

Terms and Conditions

A. General Terms of Use

Agreement And Acceptance

These terms and conditions contained hereinafter "General Terms of Use" including the Terms of Service, along with any agreements executed or accepted by you in connection with the Services defined below collectively, Terms shall apply to you including your nominee or any person acting on your behalf or your co-applicant, if any ("you", "your" or "Customer"), access or usage of any financial products or services of Chirag Credit Private Limited ("Chirag", "we", "us" or "our") and/or any other third party financial institution partner of Chirag or co-lender(s) of Chirag through accessing, using, interacting / communicating with the website of Chirag and the associated android and iOS mobile application, mobile site or any other medium, including the call-centre facility collectively, "Portal" for availing the Services.

These Terms entered into between you and Chirag must be read in conjunction with the privacy policy of Chirag, that is provided separately, as an integral part on ("Privacy Policy") and includes any updates and amendments to such Privacy Policy.

These Terms, entered into between you and Chirag, must be read in conjunction with the terms of the Referral Program, which are provided separately on ("Referral Program Terms"). The Referral Program Terms include any updates or amendments made from time to time. Please read these Terms carefully before accessing the Portal or availing the Services. By using this Portal or availing the Services, you acknowledge that you have read and understood these Terms and agree to be bound by the same, without any limitation or qualification. If you do not agree with these Terms, please do not access the Portal or avail the Services.

These Terms are an electronic record in terms of the Information Technology Act 2000, as amended from time to time, and rules framed thereunder ("IT Act"). This electronic record is generated by a computer system and does not require any physical or digital signatures.

The information and data made available on the Portal or communicated to you in relation to the Services does not constitute an offer to buy or sell or solicitation of an offer to buy or sell any services in any jurisdiction other than India.

The headings contained in these Terms are for reference purposes only. Capitalised terms not otherwise defined in these Terms will have the meaning as set out in the Privacy Policy.

Representations, warranties and undertakings by you

You are above 18 years of age, an Indian citizen resident in India, and competent to agree to these Terms.

These Terms impose valid and legally binding obligations on you and are enforceable against you.

You confirm that you neither have / had any insolvency proceedings against you nor have you ever been adjudicated insolvent by any court or other authority.

You are not a Politically Exposed Person in terms of the Master Direction - Know Your Customer (KYC) Directions, 2016 ("KYC Directions") issued by the Reserve Bank of India ("RBI"), read with the Prevention of Money Laundering Act, 2002, as amended from time to time.

You are not restricted by any legal, regulatory, judicial, quasi-judicial or other authority, to access the Portal or avail the Services, including to enter into transactions contemplated using the Services. You agree to use the Services only for purposes that are permitted by these Terms and in accordance with applicable laws.

Your Information

By using the Portal or the Services, you authorize Chirag, whether directly or indirectly through third parties, to collect and process information about you/information provided by you or make any inquiries necessary to validate your identity, in accordance with our Privacy Policy. Please read the Privacy Policy to understand how we collect, process and share your information, including personal information and sensitive personal data or information (collectively, "Information"). Further you hereby explicitly agree and authorise Chirag to share your Information with Financing Partners for the purpose of enabling Services as requested by you. Please note that Financing Partners will use such Information for assessing you, for underwriting you and/or for KYC verification and/or for such other verification that may be required under the Applicable Law.

Further, we may ask you for Information or documents that will allow us to reasonably identify you, requiring you to take steps to confirm your right over your email address or financial instruments, or verifying your Information against third party databases or through other sources. We reserve the right to terminate, suspend, or limit access to the Services in the event we are unable to obtain or verify this Information.

When you provide any Information to Chirag and/or its Financial Partners, you agree to provide only true, accurate, current and complete Information. You understand and acknowledge that the responsibility to provide correct Information, including the contact information, transaction amount, the bank account details etc., as required in connection with the Services, lies solely with you. You must take all caution to ensure that there are no mistakes and errors in the Information you give to Chirag or its Financial Partners. We will not be responsible to verify the accuracy of the Information provided by you.

You agree to keep your Information up to date and accurate at all times until you are availing the Services. You will be liable to inform Chirag and/or its Financial Partners of any change in the Information provided by you or otherwise available in relation to you. If the bank account number or other Information provided by you is incorrect, the amount may be deposited / credited to the wrong bank account so provided by you and there will be no guarantee of recovery of such amount.

In case of any update in the documents submitted by You to Chirag and/or its Financial Partners at any point, you shall submit to Chirag, the updated documents within 30 days of the update to such documents.

