MANA LINE

FINANCE-GROWTH-TRUST

TERMS & CONDITIONS | PRIVACY POLICY

Effective Date	22 May 2026
Version	1.0
Governing Law	Laws of India
Jurisdiction	East Godavari District, Andhra Pradesh
Platform Owner	MANA LINE
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MANA LINE

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⚠IMPORTANT — PLEASE READ CAREFULLY: MANA LINE is a digital record-keeping platform only. It does NOT lend money, collect repayments, guarantee loans, or operate as a financial institution, Non-Banking Financial Company (NBFC), or Credit Information Company (CIC) under any Indian law. All lending, repayment, and financial decisions are made solely between lenders and customers offline.

PART 1: TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

"Platform"	MANA LINE — the mobile and web application and associated services operated by MANALINE.
"Owner"	The registered proprietor or authorised administrator of a MANA LINE account who manages one or more Agents and is responsible for the accuracy of all data entered under their account.
"Agent"	A person authorised by an Owner to access the Platform on the Owner's behalf for the purpose of entering, viewing, or managing loan records.
"Customer"	An individual whose loan account details are recorded on the Platform, either by self-registration or by an Agent/Owner on their behalf.
"Lender"	Any individual or informal private moneylender whose loan transactions with Customers are recorded on the Platform. Lenders are NOT regulated by the Reserve Bank of India under these terms and are not NBFCs.
"Sensitive Personal Data"	As defined under Rule 3 of the IT (SPDI) Rules 2011 and the Digital Personal Data Protection Act, 2023 — including financial data, identification details and contact information collected by the Platform.
"LINE Repayment Index"	A numerical indicator calculated solely from repayment records entered into the Platform. It is NOT a credit score, credit rating, or credit information report as defined under the Credit Information Companies (Regulation) Act, 2005 (CICRA).
"KYC Details"	Identity and address information used to onboard and verify users, including name, phone number, last 4 digits of Aadhaar number (hashed), pincode, and address.
"We / Us / Our"	MANALINE, the operator of the Platform.
"You / User"	Any Owner, Agent, or Customer accessing or using the Platform.

2. Acceptance of Terms

2.1 By registering, logging in, or using the Platform in any manner, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions and our Privacy Policy (collectively, the "Agreement").

2.2 If you are an Agent, your Owner is jointly responsible for ensuring you comply with this Agreement.

2.3 If a Customer's account is created by an Agent or Owner on their behalf, it is the responsibility of the Owner and Agent to obtain the Customer's verbal or written consent before entering their data, and to make these Terms available to them.

2.4 We reserve the right to update these Terms at any time. Continued use of the Platform after any update constitutes acceptance of the revised Terms. We will notify registered users of material changes via the app notification or email.

⚠Legal Basis (Contract Act 1872): These Terms constitute a legally binding contract between You and MANALINE under the Indian Contract Act, 1872. You must be 18 years of age or older to enter into this contract.

3. Eligibility

- You must be at least 18 (eighteen) years of age.
- You must be a resident of India.
- You must have the legal capacity to enter into binding contracts under Indian law.
- Agents must be authorised in writing (or digitally) by a registered Owner before accessing the Platform.
- Customers who are added by Agents/Owners must be individuals with active loan accounts with the relevant Lender.

The Platform does NOT permit use by any person under 18 years of age. If we become aware that a minor has registered, we will immediately suspend and delete that account.

4. Nature of Platform — What MANA LINE Is and Is Not

ℹ MANA LINE IS: A digital record-keeping and loan management platform designed to replace paper-based systems used by local informal lenders and their agents.

4.1 What MANA LINE Does

- Records loan details (amount, type, repayment history) as entered by Owners and Agents.
- Provides Customers with a view of their own loan records and repayment history.
- Generates the LINE Repayment Index as an internal tracking tool.
- Facilitates loan requests from Customers to Lenders as a communication channel only.

4.2 What MANA LINE Does NOT Do

⚠IMPORTANT DISCLAIMERS: The following statements are legally significant. Misrepresenting MANA LINE's role could create regulatory liability.

