



SIMPLE LOANS FOR A BETTER TOMORROW

Terms and Conditions of Website / Mobile Application Use

This Agreement is a legal, binding terms and conditions between **Oye Fintech Private Limited**, (hereinafter referred to as “**Oye**”, “**Company**”, “**We**”, “**Us**” or “**Our**”) and any person logging in and/or registering on the Platform (*As defined herein below*) and/or accessing or using the Services (*as defined herein below*) (hereinafter referred to as the “**User**”, “**You**” or “**Your**”).

By User accessing either URL www.oyeloans.com (hereinafter referred to as the “**Website**” or “**Site**”) or any pages or sub domains within/clicking a button/checking a box indicating your acceptance, or by registering on the Platform through downloading of the Oye mobile application, and/or by executing any document that references this Agreement and/or by accessing and/or using the Services (*as defined herein below*) provided to User by Oye (*either directly or in affiliation with any other third party*), User hereby expressly acknowledges and agrees to be bound by these Terms and Conditions (or “**T&Cs**”), other applicable policies (including the privacy policy) and guidelines incorporated by reference in this Terms and Conditions or otherwise made publicly available by Oye and any future amendments/amended versions and additions to these Terms and Conditions and other such documents as published from time to time on the Website. Should you disagree with any of the T&Cs stipulated herein (*in part or in entirety*), the User is hereby directed to refrain from accessing, registering, logging-in on the Platform or have any access to our Services.

By acceding to these T&Cs and/or registering as a User on the Platform, the User represents and warrants that: (a) User is an individual of at least 18 years of age and eligible to contract as per Indian Contract Act, 1872, (b) There is no contract of any nature, operative and in force, to which User is a party (*directly or indirectly*) or under which the User may be otherwise bound or subject to, which contains any terms or provisions that in any manner restrict, limit, prevent, prohibit or make unlawful Your compliance and/or performance of the terms of this Agreement and (c) User will at all times during the subsistence of these T&Cs and for the entire tenure of usage, comply with all applicable laws and regulations.

The terms of this Agreement are subject to change at any time without notice. User must review these T&Cs (as available on the Website) periodically to ensure that the User is duly aware of any changes. Continued use of the Site/Platform/Product after any such changes shall constitute User consent to such changes.

These T&Cs shall become effective immediately upon acceptance (*as indicated by accessing the Website /clicking on the “**I accept**” button or downloading the Program/Application or checking a box or otherwise accepting these T&Cs*) by the User. The date of such acceptance shall hereinafter be referred to as the “**Effective Date**”.

User specifically acknowledges that an application for a loan or any other service does not constitute approval, and Oye shall be under no obligation to render a loan or any Service to the User. Any such loan or Service shall be at the sole discretion of Oye.

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OYE FINTECH PVT. LTD.

CIN - U65999UP2017FTC091602

Unless specified otherwise, Oye and User shall hereinafter be referred to collectively as “**Parties**” and individually as “**Party**” and also deem to mean and include their respective successors, assigns and/or legal heirs as may be applicable.

The Company along with its Affiliates have developed a web/mobile/cloud based proprietary user interface application (“Application”) referred to as “Oye! Loans” (“**Product/Platform**”) that provides the User (*hereinafter defined*) access to, amongst other things, Variable Information (*hereinafter defined*) regarding Users, in limited geographies and facilitates User’s potential access to loans (“**Services**”).

Further by virtue of User downloading the Application and/or accessing, browsing and/or using the Platform, registering on the Application/ Product/Platform and based on the representations, warranties and information provided by User, Oye hereby agrees to provide the User a personal, non-exclusive, non-transferable, limited privilege to enter, download, access and use the Application/ Product/Platform on the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREINAFTER CONTAINED THE PARTIES HERETO HEREBY AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following words and expressions used in this Agreement shall, to the extent not inconsistent with the context thereof, have the following meanings respectively:

