

FasalPay Commodity Pricing Application Privacy Policy

Effective Date: 13/11/2025

FasalPay (“**we**”, “**us**”, or “**our**” or the “**Company**”) is committed to protecting user privacy. This Privacy Policy outlines how we collect, use, store, and safeguard the personal information when the FasalPay Commodity Pricing Application (the “**App**”) is used by the Users.

By using FasalPay, the Users consent to the practices outlined in this Privacy Policy.

1. Definitions

For the purpose of these Terms:

- “**FasalPay**” or “**App**” or the “**Company**” refers to the FasalPay Commodity Pricing Application owned by **Agro-Digital Private Limited**, including all related functionalities, software, and services.
- “**Content**” refers to and includes any Data, pricing information, submissions, or materials uploaded, displayed, or shared through the App.
- “**Data**” means any information, whether in electronic or physical form, that relates to an identified or identifiable individual or that can be used, alone or in combination with other information, to identify a person. This includes, but is not limited to, names, contact details, identification numbers, location data, online identifiers (such as IP addresses or device IDs), and any other information collected, generated, or processed through the Application.
- “**General Users**” or “**Farmers**” or “**End Users**” or “**Users**” refers to any individual or entity that accesses, views, downloads, registers for, or otherwise uses the App or its features, whether directly or through an authorized device or account, including those who access commodity pricing information.
- “**Suppliers**” refers to registered users who input and submit commodity prices on the App.

2. Purpose of the App

FasalPay is a commodity pricing and market information display application. It enables Suppliers to upload daily commodity prices, which are then viewable by General Users.

The App does not:

- provide loans, credit, financing, or financial services;
- act as a bank, financial institution, or lender;

- process payments or financial transactions; and/or
- enable communication or data exchange between users.

The App solely displays and aggregates commodity prices for informational purposes.

3. Our Commitment to Your Privacy

At FasalPay, we believe that all of our Users deserve transparency and control over their personal information. Our privacy practices are based on the following principles:

- We process Data lawfully, fairly, and in a transparent manner.
- We only collect Data that is necessary for the App's functionality.
- We protect the User(s) Data using appropriate technical and organizational security measures.
- We provide Users access to their Data and respect their choices regarding its use.

3. Data Collected

We collect the following categories of Data from Users of the App:

- From Suppliers: name, phone number, business name, price submissions, and location.
- From farmers: name, phone number, and location preferences.
- Technical and device data: device type, internet protocol ('IP') address, operating system, and browser information.
- Usage and access data: frequency of use, session duration, and interaction logs.
- Communication data: User support correspondence and feedback messages.
- Marketing and contact preferences: information regarding consent to receive alerts, updates, or promotional content.

4. User Consent

By creating an account or continuing to use the App, consent is provided for the collection, storage, and processing of the Data in accordance with this Policy by the User. The User may withdraw consent at any time; however, withdrawal may limit or restrict certain features or usage of the App.

5. How We Use Data

Data is used strictly to:

- Display and aggregate commodity pricing information.
- To personalize the User experience based on location.
- Improve the performance and features of the App.
- Send updates, alerts, or service-related notifications to Users.
- Conduct analytics, prevent fraud, and ensure platform security.

- Comply with applicable legal, tax, or regulatory obligations.

We do not use any Data for profiling, automated decision-making, or marketing without consent.

6. Data Sharing

We do not sell, trade, or share Data. Price data submitted through the App may be made publicly available in aggregated or summarized form for the benefit of all Users. Personal Data will remain confidential unless disclosure is necessary to provide services or as required under applicable law.

7. Data Security

We implement commercially reasonable security measures, including encryption and restricted access to protect User data from unauthorized access, disclosure, alteration, or loss.

However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security. Users are encouraged to maintain confidentiality of account credentials and exercise caution when sharing information online.

8. Data Storage

All Data collected through the App is stored securely on internal cloud servers of the Company located in Pakistan. Data is not transferred outside Pakistan unless required by law or with user consent.

9. User Rights

Users may request access, correction, or deletion of their personal Data by contacting the App's support using the contact details provided in clause 12 of this Policy. These rights are subject to applicable laws and any legitimate operational or legal requirements that may require us to retain certain information. In addition to the foregoing, Users have the right to withdraw consent to Data processing at any time (without affecting the lawfulness of prior processing), and to restrict or object to certain types of Data processing where permitted by law. Requests to exercise any such rights must be submitted in writing to the contact details provided below. For security purposes, we may request verification of your identity before processing certain requests.

10. Retention

Data is retained for as long as the User's account is active or as required by the applicable law for legal, regulatory, or legitimate business purposes. If an account becomes inactive, the App may retain User Data for a limited period of time for operational, legal, or regulatory purposes. After that, the Data may be deleted or anonymized unless a longer retention period

is required by law. Certain records may continue to be securely retained for internal documentation, compliance review, fraud prevention, dispute resolution, or historical system integrity purposes, and will not be processed or used beyond such scope.

11. Changes to the Policy

We may update this policy from time to time and will notify users via the App or by other appropriate means. By continuing to use Fasalpay after such updates, you acknowledge and agree to the revised Policy.

We encourage you to review this Policy regularly to stay informed about how we collect, use, and protect the personal data.

12. Contact

For any privacy-related queries, data access requests, or complaints, contact us at **info@fasalpay.com**.

13. Governing Law & Jurisdiction

This Privacy Policy shall be governed by and construed in accordance with the laws of Pakistan. Any dispute, controversy, or claim arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the competent courts of Lahore, Pakistan.

14. Legal Disclaimer

The App is provided on an “as-is” and “as-available” basis. While reasonable efforts are made to ensure accuracy and reliability, the App disclaims all warranties, express or implied, regarding the completeness, reliability, or availability of data. To the fullest extent permitted under applicable law in Pakistan, the App and its operators shall not be liable for any direct or indirect loss or damage, including but not limited to financial loss, data loss, service interruption, unauthorized access, cyber incidents, or system failure, arising out of or in connection with:

- (a) use or inability to use the App,
- (b) reliance on any Data or content available through the App,
- (c) any delay, disruption, or technical malfunction, or
- (d) any unauthorized access to user information beyond the App’s reasonable security controls.

Users are advised to independently verify pricing information before making financial, purchase, or sale decisions.