- MANA LINE does NOT lend money, disburse loans, or hold any funds.
- MANA LINE is NOT an NBFC, bank, payment aggregator, or any regulated financial institution under the RBI Act, 1934 or any other Indian law.

- MANA LINE does NOT guarantee loan approvals. Lenders make all credit decisions independently.
- MANA LINE does NOT collect or process loan repayments or EMIs. All payments happen directly between Customers and Lenders offline.
- MANA LINE is NOT a Credit Information Company (CIC) under the Credit Information Companies (Regulation) Act, 2005.
- MANA LINE does NOT fall under the purview of any State Money Lenders Act as it does not lend money.
- MANA LINE does NOT provide financial advice, legal advice, or investment recommendations.

5. LINE Repayment Index — Scope and Limitations

5.1 The LINE Repayment Index ("the Index") is an internal numerical indicator (0–100) calculated solely from repayment data entered into the Platform by Owners and Agents.

5.2 The Index reflects only the repayment behaviour of a Customer within loans recorded on the MANA LINE Platform. It does not reflect the Customer's overall financial health, creditworthiness, or any data from external sources.

⚠LEGAL DISCLAIMER (CICRA 2005): The LINE Repayment Index is NOT a credit score, credit rating, or credit information report as defined under Section 2 of the Credit Information Companies (Regulation) Act, 2005. MANA LINE is NOT a Credit Information Company registered with the Reserve Bank of India. Lenders who use the Index to assist in their lending decisions do so entirely at their own discretion and risk. MANA LINE makes no warranty, representation, or guarantee regarding the accuracy, completeness, or fitness for any purpose of the Index.

5.3 The Index shall not be used as the sole basis for any lending, financial, or legal decision by any party.

5.4 MANA LINE reserves the right to modify the methodology used to calculate the Index at any time with reasonable notice to users.

6. User Accounts and Responsibilities

6.1 Account Registration

- All users must provide accurate, complete, and up-to-date information during registration.
- You are responsible for maintaining the confidentiality of your login credentials.
- You must immediately notify us at ksirimanikantareddy@gmail.com if you suspect unauthorised access to your account.
- MANA LINE will not be liable for any loss arising from unauthorised access due to your failure to secure your credentials.

6.2 Owner Responsibilities

- Owners are responsible for all actions taken by Agents under their account.
- Owners must ensure that only authorised Agents access the Platform.
- Owners must ensure the accuracy of all data entered into the Platform.
- Owners must obtain Customer consent before adding a Customer's data to the Platform.

6.3 Agent Responsibilities

- Agents must act only within the scope of authority granted by their Owner.
- Agents must not access, copy, or share any data beyond what is required for their assigned duties.
- Agents must not use the Platform for any personal or unauthorised purpose.

6.4 Customer Responsibilities

- Customers are responsible for reviewing their loan records and promptly reporting any inaccuracies to their Lender or Agent.
- Customers who self-register must provide genuine KYC details.

7. Aadhaar Number — Handling and Legal Compliance

⚠Aadhaar Act 2016 & Supreme Court Judgment 2018: Private entities are prohibited from collecting, storing, or using full Aadhaar numbers without UIDAI authorization. MANA LINE strictly complies with this requirement.

7.1 MANA LINE collects the Aadhaar number entered by you ONLY for the purpose of verifying and matching your identity against existing loan records within the Platform.

7.2 The full Aadhaar number is never stored in our database in readable form. The whole number is processed using a one-way cryptographic hash and only that hash is retained, together with the last 4 digits for display. You should be aware that your MLID is derived from the last 8 digits of your Aadhaar number, and that hashing a twelve-digit number limits, but does not eliminate, what could be recovered from a stolen copy of our database.

7.3 The hashed Aadhaar data is used solely for internal identity matching and is never shared with any third party, lender, or agent in full or hashed form.

7.4 By entering your Aadhaar number, you confirm that you are the lawful holder of that Aadhaar number and consent to the above-described limited processing under Section 11 of the Aadhaar Act, 2016.