By availing the Services, you agree to provide your consent and full cooperation to enable Chirag to validate your identity and to collect, process and share Information about you in accordance with our Privacy Policy in order to provide you the Services effectively.

If you do not provide any Information and documents requested on the Portal, or revoke any of the mandatory permissions sought by the Portal that are required for providing the Services, including for fraud prevention, collections and underwriting purposes, then you may have limited access to the Portal or you may not be able to avail the Services.

Chirag reserves the right to close, suspend, or limit access to Your Account on the Portal or the Services in the event we are unable to obtain or verify any Information.

Chirag may, upon receiving your consent, request certain third parties to provide Information about you to further personalise your experience on the Portal or provide certain customised services.

Fees

If you use or access the Portal, you may be levied non-refundable service charge or fee, the details of which will be communicated to you on the Portal.

You are independently and solely responsible for any fees or amounts that your phone / telecom service provider charges, for example fees for SMS or data services.

Communication and Notification.

You agree that Chirag (either directly or indirectly through its affiliates or third parties) or Financial Partners may communicate with you in connection with the Portal or the Services, either electronically (for example, by sending push notifications), through phone calls, WhatsApp messenger application, email, or in writing through other modes.

Chirag reserves the right to close your Account and immediately collect all amounts due to Chirag or Financial Partners if you withdraw your consent to receive communications (through electronic or other means) or if you revoke access to any third-party site on which the Chirag / the Service relies or if any such service should revoke or cancel Your Account on that site.

Any electronic communications will be considered to be received by you within 24 (twenty-four) hours from the time we send it to your attention (such as via email, SMS, other online notification, WhatsApp messenger application). We will assume you have received any communications sent to you by postal mail, 3 (three) business days after we send it.

If we need to contact you in connection with the Services, you give express consent to us and our permitted assigns and third-party agents to communicate with you in any way, such as calling, texting, or e-mailing via:

- (a) A mobile phone or landline number you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours);
- (b) Any email address you provide to us or associated with your Account on the Portal;
- (c) Automated dialler systems and automatic telephone dialling systems;
- (d) Are-recorded or artificial voice messages and other forms of communications.

The accuracy, readability, clarity and promptness of the communications depend on various factors. Chirag will not be responsible for any non-delivery, delayed delivery or distortion of the communication in any way whatsoever.

You have no objection for sharing your name, mobile number, e-mail ID, PAN and /or such other information, with the Chirag, Financial Partner, their group companies and/ or its agents, representatives for providing you information on various products, offers and services provided by Chirag and/ or its group companies through any mode (including but not limited to telephone calls, SMS/e-mails, letters, notifications etc.).

Do Not Disturb (DND)

You express your intent to know and consent to receive, through telephonic calls, WhatsApp messenger application, SMS on your registered mobile number or any other alternate number of yours or any other communication mode, various offers, loan offers, loan promotional schemes or other services we may offer, now or in the future, and authorize Chirag and its employees, associates, third-party agents and other authorized service providers to provide you such information.

You agree and confirm that applicable laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") of the Telecom Regulatory Authority of India will not be applicable for such communication, calls, SMS or messages received from Chirag, its employees, associates, third-party agents and service providers. You expressly waive any preferences you have set under the NDNC Registry. This consent shall override any registration by you under DNC/NDNC.

Access to Your Account

You will be required to register an account on the Portal to effectively use and access the Portal and its complete features, and to avail the Services ("Your Account"). You are also responsible for maintaining the accuracy of the Information in Your Account.

You are responsible for maintaining the secrecy and security of the login credentials to Your Account, controlling the activities that occur in or through Your Account and for restricting access to your system or device to prevent unauthorized access to Your Account.

You agree to accept responsibility for all activities that occur in or from Your Account. You agree to establish reasonable security procedures and controls to limit access to the password or other identifying information of Your Account to unauthorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your Information. Your credentials include your username and password to Your Account and to any third-party account you have used to login to Your Account.

You agree to inform us immediately if you have any reason to believe that your login credentials have become known to anyone else, or if the password is being or is likely to be used in any unauthorized manner.

Chirag will not be liable for any breach of security or unauthorized use of Your Account.

Access to the Portal

The content on the Portal is for information purposes only. Chirag does not make any promises as to its completeness, timeliness or accuracy. The Information and materials contained in the Portal and in these Terms, are subject to change at the sole discretion of Chirag, without any notice or without any liability to you. Chirag will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (i)

planned downtime (of which Chirag will endeavour to give at least 4 hours' notice), or (ii) any unavailability caused by circumstances beyond Chirag's reasonable control.

