

TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS ("GT&C") FOR ACCESSING DBFS'S ONLINE PLATFORM

1. By accessing, browsing the DBFS' online platform on your device, you consent, agree and convey your acceptance of the following Terms and Conditions provided for herein which shall constitute an agreement between the Customer and **DBFS (DBFS Finance & Leasing (India) Limited / DBFS Securities Limited)**.
2. Any changes to these GT&C will be binding on the Customer. If any of these GT&C conflict with any other document/electronic record in this behalf, these GT&C shall prevail, until further changes/modifications are notified by DBFS.
3. These preceding GT&C with Privacy Policy shall apply in conjunction to the Customer (defined hereunder)("GT&C").
4. The use of the features available on DBFS' online platform is subject to your compliance with the GT&C set forth below.
5. The GT&C and Conditions will govern any upgrades, updates, modifications, or enhancements to DBFS' online platform.

DEFINITIONS

1. **"Applicable Law(s)"** shall mean all applicable / prevailing Central, State and Local laws, Statute, Regulations, Orders, Guidelines and /or Directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law including but not limited to regulations / guidelines in relation to Non-Banking Financial Companies issued from time to time by Reserve Bank of India.
2. **"Customer"** shall mean an existing, valid, and active DBFS Customers who has accessed DBFS's online platform for use and/or a user/guest who has visited DBFS's online platform. By accessing and browsing DBFS's online platform, the Customer will be deemed to have accepted the following GT&C and Conditions in their entirety. The term "I" wherever referred in the terms shall mean **"Customer"**.
3. **"Content"** shall mean and include but shall not be limited to information, communications, images and/or sounds contained in or available through DBFS's online platform) is provided by DBFS, its affiliates, independent content providers and third parties. DBFS reserves all the intellectual rights contained and connected with this Content displayed on DBFS's online platform. The contents of DBFS's online platform journey cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted, or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of DBFS.

CUSTOMER CONSENT

1. By accessing, browsing, completing the sign-up process, submitting Customer's one-time electronic acceptance/ confirmation/ authentication through registered mobile phone Customer confirms that he/she has expressly read, understood and accepted the GT&C of the online platform. Acceptance to the GT&C is generated and preserved as electronic record under Information Technology Act, 2000, (together with its amendments, and rules made thereunder and other prevailing law(s)/ regulations and will be binding on the Customer.
2. Customer hereby agrees, consents, and expressly authorises DBFS/ its representatives / agents / its group companies / affiliates to send communications, notices regarding completion of on-boarding process, loans, and other products from DBFS, its group companies and / or third parties that have partnered with DBFS, through telephone calls / SMSs /emails/notifications / post /bitly / WhatsApp / bots etc. including but not limited to any promotional communications / messages.

ELIGIBILITY

By completing the sign-up process or registration process for availing DBFS's online platform services Customer hereby represent and warrant that, Customer(s):

1. have completed the age of 18 years and attained the age of majority.

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2. are duly authorised either in individual capacity or under the capacity of being an authorised signatory of an entity;
3. can understand, read, and access the world wide web/ internet in English language,
4. have read, understood, and agree to be bound by these GT&C.

INTELLECTUAL PROPERTY RIGHTS

1. DBFS's online platform and all copyrights, patents, trademarks, trade secrets, domain names and other intellectual property rights including but not limited to DBFS trademarks, service marks, logos and taglines are, and shall remain, the property of DBFS alone.
2. DBFS grants the Customer access and right to use only, a revocable, non-exclusive, non-transferable, limited right to browse and access DBFS's online platform on a mobile phone strictly in accordance with the GT&C and it does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in DBFS's online platform.
3. Any unauthorized use of DBFS's online platform shall trigger breach of these GT&C and would result in legal action being initiated by DBFS against the Customer under the prevailing Applicable Laws.
4. **Customer's Content.** Customer assigns all rights, title, and interest in any Customer feedback/ Customer activity. Customer agrees to grant DBFS an non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify such feedback without restriction and unconditional permission to use, store, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute such Customer content/feedback.

The permission so granted by Customer in favour of DBFS is for the purpose of operating, promoting, and improving DBFS's online platform, offered by itself and/or through any of its group companies, subsidiaries, affiliates, service providers, agents, and to develop new features and services.

