



Do Good.

Privacy Policy

At Neo Group we are strongly committed to protecting the personal and financial information that you submit to us. This information is provided when you register to receive certain services or products, such as online share trading. The personal information we get from you will help us provide you with improved services and products.

Once you provide your information to us, you provide such information to Neo Group and its affiliates and we and/or our affiliate may use such information to provide you various services with respect to your transaction conducted with Neo Group.

If you object to your Information being transferred or used in this way, please do not provide the details of your information on the mobile application and Website of Neo Wealth Partners Private Limited (“NWP”)

All information disclosed by you shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/ genuineness/misrepresentation/fraud/negligence, etc. of the information disclosed shall apply on Neo Group nor will Neo Group be in any way responsible to verify any information obtained from you. We share information as part of normal business operations, such as providing you with any services to which you subscribe, and any related activity such as but not limited to collecting fees for those services, any activity as part of legal/regulatory requirements of Securities and Exchange Board of India / NSE/ BSE/ CDSL/ NSDL/ Depository / Depository Participants / MCA / RBI / Registrar and Transfer Agents /Mutual Funds/ KYC agents / Asset Management Companies of Mutual Funds /Collecting Banks/KYC Registration Agencies (KRAs) etc. or any regulatory and/or government authorities, or other third parties invited to participate in any offers for the benefit of users of services of Neo Group.

Neo Group may share your information to subcontractors, however, Neo Group would take reasonable care to ensure but not warrant that such parties would use the information obtained from Neo Group for required use exclusively.



Do Good.

To ensure security of access to the personal information and transaction details, the access to the secured zone of NWP App is restricted by the unique login ID and Password/One Time Password ("OTP") you. Unique login id/ username and password/OTP that you need to use each time you want to access your account/ your information on the site; is to protect your privacy and you need to maintain secrecy of the username and password you use for any of our services. You should be very careful in handling the ID and password/OTP and ensure that you do not reveal it to anybody, nor do you keep it in writing and keep changing your password periodically.

Please note that this privacy policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

Neo Group respects your privacy and strives to safeguard your right to privacy. Neo Group will continuously endeavour to ensure that Personal Data shall be used in line with all applicable data protection laws and your information will be kept secured with restricted access; to the possible extent and as per limits provided under law.

We shall use the personal information to improve our service to you and to keep you updated about our new product or information. The information collected from you would be used for the purpose for which it is intended to be used; including to process your trading request and to carry out the settlements of your obligations subject to applicable laws.

We store and process your Information including any sensitive financial information collected on computers (as defined under the Information Technology Act, 2000 or any modification / amendment(s) thereof or any rule(s) thereunder if any,) that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules thereunder.

If you object to your Information being transferred or used in this way, please do not provide the details of your information on the NWP App and/or NWP Website.

Neo Group and its affiliates may share/sell/transfer/license/convey some or all of your personal information with another business entity to carry out any business activity or re-organization, amalgamation, restructuring of business or for any other reason whatsoever.



Do Good.

1. Collection of Sensitive Personal Data or Information:

Neo Group may for the purpose of rendering its services, may collect personal information such as:

- Name, gender, residential / correspondence address, telephone number, date of birth, marital status, email address or other contact information; PAN, KYC Status, Signature and Photograph; Bank account or other payment instrument details; or any other detail for providing services.
- Registration of multiple Bank Accounts etc. through application forms
- Payment instrument details at the time of submitting application at the time of investment or as proof for carrying out change of Bank Account or any other details of debit card obtained (if any)
- Generation and storing password (PIN) in encrypted form based on the request from the investor under the online mode of investments
- Annual Income and savings profile; and
- Password(s)
- Financial information such as Bank Account, Credit Card, Debit Card or other payment instrument details
- Physical, Physiological and Mental health condition (iv) Sexual orientation (v) Medical records and history
- Biometric information
- Any detail relating to the above clauses as provided to body corporate for providing service; and
- Any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise: provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of Rules.
- Information we may collect from your use of our services.
- Use of NWP App for activities eventually resulting in securities transactions through licensed entities.
- Usage of information for responding to your queries.



Do Good.