- 1.1.1. “**Affiliate**” of a Party shall mean (i) in the case of any Party other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Party; (ii) in the case of any Party that is a natural person, any other Person who is a Relative of such Party and any Person (*other than a natural person*) that is Controlled by such Party.
- 1.1.2. “**Agreement**” means this agreement, and includes the preamble, recitals, annexures, schedules and exhibits attached to it, and any amendments made hereto and thereto in accordance with the provisions hereof;
- 1.1.3. “**Applicable Law**” means any applicable national, state, local or other law, statute, regulations, rules, by laws, ordinances, constitution, principles of common law and includes notifications, guidelines, policies, directions, directives, judgment, decree and orders of any statutory authority, court, tribunal or recognized stock exchange, and having the force of law;
- 1.1.4. “**Confidential Information**” shall have the meaning ascribed to it in Clause 12.1;
- 1.1.5. “**Copyrights**” means: (a) all copyrights whether they are registered, unregistered or pending registration, in India and/ or the rest of the world, that are owned by, used by or applied for, (b) all common law rights in the words and names in India or anywhere

else in the world; and (c) all rights to bring an action for passing off, infringement or any other action in respect thereto;

1.1.6. **“Device”** means a device, usually electronic, that processes data according to a set of instructions, which may include but not be limited to workstations, personal computers, laptops, net-books, personal digital assistants, tablets, smart-phones, etc.

1.1.7. **“Intellectual Property”** shall mean and include Oye’s interest in any and all intellectual and industrial property of any kind protected or protectable in any jurisdiction throughout the world, including, without limitation: (a) all software, computer programs, layouts, interfaces, templates, applications and tools, and code of all types, including object and source code, and including ephemeral aspects, *“look and feel”*, graphic design and user interface design (**“Software”**); (b) all information and data, databases, database layouts and data structures (*whether or not subject to copyright protection*) (**“Databases”**); (c) all literary, graphical, pictorial, artistic, audio-visual and other works, including apps, webpages and webpage designs, templates, scripts, and similar material, and all compilations of any of the foregoing (*together with Software and Databases*, **“Works”**); (d) all common law trade-marks, registered trade-marks, trade-mark applications, trade names, business names, corporate names, service marks, certification marks, trade dress, logos and other marks, and the goodwill associated with any of the foregoing (**“Marks”**); (e) all registered domain names (**“Domain Names”**); (f) all patents, inventions, discoveries, arts, systems, methods, processes, machines, manufactures, developments and improvements (**“Inventions”**); (g) all copyrights, copyright registrations and applications for copyright registration; (h) all industrial designs, industrial design registrations, industrial design registration applications and integrated circuit topographies; (i) all formulae, confidential information, proprietary information, trade secrets and know how (**“Know-How”**); and (j) and any other works or other subject-matter that is subject to intellectual or industrial property protection under the laws of any jurisdiction throughout the world, in all cases whether or not registrable, registered or the subject of applications for registration, including Intellectual Property Rights;

1.1.8. **“Intellectual Property Rights”** means: (i) any and all statutory, common law or other intellectual and industrial property rights and interests of any kind or nature in and to Intellectual Property provided or protectable under the laws of any jurisdiction throughout the world, including all Copyrights and other rights in and to Works, moral rights and benefits in all waivers of moral rights, patents, patent rights and other rights in and to Inventions, rights to Marks, rights and benefits in and to domain name registrations, industrial design and design patent rights, trade secret rights and other rights in and to Know-How; (ii) all registrations, pending applications for registration, and rights to file applications, and rights of priority, reissues, divisional, re-examinations, renewals, extensions, continuations (in whole or in part) or other derivative applications and registrations, for any of the foregoing; (iii) all licenses or other contractual rights in and to any of the foregoing (*including third party software licenses*) and all licenses granted in respect of any of the foregoing Intellectual Property, rights and interests; (iv) all future income and proceeds from any of the foregoing Intellectual Property, rights, interests or licenses; and all rights of enforcement and to

obtain remedies, including to damages and profits, by reason of any past, present or future infringement of any of the foregoing Intellectual Property, rights, interests or licenses.

