

GENERAL TERMS AND CONDITIONS APPLICABLE FOR FACILITY UNDER SAMSUNG FINANCE+ PROGRAMME

THE GENERAL TERMS AND CONDITIONS (HEREINAFTER REFERRED TO AS “**TERMS**”) SET OUT HEREIN SHALL FORM AN INTEGRAL PART OF EACH FACILITY AGREEMENT ENTERED BETWEEN **PROTIUM FINANCE LIMITED** FORMERLY KNOWN AS GROWTH SOURCE FINANCIAL TECHNOLOGIES LIMITED AND PRIOR TO THAT IT WAS KNOWN AS GROWTH SOURCE FINANCIAL TECHNOLOGIES PRIVATE LIMITED) (**LENDER/PROTIUM**), THE BORROWER, AND, CO-BORROWER (IF APPLICABLE), BEING ANY PERSON OR INDIVIDUAL OF ADULT AGE, WHO SHALL BE AVAILING THE FACILITY FROM LENDER (“**FACILITY AGREEMENT**” OR “**THE AGREEMENT**”) AND SHALL BE READ AND CONSTRUED TOGETHER. THE BORROWER UNDERSTANDS AND ACKNOWLEDGES THAT THE PRODUCT SHALL BE DELIVERED WITH A MOBILE APPLICATION INSTALLED IN THE PRODUCT WHICH SHALL, ON OCCURRENCE OF EVENTS AS DETAILED HEREIN INCLUDING DELINQUENCY/DELAY IN PAYMENT, ACTIVATE THE DEVICE FUNCTIONALITY RESTRICTION BY DISABLING THE USE OF THE MOBILE DEVICE EXCEPT EMERGENCY CALLS AND RECEIVING OF CALLS. THE BORROWER ALSO UNDERSTANDS THAT ON RECTIFICATION OF THE DELINQUENCY / DEFAULT IT WILL TAKE AROUND 48 HOURS TO DEACTIVATE THE DEVICE FUNCTIONALITY RESTRICTION AND THE BORROWER CONFIRMS THAT IT SHALL HAVE NO CLAIMS PERTAINING TO REASONABLE TIME TAKEN FOR DEACTIVATING THE DEVICE FUNCTIONALITY RESTRICTION.

1. Definitions and Interpretation

1.1. DEFINITIONS

Unless otherwise defined herein, the capitalised terms used herein but not defined herein shall have the same meaning as assigned to such terms under the Agreement:

- a. “**Application**” shall mean the loan application in the prescribed format filled by the Borrower for seeking financing from the Lender.
- b. “**Credit Information Companies/Credit Rating Agencies (CRA)**” shall mean the domestic Credit Information Agency and include Credit Information Bureau (India) Limited -CIBIL, Equifax Credit Information Services Pvt. Ltd., Experian Credit Information Company of India Pvt. Ltd., CRIF High Mark Credit Information Services Pvt. Ltd.
- c. “**Taxes**” means all applicable taxes including but not limited to goods and services, registration or stamp tax, levy, cess, impost, rates, duty, stamp duty, charge, fee (including, but not limited to, any license, filing, recording, documentary or registration fee), interest tax, service tax, deduction, withholding or any other obligation (including, without limitation, past obligations) in the nature of tax under Applicable Law.

1.2. INTERPRETATION

- a. The headings and references to clauses, annexures and or schedules are for ease of reference only and will not be deemed to form any part of the context or to same affect the interpretation of this Term and the provisions and conditions contained in them.
- b. Words importing the singular will include the plural and vice versa; words importing any gender such as its, his and, or, her will include all other genders; and words importing persons will include bodies corporate and unincorporated and vice versa.
- c. Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- d. Words such as ‘includes’, ‘including’ and ‘such as’ are deemed to be followed by ‘without limitation’.
- e. A reference to a statute or legislation is to that statute or legislation as amended, re-enacted or replaced.
- f. All terms and conditions of the Facility Agreement and these Terms shall be construed in accordance with the written terms thereof; and if the term or condition be ambiguous, then in accordance with the intention of the Parties.

