

## TERMS & CONDITIONS FOR LOAN

NOTICE: Grant of Loan is expressly conditioned on Borrower's assent to these Terms and Conditions ("T&C"). Any acceptance of Lender's loan facility is expressly limited to these T&C. No document uploaded or document solely signed by Borrower shall modify these T&C. The Lender may amend the T&C after prior notification to the Borrower and such amended T&C will thereupon apply to the Borrower.

If the visitor to the CASHe is a minor i.e. under the age of 18 years, he/she shall not register on CASHe Mobile Application and Application and shall not transact or use CASHe. As a minor, if a visitor wishes to use or transact on CASHe, such use or transaction may be made only by their parents/ legal guardian who have registered and have an online account with CASHe in their name. All monetary transactions shall be made by the parents/ legal guardians themselves. The parents/ legal guardians shall be financially responsible for access of the mobile application and for repayments of Loan availed by their children below 18 years of age. Lender reserves 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 User Terms and Conditions, the KYC Policy, Privacy Policy and Fair Practice Code and any other policy as may be displayed on the Website from time to time.

This document is an electronic record in terms of the Information Technology Act, 2000 and Rules there under, as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By clicking on the ACCEPT button at the bottom of this page, you irrevocably and unconditionally accept the T&C for grant of Loan and these T&C will become a legally binding contract between the Lender and Yourself as the Borrower.

### 1 Definitions

**"Amounts Due"** shall mean the principal Loan Amount together with Interest and Delayed Interest and other amounts due and payable by Borrower to Lender in terms of these T&C;

**"Applicable Law"** shall mean any Indian statute, law, acts of the state legislature or Indian Parliament, regulation, ordinance, rule, judgment, order, decree, bye-laws, clearances, directives, guidelines, policy requirement, or any governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in India of any of the foregoing, by any government authority having jurisdiction over the matter in question, whether in effect as of the date of this Contract or thereafter, and includes any laws, notification, circulars, ordinances, byelaws, rules whatsoever.

**"Borrower"** shall mean any individual who avails a Loan through the CASHe.

**"Business Day"** means the days on which the Lender is open for business during normal business hours.

**"CASHe Crown"** shall mean Reward Program, offering certain benefits to CASHe Customers satisfying specified criteria. The benefits & criteria are slotted separately for each variant of CASHe Crown Reward Programme viz: CASHe Gold, CASHe Platinum and CASHe Diamond.

**"CASHe Mobile Application"** shall mean the proprietary mobile application known as/to be known as CASHe

**"Contract"** shall include these T&C, various Policies of Lender and User Terms and Conditions as may be amended and modified from time to time.

**"Disbursement"** means any and every amount advanced to, and borrowed by, the Borrower under the Loan.

**"Date of Disbursement"** shall mean the date when Lender disburses or gives instruction to his bank for remittance of Loan Amount to Borrower irrespective of whether the Loan Amount is credited to the account of the Borrower on such date;

**"Default"** means non-payment of Loan Amount and/or any amount due to Vender.

**"Due Date"** means in respect of any amount payable under any Loan, the date on which such amounts falls due in terms of the contract; and if such date falls on a day which is not a Business Day, on the immediately preceding Business Day.

**"Loan" or "Loan Amount"** shall mean the facility availed by the Borrower and sanctioned by the Lender, from time to time.

**“Lender”** shall mean Bhanix Finance and Investment Limited (Herein after referred as “Lending NBFC”), and where the Loan is assigned shall mean any entity to whom the Loan is assigned by Lender.

**“Material Adverse Effect”** with respect to any Person, means a material adverse effect:

(i) on such Person’s assets, business, operations, property, liabilities, condition (financial or otherwise) or prospects; or (ii) on the ability of such Person to comply with its obligations under this Contract.

**“T&C”** shall mean these Terms and Conditions.

**“Term”** shall mean the term of the Loan which is 90 (Ninety), 180 (One Hundred Eighty), 270 (Two Hundred and Seventy), 1 year (360), 1.5 year(540) days or as may be communicated to borrower from the Date of Disbursement and /or maybe suffixed to CASHe e.g. CASHe 90 (for 90 days), CASHe 180 (for 180 days), CASHe 270 (for 270 days), CASHe 1 year (for 360 days), CASHe 1.5 year (for 540 days) .The final decision on Terms and Loan amount will be of Lender.

**“Persons”** shall mean an individual, and shall include legal representatives, administrators, executors, heirs, their respective successors and permitted assigns.

**“Policies”** include but not be limited to Know Your Customer Policy, , User Terms and Conditions, Privacy Policy of the Lender displayed on the CASHe Website.

**“Registered Account” or “Account”** shall mean the account of the Borrower registered with CASHe.

**“Social Loan Quotient” or “SLQ”** shall have the meaning ascribed to it in clause 2.5 of these T&C.

**“Website”** shall mean and include the CASHe Mobile Application, the internet resource [www.cashe.co.in](http://www.cashe.co.in), and any other media platform through which the CASHe application, software and platform is run. The terms “Website” and “CASHe” are used interchangeably in these T&C.

## **2. Registered Account and Social Loan Quotient**

**2.1 Registered Account:** In order to avail a Loan through CASHe, the Borrower is required to register himself with CASHe. The registration can be done only through a valid Facebook, LinkedIn or Google identity. The CASHe mobile application runs on Android and iOS phones and Borrower shall ensure to not close or uninstall or disable or discontinue the CASHe mobile application so long as Loan Account is not fully repaid, once he has availed of a Loan hereunder. Borrower is required to register with CASHe only once against which he will receive a Unique Customer Number. Once Borrower is registered with CASHe, he can apply and avail loans from CASHe from time to time without having to register again. If any of the Borrower’s profile details change, i.e. Employer, Salary, Address, Contact Details, Bank Account Details etc., the Borrower must notify CASHe immediately.

### **2.2 The eligibility criteria for registration with CASHe is as below:**

Borrower should be above the age of 18;

Borrower should be in employment;

Borrower should hold a valid bank account in his own name;

Borrower should have a valid Google, LinkedIn account and/or Facebook account.

Borrower should have PAN No, PAN Card, Officially Valid Documents (OVD) as prescribed by Reserve Bank of India which includes passport, driving licence, the Voter’s Identity Card issued by Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government, letter issued by the National Population Register containing details of name and address.

**2.3** The Borrower will have to provide basic details and documents as stipulated in the Registered Account opening page in order to be duly registered with CASHe. The documents required to be submitted to the Lender will be in accordance with the Know Your Customer Policy of the Lender displayed on the Website from time to time. Any change in basic details and documents provided by the Borrower should be intimated.

