

## **TERMS AND CONDITIONS**

**E-SAVARI Rentals Private Limited** (hereinafter referred to as ‘we’ or ‘our’ or ‘Company’), a company incorporated under the Companies Act, 2013 and having its registered office at 18, Gulab Bagh, Dewas Naka, Opp. Metro Mall, Indore, Madhya Pradesh- 452010, has developed a an application called **“FINLE”** (as defined hereinafter).

These terms and conditions are applicable to the **Users** (hereinafter referred to as "you" or "your" or “Customer” or “user”) who access and use the Company’s mobile applications i.e., FINLE, all related applications, etc. available at android and iOS platforms (collectively be referred to as "Platform"). By accessing this Platform or registering your information on the Platform, the users agree to be bound by these terms and conditions along with the Terms of Use and Privacy Policy of FINLE. These terms and conditions along with our Privacy Policy describe our relationship with Users and will be subject to the rules, guidelines, policies, terms, and conditions applicable to any specific service that is provided through this Platform. The collection, storing, use and transfer of information shared by the User shall be governed in accordance with FINLE’s Privacy Policy.

### **DEFINITIONS**

1. **“You/Your”, “User” or “User”** shall mean any natural or legal person who intends to buy an electric three-wheeler and avail loan, if required, from Company’s Lending Partners.
2. **“FINLE” or “Platform”** shall mean an Application developed by E-Savari Rentals Private Limited for providing Online Facility to purchase electric three-wheeler.
3. **“Lender”** shall mean Company or its Lending Partners, as the case may be.
4. **“Lending Partner”** shall mean banks, non-banking financial companies and other financial institutions regulated by the Reserve Bank of India, with whom there is an arrangement with Company to facilitate Loan or related financial services through the Platform;
5. **“Loan”** shall mean various lending products/ services offered by Company and/ or its Lending Partners to the User on the terms and conditions agreed with the User.
6. **“Loan Documents”** shall mean and include Key Fact Statement, Sanction Letter, Loan Agreement/ Loan Disbursal letter (including general terms and conditions) and any other document which may be executed in relation to the Loan.
7. **“Outstanding Amount(s)”** shall mean the Loan interests and charges due and payable by you to Lender, on the respective due date(s).
8. **“User Data”** shall mean any data, information, documents or materials submitted with the

Company prior to or during the use of Services.

9. **"Internet of Things Device" or "IoT Device"** refers to any physical device or appliance equipped with sensors, actuators, and connectivity features that enable it to connect to the internet and exchange data with other devices or systems.

## **SERVICES**

The Platform provides Users the access and to use Financial Services i.e., loan for electric three-wheelers, offered by the Lending Partners of E-SAVARI Rentals Private Limited. The Company's own Platform i.e. FINLE acts as a marketplace and facilitates Financial Services to any of its users ('Services'). The final decision as regards to the Services is at the sole discretion of the Company, and its Lending Partner. Lending Partner for the purpose of these terms and conditions shall mean regulated entities authorized and registered with the Reserve Bank of India ('RBI') to provide loan and credit facilities.

For the provision of the Services, the Platform disclose, use, maintain and share your information with the Company, its Lending Partners and other parties, as may be required. Such information will include but not limited to User's full name, e-mail address (official and personal), gender, date of birth, mobile number, employer details, business/profession details, photograph, mobile phone information, SMS, browsing history, financial information such as bank documents, salary slips, bank statements, PAN details, bank account details, data from Credit Information Companies, data required for Know Your User compliances, etc. User also understands that on the basis of such information provided by the User, the Company undertakes appropriate assessment to generate the best available offers to fit User's customized financial needs. Once the User provides the required documents and details, the Platform shall process the same to the Company for approval of their Lending Partner. The Service provided by the Lending Partner on boarded by the Platform shall be subject to terms and conditions set forth in the Loan Agreement signed between the User and the Lending Partner.

## **GENERAL TERMS**

1. When Users avail Services through the Company's Platform, an Agreement is established once the Company confirms or executes the User's request. To initiate an order for Services, Users are required to acknowledge and accept these terms and conditions and their associated exhibits, collectively referred to as the "Terms of Use." By acknowledging and accepting the Terms of

Use, Users acknowledge their inclusion in the Agreement and agree to be bound by them.