2. CHANGES IN TERMS AND CONDITIONS

The Borrower agrees that the Lender has a right to change the terms and conditions as mentioned herein, the Facility Agreement and other Financing Documents. The Lender shall give notice to the Borrower in the vernacular language or a language as understood by the Borrower in the event of any of any change in the Terms.

3. CONDITIONS PRECEDENT TO DISBURSEMENT

The Lender shall make the Disbursement in single tranche as per the drawdown request of the Borrower, directly to the Vendor, which shall be treated as having been disbursed to the Borrower, at the Lender’s sole discretion and upon completion of the following conditions to satisfaction of the Lender, unless waived by it: (i) the Borrower has provided to the Lender all information and documents for Know Your Customer (“**KYC**”), requisite consents, for undertaking the eligibility check, generation of credit report of the Borrower with the associated credit information companies and, or, documents as may be required by the Lender; (iii) the Borrower shall not have its name appear in negative list maintained by the CRA; (iv) the

Borrower has provided to the Lender either of the following: (i) duly completed National Automated Clearing House (**NACH**), (ii) e-NACH, Debit mandate or electronic system mandate (**ECS**) (iii) standing instruction; (ii) direct debit mandate ("DDM") or e-DDM; (iv) any other form of debit permitted by Lender (for repayment of the Facility and the Interest thereon and deliver / provide the same to the Lender, in a form and manner satisfactory to the Lender and in accordance with the Applicable Laws (collectively referred to as **Debit Mandate**) as notified by **RBI** against the Specified Account or Borrower's other bank account for payment of dues; (iv) The Borrower shall have paid the Facilitation Fees (as defined below) in accordance with the Facility Agreement and Sanction Letter. The Borrower confirms that the Lender shall be entitled to present the Repayment Mode and en-cash the amount due and payable on each EMI Payment Date towards the repayment of the Facility, until the realization of the due amount / Loan amount by the Borrower.

4. REPRESENTATION AND WARRANTIES

- 4.1 The Borrower represents, and warrants that: (i) the Borrower is a resident and citizen of India, is above 18 years of age and has the competence and power to execute the Financing Documents/Agreement and perform his/her/its obligations under the Financing Documents; (ii) the Borrower is not entitled to immunity from suit, execution, attachment or other legal process in India and Financing Documents when executed and delivered, will constitute valid and binding obligations of the Borrower; (iii) all the information provided by the Borrower in relation to the Facility, whether or not relevant for ascertaining the credit worthiness of the Borrower, is true and correct and not misleading in any manner; (iv) there are no actions, suits, proceedings or investigations pending or threatened by or against the Borrower before any court (especially for any economic offence/s or money laundering) or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute individually or in the aggregate or may result in a Material Adverse Effect; (v) no Event of Default shall have occurred; (vi) The Borrower has not been declared as wilful defaulter/s under any applicable law and or by any relevant authority nor he/she is a specified near relation to the Lender; (vii) The Borrower has not been engaged in (a) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrower's business and operations, (b) money laundering or acted in breach of any Applicable Laws relating to money laundering; or (c) the financing of terrorism. This representation will continue to remain valid till the repayment of all amounts under the Agreement and conclusion of the underlying transaction pursuant to the Financing Documents.
- 4.2 Further, the Borrower confirms that the representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day from the date of this Terms until the Final Settlement Date, as if made with reference to the facts and circumstances existing on such day and shall survive the execution, delivery and termination of the Financing Documents.
- 4.3 The Borrower is aware that each of the representations and warranties given by the Borrower are deemed material and the Lender is granting the said Facility based on the Application made by him/her for purchase of the Device and on the faith of the representations made by the Borrower and believing the same to be true.
- 4.4 The Borrower shall be exclusively responsible for getting the delivery of Device from the Vendor. The Lender shall not be liable for any delay in delivery/disbursement, or the quality/condition/fitness of the Device. The Borrower absolves the Lender from any liability in respect of the above and that the Borrower shall not withhold payment of stipulated MI's on the ground that the Device has not been delivered or any alleged claim/dispute or non-functioning in respect of the Device.