2.4 Based on the documents and details provided, the Borrower's eligibility will be calculated, and Borrower will be informed of his eligibility and providing all required documents and details. It may be possible that in certain cases, the eligibility assessment may take longer than expected due to Borrower's profile being incomplete, or requisite documents are not being provided or additional information, documents are required to establish the credibility of the Borrower.

2.5 Social Loan Quotient: Borrower acknowledges that the Social Loan Quotient (SLQ) is a proprietary credit rating score of CASHe to let customers to borrow money whenever they need it through Lender using CASHe Technology. The SLQ is an evaluation of the Borrower's social presence on the basis of, but not limited to, details provided, mobile data, Facebook and/or LinkedIn, his employment history, and other parameters. Essentially, it determines how the Borrower is likely to pay back the Loan amounts due to the Lender. The Borrower can be prevented from applying for Loan in absence of SLQ or adequate SLQ, at the discretion of Lender.

2.6 The Borrower consents that he shall accept eligibility criteria including SLQ arrived at by the Lender/third party agency commissioned by the Lender. The Lender or third party agency shall not be liable under any circumstances to share the computation or details or basis of arriving at the eligibility criteria including SLQ.

2.7 The Lender reserves the sole right and discretion to approve your application without having the need to provide any reasons for the same. Lender reserves the sole right to accept or reject a loan application, if the Borrower/customer does not fit the criteria set out by Lender.

### **3. Facility**

3.1 The Loan that can be availed by the Borrower in multiple of Rs.1,000/- ranges between Rs. 1,000/- to Rs. 4,00,000/- depending on the SLQ of the Borrower and options chosen by the borrower and at the absolute discretion of Lender.

3.2 The Borrower has to fill an online application on the CASHe app confirming the amount of Loan that he seeks to avail. Having provided all documents and details required by Lender, Borrower shall receive an intimation confirming amount of Loan that the Borrower is eligible to receive. Thereafter, the Loan Amount will be disbursed to the Borrower's Bank Account, as per latest Bank Statement uploaded by borrower.

3.3 The Lender may but shall not be obliged to make a Disbursement unless – Borrower has  
duly filled the application form pertaining to Loan on the CASHe;

Borrower has provided all documents and details required by CASHe; to the satisfaction of Lender.

The SLQ of the Borrower is as per the eligibility criteria of the Lender;

The Borrower has electronically provided and confirmed the promissory note/ acknowledgement of debt and has accepted these T&C and Policies hereunder.

Borrower has not committed breach of any provision of this Contract and no Event of Default, or event which after a lapse of time or notice is capable of becoming an Event of Default, has occurred; there is no occurrence of a Material Adverse Effect on the Borrower; the Borrower has fulfilled all other conditions as may be specified by the Lender from time to time.

3.4 A Disbursement shall be disbursed to, or on behalf of, the Borrower as may be decided by the Lender. A Disbursement made on behalf of the Borrower(s) shall be deemed to be a borrowing by the Borrower.

3.5 Borrower can avail of Loan under one Registered Account within the upper limit of Rs. 4,00,000. The Loan shall not be revolving. Each Loan availed by Borrower shall be distinct and separate and in multiples of Rs. 1,000/-.

3.6 The Borrower shall use the loan amount for the purpose stated at the time of loan application and shall under no circumstances use the Loan Amount for any unlawful, speculative and/or capital market use and/or antisocial purposes and/or purchase of

gold/gold bullions/gold coin/gold jewellery/gold exchanges traded funds/gold mutual funds. In the event that personal loan availed by the Borrower(s) from the Lender has been used for purposes as prohibited above or mentioned in the loan agreement, the Lender shall be entitled to do all such acts, things that is required or may deem necessary to comply with its policies, including but not limited to liquidating Borrower(s), holding investments at that time. Further all cost and expenses incurred by the Lender as a result thereof will bear by the Borrower(s).

3.7 Notwithstanding anything stated above or elsewhere in this Contract, it is expressly agreed by the Borrower that the Lender shall not be bound to continue the Loan or make any Disbursement, and the Lender may, in its sole and exclusive discretion, at any time, without assigning any reason, decline to make a Disbursement or otherwise discontinue the Loan consequently recalling the entire Loan, which decision shall be binding on, and shall not be questioned by, the Borrower, and the Lender shall not be liable for any damages or other consequences to the Borrower or any other Person by reason thereof.

3.8 Notwithstanding anything contained herein, it is clarified that the Borrower shall repay the loan amount and amounts due to the Lender forthwith on demand. Unless the demand is made by the Lender, the Borrower shall repay the Loan on the Due Date.

#### **4. Procedure for Drawdown and Disbursement**

4.1 As stated in clause 3.2 above, once the Borrower receives the intimation regarding his eligibility from CASHe, he has to choose the amount of Loan that he wishes to avail ("Disbursement Request"). Thereafter the Loan Amount will be disbursed to the Borrower's bank account while registering his account along with uploading of latest Bank Statement reflecting salary credit. At no point of time shall Lender be responsible for any loss caused due to Borrower having provided erroneous bank details and/or Bank Statement.

4.2 The SLQ and offer to avail Loan shall be available to the Borrower at the discretion of Lender for a period of 90 (Ninety) days from date of intimation received by Borrower. If Borrower fails to log-in and make the Disbursement Request within 90 (Ninety) days of receiving intimation from CASHe, the offer shall lapse and Borrower will have to make a fresh request for Loan with CASHe.

4.3 Notwithstanding anything contained hereinabove, the Lender may at its sole and absolute discretion allow or disallow Disbursement of any Loan. Borrower agrees that the Lender's decision whether to allow or disallow Disbursement of Loan shall be final and binding and Borrower shall have no right under law, to contest the Lender's decision.

#### **5. Suspension or Cancellation by Lender**

5.1 The Lender may, by notice to the Borrower, suspend the right of the Borrower to Disbursements or cancel the undisbursed portion of the Loan Amount in whole or in part:

if any Event of Default has occurred and is continuing or if the Event of Default is, in the reasonable opinion of Lender, imminent;  
or

if any event or condition has occurred which has or can be reasonably expected to have a Material Adverse Effect on the Borrower;  
or if the total Loan Amount is not disbursed within the time period stipulated herein.

5.2 Upon the giving such notice as specified in clause 5.1, the right of the Borrower to any further Loan or disbursement shall be suspended or cancelled, as the case may be. The exercise by the Lender of its right of suspension shall not preclude Lender from exercising its right of cancellation, either for the same or any other reason specified in clause 5.1 and shall not limit any other provision of these T&C and Policies. Upon any cancellation the Borrower shall, subject to clause 5.3, pay to Lender all fees and other amounts accrued (whether or not then due and payable) under this Contract up to the date of cancellation.

