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Vinayana Investment and Finance Ltd.

Terms & Conditions

1. GENERAL

This Agreement is a contract between you and VIFL and applies to your use of the VIFL Services (the "Services"). By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement. You agree that any use by you of the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.paymeindia.in website and the mobile application (hereinafter referred to as "Website", or "App", or "Mobile App" or "Platform"). Please read this Agreement carefully and make sure that you understand it fully before using the Services.

2. ELIGIBILITY

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the VIFL website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. VIFL serves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to VIFL's notice or if it is discovered that you are under the age of 18 years.

3. PRIVACY

Any personal information submitted in connection with your use of the Offerings or the Site is subject to Our Privacy Policy, located at <https://vinayanafininvest.co.in>.

4. REGISTRATION

To use VIFL Services and access certain portions of the Website, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, service, and management of your account. You are solely responsible for maintaining the confidentiality of your account, username, and password and for all activities associated with or occurring under your Account. You represent and warrant that your Account information will be accurate at all times. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website. You must notify us (a) immediately of any unauthorized use of your account and any other breach of security, and (b) ensure



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that you exit from your account at the end of each use of the Offerings. We cannot and will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your account, either with or without your knowledge, prior to your notifying us of unauthorized access to your account. You may not transfer your account to any other person and you may not use anyone else account at any time without the permission of the account holder.

5. COMMUNICATIONS

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise

6. TRANSACTION AND COMMUNICATION PLATFORM

- a. The Website is a platform that Users utilize to meet and interact with one another or with third party Vendor(s) for their transactions including services of granting, sanctioning, lending of short-term loans, through our NBFC Partners.
- b. VIFL is not and cannot be a party to or control in any manner any transaction between the Website's Users.
- c. All commercial/contractual terms are offered by and agreed to between Customers and NBFC alone.
- d. VIFL does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Customers and NBFC.
- e. VIFL is not responsible for any non-performance or breach of any contract entered into between Customers and NBFC. VIFL cannot and does not guarantee that the concerned Customers and NBFC will perform any transaction concluded on the Website.
- f. VIFL, through the Services, may allow the Customers to apply for the Loan, subject to the fulfilment of the eligibility criteria laid down by VIFL. You understand that VIFL and / or the NBFC may collect, authenticate, track your location, verify and confirm the User Data, documents and details as may be required to sanction the Loan.
- g. In order to avail the Services, you are required to register with VIFL by logging in through your Third Party Platforms (“User Account”). During the Application process, you shall be required to share and upload the User Data on the Website or the Mobile Application Form. User Data shall include personal information including but not limited to your name, e-mail address, gender, date of birth, mobile number, passwords, photograph, mobile phone information including contact numbers, SMS, call logs and browsing history, data and login-in credentials of Third Party Platforms, financial information such as bank documents, salary slips, bank statements, PAN card, bank account no., data from Credit Information Companies, data required for Know Your Customer compliances, requirement and other relevant details (“Personal Information”). You agree that the Personal Information shall always be accurate, correct and complete. As part of the Services, you authorize us to import your details and



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Personal Information dispersed over Third Party Platforms. You understand and acknowledge that we may periodically request for updates on such Personal Information and we may receive such updated information from Third Party Platforms.

- h. All transactions undertaken on your behalf by VIFL will be on the basis of your express instructions/consent and will be strictly on a non-discretionary basis. You also authorise VIFL to get your credit information report from one or more Credit Information Companies as decided by the Company from time to time. Once you verify and upload the User Data and/or other documents and details on our platform, we shall process the same. Upon the completion of the document verification by us, the Loan may be sanctioned by NBFC to you, subject to fitting eligibility criteria and other conditions set forth by NBFC for sanctioning the Loan. Thereafter, you are required to fill and upload the ECS/NACH mandate form/Cheque or any other document as may be required by NBFC. VIFL may collect the physical documents including signatures on those documents required for sanctioning and processing the Loan. Upon the collection of documents by VIFL, NBFC shall disburse the Loan subject to the terms and conditions of the Loan Agreement.
- i. You fully understand and agree that the sanctioned Loan shall be disbursed as per the mode provided in the platform. You are required to repay the Outstanding Amount(s) to NBFC, on the respective due date(s) mentioned in the platform.
- j. You understand and acknowledge that VIFL reserves the right to track your location (“Track”) during the provision of Services, and also in the event that you stop, cease, discontinue to use or avail the Services, through deletion or uninstallation of Mobile App or otherwise, till the event that your obligations to pay the Outstanding Amount(s) to NBFC exist. Deletion, uninstallation, discontinuation of our Services, shall not release you from the responsibility, obligation and liability to repay the Outstanding Amount(s).
- k. You understand and acknowledge that you shall be solely responsible for all the activities that occur under your User Account while availing the Services. You undertake that VIFL shall not be responsible and liable for any claims, damages, disputes arising out of use or misuse of the Services. By usage of the Services, you shall be solely responsible for maintaining the confidentiality of the User Account and for all other related activities under your User Account. VIFL reserves the right to accept or reject your registration for the Services without obligation of explanation.
- l. You understand and acknowledge that, you are solely responsible for the capability of the electronic devices and the internet connection, you chose to run the Platform. The Platform's operation or the Services on your electronic device is subject to availability of hardware, software specifications, internet connection and other features and specifications, required from time to time.
- m. The User Data provided during the registration is stored by us for your convenience. You are not required to log-in to your User Account, every time, to use or access the Platform. You understand and acknowledge that by accepting these Terms, you authorize us to Track, fetch and use the User Data, including but not limited to your Personal Information, for the purpose of authentication and any updates with regards to your credentials.