While we will try our best to offer you uninterrupted access to the Portal and the Services, Chirag assumes no liability whatsoever for any monetary or other damage or loss suffered by you on account of the delay, failure, interruption or errors in the operation of the Portal.

The Customer support, whether in relation to the Portal or the Services, will be provided from 09 a.m. to 07 p.m. (Monday to Saturday, except on Sundays & public holidays).

If you choose to access the Portal from locations other than India, you will do so at your own risk and you would be solely liable and responsible for compliance with applicable local laws and regulations of such location. The mere fact that the Portal can be accessed through the internet by you in a country other than India will not be interpreted to imply that the laws of the said country govern these Terms or use of the Portal. We accept no liability whatsoever, indirect or consequential, for non-compliance with the laws of any country other than India.

Access to the Portal or the Services may be unavailable, delayed, limited or slowed, from time to time, due to the inherent nature of the internet and among other things also due to:

(a) Servers, networks, hardware failure (including your own computer or mobile), telecommunication lines and connections, and other electronic and mechanical equipment;

(b) Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;

(c) Overload of system capacities;

(d) Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters.

(e) interruption (whether partial or total) of power supplies or other utility service, strike or other stoppage (whether partial or total) of labour.

(f) governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or

(g) any other cause (whether similar or dissimilar to the above) beyond control of Chirag.

Links to other websites

Links to websites, applications, services or interface other than the Portal are provided solely as information on topics that may be useful to you in relation to the Services, and Chirag has no control over the content on such third-party websites.

Chirag makes no warranties concerning the content of such websites and/or applications, including the accuracy, completeness, reliability of said websites, nor does Chirag warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination.

If you choose to follow a link to a third-party websites and/or applications through the Portal, you must do so at your own risk and subject to all applicable laws and regulations. Once you are redirected to a non-Chirag website or application interface, the terms of use or service and privacy policies of such websites will apply to you. Please read them carefully before accessing or interacting with such websites, in any way. Chirag does not guarantee the authenticity of documents on the Internet or on such third-party websites.

Links to such websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites.

Conduct on the Portal

By using the Portal or Services, you agree to comply with the following conditions at all times:

- (a) you agree to make use of the Portal for lawful purposes without infringing the rights or restricting the use of the Portal by any third party;
- (b) you will not use the Portal for any unlawful or immoral purpose, or engage in any in any unlawful acts or activities that are in violation of, or are contrary to any applicable law or the Terms
- (c) you will not solicit others to perform or participate in any unlawful acts
- (d) you will not provide false, inaccurate, deceptive or misleading Information
- (e) you will not provide Information belonging to any person other than yourself, unless required expressly under the Terms or for provision of Services
- (f) you will not attempt to collect or track the personal information of others
- (g) you will not use or attempt to access an account that belongs to another person for yourself or on behalf of another person
- (h) You agree not to create multiple accounts, or fraud or fake accounts, with false Information or false identity;
- (i) You will not use any device, software, routine, file or other tool or technology, which includes any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage, interfere with or affect functionality or operation of the Portal or the Services, to surreptitiously intercept or expropriate any system, data or Information in connection with the Services or as hosted / available on the Portal, or to effect the operation of any other websites or the internet;
- (j) You will not breach these Terms or any other terms or policy that you have agreed to;
- (k) You will not commit unauthorized use of the Portal and its systems, including but not limited to unauthorized entry into Chirag's systems, misuse of passwords, misuse of any information posted to a site, or interfere with or circumvent the security features of the Portal or any related website, other websites, or the internet;
- (l) You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure associated with the Portal or the Services, including but not

limited to denial-of-service attacks, “spam” or any other such unsolicited overload technique; or

(m) You will not, or attempt to, modify, adapt, translate or reverse engineer any part of the Portal or re-format or frame any portion of the pages of the Portal.

On the Portal, you will not upload, display, share, host, publish or transmit any Information that.

(a) Belongs to another person and to which you do not have a right to such Information.

(b) Is harmful, offensive, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, racially or ethnically.

objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence; or unlawfully threatening or unlawfully harassing including but not limited to ‘indecent representation of women’ within the meaning of the Indecent Representation of Women (Prohibition) Act 1986

(c) Infringes any patent, trademark, copyright or any other proprietary rights;

(d) Harms minors in any way;

(e) Any commercial material or content (including solicitation of funds, advertising, or marketing of any good or services)

(f) Information that deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and untrue or misleading in nature;

(g) Impersonates another person;

(h) Information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

(i) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or

(j) Violates any law for the time being in force in India.

