

PLEASE READ THESE TERMS AND CONDITIONS ("Terms") CAREFULLY. THESE TERMS FORM A LEGAL AGREEMENT BETWEEN FINAGG SERVICES PRIVATE LIMITED, AND YOU. BY CLICKING ON "I ACCEPT" OR "I AGREE" OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "I ACCEPT" OR "I AGREE" OR DOWNLOAD, INSTALL OR USE THE SERVICES.

DEFINITIONS:

"API" shall mean the application programming interface(s), any accompanying or related software development kits, tools, documents, or any content that may be specifically made available to the user thereof;

"Borrower" shall mean the Customer who availed the credit facility through the Platform.

"Company" or "we" or "FinAGG") shall mean Finagg Services Private Limited, a company incorporated under the Companies Act, 2013 having corporate identification number U62090DL2025PTC445334. FinAGG Perform as a LSP (Loan Services Platform) for LENDE

"Customer(s)" or "you" or "End-Users" shall mean any person who accesses, downloads, uses, views the Platform and the Services.

"LENDER" shall mean non-banking financial company or Banks with whom the Company has tied up for loan sanction, which would sanction, process and grant the Loan to the Customer(s), through the Platform.

"Loan" shall mean the loan that you may apply for through the Platform and which is sanctioned and granted by LENDER, subject to the applicable terms and conditions of the Loan Agreement.

"Loan Agreement" shall mean the loan agreement to be executed between LENDER and the Customer(s) for granting the Loan whether in physical or electronic form as may be applicable from time-to-time.

"Outstanding Amount(s)" shall mean the Loan, interests and charges due and payable by you to LENDER, on respective due date(s).

"Platform" shall mean the online platform/ application/ webpage owned and operated by the FinAGG Services and/or any of its associate and group company.

"Platform Provider" shall mean the Company and/or any of its associate/group company providing the Platform.

"Services" shall mean the services to act as lending service provider/ facilitator between the Customers and Lenders, to enable the granting, sanctioning, lending of short term loans, through the Platform by LENDER.

"Third Party Platforms" shall mean social networking platforms, such as Facebook, LinkedIn and other similar platforms.

"User Data" shall mean any data, information, documents or materials submitted with the Company prior to or during the use of the Services.

“Website” shall mean www.finagg.in, managed and operated by the Company for the provision of Services.

Services For Supply Chain Financing (SCF)

1. For the purposes of this clause, "you" shall include master anchors, anchors and dealers registered on the Platform. The Company is offering the SCF program through the Lenders who shall be its financing partners, listed on following link

<https://www.finagg.in/dlg>

When anchor or dealer applies for or avail any SCF Services on our Platform, we may require submission of certain documents to verify the organisation and the owner. We may also require the dealer and anchor as well as their owner to submit KYC documents. We may also require anchor/dealer to provide net banking details and/or give us access to their bank account statements. We may receive the personal information of the owner such as name, gender, date of birth, address, phone number etc., pursuant to such KYC verification and you hereby consent to the same. The User Data procured from you shall be taken on behalf of the financing partners, the Company neither user nor store these information's beyond the time required to transport or process

2. As a part of the SCF Service provided, the Company may collect credit information of the anchor/dealer or their owners, which is maintained by various authorized CICs in India and which we obtain from such CICs on their behalf with User Consent. As an additional step they may be directed to upload registered mobile number for the Credit Information and accept the terms and conditions.
3. The participation of a dealer in the SCF program shall be conditional on the recommendation provided by the anchor in certain cases. The anchor/dealer should not be part of any other supply chain program(s) being supported by anchor to avoid multiple financing of the single supply chain invoices. The drawdown for a dealer shall be based on list of invoices raised by anchor of the dealer.
4. The anchor uploads invoices in SCF portal which will reflect against corresponding dealer. All invoices shall then be shared with the relevant Lender as determined by the Company for financing. In the event of Lender approving the financing, which may be done at its sole discretion, the Lender shall disburse the loan amount to anchor's/dealer's bank account.
5. The dealer shall be entitled to avail the financing facility under the SCF program solely for financing the dealer's purchase of products from the relevant anchor as approved by master anchor (if any) and not of any other entity.
6. Upon the Lender approving the facility, the Lenders and dealer shall enter into financing facility agreements to capture the terms of grant of financing facility and the dealer shall repay the amounts in accordance with the financing facility agreement directly to the Lender. The dealer shall execute appropriate documents as required by FinAGG for enabling such flow of funds.