- **Storage Information:** We may facilitate user to download and display information such as scheme commission details which a user may refer to, or to upload relevant documents as per various processes during user account management or transaction order placement.
- **Media Information:** We facilitate users to capture / upload relevant documents as may be required to be uploaded during user account management or transaction order placement.
- **Device Information:** We may collect specific information about your device when you access our Services, including your storage, hardware model, operating system and version, unique device identifier, mobile network information, location, contacts and information about the device's interaction with our services.
- **Information needed for Entities/Service Providers to respond to your requests, to process various applications and to also ensure safe transactions through points of acceptance in physical form, website, online portals, mobile application, Automated Teller Machines and such other mode.**
- **Additionally, we may obtain Personal Information about you from third parties. Also, we obtain Personal Information about you through call recordings at our call centre(s), Internet technology, including our Site.**
- **Neo Group may also call the investors with respect to the other products or services offered by the AMC. Information shall also be collected to be compliant with the Know Your Client (KYC) norms under the Prevention of Money Laundering Act, 2002, (PMLA), the rules issued thereunder, and guidelines and circular on Anti- Money Laundering issued by SEBI and SEBI (Mutual Funds) Regulations, 1996 as amended till date. The customers/ clients (whether existing/prospective) must ensure to recheck the information or data being provided to the Neo Group or any person acting on its behalf. In case if any of the data/information is found to be inaccurate or incorrect, the same shall be informed to the Neo Group / for immediate amendment. The Neo Group and any person acting on its behalf shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by the customers/ clients (whether existing/prospective).**

Neo Group offers online platform "NWP App" for carrying out transactions that collects such personal data or information to process your financial and non-financial transaction requests. The information so collected may end up being shared with SEBI/ NSE/ BSE/ MCX /Asset Management Companies of Mutual Funds/Registrar and Transfer Agents/Collecting Banks/KYC Registration Agencies (KRAs) etc. solely for the purpose of processing your transaction requests or serving you better.



Do Good.

Under certain circumstances we may be required to share the information given by you with the third parties, where we feel, they can contribute to add value and improve the quality of services imparted by us to you. We shall take all reasonable steps to ensure that the confidentiality of your information is maintained by imposing strict confidentiality standards on all the third parties with whom we part this information. We shall take such measures as are reasonably possible not to allow any third parties to retain your personal information longer than what is warranted by the nature of services rendered. We would also impart your personal information wherever it is required to be disclosed under law to any of the governmental agency or regulatory bodies. By agreeing to avail the service offered by us, you have agreed to the collection and use of your Sensitive Personal Data or Information by Neo Group. 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. However, in such an event, you may no longer avail the services offered by Neo Group.

NWP App and/or NWP Website may exchange the information that you provide to the NWPApp and/or Website with the registered intermediaries within and outside Neo Group to enable you to execute your securities market transactions through their facilities.

2. Use of Personal Information

We use the Personal Information and other Non-Personal Information, for the following:

- to provide and improve the Services that you request on the NWP App and/or NWP Website;
- to resolve disputes and troubleshoot problems;
- to help promote a safe service on the NWP App and/or NWP Website and protect the security and integrity of the NWP App and/or NWP Website, the Services and the users;
- collect money from you in relation to the Services,
- inform you about online and offline offers, products, services, and updates;
- customize your experience on the NWP App and/or NWP Website or share marketing material with you;
- to detect, prevent and protect us from any errors, fraud and other criminal or prohibited activity on the NWP App and/or NWP Website;
- enforce and inform about our terms and conditions;
- to process and fulfil your request for Services or respond to your comments, and queries on the NWP App and/or NWP Website;



Do Good.

