

PRIVACY POLICY

This Privacy Policy (hereinafter – the “**Policy**”) describes our policies and procedures on the collection, use and disclosure of Your information when You access or use our Services through our App and informs You about Your privacy rights and how those are protected. By using our Services, You agree to the collection and use of information in accordance with this Policy. If you do not agree to the terms of this Policy, please refrain from using our Services.

1. INTERPRETATION AND DEFINITIONS

If not explicitly stated otherwise in the text of this Policy, terms and definitions written with capital letters shall have the following meanings, wherein words denoting singular shall include the plural and vice versa:

“Account” means a unique account created by You via the App and which provides access to our Services or a part thereof.

“Application” or “App” means the software program, which is developed and owned by us for rendering to You our Services and which is downloaded by You on Your Device.

“Applicable Law” – means any applicable statutes, enactments, decrees, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, board, or a court, in force at the relevant time in the Islamic Republic of Pakistan, including the laws, categorically mentioned in this Agreement, as the case may be.

“Data” means Personal Data, Device Data and/or Usage Data.

“Data Controller” means us as the legal person that alone or jointly with others determines the purposes and means of the processing of Data.

“Device” means any device that can provide access to our Services, such as a computer, a cell phone, or a digital tablet.

“Merchant” means any third party, which has entered into an agreement with us for offering its products on our App.

“Personal Data” means any information that relates directly or indirectly to an identified or identifiable individual, the scope of which is covered in detail in Clause 2 hereof.

“Services” means our Services rendered to You through our App pursuant to our Terms and Conditions published on the App.

“Device Data” means Device data, which is collected automatically when you access our App or use our Services.

“Terms and Conditions” means the document containing terms and conditions under which we provide our Services to you.

“Usage Data” means data collected automatically and either generated by the use of the Services or from the Services’ infrastructure itself.

“We”, “us” or “our” - refers to Alif Finance Pvt. Ltd., a company incorporated under the laws of Pakistan with a registered office at Kickstart Cluster 3rd floor, Plot 88, Chinar Road, I-10/3 Islamabad, and a License no. SECP/LRD/178/AFPL/2025 to carry out Investment Finance Services as Non-Banking Finance Company issued on July 23, 2025, that collects Your Data and determines the purposes and means of the processing of Data or on behalf of which such information is collected and processed pursuant to this Policy and our Terms and Conditions.

“**You**”, “**Your**” or “**Yourself**” means the individual accessing or using the Services.

2. DATA WE COLLECT

2.1. We may ask You to provide us with certain Personal Data that can be used to identify You, verify Your identity, contact You, and conduct Your creditworthiness evaluation in order to provide You with our Services.

2.2. Personal Data

2.2.1. Your Personal Data is collected when You provide us the same through forms, surveys, registration processes, or when contacting us through email, telephone, or other communication channels.

2.2.2. We may collect Your Personal Data, which includes, but is not limited to, Your name, gender, date of birth, picture, CNIC, identity documents (passport, ID cards, etc.), Your biometric data (voice, face and/or fingerprint), Your photo and/or video, Account / in-App data (user name and password, Account settings, orders' and transaction data and records, user research and interest, preferences, feedbacks and responses), email address, postal and delivery address, location data, telephone number, mobile number, fax number, payment details and history, payment card details or bank account details.

2.3. Device Data and Usage Data

2.3.1. Device Data and Usage Data are collected automatically when You utilize our App or Services.

2.3.2. We may collect Device Data, such as, without limitation, Device type and model, operating system, international mobile equipment identity, unique device identifier, build information, carrier information, CPU, storage information, root status, memory information, screen resolution, system uptime, IP address, login data, time zone setting and location, installed applications, network information, and other information and technology on the Device, as well as Device content, such as, without limitation, calendar information and external storage to the extent allowed by the Applicable Law and policies of the Play Store and App Store.

2.3.3. We may collect Usage Data representing behavioral information on how you use the App or our Services or view any content on the App, including the time spent in the App, items and data searched therein, access times and dates, and other similar statistics and diagnostic data.

2.3.4. We may also collect information that Your Device sends whenever You visit or access our Services by or through your Device.

3. PROCESSING OF DATA

3.1. We may use Data for the following purposes:

3.1.1. **Service provision:** The processing of Your Data is essential for the management of Your registration as a user of our Services, the administration and facilitation of your Account usage, the establishment of a communication channel for receiving and addressing your queries, feedback, claims, or requests, the presentation of Your Account information to enable order submission and purchases, and the monitoring of Service usage patterns.