5.3 In the case of partial cancellation of the Loan pursuant to clause 5.1, interest on the amount then outstanding on the Loan remains payable as provided in clause 6 (Interest).

## 6. Interest

6.1 Rate of Interest charged by the Lender is fixed in nature. The following are rate of interest:

- 2.50 % fixed per month (Equivalent reducing balance interest rate 3.71% per EMI) of the Loan amount for Tenure of 90 days.
- 2.40 % fixed per month (Equivalent reducing balance interest rate 3.98% per EMI) of the Loan amount for tenure of 180 days.
- 2.25 % fixed per month (Equivalent reducing balance interest rate 3.86% per EMI) of the Loan amount for tenure of 270 days
- 2.25 % fixed per month (Equivalent reducing balance interest rate 3.88% per EMI) of the Loan amount for tenure of CASHe 1 year (360 days).
- 2.25 % fixed per month (Equivalent reducing balance interest rate 3.85% per EMI) of the Loan amount for tenure of CASHe 1.5 year (540 days).
- The processing fee and applicable charges for all loan products will be deducted at source. The Applicable Interest will be levied across the tenure of the loan for all products.
- If Borrower availing CASHe Loan, fails to repay the EMI of Loan on due date, then 7 days grace period will be offered from the due date of instalment. If the Borrower fails to repay the loan within the grace period, then 3% per month (36.5% p.a.) from the due date of instalment, including grace period will be charged as delayed interest and will continue till full and final payment.
- Lender is free to offer concession in Interest payment and/or Processing Fee, at its own discretion.
- The Interest levied by the Lender may vary with the interest levied by other Lenders. The Borrowers should compare the rate of interest before accepting loan.

### Processing Fees, Commission and Other Payments:

The Borrower shall be liable to pay the Lender processing fee plus GST, for each category of loan products e.g. 90, 180, 270 and 1 year (360), 1.5 year(540) days loan period, as per slabs given below ("Processing Fee"). Lender reserves the right to change the amount of Processing Fee at any time.

Product	Loan Amount	Processing Fees (Rs.)
CASHe 90 days	1000 to 110000	500 or 1.50% of loan amount, whichever is higher for loan amount greater than or equal to 6000  84.75 for loan amount lesser than 6000
CASHe 180 days	25000 to 210000	1,200 or 2% of loan amount, whichever is higher
CASHe 270 days	50000 to 258000	1,200 or 2% of loan amount, whichever is higher
CASHe 1 Year	75000 to 300000	1,200 or 2% of loan amount, whichever is higher
CASHe 1.5 Year	125000 to 400000	Rs.1000 or 3% of the loan amount whichever is higher

\*The aforesaid Processing fee will be applicable both for new and repeat loan products.

\*Processing Fee means charged/levied by the Lender to the Borrower against the processing of loan, which the Borrower will pay to the Lender.

The processing fees levied by the Lender may vary with the processing fees levied by other Lenders. The Borrowers should compare the processing fees before accepting loan.

\*GST, as applicable from time to time shall be levied/recovered

- On Processing fees
- Pre-closure Charges, if any.
- At present GST is applicable as : (i) For Borrower from Maharashtra – CGST @ 9% and SGST @ 9% on Processing Fees

(ii) Other Borrowers – IGST @18% on Processing Fees

- i. The interest shall be calculated from the date of disbursement of the loan. The date of disbursement shall be deemed to be the date when the Lender provides instructions to its Banker for transfer of loan Amount to the Borrower.
- ii. The determination of interest by Lender, from time to time, shall be final and conclusive and shall be binding upon the Borrower.
- iii. Any applicable interest tax, as applicable, shall be payable by the Borrower.
- iv. The Borrower shall, if so, required by the Lender, ECS Mandate or RTGS or NEFT Mandate to the Lender for the due payment of the loan along with Interest on the Loan thereon.

## 6.2 Variation of Interest Rate

The Lender shall have at its absolute discretion the right to vary the rate of Interest/ commission/ other charges (including Delayed Interest Rates) applicable to the Loan from time to time.

It is clarified that such variation shall be effective from the date of such variation in the books of the Lender and not from the date of notice/receipt of notice by the Borrower.

### 6.3 Delayed Interest for Default period

The Lender shall levy a Delayed Interest at 3% per month (36.50% p.a.) after the due date (including extensions) as stated in Clause 6.1.

The Borrower acknowledges that the rates of Interest and of Delayed Interest agreed to by the Borrower are reasonable and the rates of Delayed Interest represent pre-estimates of losses and damages expected to be incurred by the Lender due to the non-payment of dues by the Borrower on or before the Due Date. The Borrower acknowledges that the Loan is a commercial transaction and specifically waives any defence under usury or other Applicable Laws relating to or restricting interest.

### 6.4 CASHe Crown's Reward:

- CASHe Silver is entry level.
- CASHe Gold, with prompt repayment value of Rs. 3,00,000
- CASHe Platinum, with prompt repayment value of Rs. 6,00,000
- CASHe Diamond, with prompt repayment value of Rs. 10,00,000

Product	CASHe Gold		CASHe Platinum		CASHe Diamond	
	Rate of Interest	Loan Eligibility of Net monthly salary	Rate of Interest	Loan Eligibility of Net monthly Salary	Rate of Interest	Loan Eligibility of Net monthly Salary
CASHe 90	Reduced from 2.5% to 2.35% per month (Equivalent reducing balance interest rate from 3.71% to 3.49% per EMI)	N.A.	Reduced from 2.5% to 2.2% per month (Equivalent reducing balance interest rate 3.71% to 3.27% per EMI)	N.A.	Reduced from 2.5% to 2.05% per month (Equivalent reducing balance interest rate 3.71% to 3.04% per EMI)	110% to 132%
CASHe 180	Reduced from 2.4% to 2.25% per month (Equivalent reducing balance interest rate 3.98% to 3.74% per EMI)	N.A.	Reduced from 2.4% to 2.1% per month (Equivalent reducing balance interest rate 3.98% to 3.50% per EMI)	N.A.	Reduced from 2.4% to 1.95% per month (Equivalent reducing balance interest rate 3.98% to 3.26% per EMI)	210% to 252%
CASHe 270	Reduced from 2.25% to 2.1% per month (Equivalent reducing balance interest rate 3.86% to 3.61% per EMI)	N.A.	Reduced from 2.25% to 1.95% per month (Equivalent reducing balance interest rate 3.86% to 3.36% per EMI)	N.A.	Reduced from 2.25% to 1.8% per month (Equivalent reducing balance interest rate 3.86% to 3.11% per EMI)	N.A.
CASHe 1 Year	Reduced from 2.25% to 2.1% per month (Equivalent reducing balance interest rate 3.88% to 3.64% per EMI)	N.A.	Reduced from 2.25% to 1.95% per month (Equivalent reducing balance interest rate 3.88% to 3.39% per EMI)	N.A.	Reduced from 2.25% to 1.8% per month (Equivalent reducing balance interest rate 3.88% to 3.14% per EMI)	N.A.
		N.A.	Reduced from 2.25% to 1.95% per	N.A.	Reduced from 2.25% to 1.8% per month	N.A.