- to contact you;
- to allow Our business partners and/or associates to present customised messages to you;
- to communicate important notices or changes in the Services, use of the NWP App and/or NWP Website and the terms/policies which govern the relationship between you and the Neo Group and with Our affiliates for providing Services to you; and
- for any other purpose after obtaining your consent at the time of collection. You also specifically agree and consent to us and/our group, affiliate companies collecting, storing, processing, transferring and sharing information (including Personal Information) related to you with third parties such as Banks, Financial Institutions, Credit Information Companies, Entities registered under applicable laws with Securities Exchange Board of India, National Stock Exchange of India Limited/BSE Limited/Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)/Payment Gateways/ Collecting Banks/KRAs etc. solely for the purpose of reviewing your profile and processing your transaction requests for the Services or for such other products/services offered by us or our group, affiliate or associates.
 - In addition to the above, We identify and use your IP address to help diagnose problems with Our server, resolve such problems and administer the NWP App and/or NWP Website. Your IP address is also used to help identify you and to gather broad demographic information.
 - We may occasionally ask you to complete optional online surveys. These surveys may ask you for your contact information and demographic information (like zip code, age, or income level). We use this information to tailor your experience at the NWP App and/or NWP Website, providing you with content that We think you might be interested in and to display content according to your preferences. We use your Personal Information to send you promotional emails, however, we will provide you the ability to opt- out of receiving such emails from us. If you opt out, the Neo Group may still send you non- promotional emails, such as emails about the Services and your account on the NWP App and/or NWP Website.

3. Sharing of information

We may make your Personal Information and/or other Non-Personal Information available to Our group entities/ affiliates to enable providing you Services. Please note that all information shared with our group entities or affiliates or made available to our group entities or affiliates will be governed by the terms of this Privacy Policy. In addition to the Personal Information and in order to provide Services to you, we may also collect your Aadhaar, finger - print details and signature solely for completing the



Do Good.

account opening procedures and authenticating your transactions on the NWP App and/or NWP Website. The act of providing your Aadhaar is voluntary in nature and the Neo Group, hereby agrees and acknowledges that Neo Group will collect, use and store such details in compliance with applicable laws and this Privacy Policy.

We may also disclose your Personal Information to third party vendors, consultants, and other service providers who work for the Neo Group, who are bound by contractual obligations to keep such personal information confidential and use it only for the purposes for which we disclose it to them. This disclosure may be required for us, for instance, to provide you access to Our Services and process payments including validation of your bank accounts, to facilitate and assist Our marketing and advertising activities/initiatives, for undertaking auditing or data analysis, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to Our Services. The Neo Group may disclose your information, to the extent necessary:

- to comply with laws and to respond to lawful requests and legal process,
- to protect the rights and property of Neo Group, its users, and others, including to enforce the Terms,
- in an emergency to protect the personal safety and assets of Neo Group, the users, or any person. In such an event Neo Group is in no manner responsible for informing you or seeking your approval or consent. We and Our group entities or affiliates (to the extent Personal Information is collected by them) may, in compliance with applicable laws, share/transfer/assign all or any part of your Personal Information and other information with any other business entity (ies), in the event of a merger, sale, re-organization, amalgamation, joint ventures, assignment, restructuring of business or transfer or disposition of all or any portion of Our business.

4. Disclaimer on specific event

Neo Group shall be under no liability whatsoever in respect of

- any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of you (Payer / Cardholder) having exceeded the pre-set limit mutually agreed by us with our partner bank from time to time;
- any loss, notional or otherwise, incurred by you due to delays either at the bank, BSE Star mutual fund, registrar and transfer agency and/or the AMC and/or due to any technical issues faced by you on the



Do Good.

NWP App and/or NWP Website;

- rejection of your instructions by the bank, BSE Star MF, registrar and transfer agency and/or AMC; and
- any NAV related issue, loss etc where orders are placed by you after the cut off time prescribed which is specified on the NWP App and/or NWP Website. Queries/complaints with respect to deduction of amount by the Neo Group prior to the SIP date.
- Processing of instructions authenticated by your login credentials, non-availability or non-accessibility of the NWP App and/or NWP Website, telephone(s), or office(s) of Neo Group and its group entities/affiliates in case of circumstances beyond their control.

