

## **Website Disclaimer & User Terms and Conditions**

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Before using our Services, you are requested to please ensure that you carefully read and understand these Disclaimer and User T & C which shall apply. Your use of our Services is expressly conditional on your acceptance of these Disclaimer and User T & C.

Please read these Disclaimer and User T & C carefully before using this Website.

### **1. COMPANY INFORMATION:**

Bhanix Finance and Investment Private Limited is a Reserve Bank of India ("RBI") registered Non-Banking Finance Company ("NBFC") which is into the business of lending through use of technology being website / mobile application named 'CASHe'. The terms "CASHe" "Company," "we," "our," and "its" when referring to these entities are used only for convenience and are not intended to be an accurate description of ownership, operation or corporate/legal relationships. You acknowledge that while Company has maintained this Website and strive to ensure the accuracy and reliability of the information provided therein, Bhanix does not guarantee the completeness, accuracy, or reliability of any content, information, or materials available herein. Users should independently verify the information provided on the Website. The Company reserves the right in its sole discretion to remove any content or data, information or material ("User Content") from the Website from time to time. This page sets forth the Disclaimer and User T & C under which the Company provides information on this Website, as well as the User T & C governing your use of this Website and Services. The Company is registered

under the Companies Act, 2013 and having its registered office address at 5th Floor, Paville House, Off Veer Savarkar Marg, Prabhadevi, Mumbai, Maharashtra- 400 025.

## **2. TERMS OF USE:**

Your use of this Website is subject to the following terms of use:

- a. The content of the pages of this Website is for your general information and use only. It is subject to change without notice. Unauthorised use of this Website may give rise to a claim for damages and/ or be a criminal offence.
- b. The service statements on this Website are for general description purposes only. The information contained in this Website should not be viewed as an offer to sell or as a solicitation to purchase any of our Services. Furthermore, not all Services are available in every state or country.
- c. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. The description of Services mentioned on the Website may be from commercial perspective and may not represent their true legal character. The User of the Website are requested to independently verify and should not rely merely on the Website representation. The Company shall not be liable for any claim of whatsoever on the basis of any representation / description of Services on the Website.
- d. The Website may contain links to other third-party sites. Such sites will contain their own separate terms and conditions. Your access to and use of these interactive sites will require acceptance of these separate terms and conditions.
- e. You agree to use the Website only for lawful purposes. You agree not to take any action that might compromise the security of the Website, render the Website inaccessible to others or otherwise cause damage to the Website or the content therein. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use the Website in any manner that might interfere with the rights of third parties.
- f. This Website uses cookies to monitor browsing preferences.
- g. We make no warranties or representations about this Website or any of its content being up to date. The Company will not be responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by

other parties or the transmission of a computer virus, suffered in connection with the use of this Website. Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.

- h. All materials herein and all Company software are proprietary to Company and protected by world-wide copyright and other intellectual property laws. Except as stated herein, none of the materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of the Company.
- i. Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- j. Any violation of these Disclaimer and User T & C may result in legal liability upon you. Nothing in these Disclaimer and User T & C should be construed to confer any rights to any third party or any other person. Your use of the Website means you are consenting to this User T & C and agree to be legally bound by it.
- k. You acknowledge and agree that nothing in these Disclaimer and User T & C shall have the effect of transferring the ownership of any copyrights, trademarks, service marks, trade names or other proprietary rights in the Website or Application or any other Material or any part thereof to you or any third party.

### **3. PROHIBITED USE:**

- As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these Disclaimer and User T & C or by any domestic or international laws, statutes, ordinances and regulations. Your use of Website is your responsibility.
- You shall not, display, upload, modify, publish, transmit, update or share any information on the Website, that –
  - Belongs to another person and to which you do not have any right;
  - Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner;

- Involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming” or unsolicited commercial advertisement;
- Harm minors in any way;
- Infringes any patent, trademark, copyright or other proprietary rights;
- Violates any law for the being in force;
- Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- Impersonate another person;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

#### **4. Intellectual Property Rights (IPR):**

The contents (including but not limited to logo) placed on the Website may be subject to patent, trademark, copyright (IPR) and User of the Website are advised no to copy, reproduce, extract, modify, transmit any content on the Website without seeking prior permission of the Company. The terms “CASHe” “Company,” “we,” “our,” and “its” when referring to these entities are used only for convenience and are not intended to be an accurate description of ownership, operation or corporate/legal relationships. Unless specifically requested, CASHe does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you. By submitting or sending information or other material to us you represent and warrant that the information is original to you and that no other party has any rights to the material. By submitting or sending information or other material to us you grant us the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that any “moral rights” in posted materials have been waived. You agree and acknowledge that by using this Website, any and all communications and/or information transmitted by you to or through the Website will not be treated as confidential or proprietary. You agree to defend, indemnify and hold Company, Lending NBFC and each of its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees, arising in any way from your use of the Website or the placement or transmission of any message, content, information, software or other