7. The anchor shall also share with FinAGG all other relevant information pertaining to the dealer for ascertaining the grant of financial facility, as permitted by Applicable Laws. FinAGG shall be entitled to share such information with the Lenders on the Platform for the purpose of granting financing facility and providing Platform Services and in connection therewith, may use, retain, process, analyse, reproduce, transmit, distribute, create derivative works out of the dealer information subject to the Applicable Laws.
8. The provision of the facility to the Borrower is at the discretion of Lender, and the Lender reserves the right to reject (exercisable in its discretion) the facility to a Borrower, with or without any notice or reason and without any liability. In the event the lender rejects the grant of any facility to the Borrower, the Borrower shall be required to immediately make the relevant payment to the Lender. The anchor shall directly pursue with the dealer to recover any outstanding payment from the dealer. In the event of rejection of grant of any facility by a Lender or default of facility by dealer for any reason whatsoever, FinAGG shall not be liable to make any payment to the anchor, regardless of whether the goods and/or services have been provided to the dealer or not.
9. FinAGG may disclose to any Person, in part or whole of the dealer/anchor information (or any modification thereof) (i) if it is required or permitted to do so by law, any governmental authority, any court order, decree or award; (ii) in order to protect against or prevent actual or potential fraud or unauthorized transactions; (iii) in order to investigate any fraud that has already taken place; or (iv) if it is required to do so under any agreement entered into by FinAGG with any Lenders.
10. You understand that the Company has been appointed by LENDER to collect, authenticate, track your location, verify and confirm the User Data, documents and details as may be required by LENDER to sanction the Loan. LENDER authorizes the Company to collect through the Platform. In order to avail the Services, you are required to register with the Company by logging in through your Third Party Platforms ("User Account"). During the Application process, you shall be required to share and upload the User Data on the Platform. However, User Data shall be provided to the LENDER and shall not be use or store by the Company or Platform Provider
11. User Data shall include personal information including but not limited to your name, e-mail address, gender, date of birth, mobile number, passwords, photograph, mobile phone information including contact numbers, SMS and browsing history, data and login-in credentials of Third Party Platforms, financial information such as bank documents, salary slips, bank statements, PAN card, bank account no., , data required for Know Your Customer compliances, requirement and other relevant details ("Personal Information"). You agree that the Personal Information shall always be accurate, correct and complete. As part of the Services, you authorize us to import your details and Personal Information dispersed over Third Party Platforms. You understand and acknowledge that we may periodically request for updates on such Personal Information and we may receive such updated information from Third Party Platforms to facilitate the Lender.
12. All transactions undertaken on your behalf by the Company will be on the basis of your express instructions/consent and will be strictly on a non-discretionary basis. You also authorise the Company to get your credit information report from one or more Credit Information Companies as decided by the Company/ Lender from time to time. Once you

verify and upload the User Data and/or other documents and details in the Mobile Application Form, the Company shall process the same. Upon the completion of the document verification by the the LENDER or as per their authroisation by the Company, the Loan may be sanctioned by LENDER to you, subject to fitting eligibility criteria and other conditions set forth by LENDER for sanctioning the Loan. Thereafter, you are required to fill and upload the ECS/NACH mandate form/Cheque or any other document as may be required by LENDER. As per instruction of the LENDER, , the Company may collect the physical documents including signatures on those documents required for sanctioning and processing the Loan. As per instruction of the LENDER, upon the collection of documents by the Company, LENDER shall disburse the Loan subject to the terms and conditions of the Loan Agreement.