5. Intellectual Property Rights, Trademarks and Copyright:

NWP App and NWP Website and all information, content, materials, products including, but not limited to text, content, photographs, graphics, texts, video and audio content and computer code ("Content") on the NWP App and/or NWP Website are the property of Neo Group and is either owned and controlled by the Neo Group or any other third party or partner (where applicable). The trademark, trade names and logos that are used and displayed on NWP App and NWP Website, and the design, structure, selection and feel and arrangement of the Content are the properties of Neo Group and / or other third parties and/ or our / Third Party's partners and are protected by copyright, patent and trademark laws and other various intellectual property rights either in the favour of the Neo Group, or third party's from whom the appropriate permissions have been taken under applicable laws. Nothing contained on this NWP App and/or NWP Website should be construed as granting of any license to you or any right to you to use any Trade Marks, Trade Names, Logos and any other IPs (Intellectual Property) displayed on NWP App and NWP Website. We retain all proprietary rights on NWP App and NWP Website. Users are prohibited from using the same without written permission of owner as deemed essential. Without the prior written consent of Neo Group no part of any materials on NWP App and NWP Website may be modified, reproduced, copied, stored, transmitted, distributed, used for creating works or used in any other way for commercial or public purposes.

Further, you understand and accept that all information, except your personal information and other data submitted by you for the purposes of transacting on the NWP App and NWP Website, through the NWP App and NWP Website shall be deemed the property of the Neo Group, and the Neo Group shall



Do Good.

be free to use any ideas, concepts, know-how or techniques provided by you on the NWP App and/or NWP Website, in any manner whatsoever. On initiating a contact or query through the NWP App and NWP Website, you agree to be contacted by the Neo Group or any other entities with whom the Neo Group has entered into an arrangement for the provisions of Services to you.

6. Refund Policy:

Refunds of payments made, if any, for using NWP App or any other services of Neo Group shall be done as per the extant policies of the Group entities from time to time.

7. Disclosure of Customer Information:

Neo Group shall not deliberately disclose customer's personally identifiable information to any unauthorized third person. Save and except where such information shall be disclosed in good faith and for the purpose of law for the time being in force or to protect the rights and property of Neo Group. However, Neo Group has a right or duty to disclose or is permitted or compelled to so disclose such information by law, for the time being in force. For example, Neo Group may share/provide information with/to judicial bodies and regulatory authorities who have jurisdiction over Neo Group.

8. Children, Minors:

This NWP App and NWP Website are not intended for use by children and minors without supervision of their Parents/Guardians. Parents/Guardians are requested to ensure that Personal Information is not provided by minors.

9. Security of Data

Neo Group will continuously endeavour to ensure that Personal Data shall be used in line with all applicable data protection laws. Your information will be kept secured with restricted access according to the 'need to know' principles.

Neo Group or its authorized agents shall not retain or store any 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.



Do Good.

The information collected shall be used for the purpose for which it has been collected.

We cannot however ensure or warrant the security of any information you transmit to the Neo Group or guarantee that your Personal Information and/or other Non-Personal Information provided for availing the Services or accessing the NWP App and/or NWP Website will not be accessed, disclosed, altered or destroyed by a breach of any of our security measures and safeguards. It is further clarified that you have, so long as you access and/or use the NWP App (directly or indirectly) and/or NWP Website, the obligation to ensure that you shall at all times, take adequate physical, managerial, and technical safeguards, at your end, to preserve the integrity and security of your data which shall include and not be limited to your Personal Information.

By agreeing to avail the service offered by Neo Group you have agreed to the collection and use of your Sensitive Personal Data or Personal Information by Neo Group.

10. Right to Opt Out:

You always have the right to refuse or withdraw your consent to share/disseminate your Sensitive Personal Data or Personal Information by contacting the customer care. However, in such an event, you would no longer avail the services of Neo Group. The withdrawal of consent shall not affect the lawfulness of processing of your data based on consent before its withdrawal. Thus, opt out request would not be applicable to the correspondence and communications already initiated by Neo Group.

11. Communications:

When you use the NWP App and/or NWP Website or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by SMS and/or E-mail or through WhatsApp or by such other mode of communication, electronic or otherwise. You hereby expressly agree to receive communication (including transactional messages) through said modes of communications from the Neo Group.

Neo Group reserves a right to create any Whatsapp groups ("**Groups**") through its representatives (hereinafter referred to as "**Group Admin**") who are expressly authorized to control, monitor and administer the Groups on its behalf.



Do Good.

