

**Schedule 4  
Facility Terms**

<b>“ABFL”</b>	<b>“Borrower”</b>
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<p><b>ADITYA BIRLA FINANCE LIMITED</b> CIN: U65990GJ1991PLC064603</p> <p><b>Registered Office Address</b> Indian Rayon Compound, Veraval, Gujarat 362 266</p> <p><b>Corporate Office Address</b> One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013</p>	
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Sanction Date	(date of showing the T&C)		
Type of loan	Line of credit		
Facility Sanctioned	Upto Rs. 50,000/- (Rupees Fifty thousand only)		
Tenure of the Facility	12 (twelve) months from the date of sanction, with facility being reviewed post that. Documents (if any) required for renewal of facility to be submitted to ABFL at least 40 days prior to limit expiry		
Interest Rate	13.5 % p.a. (thirteen and half percent per annum)		
Monthly interest payment	Any interest applicable on the loan during the validity period of the principal, will be borne by Ola Financial Services Private Limited ( <i>formerly known as ZipCash Card Services Private Limited</i> ) (“OFS”)		
Principal Repayment Schedule	Subject to Due Date extension interest, outstanding principal will be due by the 26 <sup>th</sup> of every month with 7 (seven) days additional grace period		
Processing Fees	Nil		
Pre-Payment Charges	Nil		
Cheque/Mandate bounce charges	NIL		
Late Payment Fee (this is over and above the applicable interest rate)	<b>Amount Due</b>	<b>Per Day Late Payment Fees till 80days</b>	<b>Flat fees payable post 81<sup>st</sup> day</b>

	<table border="1"> <tr> <td><b>Upto 1000</b></td> <td><b>INR 1</b></td> <td><b>INR100</b></td> </tr> <tr> <td><b>1001 to 2500</b></td> <td><b>INR 2</b></td> <td><b>INR 200</b></td> </tr> <tr> <td><b>2501 to 5000</b></td> <td><b>INR 5</b></td> <td><b>INR 500</b></td> </tr> <tr> <td><b>5000+</b></td> <td><b>INR 10</b></td> <td><b>INR 1000</b></td> </tr> </table> <p><b>ABFL reserves right to change the Late Payment Fee from time to time and such change shall be notified to the Borrower.</b></p>	<b>Upto 1000</b>	<b>INR 1</b>	<b>INR100</b>	<b>1001 to 2500</b>	<b>INR 2</b>	<b>INR 200</b>	<b>2501 to 5000</b>	<b>INR 5</b>	<b>INR 500</b>	<b>5000+</b>	<b>INR 10</b>	<b>INR 1000</b>
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Specific Pre-disbursement condition	The borrower shall share his/her Proof of identity and Proof of address with ABFL and ABFL shall validate the same before sanctioning the line.												
Address for notices													

1. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable 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.
2. These Facility Terms become applicable once You avail the short term unsecured credit line sanction and include each Tranche or total number of approved Tranches thereunder (“**Facility**”) being provided by Aditya Birla Finance Limited (“**ABFL**” or “**Us**” or “**We**” and include its administrators, successors, executors and permitted assigns) whether through a computer or a mobile phone or any other permitted media. You can use the Facility for the purposes of purchasing goods and services (“**Products**”) from the Merchant’s (*defined below*) website or app or other portal (“**Merchant Platform**”) or for any other purpose as permitted and communicated to You. Please read these Facility Terms carefully before availing the Facility. These Facility Terms are a legal and binding agreement between You and Us in relation to the Facility provided by Us. By agreeing to these Facility Terms or otherwise using the Facility, You will be deemed to have read and understood these Facility Terms, and agree to be bound by these Facility Terms including any modifications/ amendments thereto issued from time to time. You shall be solely responsible for keeping Yourself updated with these Facility Terms. The Term “**You/ Your/ Borrower**” refers to the user of the Facility and includes Your heirs, representatives, beneficiaries, successors, executors, administrators and permitted assigns. The term “**Merchant**” refers to any seller of goods and services. If You do not accept any of the Facility Terms, then please do not use the Facility or any of the services being provided therein.
3. **Consent to accept the Facility Terms:** By clicking on the tab/ button/ checkbox of “**I Accept**” or any other button/ checkbox of similar nature: (i) You confirm that You are eligible under Applicable Law to avail the Facility, (ii) You consent to avail and use the Facility as per the terms and conditions of these Facility Terms; and (iii) You consent to receive communications, notices and information from Us and our business partners, service providers, authorized third parties etc. (whether through SMS, emails, phone calls, automated phone calls or by any other means). Electronic communications shall be deemed to have been received by You when we send the electronic communication to the email address / mobile number / details provided by You or any other third party. You agree that You will not hold Us or Our business partners/ service providers/ authorized third parties responsible for any such communications received from Us/ our business partners/ service providers/ authorized third parties, nor will any such communication amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.
4. **Sanction Limit and Line of Credit**