13. The sanctioned Loan shall be disbursed as per the mode provided in the agreement/application form. You are required to repay the Outstanding Amount(s) to LENDER, on the respective due date(s).
14. You understand and acknowledge that the Company reserves the right to track your location (“Track”) during the provision of Services, and also in the event that you stop, cease, discontinue to use or avail the Services, through deletion or uninstallation of API or otherwise, till the event that your obligations to pay the Outstanding Amount(s) to LENDER exist. Deletion, uninstallation, discontinuation of our Services, shall not release you from the responsibility, obligation and liability to repay the Outstanding Amount(s).
15. You understand and acknowledge that you shall be solely responsible for all the activities that occur under your User Account while availing the Services. You undertake that the Company shall not be responsible and liable for any claims, damages, disputes arising out of use or misuse of the Services. By usage of the Services, you shall be solely responsible for maintaining the confidentiality of the User Account and for all other related activities under your User Account. The Company reserves the right to accept or reject your registration for the Services without obligation of explanation.
16. You understand and acknowledge that, you are solely responsible for the capability of the electronic devices and the internet connection, you chose to run the Platform. The Platform’s operation or the Services on your electronic device is subject to availability of hardware, software specifications, internet connection and other features and specifications, required from time to time.
17. The User Data provided during the registration shall be stored by the Company or Lender as per applicable laws. You are not required to log-in to your User Account, every time, to use or access the Platform. You understand and acknowledge that by accepting these Terms, you authorize us to Track, fetch and use the User Data, including but not limited to your Personal Information, for the purpose of authentication and any updates with regards to your credentials.

LICENSE

- License to use the Platform: In order to use the Services, you represent and warrant that you are of the age of majority as per the applicable laws to which you are subject to and are competent to understand, enter into, and comply with these Terms. The Platform Provider

grants you a limited, non-exclusive, non-transferable, non-sub-licensable and revocable right to use the Platform. The Platform is licensed and not sold to you and shall only be used as per these Terms.

- Maintenance & Support: You acknowledge that while the Platform Provider may, at its sole discretion, provide maintenance and support for the Platform from time to time, the Platform Provider shall have no specific obligation whatsoever to furnish such services to you.
- Updates/Upgrades: We may launch new updates/upgrades for the Platform.

RESTRICTIONS:

- a) The Platform is freely accessible currently, however, prior to availing any of the FINAGG service(s) as a User, an organization/ individual will have to register on the Platform and create an Account. An Account created by an Authorized Representative without providing necessary support documentation, such as board resolution or resolution of partners etc, as may be required by FINAGG, for appropriate authorization from the User will be suspended and terminated.
- b) You will also be required to submit certain documents stipulated as per policies as applicable from time to time by the Lender, for User Verification such as Personal Information data not limited to PAN, phone no., email ID and GST number.
- c) You hereby expressly authorise Lender and/or Third Party Service Provider as the case may be to use such documents, store and process such information for the purposes of this Agreement. As per instruction of the LENDER, we provide our Third Party Service Providers including (as stated herein) your User Data to enable you to avail any Third Party Service Offering.
- d) In the event the details or documents submitted for creating Account, or for availing the FINAGG Services, are incomplete or discrepant, FINAGG will request additional information / documentation. In case the discrepancies remain unresolved or if FINAGG is unable to successfully complete its User Verification in accordance with its/Lender's policies, FINAGG shall have the right to reject your request for registering with the Website and/or availing the Third Party Service Offerings. FINAGG reserves the absolute discretion to accept or reject your request for creating the Account towards availing FINAGG Services any Third Party Service Offerings, without assigning any reasons for the same.
- e) Notwithstanding anything contained herein or in any other agreement, Finagg reserves the right at its sole discretion to deny access to anyone to the Platform and/or the Services its offers, at any time and for any reason, including but not limited to, for violation of the Agreement or privacy policy or any other policy that may be in force with or without reason.
- f) By registering and creating an Account with FINAGG, the User certifies that:
 - The User/Authorized Representative have created the Account for his own personal/ his Organisation's use and that the information and documents you provide to FINAGG will be your/ your Organisation's details (and not that of any third person or entity);
 - All information and documents that you provide to FINAGG at any time, including the during the course of any commercial transaction with other Users, are true, complete and accurate and any such information is supported by genuine and valid documents submitted to FINAGG to facilitate the Lender.
 - You will comply at all times with all anti-corruption, anti-slavery, anti-bribery and anti-child labour laws and shall not engage in practices involving child labour or slavery;
 - FINAGG may suspend or terminate your Account or your use of the FINAGG Services at any time without notice, if we suspect that any information / documents/ authorization that you

have provided are untrue, inaccurate, not current, or incomplete or if you are found to be in breach of any of these Terms.

