

TERMS AND CONDITIONS FOR LENDING SERVICES

Resilient Digi Services Private Limited(formerly known as Resilient TechServ Private Limited), (“**Company**” /“**We**”/“**Us**” / “**Our**”) is a private company that acts as a lending service provider to facilitate identification of prospective borrowers for credit products provided by regulated financial institutions in accordance with its digital platform and provides other value-added services to such its customers (“**You**”, “**Merchant**” and “**User**”).

You hereby agree and understand that all information and data collected and used by the Company shall be in accordance with our privacy policy (available here) and the Financial Partner’s policies.

The Company is acting merely a facilitator and intermediary for making available loan to the Merchants which shall be in accordance with the terms of it’s Financial Partner. In order to avail these services, you agree and confirm to have read the Terms for Lending Service set out herein. You acknowledge and agree that the services rendered by Us to You as an intermediary are distinct and mutually exclusive from that of services offered by BharatPe Group.

These Terms for Lending Service shall be made effective through checkbox consent mechanism, or any other digital mode of acceptance as may be facilitated by the Company. Alternatively, these may be made effective over email correspondence and acceptances or simply by obtaining physical signatures of the Merchant.

Please read the terms and conditions carefully before accessing or using the Lending Services (defined below) (“**Terms**”). The Terms are a legal contract between You and the Company. You agree and acknowledge that you have read the Terms set forth below. If you do not agree to these Terms or do not wish to be bound by these Terms, you may not use the Lending Services and/or immediately terminate the Lending Services.

1. DEFINITIONS

- 1.1. “**BharatPe Application**” shall mean the platform operated by the Company to provide Lending Services to its Users.
- 1.2. “**BharatPe Group**” shall mean and include parent, group, affiliates or subsidiary entities of the Company.
- 1.3. “**Credit Information**” shall mean any information relating to (i) the amounts and the nature of loans or advances, amounts outstanding under credit cards and other credit facilities granted or to be granted, by a credit institution to any borrower; (ii) the nature of security taken or proposed to be taken by a credit institution from any borrower for credit facilities granted or proposed to be granted to him; (iii) the guarantee furnished or any other non-fund based facility granted or proposed to be granted by a credit institution for any of its borrowers; (iv) the credit worthiness of any borrower of a credit institution; or (v) income and/or expense details of any borrower.
- 1.4. “**Credit Information Companies**” or “**CIC**” shall mean TransUnion CIBIL Limited (Formerly Credit Information Bureau (India) Limited), Equifax Credit Information Services Private Limited, Experian Credit Information Company of India Private Limited, CRIF High Mark

Credit Information Services Private Limited or any other credit information company which has been granted a certificate of registration by Reserve Bank of India (RBI).

- 1.5. **“Financial Partner”** shall mean any bank and/or non-banking financial company or other credit providers who will provide loans to you, through BharatPe Application .
- 1.6. **“KYC”** shall refer to the documents under the ‘know your customer’ guidelines issued by the Reserve Bank of India and shall include address proof, identity proof, income proof, PAN or such other officially valid documents.
- 1.7. **“Lending Services”** shall mean the services extended / to be extended by including but not limited to providing loans services through its Financial Partners on the BharatPe Application.
- 1.8. **“Personal Information”** shall mean any information that relates to an identified or identifiable natural person and includes sensitive personal information.

2. ELIGIBILITY TO USE

2.1. You expressly acknowledge and agree that: (i) you are a legal person; (ii) you are capable of entering and authorized to enter into a legally binding agreement; (iii) your employees, officers, representatives, and other agents accessing BharatPe Application are duly authorized to access the Lending Services and to legally bind you to these terms and all actions; (iv) all registration information you submit is accurate and truthful; (v) you will maintain the accuracy of such information; (vi) you are not barred or otherwise legally prohibited from accessing or using Lending Services under the laws of India; (vii) where you are an incorporated person or corporate entity, you are duly constituted and validly existing under Indian law, (viii) expressly acknowledges and agrees that use of the Lending Services is permitted only for those who are physically located in India at the time of registration, linking to any offering forming part of the Lending Services and (ix) You are going to avail the Lending Services and the loan proceeds only for legitimate purposes and not use the services and the loan proceeds for any illegal or prohibited purposes.

2.2. To avail the Lending Services, you should have an active Indian mobile number and bank account.

3. USER COVERNANTS:

- 3.1. You hereby represent that you are not a politically exposed person (PEP) and that the KYC details provided by you are true and correct. You further agree and acknowledge that the User shall inform both the Company and the Financial Partner in the event of any change in its PEP status or details provided as part of Know Your Customer checks.
- 3.2. The Documents create obligations independent of these Terms and stopping the use of the BharatPe Application shall not affect the obligations of the User owed to the Financial Partner under the Documents.
- 3.3. You will not engage in any activities related to the Lending that are contrary to any applicable law or regulation or any terms of BharatPe Group and the Company
- 3.4. You will not solicit others to perform or participate in any unlawful acts; 3.5. You will not provide information belonging to any person other than yourself.