5. COVENANTS AND UNDERTAKINGS OF THE BORROWER

- 5.1 Till the Final Settlement Date, the Borrower hereby covenants and agrees to (i) promptly give written notice to the Lender in case of (a) any material circumstances affecting the ability of the Borrower to repay the Outstanding Obligations in the manner stipulated hereunder; (b) change in its office/residential address, change/ resignation/ termination / closure of employment/ profession /business or any other material change in relation thereto; (ii) do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary to carry out the intent of the Financing Documents; (iii) confirm that the copies of the document submitted for the purpose of availing the Facility from the Lender are genuine and remain present at all times, reasonably called by the Lender for verification and or submission of originals of all such copies; (iv) bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower or any other Person in relation to the Financing Documents in favour of the Lender; (v) immediately deliver to the Lender all documents, including Borrower's account statements as may be required from time to time; (vi) It also authorizes the Lender to communicate independently with any Bank where the Borrower maintains an account to seek details and statement in respect of such account from the Bank; (vii) immediately notify the Lender of any litigations or receipt of notice of legal proceedings against Borrower or upon occurrence of an Event of Default, or Material Adverse Effect along with the steps taken to rectify such event; (viii) giving consent to the Lender to use and store all the information provided by the Borrower or otherwise procured by the Lender in the manner it deems fit including for the purposes of this Facility and understands and agrees that the Lender may disclose such information to its contractors, agents and any other third parties; (ix) pay the EMI on the EMI Payment Date and shall pay all Interest and/or the Default Interest, levied pursuant to the Applicable Laws in connection with the Facility as applicable from time to time; (x) The Borrower acknowledges and authorizes the Lender to procure Borrower's PAN No., copy of Pan Card, Aadhaar Number, other identity proof and Lender account details, from time to time and to also generate / obtain CIBIL, Experian reports, and such other reports as and when the Lender may deem fit.

- 5.2 The Borrower agrees that the Borrower will neither compound or release the Device, nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the consent of the Lender and shall carefully keep and preserve all the documents, papers and vouchers in connection with or relating to or which are likely to prove the Device or any part thereof and will at all times as and when required produce such vouchers, papers and documents relating to the Device for the inspection of the Lender and any of its officers or agents and allow free access to them without any demur, failing which the Lender is hereby empowered without any consent of the Borrower to take all or any such steps by itself in the name of and on behalf of and at the cost and expenses of the Borrower.
- 5.3 The Borrower shall allow the Lender or its authorized agent to take inspection of Device of all records and will produce such evidence as the Lender may require as to the cost and value of any such Device and it shall be lawful for the Lender at any time and from time to time during the continuance of this Facility to appoint and employ at the expense of the Borrower in all respects and either temporary or for such periods as the Lender shall think fit, a person or persons or firm or Company to inspect and value on behalf of the Lender the Device and the Borrower shall pay to the Lender on demand, the fees or other remuneration payable to any such person firm or Company and the cost, charges and expenses of and incidental to such valuation (the Lender's statement therefore being conclusive in that behalf) and in default the Lender shall be at liberty to debit the amount thereof to the respective account of the Borrower. Any such valuation shall be conclusive against the Borrower.
- 5.4 The Borrower shall ensure maintain the Device in good marketable condition at the cost and risk of the Borrower in all respects and all necessary repairs and improvements thereto will be made during the currency of the Facility and the Borrower shall be liable for any loss or damage caused to the Device for any reasons whatsoever, including but not limited to theft, loss, damage, damage by weather and deterioration in quality.
- 5.5 The Borrower shall ensure that the Device is insured (if applicable) against theft, any kind of damage and other hazards, as may be required by the Lender, with the Borrower and Lender being made the joint beneficiary under the policy, for a value as required by the Lender and produce evidence thereof to the Lender from time to time and wherever called upon to do so. The Borrower shall pay the premium promptly and regularly so as to keep the insurance policy alive at all times till the Facility is amortized in full.
- 5.6 The Borrower shall promptly inform the Lender of any loss or damage to the Device due to any act of God or damage or other risks against which the Borrower may not have been insured.
- 5.7 The Borrower shall allow any person authorized by the Lender to have free access to the Device for the purpose of inspection.
- 5.8 The Borrower confirms that the Borrower is the absolute owner of the Device, to be offered as security by way of hypothecation in Facility.
- 5.9 The Borrower shall not sell, transfer, assign, mortgage, pledge, charge, encumber the Device in any manner and shall not hypothecate or subject the Device to any lien in favour of any person, corporation, partnership or association, other than in favour of the Lender, without the express consent of the Lender in writing.
- 5.10 The Borrower shall not permanently remove, dispose-off or part with the Device or any part thereof from any place where it may be kept or divert or cause or permit any of the Device to be diverted while in transit.
- 5.11 The Borrower shall not make and/or allow to be made any material alterations and/or additions in the Device.
- 5.12 The Borrower shall not execute any document, such as Power of Attorney or any other similar or other agreement/ deed, in favour of any person to deal with the Device in any manner.
- 5.13 The Borrower shall not leave India for employment or business or long term stay abroad without fully repaying the Outstanding Obligations, together with the Interest (if any) and other dues and charges.
- 5.14 The Borrower hereby acknowledges and understands that the Borrower shall be downloading **Mobile Application** on the Device in pursuance to the Facility availed from the Lender.
- 5.15 The Borrower shall not delete or remove the Mobile Application or undertake any such actions which may hamper/restrict the operation of the Mobile Application.
- 5.16 The Borrower hereby agrees that a first and exclusive charge by way of hypothecation on the Device shall be created in favour of the Lender.
- 5.17 The Borrower shall ensure deposit of salary and/or business proceeds in the Specified Account from which PDCs/ECS have been issued to the Lender.
- 5.18 The Borrower hereby declares that the Device and all documents relating to the Device shall be held in trust by him/her for the Lender.

