
Privacy Policy

At Neo Group we are strongly committed to protecting the personal and financial information that you submit to us. This information is provided when you register to receive certain services or products, such as online share trading. The personal information we get from you will help us provide you with improved services and products.

Once you provide your information to us, you provide such information to Neo Group and its affiliate and we and our affiliate may use such information to provide you various services with respect to your transaction conducted with Neo Group.

If You object to Your Information being transferred or used in this way, please do not provide the details of your information on the Website.

All information disclosed by You shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/ genuineness/misrepresentation/fraud/negligence, etc. of the information disclosed shall lie on the Company nor will the Company be in any way responsible to verify any information obtained from You.

We share information as part of normal business operations, such as providing you with any services to which you subscribe, and any related activity such as but not limited to collecting fees for those services, any activity as part of legal/regulatory requirements of Securities and Exchange Board of India / NSE/ BSE/ CDSL/ NSDL/ Depository / Depository Participants / MCA / RBI / Registrar and Transfer Agents /Mutual Funds/ KYC agents / Asset Management Companies of Mutual Funds /Collecting Banks/KYC Registration Agencies (KRAs) etc. or any regulatory and/or government authorities, or other third parties invited to participate in any offers for the benefit of users of services of Neo Group.

Neo Group shall / may share your information to subcontractors, Neo Group would take reasonable care to ensure but not warranty that such parties would use the information obtained from Neo Group for required use exclusively.

To ensure security of access to the personal information and transaction details, the access to the secured zone of our website is restricted by the unique login ID and Password as selected by you. Unique login id/ username and password that you need to use each time you want to access your account/ your information on the site; is to protect your privacy and you need to maintain secrecy of the username and password you use for any of our

services. You should be very careful in handling the ID and password and ensure that you do not reveal it to anybody, nor do you keep it in writing and keep changing your password periodically.

Please note that this privacy policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

Neo Group respect your privacy and strives to safeguard your right to privacy. Neo Group will continuously endeavour to ensure that Personal Data shall be used in line with all applicable data protection laws and Your information will be kept secured with restricted access; to the possible extent and as per limits provided under law.

We shall use the personal information to improve our service to you and to keep you updated about our new product or information. The information collected from you would be used for the purpose for which it is intended to be used; would be used to process your trading request and to carry out the settlements of your obligations.

We store and process Your Information including any sensitive financial information collected on computers (as defined under the Information Technology Act, 2000 or any modification / amendment(s) thereof or any rule(s) thereunder if any,) that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules thereunder.

If You object to Your Information being transferred or used in this way, please do not provide the details of your information on the Website.

Neo Group and its affiliates will share/sell/transfer/license/convey some or all of your personal information with another business entity to carry out any business activity or re-organization, amalgamation, restructuring of business or for any other reason whatsoever.

1. Collection of Sensitive Personal Data or Information:

Neo Group may for purpose of rendering its services, collect personal information such as:

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- Name, gender, residential / correspondence address, telephone number, date of birth, marital status, email address or other contact information; PAN, KYC Status, Signature and Photograph; Bank account or other payment instrument details; or any other detail for providing services.
 - registration of multiple bank accounts etc. through application forms
 - Payment instrument details at the time of submitting application at the time of investment or as proof for carrying out change of bank account or any other details of debit card obtained (if any)
 - Generation and storing password (PIN) in encrypted form based on the request from the investor under the online mode of investments
 - Annual Income and savings profile; and
 - Password(s)
 - Financial information such as Bank account, credit card, debit card or other payment instrument details
 - Physical, physiological and mental health condition (iv) Sexual orientation (v) Medical records and history
 - Biometric information
 - any detail relating to the above clauses as provided to body corporate for providing service; and
 - 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 Rules.
 - Information we may collect from your use of our services
 - Use of website/ platform for buy / sell/ redemption of mutual funds units/ stocks by transmitting money/ providing instructions to AMCs for execution of your transactions
 - Use of platform for trading in stocks markets/ (cash / FNO)
 - Usage of information for responding to your queries