- 1.1.9. **“Other Mandatory Terms”** means and includes (a) any and all the disclaimers contained in the Application/ Product/Platform/ Site (b) any Privacy Policy applicable for use from time to time, (c) any specific offer applicable to the User and (d) such other terms which the User is subject to, including but not limited to any amendments made thereto.
- 1.1.10. **“Person”** means any individual, partnership, corporation, company, unincorporated organization, association, joint venture, trust, society or other entity (*whether or not having a separate legal personality*) and includes a governmental authority;
- 1.1.11. **“Privacy Policy”** means the privacy policy of Oye applicable to all the User(s) available on the Website and as may be amended from time to time at the sole discretion of Oye;
- 1.1.12. **“Trade Marks”** shall mean (a) all trademarks and service marks, whether they are registered, unregistered or pending registration, in India and/ or the rest of the world, that are owned by, used by or applied for, and includes the trademark and service marks in the representation, form and manner therein, (b) all common law rights in the words and names in India or anywhere else in the world; and (c) all rights to bring an action for passing off, infringement or any other action in respect thereto;
- 1.1.13. **“User Content”** means all text, files, images, graphics, illustrations, information, data, Application/ Product/Platform/ Site usage details & information in any format, provided by the User in any manner whatsoever and/or run on or through, the Application/ Product/Platform/ Site pursuant to the User registration with Oye.
- 1.1.14. **“Variable Information”** shall mean all information relevant to the Services provided to the User which are variable in nature such as the kind and nature of service available, pricing, offers and discounts.

2. **ENGAGEMENT**

- 2.1. Oye hereby enlists the User on the Application/ Product/Platform, and the User shall have access to its Services subject to the compliance by the User of all the terms and conditions set forth in this Agreement and the Other Mandatory Terms.
- 2.2. Pursuant to such engagement, subject to compliance with the terms set out herein, including but not limited to complying with all the conditions stipulated herein, during the Term (*as defined hereunder*), the User shall be entitled to avail the various Services on the Application/ Product/Platform by way of:
- 2.2.1. Creation of a User account using a distinctive user name and password (**“Account”**). This Account will enable the User to:

- a. Create a customised profile detailing his/her own identity, personal details and User Services;
 - b. Transact on the said Application/ Product/Platform;
 - c. User shall be entitled to host, display, upload, modify, publish, transmit, update or share any information as feedback, comments regarding the Services, Website, Application/ Product/Platform or ideas on how to improve them.
- 2.2.2. User entitlement to review usage history detailing the transactions done, reports (*including analytical analysis*) etc. as shall be offered on the Application/ Product/Platform/ Site.
- 2.3. During the Term Oye shall be entitled to modify/delete/add any terms and conditions including but not limited to the facilities offered on the User's account, also those relating to payment, charges, fees, registration in the Application/ Product/Platform/ Site and/or for the usage of Services, provided however Oye will endeavor to provide adequate prior notice of such modification, deletion or addition.

3. FEES/INTEREST

- 3.1. Oye reserves the right to charge fees for certain listings, registration, subscription and/or usage and/or access fee(s) and/or transaction fee(s) and/or interest for using the Services. Oye further reserves the right to alter any and all fees/interest from time to time, without notice, provided however any such alteration shall be duly intimated from the effective date of such alteration and shall apply post the effective date of the alteration. The User shall be completely responsible for all charges, duties, taxes, and assessments arising out of the use of the Services.
- 3.2. In case, there is a short charging by Oye and/or any amounts due to Oye for any reason whatsoever, including but not limited to any listing, services or transaction fee or any other fee or service, Oye reserves the right to deduct/charge/claim the balance subsequent to the transaction at its own discretion.
- 3.3. Any increase in the price charged by Oye on account of change in rate of taxes or imposition of new taxes by Government shall have to be borne by the User.
- 3.4. Oye and/or its Affiliates reserve the right to charge and recover from User, fees for availing the Services. Furthermore, User specifically authorizes Oye to recover its amounts by appropriating and/or set-off any amounts due and outstanding from the User. These changes shall be effective from the time they are posted on to the Website or over the Oye channel through which the User is availing the Service.

