

TERMS AND CONDITIONS

Terms and Conditions for use of <https://investor.skfin.in>

About Ess Kay Fincorp Limited

Ess Kay Fincorp Limited, a non-banking financial company, duly incorporated and registered under the provisions of Companies Act, 2013 having its registered office at 'G1-2' New Market, Khasa Kothi, Jaipur-302001, Rajasthan, holding Corporate Identity Number **[CIN] [U65923RJ1994PLC009051]**, (herein after referred to as “**Ess Kay**”, which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successor(s) and assign(s)).

Ess Kay is a non-banking financial company registered with the Reserve Bank of India (“RBI”) and is *inter alia* engaged in the business of advancing vehicle/MSME finance and other financing facilities (“Business”).

The trade logo Ess Kay and the URL <https://investor.skfin.in> is owned by Ess Kay (trade mark owner) and the same is used herein. <https://investor.skfin.in> (“the Website”) is maintained and run by Ess Kay. The information available on <https://investor.skfin.in> relates either to Ess Kay and/or its associated web pages/ sites which are linked to <https://investor.skfin.in> (“hereinafter referred as the Website”).

Terms and Conditions and Acceptance

Please read these Terms and Conditions (“Terms of Use”) carefully. Your Acceptance of the Terms of Use contained herein constitutes the Agreement for the Purpose as defined hereunder. The Acceptance of Terms of Use will be between You and Ess Kay (hereinafter referred as “Facilities Provider”) which is facilitating provision of the services, other than those which are otherwise specifically provided by Ess Kay on their respective web pages/sites to you.

By accessing and using this Website you have confirmed that you have read, understood and bound yourself by these Terms of Use. These Terms of Use shall apply to the access and use of the Website and all associated web pages/sites which are linked with <https://investor.skfin.in> (“Website”). You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any facilities that are provided by this Website and all associated web pages/ sites and they

shall be deemed to be incorporated into these Terms of Use and shall be considered as part and parcel of these Terms of Use.

In terms of the Information Technology Act, 2000 (as amended from time to time), this document is an electronic record. By accessing the Website and availing for facilities on the Website, the users (hereinafter referred to as "you", or "your") agree to be bound by these Terms of Use, the disclaimer ('Disclaimer') as posted on the Website.

This Agreement describes the terms governing the usage of the facilities provided to you on the Website. Clicking "I ACCEPT" OR "I AGREE BUTTON" OR SIMILAR BUTTON" to "Terms & Conditions", shall be considered as your electronic acceptance of this Agreement under Information Technology Act 2000. Your continued usage of the facilities from time to time would also constitute acceptance of the Terms of Use including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein. Clicking "I DO NOT ACCEPT OR SIMILAR BUTTON" and consequently, you shall not be able to access the Website.

Your electronic consent, accepting these Terms of Use, represents that you have the capacity to be bound by it, or if you are acting on behalf of any person, that you have the authority to bind such person.

You also acknowledge and agree that, unless specifically provided otherwise, these Terms of Use only apply to this Website and facilities provided on this Website. Ess Kay may have its own individual web pages/sites which are owned by the Ess Kay and the facilities offered by the Ess Kay will be governed in accordance with the terms and conditions posted of those web pages/websites which you would be bound while availing the facilities/services of the said respective web pages/sites or otherwise in any other mode as the case may be.

Changes to the Terms of Use

You agree that these Terms of Use may be subject to change/modification for such reason as it may deem fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the services, company reorganisation, market practice or customer requirements. Upon any change, the updated Terms of Use will be updated on the Website or any other means. Your continued use of the facilities on this Website constitutes acceptance of the changes and an Agreement to be bound by Terms of Use, as amended. You can review the most current version of the Terms of Use at any time, by clicking the Terms & Conditions link on the Website. No fee of whatsoever nature is to be charged for the use of this Website.

If you do not agree with any of these Terms of Use, you may not use this Website.

