TERMS AND CONDITION

Svamaan Financial Services Pvt. Ltd.

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We at Svamaan Financial Services Pvt Ltd (“our”, “us”, “we”, “Company”, “Svamaan”) have developed Svamaan Customer Facing App, a mobile application (“App”) and are happy to have you with us. Please read these terms of use (“Terms”) carefully before you use the App since they constitute the agreement between you and us. For the purpose of this TERMS OF USE, the Users of the App or Services may be “Customer” or any other persons using the App or Services or accessing the App (“Customer”, “User” or “you” or “your” or “yourself”).

By accessing or using the App/ Services, you agree (on behalf of yourself and your co-applicants, members, nominees, if any) to be bound by these Terms and use of your information as set forth in the Privacy Policy.

All our Services are subject to applicable laws, government notifications, the rules, regulations and guidelines issued by the Reserve Bank of India (“RBI”) and any other regulatory body/bodies defining the rules/regulations governing the offer of any Services on the App.

We may revise these Terms as well as update the App and Services from time to time. For any grievances, please contact our grievance officer as provided in clause 12 below

We help you access primarily loans and other products in a simple, convenient manner. You may use our Services only if you are legally permitted to do so under applicable laws.

1. SCOPE OF SERVICES

We offer financial services including loans, bill payments directly or through partnership with other entities through the App.

You explicitly declare that my age is between 21-65 years at the time of applying for any services in the App and I possess valid KYC documents. You are also an Indian citizen with no criminal cases pending against and are not a member of any banned organization.

At the time of registration, your information is required to verify your identity and to complete registration in the app. We collect information about the device you use to access our services, including

your device's unique ID i.e. operating system version, SDK version and mobile network information including carrier name, phone number, SIM Serial and SIM Slot, so as to uniquely identify the devices and to ensure no unauthorised device acts on your behalf, which helps us in preventing fraud. We also track and collect data related to the performance of the application and other diagnostic data for identifying and resolving any technical glitches that may be identified from such data and also for improving the overall functionality of the application to provide a personalized user experience to you.

2. YOUR OBLIGATIONS

You must always provide us with correct information, keep your mobile device secure, keep the App updated.

1) Duty to provide true information: The information you provide is used by us, our Affiliates to determine your eligibility for our Services. It is critical that all information you provide to us are true, complete, not misleading and are regularly updated by you. If all or any part of this information is incorrect, incomplete, fraudulent or misleading, it would be a breach of these Terms and a violation of the law. You must further ensure that you do not do anything that make the information provided by you incorrect, incomplete, fraudulent or misleading at a later date. If you discover any information provided is incorrect, incomplete, fraudulent, misleading or provided without adequate authority, then please write to us immediately at customercare@svamaan.in.

2) Duty to be responsible: Considering the nature of the App and Services provided, please ensure that you keep your mobile device safe. You are solely responsible for all activities that occur under your credentials on the App. You should keep your password, mPIN, OTP and other access controls safe and not disclose your Svamaan

Customer Facing App / account details to any third party or share the account with any third party. If you think someone has gained access to your Svamaan Customer Facing App , please contact us immediately.

3) Obligation to indemnify: To the extent permitted under applicable law, you agree, to indemnify us (i.e., the Company), our Affiliates, directors, agents, and employees from and against all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of or relating in any way to (a) your access to or use of the App and/or Services; (b) your breach of these Terms; (c) your breach of any applicable laws or third-party rights; and/ or (d) any act of fraud or misrepresentation.

4) Ensure compatibility and keep updated: You must ensure that you keep updating the App as and when we release new versions of it. Failure to do so may make you incapable of using certain Services, features or the App altogether.

3. RESTRICTIONS ON YOU

You shall not hack or in any way jeopardize the App. You should not use the App/Services for any illegal purposes.

1) No scaling or jeopardizing our platform: You agree to not interfere with or use non-public areas of our App and our technical delivery system. You will not introduce any trojans, viruses, any other malicious software, any bots or scrape our App for any User information. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. If you tamper or attempt to tamper with our technological design and architecture, we may terminate your Svamaan Customer Facing App Account. We may further report such actions to the appropriate law enforcement authorities and initiate legal actions.

2) No commercial usage: You shall use the Services only for your lawful and personal use. You will not use the App or our Services for any purposes not permitted under applicable law and these Terms.

3) No illegal usage: You shall not use the App or the Services for committing fraud, embezzlement, money laundering, terrorist financing or for any other unlawful and/or illegal purposes. Further, although we may, from time to time, monitor or review any facilities, if established or otherwise offered on the App for discussions, chats, postings, transmissions, bulletin boards, and the like on the App, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law for the time being in force. We are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the App. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

4) Maintenance of accounts: You shall not do any action that may jeopardize the Svamaan Customer Facing App / Svamaan financial Account.

4. INTELLECTUAL PROPERTY

We own the content on the App. You cannot duplicate or commercially exploit the App or its content.

1) All of the content on the App, including its images, illustrations, graphics, video clips, text, reports generated, trademarks, as well as the underlying code of the App ("App Content"), constitutes our intellectual property.

2) We give you a limited, non-transferrable, non-sublicensable and revocable license to access the App, avail of the features of the App for your personal, lawful requirements only. You are not entitled to duplicate, distribute, create derivative

works of, display, or commercially exploit the App content, features or facilities, directly or indirectly, without our prior written permission.

5. REGULATORY CHANGES

Financial technology is an evolving sector. This may lead to changes in law and regulations which may lead to us to modify the App.