4. COVENANTS, UNDERTAKINGS, ACKNOWLEDGEMENTS & WARRANTIES

The User hereby agrees, acknowledges, warrants and undertakes that:

- 4.1. The User shall at all times directly (and not through any other person) access the Application/Product/Platform and/or Services only using authorized and lawful means and per the terms and conditions herein. Furthermore, the User shall use the Services and access the Application/Product/Platform only for personal purposes and in no event shall User use and/or attempt to avail the said Services for any commercial, resale, trade, and/or wholesale purposes. It is further clarified that the User is acting as principal only and not as agent for another Person while requesting and/or receiving the Services.
- 4.2. Any configuration and/or set up of the Device(s) for access to the Platform and/or Services shall be User's sole cost and responsibility. User shall upgrade the Devices and/or operating systems therein from time to time as shall be applicable.
- 4.3. The User shall promptly inform Oye in writing if the User voluntarily or involuntarily becomes the subject of any insolvency or bankruptcy law or proceedings and/or 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 and/or any substantial changes in the User's financial position to Oye from time to time, to the extent it affects the Services availed hereunder.
- 4.4. Oye reserves the right, at its sole discretion, to prevent access should the User be using the Services with an incompatible or unauthorized Device or in the event of breach of any of the terms and conditions herein. Furthermore, Oye at its sole discretion reserves the right to not accept any request/instruction from the User without assigning any reason thereof.
- 4.5. Oye's Application/ Product/Platform solely provides the Services as provided under this T&Cs and does not provide or purports to provide any other services. For the sake of avoidance of any doubt, it is hereby clarified that Oye merely provides the Services as defined. If the User applies the Service to acquire any assets it is hereby categorically clarified that Oye is not and shall not be responsible in any manner whatsoever for the usability, quality, warranty, guarantee etc., of such assets and the User is recommended to individually verify them to his satisfaction; Oye does not in any manner endorse or guarantee the quality of the assets rendered by any of the merchant(s).
- 4.6. The User shall not in any manner misuse any content or any information obtained vide the Application/ Product/Platform;
- 4.7. Additionally, each Service may have separate terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service. The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the respective Service(s).
- 4.8. User also agrees not to register falsely or under any pseudo name and also not to defame or post derogatory remarks about any Person(s) on the Application/ Product/Platform/Site.
- 4.9. Oye has the exclusive right to but not the obligation to moderate including flag, filter, modify, refuse or remove any or all User Content or Variable Information uploaded on the Application/Product/Platform/Site, provided however Oye is not responsible for or liable in any manner whatsoever for any damage or loss arising out of the User Content or Variable Information or

User Content that has been uploaded by the User or the User irrespective of whether or not such User Content or Variable Information or User Content was moderated;

- 4.10. Oye may at any time at its discretion (*however not have the obligation to*) verify the User Content or Variable Information provided by the User provided however that Oye is not responsible for or liable in any manner whatsoever for any claim arising out of the User Content or Variable Information irrespective of whether or not such User Content or Variable Information was verified;
- 4.11. User has not relied on the future availability of the Platform or any Services in entering into the payment obligations hereunder;
- 4.12. All information provided by User to Oye (*including but not limited to the User Content, Variable Information and credit information*) is and shall be true, correct and accurate in all respects;
- 4.13. Oye shall not be liable for any failure or default to provide access to the Application/Product/Platform/Site and/or Services or delisting of the User from the Application/Product/Platform on account of the failure of the User to fulfill its obligations and comply with the terms and conditions as set out in these T&Cs;
- 4.14. Oye collects, stores, processes and uses User Content and Variable Information in accordance with Oye's Privacy Policy. User hereby consents to the collection and use of the information that User discloses by Oye in accordance with the Privacy Policy;
- 4.15. User will not take any action (*express or implied*) that interferes with, degrades or adversely affects Oye, the Application/Product/Platform/Site and/or Services or any third parties engaged by Oye;
- 4.16. User will not use the Application/ Product/Platform/Site or Services in a manner (i) that is prohibited by any law or regulation, or facilitates the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (iii) violate or tamper with the security the Application/Product/Platform/Site and/or Services;
- 4.17. Oye shall be entitled to and User hereby provides its consent to use the User Content, Variable Information and any other data arising out of the User's usage of the Application/Product/Platform/Site and Services in any manner whatsoever including without limitation for the purpose of creation and generation of reports and analyses, any benchmark testing information or results, research, presentation, development purposes and analytics by Oye or any other third party contracted by Oye for such purposes.
- 4.18. When requested by Oye, the User may provide his/her feedback of the Platform and Services and Oye shall be entitled at its sole discretion to act on such feedback including but not limited to choosing to post such feedback on its Application/ Product/Platform/Site and/or other medium (*print, television, radio, video, terrestrial, website internet and such media which is in existence today for advertising, display, exhibition, relay, broadcast, transmission, and communication*). It is further clarified that Oye does not have any obligation to act and/or perform on any feedback provided by You.