2. In order to utilize the Services of Platform for loan transactions, the User must establish a distinct agreement with the NBFC, which is subjected to the Company's Terms and Conditions for Loan Services. Until this separate agreement with NBFC is executed, the User is not permitted to use the Platform for loan transactions. The Company will not authorize any transactions by the User and has the right to restrict any transaction originating from or directed toward the User's Wallet until the separate agreement is in place.
3. The separate agreement with NBFC is contingent upon the following conditions which are to be met to avail Services related to loan transactions :
  - (i) The completion of prior client identity verification and
  - (ii) The acceptance of the Terms and conditions governing loan services.
4. The Company is not obligated to deliver any Services beyond those confirmed to the User. At its discretion, the Company may choose to terminate the provision of Services without incurring any obligation to provide compensation.
5. The Services and their availability may be subject to changes at any time, including for purposes such as bug fixes, security enhancements, or upgrades to introduce new features. The Platform will notify the User of such changes, along with any associated costs, prior to implementation. If the User is a Consumer and disagrees with the proposed change, they have the right to terminate the Agreement within thirty (30) days after notifying the Company of their disagreement, unless the change is executed without additional cost or fee and does not affect essential functionalities of the Services.
6. The Company's obligations under the Agreement are based on best-effort principles. As the Services are delivered via the internet, Users may experience periods of downtime, including scheduled maintenance. The Company disclaims any express, implied, or statutory representations or warranties concerning the Services and any associated applications, documentation, content, data, and materials. Specifically, the Company disclaims implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy. The Platform does not guarantee that the Services will be free of errors or operate without interruptions or downtime, or that the results derived from the Services will meet the User's requirements. Users acknowledge that the Services are provided on an "as is" and "as available" basis, implying that the Platform does not guarantee the accuracy or reliability of the information,

the reliability of service provision, or the correction of operational or functional defects.

7. No information or advice received from the Platform, whether conveyed explicitly or implicitly, orally or in writing, through the Services, creates any warranty, guarantee, or condition, unless explicitly stated otherwise in writing.

### **ACCESS AND USE OF THE SERVICE**

1. Depending on the specific Services covered by the Platform and opted by the User, Users may need to register and create an account with the Platform. During the registration process, Users may be asked to provide Personal Data, such as identification and contact information. Users acknowledge and consent that all information they furnish, including Personal Data, must always be accurate, precise, and current.
2. Failure by the User to provide the necessary information or accurate information as outlined in these terms and conditions may result in potential delays, suspensions, or even termination of any Services.
3. Users are obligated to use the Services in accordance with all relevant local, state, national, and international laws, regulations, and rules. This includes refraining from using the Services, Website, and Platform to engage in or facilitate any transaction or agreement that contravenes applicable laws or regulations, such as anti-money laundering laws and terrorism financing provisions.
4. The Platform retains the right, at its discretion, to permanently or temporarily suspend the User's access to and utilization of the Services, Website, and Platform without any prior notice, except where notice is mandated by applicable law, and for any reason. This includes, but is not limited to:
  - i). Scheduled downtime to upgrade and maintain the Platform;
  - ii). Unplanned downtime for upgrading and maintaining the Services, Website, or Platform in the event of a Force Majeure occurrence or the discovery of a critical bug or malfunction requiring immediate intervention;
  - iii). In the event the Platform suspects or detects any malicious code, software, or security issues linked to the User's Wallet or their use of the Services, Website, or Platform; iv). In the event the User breaches the Agreement, and such breach remains unremedied for fourteen (14) days from the date of a written default notice
5. By using the Platform, the User acknowledges that certain features or functionalities may

require the installation and use of IoT devices. User agrees to comply with any additional terms and conditions related to the installation and use of such devices.

## **IoT DEVICE**

### **1. Installation of IoT Device**

The User agrees to install IoT devices for the purpose of monitoring and managing the collateral associated with this loan. These IoT devices will provide real-time data on asset conditions, usage, and location to the Company for monitoring and security purposes. The IoT device will be installed and its primary function will be to provide real-time data to the Company. The User agrees to allow the IoT device to transmit data to the Company's designated servers or platforms. The User also agrees to provide the Company with access to the data collected by the IoT device upon request.

### **2. Retaining and Maintenance of IoT Device**

The Customer is responsible for maintaining the IoT device in good working condition throughout the term of the loan. This includes ensuring that the device remains connected to power sources, updating firmware/software as necessary, and safeguarding it against tampering or unauthorized access. Further, the User agrees that he/she shall pay fee as per the agreement signed between the Lending Partner and the User in case of any tampering or damage to the IoT Device.

## **CONSENT**

### **1. Express Consent**

The User agrees and understands to abide by all the terms & conditions and policies including agreement of the Company and the Lending Partner for accessing the Platform and availing the Services under these terms and conditions. All transactions undertaken on the User's behalf by the Company are based on the User's express consent and will be strictly on a non-discretionary basis.