OBLIGATIONS WHEN USING DBFS'S ONLINE SERVICES

The Customer agrees NOT to use DBFS's Online platform:

1. (i) for making any fraudulent transactions, and (ii) for purposes that are unlawful, illegal, or forbidden by these GT&C or under any Applicable Laws.
2. The offer given by DBFS's online platform to the Customer is not final and DBFS may, at its sole discretion, at any time and without prior notice or liability, impose additional requirements and restrictions or suspend, terminate the offer.
3. The Customer shall be solely responsible for maintaining the confidentiality and security of the details such as password, PIN, OTP, login details etc ("**Credentials**") and activities that occur in or using the Credentials. Further, DBFS shall not be liable for any loss /damage caused to the Customer, in any manner whatsoever, arising out of/in relation to, misuse of the Customer Credentials, with or without Customer's knowledge.
4. Customer agrees to not disclose the passwords to any third-party and further notify DBFS immediately upon becoming aware of any breach of security or unauthorised use its passwords.
5. The Customer further agree NOT to:
 1. upload, modify, publish, transmit, update, or share any material or information that:
 - belongs to another person and to which the Customer does not have any right to.
 - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of any other individual's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
 - harm minors in any way.
 - deceive(s) or mislead(s) the addressee/DBFS about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - impersonates another person/entity.

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- contains software viruses, worms, trojans, spyware, adware, software disabling codes, other malicious or intrusive software, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource or any spyware.
 - 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 cognisable offence or prevents investigation of any offence or is insulting any other nation.
 - infringes the intellectual property rights, legal rights, or interests of any third party; (i) adversely interferes with the working of DBFS's online platform or any parts thereof, and or modifies or disables any of the functionality and/or the settings of the online platform, including without limitation any security measures deployed on DBFS's online platform.
6. To violate any code of conduct or other guidelines, which may be applicable for or to any portion of DBFS's online platform.
 7. To violate any Applicable Laws for the time being in force in connection with Customer's access or use of DBFS's online platform.
 8. To attempt to gain unauthorized access to any portion or feature of DBFS's online platform, or any other systems or networks connected to the online platform or to any server or to any of the services offered on or through DBFS's online platform by hacking, password "mining" or any other illegitimate means.
 9. To reproduce, duplicate, copy, sell, resell, or exploit any portion or feature of DBFS's online platform, in any manner whatsoever.
 10. To probe, scan or test the vulnerability of DBFS's online platform or any network connected to the DBFS's online platform or breach the security or authentication measures on the DBFS's online platform, or any network connected to DBFS's online platform.
 11. To decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the online platform.
 12. To make any modification, adaptation, improvement, enhancement, translation or derivative work from DBFS's online platform.
 13. To remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of DBFS or its affiliates;
 14. To use the DBFS's online platform for any other purpose for which it is not designed or intended.
 15. These provisions shall survive the termination of these GT&C for all the times.
 16. Placeholder for Non gradation of interest rate -

CUSTOMER INFORMATION

1. Customer is required to provide his/her basic Customer information. In order to serve the Customer better DBFS shall procure such information as stated under the Privacy Policy.
2. **Access to personal details:** Customer hereby consents to DBFS to share the personal details of the Customer including the instalment amount of the loan to enable DBFS to facilitate a payment gateway through which the customer shall have an option to pay the instalments.
3. **Third Party Disclosure:** Notwithstanding the foregoing, the Customer's agrees and consents to provide its personally identifiable information and financial information for disclosure to any third party for the purpose of optimizing the loan and also any public authority acting under the mandate of law.
4. **Security Lapses:** DBFS shall not be held liable for any security lapses that occur beyond its reasonable control and in case Customer information are in public then the same would be treated as being non-confidential and non-proprietary.
5. **Discrepancies in the information/documentation:** The Customer agrees to provide true, accurate and complete information and agrees not to submit particulars that are incorrect or that he/ she does not have the right or authority to submit. The collection, verification, audit and maintenance of correct and updated information is a continuous process and DBFS reserves the right, at any time, to take steps necessary to ensure compliance with Applicable Law / regulation. DBFS reserves the right to discontinue services / reject applications for availing any / all DBFS services at any time if there are discrepancies in information and / or documentation provided by the Customer at the time of registration or otherwise.

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6. **Additional Information:** DBFS has the right to call for additional documents/information to the extent as may be required in accordance with Applicable Law.
7. **Unauthorised Disclosure/Misuse of Customer information:**
8. Customer hereby agrees that DBFS has adopted industry standard security procedures to carry out Customer verification through one-time electronic acceptance/confirmation / authentication through a registered mobile phone number submitted to DBFS, in conjunction with the password for signing into the DBFS's online platform and / or the passcode set by Customer for undertaking any transactions and / or any other procedure as informed by DBFS, from time to time.
9. Customer hereby conveys full comprehension of and acceptance to the abovementioned security procedures followed by DBFS and further agrees and understands that any unauthorized disclosure, access, breach and/or use of the same can put the security of the Customer at risk.
10. DBFS shall not be responsible for any misuse of Customer's Credentials or unauthorized use by any third party. DBFS expressly disclaims any and all liability, howsoever, arising out of the misuse of Customer Credentials.