You acknowledge and agree that Chirag is entitled to remove any Information on the Portal that is in contravention of these Terms or Applicable law.

Proprietary rights

Portal: As between Chirag and Customer, all rights, title and interest in the Portal and any other materials furnished or made available on the Portal, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer

regarding the Portal, including all Intellectual Property Rights (defined below) in each of the foregoing, belong to and are retained solely by Chirag and its licensors and providers (as applicable).

Feedback: Customers do and will irrevocably assign to Chirag all evaluations, ideas, feedback and suggestions made by Customer to Chirag regarding the Portal (collectively, "Feedback") and all Intellectual Property Rights in the Feedback, on a worldwide, unconditional, royalty-free, irrevocable and perpetual basis. Where the foregoing assignment is prohibited by law, Customer grants Chirag an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback, as Chirag may determine in its sole discretion. Customer waives

and agrees never to assert any rights that by applicable law cannot be assigned / transferred including personal rights or moral rights relating to any Feedback, against Chirag.

Customer data: As between Chirag and Customer, all right, title and interest in: (i) the Information, (ii) other information input into the Portal by Customer or its authorized users ("Other Information"), and (iii) all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by the Customer. Information and Other Information are collectively referred to as "Customer Information". Customer grants to Chirag a limited, non-exclusive, sub-licensable, royalty-free, worldwide license to use and transfer the Customer Information as per the Terms and Conditions, and the Privacy Policy, and to perform all acts with respect to the Customer Information, as may be necessary for Chirag to operate, maintain and improve the Portal or provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics (defined below). Customer is solely responsible for the accuracy, quality, veracity, integrity, legality, reliability, and appropriateness of all Customer Information. To the extent that receipt of the Customer Information requires Chirag to utilize any account information from a third-party service provider, Customer will be responsible for obtaining and providing relevant account information. Chirag agrees to access and use the Customer Information solely for Customer's benefit and as set forth in these Terms or the Privacy Policy.

Aggregated statistics: Notwithstanding anything else in these Terms, Chirag may monitor Customer's (including the authorized users) use of the Portal and the Services and use data and information related to such use and Customer Information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Portal and the Services ("Aggregated Statistics"). As between Chirag and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Chirag. The Customer acknowledges that Chirag will be compiling Aggregated Statistics based on Customer Information and information provided by other customers into the Portal. The Customer agrees that Chirag may: (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer.

The term "Intellectual Property Rights" means all intellectual property rights or similar proprietary rights, including: (i) patent rights and utility models, (ii) copyrights and database

rights including moral rights, (iii) trademarks, trade names, domain names and trade dress and the associated goodwill, (iv) trade secrets, and (v) industrial design rights; and for each of the foregoing includes any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

Indemnity

You, at your expense, without limitation, will defend, indemnify and hold harmless, Chirag, its affiliates, licensees and its officers, directors, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, damages, losses, costs and expenses, including attorneys' fees and costs, arising from or relating to: (i) your use or misuse of the Portal or Services; (ii) any claims from any third-party as a result of or in connection with your use of the Portal or the Services; (iii) any violation by you of the Terms; (iii) improper or fraudulent Information provided by you or misuse of the

information; (iv) incorrect information that belongs to an unrelated third party provided by you; (v) copyright infringement, defamation, invasion of privacy, trademark infringement or the Privacy Policy; (vi) any breach of the representations, warranties, and covenants made by you; or (vii) any acts or omissions of the Indemnified Parties, in accordance with or pursuant to any instruction given by You or on Your behalf, including through electronic means.

Chirag reserves the right, at your expense, without limitation, to assume the exclusive defence and control of any matter for which you are required to indemnify Chirag, including rights to settle, and you agree to cooperate with Chirag for such defence and settlement. Chirag will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. The Customer may, at its own expense, engage separate counsel to advise customer regarding a claim and to participate in the defence of the claim, subject to Chirag's right to control the defence and settlement.

Chirag's disclaimers and limitation of liabilities.

You undertake that you will carefully read the Chirag disclaimers and will strictly comply with it.

Your use of the Portal will be at your sole risk. The Portal is provided on an "as is" and "as available" basis.

You agree that Chirag, its affiliates and their respective directors, officers, employees, agents and representatives will in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses, even if we could have foreseen the same, or any loss of revenue or profits arising under, relating to or resulting from:

- (a) your access to the Portal and availing the Services;
- (b) your violation of the Terms (including the Privacy Policy);
- (c) your violation of any third-party rights, including Intellectual Property Rights of any third-party;
- (d) use or inability to use the Portal or Service;

(e) any claims from any third parties resulting from or in connection with your use of the Portal or the Services; or

(f) any data, information or Services purchased or obtained or messages received or transactions entered into, through or from the Portal.