- **Storage Information:** We may facilitate user to download and display information such as scheme commission details which a user may refer to, or to upload relevant documents as per various processes during user account management or transaction order placement
- **Media Information:** We facilitate users to capture / upload relevant documents as may be required to be uploaded during user account management or transaction order placement
- **Device Information:** We collect specific information about your device when you access our Services, including your storage, hardware model, operating system and version, unique device identifier, mobile network information, location, contacts and information about the device's interaction with our services
- **Information needed for AMC/Service Providers** to respond to your requests, to process the investment applications and to also ensure safe subscriptions/redemptions through points of acceptance in physical form, website, online portals, Automated Teller Machines and such other mode.
- Additionally, we may obtain Personal Information about you from third parties. Also, we obtain Personal Information about you through call recordings at our call centre(s), Internet technology, including our Site.
- Neo Group may also call the investors with respect to the other products or services offered by the AMC. Information shall also be collected to be compliant with the Know Your Client (KYC) norms under the Prevention of Money Laundering Act, 2002, (PMLA), the rules issued thereunder, and guidelines and circular on Anti- Money Laundering issued by SEBI and SEBI (Mutual Funds) Regulations, 1996 as amended till date. The customers/ clients (whether existing/prospective) must ensure to recheck the information or data being provided to the AMC or any person acting on its behalf. In case if any of the data/information is found to be inaccurate or incorrect, the same shall be informed to the Neo Group / AMC for immediate amendment. The Neo Group / AMC and any person acting on its behalf shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by the customers/ clients (whether existing/prospective).

Neo Group offers online platform System for carrying out trade transaction that collects such personal data or information to process your financial and non-financial transaction requests. The information so collected may be shared with SEBI/ NSE/ BSE/ MCX /Asset Management Companies of Mutual Funds/Registrar and Transfer Agents/Collecting Banks/KYC Registration Agencies (KRAs) etc. solely for the purpose of processing your transaction requests or serving you better.

Under certain circumstances we may be required to share the information given by you with the third parties, where we feel they can contribute to add value and improve the quality of services imparted by us to you. We shall take all reasonable steps to ensure that the confidentiality of your information is maintained by imposing strict confidentiality standards on all the third parties with whom we part this information. We shall take such measures as are reasonably possible not to allow any third parties to retain your personal information longer than what is warranted by the nature of services rendered. We would also impart your personal information wherever it is required to be disclosed under law to any of the governmental agency or regulatory bodies. By agreeing to avail the service offered by us, you have agreed to the collection and use of your Sensitive Personal Data or Information by Neo Group. You always have the right to refuse or withdraw your consent to share/dissemination of your Sensitive Personal Data or Information by contacting the customer care. However, in such an event, you may no longer avail the services of Neo Group.

2. Use of Personal Information

We use the Personal Information and other Non-Personal Information, for the following:

- to provide and improve the Services on the Platform that You request;
- to resolve disputes and troubleshoot problems;
- to help promote a safe service on the Platform and protect the security and integrity of the Platform, the Services and the users;
- collect money from You in relation to the Services,
- inform You about online and offline offers, products, services, and updates;
- customize Your experience on the Platform or share marketing material with You;
- to detect, prevent and protect Us from any errors, fraud and other criminal or prohibited activity on the Platform;
- enforce and inform about our terms and conditions;
- to process and fulfil Your request for Services or respond to Your comments, and queries on the Platform;
- to contact You;
- to allow Our business partners and/or associates to present customised messages to You;

- to communicate important notices or changes in the Services, use of the Platform and the terms/policies which govern the relationship between You and the Company and with Our affiliates for providing Services to You; and
- for any other purpose after obtaining Your consent at the time of collection. You also specifically agree and consent to Us and/or group, affiliate companies collecting, storing, processing, transferring and sharing information (including Personal Information) related to You with third parties such as Banks, financial institutions, credit information companies, entities registered under applicable laws with Securities Exchange Board of India, National Stock Exchange of India Limited/BSE Limited/Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)/payment gateways/ collecting banks/KRAs etc. solely for the purpose of reviewing your profile and processing your transaction requests for the Services or for such other products/services offered by us or our group, affiliate or associates.
- In addition to the above, We identify and use Your IP address to help diagnose problems with Our server, resolve such problems and administer the Platform. Your IP address is also used to help identify you and to gather broad demographic information.
- We may occasionally ask You to complete optional online surveys. These surveys may ask You for Your contact information and demographic information (like zip code, age, or income level). We use this information to tailor Your experience at the Platform, providing You with content that We think You might be interested in and to display content according to Your preferences. We use Your Personal Information to send You promotional emails, however, We will provide You the ability to opt- out of receiving such emails from Us. If You opt out, the Company may still send You non- promotional emails, such as emails about the Services and Your account on the Platform. Unless and until, You explicitly give Your consent to Us, to do so, We will not share Your Personal Information with another user of the Platform and vice versa.

