

PRIVACY POLICY

FNO TECH PRIVATE LIMITED

This [Privacy Policy](#) was last modified in July 2022.

1 INTRODUCTION

- 1.1 This [Privacy Policy](#) specifies the manner in your information is collected, received, stored, processed, disclosed, transferred, dealt with or otherwise handled by us and our affiliates. In this [Privacy Policy](#), 'Company' or 'Us' or 'We' or 'Our' or similar pronoun refers to **FNO TECH PRIVATE LIMITED** (CIN U72900MH2021FTC367252) and our affiliates. We operate and manage the website www.StocksGoMad.com and the mobile application 'StocksGoMad' and any other site or application as may be offered from time to time (collectively, the "Sites").
- 1.2 You can access information, content, products, services including but not limited to applications, tools and features for interactive contests, games, campaigns, offers, social trading, copy trading, portfolio simulations and similar products or services that we may introduce from time to time (collectively, the "Services") on the Sites. You can sign up for an account ("StockGoMad Account") to access the Services, products and features on the Sites. By registering on the Sites and/or agreeing to avail the Services, you have agreed to the collection, use, storage and dissemination of your information including sensitive personal information as set out below in this [Privacy Policy](#). If you do not agree with this [Privacy Policy](#), please do not proceed.
- 1.3 We retain the unconditional right to modify, amend this [Privacy Policy](#) without any requirement to notify you of the same. You should review the most current version of this [Privacy Policy](#) by visiting and clicking on the [Privacy Policy](#) hyperlink located at the bottom of the page.

2 COLLECTION OF INFORMATION

- 2.1 We shall protect the information received from you with reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of this information. We have put in place reasonable security measures and safeguards to protect your privacy and personal information from misuse, unauthorized access, disclosure, destruction etc. in compliance with applicable laws.
- 2.2 **Information You Provide to Us.** We collect information you provide directly to us. For example, we collect information when you create an StocksGoMad Account, participate in any interactive features of the Services, fill out a form, participate in a contest or promotion, make a purchase, communicate with us via third party social media sites, request customer support, or otherwise communicate with us.
- 2.3 **When You Sign Up or Register for an StocksGoMad Account.** If you sign up for an StocksGoMad Account, we will collect information about you, viz. name, age, gender, date of birth, email address and telephone number. You may provide this information to us directly, or by signing in to your account/service with a third party, including without limitation, Facebook or Google (see "**Information We Collect from Other Sources**" below). We will use the information that we collect about you to:
- 2.3.1 Create and maintain your StocksGoMad Account;
- 2.3.2 Allow you to log in to StocksGoMad;
- 2.3.3 Contact you about your StocksGoMad Account and/or our Services (this may include marketing emails).
- 2.4 **When You Provide Information to Build Your Profile.** Once you have created an StocksGoMad Account, we will ask you to provide additional information to allow you to make use of certain functions and to complete your "**Profile**". This may include information about your experience, trading, education, source of income, investment aims and appetite, occupation, employer and employment position, annual income, investment portfolio, assets and other details or questions as may be required in the Profile creation. This information can be used to identify you as an individual and to communicate with us.
- 2.5 **Information we collect from other sources.** We may also collect information about you from third parties, when you use or connect to StockGoMad Account by or through a third party platform, such as Facebook or another site, you allow us to access and/or collect certain information from your third party platform profile/account as permitted by the terms of the agreement and your privacy settings with the third party platform. We will share such information with the third party platform for their use. Some of the information we collect from you on installation of the mobile app will be shared by us with vendors and other service providers who are engaged by,

or working with, us in connection with operating and analyzing the Services we provide to you.

2.6 **Usage and Automatically Collected Information.** When you access or use our Sites or Services, we automatically collect information about you, including:

2.6.1 **Financial Information:** We collect financial information related to your use of the Services, including information you provide to us or that we collect from public sources.

2.6.2 **Log Information:** We collect log information about your use of the Services, including the type of browser you use, app version, access times, pages viewed, your IP address, any other network identifiers, and the page you visited before navigating to our Services.

2.6.3 **Device Information:** We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers, and mobile network information.

