

## Terms and Conditions

By accessing this platform ('The Platform') which is developed, operated and maintained by Online PSB Loans Limited (hereinafter referred to as 'The Company'), a company incorporated under the Companies Act, 2013, having registered office at First Floor, Ashwamegh Elegance - 3, Opp. SBI Corporate Office, SM Road, Ambawadi, Ahmedabad - 380015 Gujarat, you agree to be legally bound by following terms and conditions and other incidental or related aspects for use.

Before you use the platform, you must read all of the terms and conditions ('Terms') herein and the Privacy Policy provided on the Website. Please also refer the additional legal information as may be applicable to you.

It is strongly recommended to you to visit this page periodically to review the most current version of the Terms and Conditions. The company reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of this platform signifies your acceptance of the updated or modified Terms. If you object to these Terms or any subsequent modifications to these Terms or become dissatisfied with the platform in any way, you should immediately terminate use of the platform.

### PART A: GENERAL TERMS AND CONDITIONS OF USE

This Terms and Conditions/Agreement is an Electronic Record published in terms of Information Technology Act, 2000 of India and generated by a computer system and does not require any physical or digital signatures and is in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 issued under the aforesaid Act.

Before you further use this Platform, you must read all of the terms and conditions specified (all sections of this Platform including but not limited to the General Terms and Conditions of Use, the Special and Additional Terms and Conditions of use and ***Online PSB Loans linked Privacy Policy provided on this Platform***) collectively hereinafter referred to as the Agreement).

By using Online PSB Loans Products, Software, Services and the Platform (hereinafter referred to as Services), you hereby confirm to having accepted the Agreement, with immediate effect.

If you do not agree to the aforesaid paragraph, please do not proceed to further on this Platform.

If this Agreement conflicts with any other document(s), this Agreement will override and supersede such other document(s) and in case of conflict between Part A (General Terms and Conditions of Use) and Part B (Special and Additional Terms and Conditions of Use), the

specific provisions of Part B shall prevail. Apart from it, all the terms and conditions which are obligatory to or binding on you will be applicable.

#### **A. GENERAL**

To the extent that any provision of this Agreement is found to be invalid, unlawful or unenforceable you agree that the courts at Ahmedabad shall have exclusive jurisdiction over the matter and shall endeavour to give effect to the Parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

Headings are for reference purposes only and do not limit the scope or extent of such section. The failure of the company to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. The company does not guarantee it will take action against all breaches of this Agreement.

Except as otherwise expressly provided in this Agreement there shall be no third-party beneficiaries to this Agreement. This Agreement constitutes the entire agreement, subject to specific provisions herein, between you and the company and governs your use of the Platform and the Services, superseding any prior agreements or any communication written or oral by any mode between you and the company with respect to the Platform and/or the Services.

#### **B. DESCRIPTION OF SERVICES/ PURPOSE:**

We are acting as an insurance infrastructure platform provider and facilitator between Insurance Companies / Insurer, Banks/Financial Institutions and Applicants in providing contactless digital insurance products based on the information provided by you or banks or insurance companies as the case may be to determine your eligibility to receive specific Insurance Product. The company mere acts as a technical service provider (TSP) facilitator and is not in any way involved in peer to peer (P2P) underwriting or lending directly or indirectly. The insurance is subject matter of solicitation and is provided by the concerned Insurance Company through your Bank subject to its sole discretion without any interference of the company in the entire journey or post journey. The Certificate of insurance is also generated by the Insurance company and displayed on the platform for administrative ease only.

In course of providing user-friendly and hassle-free service/experience to the user and to provide end services, the company may be using third-party services. In such case, direct or indirect integrations will be made with such associated third-party service providers to render certain services.

Any data provided by you shall be used preliminary for this purpose or any other purpose connected to fulfill the above purpose or to enhance the user experience.

