

**USER AGREEMENT SUMMARY****CUSTOMER PERSONAL INFORMATION**

<b>FULL NAME</b>	Ashutosh Tiwari
<b>DOB</b>	1992-07-26T00:00:00
<b>GENDER</b>	Male
<b>EMAIL</b>	ashutoshsreyansh@gmail.com
<b>MOBILE</b>	+919748384787
<b>REFERRED BY</b>	
<b>DOCUMENT VERIFICATION</b>	lly3NZgLygx

**Customer Residence Information**

<b>Address Type</b>	Government Doc Address
<b>Building</b>	NA
<b>Locality</b>	ADARSHA NAGAR BARABAHERA
<b>Landmark</b>	NA
<b>City</b>	HOOGHLY
<b>Pincode</b>	712246
<b>State</b>	WEST BENGAL

<b>SCHEDULE OF CHARGES *</b>			
<b>Interest Rate</b>	2% to 5% per month on total credit amount for EMI duration and credit profile		
<b>Processing Fees</b>	1% to 10%, subject to a minimum of Rs1000 + GST as applicable	<b>Reload Fees</b>	1% to 10%, subject to a minimum of Rs 500 + GST as applicable
<b>Cash/Cheque Collection Fees</b>	Rs 500 + GST as applicable per instance	<b>Term/Validity</b>	Up to 12 months for Term Loans Card validity 1 year from the date of issue
<b>Payment Bounce fees</b>	Rs 750 + GST as applicable per instance	<b>Late Payment Fees</b>	1% to 10% per month on the overdue instalment subject to a minimum of Rs 1000 + GST as applicable
<b>Overdue Recovery Fees</b>	1 - 5% of the outstanding principal amount, subject to a minimum of Rs.500 + GST as applicable	<b>Overlimit Fees</b>	1-5% of the amount over the limit, subject to a minimum of Rs. 1000 + GST as applicable

\* Charges are applicable as on date. Charges are subject to change without any notice. Refer to <https://www.redcarpetup.com/legal/> for an updated schedule of charges.

Details of RedCarpet and Financing Partner		
Particulars	RedCarpet	Financing Partner
Name	RedCarpet Tech Pvt. Ltd. (hereinafter referred to as 'RedCarpet' or 'Company')	Redux Credit Finance Private Limited (hereinafter referred to as 'Financing Partner')
CIN	U74999HR2016PTC064093	U67200HR2017PTC070839
Registered Office Address	1st Floor, Avanta Business Centre, D-2, Southern Park, District Centre, Saket, New Delhi-110017.	1st Floor, Avanta Business Centre, D-2, Southern Park, District Centre, Saket, New Delhi-110017
Website	<a href="https://www.redcarpetup.com/">https://www.redcarpetup.com/</a>	<a href="http://www.reduxfinance.com">www.reduxfinance.com</a>

## A. UNDERTAKING

1. I/We, hereby apply for a finance facility for the short-term personal facility ("Credit Facility") mentioned in this application. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to-date in all respects and no information has been withheld. I/We understand that the information given in this application shall form the basis of any facility that RedCarpet or Financing Partner may decide to grant to me/us. I/We further confirm that I/We, am/are aware of all terms and conditions of availing finance from RedCarpet and the Financing Partner. I/We, authorize RedCarpet and/or the Financing Partner to make reference and inquire relating to information in this application which Financing Partner considers necessary, including from the banks where I hold bank accounts. I/We, authorize the Financing Partner or RedCarpet to procure my /our PAN No/copy of my/our PAN Card, other identity proof and Bank Account details from time to time, exchange, part with/share all information relating to my/our facility details and repayment history with other banks/financial institutions /CIBIL etc. and periodically obtain/generate CIBIL, Experian, Hunter and such other reports as may be required and shall not hold the Financing Partner or RedCarpet liable for any use of this information. I/We also give consent and authorize RedCarpet to use all information available on my mobile device, including contacts, call logs and SMSs, once I/We download the RedCarpet mobile app, for the purpose of verification, processing, monitoring and collection of this Credit Facility as may be required and shall not hold the Financing Partner or RedCarpet liable for use of this information. I/We give consent and authorize RedCarpet or Financing Partner to verify information in this application and to receive and exchange information about me, including Aadhaar demographic verification and requesting reports from my College, Bank, consumer credit or references. I/We confirm that there are no criminal or insolvency proceedings against me/us . I/ We declare that RedCarpet, the Financing Partner or its employees/representatives/agents/ service providers are not liable for any payment made by us to the person collecting this Application Form or with the Application Form.

2.I/We would like to know through telephonic calls, or SMS on my mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, transactional information, various facility offer schemes or facility promotional schemes or any other promotional schemes which may be provided by Financing Partner or RedCarpet and hereby authorize the Financing Partner/ RedCarpet and their employee, agent, associate to do so. I/Wr confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/ SMSs received from Financing Partner/ RedCarpet, its employees, agents and/or associates. I/We, acknowledge that RedCarpet and Financing Partner are independent of each other and I/We will not have any claim against the Financing Partner for any facility or other facility arranged/ provided by RedCarpet which is not sanctioned/ disbursed by the Financing Partner. I acknowledge that Financing Partner does not in any manner make any representation, promise, statement or endorsement in respect of any other product of services which may be provided by RedCarpet and will not be responsible or liable in any manner whatsoever for the same.