3.6. You will not use or attempt to access an account that belongs to another person for yourself or on behalf of another person.

4. DISCLAIMER AND DISCLOSURES AND OTHER INFORMATION

4.1. The Lending Services are being offered to you through the BharatPe Application, however, the Company is merely facilitating the provision of loan facility by the Financial Partners to you and the Company does not/is not directly or indirectly providing the loan to you.

4.2. Any User who has a loan facility offer available on the BharatPe Application can avail it by completing the loan disbursement journey on the BharatPe Application which includes – CKYC verification, liveness check or Video KYC verification, creation of e-NACH mandate and OTP based electronic execution of loan documents.

4.3. The loan facility offered to you through the Financial Partners are Reserve Bank of India, regulated entities and have the necessary authorizations/certifications in place to offer the loan facility and credit products. The credit products and loans availed by you shall be subject to and shall be governed by the documents executed by the you as part of the loan journey. These documents *inter alia* include the Financial Partner's terms and conditions, key facts statement, loan agreement, loan application form, privacy policy and/or any other documents which govern the borrower and lender relationship between you and the Financial Partner (“**Documents**”). The final decision to provide/sanction/approve the loan is solely the responsibility of the Financial Partner and shall be subject to the KYC requirements, execution of the Documents and credit analysis.

4.4. The relevant Documents shall be shared by the Financial Partner through email/SMS/WhatsApp and/or shall be available either on the BharatPe Application and/or the Financial Partner's website.

4.5. The role of the Company is limited to facilitating the Lending Services and in no way shall the Company be responsible for or held liable for any service offered by the Financial Partner and/or the acts or omissions of the Financial Partner and its representatives.

4.6. The Company has no role in making decisions and determining the credit analysis, KYC process, approving, sanctioning and rejecting the loan offer is at the discretion of the Financial Partner.

4.7. You understand that based on the information submitted by you and your Personal Information in accordance with the Privacy Policy and other details available with BharatPe Group, you may be shown indicative loan offers. It is not a commitment from the Company/BharatPe Group and/or the Financial Partner to provide a loan or any credit facility.

4.8. You authorize the Company to collect your loan details, Personal Information, loan amount, loan agreement, disbursement, repayment, collection from BharatPe Group along with other information including without limitation KYC details/documents from Financial Partner for rendering you Lending Services from time to time.

5. CREDIT INFORMATION

5.1. You hereby agree and authorize the **Company and/or the BharatPe Group** to access, use, collect my Credit Information for the purpose of determining the Eligibility and consent that the Company has the right to the details with the Financial Partner for facilitating the loan.

5.2. You hereby agree and authorize the Financial Partner to collect, pull, store and verify my credit report from CIC and KYC details from other authorities for the processing of the loan application.

6. LOAN AMOUNT, DISBURSAL AND REPAYMENT

6.1. Pursuant to a request by the User and relying on the representations, warranties, and undertakings of the User and such other terms and conditions of the Documents and other terms set out by the Financial Partner, then Financial Partner shall disburse the loan amount directly into the bank account of the User.

6.2. The amount of repayment, the frequency of the repayment shall be in accordance with the terms agreed by the User before availing the loan.

6.3. The loan amount may be repaid in the form of equated monthly instalments ("EMI")/equated daily instalments ("EDI") as specified in the Documents, and the User shall be liable to the Financial Partner until all amounts due and payable by the User to the Financial Partner have been discharged in full to the Financial Partner's satisfaction.

6.4. By agreeing to these Terms and the Documents, you authorize the Company and/or BharatPe Group (directly or indirectly through the service providers) to send you messages, alerts/ communications and provide notifications on the BharatPe Application to display, indicate and inform you of the details of the amount collected, the total amount payable to the partner, the total amount that can be paid as EDI to the Financial Partner on a particular date and/or to push you to make the payment to the Financial Partner directly.

6.5. The amount of EMI/EDI/Daily Collections Amount shall be displayed on the BharatPe Application on the basis of the information received to the Company.

6.6. You agree and understand that it is Your responsibility to pay the loan amount and any other outstanding amount to the Financial Partner by the due date. In the event of late payment, the Financial Partner may levy default interest, extra costs, or a penalty as Documents.