6. FORECLOSURE OF THE FACILITY

The Borrower shall be entitled to foreclose the Facility in full or part, as per the terms as mentioned and set out in **Sanction Letter**: (i) only if Lender permits the same upon at least 15 days' written notice from Borrower communicating intention to foreclose; and (ii) subject to such conditions as the Lender may prescribe as mentioned in the Sanction Letter or as specified from time to time by the Lender. In the event of the Borrower intends to foreclose the Facility, the Interest would be calculated till the date of actual foreclosure. Such foreclosure shall take effect only when entire Outstanding Obligations has been paid to and realized by the Lender. Further, the payment can be made by the Borrower before the monthly closure window for foreclosure, as displayed and mentioned on the Lender's website.

7. EVENT OF DEFAULT

The following events shall constitute an events of default (each an "**Event of Default**"), and upon the occurrence of any of them the entire Outstanding Obligations shall become immediately due and payable by the Borrower and further enable the Lender inter alia to recall the entire Outstanding Obligations for: (a) Failure on payment of any EMI on EMI Payment Date to the Lender; (b) Failure on Borrower's part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Facility including under these Terms/other documents; (c) any breach of terms and conditions or misrepresentations or mis-statement by the Borrower; or (d) occurrence of any circumstance or event which adversely affects Borrower's ability/capacity to pay/repay the Outstanding Obligations or any part thereof or perform any of the obligations; (e) If any attachment, distress, execution or other process against the Borrower; or (f) in the event of death, insolvency, failure in business, commission of an act of bankruptcy of the Borrower or change or termination of employment/profession/business for any reason whatsoever or any other event, which in the Lender's opinion, prejudicially affects the Lender's interest (g) if the Borrower is being declared insolvent or any insolvency proceedings are instituted against the Borrower, whichever is earlier.

