



## PRIVACY POLICY

### 1. INTRODUCTION

1. Thank you for visiting Our site [www.dreamstreet.tech](http://www.dreamstreet.tech), the mobile application (“DreamStreet”, and any other site or application as may be offered from time to time (collectively, the “Platform” or “Platforms”).
2. Online share trading and brokerage services are offered by Finverse Platform Private Limited (hereinafter referred to as, “**FPPL**” “**Company**”, “**We**”, “**Us**” or “**Our**”), a SEBI-registered Stock Broker (Registration No. INZ000330930), a Depository Participant of NSDL (Registration No. IN-DP-830-2026), and a Trading Member of the National Stock Exchange of India Limited (Member Code: 90483) and BSE Limited (Member Code: 6967).
3. FPPL’s registered office is located at 6th Floor, Ascent, Sudam Kalu Ahire Marg, Opposite GSK, Worli, Mumbai, Maharashtra – 400030.
4. “**You**”, “**Your**”, and “**User**” shall mean anyone who visits, accesses, or uses the products or services offered by Us through the Platform.
5. This privacy policy document (“**Privacy Policy**”) is an electronic record in terms of the applicable Indian laws, including Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPI Rules**”), the Digital Personal Data Protection Act, 2023 (“**DPDP Act**”), the Digital Personal Data Protection Rules 2025 (“**DPDP Rules, 2025**”), and applicable SEBI/Exchange regulations and directions (together, “**Applicable Laws**”), as amended from time to time, to maintain the privacy of Your Personal Data (as defined below). Where requirements differ, we will comply with Applicable Laws as in force from time to time.
6. The Privacy Policy is published in accordance with Rule 4(1) of the SPI Rules, 2011 and Section 5 of the DPDP Act, 2023 read with Rules 3 of the DPDP Rules, 2025.



7. We urge You to read the terms of this Privacy Policy carefully. By accepting the terms of this Privacy Policy, You agree that You have read, understood, acknowledged and accepted this Privacy Policy to access and use the Platform. You agree, understand, and consent to this Privacy Policy.

## 2. SCOPE AND OBJECTIVE

8. We give utmost importance to the protection and privacy of the information submitted by You. We receive and store both personal and non-personal information about You when You visit and/or use Our Platform. We collect and process Your Personal Data only to the extent necessary for Us to process Your requirement(s) in accordance with such Applicable Laws. This Privacy Policy is intended to let You know the nature of Personal Data and Non-Personal Data (as defined below) (collectively, “**Information**”) that is collected by Us, the purpose of the collection of such information, and how the same is used.

9. This Privacy Policy also sets out the manner in which such Information is processed by Us or shared with any other party, and Your rights relating to such Information. We protect this Information by maintaining physical, electronic, and procedural safeguards that meet Applicable Laws and handle any Personal Data strictly in terms of this Policy.

10. This Privacy Policy shall apply uniformly to FPPL’s desktop, website, mobile applications, and any services provisioned by FPPL on its Platform.

11. This Privacy Policy does not apply to information that You provide to, or that is collected by, any third-party (excluding the group companies, affiliates and subsidiary companies) through the Platform, and any Third-Party Sites that You access or use in connection with the services offered on the Platform.

## 3. USER CONSENT

12. You agree that You have read this Privacy Policy and explicitly consent to the collection, sharing, processing, use, storage, disclosure of Your Information by Us in terms of this Privacy Policy for directly or indirectly accessing the Platform, and / or availing the services provided by us.



13. You have the option not to provide Us the Information sought to be collected. You also have an option to withdraw Your consent at any point as per the mechanism mentioned under this Privacy Policy, or seek access to or correction of the personal data you provide to us. If You do not provide Us Your Information, or, withdraw the consent to provide Us with Your Information at any point in time, We may be unable to provide You with Our services, or may need to terminate any existing relationship We may have with You.

14. You acknowledge that You are not a minor (i.e., You are above the age of 18), and are competent to enter into a contract, and that You are providing Your Personal Data out of Your free will. If information about a minor (i.e., an individual below the age of 18) has been inadvertently shared with Us (without the consent of their parents/guardians), please contact Us at [grievance@dreamstreet.tech](mailto:grievance@dreamstreet.tech). If We are made aware that a child under the age of eighteen years has provided their Personal Data, We will delete the information from Our records.

15. If You use or access Our Platform on behalf of someone else (as a Guardian, Power of Attorney holder, Authorised representative, Consent Manager etc.), You represent that You are authorised by such individual or entity/ User to (i) accept this Privacy Policy, and (ii) consent to the Use of such individual's Information as set out in this Privacy Policy.