Chirag makes no warranty that:

(a) Portal or Services will meet your requirements;

(b) Portal will be uninterrupted, timely, secure, or error-free;

(c) results that may be obtained from the use of the Portal will be accurate or reliable; or

(d) quality of Services purchased by you or Information obtained by you through the Portal will meet your requirements or expectations.

Although Chirag adopts security measures it considers appropriate for the offer of its Services, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access to Your Account. Chirag will not be responsible or liable if any unauthorized person hacks into or gains access to Your Account.

Chirag will not be liable to you for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including as a result of loss of data, interruption or stoppage to your access to or use of the Portal or Services, hacking or unauthorized access to the Portal or Services.

Any material / Information downloaded or otherwise obtained through the use of the Portal or the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or Information, whether oral or written, obtained by you from Chirag or through or from the use of Services or the Portal will create any warranty and Chirag will have no liability in this respect.

Chirag's sole obligation and your sole and exclusive remedy in the event of interruption in Services or loss of use or access to Services, will be to use all reasonable endeavours to restore the Services.

Chirag's obligations under these Terms are subject to following limitations:

(a) messages that originate from you are deemed to be authorized by you and Chirag will not be required to check its veracity and Chirag will not be liable for processing such messages;

(b) Chirag will not be responsible for the security of data residing on the server of any third party or on the server of a customer (i.e. you in the present instance) or a third party designated by you (e.g., a host); and

(c) Chirag will have no liability for any failure or delay in performing its obligations under these Terms if such failure or delay: (i) results from actions taken by Chirag in reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on accounts; or (ii) is caused by circumstances beyond Chirag's control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet

disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of force majeure event.

Chirag does not make, and hereby disclaims, any and all other express, statutory and implied representations and warranties, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, title, quality, suitability, operability, condition, system integration, non-interference, workmanship, truth, accuracy (of any data or information), absence of defects.

Miscellaneous

Grievance Redressal: Any complaint, dispute or grievance in relation to the Portal should be addressed to Chirag, in accordance with Chirag's grievance redressal policy ("Grievance Redressal Policy"). Such complaint, dispute or grievance will be handled as per Grievance Redressal Policy. The name and contact details of the Principal Nodal officer of Chirag is provided herein below:

Name: Tapas Maity

Email ID: compliance@chiragfinance.com

Address: 441, Canal Street, Kolkata-700048

Grievance Redressal Policy

Governing law and disputes resolution.

- (a) These Terms will be governed by and construed in accordance with Indian laws;
- (b) If a dispute arises between you and Chirag, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute, we encourage you to first contact Chirag at: customercare@chiragfinance.com to try resolving your problem directly with us; and
- (c) If the parties are unable to resolve any dispute amicably, then the dispute will be subject to the exclusive jurisdiction of the courts in Pune, Maharashtra, India.

Changes to these Terms: Chirag may change these Terms from time to time. If Chirag makes any changes to these Terms that it deems to be material, Chirag will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Terms posted to the Portal from time to time to see if it has been changed. The updated version of these Terms will supersede the current version and such updated version will be immediately effective upon being posted on the Portal. The continued use of the Portal following the notification of modification of the Terms or after being updated on the Portal will be construed to mean the acceptance of the said modified Terms.

Transferability: These Terms, or any right or interest herein, will not be assignable or transferable by you without the prior written consent of Chirag. Rights and obligations of Chirag under these Terms are freely assignable to any affiliates of Chirag, and / or in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Entirety of the Terms: These Terms makes up the entire Terms between Chirag and you regarding the subject matter hereof and supersede any prior Terms.

Severability: If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect.

No Waiver: If Chirag fails to enforce any part of these Terms, it will not be considered a waiver.

Conflict: In case of any conflict between the General Terms of Use and the Terms of Service, the Terms of Service will control and prevail. In case of any conflict between these Terms and the Loan Terms, the Loan Terms will control and prevail.

B. Terms of Service: Loans and Financing Facility by Lenders

Terms.

In addition to the General Terms of Use, the Terms of Service, along with any other agreements or documents executed / accepted by you, apply to you (including to your nominee or any person acting on your behalf or your co-applicant (if any)) for availing the Services from Chirag.

Services.