3. I agree that I have read the Terms and Conditions of use, defined at website [www.redcarpetup.com/legal](http://www.redcarpetup.com/legal) and agree to be bound the same if and when the Credit Facility is provided to me. I/We do hereby expressly and irrevocably authorize Financing Partner / RedCarpet to collect, store, share, obtain, disclose and authenticate any aspect of my personal information / KYC either directly or through any of the authorized agencies. In this regard, I/We expressly and irrevocably authorize Financing Partner/ RedCarpet to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me/us. authenticate any aspect of my personal information / KYC either directly or through any of the authorized agencies. In this regard, I/We expressly and irrevocably authorize Financing Partner/ RedCarpet to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me/us.

## B. REDCARPET -TERMS OF USE

RedCarpet is authorised to operate the website [www.redcarpetup.com](http://www.redcarpetup.com), the mobile app "RedCarpet", and a chip and pin card ('RedCarpet Card') associated with the mobile app

('Application'). The terms "we", "us" and "our" refer to the Company. By accessing or using the Application the User signifies that he has read, understood and agrees to be bound by these terms and conditions ("Terms of Use") and any other applicable law, whether or not the user is a registered member of the Application. 'Users' as used herein shall mean anyone who uses or accesses the Application, on any computer, mobile phone, tablet, console or other machine (collectively and individually referred to as "Device") or who avail Services (defined below) based on the Application. The Terms of Use along with the Privacy Policy apply, without exception, to all Users.

### 1. ADHERENCE TO TERMS OF USE:

By accessing the Application, User agrees to abide by these Terms of Use and confirms that the User: (i) is an Indian national residing in India at the time of accessing the Application and has an Indian registered mobile number (ii) is at least 18 years of age and that the User possesses the legal right and capacity to understand and agree to the Terms of Use; and (iii) shall use the Services offered only for a lawful purpose and in accordance with the Terms of Use.

### 2. REVISION OF TERMS:

RedCarpet may revise these Terms of Use at any time without notice by updating this posting. Accordingly, the Company encourages the User to peruse the Terms of Use each time the User visits or uses the Application. User's continued use of the Application after such modifications have been made will constitute User's acceptance of such revised Terms of Use. RedCarpet also reserves the right to change or discontinue any content or feature of its Application at any time, as RedCarpet deems fit.

### 3. COPYRIGHT POLICY AND RESTRICTIONS ON USERS

3.1 The contents of the Application including any software, text, images, graphics, video and audio, reports generated, trademarks, trade names ("Application Content") are the exclusive property of RedCarpet, its affiliates or licensors. No Application Content may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from the Company. Such written permission may be conditional and or require payment of monies. All rights not expressly granted herein are reserved. Unauthorized use of the Application Content may violate copyright, trademark and other applicable laws, and could result in legal action and liability.

3.2 RedCarpet grants User a limited, personal, non-exclusive and non-transferable license to use and display the Application Content only on User's personal computer/mobile/tablet and only for purposes associated with User's interaction with the Application. Except as stated herein, User shall have no right to copy, download, display, perform, reproduce, distribute, modify, edit, alter or enhance any of the Application Content in any manner. This limited license shall terminate automatically, without prior notice to the User, if User breaches any of these Terms of Use. Upon notice of termination, User must immediately destroy any downloaded and printed materials. User has no right, title or interest (and no copyright, trademark or other intellectual property right) in or to the Application Content contained therein and User agree not to "frame" or "mirror" the Application, any material contained on or accessible from the

Application on any other server or Internet-based device without the advance written authorization of RedCarpet. Such written permission may be conditional and or require payment of monies.

3.3 In RedCarpet's efforts to promote good user behaviour on the internet, if RedCarpet becomes aware of inappropriate use of the Application or any of Application Content, RedCarpet will respond in any way that, in its sole discretion, RedCarpet deems appropriate. User acknowledges that RedCarpet will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any report(s) it may receive of such conduct. When requested, RedCarpet will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

#### 4. SERVICES

4.1 RedCarpet offers the following services to the Users of the Application ("Services"): i. Facilitate the execution of the loan agreement between the User and the Financing Partner; ii. Payment to the on-line merchants of various Products with whom RedCarpet partners ("Merchants") purchased by the User, using the down-payment made by the User and the funds sanctioned by RedCarpet's financing partner; iii. Collection of the EMI as determined by the Financing Partner from the User; iv. Creation and maintenance of User's account with respect to the Product purchased, loan availed, repayments of the principal amounts and interest on the loan availed by the User. RedCarpet shall be free to modify the above-mentioned Services with prospective effect at its sole discretion.

4.2 By using the Application, RedCarpet assists the User to gain access to various credit schemes for the purchase of goods or services offered by Merchants ("Products"). RedCarpet does not in any way guarantee to find a suitable Financing Partner for the User.

4.3 Upon completion of its risk assessment with respect to the User, RedCarpet shall choose a suitable Financing Partner for the User and shall facilitate the execution of a loan agreement between the Financing Partner and the User. Provided, however, RedCarpet does not in any manner guarantee to find a suitable Financing Partner for the User.