#### **4. WITHDRAWAL OF CONSENT**

16. You may withdraw Your consent at any time by writing an email to: [help@dreamstreet.tech](mailto:help@dreamstreet.tech)

17. Withdrawal of consent will not affect processing already carried out prior to withdrawal, and may result in our inability to continue providing some or all services, subject to regulatory retention obligations under Applicable Laws.

#### **5. PERSONAL DATA COLLECTED BY FPPL**

18. Information / Data collected by FPPL includes, but is not limited to, the following:

18.1. **“Personal Data”** which means any data which could reasonably be used to identify You personally, which includes, but not limited to, Your name, phone number, email address,



registration account details, physical address; demographic information, such as age, income, gender, pin code, city, state, or similar information. For the purposes of this Privacy Policy, sensitive personal data or information has been considered as a part of Personal Data, which may include information such as password, financial information (details of bank/ demat account, debit card, transactional details, portfolio details or other permissible payment modes etc).

18.2. “**Non-Personal Data**” which means information that does not identify You or any other individual, and includes, but not limited to, session, web beacons and usage data, log data (as defined below) and aggregate information. We use this information to, *inter alia*, deliver Our web pages to You upon request, to tailor Our Platform to the interests of Our Users, to measure traffic within Our Platform, to improve the quality and performance of the Platform, including functionality and interactions on the Platform, etc.

19. An illustration of the categories of Personal Data / Information which we may collect / receive / share / process / use / store in order to serve you through the Platform:

19.1. Personal details (e.g. full name, age, gender, contact details including, residential address, date of birth, documents such as identity card / passport details / Aadhaar details / PAN / Voter ID / driving license, and / or education details) provided by You to FPPL to avail various services from FPPL.

19.2. Financial details (e.g. Details of Your trading experience, demat account, active bank account opened on the Platform including account number, Partner Bank and NBFCs customer ID, e-NACH, NEFT, IMPS, UPI ID details, debit card information, including the debit card number, card type, expiry date on the debit card, and name on the card, salary and income details, income, expenses, net worth, and / or credit history, transaction history, balances or other payment related details, payment method data, debit instructions or other standards instructions) needed as part of the request for some of FPPL products / services, including processing payments for the services.



19.3. Images / videos of documents / photos required to avail any of FPPL's products / services.

19.4. Know Your Customer ("KYC") documents including all proofs of identity and address, photograph, Permanent Account Number (PAN), signature, email ID, occupational details, etc.

19.5. UPI ID, category and other identifiers along with the details of services on the Platform, mode of payment, location, the date, currency and amount of the transaction, whether the payment was successful, and other information provided by You directly or indirectly to Us or provided to Us by other third-party entities. We also store transaction details such as amount spent, counterparty details, beneficiary information, account balance, transaction ID, date and time of transaction. Further, We may collect, process, disclose and store information relating to Your income, lifestyle levels, Platform-usage pattern, as well as information third parties or our integrated partners share with us about You.

19.6. Risk profile, investment selection, beneficiary and nominee data etc.

19.7. Employment details (e.g. occupation, employer name, positions held, employment history, salary and/or benefits, if any) as part of FPPL's record retention for credit / various product evaluations or as required under applicable law including Prevention of Money Laundering (Maintenance of Records) Rules, 2005.

19.8. Information about Your investments and the details of Your Demat Account.

19.9. Specimen signature(s) or consent for the processing of Your instructions received by FPPL through various payment and delivery channels.

19.10. Timestamp including IP Address and Geolocation details of the system You use to access FPPL's services. Communications with customer service support, behavioural data (e.g. data collected using cookies), information about promotions, surveys, promotional campaigns and records of Your decision(s) to subscribe or to withdraw from receiving marketing materials, if any.



19.11. Opinions provided by You to FPPL by way of feedback or responses to surveys.

19.12. Metadata such as your device ID, IP address, app version of the Platform, interaction logs, location information (when enabled), diagnostics and crash data, cookies, etc.

19.13. We may receive information about you from third parties, including login partners (such as Google, Apple or Facebook), payment processors, advertisers, analytics providers, publicly available sources, and Users who invite or refer you to the Platform.

19.14. Note that we collect, process and use personal information provided by you (that is, information that may be used to identify you and is not otherwise publicly available) to operate, provide, develop, and improve our Services. This includes information we need to keep you informed of our offerings, the products and/or services of our affiliates and group entities, and to enable our affiliates and group entities to reach out to you in relation to the products and services offered by them.

20. You acknowledge that We may keep records of communications, including phone calls received and made for making enquiries, orders, feedback or other purposes for rendering services effectively and efficiently. The Company will be the exclusive owner of such data and records. You hereby consent and authorise Us to publish feedback obtained by You on the Platform.

21. We may be required to store Your Personal Data at least for a reasonable time from the last date of use of the services on the Platform, or for such period as may be required under Applicable Laws. We shall not retain Your Personal Data for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force.