7.5 MANA LINE strongly recommends that you do not share your full Aadhaar number with Agents or Owners verbally or in writing outside of the app's secure registration process.

8. Prohibited Activities

You agree that you will NOT:

- Provide false, misleading, or fraudulent information during registration or use of the Platform.
- Impersonate any person or entity or misrepresent your identity.
- Use the Platform for any purpose that violates any applicable Indian law, including but not limited to the IT Act 2000, DPDP Act 2023, Aadhaar Act 2016, IPC / BNS 2023, or Consumer Protection Act 2019.
- Attempt to gain unauthorised access to other users' accounts or data.
- Reverse-engineer, decompile, or tamper with the Platform's software or database.
- Use the Platform to facilitate any illegal lending, money laundering, or financial fraud.
- Harass, threaten, or intimidate any Customer regarding loan repayment through the Platform.
- Collect or harvest data of other users from the Platform for any external purpose.
- Use automated bots, scrapers, or scripts to access the Platform.

Violation of any of the above may result in immediate account suspension, reporting to law enforcement, and legal action.

9. Data Accuracy and Disputes

9.1 MANA LINE is a record-keeping platform. The accuracy of all loan data (amounts, dates, repayments) depends entirely on the information entered by Owners and Agents.

9.2 MANA LINE does not independently verify the accuracy of any loan data entered by users.

9.3 In the event of a dispute between a Customer and a Lender regarding loan records, the primary record shall be the physical agreement, receipt, or document between the parties. MANA LINE data may serve as supplementary evidence only.

9.4 MANA LINE shall not be made a party to any dispute between Customers, Lenders, Owners, or Agents arising from loan transactions.

10. New Loan Request Feature

10.1 The "New Loan Request" feature allows Customers to submit a loan request to a Lender through the Platform. This is a communication feature only.

10.2 Submission of a loan request does NOT constitute a binding loan agreement, guarantee of approval, or commitment by the Lender or MANA LINE.

10.3 All loan terms (interest rate, repayment schedule, processing fee, security) are negotiated and agreed upon entirely between the Customer and the Lender outside the Platform.

10.4 MANA LINE is not responsible for any outcome of a loan request, including approval, rejection, or any terms offered by the Lender.

11. Account Deletion and Data Retention

11.1 Users may request deletion of their MANA LINE account at any time by contacting us at ksirimanikantareddy@gmail.com.

11.2 Upon account deletion:

- Your login credentials and personal profile information will be permanently deleted within 30 (thirty) days of your request.
- Loan transaction records (amounts, dates, repayment history) associated with your account may be retained by the Platform for a period of up to 7 (seven) years to comply with applicable financial record-keeping requirements and to protect the legitimate interests of Lenders and Owners.
- Retained records will be anonymised to the extent practicable — your name and contact information will be removed while transaction data is retained.

11.3 You acknowledge that due to the multi-party nature of loan records (involving Owner, Agent, and Lender), complete erasure of all associated data may not be technically possible in all cases, and retained data will be maintained securely with access restricted to the Owner of that record.

12. Fees and Payments

12.1 The Platform is offered free of charge for a period of three (3) months from the date of an Owner's registration ("Free Period").

12.2 After the Free Period, MANA LINE may introduce subscription fees, per-transaction charges, or other pricing models. We will provide a minimum of 30 (thirty) days' advance notice of any fee introduction or change via the app or email.

12.3 Continued use of the Platform after the introduction of fees shall constitute your acceptance of the applicable pricing.

12.4 MANA LINE will not charge Customers for accessing their own loan records.

13. Intellectual Property

13.1 All rights, title, and interest in the Platform, including its design, software, name "MANA LINE", logo, LINE Repayment Index methodology, and all content created by us, are the exclusive property of MANALINE.

13.2 Users are granted a limited, non-exclusive, non-transferable licence to use the Platform solely for the purposes described in these Terms.

13.3 You may not copy, reproduce, modify, sell, or create derivative works based on any part of the Platform without our prior written consent.