6.7. The Financial Partner may provide you with various options to repay/prepay (including payment of the EDI/EMI), the loan amount directly to the Financial Partner as per Documents executed/accepted by the User. Any such payment option, method and mechanism shall be displayed on the BharatPe Application for the User and/or communicated to the User in any other manner as maybe prescribed by the Financial Partner from time to time.

6.8. You agree and undertake to submit an e-NACH Mandate and/or eMandate and/or UPI mandate (or any other method as directed by the Financial Partner) in favour of the Financial Partner for the repayment of loan amount and other payments. Any activation failure/ dishonor / revocation of e-NACH / eMandate will attract applicable charges. You shall maintain adequate balance in the relevant bank account for realization of the amount on the due date. The e-NACH / eMandate/ UPI mandate registration will be done on the User's bank account that is registered with BharatPe Group. The User understands and undertakes that User cannot change and shall not close this bank account till any amount is outstanding under the loan provided by the Financial Partner.

6.9. You agree and acknowledge that the Company does not accept any money directly into its account and/or does not collect any cash as a mechanism/means to repay the loan.

7. RECOVERY

7.1. It is hereby agreed by you and you hereby consent that the Financial Partner, Company, BharatPe Group and their representatives and agents have the right to contact you whether by phone, in person or otherwise, to recover the outstanding dues. You agree that such calls do not fall under commercial promotional communication and pertain to payments against your lawful due and therefore the parties may reach out notwithstanding his / her registration with the National Do Not Call Registry. The Company shall perform its obligation strictly as per the applicable laws and RBI regulations.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1. You acknowledge that, pursuant to these Terms, you may have access to certain confidential information of the Company and agree not to disclose to any third party any confidential information.

8.2. You shall ensure that no person who has access to any Lending Services shall reverse engineer, decompile or disassemble any software shared/disclosed by the Company, or write or develop any derivative software or any other software program based thereon.

8.3. The Company and/or BharatPe Group (as the case may be) shall exclusively retain all worldwide rights, title and interest in and to the Lending Services and the BharatPe Application (including without limitation ownership of all intellectual property rights therein and to the enabled by the Company and software related thereto).

8.4. You understand and agree that the customizations, if any, carried out for and on behalf of you shall be intellectual property rights of the Company and that you can only use such additional modifications/ amendments during the term of the engagement.

9. INDEMNIFICATION

9.1. You hereby undertake and agree to indemnify and hold harmless the Company against all actions, proceedings, claims, penalties, demands and costs (including without limitation, legal costs of Company), awards, damages, losses, liabilities and/or expenses, however arising out of or in connection with:

9.1.1. any claim of or proceeding brought in relation to Lending Services;

9.1.2. any negligence by you or any of your agents, employees, licensees, contractors; 9.1.3. a breach of any term or condition mentioned herein, by you or any inaccuracy of a representation or warranty given by you hereunder;

9.1.4. a breach of applicable laws.

9.1.5. Any breach of your obligations in the Documents and these Terms.

10. LIMITATION OF LIABILITY

10.1. Notwithstanding anything contrary contained in these Terms, the Company shall not be liable to you or any Customer for any special, indirect, incidental or consequential damages arising in connection with these Terms or otherwise

10.2. You agree and understand that the role of the Company is extremely limited and is only acting as a facilitator between You and the Financial Partner. You agree and understand that in case of any issue with the loan or service of the Financial Partner (or any person other than the

Company)), your rights will be governed as per the applicable laws Documents accepted by you.

10.3. You further agree and undertake not to make the Company and the BharatPe Group a party to any dispute and/or make any claim against them unless the dispute or claim directly relates to the acts or omissions of the Company and/or the BharatPe Group relation to the services provided under these Terms.

11. NO WARRANTY

11.1. Except as expressly provided herein, the Company disclaims all warranties, responsibilities, express or implied, written or oral, including but not limited towards warranties of merchantability, any service interruptions (including on account of communication outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Transactions) and fitness of Lending Services and it does not warrant that the functions contained in Lending Services shall be uninterrupted or error free.

12. SUSPENSION AND TERMINATION

- 12.1. The Company and its partners reserve the right and shall be entitled to suspend the services immediately, including withholding, rejecting the settlements that is or may be suspicious, susceptible or fraudulent or for risk management purposes, pending inquiry and/or resolution of such issue, including any breach of these terms and conditions.
- 12.2. Termination of these Lending Services shall not release any Party from the obligation to make payment of all amounts then due and/or payable.
- 12.3. These terms and the particulars herein are subject to applicable law and regulations and would be modified / discontinued based on the prevailing law/regulation at any point of time and neither Party shall be under any liability or obligation or continue implementation of these Terms till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that these Terms cannot be continued without total compliance of the prevailing law at any point of time, these Terms shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Terms comes into force.