## **6. HOW WE COLLECT YOUR DATA**

22. We collect information through (a) information you provide, (b) information generated through your use of the Platform, and (c) information received from our affiliates or third parties (where permitted) , which may include the following:



22.1. Information that Users may provide when they visit Our Platform or enter information on Our Platform at the time of registration or in connection with use of services on the Platform;

22.2. We may also retrieve Your Personal Data that is available with KYC Registration Agency (“**KRAs**”); Our affiliates, group companies, relevant Registrar and Transfer Agents (“**RTAs**”), business partners, Independent service providers, our group entities, various merchants, marketplaces, re-sellers, payment partners, payment aggregators, payments systems, payment service providers and other financial institutions, to the extent required to provide You the services on the Platform.

22.3. Information that Users provide when they subscribe to email newsletters, press releases or other periodicals provided by Us, through the Platform;

22.4. Information that Users provide when they post messages on message boards, chatrooms or other message areas, or when Users send us correspondence via emails, letters or any other manner;

22.5. Information that Users provide or enable for using chatbot feature, like chat messages and queries; any documents or screenshots you share in chat; selections within the chat flow (e.g., product type, segment, language preferences); system-generated metadata such as timestamps, app version, device identifiers and diagnostic logs; and limited account context (such as client code, segment enabled status, or ticket reference) only where necessary to respond accurately or to comply with Applicable Laws.

22.6. Information like Technical and Usage Data that we collect as you navigate and interact with our Platform. This is primarily done through the use of cookies and similar tracking technologies. Technical Data means Your device's IP address, device ID, unique identifiers, browser type and version, operating system, and hardware information. Usage Data means pages You visit, links you click, features you use, time spent on pages, referral source, navigation paths, and other aspects of your interaction with our platforms.



- 22.7. When You access or use our mobile application, we may request permission to access certain features of your device (such as camera, location, microphone, storage, SMS, contacts, phone/device information, and installed applications). These permissions are prompted contextually and only when required for enabling specific features (such as KYC, referrals, login authentication, or document uploads);
- 22.8. Information that Users provide when they respond to surveys or marketing communications sent by Us or Our affiliates;
- 22.9. Images of documents / photos that may be provided by the User in order to avail services on the Platform;
- 22.10. Voice recordings of conversations between User(s) and Our customer care agent(s)/executives;
- 22.11. Specimen signature(s) provided by Users and/or any other consent(s) provided for processing the instructions provided by User;
- 22.12. Information that Users provide when posting content on social media websites;
- 22.13. Information that Users provide to us on social media;
- 22.14. Information captured in Our web logs such as device information (e.g. device brand and model, screen dimensions), unique identification numbers (e.g. Internet Protocol address and device ID), and browser information (e.g. URL, browser type, pages visited, date/time of access);
- 22.15. Information captured by web cookies or that third parties including advertisers share with us;
- 22.16. Information that we receive from our affiliates or group companies in accordance with their privacy policies and terms of use;



22.17. To facilitate the provision of our Services and comply with regulatory requirements, Information we may receive your Personal Data from:

22.17.1. Payment Gateway Providers: To confirm transaction details.

22.17.2. Depositories (NSDL/CDSL) and Stock Exchanges (NSE/BSE): For transaction and holding information.

22.17.3. Registrar and Transfer Agents (RTAs) / Asset Management Companies (AMCs) : For mutual fund related data.

22.18. Records of interaction with Our representatives;

22.19. Details pertaining to usage of the Platform which include time, frequency, duration and pattern of use, features used and the amount of storage used;

22.20. Internet protocol address, browser type, browser language, referring URL, files accessed, errors generated, time zone, operating system and other visitor details collected in Our log files, the pages of Our Platform that You visit, the time and date of Your visit, the time spent on those pages and other statistics (“**Log Data**”).

22.21. Information submitted by clients through distributors, referrers and / or other third party associated with the Company; and

22.22. Through any other mode with Your implicit / explicit consent.

23. Where permitted under Applicable Laws and based on your consent, FPPL may receive, retrieve, or auto-fetch certain Personal Data from KRAs, Sub-KRAs, KAUs, depositories, or other third-party service providers using identifiers such as your registered mobile number, PAN, or other permitted identifiers. Such information may be used to pre-fill registration, onboarding, or KYC-related fields on the Platform for your convenience, to reduce manual data entry, and to facilitate faster verification and compliance. You acknowledge that any information so auto-fetched is subject to your review and confirmation, and you may edit, correct, or update such information before submission, except where the information is locked due to regulatory requirements.



24. You hereby agree, acknowledge and grant Your consent to Us to obtain information/data from You through the Platform, different communication channels, when You provide Your details in forms, surveys, online applications or similar online fields.

