

# PRIVACY POLICY

## INTRODUCTION

This Privacy Policy ("Privacy Policy" or "The Policy") is incorporated into Strategic Finance & Investments Limited's ("Strategic Finance & Investments Limited" or "SFIL" or "The Company") website and all service associated with and/or provided from it. If any changes are made, a revised Privacy Policy with an updated "Last Revised Date" shall be posted on SFIL website. Your ("User") use of Strategic Finance & Investments Limited Official Website, SFIL Connect of Strategic Finance & Investments Limited and/or any digital services offered by SFIL following any such change means you accept the revised Privacy Policy. If you have any questions about this Privacy Policy, or any other aspect of Strategic Finance & Investments Limited, please contact [sfilifs@sfilbd.com](mailto:sfilifs@sfilbd.com).

Strategic Finance & Investments Limited ("we", "us", "our", "SFIL") is committed to protecting and respecting the privacy of the Clients of Strategic Finance & Investments Limited. We created this Privacy Policy to tell you how we collect, use and disclose information in order to provide you services through our website, **SFIL Connect** as Internet Financial Services (IFS) platform and other digital platform.

Please read this policy document carefully to understand our views and practices regarding your personal data and how we will treat it. By accessing or using SFIL Official Website and/or IFS platform, you accept the practices and policies outlined in this Privacy Policy. You hereby consent that we will collect, use and disclose your Information as set forth in this Privacy Policy. If you are using SFIL Website and/or IFS platform on behalf of an individual or legal entity other than yourself, you represent that you are authorized by such individual or legal entity to accept this Privacy Policy on such individual's or legal entity's behalf.

If you do not agree with any terms of this Privacy Policy, you are advised not to further use SFIL Website and/or IFS platform.

## Key Privacy Principles

We are committed to upholding industry-leading standards when processing and protecting your information. These are our key data privacy principles:

- The Company agrees to take all reasonable measures to ensure the privacy and confidentiality of all customer information except where compelled to do otherwise by a Court order or instructions from a regulatory body.
- We shall use the information that you give to us, or that we otherwise collect about you, in a fair and consistent way and in ways that will enhance the digital services you use.
- We shall always comply with applicable law when using information about you.
- You agree that you will not use Internet Financial Service for any purpose that is unlawful or prohibited by the law or the Terms and Conditions. You also agree that you will not use Strategic Finance & Investments Limited Internet Financial Service platforms in any manner that could damage, disable or impair the platform or interfere with any other party's use or enjoyment of Strategic Finance & Investments Limited.
- You understand and accept that we have the absolute discretion to amend or supplement any of the terms and conditions at any time, and we are not obligated to notify you in any manner whatsoever. The amended terms and conditions shall be available on SFIL website and/or IFS platform. By using the service, you shall be deemed to have accepted the amended Terms and Conditions.
- You understand and acknowledge that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions which could affect your systems. We cannot guarantee or assure or certify any security against such internet frauds, hacking and other actions which could affect your system/Equipment. You understand and acknowledge that you will be availing the Service at Your own risk, value and assessment. We shall not be responsible for breach of security, fraud, data security compromises, or any mechanical or security failures, in any manner whatsoever.
- You acknowledge and agree that we are only willing to provide services if you agree to certain limitations of our liability to you and to third parties. You understand that, to the extent permitted under applicable law, in no event will We or Our officers, employees, directors, affiliates or agents be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential

purpose of any limited remedy), arising out of or related to Your use of or access to, or the inability to use or to access, the site, the Service or Your user data, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.

- We engage in research to develop, test and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. If any portion of these terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us
- If you do post content or submit material, and unless we indicate otherwise, you grant Strategic Finance & Investments Limited a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Strategic Finance & Investments Limited for all claims resulting from content you supply. Strategic Finance & Investments Limited has the right but not the obligation to monitor and edit or remove any activity or content. Strategic Finance & Investments Limited takes no responsibility and assumes no liability for any content posted by you or any third party.