#### **C. REGISTRATION:**

Registration with the Platform is by way of creating user ID. You are solely responsible and liable for the veracity and accuracy of all personal and other details furnished by you as well as for authentication of all documents uploaded by you/Data shown to you at the time of registration with the Platform.

You hereby agree that the company may contact you either electronically, through phone or through its online and offline centers or associates, to understand your interest in the selected products and services and to fulfill your demand. You also agree that the company /the platform reserves the right to make your details available to its partners and affiliates and you may be contacted by such partners and affiliates for information through email, telephone, SMS and/or any other mode of communication.

You hereby specifically grant a consent to receive, Transactional or Service Explicit/Implicit communications, promotional materials and/or special offers from the company through email, SMS and/or any other mode of communication.

#### **D. PROPRIETARY RIGHTS:**

You acknowledge and agree that the company owns all legal rights, titles and interests in and to the Platform and the Services offered herein, including any intellectual property rights which subsist in the Platform, technology, other intellectual property rights and/or the Services (whether those rights are registered or not, and wherever in the world those rights exist). All the content displayed on the Site is the sole property and is in the exclusive right, title and ownership of the. The copyright exists in the content on the Site as well as the Site itself is and shall always remain in the sole custody, possession, control and ownership of the Company. Copyright for this purpose includes registered as well as any unregistered copyright. You further acknowledge that the Platform/Services may contain information which is designated confidential by the company and that you shall not disclose such information without the company's prior written consent. You may not copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Platform and/or the Services.

The trademarks, logos, designs and service marks ('Marks') displayed on this Site are the property of the Company and shall always remain the sole property of the Company. Trademarks and domain name of the Site also vests with the Company. Trade marks that have been applied for registration and the unregistered trademarks shall also be the sole property of the Company. You do not have the right to use any of the company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services or on the Platform. You will not copy or transmit any of the Services, components of service, data, details or information. You are strictly prohibited to modify, copy, alter, change,

distribute, display, publish, transform, transfigure and/or mutate any part of the Platform and/or the Services.

#### **E. LICENSE AND PLATFORM ACCESS/USAGE OF THE PLATFORM:**

The company grants you a limited license to access and use of the Platform, the Products/Services offered purely for commercial purpose only.

This license does not include any downloading or copying of any kind of information or in any forms such as extract or reformatted for the benefit of another individual, vendor or any other third party; caching, unauthorized hypertext links to the Platform and the framing of any content available through the Platform, uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in the company's sole discretion) an unreasonable or disproportionately large load on the company's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools.

You may not bypass any measures used by the company to prevent or restrict access to the Platform and/or the Services. Any unauthorized use by you shall terminate the permission or the limited license granted to you by the company and shall entail charges of compensation to be paid by you as may be determined by the company.

By using the Platform you agree not to:

- Use this Platform or its contents for any purpose other than as defined in the Platform;
- Make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand;
- Access, monitor or copy any content or information of this Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violate the restrictions in any robot exclusion headers on this Platform or bypass or circumvent other measures employed to prevent or limit access to this Platform;
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep link to any portion of this Platform (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or
- 'Frame', 'Mirror' or otherwise incorporate any part of this Platform into any other Platform without our prior written authorization.

#### **F. YOUR ACCOUNT**

You represent and warrant that you are of legal age and not a minor, competent to contract having a sound mind, and under no coercion or undue influence of any person or substance or incapacitated in any manner whatsoever to form a binding contract and are not a competitor of the company or in any way or manner associated with competitor or potential competitor or a person barred from receiving the Services offered by the company under the laws of India or other applicable jurisdiction. You will use the Platform to make legitimate use for you or for any another person for whom you are legally authorized to act (and will inform such other persons about the Agreement and/or Privacy Policy) that apply to the use of the Platform and the Services on their behalf (including all rules and restrictions applicable thereto). You also agree to provide true, accurate, current and complete information about yourself as required by the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or the company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the company has the right to refuse and/or deny access of any and all existing or future use by you of the Platform (or any portion thereof).

