

FACILITY TERMS

"IDFC" or "Us"	"Borrower" or "You"
<p>IDFC FIRST BANK LIMITED CIN: L65110TN2014PLC097792 Registered Office Address KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031</p> <p>Corporate Office Address Naman Chambers, C-32, G- Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051</p>	

Type of loan	Personal Loan
Facility Sanctioned	Upto Rs. 30,000/- (Rupees Thirty 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 IDFC at least 40 days prior to limit expiry
Interest Rate	xx% P.A (xx percent per annum)
Monthly payment	For BNPL- Any interest applicable on the loan during the validity period, will be borne by OLA Financial Services Private Limited (OFS) and customer will be liable to payback only principal by due date For EMI based tranches, all the interest and principal applicable on loan during the tenure of this facility will be borne by borrower

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 in relation to such Facility.

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, Partner, 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/ Partner/ 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. Eligibility:

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

- (i) You are 18 (eighteen) years of age or above;
- (ii) You are competent to enter into a contract under the Applicable Law;
- (iii) You are a resident of India;
- (iv) You satisfy our eligibility criteria after completing, 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”).
- (v) It is hereby clarified that until KYC Checks is completed by us, You will not be onboarded by IDFC. You will become a customer of OlaMoney Postpaid Plus and IDFC only after appropriate KYC checks

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 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’s 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, it is required from 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 our agents or third party service provider, and in this regard We have authorized OFS as its third party service providers) 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, We 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/Services, 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. It is hereby clarified that IDFC sanctions a certain facility limit to You, namely INR 30,000. However, the limit available for use by You, may vary basis various factors such as your credit assessment, loan application etc. IDFC and OFS shall increase or decrease the limit available to You, from time to time, depending on these factors.
- 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 by walking into your nearest IDFC branch and submitting the correct and accurate information.
- 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.
- m. We retain the right to renew/not renew the Facility to You as We deem appropriate and that decision of IDFC would be final and abiding on borrower.

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:

- a. All issues, opinions, suggestions, questions and feedback while availing the Facility may be communicated to directly with OFS at support@olamoney.com. In case, OFS is not able to resolve then you can reach out to IDFC on toll free number for loan queries- 1860 500 9900 (Working hours- 9:30 am to 6.00 pm all working days except 2nd and 4th Saturday and Bank Holidays). You can also go to IDFC's customer service section on website <https://www.idfcfirstbank.com/IDFC-FIRST-Bank-Customer-Care.html> for more options in order to contact IDFC.
 - b. 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 IDFC) until the available Facility is utilised. Any interest applicable on the utilized principal during the validity period of the principal, will be borne as specified in facility detail table. Borrower will be responsible to pay the total outstanding by the due date.
9. Upon the representation and information provided by the Borrower in the application for the loan made to the IDFC, the IDFC hereby agrees to lend to the Borrower the Facility for the purpose hereinabove.
10. IDFC 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 IDFC 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. IDFC shall be entitled at its discretion to engage/avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/ agency, for anything required to be done for/in relation to/pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/assets, and any necessary or incidental lawful acts /deeds/matters and things connected thereto, as the Bank may deem fit.
11. The Borrower shall repay the dues on or before due date in accordance with the Repayment Schedule. In case of delay in repayment by due date, late payment fee (LPF/LPP/overdue charges or

by whatever name it is called) will be applicable as specified in these Facility Terms. GST will be applicable on the LPF and IDFC 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 IDFC and/or payment of any outstanding 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 IDFC to the Borrower.

12. The Borrower is fully cognizant that dishonor 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 outstanding amount against the Facility availed on or before the due date, IDFC will report his/her DPD (Days Past Due) to the bureau.
15. Subject to clause 6 (f) above, IDFC 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 IDFC 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 IDFC shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate issued by the IDFC stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the IDFC's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.
17. The Borrower hereby agrees and confirms that he/she/it shall not hold IDFC liable for any consequences arising out of or in relation thereto arising out of documents submitted by the Borrower at time of loan application
18. IDFC 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 this Facility Terms or any other document pursuant hereto to any person on these Facility Terms in its sole discretion, by giving reasonable notice to the Borrower. The Borrower hereby specifically consents to IDFC the right to sell or transfer. The Borrower shall not transfer or assign his/her rights under the Facility Terms.
19. Where applicable or if applicable to the Borrower, Borrower hereby agrees and confirm that the borrower has submitted/provided consent on a valid OVD (Officially valid document) 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.
20. The Borrower(s) hereby authorizes IDFC 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 OFS, 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 IDFC to appraise/ access the Borrower(s) from time to time in relation to such facility/ies. Borrower hereby gives consent to IDFC 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 the Borrower(s) 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 abovementioned 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 IDFC. The borrower hereby also authorizes IDFC to contact borrower via Email, SMS, Calls etc. for various offer, promotion, new financial products from time to time.

21. IDFC will limit the collection and use of customer information only on a need-to-know basis to deliver better service to the Borrower(s). IDFC may use and share the information provided by the Borrower(s) with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services and notifying or contacting the Borrower(s) regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower(s) information to one or more agents and contractors of IDFC and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from IDFC only for these purposes. The Borrower(s) authorizes IDFC to exchange, share, part with all information related to the details and transaction history of the Borrower(s) to its Affiliates/ other banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold IDFC liable for use or disclosure of this information also the Borrower(s) consent to receive information about new products, offers, promotions, receive communications, notices, and other information from IDFC and its agents/service providers/partners etc.(whether through SMS, emails, phone call, automated phone calls or by any other means . IDFC values Borrower(s) relationship and will at all times strive to ensure the privacy of the Borrower(s).
22. OFS and/or IDFC will share the repayment schedule with the borrower and the borrower agrees to abide/agree to it.
23. Charges and fees like late payment fee will continue to be the same as covered above and communicated from time to time.
24. Any Processing fees, if applicable, will be communicated to the borrower at the time of loan creation/availing of tranches.
25. IDFC will be reporting this loan to credit bureau with sanctioned amount as setup in IDFC system and total utilization as outstanding. The nature of loan to be reported will be decided by IDFC (as deemed

fit) and borrower have to abide by that.

