

Privacy Policy

Personal Data Processing Notice & Borrower Rights

Legal Entity	Noxven Ventures (OPC) Private Limited
Brand / Platform	Money Multiplier (empowered by Seven Fincorp)
Document	Personal Data Processing Notice & Borrower Rights
Version	v2.1
Effective Date	01 July 2025
Jurisdiction	Republic of India
Language	English (Binding)

This document sets out legally binding obligations. Please read carefully before using the Platform or Services. By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these terms and conditions in their entirety.

1. Introduction & Commitment

1.1 About Us

Money Multiplier is a digital lending facilitation platform operated by Noxven Ventures (OPC) Private Limited, functioning under the Seven Fincorp brand ('Money Multiplier', 'we', 'us', or 'our'). We are committed to protecting the privacy, confidentiality, and security of personal and financial information provided by borrowers, applicants, and users of the Platform.

This Privacy Policy describes our information practices, including the types of personal data we collect, the purposes for which we process it, how we share it, the security measures we employ, and the rights available to you. This policy applies to all interactions with the Platform, including web, mobile, and any other digital interfaces.

1.2 Compliance Framework

Money Multiplier processes personal data in accordance with the Digital Personal Data Protection Act, 2023 and applicable rules, including principles of lawful processing, purpose limitation, data minimisation, security safeguards, and user rights. We are also committed to compliance with applicable guidelines issued by relevant financial sector regulatory authorities governing digital lending and data protection.

- **Lawful Processing:** We process data only on valid legal grounds including consent, contract, and legitimate interest.
- **Purpose Limitation:** Data is processed only for the purposes disclosed in this Privacy Policy.
- **Data Minimisation:** We collect only the minimum data necessary for the stated purpose.
- **Accuracy:** We take reasonable steps to ensure personal data is accurate and up to date.
- **Security:** We implement appropriate technical and organisational safeguards.

2. Data Collection & Minimisation

2.1 Data Minimisation Principle

Money Multiplier follows the principle of data minimisation and collects only such information as is necessary for loan origination, servicing, regulatory compliance, fraud prevention, and related purposes. Our data collection practices are designed to be proportionate to the purpose for which the data is collected and are reviewed regularly.

2.2 Categories of Personal Data Collected

We may collect the following categories of personal data, subject to applicable law and consent:

- Personal Identifiers: Full legal name, date of birth, gender, father's/spouse's name.
- Government Identifiers: PAN, Aadhaar (Masked where permissible), Voter ID, Passport, or Driving Licence.
- Contact Details: Mobile number, email address, current and permanent address.
- Financial Information: Monthly income, employment type, employer details, existing loan obligations.
- Banking Information: Bank account details, bank statements, and repayment history.
- Credit Information: Credit bureau reports accessed with your explicit consent.
- Device Data: IP address, device type, operating system, browser, and app usage data.
- Communication Records: Records of your interactions with our customer service team.

2.3 Aadhaar & Biometric Data

Users are encouraged to provide Masked Aadhaar (first eight digits obscured) wherever permissible under applicable law. Money Multiplier does not collect, store, or process Aadhaar biometric information under any circumstances.

3. Consent Framework

3.1 Fair Consent Practices

Money Multiplier obtains your consent through clear, informed, and affirmative mechanisms. Consent is never obtained through misleading interfaces, deceptive patterns, pre-selected checkboxes, or any practice that compromises the genuine and informed nature of consent. Every consent request clearly identifies the specific purpose, the data to be processed, and the parties with whom it may be shared.

3.2 Purpose-Specific Consent

Separate consent may be obtained for specific activities, including but not limited to:

- KYC Verification: Identity authentication using government-issued documents.
- Credit Bureau Access: Submission of credit enquiries to licensed credit information companies.
- eNACH / UPI AutoPay Registration: Setting up electronic mandates for automated loan repayment.
- Communication Preferences: Receiving notifications via SMS, email, WhatsApp, or other channels.
- Marketing Communications: Receiving promotional offers from Money Multiplier or its partners.
- Lending Partner Sharing: Sharing application data with the relevant regulated Partner Lender.
- FLDG Arrangements: Sharing data with entities in permitted First Loss Default Guarantee arrangements, where applicable and disclosed.