materials through the Website by you. References on the Website to services and products or supplied information or data provided by the Company are on an “as is” and “as available” basis, without warranty of any kind, either express or implied. Without limitation of the foregoing, We specifically disclaim any and all warranties, including, but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of the Website; and (ii) any warranties of title, warranty of non-infringement, warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of dealing, usage or trade practice. This disclaimer of liability applies to any damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content, or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of record, unauthorized access to, alteration of, or use of record, whether for breach of contract, tort, negligence, defamation, or any other cause of action. We do not warrant or guarantee: (i) that any portion of the Website will be free of infection by viruses, worms, trojan horses, or anything else manifesting contaminating or destructive properties; or (ii) that access to the Website will be uninterrupted or error-free. Under no circumstances, including, but not limited to, negligence, shall We be liable to any party for: (i) any direct, indirect, special, punitive, incidental, exemplary, consequential (including, but not limited to, damages for business interruption, loss of business profits, loss of programs, or loss of information), or any other damages arising in any way out of the availability, use, reliance on, or inability to use the materials in this Website, even if the Company authorized representative has been advised of the possibility of such damages; or (ii) any claim attributable to errors, omissions, or other inaccuracies in, or destructive properties of the Website. In no event shall our total liability to you herein, for any claim or action arising from use of the Website (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, for accessing this Website. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the fullest extent permitted by law.

## **5. USER REGISTRATION:**

You may use the Website without registration however, to participate in certain activities of the Website you may be requested to create an account, or you can login any other third-party service account permitted by the Website. In the event you wish to create an account with us you may do so by completing the registration process. You agree to a) provide true, accurate, correct and complete information as prompted by the applicable registration form b) maintain and update true, accurate, correct and complete information provided by you during the registration process. You may be required to choose a password and username. You are solely responsible for maintaining the confidentiality of your password and account. If at any time Company believes that your account and password is being misused in any manner, or that the information provided

by you during the registration process is not true, inaccurate or incomplete the Company reserves the right to cancel your account and block your access to Website. You are entirely responsible for any and all activities that occur under your account. You agree to notify the Company of any unauthorized use of your account or any breach of security. Company will not be liable for any loss that you may incur as a result of someone else using your password or account or your failure to comply with this section.

#### **6. LINKED SITES:**

Linked sites are not under the control of the, Company and the, Company is not responsible for the contents of any linked site or any link contained in a linked site. The Company provides links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company. The Company has no control over such third-party Website and any dealing with such third parties shall be at your own risk.

#### **7. USE OF GOOGLE ANALYTICS & GPS:**

The Website uses Google Analytics, a web and mobile analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your device, to help analyze how users use the Website application. The information generated by the cookie about your use of the Website (including your IP address) will be transmitted to and stored by Google on servers in the United States or India or Cloud. Google will use this information for the purpose of evaluating your use of the Website, compiling reports on Website activity for operators and providing other services relating to Website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. By using this Website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

#### **8. ADVERTISING MATERIAL:**

Some part of the Website may contain advertising information or promotion material, or other material submitted to the Company by third parties. Responsibility for ensuring that the material submitted for inclusion on Website complies with applicable law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers or including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Company will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site. Company reserves the right to omit, suspend or change the position of any advertising material submitted for insertion.

**9. DATA PRIVACY:**

This Website's Privacy Policy governs our collection, use, and disclosure of your personal information and is incorporated into these Disclaimer and User T & C. Please read it carefully. It describes what information we collect from you and when, how and why we may create an account for you, who we share your information with and when and how you can opt-out or delete your account. This is important information. By providing your personal details and by using our Website, you consent to our Privacy Policy.

**10. CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS:**

By clicking the 'I Agree' button, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address / mobile number that as per our records, or when we post the electronic communication on the Website.

**11. APPLICABLE LAW:**

These Disclaimer and User T & C shall be a legally binding agreement between User and us and shall be governed by and interpreted and construed in accordance with the laws of India. Notwithstanding the foregoing, we reserve the right to pursue any action or claim against you in any court of competent jurisdiction which we believe is the most appropriate to seek any relief. Subject to the arbitration provision herein, the courts at Mumbai, India shall have exclusive jurisdiction over any claims or matters arising out of these Disclaimer and User T & C.

**12. ENTIRE AGREEMENT:**

These Disclaimer and User T & C together with the policies and other documents made available on the Website, as amended from time to time, constitute the entire agreement between you and us. If any provision of these Disclaimer and User T & C or any policy are considered unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Disclaimer and User T & C or any policy and shall not affect the validity and enforceability of any remaining provisions.