## 7. HOW WE USE YOUR DATA

25. We recognise and acknowledge the value and importance of the protection of Your Personal and Non-Personal Data. By virtue of this Privacy Policy, We will collect / receive / share / process / use / store Your Personal Data and / or Non-Personal Data in accordance with Applicable Laws to provide You with the services on the Platform, enhance the user experience, manage Our relationship with You, build affluence scores/ user insights, analyse data for the introduction of new services and features, and as may be required to comply with any regulatory requirements and contractual obligations.

26. Where FPPL acts as a Depository Participant registered with NSDL, Personal Data and depository-related information of beneficial owners, including demat account details, holdings, and transaction records, shall be accessed, processed, and used strictly for the purposes permitted under the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018, circulars issued by SEBI and the respective depositories, and for providing depository-related services to Users.

27. We use and process User's information (Personal and Non-Personal) for a range of purposes, which may include the following:

- a. **Providing Our Service:** To facilitate the User to use Services vide the Platform. as governed by Our Terms and Conditions.
- b. **Facilitating Transactions:** Setting up Your account and facilitating the processing of Your transactions through Our transaction partners. This includes maintaining records of Your transactions and holdings, generating and sending reminders, alerts, and notifications for transactions.



- c. **KYC Updates and Verification:** Registering or updating Your KYC details in centralised databases such as KYC Registration Agencies and CERSAI (CKYC) to comply with regulatory requirements and to facilitate Your transactions.
- d. **Service Support and Queries:** Resolving any queries or concerns and providing support in case of issues with the use of Our services or those provided by Our partners.
- e. **Communications and Updates:** Informing You about offers related to products and services, sharing marketing materials, and communicating updates about the progress and resolution of transactions or services availed.
- f. **Marketing, Advertising and Business Development:** Informing You about our special offers, and promotions, newsletters, educational content and for other marketing, advertising, and promotional purposes, including general updates about Us and Our Services and new offerings of Us, Our affiliates and group companies or any third-party partner services (having contractual relationship with us) that may be of interest to You.
- g. **Experience Enhancement:** Streamlining and customising Your experience while using Our Services through our mobile application, website, or chatbot, including employing non-personal or aggregated information to enhance service delivery.
- h. **Improving the Services:** To analyze User's choices, browsing pattern including the frequency of visits and duration for which a User is logged on, to diagnose problems with Our servers, for improving Our systems and Platform and Services. We may combine the information that We receive from third parties with the information You give to Us and information We collect about You for the purposes set out above. We analyse the log files of Our Platform that may contain Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring, app crashes, page viewed and exit websites and applications, operating system, date/time stamp, and clickstream data. This helps Us to administer the website, to learn about user behavior on the site, to improve Our Services, and to gather demographic information about Our user base as a whole.



- i. **Transactional Support and Analysis:** Preparing analyses, reports, and tools such as portfolio snapshots, capital gains reports, and consolidated transaction history to assist in Your financial decision-making, to the extent permitted under the Applicable Laws.
- j. **Security and Compliance:** Monitoring, identifying, resolving, and preventing security incidents, frauds, criminal activities, and ensuring compliance with Applicable Laws. Further, User data may also be collected to ensure the security and integrity of Our information technology systems.
- k. **Business Transfers and Corporate Restructuring:** To facilitate mergers, acquisitions, asset sales, corporate reorganizations, or other business transfers involving Us or Our affiliate entities, where your Personal Data may be part of the transferred assets and to ensure continuity of service and compliance during any restructuring, integration, or internal reorganization.
- l. **Research and Development:** For research and development purposes to improve existing services and to design new offerings tailored to meet Your financial needs.
- m. **Monitoring and Review:** To monitor and review Our services from time to time; Also, to undertake financial / regulatory / management reporting and create and maintain various risk management models; And, for conducting audits and for record keeping purposes.
- n. **Anonymization:** We may anonymize and/or de-identify information collected from You through the Services or via other means, including via the use of third-party web analytic tools. As a result, Our use and disclosure of aggregated and/or de-identified information is not restricted by this Policy, and it may be used and disclosed to others without limitation. Personal Data which We may convert into the anonymized format is Our property. We may use it, in Our sole discretion and without any compensation to the User for any legitimate purpose. We may without restriction, share, use, reproduce, license, or otherwise exploit such anonymized data for its business purposes.



- o. **Legitimate Interests:** To fulfil Our legitimate interests, or those of a third party in conducting and managing Our business and Our relationship with You as described in this Policy.
- p. To affiliated companies and entities, within India, that have been contracted to offer services on behalf of the Us. These service providers or vendors are only permitted to use the disclosed Personal Data in accordance with the instructions provided by Us via binding documents enforceable by law.
- q. Investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of Our Terms, breach of Our agreement with You or as otherwise required by law.
- r. To fulfil the requirements of existing laws/regulations and / or court orders / public orders / regulatory directives received by FPPL / protect and defend the rights of users or FPPL.
- s. Any other matter incidental and associated to the above.
- t. For any other purpose as may be required under applicable law or pursuant to Your consent.