Authorisation to Facilities Provider

Whenever consent has been obtained/provided by you in any mode under these Terms and Conditions, for availing information/services related to Ess Kay, You agree and authorise Ess Kay to share/transfer/transmit your personal information within Ess Kay and other third parties, in so far as required for offering of facilities through this Website and for analytical / marketing purposes /report generations and/or to offer connected facilities on the Website and may also include transfer/sharing/transmitting of sensitive personal data or information only if it is deemed necessary for the performance of facilities and to provide you with various value added and ancillary facilities/services and information, to aid you in managing your money needs in the manner agreed under these Terms and Conditions and the privacy policy. You agree to receive e-mails/sms/phone calls and such other mode as permitted under law from Ess Kay or its third party service providers regarding the facilities updates, information/promotional offer and/or new product announcements and such other related information.

You also agree and authorise Ess Kay/ third party service providers to contact you at the contact information provided for service related communication relating to your product or facilities offered even if your number is in National Do Not Call Registry.

One ID at <https://investor.skfin.in>

You shall be provided a unique ID on the Website for information of all financial and non-financial transactions with Ess Kay. One ID enables you to have a single login ID for viewing, downloading transaction details of all your product and service needs across Ess Kay.

Once you are provided with the ONE ID, you can inspect, download and view all your financial products held with Ess Kay on single web page through verification / authentication procedure as applicable to your account/financial transactions held with Ess Kay. In case you forget the username or password, you can reset the password or login via registered phone number.

Not an Investment Advisor, Planner, Broker or Tax Advisor

The facilities on the Website are not intended to provide any legal, tax or financial or securities related advice. You agree and understand that the Website is not and shall never be construed as a financial planner, financial intermediary, investment advisor, broker or tax advisor. The facilities are intended only to assist you in your money transactions and decision-making and is broad and general in scope. Your personal financial situation is unique, and any information and advice obtained through the facilities may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your advisor or other financial advisers who are fully aware of your individual circumstances. For more details, please also refer to the Disclaimers provided on the Website.

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No Warranty

Although all efforts are made to ensure that information and content provided as part of this Website is correct at the time of inclusion on the Website, however there is no guarantee to the accuracy of the Information. This Website makes no representations or warranties as to the fairness, completeness or accuracy of Information. There is no commitment to update or correct any information that appears on the Internet or on this Website. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this Website or the information is at your own risk. Neither Ess Kay, nor their directors, officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website or the information, or any website linked to this Website.

No Liability

This Website is provided to you on an "as is" and "where-is" basis, without any warranty. Ess Kay, for itself and any third party providing information, Materials (defined later), facilities, or content to this Website, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the website, the information or any products or facilities to which the information refers. Ess Kay will not be liable to you or any third party for any damages of any

kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, your use of this site or your inability to use the site, even if Ess Kay has previously been advised of the possibility of such damages. Any access to information hosted on third party websites of billers/banks/merchants/Ess Kay etc. is not intended and shall not be treated as an offer to sell or the solicitation of an offer to buy any product/offering of Ess Kay or third parties.

Ess Kay shall have absolutely no liability in connection with the information and Material posted on this Website including any liability for damage to your computer hardware, data, information, materials, or business resulting from the information and/or Material or the lack of information and/or Material available on the Website. In no event shall Ess Kay be liable for any for any special, incidental, consequential, exemplary or punitive damages for any loss, arising out of or in connection with (a) the use, misuse or the inability to use this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the site; or (d) any other matter whatever nature relating to this Website.

Further, Ess Kay cannot always foresee or anticipate technical or other difficulties. The facilities may contain errors, bugs, or other problems. These difficulties may result in loss of data, personalization settings or other facilities interruptions. The Website does not assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

Ess Kay shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained at this Website.

Manner of Use of Personal Information

All Personal Information including Sensitive Personal Information provided/related to you, shall be stored/used/processed/transmitted expressly for the Purpose or facilities indicated thereon at the time of collection and in accordance with the Privacy Policy. Other than those otherwise indicated and agreed by You, this Website do not collect or store or share your Personal Information. Website will use Ess Kay their authorised third party vendors, agents, contractors, consultants or facilities providers (individually a 'Third Party Service Provider' and collectively, the "Third Party Service Providers") and to that extent you understand and authorise the Facilities Provider to share/transmit such information to Third Party Service Providers.