- 4.19. The User will not use the Application/Product/Platform/Site, or any other medium, to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libelous, obscene, illegal or deceptive content; use Application/Product/Platform to upload, post, transmit, or otherwise make available any content that contains a virus or any other form of malicious code or data that is likely or intended to have an adverse impact on, or provide unauthorized access to the Platform or any other software, hardware, services or data;
- 4.20. The User authorizes Oye and its Affiliates to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced and/or referred by the User (*directly or indirectly*) without the specific written permission of the User and GAI shall not have any obligation to the User.
- 4.21. The Website and/or the Application/ Product/Platform may contain links to other websites or URL ("**Linked Sites**"). The Linked Sites are not under the control of Oye or the Website and Oye is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Oye is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. Oye is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by Oye or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. Furthermore, Oye is not responsible for any errors, omissions or representations on any Linked Site. Oye does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.
- 4.22. The User will not attempt to gain unauthorised access to any accounts, computer systems or networks connected to the Application/ Product/Platform/Site, through hacking, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available to the User; The User will not use the Application/ Product/Platform/Site to develop, or to assist anyone in developing a competitive product or service or for other competitive purposes; The User will refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Application/ Product/Platform/Site or attempt to do so, or acquiesce, authorise or encourage any other party to do the same
- 4.23. The User acknowledges that from time to time, Oye may apply Upgrades to the Application/ Product/Platform/Site, and that such Upgrades may result in changes in the appearance and/or functionality of the Application/ Product/Platform/Site. User may be required to install certain Upgrades or updates to the software in order to continue to access or use the Application/ Product/Platform/Site, or portions thereof. "**Upgrades**" means new versions of, and updates to, Application/ Product/Platform/Site whether for the purpose of fixing an error, bug or other issue or for enhancing any functionality.

5. **COMMUNICATION POLICY:**

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- 5.1. By accepting the terms and conditions the User accepts that Oye may send the alerts to the mobile phone number provided by the User while registering or to any such number replaced and informed to GAI by the User from time to time.
- 5.2. User further acknowledges that the alerts will be received only if the mobile phone is in 'On' mode to receive the alert. If the mobile phone is in 'Off' mode then You may not get/get after delay any alerts sent during such period.
- 5.3. Oye will make best efforts to provide the service and it shall be deemed that the User shall have received the information sent from Oye or its Affiliate as an alert on the mobile phone number provided during the course of your registration on the Platform or Website and Oye shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. The User cannot hold Oye liable for non-availability of the service in any manner whatsoever.
- 5.4. You acknowledge that the alert services provided by Oye could be as an additional facility provided for the User's convenience or as required under Applicable Law and that it may be susceptible to error, omission and/ or inaccuracy. In the event the User observes any error in the information provided in the alert, Oye shall be immediately informed about the same and Oye will make reasonable efforts to rectify the error as early as possible. However, the User shall not hold Oye liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by the customer on account of the alert facility.
- 5.5. The User further acknowledges that the clarity, readability, accuracy, and promptness of providing the service depends on many factors including the infrastructure, connectivity of the service provider. Oye shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 5.6. In addition to the indemnity provisions set out in Clause 9.1, the User agrees to indemnify and hold harmless Oye, including its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever including legal charges and attorney fees which Oye and the alert service provider may at any time incur, sustain, suffer or be put to as a consequence of or arising out of (i) misuse, improper or fraudulent information provided by the User, (ii) of User providing incorrect number or providing a number that belongs to that of an unrelated third party.
- 5.7. The User also agrees to receive information regarding what Oye perceives to be of their interest based on usage history via SMS, email & phone call. This includes offers, discounts and general information. In case the User does not want such information, they have to explicitly ask to be excluded.
- 5.8. By accepting the terms and conditions the User acknowledges and agrees that Oye may call the mobile phone number provided by the User while registering or to any such number replaced and informed by the User from time to time, for the purpose of collecting feedback.
- 5.9. The User may continue to receive unsolicited alerts from or on behalf of Oye, both transactional and non- transactional promotional alerts. You further explicitly waive against Oye and its Affiliates any prior registrations made by the User relating to receipt, blocking or partial