### **Information Collection**

We may collect and process the following types of information from you or third parties in connection with your use of SFIL website and/or IFS platform:

#### **Personal User Information**

- (1) Your name and contact data (i.e. e-mail address, phone number, and mailing addresses)
- (2) Your login information and password
- (3) Your demographic data (i.e. gender, date of birth, location and family status)
- (4) Any information you provide when you contact or communicate with us
- (5) Any information you provide while availing service (i.e. Account Opening, Payment) from us
- (6) Payment information

### **Important Notes on Your Information**

1. You must make sure that your instructions and any information you give to us is accurate and complete. SFIL shall not be liable for any loss or damages due to misrepresentation of your information.
2. It is your responsibility to update us on any changes to your mobile phone number and/or email address as it is an integral part of your security information that allows you to access SFIL website and/or IFS platform.
3. Information available through the IFS platform concerning transactions and balances may not always be up to date. SFIL will usually record the transactions and available balance of an account up to the close of business of the previous business day, but may show the effect of some transactions since the previous business day. Information shown through IFS platform at a particular time may be adjusted after that time to reflect the true balance of your Account.
4. The Information provided in the IFS platform is always available as it is. We do not warrant the accuracy, adequacy or completeness of the Information and expressly disclaim liability for errors or omissions in this Information. No warranty of any kind, implied or expressed or statutory including but not limited to non-infringement of third party rights, title, merchantability, fitness for purpose and freedom from computer/device virus, is given in conjunction with the Information. With the exception of gross or intentional negligence, neither Strategic Finance & Investments Limited nor our employees may be held liable for any direct or indirect damages that you may suffer as a result of your use of IFS platform or the inability to make use of the service, for any reason whatsoever.

### **Use of Information**

In connection with providing you with our digital services, we and our affiliates and service providers may use your Information for a number of purposes, including, but not limited to:

a) Verifying your identity, processing your payments and fulfilling your request.

- b) Communicating with you about SFIL website and/or IFS platform or your use of SFIL website and/or IFS platform, and sending you communications.
- c) Ensuring quality customer service by providing you with customer support, responding to your requests or concerns, ensuring that SFIL website and/or IFS platform functions properly for you and tailoring our digital services and associated features to meet your needs.
- d) Facilitating the provision of financial services to you.
- e) Sending you push notifications (notifications may be enabled or disabled through your device or application or website settings depending on your device type).
- f) Detecting, preventing, investigating and responding to fraud, intellectual property infringement, violations of terms and conditions, or other misuse of SFIL website and/or IFS platform.
- g) Sending internet content and SMS on service related topics.
- h) Whenever you use the Service, the use of your security details authorizes us to act on any Instruction we receive and provide the service you requested and we will treat the use of your security details as consent to conduct any payment or other instructions you give using the service. If necessary, such authorization shall allow us to debit your accounts with any amounts we have paid in connection with any such Instruction.
- i) Enhancing the experience of SFIL website and/or IFS platform which may include analysis of your data and application of algorithms to provide assistance such as relevant recommendations, advice and new products.
- j) Providing certain marketing communications or promotional materials relating to SFIL website and/or IFS platform that may be of interest to you.
- k) You acknowledge and accept that we may use your information to improve SFIL website and/or IFS platform which we provide to you and this may include aggregating and/or anonymizing your data for analytical purposes.

### **Information Disclosure**

We may disclose your information to third parties in connection with the provision of IFS platform or as otherwise permitted or required by law. For example, we may disclose your Information in accordance with the terms of this Privacy Policy to:

- a) Third parties as we believe necessary or appropriate to comply with applicable laws;
- b) Third-party service providers that provide services such as the hosting of our Services, data and usage analysis, IT services and infrastructure, customer service, e-mail delivery, auditing and other similar services; and
- c) A third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, liquidation or other disposition of all or any portion of our business, assets or stock to such third party.

Strategic Finance & Investments Limited may also be required to disclose your personal information to:

- i. Respond to duly authorized information requests from the police and governmental authorities.
- ii. Comply with any law, regulation, subpoena or court order
- iii. Help prevent fraud or to enforce or protect the rights and properties of Strategic Finance & Investments Limited or its subsidiaries
- iv. Protect the personal safety of Strategic Finance & Investments Limited employees, third party agents or members of the public

Furthermore, we may anonymize or de-identify your Information and use or disclose that anonymized or de-identified information for any purpose including, but not limited to, aggregating anonymized information for the purposes of analyzing data, trends and patterns relating to the services. For the avoidance of doubt, we are not required to destroy or return to you any information that has been anonymized or in any way de-identified and such anonymized information may be shared with our affiliates or third party service providers.

From time to time your personal information may be transferred to third party agents, representatives or suppliers of Strategic Finance & Investments Limited for the purposes of system maintenance and support, marketing, promotional purpose.