Except in the manner as stated in the Privacy Policy, the Website will not disclose your Personal Information with any affiliated or unaffiliated third parties. You may receive e-mails /communications/notifications from the Third Party Services Providers regarding facilities

updates, information/promotional e-mails/SMS and/or update on new product announcements/services in such mode as permitted under law.

Use of Website in India

This Website is controlled and operated from India and there is no representation that the Materials/information are appropriate or will be available for use in other locations. If you use this Website from outside the India, you are entirely responsible for compliance with all applicable local laws. There is no warranty or representation that a user in one region may obtain the facilities of this website in another region.

Information published on the Website may contain references or cross references to products, programs and facilities offered by Ess Kay/third parties that are not announced or available in your country. Such references do not imply that it is intended to announce such products, programs or facilities in your country. You may consult your local advisors for information regarding the products, programs and services that may be available to you.

In your use of the Website, you may enter into correspondence with, purchase goods and/or facilities from, or participate in promotions of advertisers or members or sponsors of the web site, including those of Ess Kay. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or facilities, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and Ess Kay.

You agree that Ess Kay has no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and Ess Kay and/or third parties.

Third party websites

This Website may be linked to other websites on the World Wide Web that are not under the control of or maintained by Ess Kay. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, facilities and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any facilities and/or products available through any of these websites are suitable for your purposes. Ess Kay is not responsible for the for any goods or facilities they supply or for the content of their websites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this web site includes a link infringes the intellectual property rights of any third party).

Postings and monitoring

Ess Kay does not routinely monitor your postings to the Website but reserves the right to do so if deemed necessary if it is related to the facilities offered on the web site and also to comply with law. However, in our efforts to promote good citizenship within the internet community, if Ess Kay becomes aware of inappropriate use of the Website or any of its facilities, any information, opinions, advice or offers posted by any person or entity logged in to the Website or any of its associated sites is to be construed as public conversation only, and Ess Kay shall not be liable or responsible for such public conversation. You agree that in such cases, we will respond in any way that, in our sole discretion, as deemed appropriate. You acknowledge that Ess Kay will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, Ess Kay will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

Submissions and unauthorized use of any Materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold Ess Kay and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Website or the use of the Website by any person using your user name and/or password (including without limitation your participation in the posting areas or your submissions) violates any applicable law or regulation, or the rights of any third party.

We reserve the right to terminate access to this Website at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded and printed Materials.

If you come across any breaches/violation or offensive material you must report to us at jitesh.gupta@skfin.in

Use of Cookies

You agree and understand that the Website will automatically receive and collect certain anonymous information in standard usage logs through the Web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy.

Facilities Changes and Discontinuation

The Website reserves the right to discontinue or suspend, temporarily or permanently, the facilities. You agree that Ess Kay will not be liable to you in any manner whatsoever for any modification or discontinuance of the facilities. The format and content of this Website may change at any time. We may suspend the operation of this Website for support or maintenance work, in order to update the content or for any other reason.

Ess Kay, and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non-availability of the Website and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason whatsoever. The Website will not be responsible for any liability arising out of delay in providing any information on the Website.

Compliance with the Law

You agree that you will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, programme, algorithm or methodology to access, acquire, copy or monitor the Website, or any portion of the Website.

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines generally available by third party web browsers

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the facilities.

Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the facilities.

You agree not to use the facilities for illegal purposes or for the transmission of material that is unlawful, harassing, libellous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

Restrictions on Commercial Use or Resale

Your right to use the facilities is personal to you; therefore, you agree not to resell or make any commercial use of the facilities. In addition, the Website welcomes your feedback as a user of the facilities. Any feedback you provide will become the confidential and proprietary information of the Website, and you agree that the Website may use in any manner and without limitation,

all comments, suggestions, complaints, and other feedback you provide relating to the Website. The Website shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use feedback for any purpose, including but not limited to incorporation of such feedback into the Website or other Website software or facilities.

No Endorsements

All product and facilities marks contained on or associated with the facilities that are not the Website marks are the trademarks of their respective owners. The Website would require you to respect the same. References to any such names, marks, products or facilities of third parties or hypertext links to third party sites or information does not imply the Website's endorsement, sponsorship or recommendation of the third party, information, product or facilities.