3.1.2. **Order processing and management:** Your Data is utilized to effectively manage and process the orders You submit through Your Account. This includes, the maintenance of electronic communication between You and us / the Merchant; the provision of updates on the outcome of order processing; the facilitation of payment transactions through reliable payment service providers; and the provision of dedicated customer support for order-related matters.

3.1.3. **Creditworthiness evaluation:** In compliance with legitimate interests, we collect and analyze relevant information, either directly provided by You or obtained under Your explicit consent from reputable service providers, to conduct a thorough creditworthiness evaluation. This evaluation is crucial for determining Your eligibility for buy-now-pay-later purchases and involves the meticulous analysis of Your performance under previous transactions to update the limit assigned under the Services.

3.1.4. **Compliance with legal and operational obligations:** The processing of Your Data is necessary for purposes of compliance with applicable laws and operational necessities. This includes, verifying Your identity for the purpose of fraud detection; conducting validations against third-party databases to ensure the accuracy and integrity of the furnished information; processing Your feedback, complaints, and enforcement actions, as well as preventing; investigating any actual or suspected violations of our Terms and Conditions, Policy, fraud, unlawful activity, omission, or misconduct. Moreover, the processing facilitates adherence to legal and regulatory requirements, including responding to law enforcement requests, participating in legal proceedings, and producing relevant statistics and research for internal and statutory reporting and/or record-keeping purposes. Additionally, the storage, hosting, and backup of Your Data are pivotal for data management and operational continuity.

3.1.5. **Marketing and advertising endeavors:** We process Your Data to provide You with information that we believe may be relevant to Your interests or that you have explicitly requested from us. Furthermore, with Your consent, we send occasional marketing or promotional information about products available on the App to enrich Your experience.

3.1.6. **Analytics, research and development:** The processing of Your Data is crucial for example for enhancing user experience, improving our Services, conducting surveys and research on user demographics and behavior, deriving further attributes relating to You from Data provided by You or third parties to deliver more targeted and relevant information, and advancing the development of our products and Services. Data analysis, testing, research, monitoring usage and activity trends are indispensable for ensuring continuous optimization and innovation.

3.1.7. **Other lawful purposes:** We may process Your Data for any other purpose related to our Services and products. Additionally, where applicable and in alignment with the aforementioned purposes, we may conduct automated decision-making processes that contribute to the efficient delivery of our Services.

3.2. We may share Your Data in the following situations:

3.2.1. **With service providers:** In order to optimize and analyze the use of our Services, facilitate payment processing, verify identity, and conduct creditworthiness evaluations, we may share Your Data with our trusted service providers to the extent allowed by the Applicable Law.

3.2.2. **With our affiliates:** Your Data may be shared with our affiliates, which encompass our parent company, subsidiaries, joint venture partners, or other companies that we control or that are under common control with us to the extent allowed by the Applicable Law. In such instances, we will ensure that these affiliates adhere to the principles outlined in this Policy.

3.2.3. **With business partners:** To enrich Your experience and provide seamless access to products, services, or promotions, we may share Your Data with our esteemed business partners to the extent allowed by the Applicable Law.

3.2.4. **With other users:** Should You choose to share Your Personal Data or engage in interactions within public areas of our Services, please be aware that such information may be viewed and accessed by all users and may be disseminated beyond the confines of our platforms and App.

3.2.5. **With your consent:** For any purpose not explicitly addressed in this Policy, we shall seek Your informed consent prior to disclosing Your Personal Data.

4. RETENTION OF DATA

- 4.1. We will retain Your Data only for as long as is necessary for the purposes set out in this Policy. We will retain and use Your Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain Your data to comply with applicable law), resolve disputes, and enforce our legal agreements and policies.
- 4.2. We will also retain Device Data and Usage Data for internal analysis purposes to strengthen the security or to improve the functionality of our Services.

5. TRANSFER OF PERSONAL DATA

- 5.1. Your Personal Data, is processed at our operating offices and in any other places where the parties involved in the processing are located. This information may not be transferred to and maintained on computers located outside of Pakistan.
- 5.2. Your consent to this Policy followed by Your submission of such information, represents Your agreement to the transfer of Your Personal Data in accordance with the Applicable Law.
- 5.3. We will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy and no transfer of Your Personal Data will take place in violation of the Applicable Law.