ABFL sanctions a certain facility limit to you namely INR 50,000. However, the 'line of credit' available for use by you, may vary basis various factors such as your credit assessment, loan application, timely repayment etc. Accordingly, we reserve right to increase or decrease the line of credit available to you, from time to time, depending on these factors. However, for ABFL it will be treated as a facility of complete sanction amount i.e. INR 50,000 and will use this amount for all internal / financial / statutory / regulatory reporting including, but not limited to, Credit Information Companies

**Eligibility:**

You are eligible to avail the Facility only if You fulfil the following conditions:

- (a) You are 18 (eighteen) years of age or above;
- (b) You are competent to enter into a contract under the Applicable Law;
- (c) You are a resident of India;
- (d) We are satisfied with Your eligibility after having analysed and completed, directly or indirectly, all the due diligence such as, including but not limited to, KYC document verification, recording of personal information, and all other documents/ information provided by You ("**KYC Checks**").

It is hereby clarified that until KYC Checks is completed by Us, You continue to remain a customer of OFS for the Facility offered by OFS ("**Ola Money Postpaid Plus**"), and only after KYC Checks, We will onboard You for the Facility on our system and henceforth You will be called an '**ABFL Customer**'

**5. Terms of the Facility:**

- (a) The Facility is provided to You for the purchase of goods and services ("**Products**") of the Merchant on the mobile application, website or any other online platform owned and/ or operated by the Merchant ("**Merchant Platform**") and for other purposes as communicated to You.
- (b) For the avoidance of doubt, We provide the Facility by enabling the use by the customer, of a third party technology platform. The third party technology platform acts as an intermediary between You and Us.
- (c) You hereby give your consent and authorize ABFL to disburse any money under the arrangement to OFS and OFS shall remit such amount to the respective Merchant. For avoidance of doubt, it is made clear that the such payment to monies to OFS by Us shall make the disbursement complete and You shall be liable to repay such money to ABFL You acknowledge and agree that Merchant would have the sole discretion to decide the Products in relation to which the Facility would be provided to You on the Merchant Platform, and such decision by the Merchant would be final. You further acknowledge and agree that merely by accessing the Merchant Platform or applying for the Facility, You would not be entitled to avail the Facility. We would have the right to determine Your eligibility to avail the Facility either on Our own or through Our agents or third party service providers, and in this regard, require for You to provide certain information and documents.
- (d) For the purposes of ascertaining Your eligibility to avail the Facility, We shall have the right to (either directly or through its agents or third party service providers, and in this regard has authorized OFS as its third party service provider) to, evaluate and examine: (i) the information and documents provided by You at the time of availing the Facility; and (ii) the information and documents available with the Merchant/ OFS prior to Your application for availing the Facility; (collectively, "**User Information**"), and in doing so, transfer this User Information to OFS and/or OFS's affiliates, agents and third party service providers that are engaged by OFS in this regard. You acknowledge and agree that the User Information may be transferred to and used by Us, OFS and/or OFS's affiliates, agents and third party service providers that are engaged by OFS for the purposes of the extension of the Facility, including for the purposes of determining Your eligibility to avail the Facility, determining the quantum of the Facility that may be availed by You and the repayment schedule ("**Repayment Schedule**") that may be

offered to You. While undertaking such evaluation, We, OFS, the third party service provider and/or Our agent shall have the right to evaluate such other information and documents concerning You that is available with it, as it deems appropriate. At all times, Your information will be treated by Us in accordance with Applicable Law, these Facility Terms and Our privacy policy.