Notwithstanding the above, the company retains the right at its sole discretion to deny access to anyone to the Platform and/or the Services it offers, at any time and for any reason, including, but not limited to, for violation of the Agreement or Privacy Policy or any other policy that maybe in force with or without reason.

#### **G. OUR PARTNERS & CONSENT**

The company's display on or through the Platform of any insurance product options or by any other mode of communication (whether public or private) offered by third parties does not in any way imply, suggest, or constitute any sponsorship, recommendation or approval of the company of any such third parties or of their products. The company does not, through its Platform display, content or in any other manner, provide any recommendation, opinion or advice to you on the third parties or their products. You agree that the company and the Platform is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties. It is specifically clarified that the only role that the company is playing through its Platform is of a facilitator between you and the Banks and/or Insurance Companies and any interaction with such third party introduced through the Platform is at your own risk, and the company will have no liability or responsibility with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, non-performance, delays, defaults, any loss of business or profit or other damages or expenses resulting from your interactions with such third parties.

You hereby undertake and confirm that the information and data furnished by you to the platform is true and correct. The Platform has integration with various Fraud Check data points and it may act on its own or on behalf of any Insurer/Bank or Financial Institution for

conducting necessary checks. You hereby provide your consent for conducting any such Fraud check necessary for processing the application on the Platform.

## **H. LOCAL LAWS**

The company controls and operates this Platform from its headquarters in Ahmedabad (Gujarat), India and makes no representation that the Services offered on the Platform are appropriate or available for use in other locations or jurisdictions. If you use this Platform from other locations/jurisdiction, you are responsible for compliance with applicable local laws (including the Insurance laws, taxation aspect, Fiscal and Economic Laws or any other applicable laws) and regulations. Unless otherwise explicitly stated, all marketing or promotional materials found on this Platform are solely directed to individuals, companies or other entities located in India and comply with the laws prevailing for the time being in force in India. By agreeing to these terms and conditions of use, you confirm and undertake that neither you nor any of your representatives shall have the right to challenge the governing law and jurisdiction as more specifically set out herein and/or in Part B (Special and Additional Terms and Conditions) as the case maybe.

## **I. SUBMITTED CONTENT**

The company does not claim ownership and/or usability/suitability of any information, data, documents and/or materials ('Materials') of any kind made available by you through the Platform. At the company's sole discretion, such Materials may be included in the Services in whole or in part or in a modified form. With respect to such Materials, you submit or make available for inclusion on the Platform, you grant the company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such Materials or any part thereof (as well as use the name that you submit in connection with such submitted content) unless specially agreed otherwise by the company.

You hereby represent, warrant and covenant that any Material you provide does not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this Section. In case any liability arises on the company then you shall be solely liable and shall indemnify the company. We take no responsibility and assume no liability for any Material and its content posted or submitted by you. We have no obligation to post your Material or comments; we reserve the right in our absolute discretion to determine which Material/comments are published on the Platform. If you do not agree to these terms and conditions, please do not provide us with any Material/content for submission. You agree that you are fully and solely responsible for genuineness, veracity and authentication of the Material and content you submit.

You are prohibited from posting or transmitting, including but not limited to the following, to or from this Platform:

- Any unlawful, threatening, unethical, libelous, defamatory, obscene, pornographic, or other material or content that would violate sentiments/rights of publicity and/or privacy or that would violate any law;
- Any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services) unless specifically required by the company;
- Any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party;
- Any unauthenticated or manipulated data (in any form) leading to forgery or business deal failures.

Any non-compliance/breach/infringement of the above shall entitle the company to take strict actions as it deems fit against you. You shall be solely liable for any damages, claim, costs and expenses resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Platform.