3. Sharing of information

We may make Your Personal Information and/or other Non-Personal Information available to Our group entities/ affiliates to enable providing You Services through the Platform. Please note that all information shared with our group entities or affiliates or made available to our group entities or affiliates will be governed by the terms of this Privacy Policy. In addition to the Personal Information and in order to provide Services to You, we may also collect

Your Aadhaar, finger - print details and signature solely for completing the account opening procedures and authenticating Your transactions on the Platform. The act of providing Your Aadhaar is voluntary in nature and the Company, hereby agrees and acknowledges that Company will collect, use and store such details in compliance with applicable laws and this Privacy Policy.

We may also disclose Your Personal Information to third party vendors, consultants, and other service providers who work for the Company, who are bound by contractual obligations to keep such personal information confidential and use it only for the purposes for which We disclose it to them. This disclosure may be required for Us, for instance, to provide You access to Our Services and process payments including validation of Your bank accounts, to facilitate and assist Our marketing and advertising activities/initiatives, for undertaking auditing or data analysis, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to Our Services.

The Company may disclose Your information, to the extent necessary:

- to comply with laws and to respond to lawful requests and legal process,
- to protect the rights and property of the Company, Our users, and others, including to enforce the Terms, and
- in an emergency to protect the personal safety and assets of the Company, the users, or any person. In such an event the Company is in no manner responsible for informing You or seeking Your approval or consent. We and Our group entities or affiliates (to the extent Personal Information is collected by them) may, in compliance with applicable laws, share/transfer/assign all of Your Personal Information and other information with any other business entity (ies), in the event of a merger, sale, re-organization, amalgamation, joint ventures, assignment, restructuring of business or transfer or disposition of all or any portion of Our business.

4. Disclaimer on specific event

Neo Group shall be under no liability whatsoever in respect of

- any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the you (Payer / Cardholder) having exceeded the pre-set limit mutually agreed by us with our acquiring bank from time to time.;
- any loss, notional or otherwise, incurred by You due to delays either at the bank, BSE Star mutual fund, registrar and transfer agency and/or the AMC and/or due to any technical issues faced by You on the trading Platform;
- rejection of Your instructions by the bank, BSE Star MF, registrar and transfer agency and/or AMC; and

- any NAV related issue, loss etc where orders are placed by you after the cut off time prescribed which is specified on the website
 - Queries/complaints with respect to deduction of amount by the Company prior to the SIP date.
 - squaring off your trades/positions as per its Risk Policy for factors including but not limited to volatility, margin, outstanding debts, circuit limits (irrespective of margin availability), liquidity etc and you shall be solely liable for the consequences arising thereto.
 - loss on account of auto square off of your trades/positions by Company after the cut off time which is specified on the website.
 - restrictions imposed on "SMS stocks" as per its internal policy
 - limits/restrictions placed on trading as per its Risk policy and/or Surveillance policy
 - Processing of instructions authenticated by Your login credentials, non-availability or non-accessibility of the Platform, telephone(s), or office(s) of Company and its group entities/affiliates in case of circumstances beyond their control.
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5. Cancellation / Termination Policy:

Opening of a Trading and Demat account with us takes approximately 12 hours to 24 hours. You may place the cancellation request with our support team within 12 hours of the submission of your application with us. On receipt of the cancellation request, the account opening shall not be proceeded with.

An already opened account may be terminated by either party by giving a prior notice of seven trading days to the other party.

6. Intellectual Property Rights , Trademarks and Copyright :

The information contained on our website or the one delivered to you, the Platform and all information, content, materials, products including, but not limited to text, content, photographs, graphics, texts, video and audio content and computer code ("**Content**") on the Platform is the property of Neo Group and is either owned and controlled by the Company and any other third party or partner (where applicable). The trademark, trade names and logos that are used and displayed on our website, and the design, structure, selection and feel and arrangement of the Content are the properties of Neo Group and / or other third parties and/ or ours / Third Parties' partners and are protected by copyright, patent and trademark laws and other various intellectual property rights either in the favour of the Company, or third parties from whom the appropriate permissions have been taken under applicable laws. Nothing on this website should be construed as granting of any license to you or any right to you to use any Trade Marks, Trade Names and Logos any other **IPs** (Intellectual Property) displayed on our website. We retain all proprietary rights on our website. Users are prohibited from using the same without written permission of owner as deemed essential. Without the prior written consent of Neo Group no part of any materials on our website may be modified, reproduced, copied, stored, transmitted, distributed, used for creating works or used in any other way for commercial or public purposes.

