

The privacy commitment (“**Privacy Commitment**”) is an ‘electronic record’ as contemplated under Section 2(t) of the Information Technology Act, 2000 and is published in accordance with the provisions of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended or re-enacted from time to time.

Your privacy is important to us. Wealthdoor Investment Advisers Private Limited (takes the privacy of your information seriously. This Privacy Commitment describes how WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED collects, uses, shares and otherwise processes your personal data.

This Privacy Commitment sets out the way in which we collect, use, disclose, transfer, store, destroy and otherwise process your personal data. You are advised to carefully read the Privacy Commitment before using this or any other platform, application or channels or communicating with us or sharing information/data.

1. Definitions

In this Privacy Commitment, the following definitions are used:

(i) “**Data**” means information which is accessed by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED pursuant to Your visit to the Platform/ Website.

(ii) “**Data Protection Laws**” means any applicable law relating to the processing of personal Data, including the Information Technology Act, 2000, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Digital Data Protection Act, 2023 and the rules laid thereunder (as applicable), as amended or substituted from time to time.

(iii) “**Entity**” means any firm, company, corporation, trust, joint venture, consortium, partnership or other entity.

(iv) “**Governmental Authority**” means any (i) government (central, state or otherwise) or sovereign state; (ii) governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or (iii) international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.

(v) “**Wealthdoor investment advisers private limited Services**” means one or more services (including, but not limited to, Investment Advice, implementation services and wealth check-up service extended by WEALTHDOOR INVESTMENT ADVISERS PRIVATE

LIMITED to the users through the Platform.

(vi) **“Wealthdoor investment advisers private limited” / “us” / “we”** means Wealthdoor Investment Advisers Private Limited, a company incorporated in India whose registered office is at 8th Floor, 803, DLF Prime Towers, Okhla Industrial Area Phase -1, South Delhi, New Delhi - 110020

(vii) **“Platform”** means website, mobile application and any other technology platform owned and operated by Wealthdoor investment advisers private limited.

(viii) **“Terms and Conditions”** means the terms and conditions governing the Platform and the Services, available at [Terms and Conditions](#).

(ix) **“Website”** means the website that You are currently using, [jioblackrock.com](#), and any sub-domains of this site, unless excluded by their own terms.

(x) **“You”** means any person visiting, accessing or using the Website, Platform and/or availing the Services offered on the Platform.

Any terms capitalised but not defined in this Privacy Commitment will have the meaning given to them in the Terms and Conditions.

2. Links to other websites

This Platform / Website may, from time to time, provide links to websites or apps of divisions, affiliates and group companies of WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED and other third parties whose privacy practices may differ from those of WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED. We are only responsible for the privacy practices of the Data collected on our Platform and Website. If You provide any data to any of those websites or apps, then Your data is governed by their respective privacy commitments. We have no control over such websites and apps and are not responsible for the content of these apps / websites. The contents displayed or products/services offered on such linked websites or apps or any quality of the products/services are not endorsed, verified or monitored by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED. We are also not responsible for the owners or operators of such external links or websites or apps or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied, or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this website or app includes a link infringes the intellectual property rights of any third party). This Privacy Commitment does not extend to Your use of such apps/ websites. You are advised to

read the privacy policy or user terms and conditions of such apps / websites prior to using them.

3. Collection of Personal Data or Sensitive Personal Data or Information

3.1 WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED may for the purpose of rendering its services, collect Data such as:

- 3.1.1 name, gender, date of birth, marital status;

3.1.2 residential / correspondence address, mobile number, email address, nominee details or other contact information;

3.1.3 identification Documents, PAN, KYC status, signature and photograph;

3.1.4 bank account or other payment instrument details; or

3.1.5 any other detail required or desirable for providing WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services.

3.2 We may also infer Your country of location from the IP address You have used to access our Platform / Website.

3.3 All personal data that we collect about You will be recorded, used, and protected by us in accordance with Data Protection Laws and this Privacy Commitment. We may supplement the information that You provide with other information that we obtain from our dealings with You or which we receive from other organizations, for instance, our affiliates.