#### **J. LIMITATION OF LIABILITY**

The company and its Partners, Subsidiaries, Joint Ventures, Associates, Officers, Directors, Employees, Representatives, Affiliates, and providers (hereinafter referred to 'The company's Associates') will not be responsible or liable for:

- (a) 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), or
  - any use of the Platform or content or Services, or
  - the performance or non-performance by us or the company's Associates, even if we have been advised of the possibility of damages to such parties or any other party, or
- (b) any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Platform or your downloading of any Service/content from the Platform.

#### **K. INDEMNITY**

You agree to indemnify, release and hold harmless the company and the company's Associates from any and against all liabilities, claims, causes of action, demands, recoveries, losses, damages, fines, penalties, interests or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this



Agreement, your violation of any law or the rights of a third party, or your use of the Platform/Services.

#### **L. ELECTRONIC COMMUNICATION**

When you use the Platform, you are communicating with the company electronically. You consent to receive communications from the company electronically. The company may communicate with you by email or by posting notices on the Platform or by phone or usually available means of communication.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **M. ACCESS TO PASSWORD PROTECTED/SECURE AREAS**

Access to and use of password protected and/or secure areas of the Platform is restricted to authorized users only. Unauthorized individuals attempting to access or accessing these areas of the Platform may be subject to prosecution and/or legal action under the applicable laws.

#### **N. MODIFICATION AND NOTIFICATION OF CHANGES**

The company reserves the right to make changes to the Platform, Services, related policies, payment terms and agreements, this Agreement (all sections) and the Privacy Policy at any time. If the company makes a material modification to this Agreement, you are advised to refer this Agreement from time to time. If you choose to continue using the Platform, you agree that by doing so you will be deemed to accept the terms and conditions.

#### **O. SURVIVAL OF TERMS AFTER AGREEMENT ENDS**

Notwithstanding any other provisions of this Agreement, or any general legal principles to the contrary, any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.

#### **P. YOUR TELEPHONE CALLS**

Telephone calls that you make to our customer service help line on the numbers mentioned in the Contact Us section of the Platform or calls made by our support desk may be monitored or recorded. This will help us to train our staff and improve our services to you. A recording will only be used under proper and careful supervision. Our customer service help line is available on the times notified in the Contact Us section of the Platform. Your telecom provider will charge you at local rates for calls made to non-tollfree numbers. Any solicitation talks shall not be entertained and you as a user of the Platform are bound to maintain the dignity as a tele-talker. All rules and regulations as applicable to telephone



calls/TeleTalks in this regard shall apply and you as a user are bound to comply with the same.

#### **Q. FEEDBACK**

Your feedback makes us better. Please feel free to share it with us. We will assume no responsibility for reviewing unsolicited ideas and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future the company programs. Please do not reveal trade secrets or other confidential information in your messages to the company. Any and all rights to materials submitted to us become the exclusive property of the company. The company is not bound to act or implement any discretionary measures against any complaint/feedback received. However, the company in good faith shall use its best efforts to use the same in a positive way and shall endeavor to take reasonable efforts to improve/improvise the Platform to the extent possible.

#### **PART B: SPECIAL AND ADDITIONAL TERMS AND CONDITIONS**

[In addition to the terms and conditions set out in Part A, these Special and Additional Terms and Conditions set out herein are applicable to an applicant. In Case of conflict between Part A (General Terms and Conditions of Use) and Part B (Special and Additional Terms and Conditions of Use) the specific provisions of Part B will prevail.]

All Applicants registered shall ensure compliance with the following terms and conditions at all times for any application received through the Platform of the company (the term shall hereinafter deem to include its third-party partners if any, employees, affiliates, agents and representatives where the context so requires):

##### **A. AUTHORIZATION**

The applicant hereby authorizes and provides the consent to the company to act through the Platform as a facilitator between the applicants, insurers and the banks/financial institutions purely for commercial purposes, only. Accordingly, the company is entitled to provide a platform for facilitating applications, facilitating the Insurance Product Purchase, engaging different third-party agencies as may deem fit to us and obtain and analysing various data required by the Insurer /Bank in its format and such other services as maybe indicated by the company from time to time on its Platform.