6. DISCLOSURE OF DATA

6.1. Business transfers

- 6.1.1. If we are involved in a merger, acquisition or asset sale, Your Data may be transferred in accordance with the Applicable Law. We will provide notice before Your Personal Data is transferred and becomes subject to a different Policy.

6.2. Law enforcement

- 6.2.1. Under certain circumstances, we may be required to disclose Your Data under the law or in response to valid requests by public authorities (e.g., a court or a government agency).

6.3. Other legal requirements

- 6.3.1. We may disclose Data in the good faith belief that such action is necessary to:

- comply with a legal obligation;
- protect and defend our rights or property;
- prevent or investigate possible wrongdoing in connection with the Services;
- protect the personal safety of users of the Services or the public; and
- protect against legal liability.

6.4. Security of Data

- 6.4.1. The security of Your Data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect Your Data, we cannot guarantee its absolute security.

6.5. Detailed information on processing Data

- 6.5.1. The service providers we use may have access to Your Data. These third-party vendors collect, store, use, process and transfer information about Your activity on our Services in accordance with their privacy policies.

6.6. **Analytics**

- 6.6.1. We may use third-party service providers to monitor and analyze the use of our Services.

6.7. **Marketing**

- 6.7.1. We may use Your Data to contact You with marketing or promotional materials and other information that may be of interest to You. You may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

6.8. **Payments**

- 6.8.1. Payments services within our Services are rendered by third-party payment processing entities (e.g., payment processors). We will not store or collect Your payment card details. That information is provided directly to our third-party payment processors whose use of Your Data is governed by their privacy policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council. PCI-DSS requirements help ensure the secure handling of payment information.

7. **YOUR RIGHTS TO PERSONAL DATA AND EXERCISE OF THE SAME**

- 7.1. We undertake to respect the confidentiality of Your Personal Data and to guarantee the exercise of Your rights in respect of the same.
- 7.2. You are entitled to access Personal Data which we hold or process about You. You can do this directly through Your Account or request us to provide you the same. You are also entitled to have any incomplete or inaccurate information we hold about You corrected.
- 7.3. You also have the right, at any point, to request that we cease utilizing your Personal Data for the marketing purposes.
- 7.4. You have the right to withdraw Your consent to the continued use, processing, storing and disclosure of Your Personal Data, subject to the limitation and conditions established in this Clause 7.4. and the Applicable Law. Withdrawal of Your consent is contingent upon the full discharge of all contractual obligations existing between You and us, or those existing between You and the Merchant. Until such time that all contractual obligations are completely fulfilled, withdrawal of consent shall not be possible.
- 7.5. You may also request us to delete Your Personal Data. We will promptly respond to such request and proceed to delete Your Personal Data from our records, unless retention is required for legal, regulatory, or legitimate business purposes, or performance of contracts executed with us or with Merchant via our App. In cases where we are unable to fulfill your request for deletion, we will provide you with a clear explanation for the denial.
- 7.6. Please note that withdrawal of Your consent or Your request for deletion of Your Personal Data described in Clause 7.4 and 7.5 hereof, will prevent us from maintaining the provision of Services to You and will lead to the termination of our Services pursuant to the provisions of Terms and Conditions.
- 7.7. You may exercise Your rights with respect to your Personal Data by contacting us and following the specific procedures communicated to You at the time of your request. Please note that you will be requested to verify Your identity before responding to such requests. If You make a request, we will try our best to respond to You as soon as possible.

8. LINKS TO OTHER WEBSITES AND RESOURCES

- 8.1. Our Services may contain links to other websites and online resources that are not operated by us. If You click on a third- party link, You will be directed to that third party's websites and resources. We strongly advise You to review the privacy policy of every website and resources You visit.
- 8.2. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

9. CHANGES TO THIS POLICY

- 9.1. We may update our Policy from time to time. We will notify You of any changes by posting the new Policy on our App.
- 9.2. You are advised to review this Policy periodically for any changes. Changes to this Policy are effective when they are posted on the App.

10. CONTACT US

- 10.1. If you have any questions about this Policy or need further assistance, please contact us during our working hours. We strive to respond to all inquiries within 24 hours. You can reach us through the customer support section of the App or by sending us an email to info@alifpakistan.pk. We are processing communications within our working hours during the business days in Pakistan.

Approved by



Mahmood Shamsher Ali
CEO and Director