13.4 Data entered by Owners, Agents, and Customers (loan records, customer details) remains your data. MANA LINE does not claim ownership of user-entered data.

14. Limitation of Liability

⚠IMPORTANT — READ THIS SECTION CAREFULLY: This section limits MANA LINE's legal liability to you.

14.1 To the fullest extent permitted under Indian law, MANA LINE shall NOT be liable for:

- Any loss of data, loan records, or information due to technical failure, hacking, or force majeure.
- Any financial loss, loan default, or dispute arising between a Lender and Customer.
- Any inaccurate loan records entered by an Owner or Agent.
- Any lending decision made by a Lender based on the LINE Repayment Index or any other Platform data.
- Interruption, downtime, or unavailability of the Platform for any reason.
- Any loss arising from your failure to secure your account credentials.

14.2 Our total cumulative liability to you for any cause, regardless of the form of action, shall not exceed ₹10,000 (Rupees Ten Thousand) or the fees paid by you to MANA LINE in the preceding 12 months, whichever is less.

14.3 Nothing in these Terms limits liability for death or personal injury caused by our negligence, or for fraud or wilful misconduct.

15. Indemnification

You agree to indemnify, defend, and hold harmless MANA LINE, its owners, employees, agents, and representatives from and against any claims, damages, penalties, fines, or legal costs arising from:

- Your violation of these Terms.
- Your misuse of the Platform or any data accessed through it.
- Any inaccurate data you enter into the Platform.
- Your violation of any applicable Indian law.
- Any third-party claim arising from your use of the Platform.

16. Governing Law and Jurisdiction

16.1 These Terms and any dispute arising out of or in connection with the Platform shall be governed by and construed in accordance with the laws of India.

16.2 Any disputes shall be subject to the exclusive jurisdiction of the courts located in East Godavari District, Andhra Pradesh, India.

16.3 Before initiating any legal proceedings, users agree to first attempt resolution through the Grievance Redressal mechanism described in Clause 17 below.

17. Grievance Redressal

In accordance with the Information Technology Act, 2000, IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and the Digital Personal Data Protection Act, 2023, we have designated a Grievance Officer:

Grievance Officer	K. Siri Mani Kanta Reddy
Role	Platform Owner & Operator, MANA LINE
Email	ksirimanikantareddy@gmail.com
Address	3-1/2, Someswaram, Rayavaram, East Godavari District, Andhra Pradesh, India

17.2 The Grievance Officer shall acknowledge your complaint within 48 hours and resolve it within 30 (thirty) days of receipt, in accordance with the IT Rules 2011.

17.3 If you are not satisfied with the resolution, you may approach the relevant authorities, including the Data Protection Board of India (once operationalised under the DPDP Act 2023).

18. Account Suspension and Termination

18.1 MANA LINE reserves the right to suspend or terminate any user account immediately and without prior notice if we determine, in our sole discretion, that the user has:

- Violated any provision of these Terms.
- Provided false registration information.
- Engaged in any fraudulent, abusive, or illegal activity.
- Harassed or threatened any other user.

18.2 Upon termination, your access to the Platform will cease immediately. Data retention obligations as set out in Clause 11 continue to apply.

18.3 You may terminate your own account at any time by submitting a deletion request to the Grievance Officer.

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FINANCE-GROWTH-TRUST

PART 2: PRIVACY POLICY

ℹ **Legal Basis for this Policy:** This Privacy Policy is drafted in compliance with the Information Technology Act 2000, IT (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011, the Digital Personal Data Protection Act 2023 (DPDP Act), and the Aadhaar Act 2016.

P1. Overview

MANA LINE ("we", "us", "our") is committed to protecting the privacy and security of your personal data. This Privacy Policy explains what data we collect, why we collect it, how we protect it, and what rights you have over it.

By using MANA LINE, you consent to the collection and processing of your personal data as described in this Policy. If you do not agree, please do not use the Platform.

