

# TERMS AND CONDITIONS

## NOTICE

Grant of Loan is expressly conditioned on User's assent to these Terms and Conditions ("T&C"). Any acceptance of Partner's loan facility is expressly limited to these T&C. No document uploaded or document solely signed by User shall modify these T&C.

We reserve the right to change the T&C at any time without notice posting changes on our Website and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Website.

If the visitor to Care.fi is a minor i.e. under the age of 18 years, he/she shall not transact or use Services of Care.fi. As a minor, if a visitor wishes to use or transact on Care.fi, such use or transaction may be made only by their parents/ legal guardian who must acknowledge and agree to this T&C. All monetary transactions shall be made by the parents/ legal guardians themselves. The parents/ legal guardians shall be financially responsible for access and use of Services and for repayments of Loan availed by their children below 18 years of age. We reserve the right to terminate any loan application in the event of breach of any of the T&C as are set out herein.

These T&C are to be read and understood in conjunction with the KYC Policy, Privacy Policy and Fair Practice Code and any other policy as may be displayed on the Website from time to time.

## OVERVIEW

This Website is operated by **CARE.FI TECHNOLOGICAL SOLUTIONS PRIVATE LIMITED** i.e. <https://www.carefi.in/> ('Website'). These terms of use, together with applicable additional terms and conditions, are referred to as "T&C". Care.fi operates this Website to provide online access to information about Care.fi and the products, services, and opportunities we provide at Care.fi ('Services'). Please read these T&C carefully before you use the Services. If you do not agree to these T&C, you may not use the Services. By using the Website, you signify your acceptance to the T&C which takes effect immediately upon your use the Services, and create a legally binding arrangement to abide by the same. As used herein, "User" shall mean anyone who uses or accesses the App on any computer, mobile phone, tablet, console or other device (collectively, "Device") and/or avails the Services.

Throughout the site, the terms "Care.fi", "we", "us" or "our" refer to **CARE.FI TECHNOLOGICAL SOLUTIONS PRIVATE LIMITED**.

## GENERAL CONDITIONS

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## PRODUCTS OR SERVICES

Through the Services, you may apply for the loan, subject to the fulfilment of the eligibility criteria laid down on the Website or anywhere else. You understand that the Company has been appointed by non-banking financial company OR Banks ("**Partners**") to collect, authenticate, track your location, verify and confirm the user data, documents and details as may be required by Partner to sanction the loan.

Care.fi shall endeavour to find a Partner best suited for your requirements. You understand that you have agreed to avail credit/loan facility with the Partner ("**Facility Agreement**"), in order to enable you to purchase various products/services utilizing the funds made available to you by the Partner. Care.fi shall facilitate the execution of the Facility Agreement. While Care.fi shall make reasonable efforts to ensure that you find a suitable Partner, Care.fi does not guarantee that such Partners shall meet your requirements or expectations.

Partner will determine and approve the credit limit sanctioned to you, details of which shall be made available on you. Subject to this credit limit, the Partner may, at its sole discretion, allow disbursements, by confirming the disbursal amount and other terms and conditions of the disbursal (as determined by the Partner) as set out in the Facility Agreement.

Care.fi shall provide the following facilities to you:

To facilitate the credit facility from the Partner and enable the execution of Facility Agreement with such Partner in this regard;

To facilitate collection of equated monthly instalment (as determined by the Partner), (either directly or its affiliates or through third party service providers) from you in order to forward it to the Partner in relation to the credit facility you have obtained; and

To create and maintain your Account in connection with the Services, in online or offline mode.

Care.fi reserves the right, without any prior notice to: (i) add new services; (ii) modify existing Services; and/or (iii) remove portions of the Services, as and when it deems fit and at its sole discretion.

## **REPRESENTATIONS, WARRANTIES AND UNDERTAKING**

The information and data contained on the Website do 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.

All information provided by you to Care.fi is accurate, correct and true.

You acknowledge and agree that Care.fi is entitled to remove any/all the information on the Website that is in contravention of these T&Cs.

You hereby authorize Care.fi, to make any enquiries with any other finance company/bank/registered credit bureau regarding your credit history with them, in connection with the Services under these T&Cs.

You agree to not engage in any activities pertaining to the Services that are contrary to any applicable law or regulation or the terms of any agreements you may have with Care.fi and/or the Partner.