Chirag and/or its Financial Partner may provide the following facilities and services to you on or through the Portal ("Services"):

- (a) Collect information and documents required to undertake your KYC and underwriting, and assess your credit worthiness. for the purpose of availing a credit facility or loan from us and/or Financial Partners;
- (b) Sanction a credit facility or loan ("Loan") to you either through us and/or our Financial Partners at its sole direction as per the terms of the Loan documents ("Loan Terms").;
- (c) Disburse the amount of Loan sanctioned to you to your designated bank account, in accordance with these Terms and the Loan Terms;
- (d) Provide the details of Loan availed along with the repayments (including the principal and interest) for such Loan, on the Portal;
- (e) Provide or enable methods (including electronic payment methods) to you for repayment of the Loan availed by you;
- (f) Engage in collection of the Loan repayment amounts in accordance with applicable laws or the Loan Terms;
- (g) Provide customer support to you in relation to the Services, including providing the facility for you to raise grievances, complaints or provide feedback, in relation to the Services; and
- (h) Provide any ancillary or support services to enable you avail the Services or in relation to the Loan.

Some of the above Services may be facilitated or undertaken by us through our lending service provider/s.

Chirag and its Financial Partners reserve the right, exercisable as and when it deems fit and at its sole discretion, to modify, or to add new or remove existing, functionalities, processes or mechanisms, in relation to the Services.

Chirag and its Financial Partners will be enabling and providing the Services, including providing the Loan through the Portal, in accordance with the applicable laws, including the Guidelines on Digital Lending issued by the RBI.

The details and information of the Loan and otherwise in relation to the Services will be displayed on the Portal and you are requested to check the Portal regularly for such details and information.

Fees.

If you use the Services, non-refundable service charges or fee may be levied on you, details of which will be communicated to you in the Loan Terms made available on the Portal.

Additional charges may also be applicable and levied based on the method of payment chosen by you for repayment of the Loan. Such charges (if any) will be intimated to you, prior to you making the repayment.

You are also responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, call services, data services, and any other fees that your phone service provider may charge.

All fees and charges applicable to or associated with the Loan will be disclosed to you under the KFS (defined below).

Submission of Information and documents.

You agree that you will be required to undergo the KYC verification as a mandatory step, in order to avail the Services, including for availing the Loan, in terms of the applicable laws (specifically, KYC Directions issued by the RBI).

At the time of registration or applying for the Loan, you understand that it is critical for Chirag and its Financial Partners to ensure that the applicant Customer is the person who he / she claims to be. This is to prevent fraudsters from using the name, address and forged signature of others for doing fraudulent transactions, etc. For this purpose, the Chirag requires the Customer to submit information, details and documents according to his / her profile in Your Account.

You will be asked to choose the Profile applicable to you from amongst salaried, student or self-employed ("Your Profile"), unless available in Your Account. The details of Your Profile will be updated in Your Account, based on the choice made by you.

We will initiate the process for identity and KYC verification and assessment of credit worthiness. You agree that the processes and information that we seek from you may vary from the input provided by you under Your Profile.

If you opt for offline know your customer verification ("OKYC"), then you hereby voluntarily consent to share/obtain the XML file containing your information to Chirag and its Financial Partners, for the purpose of establishing your identity and verification of the same under any applicable law, as may be amended from time to time.

Pursuant to the same, you hereby agree and acknowledge that:

(a) your XML file containing details will be used for KYC (Know Your Customer) identification, verification and due diligence purpose only, as required under Applicable Law for availing loan facility from Chirag and its Financial Partners.

(b) to share the share code or confirm on the auto populated share code, as the case may be, for successful XML file download and upload as contemplated under Applicable Law to complete the verification process.

You hereby acknowledge that the records and audit trail of the KYC verification mode opted, may be used by Chirag for evidentiary purposes and further understands and acknowledges that the records and audit trail of such verification process may be used by Chirag for evidentiary purposes, including but not limited for submission before courts/tribunals/mediators/arbitrators or to any statutory or regulatory authority and you hereby expressly consent to the same.

You are also required to click a selfie which will be uploaded in your application for the Loan. You will be provided the functionality to click your picture in the Portal. You will be required to provide the Portal with access to the camera in your device.

For KYC purposes, you hereby provide express consent to Chirag for (a) collection, storage and usage of your Aadhaar number; (b) verifying/authenticating your Aadhaar number; and (c) updating your Aadhaar number(s); in accordance with the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (and regulations made thereunder). Please note that your Aadhaar number shall not be disclosed to any third party except authorised service providers without your express consent unless Chirag determines, in its sole discretion that the disclosure of such information is necessary in accordance with applicable law. Please note that collection of Aadhaar number is solely for the purpose of provision of the Services and is not mandatory document/information for availing our Services unless mandatory required under any applicable law. In the absence of Aadhaar, you need to submit other documents as stipulated under KYC Directions.