Further, You understand and accept that all information, except Your personal information and other data submitted by You for the purposes of transacting on the Platform, through the Platform shall be deemed the property of the Company, and the Company shall be free to use any ideas, concepts, know-how or techniques provided by You on the Platform, in any manner whatsoever. On initiating a contact or query through the Platform, You agree to be contacted by the Company or any other entities with whom the Company has entered into an arrangement for the provisions of Services to You.

7. Refund Policy:

Neo Group has developed this website/ trading platform and same can be accessed through opening a Trading / Demat Account with us at a decided cost. You may place a refund request with the support team within 07 days of opening of an account/ payments along with the payments details like the Card / Bank Account Number, Transaction Number, etc. Refund shall be provided only for any excess payment of account opening charges made to us during application of your Trading / Demat Account and upon a confirmation from the banking partner with respect to receipt of such payment from you.

No other refund of account opening charges shall be made once the Trading and/ or Demat account is opened with us.

Once your Trading and Demat account is opened any payments made thereafter will be credited towards your account and there shall be no refunds. To withdraw any amount from such account you may place withdrawal request through the App or the Web.

The transactions on the Platform with respect to the Platform Services for stock broking and mutual fund units will be completed only after successful transfer of money from Your registered bank account to the relevant AMC.

Please note that the mutual fund and the stocks will be credited to Your Account within 2 (two) working days, or as stipulated by Regulatory bodies from time to time, from the date of successful transfer of such amount.

You hereby agree and acknowledge that the transactions on the Platform once completed cannot be cancelled by You .

With respect to investments in mutual funds and stocks, in case of successful transfer of money from Your account registered with the AMC, however, any failure to reflect the mutual fund in the Account, the money would be refunded to Your registered bank account within the relevant time period agreed with the AMC and Neo Group shall not be responsible for the same.

8. Disclosure of Customer Information:

Neo Group shall not deliberately disclose customer's personally identifiable information to any unauthorized third person. Save and except where such information shall be disclosed in good faith and for the purpose of law for the time being in force or to protect the rights and property of Neo Group. However, Neo Group has a right or duty to disclose or is permitted or compelled to so disclose such information by law, for the time being in force. For example, Neo Group may share/provide information with/to judicial bodies and regulatory authorities who have jurisdiction over Neo Group.

9. Children:

This website is not intended for use by children and minors. Parents are requested to ensure that Personal Information is not provided by minors.

10. Security of Data

Neo Group will continuously endeavour to 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.

Neo Group or its authorized agents shall not retain or store that information for longer than is required for the purposes except when the information may lawfully be used or is otherwise required under any other law for the time being in force.

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

We cannot however ensure or warrant the security of any information You transmit to the Company or guarantee that Your Personal Information and/or other Non-Personal Information provided for availing the Services or accessing the Platform will not be accessed, disclosed, altered or destroyed by a breach of any of Our security measures and safeguards. It is further clarified that You have, so long as You access and/or use the Platform (directly or indirectly), the obligation to ensure that You shall at all times, take adequate physical, managerial, and technical safeguards, at Your end, to preserve the integrity and security of Your data which shall include and not be limited to Your Personal Information.

By agreeing to avail the service offered by Neo Group you have agreed to the collection and use of your Sensitive Personal Data or Personal Information by Neo Group.

11. Right to Opt Out:

You always have the right to refuse or withdraw your consent to share/dissemination of your Sensitive Personal Data or Personal Information by contacting the customer care. However, in such an event, you would no longer avail the services of Neo Group. The withdrawal of consent shall not affect the lawfulness of processing of your data based on consent before its withdrawal. Thus opt out request would not be applicable to the correspondence and communications already initiated by Neo Group.

12. Communications:

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You

consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by SMS and/or E-mail or through WhatsApp or by such other mode of communication, electronic or otherwise. You hereby expressly agree to receive communication (including transactional messages) through said modes of communications from the Company

The Company reserves a right to create any Whatsapp groups ("**Groups**") through its representatives(hereinafter referred to as "**Group Admin**") who are expressly authorized to control, monitor and administer the Groups on its behalf.

The Group Admin reserves the right at all times to determine, in its sole discretion, whether the content posted on the Group is appropriate and in compliance with these Terms of Use. The Group Admin further reserves the rights to remove any participant/member from the Group if it finds You or any participant/member to have circulated/posted any content which is objectionable or improper for the Groups or its participants and/or deemed to have violated the Terms of Use or for any reason whatsoever.