CASHe 1.5 Year	Reduced from 2.25% to 2.1% per month (Equivalent reducing balance interest rate 3.85% to 3.62% per EMI		month (Equivalent reducing balance interest rate 3.85% to 3.38% per EMI		(Equivalent reducing balance interest rate 3.85% to 3.14% per EMI	
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Notes: Benefit of either reduction in Rate of Interest OR

Increase in Loan Eligibility can be opted. Both benefits are not available for same Loan Transaction.

1) Any defaulter shall not be eligible to avail benefits under CASHe Crown and defaulter will immediately loose CASHe Crown classification.

2) CASHe Crown offer is entirely at discretion of Lender.

## 7. Repayment and Pre-Payment

### 7.1 Repayment

Borrower shall repay the Amounts Due through any one of the following methods:(a) Net Banking Payment to the Bank Account of Lender: as will be communicated by SMS and/or email registered with loan application.

(b) Cash or Cheque to be deposited into the Lender's Bank Account, in exceptional cases, when Borrowers Bank is unable to execute Net Banking Transaction.

(c) UPI payment through VPA account registered with CASHe app.

- a. In case of any change in Bank Details, Borrower will receive an SMS and/or email. with details of Lender Bank Account in which Amounts Due are to be deposited.
- b. Borrower is required to mail Repayment details to Lender at support@cashe.co.in or by uploading payment details into the mobile application.
- c. If any payment under these T&C is required to be made on or before a day which is not a Business Day or within a day which is not a Business Day or within a period which ends on a day which is not a Business Day, then the Borrower shall be required to make the payment on the immediately preceding Business Day.
- d. Lender will intimate Borrower through SMS and/or email regarding Due Date of Repayment of Amounts Due. However, Lender assumes no obligation to provide such intimation to the Borrower. The Borrower agrees that it shall be entirely its responsibility to ensure prompt payment of the Amounts Due on the Due Dates.
- e. Repayment of the Facility is to be made by the Borrower on or before the Due Date at the end of Term of Loan.
- f. The Lender shall be entitled to recalculate/ re-compute the Amounts Due if the Lender varies the interest rate and/or upon the occurrence of any event which in the opinion of the Lender necessitates a re- computation/ recalculation of the same.
- g. The Borrower shall electronically confirm and provide a promissory note for due repayment of the Amounts Due and in addition if so required by Lender, give post-dated cheques or ECS Mandate, RTGS Mandate, NEFT requests drawn in favour of Lender or such instruments for payment as may be prescribed by the Lender for the due repayment of the Amounts Due. Such ECS Mandate or cheques shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from his liability to pay the said sums hereunder until the cheque or the ECS Instruction is duly realized. The Borrower shall maintain adequate balance for realisation of the cheques or the ECS Instructions on their Due Dates for payment.
- h. The first tranche of repayment must be from the Borrowers' KYC Compliant Bank Account.



## **7.2 Prepayment**

Notwithstanding the above, if the Borrower wishes to repay any Loan Amount or Amounts Due or part thereof before its Due Date, the Borrower may do so and send the payment details to support@cashe.co.in. The Borrower may, on such terms and conditions as may be imposed by the Lender, be entitled to prepay any Loan Amount or Amounts Due or part thereof before its Due Date.

## **7.3 Recall by the Lender**

i. Lender reserves the right to recall, any cash disbursed to Borrower for failure to disclose materially valuable information to determine credit profile. If Borrower has provided false or misleading information, Lender will call for the Loan Amount/Amounts Due to be repaid within 24 (twenty four) hours, following which Borrower will be deemed to have committed an Event of Default and Consequences of Event of Default shall follow.

ii. Notwithstanding anything contained elsewhere in these T&C or any Policies, Lender shall be entitled to, in its sole and absolute discretion, and without assigning any reason, recall the Loan Amount or Amounts Due or any part thereof by giving to the Borrower 3 (three) Business Days' notice in writing or such longer notice period as may be mandatorily required under Applicable Law, in such event, the Borrower shall be liable to repay / pay the same to the Lender within 3 (three) Business Days of receiving such notice. Upon expiry of the period of notice, the entire Amounts Due shall immediately stand repayable by the Borrower to the Lender.

## 10.

### 10.1

#### **Eligibility, Commission and other Payments**

Eligibility for the Loan:

- CASHe 90 days – 110% of net monthly income. Minimum is Rs. 12000 and maximum not exceeding Rs. 110000 (Subject to repayment of previous loan (if any) on or before due date) and minimum salary should be Rs. 15,000.
- CASHe 180 days – 210% of net monthly income. Minimum is Rs. 25000 and maximum not exceeding Rs. 210000 and for Diamond borrower, limit will be 252% and minimum salary should be Rs. 22,000.
- CASHe 270 days- 310% of net monthly salary. Minimum is Rs. 50000 and maximum not exceeding Rs.258000 and minimum salary should be Rs. 25000
- CASHe 1 year- 400% of net monthly salary. Minimum is Rs. 75000 and maximum not exceeding Rs. 300000 and minimum salary should be Rs. 50000.
- CASHe 1.5 year- 500% of net monthly salary. Minimum is Rs. 125000 and maximum not exceeding Rs. 400000 and minimum salary should be Rs. 50000.

[ Note. The above Eligibility and terms are entirely at discretion of Lender]

In the case of CASHe 90 days product, the Borrower can apply for auto-repeat and for CASHe 180 days, 270 days, one year and 1.5 year loan, the Borrower can't go for auto-repeat of Loan.