Notwithstanding anything stated in any Financing Documents, the Lender shall have the right to: (a) declare such account as NPA/SMA under NPA/ SMA Regulations issued by RBI from time to time (c) determine enforcement of the rights of the Lender under this Agreement including without limited to initiating necessary legal proceedings for recovering its dues

8. CONSEQUENCES OF AN EVENT OF DEFAULT

- 8.1 The Borrower agrees and acknowledges that the decision of the Lender shall be final and binding on any questions or issues on point in respect of happening/non-happening of the Event of Default. Following are the consequences upon occurrence of an Event of Default: (i) Notwithstanding anything contrary contained in the Financing Documents, upon happening of any Event of Default, Lender, by a written notice to the Borrower may declare the Outstanding Obligations and/or any other amounts including Interest, bouncing charges and Default Interest which may be payable by the Borrower under or in terms of the Financing Documents and/or any other agreements, documents subsisting between the Borrower and the Lender, to be due and upon such notice the same shall become due and payable forthwith. Further, the Default Interest to be borne by the Borrower shall be computed from the respective EMI Payment Date and shall be compounded on monthly basis; (ii) the Lender upon happening of Event of Default shall have right but no obligation to communicate, in any manner it may deem fit, to or with any person(s) with a view to receiving assistance of such person(s) in recovering the defaulted amounts including but not limited to visiting the office /residence of the Borrower and/or any place of work of the Borrower; (iii) The Lender shall have the right to modify the Repayment Schedule as mentioned in the Sanction Letter in the manner as it deems fit; (iv) In addition to the rights specified in this Terms, the Lender or its representatives including assignees shall be entitled to take all or any action with or without intervention of the courts to recover all the dues payable by the Borrower under the Financing Documents without limited to initiate civil or criminal proceeding including action under Negotiable Instruments Act, 1881 and/or Payment and Settlement Systems Act 2007 or any other appropriate actions against the Borrower, if Lender at its sole discretion has sufficient grounds to believe that the Borrower has made any misrepresentations and /or submitted any forged documents or fabricated data to the Lender or ECS mandate/PDC has bounced on its presentation to the Specified Account; (v) The Lender shall have a right to exercise its right available under the Applicable Laws.
- 8.2 On the happening of any of the Event of Default, The Borrower confirms that the Lender shall have the following additional remedies available for enforcement of its rights:
- (i) The Lender shall have irrevocable and unconditional right to initiate Device Functionality Restriction from the date of such Event of Default and continue it for such time till the default is not rectified by the Borrower. The Borrower understands that on rectification of the aforesaid default, it will take around 48 hours to deactivate the Device Functionality Restriction and the Borrower shall have no claim pertaining to reasonable time taken for deactivating the Device Functionality Restriction.
 - (ii) The Lender shall further have the right to call upon the Borrower to hand over the Device to its agents, representatives and if the Borrower fails to comply with this demand within stipulated time given by the Lender, the Lender or its agents/representatives shall have right to enter into any place or premises where the Device may be situated or kept or stored (and for the purpose of such entry to do all acts, deeds or things as are deemed necessary by the Lender or its agents or any of them) and to take charge and/or to seize, recover, receive and/or take possession of all or any of the

Device. Upon taking possession of the said Device in such a manner, the Lender may call upon the Borrower to repay and close the Outstanding Obligations before the sale/auction of the Device within the time as may be specified by the Lender in such notice and if the Borrower honours and makes the payment of the Outstanding Obligations, the Lender shall handover the subject Device to the Borrower upon the repayment of the Outstanding Obligations and other charges including expenses incurred for taking possession of the said Device provided this does not bar the Lender rights to take such similar action for any future defaults made by the Borrower. Further in case it is found by the Lender that the Borrower has disposed-off or sold the Device to any third party without valid no objection letter from the Lender or in case either the Borrower or Device is not traceable, or the Borrower has handed over the possession of the Device to third party without the Lender's consent or the Borrower fails to submit the Device for inspection if required by the Lender, the Lender shall have liberty to waive off the notice period before taking possession of the Device as mentioned in the preceding clause at its discretion.

(iii) In case the Borrower fails to comply with such requisitions and demand made by the Lender as mentioned in the preceding clauses, the Lender shall be at liberty to forthwith or at any time and from time to time and without any notice or reference either by public auction, tender or private contract or tender, to sell and dispose-off all or any part of the Device to any third party in such manner as the Lender shall think fit without any further notice or intimation to the Borrower.