2.6.4 **Activities on the Site:** We collect records of activities on the Site, including, any content you post, your StockGoMad Account details, the time, value and currency of any deposit, withdrawal, or transaction made and the payment method.

2.6.5 **Location Information:** In accordance with your device permissions, we may collect information about the geo-location of your device.

2.6.6 **Information Collected by Cookies and Other Tracking Technologies:** We use different technologies to collect information, including cookies and web beacons. You can find out more about our use of cookies and similar technologies in our Cookies Policy.

2.7 We also gather and store non-personal information i.e., IP address, browser type, meta-data, app settings, device information, the date and time of your visit and the pages on our website number of pages viewed etc. in order to provide better service for our users. We use the information to get page view statistics, to analyze trends and better understand the usage of the site, and for system administration purposes.

3 HOW WE USE YOUR INFORMATION

3.1 We primarily use the information we collect to provide the Services to you and for your use of the Services. This includes using your information to:

3.1.1 contact you on matters related to your StocksGoMad Account;

3.1.2 provide you with notices related to your StocksGoMad Account, general updates, market updates and other marketing materials, including about the Services offered by members of the StocksGoMad Group;

3.1.3 tailor the products and services offered through the Site to you, including without limitation, to perform any suitability or appropriateness assessments for using our services and/or products;

3.1.4 maintain administrative records relating to our business;

3.1.5 set up security measures to secure your account, including without limitation, to carry out two-factor authentication ("2FA");

3.1.6 provide the Services; analyse usage and generally improve the Services; ensure the security of the Services, prevent fraud and enforce our policies;

3.1.7 conduct data analysis and audits, undertake financial/regulatory/management reporting;

3.1.8 personalize your experience, offers and promotions that we deliver, contact you about new features, products etc. and perform other activities; develop new products, identify usage trends, determine the effectiveness of our promotional campaigns, and operate our business.

3.2 You can update your Profile at any time by visiting the "Account" page in the Settings menu when logged into your StockGoMad Account. We recommend that you update your Profile regularly, to ensure that the StockGoMad functions offered to you are appropriate for your current circumstances. You acknowledge that we may rely upon such information and that you are responsible for any damages or losses which may result from any inaccuracies, including without limitation, the inappropriateness of our Services to your Profile.

3.3 We may also share the information so collected with third parties in connection with providing services, products

and features accessed by you and where we feel they can contribute to add value and improve the quality of services imparted available by you. We shall take reasonable steps to ensure that the confidentiality of your information is maintained by imposing applicable confidentiality standards on such third parties.

4 SHARING OF INFORMATION

- 4.1 **Social Sharing Features.** If you have elected to use our applications via social networks (such as Facebook, Twitter, etc.), our application will be granted access to your social network account general information which includes your name and username in the social network, profile picture, gender, networks, user ID, list of friends, and any other information you have permitted to be shared depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.
- 4.2 **Advertising and Analytics Services.** We may allow others to provide analytics services and serve advertisements about our products and services on our behalf across the web and in mobile applications. This may involve cookies and other technologies to collect information about your use of the Services. This information may be used by StocksGoMad to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services, and understand your online activity in connection with the Services. Please refer to our Cookies Policy for more information about the cookies involved and the process of consenting or refusing cookies.
- 4.3 We follow applicable industry standards and best practices to reasonable secure information collection from you. We use firewalls and Secure Socket Layers to help protect the information we collect from you when it is being communicated to us. Our policies restrict access to your personal information to only those employees and service providers who need to know the information in order to provide you the Services. We maintain physical, electronic and procedural safeguards that comply with applicable privacy and data security laws and regulations.

5 YOUR CONSENTS

- 5.1 By accessing the functionality, products, features, content of the Sites and by using the Services you consent to the use of your personal information by us, our affiliates and third parties, service providers, vendors in addition to governmental agencies and regulatory bodies.
- 5.2 With your consent, we may send promotional and non-promotional push notifications or alerts to your mobile device. You can deactivate these messages at any time by changing the notification settings on your mobile device.