3.4 WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED will 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.

3.5 WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED or its authorized agents or its authorized service providers shall not retain or store that information for longer than is required for the purposes for which You have given consent except when the information may lawfully be used or is otherwise required under any other law for the time being in force.

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

collected.

3.7 By registering on, accessing, browsing, downloading or using the Website and Platform or agreeing to avail of the service offered by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED You consent to the collection and use of Your Data by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED.

4. Use of Personal Data

4.1 Subject to applicable law, we use Your personal data for the following purposes:

4.1.1 to administer and provide WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services You request or have expressed an interest in or provide access to the Platform or the Website;

4.1.2 for fraud screening and prevention purposes and to protect WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED's legal rights and to comply with its legal obligations or the legal obligations of its group entities, service providers and affiliates;

4.1.3 to protect the legal rights of the group entities of WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED;

4.1.4 for record keeping purposes, to comply with laws and regulations and our contractual obligations, and to comply with other legal processes and law enforcement requirements;

4.1.5 to carry out market research so that we can improve the products and services we offer;

4.1.6 to track Your activity on our Platform / Website;

4.1.7 to create an individual profile for You so that we can understand and respect Your preferences;

4.1.8 to personalize and improve Your experience on our Platform / Website and allow You to utilize its features by granting us access to information from Your device;

4.1.9 to personalize and/ tailor any communications that we may send You;

4.1.10 for profiling purposes to enable us to personalize and/or tailor any marketing communications that You may consent to receive from us;

4.1.11 to inform You about important details like change in terms, conditions and policies and /or other administrative information important to meet Your interests;

4.1.12 to address Your requests and queries and manage Your relationship with us;

4.1.13 to access Your eligibility for WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services and provide You with such products or services which You may have shown interest in or requested for;

4.1.14 to perform activities such as data analysis, audits, usage trends to determine the effectiveness of our campaigns and as input into improving WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services;

4.1.15 for security and business continuity and risk management;

4.1.16 for system or product development and planning, audit and administrative purposes; or

4.1.17 to meet the legitimate interests to be pursued by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED.

4.2 In addition to any disclosure required to fulfil the above purposes, You hereby agree, acknowledge and grant your specific consent to us to further use, process, transfer, disclose and share your information:

(i) with the entities that form a part of our group, Execution Partners, asset management companies, registrar and transfer agent, distributors, third parties, banks and any other authorized service providers engaged by us; and

(ii) with any other Governmental Authority

5. Cookies and Artificial Intelligence

5.1 When You register with or view our Platform / Website, our servers automatically record certain information that Your web browser sends whenever You visit our website. The kind of information that is gathered automatically includes but is not limited to the type of browser You are using (e.g. Internet Explorer, Firefox, Google Chrome), the type of Operating System You are using (e.g. Windows or Mac OS) and the pages on our website You visit. We sometimes use this information to improve our Platform / Website design, content and primarily to give You a better browsing experience.

5.2 Further, Cookies let WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED store information about Your preferences, and passwords and allow You to move to different pages of our secure Platform / Website without having to re- enter Your password information.

5.3 This Privacy Commitment is not intended to and does not create any contractual or other legal rights in favour of any user or viewer of this Platform / Website or on behalf of any other party.

5.4 If You prefer to restrict, block, or delete cookies from this Platform / Website, You can use Your browser to do this. Each browser is different, so check the 'Help' menu of Your particular browser to learn how to change Your cookie preferences. If You choose to disable all cookies, we cannot guarantee the performance of our Platform / Website and some features may not work as expected.

5.5 You also acknowledge and agree that we use certain artificial intelligence tools, such as Aladdin® for, among other things, monitoring and assessing the investments of the user. We may be required to disclose Your personal data with such tools for this purpose.

6. Your Rights, Representations and Undertakings

6.1 You represent to us that you are above the age of 18 (eighteen) years and are in contracting capacity to access our Platform / Website and share your personal data with us.

6.2 By registering on, accessing, browsing, downloading or using the Platform or Website, You consent to the collection, sharing, use, storage and processing of Your Data in accordance with the terms of the Privacy Commitment.