- (e) We shall maintain necessary records in respect of the Facility entered into by You and amounts due in respect of the Facility and You agree to sharing of such records by Us with OFS in order to facilitate the Facility. You agree that such records as maintained by Us shall be sufficient proof of the transactions entered into between You and Us and the amounts due thereto, which You shall not dispute.
- (f) You acknowledge and agree that the Merchant may stop (permanently or temporarily) accepting the Facility as payment for the Products, at its sole discretion, without prior notice to You. You may stop using the Facility for payment, unless any amounts are due from You under these Facility Terms.
- (g) You acknowledge and agree that We may cancel/ suspend/ terminate the Facility (whole or part) at any time, with or without prior notice to You. Any outstanding amounts to be paid to Us by You, under the Facility, shall continue to be governed by these Facility Terms.
- (h) We reserve the right to set the Repayment Schedule, with the assistance of OFS, at Our discretion.
- (i) You warrant that all the User Information provided by You for availing the Facility, shared by You with Us and on the Merchant Platform, is accurate and up to date. We can verify the User Information shared by You and choose to refuse extension of the Facility to You.
- (j) You agree to use the Facility only for purposes that are permitted by these Facility Terms and any Applicable Law as amended from time to time.
- (k) You hereby acknowledge and agree that You shall immediately notify Us, in case of any change in the communication details registered with Us including Your home address, e-mail address and phone number.
- (l) We retain the right to offer the Facility to You for such period as We deem appropriate, and We retain the right to withdraw the offer of the Facility at any point in time.

#### **6. Payment Conditions:**

- (a) You shall be entitled to avail the Facility as per the Repayment Schedule set by Us and communicated to You from time to time. We reserve the right to vary such Repayment Schedule applicable to You.
- (b) You would be required to undertake repayment of the Facility in accordance with the Repayment Schedule that is intimated to You at the time of availing the Facility, and be bound by such Repayment Schedule. You further declare that You are ready, able and willing to pay sums payable as per the Repayment Schedule to Us under the Facility.
- (c) You acknowledge and agree that We shall have the right to collect the payments due under the Facility, either directly or through agents or third party service providers, and in this regard, We have exclusively authorized OFS for the purposes of collecting the payments due and payable from You in respect of the Facility. You would have the option to make payments due as per the Repayment Schedule only through the payment methods specified on the website, mobile application, online or on the mobile application, website or any other online platform owned and/or operated by OFS (“**OFS Platform**”) which may include the option to pay by debit card, net banking and/or wallet issued by regulated entities in India and any other mode as may be available on the OFS Platform. We and/or OFS shall have the right to alter the payment methods available for You to make repayments under the Facility. For avoidance of doubt, it is clarified that any payments made through payment methods other than those specified on the OFS Platform, would not be considered as valid repayment of the Facility.
- (d) You acknowledge and agree that We may charge certain interest or other charges on You, for the provision of the Facility to You. The same, if applicable, shall be communicated to You as part of the Repayment Schedule, from time to time.

- (e) You acknowledge and agree that in the event You fail to make payments as per the Repayment Schedule, We shall have the right to levy certain late payment fees, which shall be as communicated to You from time to time.
- (f) Without prejudice to Our rights under Applicable Law, in the event of Your inability to repay the Facility amount due and payable, or any other breach of these Facility Terms, We would be entitled to seek recovery of the amounts due in respect of the Facility in any manner as We deem fit, and take or request OFS or any third party to take such other measures in this regard, including but not limited to limiting/ terminating access to OFS Platform.
- (g) You acknowledge and agree that after opting for the Facility, We either directly or through OFS would send a monthly statement (*or statements in respect of such other periodicity as is determined by Us*) of the Facility availed and outstanding, to Your e-mail address and/or phone number registered with Us or available with OFS, Our service provider and/or authorized third parties. In addition, We, either directly or through OFS, would also have the right to send You alerts, reminders, or other communications regarding instalments/ payments due and payable as per the Repayment Schedule. For the said purposes, the mode of communication may be determined by Us and/or OFS and such mode of communication may include phone calls, SMS, in-app messages and push notifications, in-app chat, and/or through the customer service call line, as the case may be, or any other mode of communication as may be decided by Us and/or OFS.