blocking of unsolicited commercial communications relating to such category; For receipt of User's preferred category of alerts, the User explicitly authorizes Oye and its customers to send alerts, whether transactional or non-transactional, promotional, on a regular or irregular basis; You shall not hold Oye and/or its Affiliates dispatching alerts for having violated any statutory regulations or the like issued by Telecom Regulatory Authority of India (TRAI) or any other statutory authority from time to time relating to issuance of unsolicited commercial communications; and in the unlikely event that an alert outside User's preferred category is received by the User, the User shall first bring such occurrence to the notice of Oye for appropriate resolution by Oye and shall always afford such first opportunity to Oye for a resolution as above.

6. LICENSE & EXCLUSIVITY

- 6.1. Oye expressly reserves all rights, title and interest in and to the Application/Product/Platform/Site. It is acknowledged that all rights, title and interest in the Application/Product/Platform/Site will remain the sole property of Oye and that usage of the Application/Product/Platform/Site is licensed to the User upon registration and not "sold" to the User;
- 6.2. The User shall only have the non-exclusive, non-transferable, non-sub licensable, personal, limited license to use the Platform for the engagement as set out in Clause 2;
- 6.3. The User shall not, nor permit any third party to: (a) copy; (b) modify, translate or otherwise create derivative works of the Application/ Product/Platform/Site; (c) disassemble, decompile or reverse engineer any object code or source code; or (d) publish, or otherwise make available to any third party, any benchmark testing information or results;
- 6.4. During the Term of these T&Cs and for a period of 12 (*twelve*) months thereafter, Oye shall be entitled to:
 - 6.4.1. display the name of the User as part of its clientele online or in promotional materials and use the User's trademark for such limited purposes;
 - 6.4.2. mention User's registration under these T&C on any medium (print, television, radio, video, terrestrial, website, internet and such media which is in existence today for advertising, display, exhibition, relay, broadcast, transmission, communication)

provided however in the event the User specifically requests Oye to remove the User from any promotional materials, Oye shall on a best efforts basis have such materials removed. Nevertheless, any past details and/or information and or testimonials may not be removed.

7. TERM & TERMINATION

- 7.1. This Agreement shall come into effect on the Effective Date and shall remain in force until otherwise terminated ("**Term**").
- 7.2. Oye shall be entitled to terminate this Agreement:

- 7.2.1. At its sole discretion, by providing prior notice of such termination; or
 - 7.2.2. at any time with immediate effect by notice in writing to User, in the event that the User is in breach of any of the terms of this Agreement; or
 - 7.2.3. in the event the User has been dormant (without any activity or log-in or access, etc.) for a period of 6 (six) continuous months.
 - 7.2.4. At any time with immediate effect by notice in writing to User, in the event Oye has received any complaints against the User or receives any negative feedback about the User on the Application/ Product/Platform/Site from the Users.
- 7.3. Without prejudice to the other remedies available to Oye under this Agreement or under applicable law, Oye may limit the User's activity, or end the User's listing, warn other users of the User's actions, on an immediate basis temporarily/indefinitely suspend or terminate the User's registration, and/or refuse to provide the User with access to the website if:
- 7.3.1. The User is in breach of this Agreement and/or the documents it incorporates by reference;
 - 7.3.2. Oye is unable to verify or authenticate any information provided by the User; or Oye believes that the User's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the User, other users of the website and/or Oye;
- 7.4. Oye may at any time in its sole discretion reinstate suspended Users. Once the User has been indefinitely suspended the User shall not register or attempt to register with Oye or use the Website/ Application/Product/Platform in any manner whatsoever until such time that the user is reinstated by Oye.
- 7.5. Notwithstanding the foregoing, if the User breaches these T&Cs, Oye reserves the right to recover any amounts due and owing by the User to Oye and also to have the option to take strict legal action as Oye deems necessary.
- 7.6. **Consequences of Termination:**
- 7.6.1. Upon termination as set out in Clause 7, the License shall stand automatically cancelled and User shall cease to have access to the Services including access to the Application/Product/Platform. The User shall be immediately delisted from the Application/Product/Platform/Site.
 - 7.6.2. With effect from the date of termination of this Agreement, Oye, its representatives, directors and shareholders shall have no obligation to User in any manner whatsoever.
 - 7.6.3. User shall be liable to make good all outstanding payments, if any, to Oye (*including any penalties for default*) which have accrued prior to the effective date of termination.
 - 7.6.4. User shall either return or, if specifically directed by Oye, destroy all information received from Oye including but not limited to all Confidential Information, in its

possession, power or control in a manner that assures the same is rendered irrecoverable.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The User hereby acknowledges that any and all Intellectual Property rights and other proprietary rights in and in relation to the Application/Product/Platform/Site and/or Services including without limitation any derivatives, improvements or modifications which ownership is directly attributable to Oye (*expressly excluding any personal information which belongs to the User*) shall vest wholly, completely and fully with Oye throughout the territory of the world and User shall have no right or claim to such Intellectual Property in any manner whatsoever.
- 8.2. It is further agreed between the Parties that all the information pertaining to the User including his personal details may be used by Oye for any lawful purpose, provided that the information is used only in an anonymized and aggregated form and in a manner that does not permit the identification of the User. By virtue of the User accessing the Platform and providing his details, he/she does hereby assign any and all rights pertaining to the said information which shall mean and include the User Content, provided however such information is used only for a lawful purpose and in an anonymized, and/or aggregated form and in a manner that does not permit direct identification. This right shall survive termination.

9. INDEMNIFICATION

- 9.1. The User shall defend, indemnify and hold Oye, its directors, shareholders, officers and other representatives harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (*including attorneys' fees and costs*) arising out of or in connection with: (i) its violation or breach of this Agreement or any applicable law or regulation; (ii) its violation of rights of any third party; (iii) its use or misuse of the Application/ Product/Platform/Site and/or Services; or (iv) any and all third-party claims based on the content of any communications transmitted by the User, or (v) any fraud, misrepresentation or negligence of the User.

10. DISCLAIMER OF WARRANTIES

- 10.1. Notwithstanding anything contained elsewhere in this Agreement, Oye hereby explicitly and specifically disclaims any and all representations, warranties or guarantees, whether written, oral, express or implied including, without limiting the generality of the foregoing, any warranty of merchantability, quality or fitness for a particular purpose.
- 10.2. The Application/Product/Platform/Site and Services are provided strictly on an "**as is**" and "**as available**" basis. Notwithstanding anything contained in this Agreement, Oye does not warrant that the Application/Product/Platform/Site: (i) will perform error-free or uninterrupted, or that Oye will correct all or any errors or defects (ii) will operate in combination with the Devices, or with any other hardware, software, systems or data not provided by Oye, (iii) will meet the User's requirements, specifications or expectations.

- 10.3. The User further acknowledges that Oye does not control the transfer of data over communication facilities, including the internet, and that the Application/Product/Platform/Site may be subject to limitations, delays, and other problems inherent in the use of such communication facilities; Oye shall not be responsible for any (i) delays, delivery failures, or other damages as a result; (ii) issues related to the performance, operation or security of the Platform that arise from the User's Content or any third party content.
- 10.4. Oye does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third party, and disclaims all liabilities arising from or related to third party content including but not limited to any information pertaining to the User Content.