4.4 If the User agrees to buy the Products, the User may if applicable be required to pay a token amount as down-payment to RedCarpet or the Financing Partner, as the case may be after which the remaining cost will be paid by the Financing Partner to the Merchant whose Product the User has purchased. Such funding by the Financing Partner shall be in consideration of the User promising to repay the amount along with certain charges determined by the Financing Partner based on the creditworthiness of the User and as set forth in a separate loan agreement entered between the Financing Partner and the User.

4.5 Details of the approved credit limit sanctioned to the User by the Financing Partner shall be available on the User's registered account on the Application. Subject to such approved credit limit and the terms of the separate loan agreement entered between the Financing Partner and the User, the User may be allowed to obtain disbursements from the Financing Partner.

4.6 RedCarpet reserves the right to refuse any loan request or cancel an approved loan at any time, for reason including creditworthiness, the User's history of transactions on the Application, the Merchant's account history or any other reason. In the event the User violates the Terms of Use, RedCarpet reserves the right to cancel transactions at any time before a Merchant delivers the Product or any part thereof.

4.7 RedCarpet shall be free to collect information or make inquiries, directly or indirectly in order to validate the identity of the User or to determine the creditworthiness of the User. The User consents to RedCarpet using and sharing the information provided by the User in relation to the Services. The User also gives consent and authorizes RedCarpet to use all information available on User's mobile device, including contacts, call logs and SMSs, once the User downloads the RedCarpet mobile app, for the purpose of verification, processing, monitoring and collection of loans as may be required and shall not hold RedCarpet liable for use of this information. The User also consents and authorizes RedCarpet to verify identity information provided, including Aadhaar demographic verification.

4.8 By availing the Services of RedCarpet, the User gives its express consent to RedCarpet to investigate the credit record and/or obtain credit reports for reviewing the credit application of the User. The User is aware that information about the User's account on the Application such as late payments, defaults may be shared by RedCarpet with credit reporting agencies.

4.9 By accepting the Terms of Use, the User agrees and consents to him being contacted by RedCarpet or any of its agents in any manner including but not limited to at the physical address provided at the time of registration of his account on the Application, text messages, through telephone (calls using prerecorded messages or artificial voice), calls and messages delivered using auto telephone dialling system or an automatic texting system, notifications sent via the Application etc.

4.10 The down-payment by the User or the automatic monthly EMI shall be made using the accepted payment methods defined time to time in the Application.

4.11 Access to the Services may be slowed, unavailable, delayed due (amongst other circumstances) to any of the following: i. network, software or hardware failure; ii. government or regulatory restrictions; iii. interruption due to power failure or other utility services; iv. overload on the systems.

4.12 The Fees Schedule for the Services availed, either from RedCarpet or Financing Partner shall be provided to the User at the time of credit processing.

4.13 The User may at any time close his account by contacting support@redcarpetup.com. Upon closing any pending transactions may be cancelled by RedCarpet. In case the User owes amounts to RedCarpet or the Financing Partner such account shall not be closed until all pending payments are made and during such period, the User shall not be allowed to avail any Service or buy any Product.

4.14 In the event the User does not use his account for one year, RedCarpet may close such account but may retain information submitted by the User in accordance with the applicable law and the Privacy Policy.

4.15 RedCarpet shall not be required to mediate or get involved in any dispute between the User and any third party.

4.16 In order to use the Application, the User shall be required to use a Device which is compatible with the android, iOS or Windows Operating System.

#### 5. USER CONDUCT AND OBLIGATIONS

5.1 User shall create an account on the Application for the purposes of availing the Services and purchase of Products listed on the Application. User shall at all times be responsible for the confidentiality of the account and the password and all activities from such account. User shall immediately notify RedCarpet in the event of any unauthorized use of passcode or account or any other breach of security.

5.2 User undertakes to assure that the Application shall be used for lawful purposes only and that the User will not violate any applicable law, rule or regulation or any contract or order or judgment by which it may be bound.

5.3 User represents and warrants that information provided at the time of registering of its account on the Application including telephone numbers and/or email addresses and any other information, is true, authentic, accurate and complete and is its personal information and not the information of any other person. User shall also be responsible for updating its information on the Application as and when there is any change in the information submitted.

5.4 User represents and warrants that all documents (financial or personal) submitted by the User are genuine and authentic documents. Further that documents submitted have not been altered or tampered in any manner.

5.5 User represents and warrants that it shall not at any time use an account on the Application that belongs to another person. User shall not in any way damage or interfere with the Services and shall not expropriate any data or information from the Application.

5.6 User shall at all times be responsible for maintaining the secrecy of his account information. User acknowledges that all operations emanating from the User's Device shall be assumed to be initiated by the User. In the event of the Device being stolen or lost, the same may be communicated to RedCarpet and the account of the User may be blocked by RedCarpet upon request by the User. User acknowledges that RedCarpet shall not in any way be responsible for any loss to the User on accounts of misuse of Device whether on account of it being stolen, lost or otherwise. User shall make the best endeavour to communicate misuse of the Device to RedCarpet as soon as possible.

5.7 User will be required to submit personal and financial information, which will be collected and maintained by RedCarpet in accordance with its Privacy Policy. RedCarpet shall not, in any event, be responsible for any disclosure of information and/or loss to the Device due to negligence of the User or failure to practice safe computing methods.