## **7. Support**

All issues, opinions, suggestions, questions and feedback while availing the Facility may be communicated to Us through the following email address [care.digitalfinance@adityabirlacapital.com](mailto:care.digitalfinance@adityabirlacapital.com) directly with OFS at [support@olamoney.com](mailto:support@olamoney.com) . We shall endeavor to respond to Your issues within 7 (seven) working days of Your reporting the same and to resolve it at the earliest. It is hereby clarified that issues are resolved on severity basis, and certain issues may be resolved earlier than the others. However, We shall not be liable for any damages or losses in the event You are not satisfied with any such resolution.

- 8.** Borrower is allowed to withdraw multiple tranches (the number of tranches maybe fixed or flexible as decided by ABFL) until the Facility is utilised. Any interest applicable on the utilized principal during the validity period of the principal, will be borne by OFS, unless specifically communicated that interest is to be borne by the Borrower. Borrower will continue to utilise the product interest-free and will only be responsible to pay the principal outstanding by the due date.
- 9.** Upon the representation and information provided by the Borrower in the application for the loan made to the ABFL, the ABFL hereby agrees to lend to the Borrower the Facility for the purpose hereinabove.
- 10.** The ABFL shall have the right to recall the Facility at any point in time at its sole discretion, without assigning any reasons for such recall, and upon such recall, the Facility sanctioned and all other amounts stipulated by the ABFL shall be payable forthwith. The Borrower shall be liable for all amounts due and all costs, duties, levies etc., incurred for enforcing these Facility Terms or for undertaking any recovery proceedings with respect to the Facility.
- 11.** The Borrower shall repay the Principal due on or before due date in accordance with the Principal Repayment Schedule mentioned in the above table. In case of delay in principal payment and subject to the Due Date extension interest, late payment fee (LPF) will be applicable as specified in these Facility Terms. GST will be applicable on the LPF and ABFL shall provide LPF invoice with GSTIN, either on request of the Borrower or at a pre-decided frequency. Any dispute, shall not entitle the Borrower to withhold payment demanded by the ABFL and/or payment of any principal amount/charges. In case of any variation of the same and based on such re-computation, payments shall be made by the Borrower in accordance with such amended repayment schedule(s), as may be intimated by the ABFL to the Borrower.

12. The Borrower is fully cognizant that dishonour of the repayment of the Facility (in part or full) is a criminal offence under the law. The due payment can be made directly from OFS Platform through prepaid payment instrument/Debit Card/Netbanking/UPI (“**Payment Instrument**”) and the Borrower can choose to avail such options when required to make payment towards the account of the Facility.
13. Borrower agrees and confirm that he/she shall repay the Loan using Payment Instrument or any other repayment mode provided by OFS on OFS Platform.
14. Borrower agrees and confirms that in case he/she fails to repay the principal on or before due date, ABFL will report his/her DPD to the bureau and in case the DPD crosses 60 days, the customer bureau will be reported Reporting will be reversed and deleted from bureau of the customer in case customer ends up paying entire overdue post-facto to OFS.
15. Subject to clause 6 (f) above, ABFL or OFS agent/representative shall never demand for cash repayment of the Facility and the Borrower agrees that any cash repayment made by the Borrower to any person in such regard is at his/her own risk and not adjustable from the Facility amount/interest or charges/fees associated with the Facility, further ABFL shall not be held liable for the same. It is hereby clarified that any cash recovery will be only done through our authorized representatives, agents, third party service providers (“**Authorized Agents**”) and any cash if paid to the Authorized Agents shall be adjusted towards the Facility.
16. The records maintained by the ABFL shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate issued by the ABFL stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the ABFL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.
17. If in any given case the application for the Facility is rejected by ABFL for any reason, then ABFL shall destroy all documents (submitted by the Borrower) that are in ABFL's custody and the Borrower hereby agrees and confirms that he/she/it shall not hold ABFL liable for any consequences arising out of or in relation thereto.
18. ABFL shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the outstanding amounts under the Facility or any other rights under these Facility Terms or any other document pursuant hereto to any person on these Facility Terms only ABFL may decide in its sole discretion, by giving reasonable notice to the Borrower. The Borrower hereby specifically consents to the right of ABFL to sell or transfer. The Borrower shall not transfer or assign his/her rights under the Facility Terms.
19. Borrower hereby agrees and confirm that the borrower has submitted a valid OVD for KYC purpose and it contains his/her valid current address. The Borrower also agrees and confirms that his date of birth mentioned in the Ola Money Postpaid Plus journey is same that on the PAN card uploaded by him/her in the journey.
20. The Borrower(s) hereby authorizes ABFL to disclose any information /documents relating to the Borrower(s), of the Facility availed of/ to be availed by the Borrower(s) or any obligations to be assured by the Borrower(s) in relation thereto, to Reserve Bank of India, Income Tax Authorities, Credit Bureaus', Third Parties, Credit Rating Agencies, Databanks, Corporate(s), Banks, Financial institutions or any other Government or any Authority (Regulatory/ Statutory/ Judicial/ Quasi-judicial) and also to obtain information from these agencies/authorities/ etc., with respect to the Borrower(s), so as to enable ABFL to appraise/ access the Borrower(s) from time to time in relation to such facility/ies. Borrower hereby give consent to ABFL and its Authorized Agents and Third party service providers to use information/data provided by the Borrower to contact the Borrower through any channel of communication including but not limited to email, telephone, sms, etc. and