8.2 The Borrower shall be solely liable to bear and pay to the Lender all costs, charges and expenses incurred by the Lender in connection with this Contract, any other documents including but not limited to all costs, charges and expenses incurred for enforcing any provision thereof or recovering any amount payable by the Borrower, all costs of creation, enforcement, realization (or attempted enforcement and realization) of any Amounts Due, including stamp duties (including penalties thereof), all document charges, legal fees, holding costs, registration charges and court fees; any bank charges and charges for dishonoured cheques; and the Borrower shall pay the same to the Lender forthwith on (and in any event within 3 (three) Business Days) of demand by the Lender. In any such cases, the Borrower shall be blacklisted, and no further Loan sanction or Disbursement Request shall be entertained by the Lender.

8.3 The Borrower agrees that he is liable to pay the stamp duty, other fees as applicable on all the documents/ instruments executed by and between the parties or any of them pursuant to the Loan granted by the Lender to the Borrower including but not limited to the Contract and keep the Lender indemnified against all loss, costs, charges and expenses that may be suffered or incurred by the Lender by way of any direct or indirect taxes such as service tax, transaction tax, stamp duty or other fees of any nature.

8.4 Additionally, the Borrower shall also be liable to make payment of all costs, charges, expenses including interest and penalty, if any, payable as a result of non-payment or payment of deficient stamp duty on any of the aforesaid documents, including but not limited to this Contract and all legal costs as between the attorney and clients on a full indemnity basis.

#### **8.5 Payment of Taxes**

Tax on Interest/ Commission: The Borrower shall be liable to pay tax on the interest/ commission payable on the Amounts Due under the said Loans at the prevailing rate(s). The Borrower shall bear and pay any increase in the rate of tax. Where the Lender is required to pay any tax either in pursuance of a general statute or specific order of the Government or other statutory authority relation to only the Lender, the Borrower agrees, declares, confirms and affirms that any increase in the rate of interest/ commission effected by the Lender as a sequel to such statute will be binding on the Borrower and become payable from the date it becomes effective on the Lender.

## 11.

### 11.1

Tax on Processing Fee: Borrower shall be liable to pay GST on the processing fee payable by the Borrower to the Lender for the processing of Application of Loan.

All payments of whatever nature (whether by way of principal interest or otherwise) shall be made to the Lender immediately, i.e. clear funds on the day on which they are due, without right of set off or counterclaim or deduction and free and net of all taxes, imposts and levies of any nature whatsoever, by whomsoever imposed, both present and future. All payments shall be made to the place specified by Lender and shall be so paid as to enable the Lender to realize the sum on or before the Due Date. The payment shall be deemed to have been made only on realisation and credit for payment shall be given only on realisation.

### **Representations and Warranties**

The Borrower hereby declares, assures, agrees, represents and warrants prior to and upon acceptance of these T&C and at the time of disbursement/ availing of the Loan that:

- i. The details and description of the Borrower provided at the time of Account opening is accurate.
- ii. The Borrower is competent to contract under The Indian Contract Act, 1872.
- iii. Any declarations and information which has been or which may hereafter be provided by the Borrower to the Lender in relation to the Loan, including in the application form for the Loan and in relation to any other Loan availed of by the Borrower from the Lender or any other Persons, is true and accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise.
- iv. The Persons, if any, availing of and operating the Loan and each disbursement for and on behalf of the Borrower are and will be duly authorised by the Borrower to do so.
- v. The Borrower is fully empowered to enter into this Contract and to perform his obligations hereunder, and these T&C and Policies are duly accepted by the Borrower, and constitute legal, valid and binding obligations of the Borrower enforceable against him.
- vi. No proceedings have been initiated and no events have occurred in connection with insolvency, bankruptcy, liquidation protection against creditors or declaration as a relief undertaking or other similar matters in relation to the Borrower, and there is no order for the appointment of a receiver, administrator, liquidator or other similar Person or authority in relation to the business, undertaking or assets of the Borrower.
- vii. Nothing contained herein conflicts with any Applicable Law, regulation or bye law of the Central or a State Government or any local, revenue, tax or statutory authority, including the Securities and Exchange Board of India, the Reserve Bank of India, stock exchange or any other authority, which is binding on the Borrower.
- viii. The Borrower is not in arrears of any demand including income tax, corporate tax and any other taxes, rates or levies or any other statutory dues payable to the Central or State Governments or any local, statutory or other authority.
- ix. The entering into and acceptance by the Borrower of these T&C and Policies constitute acts done and performed for private and commercial purposes and Borrower will not be entitled to claim immunity for himself or any of his assets from suit, execution, attachment or legal process in any proceedings in relation to these T&C and Policies.
- x. If the Borrower authorizes any other Person to transact with the Lender, then such act of the authorized Person shall be binding on the Borrower.
- xi. The Borrower has not been included in the list of defaulters by any regulatory/ statutory authority and/or banks and/or financial institutions and/or Non-Banking Financial Companies etc.
- xii. The Borrower cannot avail more than Rs. 60,000 (Rupees Sixty Thousands) in a year if he fails to submit Aadhaar Number, Permanent Account Number and other Official Valid Documents pertaining to current address proof i.e utility bill of any of the service provider (electricity, telephone, post-paid mobile phone, water bill, piped gas) not older than two months or property or Municipal tax receipt and has to submit these documents within six months from the date of commencement of account based relationship with Bhanix/CASHe.
- xiii. The Borrower voluntarily provide at its own discretion his/her Aadhaar number as issued by Government of India to Bhanix/CASHe along with his/her other KYC documents for the purpose of opening an account based relationship and voluntarily give his/her consent to use his/her

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Aadhaar details for the purpose of KYC authentication/e-Sign with UIDAI. The Aadhaar Card details voluntarily furnished by the Borrower is true, correct and complete. xiv. The Borrower confirms and undertake that the proceeds of the facilities shall not be utilized for subscription/investments to or purchase of shares.

9.2 Each of the representations and warranties contained herein shall be continuing representations and warranties and shall be deemed to have been made by the Borrower and on the date of acceptance of these T&C and repeated by him on every day during the subsistence of this Contract including, in particular, on the date of, and on the date prior to each application for, and grant and disbursement of any part of Loan amount.

9.3 The Borrower agrees to accept the statement of account sent by Lender or by any other authorized representative of Lender as conclusive proof of the correctness of any sum claimed to be due from the Borrower unless the Borrower reverts to Lender within a period of 3 (three) Business Days from the date of dispatch of statement of account.