8.3 The Lender shall not in any way be liable/responsible, notwithstanding anything to the contrary under any Applicable Laws, for any loss, deterioration of or damage to the Device on any account whatsoever whilst the same is in the possession of the Lender or by reason of exercise or non-exercise of any rights and remedies available to the Lender as aforesaid.

8.4 The Lender will have all powers incidental to and necessary for the realisation of its security. In the event of the Device being realized, however and in whatsoever manner, the realization thereof shall be applied as under:

(i) Firstly, for appropriation towards satisfaction of and the Outstanding Obligations (whether accrued or contingent) to the Lender including interest portion of all EMIs due, overdue interest of all EMIs due, thereon unto the date of realization of the security whether actually debited or to the Facility account(s) together with any costs (between attorneys / advocates and clients), and expenses debitible to the said Facility account(s) whether actually debited or not in accordance with the total amount of such indebtedness due and outstanding under and in respect of the said Facility accounts as aforesaid with the Lender; and

(ii) Secondly, for appropriation towards the remaining Outstanding Obligations on account of ECS Mandate, additional interest and/or liquidated damages on Outstanding Obligations.

(iii) Thereafter the balance, if any, shall be available for, reimbursement to the Lender of the costs (between attorneys/advocates and clients) charges and expenses incidental to such realization and/or on any account to the Lender in accordance with the total amount of such other outstanding indebtedness.

9. LIEN AND SET OFF

9.1 The Lender shall have a paramount lien and right of set off on/against- (i) all insurance proceeds, if any, whatsoever from the Device, as well as- (ii) all other monies, securities, deposits of any kind and nature, including deposits and bonds and all other assets and properties belonging to the Borrower or standing to the Borrower's credit (whether held singly or jointly with any other person), which are deposited with/under the control of the Lender whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity and the Lender shall be entitled and authorized to exercise such right of lien & set off against all such amounts and assets for settlement of the Borrower's dues with or without any further notice to the Borrower.

10. TERM AND TERMINATION

10.1 This Terms shall become binding on the Borrower from the Effective Date of the Facility Agreement. It shall be in full force till all the Outstanding Obligations and other amounts due under any Financing Documents or other agreements, documents which may be subsisting/ executed between the Borrower and the Lender have been fully paid to the satisfaction of the Lender.

10.2 The Lender may terminate the Facility Agreement and recall the entire Facility from the Borrower, in the event of default of any of the obligations of the Borrower under any of the Financing Document. Any such termination will not affect payment or any other obligations of the Borrower.

10.3 These Terms and Facility Agreement cannot be terminated by the Borrower till such that as any Outstanding Obligations are Pending under the Facility Agreement. Once the Facility has been repaid, The Borrower can terminate this Terms by ceasing the use of the Facility and uninstalling, deleting and returning all related software, documentations and other materials provided by Samsung, including backup copies thereof. Should the Borrower not comply with this Terms, the Borrower's rights based on this Terms will be automatically terminated without notice from Samsung. Upon the Borrower's termination of this Terms, the Borrower acknowledges that the Borrower's rights as provided under this Terms shall stand terminated with

immediate effect and the Borrower must immediately cease use of the Facility.

11. OUTSOURCING BY THE LENDER

- 11.1 The Borrower acknowledge and agree that Lender shall have the right to engage as per Applicable Law, at any time and from time to time, the services of third parties for the purpose of KYC document/ information collection, NACH/ repayment mode pickup, collection / recovery of any and all amounts outstanding and due and payable to the Lender under this Terms, inclusive of any/all legal remedies available to the Lender against the Borrower.
- 11.2 The Borrower acknowledges that pursuant to any such services if outsourced by Lender to various service provider/third parties, the Borrower information may be disclosed by Lender to such service provider/third parties. The Borrower hereby gives its consent to disclosure by Lender to such service provider/third parties confidential information relating to Borrower and disclaims any liability that may arise by such disclosure by Lender.