- In the event the User is required to provide any security or collateral (in the form of immovable or movable asset) in relation to a Third Party Service Offering, the User shall provide true, complete and accurate information pertaining to such asset on the Website or in physical copy to facilitate the Lender. Further, the User shall be required to furnish the title documents, either online or in physical copy, pertaining to such asset, as and when required by the relevant Third Party Service Provider to demonstrate that the User has the sole right, title and interest to such asset.

You agree not to:

- use the Platform or the Services for committing fraud, embezzlement, money laundering, or for any unlawful and/or illegal purposes;
- to reproduce, duplicate, copy, sell, resell or exploit any portion of the App;
- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable through the Platform;
- use the Platform to harm or injure any third party;
- impersonate any person or entity, on the Platform;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the App;
- upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available on the Platform, any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available on the Platform, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam", "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available on the Platform, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of or otherwise act in a manner that negatively affects other user's ability to engage in real time exchanges;
- interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
- intentionally or unintentionally violate any applicable local, state, national or international laws and any regulations having the force of law.

CONTENT AVAILABLE:

You acknowledge that the Company makes no representations or warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or

other sounds, photographs, videos, or other images (collectively, the “Content”) which you may have access to as part of the Services, or through your use of the Platform. Under no circumstances, shall the Company be liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Platform. The Content on the Platform should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other instrument or financial products / schemes of the Company (including its affiliates), unless expressly covered in these Terms.

PROPRIETARY RIGHTS OF THE COMPANY:

You understand, acknowledge and agree that the Company or Platform Provider is the sole owner of all rights, title and interest, including any and all intellectual property rights in the Content, Platform, Services, logos, trade names, brand names, designs and any necessary software used in connection with the Platform.

There may be proprietary logos, service marks and trademarks found on the Platform whether owned/used by the Company or Platform Provider or otherwise. By displaying them on the Platform, the Company is not granting you any license to utilize the proprietary logos, service marks, or trademarks. Any unauthorized use of the same may violate applicable intellectual property laws.

You understand and acknowledge that the Platform is owned by the Platform Provider. Nothing under these Terms shall be deemed to be a transfer in ownership, rights, title, from the Platform Provider to you or any third party, in the Platform. You are entitled to avail the Services offered by the Company during the validity of your registration with the Company.

LINKS TO THIRD PARTY SITES:

The Platform may contain links to other websites owned and operated by third parties who are not related to the Platform (“Linked Websites”). The Linked Websites are not under the control of the Company and the Company shall not be responsible for the content of any Linked Websites or any hyperlink contained in a Linked Website and makes no representation or warranty with respect to the content of any such third party sites.

The Platform provides these links to you as a convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by the Company. Your access or use of such Linked Website is entirely at your own risk. The Company shall not be a party to any transaction between you and the Linked Website. Your use of a Linked Website is subject to these terms and conditions of that respective Linked Website.

The Platform may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation by/of the relevant advertiser, its products or services. You shall independently refer to the relevant advertiser for all information regarding the advertisement and its products and/or services. The Company accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

ANCILLARY SERVICES:

You may get access to chat rooms, blogs, feedbacks, reviews and other features (“Ancillary Services”) that are/may be offered from time to time on the Platform and may be operated by us or by a third party on our behalf. You shall not (nor cause any third party to) use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism, or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities, falsely stating or otherwise misrepresenting your affiliation with a person or entity. Additionally, the Platform may contain advice/opinions and statements of various professionals/ experts/ analysts, etc. The Company does not endorse the accuracy, reliability of any such advices/opinions/ and statements. You may rely on these, at your sole risk and cost. You shall be responsible for independently verifying and evaluating the accuracy, completeness, reliability and usefulness of any opinions, services, statements or other information provided on the Platform. All information or details provided on the Platform shall not be interpreted or relied upon as legal, accounting, tax, financial, investment or other professional advice, or as advice on specific facts or matters. The Company may, at its discretion, update, edit, alter and/or remove any information in whole or in part that may be available on the Platform and shall not be responsible or liable for any subsequent action or claim, resulting in any loss, damage and or liability. Nothing contained herein is to be construed as a recommendation to use any product or process, and the Company makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

TERMINATION:

The Company reserves its rights to terminate these Terms in the event:

- you breach any provision of these Terms;
- the Company is required to do so under law; or
- the Company chooses to discontinue the Services being offered or discontinue to operate the Platform;
- the license granted to use the Platform expires;
- of non-payment of Outstanding Amount(s).