further authorize the disclosure of the information contained herein to its affiliates/group companies or their Authorized Agents or Third Party Service Providers in order to provide information and updates to me on various financial and investment products and offering of other services. Borrower agrees and confirm that all personal or transactional related information collected/provided by the Borrower can be shared/transferred and disclosed with the above mentioned parties including but not limited to any regulatory, statutory or judicial authorities for compliance with any law or regulation in accordance with privacy policy as available at the website of ABFL.

## **21. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS**

With a view to induce ABFL to sanction the Facility to You, You, hereby represents/warrants to/ covenants/ undertakes with ABFL that You-

- (i) Have given complete and correct/valid information and details in the application form about Yourself.
- (ii) have no pending claims, demands, litigation or proceedings against You before any court or authority (public or private);
- (iii) shall ensure that the purpose for the Facility advanced by ABFL is fulfilled in all respects and produced to ABFL, the necessary documents, as may be required by ABFL from time to time;
- (iv) shall promptly and without requiring any notice or reminder from ABFL, repay the Facility in accordance with the terms mentioned herein
- (v) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Facility, then outstanding due and payable with interest and other dues, including prepayment charges, if any. The Borrower hereby undertakes to keep the ABFL informed of any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address. The Borrower authorizes to update the contact information change on Ola app and hereby authorizes the ABFL to contact the Borrower at the updated contact details, by post, phone, e-mail, SMS/text messaging.
- (vi) the Borrower agrees and undertakes not to, and warrants and represents to the ABFL that the Borrower shall not, utilize the Facility for any antisocial, unlawful, or speculative purposes and/or capital market.
- (vii) The Borrower agrees that the ABFL shall send any notice/letter/other document meant for the Borrower at the address last intimated by the Borrower and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier or email at the discretion of the ABFL. All writings from the Borrower to the ABFL must be received from the Borrower at the address specified in the application for availing the Facility.

## **22. INTEREST & APPORTIONMENT OF PAYMENT**

- a. ABFL shall be entitled to debit all other amounts due and payable by the Borrower under this Facility Terms (including but not limited to late payment fees, stamp duty, processing fee, login fees, costs, service/Prepayment and other charges, claims and expenses including expenses which may be incurred by the Borrower in recovery proceedings) to the Borrower Facility account, unless separately reimbursed to ABFL by the Borrower. Such amounts shall form part of the Facility sanctioned.
- b. It is understood, by the Borrower that for default in repayment of principal as it may fall due as per Facility Terms, additional default/penal fee as mentioned hereinabove are applicable on principal amount from the day of default for the period the amount is in default.
- c. Without prejudice to any other term of this Facility Terms, the Parties expressly agree that any payment made by the Borrower to ABFL via OFS under this Facility Terms shall be appropriated

by ABFL in the following order (i) Principal amount of the Facility sanctioned (ii) Late Payment Fees

### **23. OTHER CONDITIONS**

- a. ABFL shall, at its discretion, obtain a confidential credit report on the Borrower from its other lenders.
- b. Our obligation to make disbursements out of the Facility sanctioned shall be subject to the Borrower complying with all the conditions to the satisfaction of ABFL. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL.
- c. The Facility shall be utilised for the purpose for which it is sanctioned and it should not be utilised for –
  - Subscription to or purchase of shares/debentures
  - Extending loans to subsidiary companies/associates or for making inter-corporate deposits.
  - Any speculative purposes.
- d. The Borrower should not pay any consideration by way of commission, brokerage, fees or in any other form to guarantors directly or indirectly.
- e. The Borrower shall be deemed to have given their express consent to ABFL to disclose the information and data furnished by them to ABFL and also those regarding the Facility enjoyed by the Borrower, conduct of accounts to the Credit Information Companies in India or Reserve Bank of India (RBI) or any other agencies specified by RBI who are authorised to seek and publish information.