6 YOUR CHOICES

- 6.1 You always have the right to refuse or withdraw your consent to share/dissemination of your sensitive personal information. However, in such an event, you will no longer be able to avail our Services. You can configure your browser or phone settings to reject all cookies, or to notify you when a cookie is set. Each browser is different, so check the Help menu of your browser to learn how to change your cookie and privacy preferences. However, if you reject cookies, your use of Services may be impaired, restricted or stopped.
- 6.2 Legal Basis for Processing: For transparency purposes (where relevant under data protection legislation applicable to our processing of your personal information) we process your personal data on the following legal grounds:
- 6.2.1 If you have an StocksGoMad Account or have registered on the Site or for the Services, our legal basis for processing your personal information is that it is necessary for the performance of the relevant StocksGoMad Entity's terms and conditions, terms of business and/or terms of use, and to provide the requested service to you. With respect to an StocksGoMad Account, this includes facilitating access to our platform, processing payments and executing trades.
- 6.2.2 We process your personal information where necessary for StocksGoMad to comply with legal and regulatory obligations we are under, and also where it is necessary for legitimate interests we have in conducting our business (or the legitimate interests of our partners in complying with their legal obligations), balanced against the rights of our customers, like you. These include without limitation
- 6.3 You can close your StocksGoMad Account. Even though your account is closed, we still may retain and use your personal information to comply with law, prevent fraud, resolve disputes, assist with any investigations, enforce

our policies, analyze and improve the Services, and take other actions as permitted by law.

7 DISCLAIMER

- 7.1 WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE SITES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.
- 7.2 WE DO NOT WARRANT THAT THE SITES WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO PROVIDE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE SITES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS.

8 RETENTION OF PERSONAL INFORMATION AND SECURITY

- 8.1 We store the information we collect on you for as long as is necessary for the purpose(s) for which we originally collected it, or for other legitimate business purposes, including to meet our legal, regulatory, or other compliance obligations. The period for which we will retain personal information will vary depending on the purposes that it was collected for, as well as the requirements of any applicable law or regulation. For example, if you are invited to use StocksGoMad by another user, we will store the personal information about you provided by such other user for a period of six months in order to send an invitation to you by email.
- 8.2 If you have a StocksGoMad Account, we will store your personal information for as long as you maintain that account, and after you cease holding an account, for as long as we are required to by laws and regulations that are applicable to us.
- 8.3 We protect your personal information by using data security technology and using tools such as firewalls and data encryption. We also require that you use a personal username and password every time you access your account online. As set out in the relevant StocksGoMad Entity's terms and conditions, terms of business and/or terms of use, you must not share your password with anyone else. We recommend that you do not re-use a password previously used by you for other platforms/services. We strongly encourage you to activate Two Factor Authentication ("2FA") in your account. 2FA requires you to enter a verification code sent to your mobile phone via SMS in order to access your account

9 CHANGES TO PRIVACY POLICY

- 9.1 The Policy will be reviewed and updated from time to time to take account of changes to our operations or practices and, further, to make sure it remains appropriate in light of any changes in law, technology and the business environment. Any personal information held will be governed by our most current Policy. Please refer back to the Policy on a regular basis

10 LIMITATION OF LIABILITY

- 10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE SITES AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- 10.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

11 INDEMNITY

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- 11.1 AS A CONDITION OF YOUR USE OF THE SITES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD US, OUR AFFILIATES AND THIRD-PARTY CONTENT PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE SITES, OR FROM YOUR VIOLATION OF THESE TERMS.

12 CONTACT US

- 12.1 If you have any grievance, objection or complaint about our Sites or any incident concerning the [Terms of Use](#), you may contact us following by sending an email to support@stocksgomad.com by providing us necessary information and/or documents concerning such matter. We will undertake reasonable efforts to investigate and resolve your complaint.

13 FORCE MAJEURE

- 13.1 We shall not be responsible for delay or default in the performance of our obligations due to contingencies beyond our control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government/regulatory action.

14 GOVERNING LAW

- 14.1 This [Privacy Policy](#) shall be governed and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all matters, disputes arising out of and relating hereto.