### **Borrower Covenants**

The Borrower hereby agrees and undertakes that:

- i. He shall promptly inform the Lender in writing if the Borrower voluntarily or involuntarily becomes the subject of any insolvency or bankruptcy law or proceedings.
- ii. He shall inform the Lender if a receiver, administrator, liquidator or other similar Person or authority is appointed or sought to be appointed in relation to the Borrower or his assets.
- iii. If any representation or warranty provided by the Borrower is found to be incorrect or misleading as on date of acceptance of this T&C or application for or release of any disbursement or at any time during the subsistence of these T&C, or if the Borrower commits breach of any provision of this Contract, the Borrower shall forthwith inform the Lender of the same. Notwithstanding the same, any breach of the representations, warranties and covenants, shall be deemed to be an Event of Default.
- iv. The Borrower covenants that the Borrower shall disclose all such information regarding substantial changes in the Borrower's financial position to the Lender from time to time.
- v. Notwithstanding anything to the contrary, the Borrower agrees that the Lender shall have the general right of cancellation or withdrawal of any undrawn Loan, in part and/or in full, or the repayment on demand of any drawn Loan, including the right to call for cash cover on demand for prospective and contingent liabilities. vi. To execute and deliver to the Lender such further agreements, undertakings, declaration, assurance, security documents and writings as the Lender may from time to time require in relation to the Loan. vii. To bear and pay all taxes, rates, duties (including stamp duties), charges and other imposts and obligations existing as well as future, in respect of the Loan and these T&C, the transactions hereunder and all writings executed pursuant to or in connection herewith. viii. The Borrower shall notify the Lender immediately of any:

(a) Lawsuits, governmental proceedings, or claims which, individually or in the aggregate, involve an amount exceeding 25% of the Borrower's net worth or which may impair the Borrower's ability to perform his obligations hereunder if the relief prayed for were granted.

(b) Occurrence of any Event of Default or any event which with the passage of time (with or without notice) or the giving of notice may result in an Event of Default.

10.2 The Borrower authorizes the Lender to obtain a credit report from a Credit Bureau, or other service provider that holds the Borrower's credit history and related details. The Lender has the right to use the Borrower's credit report, social media profile/content, cell phone data and employment data for authentication, credit scoring and credit decision purposes. The Borrower's credit rating will along with some personal and credit information might be displayed with the Borrower's Loan details to other Lender members or the public to facilitate their own credit decision. The Borrower authorizes the Lender to verify

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information, and the Borrower agrees that the Lender may contact third parties to verify any such information. The Lender will require and obtain from Credit Bureau a copy of the Borrower's credit report each time the Borrower requests for a Loan.

10.3 The Borrower authorizes the Lender to undertake verification procedures to confirm Borrower's personal identity, Borrower's bank account, Borrower's social status and any other information that the Borrower provides to the Lender through the production of appropriate documentation by the Borrower. The Borrower also accepts that the Lender may provide the Borrower's information to a third party to conduct information and identity verification and the Borrower hereby authorizes the Lender to request and obtain data from a third party to verify any information about the Borrower.

10.4 The Borrower agrees that the Borrower will not, in connection with the Borrower's Loan application (i) make any false, misleading or deceptive statements or omissions of material fact in the listing; (ii) misrepresent identity, or describe, present or portray himself/herself as a person other than the Borrower; (iii) give to or receive from, or offer or agree to give to or receive from any person any fee, bonus, additional interest, kickback

or thing of value of any kind; or (iv) represent himself/herself to any person, as a representative, employee, or agent of CASHe, or purport to speak to any person on behalf of CASHe/Lender.

10.5 Borrower agrees that it is his sole obligation to pay Loan Amount, as and when they fall due.10.6 The Borrower authorizes the Lender to exercise mandate including e-Mandate, ECS, NACH, UPI, etc. for direct debit of the Borrowers' account for the

outstanding Loan amount including interest. The Borrower authorises the Lender to enforce lien on the Bank Account for the purpose of repayment of entire loan including interest.

**10.7** The Borrower agrees to mandatorily complete KYC verification and also submit Bank account details, upload self-attested Bank Statement and will be scrutinized by Perfios or any third party agency appointed by Lender.

## **11. Event of Default and Consequences of Event of default**

11.1 Each of the following events is, and shall be deemed to constitute, an 'Event of Default':

- i. If the Borrower commits any breach of any provision of the T&C or Policies or other document including but not limited to (a) default or delay in payment of any Amounts Due within the valid extension period as mentioned in Clause 6.1; (b) misrepresentation or breach of any obligations, warranties, assurances, covenants, statements and particulars mentioned in these T&C or Policies; (c) any information given by the Borrower in his application for grant of Loan is incorrect or misleading, or a representation, warranty or statement made or deemed to be made hereunder or in connection with the Loan or any transaction undertaken with Lender, is incorrect or misleading in any respect.
- ii. If Borrower is subject to any bankruptcy or insolvency law.
- iii. The death/lunacy or other disability of the Borrower.
- iv. If the Borrower is unable to pay his debts as and when they arise or there is an apprehension of such inability or if the Borrower has admitted such inability in writing.
- v. If the Borrower has defaulted or is likely to default in repayment or compliance with the terms of any other Loan sanctioned or availed by the Borrower from Lender or any other Person or an Event of Default being constituted in relation to any of the Borrower's credit, borrowing or any other arrangement with any Person or entity other than the Lender.
- vi. If there is any commencement of a legal (including arbitration) process against the Borrower.
- vii. If the Borrower shall stop payments or threatens to stop any payments to the Lender.
- viii. If there exists any other circumstance which, in the sole opinion of the Lender, is prejudicial to the interest of the Lender.
- ix. Change in residential status of Borrower.

## **11.2 Consequences of Event of Default**

- i. In addition to any general lien or similar right to which the Lender may in law generally be entitled, the Lender may at its discretion use and enforce its right of set off and cross default between all the Loans Amount sanctioned to the Borrower.
- ii. The Borrower's default under this Loan shall be deemed to be a default of all the other Loans availed by the Borrower, and notwithstanding anything contrary elsewhere contained in any writing or otherwise, the Lender shall regard all borrowings by the Borrower as immediately due and payable and the Lender shall be entitled to recall all the Loans granted to the Borrower.
- iii. The Lender may, in its absolute discretion, and notwithstanding any direction by the Borrower to the contrary, (i) appropriate any payments made by the Borrower towards repayment of any part of the Amounts Due by the Borrower under the Loan as the Lender in its discretion thinks fit; and (ii) appropriate any payments made by the Borrower pursuant to this Contract towards any Indebtedness of the Borrower, and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of the dues under this Contract in respect of which such sum of money were paid by the Borrower.
- iv. On the happening of any of the Events of Default, the Lender shall be entitled, without prejudice to any other right or remedy which the Lender may have under this Contract or otherwise in Applicable Law and notwithstanding any subsequent acceptance of any repayment of the Loan Amount including the interest and penalty thereof, take any of the steps specified hereinbelow without any notice, except as specified herein, at any time after the occurrence of such event:

(a) by a notice to the Borrower, to terminate this Contract and/or declare the Amounts Due, due and payable forthwith.