### **24. EVENT OF DEFAULT**

ABFL may by a written notice to the Borrower, declare all sums outstanding under the Facility (including the principal, charges, and expenses) to become due and payable forthwith and enforce the security (if applicable) in relation to the Facility upon the occurrence (in the sole decision of ABFL) of any one or more of the following:

- (i) The Borrower fails to pay to ABFL via OFS Platform any amount when due and payable under this Facility Terms.
- (ii) The Borrower fails to pay to any person other than ABFL any amount when due and payable or any person other than ABFL demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (iii) The Borrower defaults in performing any of its/his/her obligations under this Facility Terms or breaches any of the terms or conditions of this Facility Terms;
- (iv) Any of the information provided by the Borrower to avail the Facility or any of its/his/her Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (v) Any person other than ABFL commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency or initiating criminal proceedings against the Borrower;
- (vi) Any default by the Borrower under this or any other agreement or other writing between the Borrower(s), OFS and ABFL.

### **25. FORCE MAJEURE**

ABFL shall not be held liable for any delay of or failure to comply with any of the terms of this Facility Terms, nor shall any such delay or failure be deemed a default when such delay or failure has been caused primarily by any circumstances beyond the reasonable control and without the fault of ABFL



affected, including but not limited to fire, war, insurrection, government restrictions, act of terrorism, computer system failure or act of God or such other event which is beyond the control of ABFL (“Force Majeure Event”), provided that such affected Party uses due diligence to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Facility Terms.

## **26. Indemnification**

- (a) We shall not be responsible or liable for any loss or damage, howsoever caused or suffered by You arising out of the use of the Facility offered by Us or due to Our failure to provide the Facility to You for any reason whatsoever including but not limited to Your non-compliance with the Facility Terms, Your lack of eligibility under these Facility Terms, partial or total failure of any network terminal, data processing system, computer telecom transmission or telecommunications system or other circumstances whether or not beyond Our control or the control of any person or any organization involved in the above mentioned systems.
- (b) OFS will not be liable for damages of any kind arising from the use of the Facility offered by ABFL including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- (c) OFS shall not be liable for any content on the OFS Platform that You may find indecent, offensive or objectionable. You shall use the Facility at Your own risk.
- (d) OFS shall not be liable for any conduct of ABFL.
- (e) You agree to indemnify and keep ABFL and OFS, its affiliates and licensors against all costs, expenses, damages, losses and liabilities incurred or suffered by ABFL or OFS or its affiliated companies and licensors related to any content posted or transmitted by You during the use of the Facility or the OFS Platform.

## **27. Conflict**

In the event of any contradiction or inconsistency between these Facility Terms and any other terms of use or privacy policy of ABFL, these Facility Terms shall prevail unless the exception has been expressly agreed to in writing.

## **28. Disclaimer**

OFS and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Facility and the Products, or Your reliance upon the Facility or the information contained on the OFS Platform and the Merchant Platform (whether arising from OFS or any other person's negligence or otherwise).

## **29. Governing law and dispute resolution**

- (a) These Facility Terms shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The Courts of Bangalore shall have exclusive jurisdiction over any dispute arising from or relating to these Facility Terms and/or in relation to the Facility.
- (b) You expressly consent to the jurisdiction of said Courts and waive any objection to such personal jurisdiction based on forum inconvenience or any other basis.

**30.** OFS and/or ABFL will share the repayment schedule of the line with the borrower and the borrower agrees to abide/agree to it.

**31.** Charges and fees like late payment fee, Due Date extension interest will continue to be the same as covered above and communicated from time to time.

**32.** Any Processing fees, if applicable, will be communicated to the borrower at the time of term loan creation.