## **8. DISCLOSURE AND SHARING OF PERSONAL DATA**

28. We recognize the sensitivity of your Personal Data and commit to sharing it only when necessary, for lawful purposes, and with appropriate safeguards in place. Your Personal Data may be disclosed or shared with the following categories of recipients

28.1. **Regulatory, Government, and Statutory Authorities:** We may be legally obliged to share your Personal Data with regulatory, enforcement, or statutory bodies such as:

28.1.1. Securities and Exchange Board of India (SEBI)

28.1.2. Stock Exchanges (e.g. National Stock Exchange - NSE, Bombay Stock Exchange - BSE)



28.1.3. Depositories (e.g. National Securities Depository Limited - NSDL, Central Depository Services (India) Limited - CDSL)

28.1.4. Income Tax Department and other tax authorities

28.1.5. Law enforcement agencies, courts and tribunals, pursuant to legal processes or detection of fraud, money laundering, or other unlawful activities Financial Intelligence Unit – India (FIU-IND)

28.2. **Trusted Third-Party Service Providers:** We engage reputable third parties to support our operations and delivery of our Services. These may include:

28.2.1. KYC, / CKYC / KRA/KAUs, Sub-KRAs/KAUs, Identity Verification and AML Screening Providers

28.2.2. Order Management System / Risk Management System (OMS/RMS), Back Office and other Trading Infrastructure Vendors

28.2.3. Payment Gateway Service Providers and Payment Aggregators

28.2.4. Cloud Computing and Hosting Infrastructure Providers

28.2.5. Data Analytics, AI/ML solutions and Market Research Firms

28.2.6. IT Support and Maintenance Providers

28.2.7. Customer Relationship Management (CRM) System Providers

28.2.8. Marketing and Communication Service Providers

28.2.9. SMS, Email, Messaging and Notification Service Providers (OTP/transactional/regulatory/marketing communications)

28.2.10. Auditors, consultants, professional services firms and Legal Advisors

28.2.11. Document execution and digital signature solution providers

28.2.12. Marketing Technology Platforms, Campaign Management and Lead/Attribution Vendors



28.2.13. Cloud Hosting, Logging/Monitoring, Cybersecurity and Fraud Prevention Vendors

28.2.14. Logistics, printing, courier, and document storage vendors

We do not disclose the specific names of these third parties in this Privacy Policy to maintain operational flexibility and security. However, we ensure that all our third party service providers are bound by stringent contractual obligations to process your Personal Data only according to our instructions, implement appropriate technical and organizational security measures., comply with the Applicable Laws and maintain strict confidentiality of your Personal Data

**28.3. Financial Institutions and Product Providers:** To facilitate access to third party products or services, we share necessary Personal Data with

28.3.1. Asset Management Companies (AMCs)

28.3.2. Banking Correspondents and intermediaries

28.3.3. Account Aggregators

**28.4. Affiliates and Group Companies:** In accordance with Applicable Laws, Your Personal Data may be shared with Our affiliates and entities for business operational purposes, internal reporting, and to offer you a broader range of solutions, always under similar strict data protection standards.

28.5. In all such cases, recipients will be contractually obligated to maintain confidentiality and adopt data protection standards no less stringent than those described in this Privacy Policy.

## **9. THIRD-PARTY SERVICES**

29. We may engage third-party service providers (“**Data Processors**”) to process Your Personal Data on Our behalf for specified purposes, including but not limited to IT services, analytics, storage, and customer support. While engaging such third parties, we ensure:



29.1. All third-party processors act strictly as per Our documented instructions and do not use Your Personal Data for any purpose other than those explicitly outlined in Our agreement.

29.2. Each third party is contractually bound to implement industry-standard security safeguards, including data encryption, access controls, and detailed audit logs, to prevent unauthorised access or disclosure of your Personal Data as per Applicable Laws.

29.3. We monitor compliance through periodic audits and reviews.

29.4. Personal Data shared with third parties is limited to the minimum necessary for fulfilling the defined purpose.

30. Subject to applicable laws, We may transfer/ disclose Your Data to Third Party Service Providers with whom We have a fiduciary-to-fiduciary relationship to enable them to sell and provide their products or services to You through the Platform. Such Third Party Service Providers operate as independent fiduciaries and determine the purpose of processing Your Personal Data in accordance with their own policies, rules, and standards, and not this Policy. We do not control, monitor or assume responsibility for the processing of Your Personal Data by such Third Party Service Providers and protection of rights of data subjects under the applicable laws, data retention and storage, their security measures or other measures undertaken by them to ensure compliance with the applicable laws. The processing of Your Personal Data by such Third Party Service Providers shall be subject to their respective policies, and We encourage You to review their policies for further details on how they process Your Personal Data.