Regulation around technology and related services is ever changing. You understand that the Company may have to modify the Services as well as the App on account of the regulatory landscape we are subject to. In such case, if you become incapable of using all or any part the App or the Services, the same shall not be our fault.

6. THIRD PARTY LIABILITY

In order to provide you with a working ecosystem, we collaborate with various third parties. These third parties have their own protocols, terms of use and privacy practices. We cannot be responsible for their activities.

In providing the Services to you, we needs to use third-party services. This is done to facilitate checking your credit score, facilitating payment to and from you and other practical and functional purposes in order to enhance the Services we provide You. While we have appropriate agreements in place with these third parties, we do not accept any liabilities that may arise from our use of or reliance on such third-party services.

7. TERMINATION

If we decide to terminate your Svamaan Customer Facing App Account for any reason, we will inform you of such decision by SMS / Call / Field Assistant. However, you shall continue to make the payments/ repayments owed to us as agreed under the respective documents/policies.

8. FORCE MAJEURE

We shall not be held responsible for any deficiency or loss of Services owing to any reasons outside of our control. Without limiting the foregoing, under no circumstances

shall we be held liable for any damage, loss, loss of services of App, due to deficiency in provision of the Services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots, etc.

9. USER DATA CONSENT

By using our digital platform, you acknowledge and provide explicit consent to the collection, processing and use of your personal data as outlined below:

9.1. VoterID and Aadhaar Data:

We collect and process your Voter ID and Aadhaar information for the purposes of KYC verification, user authentication and fraud prevention. Your Aadhaar data is collected through offline Aadhaar Data Verification. You may require to use your Aadhaar information for the purpose of e-Signature in accordance with the process approved by UIDAI.

9.2. Location Data:

Your location data is collected to verify your geographic location for security, fraud prevention and to tailor our services to your region.

9.3. Personal and Business Profile Data:

Data you enter about your personal profile (marital status, education, etc.) and business profile (income, expenses, etc.) is used for credit assessment and to provide you with relevant financial services.

9.4. Bank Account Information and UPI VPA:

Your bank account information and UPI Virtual Payment Address (VPA) are collected for the purposes of facilitating collections and other payments as part of our services.

Your consent to the above data collection and processing is crucial for us to provide you with our services effectively. We are committed to safeguarding your

data and ensuring its secure handling in accordance with the applicable laws and regulations. If you do not provide consent to the above data collection and processing, it might hinder our ability to offer you certain services or verify your identity accurately.

For any questions about our data collection and processing practices, please refer to our Privacy Policy or contact us at customercare@svamaan.in.

10. GRIEVANCE OFFICER

In order to address any questions or grievances that you may have regarding the use of App or Services, please contact our Grievance Officer mentioned below:

Name: Mr. Priyabrata Banerjee
Toll Free Number: 1800-123-222000
Address: Svamaan Financial Services Pvt Ltd, 93, 9th Floor, Maker Chambers VI, Nariman Point, Mumbai - 400 021

10.1. BBPS:

General Terms for Recharge & Pay Bills

Users may note that Svamaan is only a facilitator of payments and is not a party to the payments.

Svamaan facilitates Recharge and Pay Bills services by allowing you to pay for the Mobile Post-paid, Prepaid Recharge and landline Phone Bill Payment, DTH and Subscription for Streaming Services Payment, Other Utility Payments like Electricity, LPG etc. Credit Card Payment, Insurance Premium Payment, Donate online, Internet broadband and Data card Bill Payment, Municipal Tax & Water Tax payment, School Fees payment, Toll Tax recharge (FasTag), Loan repayment and other services provided by Svamaan from time to time which are available under “Recharge and Pay Bills” section of Mobile APP through a) aggregators with whom Svamaan has a agreement or through the Bharat Bill Payment Operating Unit (BBPOU) infrastructure where the Merchant is registered with NPCI for Bill payments.

You authorize Svamaan to access, fetch, share, use, store the information related to your account with the Merchant for Recharge & Bill Pay Services on an ongoing basis on your behalf for the said purposes.

You understand that correctness of information is of utmost importance for fetching the right bill and subscription value and you accordingly confirm to ensure and be responsible for the correctness of the identifier information.

You understand that the amount to be paid, recharged or subscription value is an agreement between you and the Merchant and Svamaan has no obligation to verify the correctness of the same.

You agree that for providing the Recharge & Bill Pay Services the User identifier data, location/state and/or kyc information / any other personal information would be required to be shared with the Merchant/ biller for tax /GST purposes.

You agree and authorize Svamaan to communicate with the Merchant, third party service providers, aggregators with your account information for processing the transaction.

You also agree that Svamaan may set up reminder facility or auto payment facility which you expressly consent to and understand that payment once made to the Merchant for Recharge and Bill Pay is non – refundable.

You shall be responsible for any duplicate standing instructions for payment or delayed payments or any penalty/ interest levied by the Merchant on the payments made. It is re-iterated that Svamaan only facilitates the payments to the Merchants on your behalf.

10.2. Charges:

Your Responsibilities: In connection with your use of the Recharge & Pay Bills, it shall be your responsibility to adhere to the following:

You should verify the transaction history and/or the notifications about the success or failure of the transaction.

You shall be responsible for any charges levied by the Merchant/Biller in relation to the Recharge & Pay Bills services that can be deducted from your account or that are added to your bill / subscription fees.

10.3. User Errors:

If you erroneously send a payment to the wrong party or wrong biller or double pay or send a payment for the wrong amount (for instance a typographical error at your end) your only recourse will be to contact the Merchant /Party to whom you have sent the payment and ask them to refund the amount. Svamaan will not reimburse you or reverse a payment that you have erroneously made.

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