## Information Security

We are committed to and take great care in ensuring that your information is secure. This includes physical security measures, as well as industry-standard encryption, password-controlled access and audit trails. In order to prevent unauthorized access or disclosure, we have put in place physical, electronic and managerial procedures to safeguard and secure the personal information we collect online.

Where we have given you (or you have chosen) a password to access certain parts of the Services, you must keep this password confidential. You should not share this password with anyone. You are responsible for what happens with your log in credentials.

When we send the OTP & PIN to your phone or mail or both, you must take all reasonable precautions to prevent anyone else from accessing your confidential information including the OTP that will be sent to you.

When using the Service, you must take reasonable steps to keep your equipment(s) (including your personal computer, any device and any mobile phone you have registered with us for use of the service) secure and do not leave your equipment unattended without locking access to it so that it cannot be used to access or use the service.

If you lose your equipment, including any confidential, sensitive or personal information contained in it or if your equipment is stolen or you become aware that third parties have gained access to your equipment you must notify us immediately. If you fail to inform us then we are not responsible if your account information becomes known to someone else or if you suffer any kind of loss as a result of the situations stated herein.

It is your responsibility to ensure that no other person can see or copy your security details and you must never access IFS platform from any computer, mobile phone or device connected to a public internet Wi-Fi network or access.

We shall use reasonable endeavors to keep the services free from viruses and corrupt files but cannot guarantee this. It is your responsibility to protect your equipment from viruses and attacks by third parties by using the latest anti-virus, personal firewall or any other protective measure as appropriate. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file or third party attacks.

We shall not be held liable for the content of messages sent or communicated over IFS platform. We will not be liable for any loss or damage to you as a result of:

- a. Making the service available to you, including acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else
- b. Any incompatibility between your system and the service
- c. Any machine, system or communications breakdown, interruption, malfunction or failure, industrial dispute, failure or fault of any Internet service providers, telecommunications or SMS service providers or operators, or their respective agents and subcontractors or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or delayed, or to the non-receipt, interception of or unauthorized access to or use of the Security Codes or to instructions given via the Service not being received, authenticated, accurate, correct or acted upon promptly or at all; and
- d. You relying on or using any financial or product information provided as part, or by means, of the service, or you using or purchasing any service or product by virtue of such reliance or use of the service
- e. Any misuse of your system or the service by you or anyone else
- f. Any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default)
- g. Any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error, inaccuracy or incompleteness of any information or data available under the Service.
- h. In the event that we are liable for any loss or damage to you as a result of your use of the service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

## **Jurisdictional Issues**

We intend to provide our services in Bangladesh; accordingly, this Privacy Policy and our collection, use, and disclosure of your Information, is governed by the laws of Bangladesh. We do not represent or warrant that our services are appropriate or available for use in any other jurisdiction. If you choose to access or use our services from outside Bangladesh, you do so on your own initiative and solely at your own risk. You acknowledge that our services are subject to the laws of Bangladesh and consent to the transfer of your Information to Bangladesh, which may provide a different level of data security than in the country in which you are located and you waive any claims that may arise under the laws of your location outside Bangladesh.

We will take all reasonable steps necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

## **Third Parties**

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including the manufacturer of your mobile device, and any other third party mobile application or website to which our services may contain a link. These third parties may at times gather information from or about you. We have no control over the privacy practices of these third parties. We encourage you to review the privacy policy of your service provider and the privacy policies of each website and application you visit and use.

## **Miscellaneous**

When using our Services, you may choose not to provide us with certain information, but this may limit the features you are able to use. You may also choose to opt-out of receiving certain communications (e.g., promotions) by contacting us through phone, email or other channels. Please note that even if you opt-out, we may still send you service-related communications.

If you have any security concerns or requests regarding our Services or any complaints or grievances, or if you wish to ask us any questions about the information which we hold about you or wish us to correct or delete such information, please use the contact information below.

Phone: +88-09-612223322, +88-02-55055291

Email: [sfilifs@sfilbd.com](mailto:sfilifs@sfilbd.com)

Mail: Strategic Finance &  
Investments Limited

Rangs RL Square, Level: 3, 201/1 Kha, Bir Uttam Rafiqul Islam Avenue, Progoti Shoroni, Dhaka - 1212, Bangladesh.

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