5.8 Without prejudice to the generality of the above, the User confirms that it will not: i. post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component; ii. delete from the Application any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify; iii. use the Application in any manner that could damage, disable, overburden, impair, harm or potentially harm RedCarpet's server, or any network, computer system/resource connected to a RedCarpet server, or interfere with any other person's use and enjoyment of the Application; iv. carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service; v. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to the Application; vi. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Application; or vii. make or attempt to make any change, modification or enhancement, of whatsoever nature, in any manner to the Application.

5.9 The Application is independent from any platform on which it is located and is not affiliated, sponsored endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator"). The use of the Application by the User in any way including download, installation, access to or use of the Application is also bound by the terms and conditions of the Operator.

## 6. DISCLAIMER

6.1 User's use of this Application is at its own risk. The Application may include inaccuracies or errors that may affect the quality of the materials on the Application. The materials have not been independently verified or authenticated in whole or in part by RedCarpet. RedCarpet does not warrant the accuracy or timeliness of the materials. RedCarpet has no liability for any errors or omissions in the materials, whether provided by RedCarpet or third parties.

6.2 RedCarpet shall make reasonable efforts to make available the Application to the User. Provided however, RedCarpet makes no warranty with respect to the Application meeting the User's requirement and as to the results that may be obtained from the use of Application or as to the accuracy, reliability and/or quality of the output derived from the use of the Application

6.3 THIS APPLICATION IS PROVIDED TO THE USER ON AN "AS IS" AND "WHERE-IS" AND "AS IT IS" BASIS, WITHOUT ANY WARRANTY. RedCarpet, FOR ITSELF AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS APPLICATION, MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE APPLICATION INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIAL, INFORMATION, PRODUCT, OR SERVICE CONTAINED ON THE APPLICATION. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED.

6.4 IN NO EVENT SHALL RedCarpet OR ANY OF ITS AFFILIATES BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR INFORMATION), ARISING FROM OR CONNECTED WITH THE APPLICATION (INCLUDING BUT NOT LIMITED TO, USER'S USE OF THE APPLICATION OR USER'S INABILITY TO USE THE APPLICATION), EVEN IF RedCarpet HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 Without prejudice to the generality of the above, User understands that RedCarpet shall have no responsibility for: i. any damage to User's computer system or loss of data that may result from the download of any content, materials, information from the Application; and ii. loss of confidential information of the User due to event beyond the control of RedCarpet such as internet failure, hacking, viruses or other malicious software attacks or infections.

## 7. INDEMNITY

User agrees to indemnify, defend and hold RedCarpet and its affiliates harmless from and against all claims, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or relating to (i) breach of representation or warranty or covenant or the Terms of Use; and (ii) any misuse by the User of the content and information provided on the Application.

## 8. PRIVACY

RedCarpet values User's privacy and is accountable and responsible for protecting User's privacy. For more details, please see the Privacy Policy of RedCarpet. This Privacy Policy forms a part and parcel of these Terms of Use.

## 9. LINKS TO THIRD PARTY APPLICATIONS

The Application may contain links to third-party websites/applications. RedCarpet shall not be responsible for the content on such third-party websites/applications and access to such content shall be governed by the terms and conditions, and policies on such third party websites/applications. RedCarpet is not responsible for the practices of such third party websites and the User must go through the terms and conditions and policies on such third party websites/applications before choosing to access such websites/applications.

## 10. WAIVER

Any failure by RedCarpet to require performance by User of any terms of the Terms of Use shall not constitute a waiver and shall not in any way effect its right to full performance thereof at any time. The rights, obligation, privileges of the User shall not, in any event, be assigned or transferred without prior written consent of RedCarpet.

## 11. ASSIGNMENT

Any assignment or transfer in violation of this clause will be deemed null and void.

## 12. SEVERABILITY

In the event that any provision in this Terms of Use shall for any reason be determined by any court or tribunal to be illegal, invalid or unenforceable, then the remaining provisions shall not be affected, impaired or invalidated and shall remain in full force and effect and shall continue to be binding.

### 13. VALIDITY

The User shall be bound by the Terms of Use from registration till the account of the User is closed by RedCarpet.

### 14. APPLICABLE LAW AND JURISDICTION

Any action related to these Terms of Use will be governed by the laws of the Republic of India, without regard to the choice or conflicts of law provisions of any jurisdiction. User agrees to submit to the exclusive jurisdiction of the courts located in Delhi, India, for the resolution of any dispute arising from or related to these Terms of Use or User's use of the Application.

### C. GENERAL TERMS AND CONDITIONS OF LOAN

GENERAL TERMS AND CONDITIONS OF LOAN ("GC") for loans by Financing Partner and shall mean and include its successors and assigns.

#### 1. DEFINITIONS

1.1 The terms and expressions contained in these GC and the Loan Application Form are defined as under:

"Agreed Place" shall mean the place as stated in table above.

"Availability Period" shall mean the period within which the Borrower can request a Drawdown from the Facility and is as detailed in the Loan Details Sheet;

"Available Facility Amount" means at any point of time the undrawn amount of the Facility, including any amount of the Facility which becomes available pursuant to any repayment or prepayment of all or part of any previous Drawdown;

"Borrower" means the borrower as described in the Loan Details Sheet;

"Borrower's Dues" means all sums payable by the Borrower to Financing Partner, including outstanding Facility, Interest, all other charges, costs and expenses;

"Drawdown" shall mean each drawdown of the Facility within the Availability Period and as per the terms of the Financing Documents, including drawdown of any amount which becomes available against the Facility, pursuant to prepayment/ repayment of any earlier Drawdown;

"Due Date" in respect of any payment means the date on which any amount is due from the Borrower to Financing Partner.