The Group Admin reserves the right at all times to determine, in its sole discretion, whether the content posted on the Group is appropriate and in compliance with these Terms of Use. The Group Admin further reserves the right to remove any participant/member from the Group if it finds you or any participant/member to have circulated/posted any content which is objectionable or improper for the Groups or its participants and/or deemed to have violated the Terms of Use or for any reason whatsoever.

12. Log File Information Collected and Stored Automatically (Cookies):

NWP website and NWP app may place and access certain Cookies on your device. Cookies are unique identifiers that we transfer to your device to enable our systems to recognise your device. We may also use relevant technologies to analyse traffic on NWP website and NWP App to improve your user experience.

13. Updating or Reviewing Your Sensitive Personal Data or Personal Information:

You may upon written request to us review the sensitive personal data or information provided. Neo Group shall ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient shall be corrected or amended as feasible.

14. Reasonable Security Practices for Protecting Information:

Neo Group uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. Neo Group cannot, however, ensure or warrant the security of any information you transmit to Neo Group and you do so at your own risk. Once we receive your transmission of information, Neo Group makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

To protect your privacy and security, Neo Group shall take reasonable steps (such as requesting a unique 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 Neo Group, at all times.

15. Links to Other Web Sites:

NWP App and NWP Website sometimes may have links to other website(s) or mobile applications. The privacy policies of these website(s) and mobile applications are not under our control. Once you leave our servers, use of any information you provide is governed by the privacy policy of the operator of the site/mobile application you are visiting. It is advisable to read their privacy policies for further information. Your browsing and



Do Good.

interaction on any other Web site, mobile application including those that have a link on NWP Web site, NWP app is subject to that Web site's/mobile application's own rules and policies. It is advisable to read their privacy policies for further information.

16. Notification Procedures:

Neo Group provides notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our NWP App, as determined by Neo Group in its sole discretion. Neo Group reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Privacy Policy.

17. Changes to Our Privacy Policy:

Please note that this policy may change from time to time. If Neo Group changes its privacy policies and procedures, Neo Group will post the revised Policy on NWP App/NWP Website to keep you/users aware of what information Neo Group may collect, how Neo Group uses it and under what circumstances Neo Group may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. Please visit our NWP App / NWP Website to keep yourself abreast of any changes to this policy.

Certain sections or pages on this site may contain separate privacy policy, which is in addition to this privacy policy. In the event of any conflict between the two, the additional privacy policy will govern those sections or pages.

18. Queries and Complaints

If you have any queries or complaints with respect to the NWP App/NWP Website, please feel free to reach out to our Compliance Department, the name and contact details of the Compliance Officer have been provided below:

Name: Ms. Sunayna Nayar

Email id: info.transwealth@neowealthpartners.com

Designation: Compliance Officer

In case of escalations, please reach out to

Chief Compliance Officer Email id: compliance@neo-wealth.com



Do Good.

Applicability of Privacy Policy

Neo Group comprises of Neo Investment Value Advisors Private Limited and its subsidiaries including Neo Interactive Services Private Limited, Neo Wealth Management Private Limited, Neo Asset Management Private Limited, Neo Markets Services Private Limited, Nieuwe Tech Serve Private Limited, Neo Insurance Broking Private Limited and Neo Wealth Partners Private Limited. The Neo Group Privacy Policy applies to all Companies forming part of the Neo Group, including Neo Interactive Services Private Limited.

Neo Wealth Partners Private Limited is a Company incorporated under the Companies Act, 2013.

CIN: U01110MH2016PTC286990

SEBI Registration No (Investment Adviser): INA000017958 , BASL Member: 1994

AMFI Registration Number: ARN118471

Investment Adviser: INA000017958-Type-Non Individual, Validity of Registration-Perpetual, Principal Officer
Contact Number +91 22 66423600, Email Id- info.transwealth@neowealthpartners.com.

Registered Office Address: Neo Wealth Partners Private Limited, 903, 9th Floor, B Wing, Marathon Futurex, N M Joshi Marg, Lower Parel (E), Mumbai, Maharashtra - 400013.

Disclaimer - Investment in securities market and Mutual Funds are subject to market risks, read all the related documents carefully before investing. Registration granted by SEBI, membership of BASL and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors. Anything mentioned in this material do not constitute any advice or recommendation of any security or investments.