P2. Data We Collect

P2.1 Data collected from Owners and Agents

- Full name and business name (if any)
- Mobile phone number (used for login and OTP verification)
- Physical address
- Pincode, village, district, state
- Account password (stored in encrypted/hashed form — never in plain text)
- Login activity logs (timestamps, screen accessed)

P2.2 Data collected from Customers

- Full name and C/o (care of) name
- Mobile phone number
- Aadhaar number — LAST 4 DIGITS only (displayed); remainder stored as a one-way cryptographic hash ONLY
- Pincode, village, district, state, door number/street address
- Loan details: lender name, loan type, amount taken, balance, repayment history
- LINE Repayment Index score (internally calculated — not sourced from any external credit bureau)
- Loan request submissions (lender selected, type, amount requested, OTP verification record)

P2.3 Automatically collected data

- Device type, operating system, browser/app version
- IP address and approximate location at login (for security purposes only)
- Session timestamps and feature usage patterns (for improving the Platform)

� **Data we do NOT collect:** We do not collect full bank account numbers, credit/debit card details, IFSC codes, UPI PINs, or any payment credentials. All financial transactions occur offline between parties and are recorded as text entries only.

P3. How We Use Your Data

We process your personal data only for the following specific, legitimate purposes:

Purpose	Details
Identity Verification	To verify that the person registering matches existing records (Aadhaar hashing, phone OTP).
Platform Access	To authenticate your login and manage your account.
Loan Record Management	To display, update, and maintain loan records entered by authorised Owners and Agents.
LINE Repayment Index	To calculate and display your repayment indicator based on records on the Platform.
Loan Requests	To transmit a Customer's loan request to the selected Lender through the Platform.
Notifications	To send in-app alerts about EMI due dates, payment confirmations, and loan request updates.
Grievance Resolution	To respond to complaints, queries, or data requests submitted by users.
Legal Compliance	To comply with applicable Indian laws, court orders, or lawful requests from government authorities.
Platform Improvement	To analyse usage patterns (in anonymised form) to improve features and user experience.

P4. Aadhaar Data — Special Handling

⚠Compliance: Aadhaar Act 2016 & SC Puttaswamy Judgment 2018: MANA LINE does not store full Aadhaar numbers. We are NOT an Authentication User Agency or a KUA under UIDAI. Aadhaar data is used only for internal identity matching and is never shared externally.

P4.1 When you enter your 12-digit Aadhaar number:

- All twelve digits are processed into a one-way SHA-256 cryptographic hash. The number you typed is discarded in the same operation that records it and is never written to our database in readable form.
- Only the last 4 digits are stored in readable form, and only so that you can recognise your own record (shown as •••• •••• 1234). Separately, your MANA LINE ID (MLID) is generated from the last 8 digits of your Aadhaar number and is visible to the Owner and Agents of any business you belong to. You should treat your MLID as partly revealing your Aadhaar number.
- The hash is used only to check whether the same Aadhaar already exists in our records — no other use. We do not claim that hashing alone makes an Aadhaar number unrecoverable: an Aadhaar is only twelve digits, so anyone who obtained a copy of our database could test candidate numbers against the stored hashes. Hashing removes readable Aadhaar numbers from our systems and our backups; it is not a substitute for keeping the database itself secure.

P4.2 We do not use Aadhaar for any purpose beyond the identity-matching described above. We do not share Aadhaar data (hashed or otherwise) with any third party, lender, agent, or government authority (except where compelled by lawful court order).

P5. Data Sharing and Disclosure

We do NOT sell, trade, or rent your personal data to any third party.

Your data may be accessed or disclosed only in the following strictly limited circumstances:

- OWNER ACCESS: An Owner may view the data of Customers and Agents under their account only — not data belonging to other Owners.
- AGENT ACCESS: An Agent may view data only as permitted by their Owner, and only for the purpose of performing their duties on the Platform.
- LEGAL REQUIREMENT: We may disclose data if required by a valid court order, warrant, or lawful direction from a competent Indian government authority. We will notify you of any such disclosure where legally permitted to do so.
- TECHNICAL SERVICE PROVIDERS: Our Platform is hosted on cloud infrastructure (currently outside India — see P6 below). The cloud provider processes data only as a processor on our behalf and is contractually bound not to access or use your data for any other purpose.