##### **B. DATA COLLECTION**

The company maintains a data collection center for all applications received. The company shall keep such data and will have de-duplication check to avoid multiple issuance of the insurance policy to same insured.

The company has used reasonable endeavours to get best possible securities or its data center however in case of any data theft/hacking/attack/any event beyond its control, the

company does not guarantee data security and accepts no responsibility or liability for any loss or damage arising as consequence of such event/s.

### **C. COLLATING AND INTEGRATION OF INFORMATION**

The applicant shall verify the data during the purchase of insurance products as the company will receive data on as is basis from the banks in which you are maintaining account. The Platform shall ensure, to the extent possible, that all information collated and collected from the applicant/banks/insurance company shall be made available to and integrated with the system of the insurer/bank/financial institution in such party's own format and parameters. However, the obligation of the Platform to do so shall be subject to the updation by the insurer/bank/financial institution of its forms and parameters from time to time. Failure in doing so shall absolve the company / the Platform from any responsibility or liability to the applicant.

If in a specific case, the insurer/bank/financial institution does not have its own set of forms and parameters, then the Platform shall have the right to use its own format and parameters to convert and/or format the data and information made available by the applicant and make the same available to respective lenders.

### **D. REFUND AND CANCELLATION**

This Platform is a facilitator between the applicants and insurer/bank/financial institution and does not charge the applicant any application fee or convenience fee. In case of any dispute in respect of payments (overcharge etc.) the applicant shall directly contact the insurer/bank/financial institution. The Company shall not be liable to the applicant for any deductions made by the insurer/bank/financial institution. Hence, the Company will also not be liable to refund or cancel any payments made by one party to another.

### **E. CONFIDENTIALITY**

The provisions of this Section are in addition to the provisions of the Privacy Policy required to be accepted by the user. All information shared by the user as a registered account holder with the Platform and/or the company shall deem to be confidential information and the Platform has put in reasonable and appropriate protective measures to ensure that confidentiality of the same is protected.

However, if such information is shared with any third parties (if any) such party shall be responsible for maintaining the confidentiality of the same as per the applicable laws and shall be liable in case of any breach.

The Platform shall have the right to share the user information with the insurer/bank/financial institution /service provider, regulatory and/or statutory authorities and/or any other agency as maybe required under applicable laws as well as with its partners, employees, alliances, affiliates, agents and representatives on need to know basis.

All information shared by third parties (if any) with the user on the Platform shall also be treated as confidential information (unless the same is available in public) and the user shall take appropriate and reasonable measures in its system to protect the same at its end. Any breach or negligence in this regard at the user's end leading to any third party claims on the user, the company and/or the Platform shall be handled and settled by the user at its own cost and expense and the company shall not be responsible or liable for the same.

#### **F. GOVERNING LAWS AND JURISDICTION**

This Agreement (Terms of Use-including part A and B) and the relationship between you and the company will be governed by the laws of the India without regard to its conflict of law provisions. Subject to the above, the courts located in Ahmedabad (India) shall have exclusive jurisdiction with respect to any legal proceedings that may arise in connection with this Agreement.

You hereby accept the above Special and Additional Terms and Conditions and agree to be bound by the same. Any breach, violation or non-compliance shall entitle the company, the Platform and/or its representatives to take necessary action against me/us.

You hereby declare that you are of major age and an individual or an entity legally capable and compatible to enter into this Agreement / contract.

You hereby confirm by clicking on 'I Accept' for having read and understood the Agreement (Terms of Use, all sections - Part A & Part B and Disclaimers, are construed to make total and complete agreement) and accept the same in its entirety. You agree to be bound by all the provisions and sections of this Agreement (as applicable to you). Any breach, violation or non-compliance of the same shall entitle Online PSB Loans, its representative and/or the Platform to take necessary action including legal action against you.

You acknowledge that you have read and have understood these Terms, and that these Terms and Conditions have the same force and effect as a signed agreement by you.