You agree not to (i) create multiple Accounts or fake Accounts; (ii) create Accounts fraudulently; and/or (iii) use the App for any unlawful or immoral purpose.

You understand that Care.fi does not provide any warranties for its Services and shall not be made liable for any claims made by you or any third party. In this regard, you undertake to accept and be solely liable for the Services availed by you from Care.fi. You further undertake to indemnify and hold harmless Care.fi, its affiliates and their respective directors, officers, employees, agents and representatives against all damages suffered or losses incurred by Care.fi arising due to any act, omission or claim initiated by you or any third party in relation to the Services availed by you or in case of breach of these T&Cs or any warranty by you.

## **DELAYS IN PROCESSING**

You understand that there might be inadvertent delays while the Services are being rendered to you, including but not limited to, at the time of making a purchase or making payment to the merchant. Please note that any transaction may be cancelled till the time it is confirmed by Care.fi.

## **COLLECTION**

You agree to:

Allow Care.fi (or its third-party service providers), on behalf of the Partner, to send you payment reminders from time-to-time;

Allow Care.fi (or its third-party service providers), on behalf of the Partner, to engage in collection efforts to recover amounts that you failed to pay to Care.fi or the Partners, pursuant to these (i) T&Cs; and/or (ii) terms and conditions of the Partner. These collection efforts may involve, inter alia, contacting either you directly or any other contact details provided by you at the time of creation of Account, submitting your information to a collection agency, or taking legal action.

## **COLLECTION OF INFORMATION**

In the course of availing Services, you authorize Care.fi, directly or through third parties, to make any inquiries, we consider necessary to validate your identity and to collect information about you in accordance with these T&Cs and with our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. You may also be required to provide documents to help us validate your identity. In the event Care.fi is unable to obtain or verify your information, Care.fi reserves the right to close, suspend, or limit access to your Account and/or the Services rendered. By availing the Services, you also consent to enable Care.fi to validate your identity and to collect information about you in accordance with these T&Cs and our Privacy Policy.

You also provide your consent to Care.fi to use and share the information provided by you in connection with the Services. You also agree and consent to Care.fi to assess the information, based on your usage of the App.

You will be required to provide such documents as required by us.

You agree to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your account information in the course of availing Services. You further agree to keep your Account information up to date and accurate.

The responsibility of providing correct information, details, including the contact information, amount, the bank account details etc. lies solely with you. Care.fi shall not be responsible to verify the accuracy of the information/ details provided by you. In the event of any changes in the details or

information provided by you initially, you must inform Care.fi of such changes within a reasonable period of time. If any incorrect bank account number is provided by you, any amount may be deposited /credited to the wrong bank account and there is no guarantee of

recovery of the same. Care.fi will not be responsible for any loss or damage that may be sustained by you on account of such error on your part.

## **INDEMNITY**

You agree to indemnify and hold us and our affiliates, successors and assigns, officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the Services and / or any violation of this T&C. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Website and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

## **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THIS WEBSITE'S FUNCTIONS AND FEATURES OR FOR INTERRUPTIONS, DELAY, ETC., EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING FROM THE COST OF GETTING SUBSTITUTE FACILITIES ON THE WEBSITE, ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANYONE ON THE WEBSITE, OR INABILITY TO USE THE WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE THE FUNCTIONS AND FEATURES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS CLAUSE SHALL SURVIVE IN PERPETUITY.**

## **INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You are prohibited from using any of the marks or logos appearing throughout the Website without permission from the trademark owner, except as permitted by applicable law. You must not modify or use any illustrations, photographs, video or audio sequences or any graphics available on the Website separately from any accompanying text.

You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print, copy or download any part of the Website in breach of these T&C, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. and any other intellectual property rights of any nature in the App.

## **THIRD-PARTY LINKS**

Certain content, products and services available via our Services may include materials from third- parties.

Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third- party products should be directed to the third-party.

## **PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy.

## **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

## **SEVERABILITY**

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining T&C shall survive, remain in full force and effect and continue to be binding and enforceable.

## **NON-ASSIGNMENT**

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

## **INDEPENDENT CONTRACTOR**

Nothing contained in this T&C shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

## **NO THIRD-PARTY BENEFICIARIES**

User acknowledges and agrees that this Agreement shall in no event be construed as a third-party beneficiary contract, and that it is not intended for the benefit of any person or company whomsoever except the parties hereto.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

These T&C are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this website, shall be subject to the jurisdiction of the courts at Bangalore, India.