11. LIMITATION OF LIABILITY

- 11.1. Notwithstanding anything contained elsewhere in this Agreement, in no event shall Oye be liable to the User or anyone claiming under the User for the cost or loss including but not limited to any special, exemplary, consequential, incidental, punitive or indirect damages on any theory of liability, whether in contract, tort (*including without limitation negligence*), strict liability or otherwise. The limitations set forth in this section shall apply even if the User is advised of the possibility of such damage.
- 11.2. In no event or circumstance will Oye be under any liability to make good any loss whether by way of any monetary payment or otherwise.
- 11.3. Oye or anyone else involved in administering, distributing or providing the Application/Product/Platform/Site and/or Services further explicitly disclaims any and all liability for any mistakes, omissions, interruptions, deletion of files or email, errors, defects, computer viruses or other harmful, disabling computer code, computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with any computer and communication facilities or equipment ("**Harmful Code**") that may be transferred to the Devices when accessing the Application/ Product/Platform/Site. By way of clarification, Harmful Code shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that was intentionally written to self-replicate. The User is advised to obtain and use appropriate anti-virus and security software and to take all other appropriate measures to safeguard the integrity of its Devices.

12. MISCELLANEOUS PROVISIONS

- 12.1. **Confidentiality:** The User recognizes that in the course of the transactions envisaged by these T&C, the User may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to Oye and such Persons who the User connects, interacts with or views on the Platform including the Intellectual Property, legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., User Content, the terms of this Agreement, the details of the negotiations between the Parties ("**Confidential Information**"). Save as otherwise provided under these T&C, the Confidential Information shall not be disclosed to any third party and the

User shall at all times be under the responsibility to maintain the Confidential Information in utmost strict confidence.

- 12.2. **Survival:** Any clause that by its nature should survive termination of these T&C shall continue to remain in effect even after the termination of this Agreement including but not limited to *Confidentiality, Consequences of Termination, Intellectual Property Rights, Indemnification, Disclaimer of Warranties, Limitation of Liability and Miscellaneous Provisions*.
- 12.3. **Governing Law and Dispute Resolution:** These T&C shall be governed by the laws of India and the courts at Chennai shall have the exclusive jurisdiction. Any claim, controversy or dispute (*collectively referred to as "Disputes"*) arising out of or under these T&Cs, if not settled by mutual agreement between the Parties shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted by a sole arbitrator to be appointed by Oye. The arbitral proceedings shall be conducted in English and shall be governed by and construed in accordance with the laws of India and such award shall be binding on the Parties. As such, the User waives any right to challenge the exclusivity of jurisdiction of Chennai courts to adjudicate any disputes arising out of these T&Cs in accordance with the laws of India.
- 12.4. **Amendments:** These T&Cs may be amended, modified, superseded, or cancelled, and the same shall be updated online in the Website. The User undertakes to check and verify such amendments on a periodical basis. User's continuance of registration/usage after the date of such amended terms shall be deemed to constitute acceptance of such amended terms.
- 12.5. **Nature of Agreement:** Nothing in these T&Cs is to be construed to make either Party a partner, an agent or legal representative of the other Party for any purpose. Neither Party shall have any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate the other Party in any way, or to amend, modify or vary any existing agreements to which the other Party may be a party.
- 12.6. **Notices:** Oye may provide the User with notices and communications by e-mail, regular mail or postings on the Website or by any other reasonable means. Except as otherwise set forth herein, notice to Oye must ALSO be sent by courier or registered mail to Oye Fintech Pvt. Ltd., Plot No. 1 (7th Floor), Slip Road, Film City Sector 16-A, Noida, 201301.
- 12.7. **Force Majeure:** Neither Party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

IMPORTANT:

-) This Agreement is an electronic record in terms of Information Technology Act, 2000 and Rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.**
-) This electronic record is generated by a computer system and does not require any physical or digital signatures.**

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CIN - U65999UP2017FTC091602