TERMINATION/ SUSPENSION OF DBFS ONLINE SERVICES

DBFS may, in its sole and absolute discretion, at any time and for any or no reason or for reasons mentioned below, suspend or temporarily or permanently suspend or freeze or block access or terminate DBFS's online platform and the rights afforded to Customer hereunder with or without prior notice.

Access to the online platform may be suspended without notice if DBFS has reason to believe that there is suspicious or unusual activity being carried out by Customer or if DBFS is of the view and/or suspects any omission and / or commission including but not limited to any malicious attack / fraud / mischief / impersonation / phishing / hacking / unauthorized access etc., for such period as it may be deemed fit until it has received to its satisfaction the necessary clarifications as sought from the Customer. Customer shall forthwith furnish all clarifications / information sought by DBFS.

Upon the termination/closure of the loan, Customer shall cease all use of the online platform.

DISCLAIMER

Customer acknowledges and agrees that DBFS's online platform (including, without limitation any third-party sites or services linked to the online services) is provided on an as is where is basis, and that Customer's use of or reliance upon the online platform accessed thereby is at Customer's sole risk and discretion. DBFS and its affiliates hereby disclaim any and all representations, warranties and guaranties regarding the DBFS's online platform, whether express, implied or statutory, and including, without limitation warranties expressly agreed herein, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Furthermore, DBFS and its affiliates, and licensors make no warranty that.

1. DBFS's online platform will meet Customer's requirements.
2. DBFS's online platform will be uninterrupted, accurate, reliable, timely, secure or error-free; or
3. any errors in DBFS's online platform will be corrected.
4. No advice or information, whether oral or written, obtained by Customer from DBFS or from DBFS's online platform shall create any representation, warranty or guarantee.

DBFS will not be liable for any virus that may remotely enter the Customer's device as a result of the Customer using DBFS's online platform.

No Onus on DBFS for error free Content: DBFS will use its reasonable endeavours to maintain the DBFS online platform in a fully operating condition. It is not responsible for the results of any defects that exist in the online platform. Customer should not assume that online platform or its content is error free or that it will be suitable for the particular purposes that Customer has in mind when using it. DBFS reserves the right to make subsequent changes to it, and services may be modified, supplemented, or withdrawn.

DBFS PARTNERS & THIRD PARTIES

Customer agrees that DBFS may, at its discretion, engage the services of its group company (ies), subsidiaries, vendors / service providers /business associates / partners / Affiliates, authorised persons ("AP") direct sales agent ("DSA"), direct marketing agent ("DMA"), recovery / collection agents ("RA"), Independent Financial Agents ("IFA") (hereinafter collectively referred to as "DBFS Partners") for providing services and / or obtaining or verifying any

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information in relation to Customer/ Customer assets, and any necessary or incidental lawful acts / deeds / matters and things connected thereto, as DBFS may deem fit.

DBFS shall not be liable for any third-party products or services advertised on the DBFS's online platform. Customer assume all risks arising out of or resulting from Customer's transaction of business over DBFS's portal for online platform and Customer agree that DBFS and its affiliates, and licensors are not responsible or liable for any loss or with any third party.

INDEMNITY

Customer shall indemnify, defend and hold harmless DBFS and its affiliates, and licensors, and each of their respective officers, directors, agents, applicable third parties and employees (the Indemnified Parties) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, reasonable attorney's fees) arising out of or in connection with the following:

1. Customer access to or use of DBFS's online platform, breach of the GT&C, violation of law, negligence or wilful misconduct, violation of the rights of a third party, including the infringement by Customer of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity, failure to be in compliance with Applicable law(s);
2. Any claim raised by any third party, arising out of any damage caused to such party due to Customer's access or usage of DBFS's online platform in any wrongful manner.

Linked Sites: DBFS's online platform may contain links to other web sites (Linked Sites). The access to these Linked Sites through this website shall not mean or deem to mean as if the Linked Sites are under the control of DBFS and DBFS is not responsible for the contents or representation/s of any Linked Sites, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. It is understood herein by the Customer that DBFS is providing these Linked Sites only for convenience purpose, and the inclusion of any link does not imply endorsement by DBFS of the site or any association with its products or services or operators or owners including the legal heirs or assigns thereof. Similarly, DBFS makes no representations or warranties, express or implied, concerning any products, services and/or information found on any Linked Sites websites.