Promotional Offers

You may receive from time to time, announcement about offers with intent to promote this Website and/or facilities/products of Ess Kay ("Promotional Offers"). The Promotional Offer(s) would always be governed by these Terms of Use plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these Terms of Use, to the extent they may be in conflict with these Terms of Use. The Website reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

Charges for use of Website

There are no charges or fees to be paid by you for use of this Website. However, you are responsible for all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. You further agree to pay additional charges, if any levied by Third Party Service Provider(s), for the facilities provided by them through the Website (Additional Charges).

No Endorsement

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Website makes no effort to review the content of these web sites, nor is the Website or its licensors responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libellous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or

that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Website does not pre-screen content, but that the Website will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available via the facilities.

Electronic Communications

These Terms of Use and any notices or other communications regarding the Facilities may be provided to you electronically, and you agree to receive communications from the Website in electronic form. Electronic communications may be posted on the Website and/or delivered to your registered email address, mobile phones etc Ess Kay. All communications in electronic format will be considered to be in "writing". Your consent to receive communications electronically is valid until you revoke your consent by notifying of your decision to do so. If you revoke your consent to receive communications electronically, Ess Kay shall have the right to terminate the facilities.

Assignment

You shall not assign your rights and obligations under this Agreement to any other party. The Website may assign or delegate its rights and/or obligations under this Agreement to any other party in future, directly or indirectly, or to an affiliated or group company.

Legal Disclaimers

The information provided on or through the Website is for general guidance and information purposes only and they do not in any manner indicate any assurance or opinion of any manner whatsoever. Any information may be prone to shortcomings, defects or inaccuracies due to technical reasons. Certain information on Website may be on the basis of our own appraisal of the applicable facts, law and regulations in force at the date hereof.

The information (and opinions, if any) contained on the Website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Hence, they should not be solely relied on when making investment decisions. Your investment or financial decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe Ess Kay or any of its employees/authorized representative as having been in any way involved in your decision making process. Any

information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock or investment advice.

Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and Ess Kays makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. Information on this Website sourced from experts or third party service providers, which may also include reference to any Ess Kays Affiliate. However, any such information shall not be construed to represent that they belong or represent or are endorsed by the views of the Ess Kays. Any information provided or sourced from Ess Kays Affiliate belongs to them. Ess Kays is an independent entity and such information from any Ess Kays Affiliate are not in any manner intended or to be construed as being endorsed by Ess Kays. The information does not constitute investment or financial advice or advice to buy or sell, or to endorse or solicitation to buy or sell any securities or other financial instrument for any reason whatsoever. Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any investment or a solicitation of any type. Investment in the securities market and any financial instruments are inherently risky and you shall always assume complete and full responsibility for the outcomes of all the financial or investment decisions that you make, including but not limited to loss of capital. You are therefore advised to obtain your own applicable legal, accounting, tax or other professional advice or facilities before taking or considering an investment or financial decision.

No Solicitation

No Information at this Website shall constitute an invitation to invest in Ess Kay. These are meant for general information only or to meet statutory requirements or disclosures. Ess Kays or any of its employees are in no way liable for the use of the information by you, when making any decision or investing or trading.

Indemnification

You agree to protect and fully compensate Ess Kays its subsidiaries, licensors, suppliers and facilities providers, employees, officers and directors, from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorney's fees) caused by or arising from your use of the facilities, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

No Waiver

Ess Kays or any of its third party service providers and processor bank/merchants etc. shall not be deemed to have waived any of its/their rights or remedies hereunder, unless such waiver is in

writing. No delay or omission on the part of Ess Kays, in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusive Agreement

You agree that these Terms of Use are the complete and exclusive statement of agreement supersede any proposal or prior agreement, oral or written, and any other communications between you and Ess Kays and its Third Party Service Providers or any other person relating to the subject matter of these Terms of Use. These Terms of Use, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Website and/or the processor bank.

Termination

Either party can terminate this Agreement by notifying the other party in writing. Upon such termination You will not be able to use the facilities of this Website.

Governing Law and Jurisdiction

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms of Use. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Jaipur (Metropolitan) Rajasthan having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Jaipur (Metropolitan) Rajasthan, India for the resolution of all such disputes.