(b) the Lender and/or CASHe may use Borrower's personal and public details as available on the cell phone and social network sites (including friend list, employer of borrower) and contact them directly or through agency(s) commissioned by the Lender and to publicly announce the fact about Borrower's default with Borrower's details on its Website as well as Borrower's social media pages, other social media platforms and other avenues. Borrower expressly grants his irrevocable and unequivocal consent to such publishing of fact of default by Borrower on his social networking pages and other media and further acknowledges and confirms that the same will not be construed as a 'defamation' and hereby expressly indemnifies Lender against any suits, claims or actions against lender for defamation of Borrower.

(c) exercise and enforce all rights and remedies available to the Lender under this Contract and in Applicable Law for recovery of monies from Borrower.

(d) appoint/nominate any Agency, law firm or person to legitimately recover default amount from the Borrower.

11.3 All expenses incurred by the Lender after an Event of Default has occurred including in connection with collection of Amounts Due shall be payable by the Borrower.

11.4 Notwithstanding any suspension or termination of this Contract as specified hereinabove, all the provisions of this contract for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as specifically provided in this Contract.

## **12. Term and Termination**

12.1 The Parties are deemed to have entered into this binding Contract with effect from date of acceptance by Borrower of these T&C clicking "ACCEPT" button ("Effective Date"). These T&C shall continue to subsist until expiry or terminated as hereinafter provided.

12.2 The Lender may in its sole discretion, with or without cause, terminate this Contract at any time by giving the Borrower a notice.

12.3 The Lender has the right to terminate the Borrower's registration immediately and without notice upon the Lender's reasonable determination that the Borrower has committed a fraud or made a material misrepresentation in connection with a Loan, or performed any prohibited activity, or otherwise failed to abide by the T&C herein or the Policies.

12.4 On termination of this Contract, the entire Amounts Due shall be forthwith repayable by Borrower to Lender. It is hereby expressly clarified that notwithstanding the termination of this Contract or the recall of the Loan Amount or Amounts Due, all of Borrower's obligations pursuant hereto which have accrued prior to the termination, shall be duly performed and all the obligations of the Borrower shall remain enforceable until the due repayment of the Amounts Due.

## **13. Sanction**

13.1 Lender may be required to take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of financial crime ("Financial Crime Risk Management Activity") and act in accordance with the Applicable Laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. Lender may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws, regulations and requests.

13.2 Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, disbursement, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Borrower Account Information with other related information in the possession of the Lender, and/or (d) making further enquiries as to the status of a Person, whether they are subject to a sanctions regime, or confirming your status (e) share information on a confidential basis with such affiliates whether located in India or overseas in relation to prevention of Financial Crime.

13.3 Exceptionally, Financial Crime Risk Management Activity may lead to Lender delaying, blocking or refusing the making or clearing of any payment, the processing of borrower's instructions or application for services or the provision of all or part of the services. To the extent permissible by Applicable Law, Lender shall not be liable to borrower or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

13.4 In certain circumstances, the action which Lender may take may prevent or cause a delay in the processing of certain information. Therefore, neither Lender nor any of its affiliate warrants that any information on Lender's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

13.5 For the purpose of the present clause:

"Compliance Obligations" means obligations of the Lender to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers.

"Financial Crime" includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters.

## 14. Notices

14.1 The Borrower hereby agrees, permits and consents with the Lender that uploading of details and documents on the Website or providing the same through internet / email to the email address provided by the Borrower at the time of account opening or subsequently modified by way of a written communication. For the sake of clarity all of the above documents are referred to as 'Digital Documents'. The Borrower acknowledges that once Digital Documents are uploaded/mailed by the Lender at Borrower's email address registered with it, it shall be deemed to have been received by the Borrower and hence there will be no further requirement on the part of the Lender to send the same physically in the paper based format to the Borrower. The Borrower hereby acknowledges that he has read and understood the following points governing issuance of the Digital Document by the Lender.

- i. For the purpose of the above, the email address used would be the same as provided by the Borrower at the time of Account opening. Any change in the email address of the Borrower shall be immediately intimated by the Borrower to the Lender by editing the profile information of the Borrower through the Website.
- ii. The Borrower shall access the digital documents electronically. The Borrower understands that it is his responsibility to review all such digital documents. All information contained therein shall be binding on the Borrower, if the Borrower does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the Borrower.
- iii. The Borrower agrees that, the Lender fulfils its legal obligation to deliver to the Borrower any such document if sent via electronic delivery.
- iv. The Borrower agrees that the Lender shall not be responsible for non-receipt of Document(s) sent via electronic delivery due to change in/incorrect email address provided by the Borrower for the purpose or for any other reason which inter alia include insufficient space in the inbox of the Borrower, technical reasons or malfunction of the Borrower's computer system(s) server/internet connection etc. It shall be the responsibility of the Borrower to intimate the Lender of any change in the Borrower's e-mail account(s).
- v. The Lender shall not be liable or responsible for any document or statement received from frauds or impostors or any consequences thereof.
- vi. The Lender shall not be liable for any problem, which arises at the Borrower's computer network because of the Borrowers receiving any such statement from the Lender.
- vii. The Borrowers understands and agrees that the Lender shall be entitled to charge to the Borrowers fees / charges for sending such Documents. Such fees and charges shall be intimated to the



Borrower from time to time by the Lender. viii. The Borrower acknowledges and accepts that the internet is not a fully secured or a protected medium of communication and provision of services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. Borrower acknowledges and further accepts that, as a result of such restraints or limitations, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of data and information. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Borrower's personal data. The Borrower agrees that the Lender shall not be liable / responsible for such matters and resultant losses under any circumstances.

14.2 Any notice or communication to Lender may be given by way of email to the following email address:

Kind Attn.: PRINCIPAL OFFICER- CASHe BHANIX FINANCE AND INVESTMENT LTD

Email Address: [legal@cashe.co.in](mailto:legal@cashe.co.in)

Or send a message by filling the form from 'Contact US' window available on the CASHe Website.