31. **Links to other websites:** Our Platform may contain links to other websites and mobile applications that are not operated by Us. If You click on a third-party link, You will be directed to that third party's site or mobile application. We strongly advise You to review the privacy policy and terms of use of every site You visit and every mobile application that You use. We do not make any representations concerning the privacy practices or policies of such third-party entities or terms of use of such other websites, nor do We control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other



materials available on such other websites. The inclusion or exclusion does not imply any endorsement by Us of the other websites, the website's provider, or the information on such other websites. Third parties are under no obligation to comply with this Privacy Policy with respect to personal data that You provide directly to those third parties or that those third parties collect for themselves. Please be aware that We have no control over the content and policies of those websites or mobile applications and We cannot accept responsibility or liability for their respective privacy practices.

## **10. OUR AI SERVICES - VEDAA**

32. "Vedaa" is our AI-enabled chatbot made available solely for general market information, educational content, factual data, and platform-related assistance. Vedaa does not provide investment advice, research recommendations, portfolio allocation, stock tips, or personalised financial advice. Nothing generated, displayed, or communicated by Vedaa shall be construed as investment advice under the SEBI (Investment Advisers) Regulations, 2013, research analysis or recommendation under SEBI (Research Analyst) Regulations, 2014; or a solicitation, offer, or inducement to buy, sell or hold securities.

33. In order to enable Vedaa to respond accurately and contextually to User queries, We may collect, access, process, and analyse certain Information, including but not limited to: chat messages and queries submitted by the User; interaction history with the chatbot; system-generated metadata (such as timestamps, device identifiers, session identifiers, and diagnostic logs); and where expressly permitted by the User and required for the specific query, limited account-level or portfolio-related information such as asset allocation summaries, transaction categorisation, holding-level data, realised/unrealised gains, or similar analytical views. Such access is undertaken solely for the purpose of generating analytical or descriptive outputs and not for rendering personalised investment advice.

34. Users expressly acknowledge and consent that, for the purpose of operating, maintaining, improving, monitoring, and securing the chatbot functionality, We may share or make available limited Personal Data and Non-Personal Data with third-party service providers, technology



partners, or vendors who provide AI models, chatbot frameworks, cloud infrastructure, analytics tools, or user-interface services (“Chatbot Service Providers”). Such sharing shall be carried out strictly on a need-to-know basis, subject to binding contractual obligations, and only to the extent necessary for providing the chatbot services. These Chatbot Service Providers act solely as data processors on Our behalf and are contractually prohibited from using the data for any independent purpose, including training their own models, advertising, profiling, or monetisation, unless expressly permitted under Applicable Laws and Our instructions.

35. We do not permit Chatbot Service Providers to retain User Personal Data beyond the duration necessary to provide the relevant services, except where retention is required to comply with Applicable Laws or for security, audit, or dispute resolution purposes. Wherever feasible, data shared for chatbot processing is anonymised, masked, encrypted, or aggregated to reduce identifiability. We implement reasonable technical and organisational safeguards, including access controls, encryption, audit trails, and periodic assessments, to protect User data.

36. Users acknowledge that chatbot-generated responses are algorithmically generated and may be based on patterns, historical data, or probabilistic models, and may not always be complete, accurate, or up-to-date. Users are advised to independently verify any information before acting upon it. FPPL shall not be responsible or liable for any decisions taken by the User based on chatbot interactions.

37. Users may choose not to use the chatbot feature or may withdraw consent for chatbot-related data processing in accordance with this Privacy Policy. Upon such withdrawal, certain chatbot functionalities may be limited or unavailable, without affecting access to other core services, subject to regulatory and operational constraints.

## **11. STORAGE, TRANSMISSION & SECURITY PRACTICES**

38. We use commercially reasonable physical, managerial, and technical safeguards (to the extent applicable and permissible) to preserve the integrity and security of Your Personal Data.



However, We do not ensure or warrant the security of any information You transmit to Us, and You do so at Your own risk.

39. To protect Your privacy and security, We take reasonable steps (such as requesting OTP/ asking password) to verify Your identity before granting You access to Your account. You are responsible for maintaining the secrecy of Your unique password and account information, and for controlling access to Your email communications from Us, at all times. These include Your information, including Personal Data, is transmitted between Your device and Our servers using HTTPS protocol for encryption. HTTPS is the technology used to create secure connections for Your web browser and it's indicated by a padlock icon in Your browser. In addition to HTTPS, we make sure that Your Personal Data when stored is encrypted and hashed, in line with industry-recognized security practices and applicable regulatory requirements.