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- n. VIFL does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.
- o. At no time shall VIFL hold any right, title or interest over the products nor shall VIFL have any obligations or liabilities in respect of such contract entered into between Customers and NBFC.
- p. You release and indemnify VIFL and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law.

7. INDEMNITY AND DISCLAIMER OF WARRANTY

- a. You shall indemnify and hold harmless VIFL, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.
- b. The Website and all content and services provided on the Website are provided on an "as is" and "as available" basis. VIFL expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.
- c. VIFL makes no warranty, and expressly disclaims any obligation, that:
 - 1. the content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances;
 - 2. The Website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis;
 - 3. the results that may be obtained from the use of the Website or any services offered through the website will be accurate or reliable; or
 - 4. the quality of any products, services, information, or other material obtained by you through the website will meet your expectations.

8. INTELLECTUAL PROPERTY RIGHTS

- a. This platform is controlled and operated by VIFL and all material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights.
- b. Material on Website and App is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so.



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- c. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

9. INTELLECTUAL PROPERTY AND TRADEMARK INFRINGEMENT COMPLAINTS

VIFL respects the intellectual property of others. In case You feel that Your Trademark or Intellectual Property Rights have been infringed, you can write to us at info@vinayanafinance.com .

10. DESCRIPTION

VIFL does not warrant that Product and / or Services description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

11. LIMITATION OF LIABILITY

- a. In no event shall VIFL be liable for any special, incidental, indirect or consequential damages of any kind in connection with these terms of use, even if user has been informed in advance of the possibility of such damages.
- b. VIFL (including its officers, directors, employees, representatives, affiliates, and providers) will not be responsible or liable for
 1. 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 (i) Any failure or delay (including without limitation the use of or inability to use any component of the Website), or (ii) Any use of the Website or content, or (iii) The performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or
 2. Any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website.
- c. The website may provide links to other third party websites. However since VIFL has no control over such third party websites, you acknowledge and agree that VIFL is not responsible for the availability of such third party websites, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such third party websites. You further acknowledge and agree that VIFL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites.



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12. DISCLAIMER

- a. The User acknowledges and confirms that he/she is well aware of the rules & regulations and the risks involved in services offered by VIFL. Changes are periodically added to the information herein.
- b. VIFL may make improvements and/or changes on this web site at any time. We will not be responsible for any data accessed / mis-utilized by unauthorized use of VIFL website by third party due to user's neglect or due to allowing access to personal data to third party intentionally or unintentionally.
- c. VIFL will not be involved in any financial handling. The user hereby agrees not to raise any claim or dispute against VIFL and its directors, officers, employees or agents against any breach of law which is done by user or money changers which is beyond the control of VIFL.
- d. No legal right is there to any member or user of VIFL to raise dispute against VIFL. VIFL shall have the absolute discretion to amend or supplement any of the Terms at any time. We may communicate the amended terms by hosting the same on the Website or in any other manner as decided by VIFL. The user shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website.

13. LINKS TO OTHER SITES

Our Website links to other websites that may collect personally identifiable information about you. VIFL is not responsible for the privacy practices or the content of those linked websites.

14. APPLICABLE LAW AND JURISDICTION

These Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Delhi.

15. INDIA ONLY

Unless otherwise specified, the material on the Website or App is presented solely for the purpose of sale in India. VIFL make no representation that materials in the platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access this platform from other locations/Countries other than India do so on their own initiative and VIFL is not responsible for services or supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

16. PLATFORM USE

You agree, undertake and confirm that Your use of platform shall be strictly governed by the following binding principles:

- a. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - I. Belongs to another person and to which You does not have any right to.
 - II. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically



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objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or,

- III. Unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- IV. Is misleading in any way;
- V. Is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- VI. Harasses or advocates harassment of another person;
- VII. Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- VIII. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- IX. Infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- X. Promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- XI. Contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- XII. Provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- XIII. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult).
- XIV. Tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- XV. Engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, VIFL



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prior written consent means a communication coming from VIFL Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

- XVI. Solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
 - XVII. Interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
 - XXVIII. Refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
 - XIX. Harm minors in any way;
 - XX. Infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
 - XXI. Violates any law for the time being in force;
 - XXII. Deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - XXIII. Impersonate another person;
 - XXIV. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or,
 - XXV. Contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - XXVI. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
 - XXVII. Shall not be false, inaccurate or misleading;
 - XXVIII. Shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 - XXIX. Shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access,



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acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

- c. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
- d. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- e. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms VIFL, or otherwise engage in any conduct or action that might tarnish the image or reputation, of VIFL or Vendors on platform or otherwise tarnish or dilute any VIFL trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or VIFL 's systems or networks, or any systems or networks connected to VIFL.
- f. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- g. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- h. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of VIFL and / or others.
- i. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations and International Laws, Business Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products



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or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law s or regulations for the time being in force.

- j. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website. You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but has no obligation, to monitor the materials posted on the Website. VIFL shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use.
- k. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect VIFL views. In no event shall VIFL assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
- l. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for



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any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

- m. This owner (t/a VIFL) of this site on boards/ empanel/ associate with multiple NBFC(s) in order to offer innovative and consumer friendly products. The loans can be disbursed by either of the NBFC(s). The name of the NBFC (termed as lender) is dynamically mentioned in sanction letter which is shared to every individual borrower, once the credit limit has been assigned.
- n. It is possible those other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. VIFL does not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

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