You must digitally accept the Terms and the Loan Terms. By electronically clicking of "I agree" or any other like button on the Portal, you will be deemed to have agreed to the Terms and the Loan Terms.

You agree to submit any documents or Information and accept / agree to any documents or terms (including the Loan Terms), as may be required by Chirag and the Financial Partners from time to time, in relation to the Services or the Loan, in the form and manner required by Chirag and the Financial Partner, whether through the Portal or through any other medium it deems fit.

Chirag and the Financial Partners reserve the sole right and discretion to determine if the application made by you for their respective Loan is complete as well as to accept or reject the application, without any notice or liability to you.

Chirag and the Financial Partner may, in its sole discretion and at any time, seek any additional information or documents from you in connection with your application for the Loan or otherwise for you availing the Services.

Verification

Chirag and the Financial Partners will make a verification, assessment and examination of the information and documents. Chirag and the Financial Partner may undertake the verification in any manner it deems fit, provided it is in accordance with applicable laws (including the KYC Directions).

In addition to the details furnished by you, you authorize and consent for Chirag and/or the Financial Partner to verify, obtain or download your KYC details from the Central Know Your Customer Records Registry ("CKYC-R") operated and maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India under authorisation from the Government of India. Further you authorize the Chirag and/or the Financial Partner to verify/check/obtain/download your KYC details from the CKYC records registry (i) by verifying such details through CKYC number (i.e KYC identifier number ("KIN") provided by You or (ii) by obtaining such CKYC number/KIN, through details made available by you. You further declare that the data/ information on the CKYC-R is updated and has not been subjected to any change, as on the date of making the request for Loan from Chirag and/or the Financial Partner

Once the verification, underwriting and credit worthiness check is complete, Chirag and/or its Financial Partner will estimate the amount that you can / are qualified to borrow from Chirag and/or its Financial Partner ("Purchase Power"). The amount estimated as Purchase Power is only an estimation of the amount that you may qualify to borrow in the future, subject to real-time underwriting at the time of sanction of the Loan. The amount identified as Purchase Power for you is not a revolving credit limit sanctioned to you or any assurance that Chirag and/or Financial Partner will sanction a Loan equivalent to or up to the amount identified as Purchase Power. It is also clarified that the amount identified as Purchase Power is specific to you alone and is also dynamic and subject to modification over time.

Chirag and its Financial Partners reserve the sole right and discretion to modify the process and mechanism of the verification, assessment and examination of the information and documents, including for the purposes of KYC verification or underwriting, without any notice or liability to you.

You hereby explicitly authorise Chirag to share any/all details provided by you or available in relation to you with Financing Partners for enabling your assessment/verification by the Financing Partners.

Disbursal of Loan

Once your application is approved, you will be eligible to avail or drawdown the Loan, in accordance with the Terms, Loan Terms and any other terms and conditions as notified to you on the Portal or under Your Account.

On receiving a request to avail or drawdown the Loan on a transaction being made by you and post approval loan amount will be disbursed into your bank account (held by you with a bank in India), as notified by you for the purposes of the disbursals.

If you receive any wrong credit of funds in your bank account or the funds received by you do not belong to you, you must immediately report to us, at: :

customer@chiragfinance.com Also, you will immediately return the funds so received to Chirag / Lenders, as may be directed by Chirag.

Key Fact Statement and disclosures

The Loan Terms and the details of the Loan along with all necessary information of the Loan, such as the all-inclusive cost of the Loans (i.e., Annual Percentage Rate) that includes all fees and charges payable by you in relation to the Loan, the recovery mechanism, the cooling-off / look-up period, etc., will be made available to you under the Key Fact Statement ("KFS"), if applicable, on the Portal.

In the event, you believe there is a discrepancy in the KFS, you must report the same immediately to us for our consideration, along with all relevant details and documents evidencing the discrepancy and the accurate position.

Credit investigation and reporting

You explicitly consent and authorize Chirag and/or Financial Partner as your authorised representative to receive or obtain your credit information report, including Credit Score ("Credit Information") from: (i) CRIF High Mark Credit Information Services Pvt Ltd. ("CRIF High Mark"), (ii) TransUnion CIBIL Limited ("TransUnion"), (iii) Experian Credit Information Company of India Private Limited (iv) Equifax Credit Information Services Private Limited, and (v) such other credit information company, as Chirag and/or Financial Partner determines, in accordance with the applicable laws.

