and Sub Stock Broker) Regulations, 1992 requires the accounts and other details to be maintained for a minimum period of 5 years and as per the Master Circular for Depositories on preservation of records Depositories and Depository Participants are required to preserve the records and documents for a minimum period of 8 years. In line with aforementioned regulations We shall preserve the data for periods as mentioned in the applicable regulations, and their amendments from time to time. In the event of the pendency of any legal / regulatory proceeding or receipt of any legal and / or regulatory direction to that effect, We may be suggested by the applicable laws to retain your Personal Information for longer periods. We shall keep a record of the data for longer periods if required for the purpose of maintaining audit trails under SEBI or for any other purposes as required by the regulations/laws governing Us,

You also understand that the Proficient Platform operates as per certain laws, regulations and guidelines issued by multiple regulatory, statutory, and government bodies as a result we may not always be able to accept requests of purging data or deleting any information about You.

STORAGE OF PERSONAL INFORMATION

We store and process your Personal Information only in India. Our data centre and systems also maintain backup which is a part of Our disaster recovery systems which is also present only in India.

THIRD PARTY DISCLAIMER:

The Proficient Platform may contain links to other websites. Please note that when Users click on one of these links, they are entering another website over which We have no control and for which We will bear no responsibility. Often these websites require the User to enter their Personal Information. We encourage the Users to read the privacy policies of all such websites as their policies may differ from our Privacy Policy. Users agree that We shall not be liable for any breach of your privacy of Personal Information or loss incurred by their use of such websites or services. The inclusions or exclusions are not suggestive of any endorsement by the Company of the website or contents of the website. The Users may visit any third party website linked to the Proficient Platform at their risk. Additionally, the Proficient Platform may allow for certain content generated by the User, which can be accessed by other Users. Such Users, including any moderators or administrators, are not authorised representatives or agents of the Company and their opinions or statements do not necessarily reflect those of the Company and We are not bound thereby to

any contract to that effect. The Company expressly disclaims any liability for any reliance or misuse of such information that is made available by the Users

COOKIE POLICY

Cookies are small data files that a website stores on your computer. We may use persistent cookies which are permanently placed on your computer to store non-personal data such as browser, internet service provider, operating system, clickstream information and profiling information such as age, gender, income etc. While cookies have unique identification numbers, Personal Information shall not be stored on the cookies. We will use the information stored in the cookies to improve your browsing experience on Our website, by throwing up relevant content wherever possible. We will also use the cookies to store your preferences to ease navigation on the Website/app of the Proficient Platform.

RIGHTS OF THE USERS:

As a User, the Company grants complete control of the information submitted. The rights pertaining thereto are enumerated below:

- The right to access, update or delete the information We have on the User. This can be done through the User's account settings available on the Proficient Platform.
- The right of rectification. Users have the right to have their information rectified if that information is inaccurate or incomplete.
- The right to object and restrict. Users can object and restrict the processing of their Personal Information. This may however, interfere with the provision of Services to its optimum.
- The right to data portability. Users have the right to be provided with a copy of the information We have on You in a structured, machine-readable and commonly used format.
- The right to withdraw consent Users have the right to withdraw their consent at any time where consent is given pertaining to Personal Information

Please note that Users may be asked to verify identity before responding to such requests. If the Users are unable to perform these actions themselves, please get in touch with the Grievance Officer for assistance.

CONTACT DETAILS:

Users may contact the Company by email or postal mail on the following address of the Grievance Officer:

Proficient Equities Private Limited

Correspondence Address: BNCC&I House (4th Floor)
23, R.N. Mukherjee Road.
Kolkata - 700001, West Bengal, India
Grievance Officer: Mr O.P. Dalmia
E-mail ID: opdalmia@proficientgroup.in