13. FORCE MAJEURE

13.1. Should either Party hereto be delayed in or prevented, in whole or in part, from performing any obligation or condition hereunder, or from exercising its rights by reason or as a result of any force majeure, such party shall be excused from performing such obligations or conditions while such party is so delayed or prevented. The term "force majeure" as used herein means acts of God, acts of government, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, blockades, wars, insurrections or riots, terrorism, epidemics, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities or incompatibilities, or other similar causes beyond the control of such party.

14. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

14.1. These Terms shall be governed by and construed in accordance with the laws of India.

14.2. Any difference, dispute, conflict or controversy, including any question as to its existence, validity or termination, arising out of or in connection with these Terms and Conditions (“Dispute”) shall, if not amicably settled within 30 (thirty) days after the receipt by one Party of a written notice from the other Party of the existence of such Dispute, be referred to and resolved in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator duly appointed in terms of the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be New Delhi and the arbitration shall be conducted in English. The award of the arbitrator shall be final and binding upon the Parties. Each Party shall bear its own cost of arbitration.

14.3. Subject to Clause 14.2 above, the Courts at New Delhi shall have sole and exclusive jurisdiction over any matters related to these Terms.

15. GRIEVANCE REDRESSAL POLICY

To ensure that your concerns are addressed and resolved in a timely manner, Resilient TechServ Private Limited has formulated an escalation matrix as set out below.

Level 1: Registration of your Complaint.

To register your complaint, please click <http://bharatpe.in/bpsupport>. We aim to resolve all your complaints within 10 business days.

Level 2: Escalate to our Customer Support Centre.

Call our customer support centre at [+918882555444](tel:+918882555444). Our customer support aims to resolve all your complaints within 10 business days.

Level 3: Escalate to our Grievance Redressal/Nodal Officer.

In relation to the extant guidelines as prescribed by the Reserve Bank of India, the details of our Grievance Redressal/Nodal Officer are set out below:

Name: Mr. Pushpendra Kumar

Contact Details: +91 [9899355922](tel:+919899355922)

Email: nodalofficer@bharatpemoney.com

Working hours: Monday to Friday from 10:00 a.m to 7:00 p.m. We aim to resolve your complaint within 10 business days.

Resolution Process

- We aim to resolve all your concerns and complaints in our level 1 matrix within the said timelines.

- In the event, your concern remains un-resolved or not resolved to your satisfaction and you wish to escalate your concern to next level, you need to ensure that you have already exhausted the previous level(s). You are also required to hold a valid ticket number before approaching each level.
- Please note that due to technical or operational reasons there may be delay in resolving your complaint. Further, if the issue/grievance is related to a third party, then the aforesaid timelines may change. The delay/increased timelines may be dependent on the respective third party including but not limited to the clearing house/banks /network providers/regulator. In these cases, we will inform you promptly of such delay and increased timelines.
- In the event of a refund, you may get an approval for refund instantly, but it may take 310 business days for the money to be reflected in your account.
- If your query or complaint has not been satisfactorily resolved at previous levels within 30 days, you can reach out to the RBI ombudsman at <https://cms.rbi.org.in/> or visit the Sachet portal at <https://sachet.rbi.org.in/>

16. MISCELLANEOUS

- 16.1. Cooperation.** You acknowledge that your timely provision of access to your systems and various devices, as well as assistance, processes, cooperation, complete and accurate information and data from your officers, agents, and employees and suitably configured hardware and software are essential to performance of any Lending Services. You shall allow BharatPe to audit and inspect business processes followed by you related to Lending Services and suggest suitable changes thereto.
- 16.2. Commercial Communication.** You acknowledge that you may receive communication over voice calls and messages regarding Lending Services, and products, and such other promotional communications. You unconditionally consent that such communications are:
- upon your request and authorization;
 - not 'unsolicited commercial communications' as per the guidelines of Telecom Regulation Authority of India (TRAI);
 - in compliance with the relevant guidelines of TRAI or such other authority.
- 16.3. Independent contractors.** Nothing in these Terms and Conditions shall be deemed to constitute either Party a partner, agent or legal representative of the other Party, or to create any fiduciary relationship between the Parties.
- 16.4. Severability.** It is the intent of the Parties that in case any one or more of the provisions contained in these Terms shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws and such invalidity or unenforceability shall not affect other provisions of these Terms.
- 16.5. Notices.** Notices to be issued pursuant to these Terms shall be delivered to the registered address of the relevant Party as first mentioned herein, or such other address as may be

notified by the relevant Party (such change to address shall come into effect 5 (five) business days after delivery thereof).