"EMI" means the equated monthly amount to be paid by the Borrower towards repayment of all outstanding Drawdowns and payment of interest (if applicable) as per Financing Documents;

"Facility" means the maximum drawdown limit granted by Financing Partner to the Borrower as per Loan Details Sheet, which may be available to the Borrower as a revolving credit;

"Financing Documents" means these GC, the Loan Application, the Loan Details Sheet, including the annexures hereto and any documents executed by the Borrower or as required by Financing Partner, as amended from time to time;

"Loan Application" means the application in the prescribed form as submitted from time to time by the Borrower to Financing Partner for seeking financing;

"Loan Details Sheet" means the Loan Details Sheet executed between Financing Partner and Borrower, from time to time;

"Material Adverse Effect" means any event which in Financing Partner's opinion would have an adverse effect on

(i) Borrower's ability to pay the Borrower's Dues or (ii) recoverability of the Borrower's Dues;

"Overdue Interest" means the default interest as prescribed in the Loan Details Sheet which is payable on all amounts which are not paid on their respective Due Dates;

"Purpose" means the utilization of each Drawdown as mentioned in the Loan Details Sheet including for purchase of any product from Vendors;

"Product" shall mean, if applicable, a product purchased by the Borrower from any Vendor and in line with the Purpose provided in the Loan Details Sheet;

"Vendor" shall mean the vendors, including e-commerce website as approved by Financing Partner from time to time in respect of which financing would be provided by Financing Partner for purchase of any Products.

1.1A. In this GC, (a) the singular includes the plural (and vice versa) and (b) reference to a gender shall include references to the female, male and neutral genders.

#### 2. DISBURSEMENT

2.1 The Borrower may at any time during the Availability Period, request disbursement Of any amount to the extent of the Available Facility Amount. Financing Partner shall have the sole and absolute discretion to allow or reject Drawdown against such request. The Facility may be in the nature of a revolving credit and the Available Facility Amount may change during the Availability Period on account of prepayments/repayment. Notwithstanding anything contained in this GC, Financing Partner shall have the absolute right to cancel or refuse any further Drawdowns from the Facility at its sole discretion as it may deem fit, including on account of any change in credit evaluation of the Borrower.

2.2 Disbursement of any Drawdown directly to any vendor/seller/ healthcare institution or its authorized person for any Purpose shall be treated as having been disbursed to the Borrower.

2.3 The Borrower shall pay non-refundable processing charges as stated in the Loan Details Sheet, along with tax thereof, which may be added as a deemed disbursement to the first Drawdown and the Borrower will accordingly be liable for entire Drawdown.

#### 3. INTEREST AND REPAYMENT

3.1 The Borrower will pay Interest (if applicable) on each Drawdown made by the Borrower of the Facility and all other amounts due as provided in Loan Details Sheet and the interest shall be compounded on a monthly basis. The Borrower will be liable for the entire Drawdown amount and shall pay the full amount for each Drawdown. However, in such cases, in the event the instalment is not paid on the Due Date, all overdue amounts shall accrue interest at the prescribed rate ("Overdue Interest Rate") which shall be computed from the respective due dates for payments and the interest shall be compounded on a monthly basis.

3.2 The Borrower acknowledges that in case of identified Purpose, Drawdown may be allowed on zero-interest basis and in such cases, the return shall be made available to Financing Partner by way of one-time non-refundable upfront discount provided by vendors/healthcare institutions on selected Purposes as mutually agreed between Financing Partner and vendor / its authorized representative.

3.3 The tenure of each Drawdown shall be as provided in the Loan Details Sheet. EMI shall be as calculated by Financing Partner as required for amortization of Drawdowns within their respective tenure and Interest payable thereon and not exceeding the maximum EMI as provided in the Loan Details Sheet. EMI shall only be towards principal outstanding and Interest thereon and does not include any default interest or any other charges payable by the Borrower pursuant to Financing Documents.

3.4 The payment of each EMI on time is the essence of the contract. The Borrower acknowledges that she/he has understood the method of computation of EMI and shall not dispute the same.

3.5 Notwithstanding anything stated elsewhere in the Financing Documents, all Borrower's Dues, including EMI, shall be payable by the Borrower to Financing Partner as and when demanded by Financing Partner, at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, within 15 (fifteen) days of such demand.

3.6 Financing Partner shall be entitled to revise the rate of interest, if so required under any applicable law and Financing Partner may recompute the EMI / the number of EMI for repayment of outstanding Facility and interest. Any such change as intimated by Financing Partner to Borrower will be final and binding on the Borrower. In case of such revision the Borrower shall be entitled to prepay, within 30 (thirty) days of such revision, the entire outstanding Facility along with accrued Interest (if applicable), without any prepayment penalty.

3.7 In case of delayed payments, without prejudice to all other rights of Financing Partner, Financing Partner shall be entitled to Overdue Interest (as prescribed in Loan Details Sheet) from the Borrower for the period of delay.