13. Log File Information Collected And Stored Automatically (Cookies):

When you register with or view our site, our servers automatically record certain information that your web browser sends whenever you visit our website. The kind of information that is gathered automatically include the type of browser you are using (e.g. Internet Explorer, Firefox, etc.), the type of Operating System you are using (e.g. Windows or Mac OS) and the domain name of your Internet Service Provider, the date and time of your visit and the pages on our website. We sometimes use this information to improve our website(s) design, content and primarily to give you a better browsing experience.

This notice / policy is not intended to and do not create any contractual or other legal rights in favour of any user or viewer of this website or on behalf of any other party. However, users and

viewers are informed that by using the website, they are deemed to have consented to the collection and use of information by Neo Group as stated above.

If you'd prefer to restrict, block or delete cookies from this website, or any other 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 website and some features may not work as expected.

14. Updating or Reviewing Your Sensitive Personal Data or Personal Information:

You may upon written request to us review the sensitive personal data or information provided. Neo Group shall ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient shall be corrected or amended as feasible.

15. Reasonable Security Practices for Protecting Information:

Neo Group uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. Neo Group cannot, however, ensure or warrant the security of any information you transmit to Neo Group and you do so at your own risk. Once we receive your transmission of information, Neo Group makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

To protect your privacy and security, Neo Group take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications from Neo Group, at all times.

16. Links to Other Web Sites:

Our website sometimes has links to other website(s) in the World Wide Web. The privacy policies of these website(s) are not under our control. Once you leave our servers, use of any information you

provide is governed by the privacy policy of the operator of the site you are visiting. It is advisable to read their privacy policies for further information. Your browsing and interaction on any other Web site, including those that have a link on our Web site, is subject to that Web site's own rules and policies. It is advisable to read their privacy policies for further information.

17. Notification Procedures:

Neo Group provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our Website page, as determined by Neo Group in its sole discretion. Neo Group reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Privacy Policy.

18. Changes to Our Privacy Policy:

Please note that this policy may change from time to time. If Neo Group change its privacy policies and procedures, Neo Group will post those changes on website/platform to keep you/users aware of what information Neo Group collect, how Neo Group use it and under what circumstances Neo Group may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. Please visit our website to keep yourself abreast of any changes to this policy.

Certain sections or pages on this site may contain separate privacy policy, which is in addition to this privacy policy. In the event of any conflict between the two, the additional privacy policy will govern those sections or pages.

18. Queries and Complaints

If You have any queries or complaints with respect to the Platform, please feel free to reach out to the Customer Care , the name and contact details of the Head-Customer Care have been provided below:

Name: Nitesh Shah

Email id: neocare@neo-wealth.com
Designation: Assistant Vice President

In case of escalations, please reach out to :
Name: A.Jayadevan
Email id : compliance@neo-wealth.com
Designation : Chief Compliance Officer

Applicability of Privacy Policy

Neo Group comprises of Neo Investment Value Advisors Private Limited, Neo Wealth Management Private Limited, Neo Asset Management Private Limited, Neo Markets Services Private Limited Nieuwe Tech Serve Private Limited, Neo Insurance Broking Private Limited and Transwealth Financial Services Private Limited. The Neo Group Privacy Policy applies to all Companies forming part of the Neo Group, including Neo Wealth Management Private Limited.

Neo Wealth Management Private Limited is a Company incorporated under the Companies Act, 2013.

CIN:U74140MH2021PTC367572

SEBI Registration No.: INZ000306537 (Stock Broking) | Investment Adviser: INA000017286 |
Depository Participant: IN-DP-725-2022 (CDSL)

NSE Trading Member Code: 90296 | BSE Clearing Member : 6792 | CDSL DP ID: 12096600 |AMFI
Registration Number : ARN- 258756 |

Investment Adviser: INA000017286-Type-Non Individual , Validity of Registration-Perpetual,
Principal Officer Contact Number +91 22 66423600, Email Id- PO_advisory@neo-wealth.com

Registered Office Address: Neo Wealth Management Private Limited, 903, 9th Floor, B Wing,
Marathon Futurex, N M Joshi Marg, Lower Parel (E), Mumbai, Maharashtra - 400013.

For any queries or complaints email at neocare@neo-wealth.com | Escalations : compliance@neo-wealth.com

Please ensure you carefully read the Risk Disclosure Document as prescribed by SEBI and our [Terms of Use](#).
Investment in securities market are subject to market risks, read all the related documents carefully before investing.