Upon termination of these Terms, the rights and licenses granted to you under these Terms shall cease to exist, and you must forthwith stop using the Platform and the Services and repay the Outstanding Amount(s). Notwithstanding anything contained in these Terms or otherwise, the termination of these Terms for any reason whatsoever, shall not affect your obligations, including but not limited to repayment of the Outstanding Amount(s).

DISCLAIMER OF WARRANTIES:

You expressly understand and agree that:

- your use of the Services and the Platform is at your sole risk. The Services and the Platform are provided on an “as is” and “as available” basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- any material downloaded or otherwise obtained through the access or use of the Platform, is at your own discretion and risk and that you will be solely responsible for any damage to your computer system, electronic data or loss of data that results from the download of any such material or advice or information, whether verbal or written, obtained by you from the

Company, for the Services or through the Platform shall create any warranty not expressly stated in these Terms.

- The Services are intended for personal, non-commercial use. You shall be solely responsible for the use, misuse, improper usage of the Services and the Platform. The Company shall not be liable for any damages accruing out of the use of the Services which have not been expressly stipulated under these Terms.
- The Company makes no warranty, including implied warranty, and expressly disclaims any obligation, that: (a) the Contents are and will be complete, Exhaustive, accurate or suitable to your requirements; (b) The Platform or the Services will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Platform or Services will be accurate or reliable.

INDEMNITY:

You agree to indemnify and hold the Company, and its subsidiaries, group company, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of (i) your violation of these Terms; (ii) your violation of any rights of other users of the Platform; (iii) your use or misuse of the Platform or the Services; (iv) your violation of applicable laws.

LIMITATIONS OF LIABILITY

You expressly understand and agree that the Company, including its directors, officers, employees, representatives or Platform Provider, the service provider, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from; (a) use or the inability to avail the Services (b) inability to use the Platform (c) failure or delay in providing the Services or access to the Platform (d) any performance or non-performance by the Company (e) any damages to or viruses that may infect your electronic devices or other property as the result of your access to the Platform or your downloading of any content from the Platform and (f) server failure or otherwise or in any way relating to the Services.

FORCE MAJEURE:

Without limiting the foregoing, under no circumstances shall the Company and Platform Provider be held liable for any damage, loss, loss of services of Platform, due to deficiency in provision of the Services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, change in applicable regulations, including Reserve Bank of India regulations, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots.

PRIVACY POLICY:

The Personal Information collected/shared/uploaded for the provision of Services has been exhaustively covered in our privacy policy ("Privacy Policy"). Our Privacy Policy is available at <https://www.finagg.in/privacy.php>

CHANGE:

The Company reserves the right to modify, change, substitute, remove, suspend or update these Terms or any information thereof at any time by posting the updated Terms on the Platform. Such changes shall be effective immediately upon such posting. Continued use of the Services or the Platform, subsequent to making the changes, shall be deemed to be your acceptance of the revised Terms.

It is strongly recommended for you to return to this page periodically and review the most current version of the Terms in force. FinAGG reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of this Website signifies your assent/ratification of the updated or modified Terms. If you object to these Terms or any subsequent modifications to these Terms in any way, your only recourse is to immediately terminate use of the Website. We may require you to agree to additional terms (if any) between you and FinAGG in connection with specific services that you may avail from us from time to time.

CHOICE OF LAW AND JURISDICTION:

This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws. Parties further agree that the courts in New Delhi, India shall have an exclusive jurisdiction over such disputes.

MISCELLANEOUS:

- **Entire Understanding:** These Terms, along with the respective Loan Agreement, application form and Privacy Policy, constitute the entire understanding between you and the Company with relation to the Services.
- **Waiver:** The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to availing of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- **Severability:** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

VIOLATIONS:

Please report any violations or grievances with relation to these Terms to the Company at finagg@finagg.in