LIMITATION OF LIABILITY

Notwithstanding anything contained in these GT&C for accessing DBFS's online platform or any other document, DBFS, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to Customer or any other person for:

1. any indirect, incidental, special, consequential, punitive, exemplary damages or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use DBFS's products/services and data / content or reliance on those, howsoever caused and regardless of the form of action (including tort or strict liability).
2. Any downtime costs, loss of data, loss of goodwill whether or not the damages were foreseeable.
3. Any loss or damage arising as a result of improper usage or malfunction of device or equipment used to access DBFS's online products/services.
4. DBFS shall not be liable for any inconvenience, loss, cost, damage or injury suffered by Customer or any third party arising from or caused by:
 - act or omission of any third party including but not limited to any software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing.
 - use of the online services by third persons / parties, whether authorised or unauthorised by the Customer.
5. Any duplicate payments or delayed payments, or any penalty / interest / late payment fee levied upon the Customer.
6. Customer's inability to effect or complete any transaction due to system maintenance or breakdown / non-availability of the DBFS's online platform.
7. Customer being deprived of the use of the DBFS's online platform as a consequence of any act or omission by DBFS for compliance with any Applicable Laws and / or regulations and any instructions and / or directions

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given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

8. Any product liability claims.
9. Any claim that the online platform fail to conform to any applicable legal or regulatory requirement;
10. Any claim arising under consumer protection or similar legislation and (iv) any misuse or unauthorized access of Customer's Credentials.
11. Customer acknowledges and agree that DBFS and its affiliates shall have no liability to Customer for any losses suffered resulting from or arising in connection with compatibility or interoperability problems while accessing DBFS's online platform.
12. This Clause shall survive even after the termination of Customer's use of DBFS online platform.

GOVERNING LAW

These GT&C mentioned herein shall be governed by and construed in accordance with the laws of India. Any disputes arising from these GT&C stated herein shall be adjudicated in Kochi.

FEES OR CHARGES

Customer shall be responsible to pay fees / charges that may be applicable to transactions executed through the use of DBFS's online platform and / or any feature thereof, to DBFS or to such third party, as the case may be.

DBFS shall have full right in its sole and absolute discretion to determine nature and quantum of fee / charges that may be applicable to the transactions executed through DBFS's online platform and or any feature thereof. In the event of any change in applicable fee / charges, the same shall be notified to Customer in accordance with the GT&C of the respective product / service being availed by Customer.

Customer shall pay/remittance documentation charges, loan processing fee upfront as stipulated by DBFS before availing the loan and submit all KYC documents, credit information, income and other details and execute all necessary loan Agreements either in digital or physical form and Customer shall be bound by the terms and conditions of the loan agreement.

AMENDMENT TO THE GT&C/ DBFS's ONLINE SERVICES

1. DBFS may modify or amend the GT&C due to change in market conditions or regulations. Customer will be deemed to have agreed to any such modification or amendment by Customer's decision to continue using DBFS's online platform following the date in which the modified or amended GT&C is posted.
2. Customer agrees that DBFS may at its sole discretion, amend any of the services/ facilities provided through online platform, either wholly or partially at any time by giving the Customer notice.
3. The loan offer, if any offered / availed through the online platform of DBFS is not final and DBFS at any time, for any reason and without notice shall cancel the entire loan or undrawn portion of the loan.

RECORDS OF TRANSACTIONS:

The records of transactions while accessing DBFS's online platform shall be deemed conclusive evidence against Customer and the same shall be binding on Customer.

FORCE MAJEURE

DBFS shall not be held responsible for any damage, loss, non-availability of DBFS's online platform or deficiency in provision of the same, which are beyond the control of DBFS, and which are resulting directly or indirectly, for reasons such as, including but not limited to:

- fire, earthquake, any other natural calamity, flood, epidemic.
- strike, lockout, labour unrest.
- riot, civil disturbance, war, civil commotion.
- act of God, act of terrorism, emergency (declared for health or other reasons);
- court order, change in law, or any other circumstance.
- network / server downtime either of its own or procured through third parties, suspension, interruption, malfunctioning of the wireless technology, peripherals, software systems, communication failure, hacking etc.,
- any unauthorized disclosure / breach of personal / sensitive information by the Customer etc

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APPROACH FOR GRADATION OF RISK

The decision to give a loan and the interest rate applicable to each loan account is assessed on a case to case basis, based on multiple parameters such as the type of the asset being financed, borrower profile and repayment capacity, borrower's other financial commitments, past repayment track record if any, the security for the loan as represented by the underlying assets, loan to value ratio, mode of payment, tenure of the loan, geography (location) of the borrower, end use of the asset etc. Such information is collated based on the borrower's inputs and field inspection by the company officials.

The rate of interest is arrived at based on the weighted average cost of funds, administrative costs, risk premium and profit margin.