3.8 The Borrower may pre-pay any Drawdown prior to its scheduled tenure only with the prior approval of Financing Partner and subject to such conditions and prepayment charges, as stipulated by Financing Partner.

3.9 The Borrower shall bear all interest, tax, duties, cess duties and other forms of taxes whether applicable now or in the future, payable under any law at any time in respect of any payments made to Financing Partner under the Financing Documents. If these are incurred by Financing Partner, these shall be recoverable from the Borrower and will carry interest at the rate of Overdue Interest Rate from the date of payment till reimbursement.

3.10 Notwithstanding any terms and conditions to the contrary contained in the Financing Documents, the amounts repaid by The Borrower shall be appropriated firstly towards cost, charges, expenses and other monies; secondly towards Overdue Interest, if any; thirdly towards Interest; and lastly towards repayment of principal amount of a Facility.

3.11 Interest (if applicable), Overdue Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.

3.12 If the due date for any payment is not a business day, the amount will be paid by Borrower on immediately succeeding business day.

3.13 All sums payable by the Borrower to Financing Partner shall be paid without any deductions whatsoever. Credit/ discharge for payment will be given only on realization of amounts due.

#### 4. MODE OF PAYMENT, REPAYMENT AND PREPAYMENT

4.1 The Borrower shall, as required by Financing Partner from time to time, provide

(i) postdated cheques ("PDCs") or (ii) National Automated Clearing House (Debit Clearing)/any other electronic or other clearing mandate (collectively referred to as "NACH") as notified by the Reserve Bank of India ("RBI") against Borrower's bank account for payment of dues. Such PDCs/NACH shall be drawn from such bank and from such location as agreed to by Financing Partner. The Borrower shall honor all payments without fail on first presentation/ due dates. PDC/NACH provided by the Borrower may be utilized by Financing Partner for realization of any Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes Financing Partner to take all actions required for such realization. The Borrower shall promptly (and in any event within seven (7) days) replace the cheques and/or the NACH and/or other documents executed for payment of Borrower's Dues as may be required by Financing Partner from time to time, at its sole discretion.

4.2 The Borrower shall, at all times maintain sufficient funds in his/her bank account/s for due payment of the Borrower's Dues on respective Due Dates. Borrower shall not close the bank account/s from which the cheques/NACH have been issued or cancel or issues instructions to the bank or to Financing Partner to stop or delay payment under the PDC / NACH and Financing Partner is not bound to take notice of any such communication.

4.3 The Borrower agrees and acknowledges that the PDC/ NACH have been issued voluntarily in discharge of the Borrower's Dues and not by way of a security for any purpose whatsoever. The Borrower also acknowledges that dishonor of any PDC/NACH is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007. The Borrower shall be liable to pay dishonour charges for each PDC/ NACH dishonour (as prescribed in Loan Details Sheet).

4.4 Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EMIs or other sum and Financing Partner shall be entitled to present the PDC/NACH on the respective due dates.

4.5 Notwithstanding the issuance of cheques/NACH, the Borrower will be solely responsible to ensure timely payment of dues.

#### 5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES

5.1 The Borrower shall:

(i) Observe and perform all its obligations under the Financing Documents.

(ii) Immediately deliver to Financing Partner all documents, including bank account statements as may be required by Financing Partner from time to time. The Borrower also authorizes Financing Partner to communicate independently with (i) any bank where the Borrower maintains an account and to seek details and statement in respect of such account from the bank and (ii) with any employer of any Borrower as Financing Partner may deem necessary, including for monitoring Borrower's creditworthiness.

(iii) Immediately notify Financing Partner of any litigations or legal proceedings against any Borrower.

(iv) Notify Financing Partner of any Material Adverse Effect or Event of Default.

(v) Notify Financing Partner in writing of all changes in the location/ address of office /residence /place of business or any change/resignation/termination / closure of employment/ profession /business.

(vi) Not leave India for employment or business or long term stay abroad without fully repaying the Facility then outstanding, together with interest and other dues and charges.

(vii) Provide security, if any, as specified in Financing Documents or as may be required by Financing Partner in case of any change in credit worthiness of any Borrower (as determined by Financing Partner).

(viii) Ensure deposit of salary and/or business proceeds in the account from which PDCs/ECS have been issued to Financing Partner.

(ix) On or prior to the first Drawdown take a credit life insurance policy as required by Financing Partner which shall include a cover for accidents, death, permanent disability and unemployment and such other terms as shall be acceptable to Financing Partner.

(x) Comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002.

(xi) Utilise each Drawdown only for the Purpose.

(xii) The Borrower hereby creates a charge on the Product in favour of the Lender

5.2 Each Borrower represents and warrants to Financing Partner as under:

(i) All the information provided by Borrower in the Loan Application and any other document, whether or not relevant for ascertaining the credit worthiness of the Borrower, is true and correct and not misleading in any manner;



- (ii) The Borrower is capable of and entitled under all applicable laws to execute and perform the Financing Documents and the transactions thereunder;
- (iii) The Borrower is above 18 years of age and this GC is a legal, valid and binding obligation on him/her, enforceable against him/her in accordance with its terms;
- (iv) The Borrower declares that he/ she is not prohibited by any law from availing this Facility;
- (v) No event has occurred which shall prejudicially affect the interest of Financing Partner or affect the financial conditions of Borrower or affect his/her liability to perform all or any of their obligations under the Financing Documents;
- (vi) Borrower is not in default of payment of any taxes or government dues;
- (vii) The Borrower will do all acts, deeds and things, as required by Financing Partner to give effect to the terms of this GC;
- (viii) That there are no bankruptcy or insolvency proceedings against the Borrower.