No lender has direct access to the MANA LINE backend database. Lenders interact with the Platform only through the Owner/Agent screens designated for their account.

P6. Data Storage and Cross-Border Transfer

⚠DPDP Act 2023 — Cross-Border Data Transfer Disclosure: Your personal data is currently stored on cloud servers located outside India (United States). You consent to this cross-border transfer by using the Platform. We intend to migrate to India-based servers (AWS Mumbai / Google Cloud India) in the future and will notify you when this migration is complete.

P6.1 All data stored by MANA LINE is encrypted in transit (TLS 1.2 or higher) and at rest.

P6.2 Access to our cloud storage is restricted to the Platform Owner and authorised technical personnel only, using strong authentication.

P6.3 We do not permit any third-party analytics, advertising, or tracking tools to access your personal data.

P7. Data Retention

We retain your data for the following periods:

Data Type	Retention Period
Account profile & login data	Until account deletion request + 30 days for processing
Loan transaction records	Up to 7 years from the date of the last transaction, even after account deletion, for lender record integrity and legal compliance
Aadhaar hash	Until account deletion — hash is permanently deleted upon confirmed erasure
OTP logs	48 hours from generation (auto-deleted)
Login activity logs	90 days (rolling)
Grievance records	3 years from resolution, for legal compliance

P8. Your Rights Under the DPDP Act 2023

Under the Digital Personal Data Protection Act, 2023, you have the following rights with respect to your personal data:

✓Right to Access

You may request a copy of the personal data we hold about you.

✓Right to Correction

You may request correction of any inaccurate or incomplete personal data.

✓Right to Erasure

You may request deletion of your account and personal profile data. Loan transaction records may be retained as described in P7 above.

✓Right to Grievance

You may raise a complaint with our Grievance Officer and, if unresolved, with the Data Protection Board of India (once operationalised).

✓Right to Withdraw Consent

You may withdraw your consent to data processing at any time, which will result in the termination of your account.

✓Right to Nominate

You may nominate another individual to exercise your data rights on your behalf in the event of your death or incapacity (as per DPDP Act 2023, Section 14).

To exercise any of the above rights, please contact our Grievance Officer at ksirimanikantareddy@gmail.com. We will respond within 30 days.

P9. Security Measures

In compliance with the IT (SPDI) Rules 2011, we implement the following security measures:

- All data transmitted between your device and our servers is encrypted using TLS (Transport Layer Security).
- Passwords are stored using industry-standard one-way hashing algorithms (bcrypt or equivalent). We never store passwords in plain text.
- Aadhaar numbers are processed using SHA-256 hashing — the original number is never stored in readable form.
- OTPs are valid for a maximum of 10 minutes and are single-use only.
- Access to our database is restricted by role-based access controls.
- Regular security reviews are conducted to identify and address vulnerabilities.

While we take all reasonable steps to protect your data, no internet-based system is 100% secure. You use the Platform at your own risk to the extent permitted by law.

P10. Children's Data

The Platform is strictly for users aged 18 and above. We do not knowingly collect personal data from any person under the age of 18. If we discover that a user is under 18, we will immediately delete their account and all associated data in compliance with Section 9 of the DPDP Act 2023.

P11. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable Indian law. We will notify registered users of any material changes through in-app notifications or email at least 15 days before the change takes effect. Your continued use of the Platform after the effective date of the updated Policy constitutes your acceptance of the changes.

P12. Contact and Grievance Officer

For any privacy-related queries, data requests, or complaints, contact:

Grievance Officer	K. Siri Mani Kanta Reddy
Platform	MANA LINE
Email	ksirimanikantareddy@gmail.com
WhatsApp only	+91 9444244999
Address	3-1/2, Someswaram, Rayavaram, East Godavari District, Andhra Pradesh, India

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By registering on MANA LINE, you confirm that you have read, understood, and agree to be bound by these Terms & Conditions and the Privacy Policy in their entirety.