12. INDEMNIFICATION

- 12.1 The Borrower undertakes to indemnify and keep the Lender and its directors, officers, employees, agents and representatives fully indemnified and harmless from and against all forms of losses, liabilities, claims, actions, demands, suits, proceeding and or damages including but not limited to all costs, expenses, Taxes and other costs incurred or suffered by the Lender in relation to or by reason of (i) this Facility; and or (ii) action and, or, inaction of the Borrower; and or (iii) breach and, or, default contravention and, or, non-observance and, or, non-performance of the terms of the Financing Documents; and or (iv) third party claims or claims from relevant regulators or authorities.
- 12.2 The Borrower further agrees to indemnify and keep indemnified the Lender and/or its Affiliates from time to time and at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc., whatsoever arising in connection with or relating to any Communication through Electronic Media (as defined below) provided/received by the Lender and/or its Affiliates by Electronic Media as mentioned under in Clause 16 hereunder.

13. TRANSFER AND ASSIGNMENT

The Lender may, at any time, have the right to create charge over the Device in favour of any bank, institution or body by way of security for any refinance facility or any loan availed of by Lender from such bank or assign, transfer, sell, hypothecate all or any part of Lender's right and obligations under the Facility, including the Outstanding Obligations, receivables, rights, benefits and any other interest created by the Borrower in favour of the Lender under the Financing Documents without prior concurrence or intimation to the Borrower or to any Person/s in whole or in part and in such manner and on such terms as the Lender may decide without any reference to the Borrower. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Lender, continue to make all payments under the Financing Documents to the Lender and all such payments when made to the Lender shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments. In no event, the Borrower shall be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Facility and Financing Documents.

14. NOTICES

Any notices or communications required to be given or served by one Party on the other in respect of the Facility Agreement, shall be in the form and manner as mentioned herein. Any notice, request, document, communications etc. ("**Communication**") issued to the Borrower shall be in writing and sent by the Lender in person or electronically by email/ WhatsApp/ SMS/ electronic message or by speed post, registered post to the address/ E-mail address/ mobile no. latest mentioned in the Financing Documents.

All notices shall be deemed to have been validly given on (i) the expiry of seven (7) days after posting if sent by registered post or speed post; and (ii) the expiry of five (5) days, if sent by courier;

15. GENERAL RIGHTS OF THE LENDER

The Lender shall have an unqualified right and authority to disclose and furnish information regarding the Facility including personal information, details in relation to documents, Loan, defaults, security, obligations of the Borrower to any such Person as it may deem fit, including but not limited to the RBI, CIBIL, other rating agency and any other agency authorized in this behalf by the RBI and/or any other governmental/regulatory/statutory, service providers, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Lender/ RBI, including publishing the name as part of a wilful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes and the Borrower hereby acknowledges this right of the Lender and understands that this right of the Lender is a pre-condition of the Facility given to the Borrower by the Lender. The Borrower waives the privilege of privacy and privity of contract.

16. ELECTRONIC MEDIA

- 16.1 The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Terms including any addendums

hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.

- 16.2 The Borrower is aware that transmission of this Terms, addendums to the Terms, terms and conditions, instructions, acceptances and communications through electronic means such as email, SMS text messaging, websites, online acceptance, etc. (**'Electronic Media'**) involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and addressing Communications to the Lender through the Electronic Media for various matters under this Terms including in relation to the Facility and the operation thereof.
- 16.3 In consideration of the Lender permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Lender as under:
- (i) The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements and the records of the Electronic Media received by the Lender shall be treated as final, conclusive and binding.
 - (ii) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Lender are provided by the Borrower and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard.
 - (iii) The Borrower confirms that the Lender shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower.
 - (iv) The Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media.
 - (v) The Lender shall not be required to await receipt of the communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such communications in writing shall not in any manner prejudice the Lender's rights under this Terms or otherwise.
 - (vi) The Lender may at any time whatsoever without assigning any reason withdraw or modify or add the Facility provided to the Borrower in relation to the Communications through Electronic Media.
 - (viii) The Borrower is aware and confirms that the Lender is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertaking and indemnities contained in this Clause.