**13. CHANGES TO TERMS OF USE:**

We reserve the right to modify them at any time, and without actual notice to you. All such changes to these Disclaimer and User T & C will appear on the Website and shall be deemed to be modified from such date as the Company may in its sole and

absolute discretion decide. By using this Website following any modifications to these Disclaimer and User T & C, you agree to be bound by any such modifications to these Disclaimer and User T & C. If any changes to these Disclaimer and User T & C are unacceptable to you, you must discontinue use of the Website. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Website, including for any violation of any provision of these Disclaimer and User T & C. We also reserve the right to change the Website without notice to you, at any time.

#### **14. LIMITATION OF LIABILITY:**

While we make reasonable efforts to ensure the safety and functionality of our Website, these efforts may fail and errors may occur. IN NO EVENT SHALL COMPANY OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE CONTENT OF THIS WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, COMPUTER VIRUS OR SYSTEM FAILURE, OR LOSS OF DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS WEBSITE (OR THE CONTENT PROVIDED AT THIS WEBSITE ON ANY APPLICATION RELATED TO ANY THIRD PARTY), OR USERS' INABILITY TO USE THE CONTENT CONTAINED IN THIS WEBSITE (OR ANY OTHER APPLICATION), ON ANY THEORY OF LIABILITY. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM YOUR RELIANCE ON THE CONTENT OF THIS WEBSITE. THESE WAIVERS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO US FOR ACCESSING THIS APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY REMEDY PROVIDED UNDER THESE DISCLAIMER AND USER T & C FAILS OF ITS ESSENTIAL PURPOSE.

#### **15. INDEMNIFICATION:**

You agree to defend, indemnify, and hold harmless the Company and its parent / holding company, subsidiaries, affiliates and their respective employees, agents, contractors, officers, directors, successors and assigns from all liabilities, claims, damages and expenses, including without limitation attorneys' fees and costs, that arise from your use or misuse of this Website, without limitation, any actual or threatened suit, demand, or claim made against Company arising out of or relating to the User Content, your conduct, your violation of these Disclaimer and User T & C, or your violation of the rights of any third party.

## **16. TERMINATION:**

We shall have the right to immediately terminate this agreement with you and your use of the Website if we determine in our sole discretion that you have breached any of these Disclaimer and User T & C or otherwise been engaged in conduct which we determine in our sole discretion to be unacceptable. Upon termination or expiration of these User T & C, your obligations and our rights and disclaimers survive, but your right to use the Website immediately ceases. Any express waiver or failure to exercise promptly any right under these Disclaimer and User T & C will not create a continuing waiver or any expectation of non-enforcement.

## **17. GENERAL TERMS:**

- a. Force Majeure: In no event shall Company be liable for any acts beyond its control or for any acts of God.
- b. Modification of Services: We reserve the right to modify or discontinue (completely or in part) our Website, Services, or any content appearing therein. We will not be liable to you or any third party if we exercise this right.
- c. No Waiver: Our failure to exercise or enforce any right or provision of these Disclaimer and User T&C will not be deemed to be a waiver of such right or provision.
- d. No Third-Party Beneficiaries or Rights: These Disclaimer and User T&C do not create any private right of action on the part of any third party or any reasonable expectation that the Website or Services will not contain any content that is prohibited by these User T&C.
- e. Complaints: In the event you have any complaint(s) pertaining to Services provided through this Website, please feel free to email us at [support@bhanix.in](mailto:support@bhanix.in) and kindly provide your name, email address, physical address and contact numbers so that we may be in a position to verify details or check the authenticity of the complaints.
- f. Assignment: You may not assign or otherwise transfer your rights or obligations under these User T&C. We may assign our rights and duties under these User T&C without any such assignment being considered a change to these User T&C and without any notice to you.
- g. Notices: Any notices or other communications that you wish to send to us may be addressed to the registered office [support@bhanix.in](mailto:support@bhanix.in)
- h. Dispute Resolution: Any Dispute relating in any way to your visit to Website or to Services through Website shall be submitted to arbitration in Mumbai, India,

except that, to the extent you have in any manner violated or threatened to violate this Website's intellectual property rights, We may seek injunctive or other appropriate relief in any court in India or internationally, and you consent to exclusive jurisdiction and venue in such courts.

- i. The Arbitration under this agreement shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The Award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.
- j. We reserve the right to make changes to our Website, policies, and these Disclaimer and User T & C at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
- k. Feedback: We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing us at [support@cashe.co.in](mailto:support@cashe.co.in).
- l. Contact Information: If you have any questions or suggestions regarding our User Terms and Conditions, please contact us at [support@bhanix.in](mailto:support@bhanix.in)

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