40. FPPL stores and processes Your Personal Data only in India. FPPL's data centre and systems also maintain backup and disaster recovery systems in India. Information collected is stored on Our servers, log files or storage systems owned by Us or by third parties specifically providing such storage services. Your information or data will primarily be stored in electronic form. However, certain data can also be stored in physical form. FPPL may enter into agreement with third-parties to store Your information or data. These third parties may have their own security standards to safeguard Your information or data and We, shall on a commercial reasonable basis require such third parties to adopt reasonable security standards to safeguard Your information / data.

41. FPPL takes various steps and measures to protect the security of Your Personal Data from misuse, loss, unauthorised access, modification or disclosure. FPPL uses the secured server layers encryption and access control on its systems. FPPL safety and security processes are audited by a third-party cybersecurity audit agency from time to time. In case of unauthorized or illegal access/ use of your account or any breach of security arising due to your action/ inaction, You agree to notify us immediately

42. FPPL shall not be held responsible for any loss, damage or misuse of Your Personal Data, if such loss, damage or misuse is attributable to a Force Majeure Event. A **"Force Majeure Event"**



shall mean any event that is beyond the reasonable control of FPPL and shall include, without limitation, sabotage, fire, flood, explosion, pandemic, epidemic, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system, computer data, computer network and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corruptive code or program, mechanical or technical errors/failure or power shut down, breach of security and encryption (provided it is beyond Our reasonable commercial control), power or electricity failure or unavailability of adequate power or electricity, etc.

## **12. YOUR RIGHTS AND OBLIGATIONS IN RELATION TO YOUR PERSONAL DATA**

43. You have the following rights pertaining to the Personal Data shared by You:

43.1. Right to request that the Personal Data held by Us be deleted;

43.2. Right to object to the processing of the Personal Data or to request restriction thereof;

43.3. Right to withdraw Your consent to submit or process any or all Personal Data or decline to provide any permissions on its Platform as covered above at any time.

43.4. Right to restrict the disclosure of Your Personal Data to third parties (other than disclosures that are mandated under any statute, regulation, direction or order of a competent authority).

44. Any such request to update, delete or correct or access the Personal Data, or to withdraw consent regarding sharing and use of Personal Information should be shared with the Grievance Officer. In the event of your request, We may delete your Personal Data or de-identity it so that it is anonymous and no longer attributable to You. Notwithstanding anything contained herein, We may retain some or all of Your information in accordance with our policies and/or requirements under applicable law.



45. When You avail the Services, We may after obtaining consent by requesting device permissions, access, read, store, transfer, process and retrieve device identifiers, messages, location data, contacts, media files, and other device-related information as required for the provision of the Services. You understand that We may gain such access through relevant encryption methodologies and will utilize such data only for the limited purposes set out under this Policy. We will not store irrelevant or personal messages in any form or manner. Giving consent to access such data is entirely optional and You can revoke this consent at any time by managing Your device permissions. You may also request deletion of such data. However, We may still retain data as may be required by applicable laws, to the extent that any amounts are outstanding, or to the extent any fraud or fraudulent transactions are suspected in connection with the Services.

46. In case You choose to object processing of the Personal Data, withdraw consent in regard to the Personal Data or delete the Personal Data shared, then Your access to the Platform and Services may be limited, or We might not be able to provide the Services to You.

47. We will evaluate any request for deletion of Personal Data on a case-to-case basis and take the requisite action as per applicable law. In this regard, please note that information sought to be deleted may remain with Us in archival records for the purpose of compliance of statutory enactments, or for any other lawful purpose or be anonymized. Therefore, You are requested to carefully evaluate what types of information they would like to provide to Us.

48. If You wish to exercise Your rights for protection of Your Personal Data with respect to the processing carried out by Third Party Service Providers, You must contact them directly and We shall not have any obligation in relation to it. If You reach out to Us in this regard, We may provide reasonable assistance to You to reach out to such Third Party Service Providers. We may be required to share Your information when required by law, court order, government or regulatory request, or to protect Our rights and/or those of Our partners or Users, or to prevent harm or fraud on our Platform or to respond to requests from entities that support fraud detection, security, dispute resolution, or compliance functions.

### **13. RETENTION OF PERSONAL DATA**



49. Your information or data will primarily be stored in electronic form. However, certain data can also be stored in physical form. FPPL may enter into agreement with third parties to store Your information or data. These third parties may have their own security standards to safeguard Your information or data and FPPL, shall on a commercially reasonable basis require such third parties to adopt reasonable security standards to safeguard Your information / data as per Applicable Laws.