26. Borrower's Representations, Warranties, Covenants and Undertakings:

With a view to induce IDFC to sanction the Facility to You, You, hereby represent/warrant to/ covenant/ undertake with IDFC that You:

- a. Have given complete and correct/valid information and details in the application form about Yourself.
- b. Have no pending claims, demands, litigation or proceedings against You before any court or authority (public or private);
- c. Shall ensure that the purpose for the Facility advanced by IDFC is fulfilled in all respects and produced to IDFC, the necessary documents, as may be required by IDFC from time to time;
- d. Shall promptly and without requiring any notice or reminder from IDFC, repay the Facility in accordance with the terms mentioned herein;
- e. Are a citizen of India, resident in India;
- f. 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;
- g. The Borrower hereby undertakes to keep the IDFC informed of any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address by visiting the nearest IDFC branch. The Borrower authorizes to update the contact information change on OFS app and hereby authorizes the IDFC to contact the Borrower at the updated contact details, by post, phone, e-mail, SMS/text messaging.
- h. The Borrower agrees and undertakes not to and warrants and represents to the IDFC that the Borrower shall not, utilize the Facility for any antisocial, unlawful, or speculative purposes and/or capital market.
- i. The Borrower agrees that the IDFC 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 IDFC. All writings from the Borrower to the IDFC must be received from the Borrower at the address specified in the application for availing the Facility.
- j. The Borrower agrees that he/she will not be utilizing the funds for buying gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of Gold Exchange Traded Funds (ETF) and units of gold Mutual Funds.

27. Interest & Apportionment of Payment:

- a. IDFC 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 IDFC in recovery proceedings) to the Borrower Facility account, unless

separately reimbursed to IDFC 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 outstanding as it may fall due as per Facility Terms, additional default/penal fee as mentioned hereinabove are applicable on outstanding 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 IDFC via OFS under this Facility Terms shall be appropriated by IDFC in manner as per approved logic.

28. Other Conditions:

- a. IDFC shall, at its discretion, obtain a confidential credit report on the Borrower from its other lenders, including the credit bureau.
- 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 IDFC. The Borrower shall complete all documentation as stipulated, to the satisfaction of IDFC.
- 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.
 - Buying Gold items
 - 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 IDFC to disclose the information and data furnished by them to IDFC and also those regarding the Facility enjoyed by the Borrower, conduct of accounts to OFS, the Credit Information Companies in India (as deemed fit by IDFC at their discretion) or Reserve Bank of India (RBI) or any other agencies specified by RBI who are authorised to seek and publish information.

29. Event of Default:

IDFC shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower. IDFC may by an intimation (Physically/electronically via email, sms, etc/via Call) to the Borrower declare all sums outstanding under the Facility (including the principal, interest, 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 IDFC) of any one or more of the following:

- (i) The Borrower fails to pay to IDFC via OFS Platform any amount when due and payable under this Facility Terms.
- (ii) The Borrower fails to pay to any person other than IDFC any amount when due and payable or any person other than IDFC 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 IDFC 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 IDFC.
- (vii) Borrower fails to comply with any of the conditions mentioned in this document/regulation as per Reserve Bank India (RBI)

30. Force Majeure:

IDFC and OFS 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 IDFC and OFS 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 IDFC and OFS ("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.

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, explosion, earthquakes, epidemics, diseases, accidents, fires, wars, riots, strikes, lockouts, orders of governmental or other statutory authorities, national emergency, terrorist attacks or any other similar causes.

31. Indemnification:

- a. IDFC and OFS 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. IDFC and OFS will not be liable for damages of any kind arising from the use of the Facility offered by IDFC 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 to You for any undue conduct of IDFC and IDFC shall not liable for any undue conduct of OFS.

- e. You agree to indemnify and keep IDFC and OFS, its Affiliates and licensors against all costs, claims, expenses, damages, losses and liabilities incurred or suffered by IDFC 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.

32. Conflict:

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

33. Disclaimer:

IDFC and 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).

34. 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 Mumbai 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.

35. Governing Law and Jurisdiction:

- a. The terms and conditions in this document shall be governed by and interpreted in accordance with the laws of India.
 - b. The Parties hereto unconditionally submit to the exclusive jurisdiction of the courts and tribunals in place in India where the branch of the Lender disbursing the Loan is situated, for the determination of any matters arising out of or under this Agreement. Provided that nothing stated herein shall (and/or shall be construed so as to) limit the right of the Lender to initiate proceedings against the Borrower in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Lender preclude the taking of the proceedings by the Lender in any other jurisdiction (whether concurrently or not).
 - c. IDFC is entitled to effect personal service on the Borrower of any writ, summons or other process or document by leaving it at or sending it by ordinary post to the Borrower's mailing address specified in this Agreement. The Borrower agrees that such process is deemed validly served on the Borrower immediately, if so left, or on the day immediately following the date of delivery, if sent by post and that the Borrower is/shall be deemed to have sufficient notice of such process.
- 36.** Electronic communications shall be deemed to have been received by borrower when we send the electronic communication to the email address / mobile number / details provided by borrower or any other third party. Borrower undertakes that he will not hold Bank or Banks business partners/ service providers/ authorized third parties responsible for any such communications received from Bank/ its business partners/ service providers/ authorized third parties, nor will any such

communication amount to spam, unsolicited communication or a violation of borrower(s) registration on the national do not call registry.