You understand and agree that Chirag will obtain the Credit Information and may share the same with the Financial Partners for the purpose of: (i) determining your credit score, (ii) evaluating your credit worthiness, (iii) undertaking a credit assessment, (iv) undertaking an assessment on the amount of the Loan to be sanctioned to you, (v) opening on an account for the purposes of the Loan, or (vi) any other purpose related to the foregoing.

The Credit Information shall be used for the limited purpose mentioned in clause 8.2 and we shall not aggregate, retain, store, copy, reproduce, republish, upload, post, transmit, sell or rent the Credit Information to any other person and the same cannot be copied or reproduced other than as agreed herein and in furtherance to Credit Information Companies (Regulation) Act, 2005 read with the Credit Information Companies Rules, 2006 and the Credit Information Companies Regulations, 2006, including any other rules and regulations prescribed thereunder.

You hereby acknowledge and agree and provide your consent, to Chirag to make soft enquiry/trigger soft pull from Credit Information Companies from time to time.

You also acknowledge and agree that you will not raise any claim or hold the credit information companies or Chirag liable in relation to your Credit Information.

You understand that you have the option to opt-out from the foregoing in relation to Chirag and/or Financial Partner seeking your Credit Information. However, if you opt-out, Chirag and/or Financial Partner may not be able to sanction / provide the Loan or provide the Services.

Repayment and foreclosure

Chirag will make or will cause to be made various eligible electronic payment methods available on the Portal for you to make repayment of the Loan. These will be made available by Chirag on the Portal through contractual arrangements that Chirag has with various third parties. You may be redirected to a third-party website to complete the repayment. Neither Chirag makes any representation nor assumes any responsibility in relation to any payment instrument made available on the Portal.

Chirag will not be responsible for any failure to make the payment or any fraud, whether at the payment aggregator's end or bank's end) or failure of telecommunication network, that occurs at the time of making the payment.

If you fail to make any repayments to Lenders in accordance with the Terms, Loan Terms or KFS, Chirag may engage, whether directly or indirectly through its subsidiary, affiliates or third-party agents, in collection or recovery efforts to recover the amounts from you, without prejudice to any other legal or regulatory remedies available to Chirag under applicable laws. The details of the third-party agents or service providers used by Chirag for collection or recovery will be notified to you, from time to time.

You agree and authorize Chirag to send you payment reminders from time-to- time.

The terms of foreclosure of the Loan will be made available on the Portal or in the Loan Terms.

Additional indemnity

In addition to your indemnity set-out under the General Terms of Use, you, at your expense, will additionally also defend, indemnify and hold harmless, Chirag, its affiliates, licensees and its officers, directors, agents and employees from and against all claims, demands, damages, losses, costs and expenses, including attorneys' fees and costs, arising from or relating to: (i) any violation by you of the Loan Terms; (ii) any delay or default in making repayments of the Loan provided to you; or (iii) any incorrect or fraudulent Information provided by you to avail the Loan.

All other terms of indemnity set out under the General Terms of Use also apply to the foregoing.

Additional covenants

You hereby agree and confirm that your annual household income, that is to say, the annual income of your family unit, (i.e., husband/ wife, and unmarried children, is more than Rs. 3,00,000/- (Rupees Three Lakhs Only) and therefore, you are borrowing under the present Loan facility does not qualify to be treated as a Microfinance Loan under the Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022. You further represent that the aforesaid information and details provided are true, correct and that you have not concealed any information therefrom.

You confirm and agree that the amount of the Loan will be utilised for legitimate purposes only, and the amount used for repayments of the Loan will be from legitimate sources only. You also confirm and agree that the transactions with Chirag are not for the purpose of

contravention / violation of applicable laws or the evasion of any requirement applicable to you under the applicable laws (including prevention of money laundering laws).

You release Chirag, its affiliates, licensees and its officers, directors, agents and employees, from all responsibility and liability for any loss, damage, claim, demand or liability in any form, in relation to: (i) any unauthorised use of the Loan provided to you by Chirag; (ii) Chirag acting in good faith on any instructions received from or on behalf of you or which Chirag (in good faith) believes to be from you; or (iii) error, delay, default or inability of Chirag to act any of your instructions, including disbursement of the Loan.

Chirag may receive additional Information about you, such as Information to help detect fraud and safety issues, from third-party service providers or partners.

Grievance redressal

Any complaint, dispute or grievance in relation to the Services or the Loan should be addressed to Chirag, in accordance with the Chirag's Grievance Redressal Policy.

Such complaint, dispute or grievance will be handled and addressed as expeditiously as possible, in accordance with the Chirag's Grievance Redressal Policy, subject to applicable laws.