5.3 The Borrower gives its consent to Financing Partner to use/store all the information provided by the Borrower or otherwise procured by Financing Partner in the manner it deems fit including for the purposes of this Facility or for its business and understands and agrees that Financing Partner may disclose such information to its contractors, agents and any other third parties.

5.4 In the event the Facility/Drawdown is for purchase of any Product, the Borrower also undertakes and covenants as below:

- (i) Borrower shall not be entitled to any increase in the Facility amount by reason of any increase in the purchase price of any Product. However, in the event of any decrease in the purchase price, Financing Partner may in its discretion reduce the principal amount of the sanctioned Facility;
- (ii) The Vendor shall be exclusively responsible for delivery of the Product and Financing Partner shall not be liable for any delay in delivery or non-delivery of the Product and/or with respect to the quality, condition, fitness, suitability or otherwise whatsoever of the said Product;
- (iii) In the case Product cancellation, Financing Partner will treat the relevant Facility repaid only if the Vendor refunds the amount to Financing Partner upon compliance by the Borrower with the refund policy of the Vendor. In case of such refund, Financing Partner shall refund the EMI, if any, paid by the Borrower, less Interest if any for the period between purchase and refund, and treat the Facility/Drawdown as fully discharged. The processing fees will not be reimbursed and will be adjusted against the refund, if any;
- (iv) The Borrower shall not claim part possession or ownership of the Product or create any third party rights thereon without consent of Financing Partner;
- (v) Financing Partner shall have first and exclusive charge on the Product.

## 6. EVENTS OF DEFAULT

6.1 The following acts/events, shall each constitute an “Event of Default” by the Borrower for the purposes of each Facility:

- (i) The Borrower fails to make payment of any Borrower’s Dues on Due Date;
- (ii) Breach of any terms, covenants, representation, warranty, declaration or confirmation under the Financing Documents;
- (iii) Any fraud or misrepresentation or concealment of material information by Borrower which could have affected decision of Financing Partner to grant any Facility;
- (iv) Death, lunacy or any other permanent disability of the Borrower;
- (v) Borrower utilises the Drawdown for any purpose other than the Purpose for which Drawdown has been sanctioned;
- (vi) Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of Financing Partner could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy/liquidation/insolvency of the Borrower or attachment/restraint of any of its assets;

6.2 The decision of Financing Partner as to whether or not an Event of Default has occurred shall be binding upon the Borrower.

## 7. CONSEQUENCES OF DEFAULT

7.1 Upon occurrence of any of the Events of Default and at any time thereafter, the Financing Partner shall have the right, but not the obligation to declare all sums outstanding in respect of the Facility, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 15 (fifteen) days thereof, Financing Partner may at its sole discretion exercise any other right or remedy which may be available to Financing Partner under any applicable law, including seeking any injunctive relief or attachment against the Borrower or their assets.

7.2 The Lender shall also have the unconditional right to immediately take possession of the Product.

7.3 The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of Financing Partner remedies.

## 8. DISCLOSURES

8.1 The Borrower acknowledges and authorizes the Financing Partner to disclose all information and data relating to Borrower, the Facility, Drawdowns, default if any, committed by Borrower to such third parties/ agencies as Financing Partner may deem appropriate and necessary to disclose and/or as authorized by RBI, including TransUnion CIBIL Limited (“CIBIL”). The Borrower also acknowledges and authorizes such information to be used, processed by Financing Partner / third parties/ CIBIL/RBI as they may deem fit and in accordance with applicable laws. Further in Event of Default, Financing Partner and such agencies shall have an unqualified right to disclose or publish the name of the Borrower /or its directors/ partners/co-applicants, as applicable, as ‘defaulters’ in such manner and through such medium as Financing Partner/CIBIL/RBI/ other authorized agency in their absolute discretion may think fit, including in newspapers, magazines and social media.

8.2 The Borrower shall not hold Financing Partner responsible for sharing and/or disclosing the information now or in future and also for any consequences suffered by the Borrower and/or other by reason thereof. The provisions of this clause 8 shall survive termination of the GC and the repayment of the Borrower’s Dues.

## 9. MISCELLANEOUS

9.1 The entries made in records of Financing Partner shall be conclusive evidence of existence and of the amount Borrower’s Dues and any statement of dues furnished by Financing Partner shall be accepted by and be binding on the Borrower.

9.2 Borrower’s liability for repayment of the Borrower’s Dues shall, in case where more than one Borrower have jointly applied for any Facility, be joint and several.

9.3 Borrower shall execute all documents and amendments and shall co-operate with Financing Partner as required by Financing Partner (i) to comply with any RBI guidelines/directives or (ii) for giving Financing Partner full benefit of rights under the Financing Documents. Without prejudice to the aforesaid the Borrower hereby irrevocably consents that on its failure to do so, such changes shall be deemed to be incorporated in the Financing Documents and shall be binding on the Borrower.

9.4 Notwithstanding any suspension or termination of any Facility, all right and remedies of Financing Partner as per Financing Documents shall continue to survive until the receipt by Financing Partner of the Borrower’s Dues in full.

