

**DATA PROTECTION AND PRIVACY POLICY**  
**SOCIETE GENERALE, INDIA**

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## I. INTRODUCTION

Societe Generale, India (hereinafter referred to as “**SG India**” or “we” or “us”) recognizes the importance of protection of data or information provided to us in writing by natural persons, including our employees, customers, clients, vendors and business associated and the trust placed on us with respect to maintaining the security of this data. SG India is committed to protect the personal data and respect data privacy in accordance with applicable laws and regulations in force from time to time. SG India is therefore, introducing this Data Protection and Privacy Policy (“**Policy**”) to comply with local regulations on protecting personal data, specifically The Information Technology Act, 2000 (“**Act**”) and the Information Technology (Reasonable Security Practices and Procedures And Sensitive Personal Data Or Information) Rules, 2011 (“**Rules**”) in force from time to time.

This Policy shall be applicable to: (i) all employees of SG, India including but not limited to contractors, sub-contractors, consultants etc.; and (ii) any natural person dealing with SG India in any capacity.

This Policy covers all data whether in physical or electronic form in the custody of SG, India.

## II. DEFINITIONS

1. “**Information Provider**” refers to an individual who provides any data or information to SG India.
2. “**Personal Information**” means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. It also includes personal and financial information we (a) obtain from you or from third parties (such as joint account holders, credit reference agencies or other organisations when you apply for an account or any other product or service), or (b) learn from the way you use and manage your account(s), from the transactions you make and from the payments which are made to your account(s). For the purpose of this Policy, the term Personal Information shall also include Sensitive Personal Data or Information.
3. “**Sensitive Personal Data or Information**” or “**SPDI**” of a person means such personal information which consists of information relating to; — (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological, and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; and (viii) 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 these rules.
4. “**SG Group**” means Societe Generale and its officers, employees, agents and related entities, affiliates, subsidiaries, head office, branches, consultants, independent contractors, successors, assigns, designees and licensees;

## III. PURPOSE OF COLLECTION AND USAGE OF PERSONAL INFORMATION

SG India respects the privacy of your Personal Information. The purposes for which any Personal Information provided to SG India may vary depending on the nature of the relationship, which a data subject will have with SG India. Broadly, they may comprise all or any one or more or of the following purposes (but shall not be restricted to): (i) the processing of applications for banking services and facilities; (ii) the daily operation of the services and facilities provided to its customers; (iii) conducting credit checks; (iv) assisting other financial institutions to conduct credit checks and collect debts; (v) ensuring ongoing credit worthiness of data subjects; (vi) designing financial services or related products for customers' use; (vii) marketing financial services or

related products; (viii) determining the amount of indebtedness owed to or by data subjects; (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations; (x) meeting the requirements to make disclosure under the requirements of any law binding on SG Group; (xi) performing administrative functions; (xii) enabling an actual or potential assignee of SG India, or participant or sub-participant of SG India's rights in respect of the data subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and (xiii) purposes relating to any of the above purposes.

#### **IV. CONSENT AND WITHDRAWAL OF CONSENT**

The Information Provider will be required to provide consent to SG India to collect, store, process, disclose and transfer their Personal Information shared with SG India to SG Group, agents, auditors, other banks and financial institutions, insurers, advisors, third party service providers or any other entity (“**SG Entities**”) in connection with the products or services sought from SG India, or their employment with SG India or to provide better services or ensure compliance with a legal, regulatory or contractual obligation of SG India.

The Information Provider has the option not to provide SG India with the Personal Information sought to be collected. The Information Provider also has the option to withdraw the consent given earlier, provided however, that such withdrawal of consent shall be sent to SG India in writing. In the event of an Information Provider not providing consent or subsequently withdrawing consent and if SG India deems it necessary to have the Personal Information and the consent thereto in order to provide any service, SG India reserves the right to not provide the Information Provider with such services/benefits/amenities at its sole discretion and take any other action in this regard as deemed appropriate by SG India.

While providing Personal Information of another natural person to SG India, the Information Provider shall undertake and confirm to have and will furnish to SG India, the concurrence of such natural person to provide the Personal Information to SG India.

#### **V. DISCLOSURE OF PERSONAL INFORMATION**

This Policy will not alter or affect any Personal Information otherwise provided by the Information Provider to SG India.

The Personal Information shared by the Information Provider may be transferred within the SG Entities. This may include transfer to SG Entities in different jurisdictions. In providing SPDI including but not limited to email address, telephone and facsimile numbers the Information Provider agrees that SG Entities may contact the Information Provider by email, telephone or facsimile. The information provided by you will be kept confidential. We will not disclose any such information outside of SG Entities except: (i) to credit reference and fraud prevention agencies and other organizations who may record, use and give out information to other lenders and insurers. The information may be used to make assessments for credit and all types of insurance, for debt tracing and to prevent fraud and money laundering; (ii) Our agents under confidentiality; (iii) to anyone to whom we transfer or may transfer our rights and duties under any contract entered into with the Information Provider; (iv) as required by law or regulation or government agency; (v) to protect or defend the rights, interests or property of SG India or SG Entities; (vi) to enforce the terms and conditions of the products or services offered by SG India

The Personal Information shared by the Information Provider may be stored on the servers located either within SG India or SG Group or even at the hosted space of an outsourced vendor. This will be protected by means of confidentiality agreements with the vendor.

SG, India shall ensure that Personal Information will be treated as confidential and with high standards of security. SG, India shall meet internationally recognized standards of personal data privacy protection and

comply with the requirements of applicable data protection/privacy laws. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

SG India shall not be liable for any breach of confidentiality as regards Personal Information, due to reasons not attributable to SG India.

## **VI. SECURITY PRACTICES AND PROCEDURES**

SG India will follow strict procedures to secure the information stored on the infrastructure of SG India which may reside on servers owned by SG India or SG Group or with an outsourced vendor at their premises.

The security policy of SG India is defined with the supervision from the Paris Security Team and as per the normative guidelines of the Bank.

All data backed up on the tapes is encrypted and stored offsite. All the data stored on mobile devices like laptop, mobile phones is also encrypted to avoid any data confidentiality breach. The data on the servers of SG, India is protected by means of the access control defined based on the role of the business users.

## **VII. DATA TRANSFERS OUTSIDE INDIA**

SG India may collect Personal Information from anyone who contacts SG India for any purpose. SG India implements various security measures in relation to its processing and transfer of Personal Information within the SG Group and the Personal Information is stored and transmitted in a protected environment. SG India undertakes to take all reasonable steps in order not to allow Personal Information to be seen by third parties, other than SG Entities who have been engaged by SG India to provide services.

SG India may transfer the Personal Information to SG Entities located anywhere in the world it does business. The Personal Information may be forwarded to a country other than the country of residence of the Information Provider. If SG India transfers information to SG Entities, located in another country, SG India shall endeavor to ensure that the recipient SG Entity applies the same levels of protection as we are required to apply to information held in India and to use the information only for the purpose of providing the service to SG India.

## **VIII. PROCESSING AND RETENTION**

Personal Information will not be used for purposes other than for which it is collected.

Personal Information will not be retained for longer than is required for the purposes under applicable laws. The retention period will be subject to the Record Retention Policy of the Bank.

## **IX. GRIEVANCE REDRESSAL**

SG India shall address any discrepancies and grievances of their provider of the Personal Information with respect to processing of information in a time bound manner. For this purpose, SG India has designated its Compliance Head as the Grievance Redressal Officer.

The Grievance Redressal Officer shall redress the grievances or provider of information expeditiously but within 1 (one) month from the date of receipt of grievance.