3.3 Consent Revocation

Borrowers may withdraw previously granted consent through the Platform's consent management interface, by contacting our Data Protection Officer (details below), or through any other consent management mechanism provided by the Platform.

Withdrawal of consent shall not affect the lawfulness of processing undertaken pursuant to valid consent before its withdrawal. Certain processing may continue on other lawful bases.

4. Consent Audit Trail & Lending Disclosures

4.1 Audit Trail

Records of borrower consents, OTP verifications, digital acknowledgements, and authorisations provided through the Platform may be maintained for audit, compliance, dispute resolution, and regulatory purposes. The audit trail includes the date and time of consent, the specific activity consented to, and the version of the privacy notice in effect at the time.

4.2 Lending Partner Disclosure

The identity of the regulated lending Partner Lender shall be disclosed to borrowers prior to submission of a loan application and before execution of loan documentation. This ensures you are fully informed about which regulated entity will process your loan application and hold the loan relationship.

4.3 FLDG Disclosure

Information may be shared with entities participating in legally permitted First Loss Default Guarantee (FLDG) arrangements, where such arrangements are in place and have been disclosed to the borrower. Such sharing is limited to what is necessary for the operation of the arrangement and is conducted in compliance with applicable regulatory requirements.

5. Data Sharing & Recovery Practices

5.1 Partner Lenders & Service Providers

Your data may be shared with Partner Lenders for credit appraisal, underwriting, disbursement, and servicing. We may also engage third-party service providers including KYC agencies, credit information companies, technology providers, payment processors, and cloud providers, all of whom are bound by appropriate data processing agreements.

5.2 Recovery Agent Compliance

Where recovery agents are engaged by regulated Partner Lenders, such agents shall operate in accordance with applicable fair practices codes, regulatory guidelines on recovery, and lawful collection practices. Recovery agents must identify themselves, operate during permissible hours, and treat borrowers with dignity and respect at all times.

- Complaints against recovery agents should be reported to the Grievance Officer.
- Such complaints will be escalated to the relevant Partner Lender.
- Where appropriate, complaints may be referred to the relevant regulatory authority.

6. Security, Retention & Grievance Redressal

6.1 Security Measures

Money Multiplier employs industry-standard measures to safeguard your personal data:

- Encryption of data in transit (TLS/SSL) and at rest (AES-256 or equivalent).
- Role-based access controls ensuring only authorised personnel access personal data.
- Regular security assessments, vulnerability testing, and penetration testing.
- Employee training and awareness on data protection and information security.
- Incident response procedures for timely detection and reporting of data breaches.

6.2 Data Retention

Personal data is retained for the period necessary to fulfil the purposes for which it was collected and to satisfy legal, regulatory, and accounting requirements. Loan-related records may be retained for the period prescribed by applicable law after the loan account is closed.

6.3 Data Protection Officer — Money Multiplier

For questions, concerns, or requests regarding this Privacy Policy, please contact our Data Protection Officer:

Designation	Data Protection Officer
Platform	Money Multiplier (empowered by Seven Fincorp)
Company	Noxven Ventures (OPC) Private Limited
Email	contact@sevenfincorp.com
Response Time	Acknowledgement within 48 hours; resolution within 30 days

6.4 Grievance Redressal — Money Multiplier

For grievances relating to this Privacy Policy or the processing of your personal data, you may also contact the Grievance Officer:

Designation	Grievance Officer
Platform	Money Multiplier (empowered by Seven Fincorp)
Company	Noxven Ventures (OPC) Private Limited
Email	contact@sevenfincorp.com

Response Time

Acknowledgement within 48 hours; resolution within 30 days

6.5 Policy Updates

Money Multiplier reserves the right to update this Privacy Policy at any time. We will notify users of material changes by posting the updated policy on the Platform with a revised effective date. Continued use of the Platform after such notification constitutes acceptance of the updated policy.