9.5 The Borrower acknowledges that the rate of interest, penal charges, service charges and other charges payable and or agreed to be paid by the Borrower under Financing Documents are reasonable and acceptable to him/ her.

9.6 The Borrower expressly recognizes and accepts that Financing Partner shall without prejudice to its rights to perform such activities itself or through its office employees be entitled and has full power and authority so to appoint one or more third parties (hereinafter referred to as "Service Providers") as Financing Partner may select and to delegate to such party all or any of its functions, rights and power under Financing Documents relating to the sourcing, identity and verification of information pertaining to the Borrower, administration, monitoring of the Facility and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting Borrower, receiving Cash/Cheques/Drafts/ Mandates from the Borrower in favour of Financing Partner.

9.7 The Borrower acknowledges that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him/her and Financing Partner and not in respect of any service rendered or to be rendered by Financing Partner. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder.

9.8 The Borrower hereby authorizes Financing Partner to verify all information and documents including, income proof documents, residence documents, address proof documents, identity documents and other such documents containing personal and financial information as are submitted by them for obtaining any Facility and that they also consent to subsequent retention of the same by Financing Partner.

9.9 The Borrower acknowledges and authorizes Financing Partner to procure Borrower's PAN No./copy of Pan Card, other identity proof and Bank Account details, from time to time and to also generate/obtain CIBIL, Experian, Hunter reports and such other reports as and when Financing Partner may deem fit. The Borrower also hereby gives consent and authorizes the Financing Partner to undertake its KYC verification by Aadhar e-KYC or otherwise and undertake all such actions as may be required on its behalf or otherwise to duly complete the process of such verification including by way of Aadhar e-KYC and share such information with any authority and store such information in a manner it deems fit.

9.10 In the event of any disagreement or dispute between Financing Partner and the Borrower regarding the materiality of any matter including of any event occurrence, circumstance, change, fact information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Financing Partner as to the materiality of any of the foregoing shall be final and binding on the Borrower.

9.11 The Borrower and Financing Partner may mutually agree on grant of a fresh facility on the terms and conditions of the GC and by execution of such further letter/undertaking by the Borrower as may be required by Financing Partner.

#### 10. SEVERABILITY

The Borrower acknowledges that each of his/her obligations under these Financing Documents is independent and severable from the rest.

#### 11. GOVERNING LAW AND JURISDICTION

11.1 All Facility and the Financing Documents shall be governed by and construed in accordance with the laws of India.

11.2 All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under the Financing Documents shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole Arbitration of a person to be appointed by Financing Partner. The place of arbitration shall be Agreed Place and proceeding shall be under fast track procedure as laid down in Section 29(B) of the Act. The awards including interim awards of the arbitration shall be final and binding on all parties concerned. The arbitrator may pass the award without stating any reasons in such award.

11.3 Further, the present clause shall survive the termination of Financing Documents. The Courts at Agreed Place shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at Agreed Place) over any or all disputes arising out of the Financing Documents.

#### 12. NOTICES

12.1 Any notice to be given to the Borrower in respect of Financing Documents shall be deemed to have been validly given if served on the Borrower or sent by registered post to or left at the address of the Borrower existing or last known business or private address. Any such notice sent by registered post shall be deemed to have been received by the Borrower within 48 hours from the time of its posting. Any notice to the Financing Partner shall be deemed to have been valid only if received by Financing Partner at its above stated address.

#### 13. ASSIGNMENT

13.1 The Borrower shall not be entitled to jointly or severally transfer or assign all or any of their right or obligation or duties under the Financing Documents to any person directly or indirectly or create any third party interest in favour of any person without the prior written consent of the Financing Partner.

13.2 The Financing Partner shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, right, obligation, duties and / or liabilities under Financing Documents, without the prior written consent of, or intimation to the Borrower in such manner and such terms as the Financing Partner may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under the Financing Documents to such assignee or transferee. In such event, the Borrower shall substitute the remaining PDCs/ECS in favour of the transferee/ assignee if called upon to do so by Financing Partner.

#### 14. INDEMNITY

The Borrower hereby indemnifies, defends and holds Financing Partner, its employees, representatives and consultants harmless from time to time and at all times against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) as a result of or arising out of any failure by the Borrower to observe or perform any of the terms and conditions and obligations contained in the Financing Documents or Event of Default or the exercise of any of the rights by Financing Partner under the Financing Documents, including for any enforcement of security or recovery of Borrower's Dues.

#### 15. Acceptance:

I/We am/are aware that Financing Partner shall agree to become a party to this GC only after satisfying itself with regard to all conditions and details filled by me/us in the GC and other Financing Documents in consonance with Financing Partner's policy. I/We agree that this GC shall be concluded and become legally binding on the date when the authorized officer of Financing Partner signing this at Agreed Place or on the date of first disbursement, whichever is earlier. By clicking "I accept", the Borrower electronically signs these GC and agrees to be legally bound by its terms. The Borrower's acceptance of these GC shall constitute: (i) the Borrower's agreement to irrevocably accept and to be unconditionally bound by All the terms and conditions set out in these GC; and (ii) the Borrower's acknowledgement and confirmation that these GC (along with the Financing Documents) have been duly read and fully understood by the Borrower.