## **15. Transfer and Assignment**

15.1 The Lender may, at any time and from time to time, without any consent of or reference to the Borrower, grant, sell, securitize, assign or transfer to any bank, financial institution or other Person(s), for any purpose whatsoever, any or all of its rights, benefits and/or obligations hereunder, the loan documents, Contract including the right to receive the Loan Amounts and Amounts Due or any part thereof and, in particular, may grant/ transfer such rights by way of a sale or as a charge or other security or for obtaining risk or financial participation in the Loan and, in such case, the same shall be binding on the Borrower, any Person to whom such rights are granted, transferred or assigned shall be entitled to the full benefit of such rights and all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall be valid, binding and in full force and effect in favour of such transferees, assignees, purchasers or participants in the Loan.

15.2 The Lender is required to act in accordance with the Applicable Laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any Persons or entities which may be subject to sanctions. The Lender may take and may instruct other members of the Lender's group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws and regulations. Notwithstanding any provision of this Contract, neither the Lender nor any member of the Lender's group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

Any delay or failure by the Lender or any member of the Lender's group in performing any of its duties under this Contract or other obligations caused in whole or in part by any steps which the Lender, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws and regulations; or

The exercise of any of the Lender's rights under this clause.

## **16. Disclosure of Information**

16.1 The Borrower hereby irrevocably agrees and consents to the Lender and/or CASHe disclosing to or publishing with any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other Persons including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others) including but not limited to Credit Information Bureau Limited ("CIBIL") or any other agency authorized by Reserve Bank of India ("RBI") in this

behalf, any information or details whatsoever concerning the Borrower including the Borrower's accounts, the financial relationship of the Borrower and history with the Lender, the manner of operation of the Borrower's account(s), the debit or credit balance in any and all accounts of the Borrowers, any default(s) by the Borrower, or any other financial relationship or Loans granted or to be granted to the Borrower and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to the Borrower (hereinafter collectively referred to as 'the Information'). The Borrower shall not hold the Lender and/or CASHe responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this clause shall survive even after the term/termination of this Contract and the repayment of the Loan Amount by the Borrower.

16.2 The Borrower undertakes that CIBIL or any other agency so authorized may use/process the said information and data disclosed by the Lender and/or CASHe in the manner as may be deemed fit by them. CIBIL or any other agency so authorized may furnish for consideration the processed information, data and products thereof prepared by them to banks, Financial Institutions ("FIs") or other credit granters or registered users as may be specified by RBI in this behalf.

## **17. Governing Law, Jurisdiction and Arbitration**

17.1 This Contract shall be governed by and construed in accordance with the laws of India.

17.2 Any and all disputes or differences between the parties to the agreement, arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled by negotiations between the parties amicably through consultation. Any dispute or difference arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city where the lender office is situated. Provided that to the extent allowed by law, the Lender shall be entitled to initiate proceedings relating to the dispute in any Court/Tribunal of any other place which has jurisdiction. Provided further that if any dispute arising under this agreement shall be referred to arbitration, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be the city where the lender office is situated and the arbitration shall be conducted in the English language. The arbitral tribunal shall constitute of a single arbitrator, to be appointed by Lender. The award of the arbitrators shall be final and binding upon the Parties.

17.3 Nothing in this clause shall limit the right of the Lender to bring proceedings, including third party proceedings against the Borrower in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

## **18. Miscellaneous**

18.1 Entire Understanding: These T&C are to be read and understood in conjunction with the KYC Policy, Website Terms and Conditions, Privacy Policy and any other Policies that may be displayed on the Website from time to time and represents the entire agreement in respect of the Loan Amount between the Lender and the Borrower hereto on the subject matter hereof. Any provision of these T&C which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or enforceability but that shall not invalidate the remaining provisions of this Contract or affect such provision in any other jurisdiction.

18.2 Indemnity:

- i. The Borrower hereby indemnifies and agrees to keep the Lender indemnified against all costs, charges, expenses, penalties, claims, demands and damages including legal charges that the Lender may incur or be put to by reason of any third party claiming any right, title or interest in the Loan or any other breach of this Contract or any breach of warranty or misrepresentation by the Borrower.
- ii. Nothing in this Contract shall be construed as limiting, restricting, making void or otherwise negating any right of set off in favour of the Lender existing or arising in common law, by statute or otherwise howsoever.

18.3 Severability: If any provision of these T&C or the Policies are held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of such T&C or relevant Policies, as the case may be, shall continue in full force and effect as if the Contract between the Parties had been entered into without the invalid, illegal or unenforceable provisions.

18.4 Waiver: The waiver by either Party of a breach of a default by the other Party of any provision relating to these T&C or any Policies shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has, or may have thereunder, operate as a waiver of any right, power, or privilege by such Party.

18.5 Amendment and Modification: The Lender may amend the T&C and notify the same to the Borrower and such amended T&C will thereupon apply to the Borrower. Lender may amend any Policies and upload the same on the Website and thereupon such amended Policies shall apply to any agreement or understanding between the Borrower and Lender.

18.6 No Assignment: These T&C shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the Parties hereto. Borrower shall not assign, delegate or otherwise transfer all or any part of his rights or obligations under this Contract without the prior written consent of the Lender and any purported assignment made in violation of these T&C shall be void. Lender may at any time assign all or any part of its rights, obligations and benefits hereunder to any of its subsidiaries or affiliates or transfer or novate all or any part of its rights, benefits and obligations hereunder, to any third party including any bank, financial institution or institutional lender.

18.7 Interpretation: Clause, headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of these T&C. Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa.

18.8 Disclaimer of Agency: These T&C shall not be deemed to constitute any Party hereto as the agent of any other Party hereto. Nothing contained in these T&C or Policies and no action taken by the Parties hereunder shall be deemed to constitute a relationship of employer-employee or agency or of partnership between the Parties.

#### **BORROWER CONFIRMATION AND ACCEPTANCE**

Use of CASHe Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the CASHe Website.

I HEREBY CONFIRM THAT I AM 18 YEARS OF AGE OR ABOVE AND HAVE THE LEGAL CAPACITY TO ACCEPT THE CASHe PRODUCT TERMS AND CONDITIONS AND POLICIES.

I HEREBY CONFIRM THAT I AM DULY REGISTERED WITH THE CASHe WEBSITE AND ALL INFORMATION PROVIDED BY ME IN RESPECT OF ACCOUNT REGISTRATION AND AVAILING THE LOAN THROUGH CASHe IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I CONFIRM THAT I HAVE FULLY UNDERSTOOD THESE TERMS AND CONDITIONS. THE LENDER IS ENTITLED TO USE THE SAID INFORMATION AS WELL AS INFORMATION FROM ANY SOCIAL, MOBILE NETWORK AND ALSO ENTITLED TO ASSIGN, TRANSFER THE LOAN (IN FULL OR PART) ALONGWITH INTEREST TO ANY OTHER COMPANY, APPROVED BY RBI.