6.3 You have the right to:

6.3.1 confirm whether WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED processes data about You;

6.3.2 access Your data;

6.3.3 correct or update Your personal data;

6.3.4 request a copy of the personal data which we hold about You;

6.3.5 delete Your personal data in our records subject to paragraph 6.5 below;

6.3.6 withdraw a consent provided earlier.

To exercise any of the above listed rights, You may contact the Grievance Officer as per the details mentioned hereinbelow. To assist us in dealing with Your request, please provide Your full name, address, date of birth, email address and identification document.

6.4 Right to Opt Out (Delete or Withdraw Consent)

All Data provided by You is purely voluntary and optional and You may choose not to provide the Data. You may also withdraw or revoke Your consent to collect, provide, share, process the information by communicating to the email id given below, in writing. However, in such cases:

6.4.1 we may need to retain Your Data for compliance with laws or internal policies and in such cases, we shall retain or use Your Data only to the extent required by law or our internal policy;

6.4.2 You may not be able to access some of the features or pages of the Platform / Websites;

6.4.3 You may not be able to avail some or all of the WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services; and

6.4.4 if You have already availed any WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services, such WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMIED Services may be withdrawn, curtailed or cancelled as per the terms thereof.

In some cases, it is essential for the information to be collected, retained, stored, processed, shared either for regulatory reasons, or as a matter of policy, or for compliance with law or for any of the purposes above and You are requested not to avail the JIABPL Services if You do not wish to provide the information or provide consent to collect, share, process the same since it may not be possible to delete, purge, return such information if You choose to withdraw consent. For any queries in this regard, You may contact the email id mentioned hereinbelow.

6.5 Prohibited Actions

While accessing, visiting or using our Platform or Website, You agree and undertake not to, by any means including but not limited to hacking, cracking or defacing any portion

of the Platform or Website, indulge in illegal or unauthorized activities including the following:

6.5.1 restrict or inhibit any authorized user from using Platform or Website,

6.5.2 use the Platform or Website for unlawful purposes,

6.5.3 harvest or collect information about Platform or Website's users without their express consent,

6.5.4 "frame" or "mirror" any part of the Platform or Website without our prior authorization,

6.5.5 engage in spamming or flooding, transmit any software or other materials that contain any virus, time bomb, or other harmful or disruptive component,

6.5.6 remove any copyright, trademark or other proprietary rights notices contained in the Platform or Website,

6.5.7 use any device, application or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Platform or Website, and

6.5.8 permit or help anyone without access to the Platform or Website to use the Platform or Website through Your username and password or otherwise.

7. General

If any court or competent authority finds that any provision of this Privacy Commitment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Privacy Commitment will not be affected.

8. Changes to this Privacy Commitment

8.1 WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED reserves the right to change this Privacy Commitment as it may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Platform / Website without notice to You. Once posted or updated on the website, those changes are effective immediately unless stated otherwise. You are deemed to have accepted the terms of this Privacy Commitment on Your first access or use of the Platform / Website following the alterations to this Privacy Commitment, if any.

8.2 To the extent your express consent is required for processing any data in the manner set out in this Privacy Commitment, we will separately contact you to obtain consent for the same.

8.3 WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED will endeavour to update You on an annual basis, or as prescribed under applicable law, regarding changes to the Privacy Commitment. Unless provided otherwise under applicable law, any failure or delay by WEALTHDOOR INVESTMENT ADVISERS PRIVATE LIMITED to update You of the changes to the Privacy Commitment will not impact the validity and effectiveness of those changes.

9. Governing Law and Jurisdiction

This Privacy Commitment shall be governed by the laws of the Republic of India and the courts at Mumbai, Maharashtra, India shall have exclusive jurisdiction to resolve any disputes with respect to implementation, interpretation or breach to the terms hereof.

10. Grievance Officer

In case of any complaints or grievances, or if You have any questions about this Privacy Commitment, You may contact the Grievance Officer at **support@wealthdoor.in**. Details of our Grievance Redressal Officer is: 8th Floor, 803, DLF Prime Towers, Okhla Industrial Area Phase -1, South Delhi, New Delhi - 110020