#### **14. CESSATION OF RELATIONSHIP AND DATA DELETION REQUESTS**

50. **Users without completed KYC or transactions:** If a User requests cessation of their relationship with Us and has not completed the KYC process, executed any transactions or platform services, We shall delete Personal Data from Our systems on a best effort basis. However, certain non-identifiable logs or footprints related to system interactions may remain, subject to Applicable Laws and regulatory requirements. If under Applicable Laws, any data is to be stored for a certain period of time, such data shall be deleted only post the expiry of such period.

51. **Users with Completed KYC and/or Executed Transactions:** Where a User has completed the KYC process and/or executed any transactions with Us, and subsequently requests cessation of the relationship and/or deletion of their data, We are legally obligated to retain certain information. In such cases, while the User's account will be deactivated, their Personal Data and transaction records will not be deleted due to the following legal, regulatory, and audit obligations:

**51.1. Regulatory Compliance:** Under the Prevention of Money Laundering Act, 2002 (PMLA), SEBI (Stock Brokers) Regulations, 1992 or any other applicable laws for the time being in force, We are mandated to retain KYC data, transaction history etc. for a specified retention period, even after the cessation of the User's relationship.

**51.2. Audit Requirements:** Our internal and external auditors, as well as regulatory bodies, may require access to customer records for auditing, inspection or various other purposes. These records include Personal Data, transaction logs, and other relevant information necessary to ensure compliance with applicable laws, rules, and guidelines set by regulatory authorities, including SEBI.



**51.3. Legal Obligations:** The retention of data is also critical for addressing potential legal claims, disputes, or inquiries. In accordance with applicable laws, We are required to preserve information that could serve as evidence in legal proceedings or is necessary for defending against claims.

52. As such, the retention of User/ Customer Information in these cases is strictly limited to the abovementioned legal and regulatory purposes. We are committed to ensuring that this Information is stored securely and is accessible only for legitimate purposes, while remaining compliant with the applicable data protection laws, including the DPDP Act, 2023 and the relevant rules formulated thereunder on best effort basis.

53. Post Deletion of the User's data from Our records, the User will not be able to access the User profile / transactional data through their existing Email Id & Mobile No. on the Platform. Users' access to the platform may be temporarily or permanently suspended / deactivated without furnishing any reason. Any request for Re-Activation / Sign up by such Users' or their related party may be restricted / declined at the discretion of the company without furnishing any reason.

54. In case of request for surrender of registrations, closure and/or cessation of business relationship and subsequent request for deletion of data, we will delete or erase Your Personal Data to the best of Our ability and in accordance with Applicable Laws.

## **15. COMMUNICATIONS FROM FPPL**

55. FPPL may from time to time contact You via calls, SMS, emails, and other communication channels to provide You with information pertaining to FPPL's Services, notifications on updates vis-à-vis FPPL Services (when We consider it necessary to do so), educational information and promotions.

## **16. GRIEVANCE REDRESSAL**

56. If You have questions, concerns or grievances regarding processing of Your Personal Data or this Privacy Policy, You may address the same to our Grievance Officer, Mr. Girish Panda at



grievance@dreamstreet.tech. The Grievance Officer shall acknowledge and dispose of the complaint within such time period as prescribed under the applicable laws.

57. In case the User approaches the Company in relation to the grievance with a Third Party Service Provider, We shall promptly transfer any complaints it receives from Users to the Third Party Service Provider and the same shall be addressed by the Third Party Service Provider in accordance with their policies.

## **17. GOVERNING LAW**

58. This Policy shall be governed by and construed in accordance with the laws of India and the Parties agree that they are bound by the laws of India for the purposes of this Policy. The Parties agree that the Company shall not be required to follow laws of any other jurisdiction, whether or not such User belongs to a different jurisdiction other than India.

59. Parties shall try to resolve any dispute arising out of or in relation to this Policy by mutual discussions, failing which the same shall be submitted to arbitration by the sole independent arbitrator appointed by the Company under the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai, Maharashtra, India and the language of arbitration, English. Subject to the foregoing, the courts at Mumbai, Maharashtra, India shall have exclusive jurisdiction.

## **18. POLICY REVIEW AND UPDATES**

60. This Policy will be reviewed by FPPL as and when required and the same may change at any time. FPPL reserves the right to change this policy from time to time. Any changes shall be effective immediately upon the posting of the revised Privacy Policy and specific consent to that effect shall be obtained from You, as required. We encourage You to regularly check this notice on Our Platform for updates.

61. The latest and the most updated policy can always be found at FPPL's website. While FPPL will make reasonable efforts to keep You posted on any updates to this privacy policy, to make sure



that You are aware of any changes, it is recommended that You review this Policy periodically. Notwithstanding anything stated above, by using any of Our Platforms or providing Us with Your Personal Data for any other purpose on the Platform, You agree to the terms of this Privacy Policy.

Last Updated: 11.02.2026