17. GOVERNING LAW AND JURISDICTION

Subject to clause 18 (Dispute Resolution) the Facility Agreement, these Terms and/or other Financing Documents, shall be governed and construed in accordance with the laws of India and the parties hereto expressly agree that all disputes arising out of and/or relating to the Facility, this Term or any other relevant Financing Document shall be subject to the exclusive jurisdiction of the court/tribunal of Mumbai provided that the exclusivity aforesaid shall bind the Borrower and Lender shall be entitled to pursue the same in any other court of competent jurisdiction at any other place.

In addition to aforesaid, the Borrower hereby agrees and confirms that the Lender shall be permitted to invoke the provisions of the DRT, or IBC and any amendments thereto as may be applicable in order to recover all the Outstanding Obligations and dues under the terms of the Agreement from the Borrower, or any other Person and the Lender shall stand absolutely entitled to exercise such rights and remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other proceedings.

18. DISPUTE RESOLUTION

Without prejudice to the rights of the Lender under any Applicable Laws, any disputes, differences and or claims under the terms of the Facility Agreement and these Terms shall be referred to arbitration by sole arbitrator jointly appointed by Lender and the Borrower. The proceedings of such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 (as amended from time to time). In the event of incapacity or resignation or death of the sole arbitrator so appointed, the proceedings shall be continued as per the provisions of Arbitration and Conciliation Act of 1996 (as amended from time to time). The Parties shall be entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration. The Parties agree that the seat and venue of arbitration shall be Mumbai and the language of the arbitration shall be conducted will be English. The award given by the sole arbitrator shall be final and binding on the Parties. The cost of the arbitration shall be borne by the Parties, in accordance with the award passed by the sole arbitrator.

19. WAIVER

No forbearance, indulgence or relaxation or inaction by the Lender at any time to require performance of any of the provisions of the Agreement, and the Financing Documents shall in any way affect, diminish or prejudice the right of the Lender to require performance of that provision from the Borrower, and any waiver or acquiescence by the Lender of any breach of any of the

provisions of the Agreement, and the Financing Documents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of the Agreement, and the Financing Documents or acquiescence to or recognition of rights and/or position other than as expressly stipulated in the Agreement and the Financing Documents.

20. SEVERABILITY

In the event that any provision of this Terms and of the Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by Applicable Law, and the unenforceable portion shall be deemed to be severed from the terms of the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

21. MISCELLANEOUS

The Borrower agrees / confirms that: (i) that the terms and conditions and all the covenants and details of all the Schedules as mentioned in the Facility Agreement shall be read and construed as part and parcel of these presents; (ii) that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between the Borrower and the Lender and not in respect of any service rendered/to be rendered by the Lender. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder; and (iii) that the Borrower has read and understood the terms of the Financing Documents and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of the Financing Documents have been read over, translated and explained in detail in the vernacular language to the Borrower.

22. INCONSISTENCY

The Borrower agree that in case of any inconsistency or conflict between the Terms contained herein, the Sanction Letter issued by the Lender for the Facility, and the Facility Agreement, the Facility Agreement shall prevail.

By clicking "I accept"/e-signing, the Borrower electronically signs these Terms, the Terms of Service ("**TOS**") and Privacy Policy ("**PP**") related to the Mobile Application and Services (annexed to the Terms) and agrees to be legally bound by their terms. The Borrower's acceptance of these Terms along with the TOS and the PP 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 Terms, TOS and PP; and (ii) the Borrower's acknowledgement and confirmation that these Terms along with the TOS, PP and the Financing Documents have been duly read and fully understood by the Borrower.

I am/ We are aware that Lender shall agree to become a party to this Terms only after satisfying itself with regard to all conditions and details filled by me / us in the Terms and other Financing Documents in consonance with Lender's policy. I / We agree that these Terms (along with the TOS and PP) shall be concluded and become legally binding on drawdown of the Facility.