The User agrees and authorizes the Platform to share User's information with Lending Partners of the Company, the Company's group companies and service providers to provide various value-added services, in association with the Services selected by the User or generally otherwise.

The User further agrees and understands that the loan shall be governed by the terms and conditions as mentioned in the loan agreement of the Lending Partners and standard terms and conditions, privacy policy and credit terms of the Company. The User confirms having access to such terms and conditions as available on the website of the Lending Partners and E-SAVARI Rentals Private Limited.

The User further gives explicit consent to receive communications, notices and information from the Company electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by the User when the Company sends the electronic communication to the email address / mobile number as per the records, or when the Company posts the electronic communication on the Platform.

The User also understands and acknowledges that the Platform's operation and the Service on the User's electronic device is subject to the availability of hardware, software specifications, internet connection and other features and specifications, required from time to time. The User further agrees and understands that the executed loan agreement will be separately shared by the Lending Partners along with the governing terms and conditions.

## **2. eKYC Consent**

At his/her own discretion, the User voluntarily opt to perform and avail Aadhaar based authentication (eKYC) or verification (OKYC) from UIDAI and hereby submit to the Company, the physical copy of Aadhaar card / physical e-Aadhaar / masked Aadhaar/ Aadhaar Secure QR code / offline electronic Aadhaar xml as issued by UIDAI (Aadhaar), Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar Letter, XML file, date of birth, Aadhaar holder name, photo, demographic information, face authentication details and/or biometric information (collectively, "Information") for the purpose of establishing my identity / address proof or in the capacity of guardian of my minor child's identity / address.

The User is informed by the Company that in connection with Aadhaar e-KYC or Aadhaar eKYC services, Company shall share the Aadhaar number and/or biometrics with CIDR/UIDAI, and in response, the CIDR/UIDAI shall share with the Company, the authentication data or verification data such as Aadhaar Holder Name, Date of Birth, Address, Photo, and Registered Mobile Number. The User hereby expressly authorize the Company and its Assigns (group companies/ business partners/ affiliate/ subsidiaries/ agents/ representatives/ empanelled merchants, service provider/ permitted assigns and any such third party) to send User's communications, including but not limited to promotional communications, regarding loans, insurance and their respective products and/or services through telephone calls/SMSs/emails/post/bots/bitly/ through any other electronic platform etc. The User agrees and understands that products/services belonging to the Company, are governed by their own set of terms and conditions, which shall be in addition to and not in derogation to the terms and conditions prescribed by the Company herein. The User understands that he/she can at any time opt not to receive such communication.

## **CIBIL SCORE**

By using the Platform, the User consents to the Platform's collection, use, and review of the User's credit information, including Credit Information Report (CIR) and Credit Score, obtained from Credit Information Companies (CICs) such as TransUnion CIBIL Limited ("CIBIL"). User's CIBIL Score may be used to assess creditworthiness, determine loan eligibility, set interest rates and fees, and make other credit-related decisions. The User acknowledges that the accuracy, completeness, and timeliness of the User's credit information are not guaranteed, and any decisions made based on the User's CIBIL Score are subject to verification. The User authorizes the Platform to share personal information with CIBIL or other authorized CICs for the purpose of obtaining credit information and agrees to the confidentiality and security measures implemented to protect the User's credit information. Disputes regarding discrepancies or errors in credit information shall be resolved in accordance with our dispute resolution policy.

## **ANCILLARY SERVICES**

The User may get access to chat rooms, blogs, feedbacks, reviews and other features ("Ancillary Services") that are/may be offered from time to time on the Platform and may be operated by the Company or by a third party on the Company's behalf. User shall not (nor cause any third party) use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, racism, or otherwise violating the legal rights, such as rights of privacy of others) or immoral stating or falsely stating or otherwise misrepresenting the User's affiliation with a person or entity. Additionally, the Platform may contain advice/opinions/ and statements of various professionals/experts/analysts etc, the Company does not endorse the accuracy or reliability of any such advices/ opinions/and statements. The User may rely on these, at User's sole risk and cost. User shall be responsible for independently verifying and evaluating the accuracy, completeness, reliability and usefulness of any opinions, services, statements or other information provided on the platform. All Information or details provided on the Platform shall not be interpreted or relied upon as legal, accounting, tax, financial, investment or other professional advice or as advice on specific facts or matters. The Company may at its discretion, update, edit, alter and/or remove any information in whole or in part that may be available on the Platform and shall not be responsible or liable for any action or claim, resulting in any loss, damage and or liability. Nothing herein is to be construed as a recommendation to use any product or process, and the Company makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

## **DISCLAIMER OF WARRANTIES**

User expressly understands and agrees that:

User's use of the Services and the Platform is at User's sole risk. The Services and the Platform are provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, any material downloaded or otherwise obtained through the access or use of the Platform, is at User's own discretion and risk and that you will be solely responsible for any damage to User's system, electronic data or loss of data that results from the download of any such material, no advice or information, whether verbal or written, obtained by User from the Company, for the Services or through the Platform shall create any warranty not expressly stated in these Terms. The Services are intended for personal, mom-commercial use. User shall be solely responsible for the use, misuse, or improper usage of the Services and the Platform. The Company shall not be liable for any damages accruing out of the use of the Services which have not been expressly stipulated under these Terms. The Company makes no warranty, including implied warranty, and expressly disclaims any obligation, that:

- a). The Contents are and will be complete, exhaustive, accurate or suitable to the User's requirements;
- b). The Platform or the Services will meet the User's requirements or will be available on an uninterrupted, timely, secure, or error-free basis;
- c). The results that may be obtained from the use of the Platform or Services will be accurate or reliable.

## **TERMINATION**

The Company reserves the right to suspend and terminate the use of the Services and User's access to the Platform without giving prior notice, without any liability and providing adequate reason to the User at its sole and absolute discretion. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have at law or in equity. Upon termination for any reason, the User agrees to immediately stop using the Platform and the Company Services.

## **AMENDMENTS**

The Company reserves the absolute right to make any changes and amendments to the Platform and this terms and conditions at any time as it deems fit and proper, including but not limited to



complying with changes in any law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company reorganization, market practice or User requirements.

Platform reserves the right to modify or amend any additional terms and conditions related to the Installation and use of IoT devices. Any changes to these Terms will be effective immediately upon posting on the App.

User's continued use of the Company's Services constitutes acceptance of any such changes and agreement to be bound by the updated terms and conditions. In case any such changes impact the Services provided under these terms and conditions, the Company will notify the updated terms and conditions on the Platform or other means to the User. If User do not agree to any such proposed changes, User may please discontinue use of the Company's Services and Platform.

#### **INDEMNIFICATION, LIMITATION OF LIABILITY AND DISCLAIMERS**

User agrees to indemnify and hold the Company (and its officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to User's breach of this terms and conditions, User's violation of any law or the rights of a third party, or User's use of the Platform, any dispute or litigation caused by User's actions or omissions, User's negligence and fraud committed by User.

The Company does not make any representations or warranties on behalf of the Lending Partners (i.e., Banks and NBFCs) of the Company with respect to their products and services availed by the User using the Platform. All the products and services provided by the Lending Partner of User must be governed by their terms and conditions, policies and agreements executed between User and such Lending Partners. Additionally, the Company makes no representations or warranties about the accuracy, reliability, completeness, validity and/or timeliness of any content, information, software, text, graphics, links or communications provided by the Lending Partner of the Company or the Company on or through the Platform.

To the fullest extent permitted by law, Platform or Company shall not be liable for any damages arising out of or relating to the installation, use or malfunction of IoT devices associated with the App.

Notwithstanding anything to the contrary, the Company (including its officers, directors,

employees, representatives, affiliates, group companies and providers) will not be responsible or liable for: any injury, death, loss, claim, act of God, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with:

- any failure or delay (including without limitation the use of or inability to use any component of the Platform including the Products and Services), or
- any use of the Platform or content, or
- the performance or non-performance by the Platform or any provider, even if the Platform have been advised of the possibility of damages to such parties or any other party, or
- any damages to or viruses that may infect the User's computer equipment or other property as the result of the User's access to the Platform or the User's downloading of any content from the Platform.

### **GOVERNING LAW AND JURISDICTION**

Any issues and disputes arising out of the Services of the Platform, these terms and conditions & other policies including any other disputes involving the User and the Company shall be governed by and construed in accordance with the laws of India. User agree that any legal action or proceedings arising out of the above may be brought exclusively in the competent courts having jurisdiction in Indore (Madhya Pradesh), India and irrevocably submit themselves to the jurisdiction of such courts. User understands that the Company may need to share information that User provided on the Platform to satisfy applicable law, regulation, legal process or an enforceable governmental request.

### **GRIEVANCES**

User understands and agrees that the Platform is a mere mediator and providing a platform for facilitating loans, hence the Company's responsibility to address any queries/ complaints is limited till the Users do not commence the loan application process. Once the loan application is processed/ or the loan disbursed User must contact the Lending Partners for any of User's complaints/ queries through the contact details mentioned on Lending Partners' respective website and the loan agreement shared with the User. The User have right to file complaints/share feedback in case the User is disappointed with the Services rendered by the Company.

[Grievance Officer]

Kamal Bishwokarma  
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