

# **TERMS AND CONDITIONS**

## **TERMS OF USE**

Please read these Terms and Conditions carefully before using the Website <https://smartcreditfinance.in> (Website). This Website belongs to Smart Credit India Finance Limited (SIFL) and may be used or accessed for informational purposes only. By accessing any part of this Website and/or using the information provided on, or downloading materials from this Website, you agree to be bound by the Terms and Conditions set forth herein. If you do not agree to abide by these Terms and Conditions please do not access / use this Website or download materials from this Website.

SIFL may revise and update these Terms and Conditions from time to time. Your continued usage of the Website is considered as an implied acceptance of the changes and that you agree to abide by these Terms and Conditions for usage of this Website.

## **OBJECTIVE**

Our platform offers a customizable credit facility of Two Wheeler loans, Four Wheeler loans, and Small Commercial Vehicle Loans, subject to applicable laws, government notifications, and regulations. The user can withdraw from the approved credit limit and repay the loan using various payment facilities provided by our service providers.

## **LIMITED LICENSE**

We grant you a non-exclusive, non-transferable, limited right of access to this Website. You are not permitted to archive or retain any information or content herein in any form without our prior written permission. This limited right to access the Website terminates automatically, without notice to you, if you breach any of the Terms and Conditions mentioned herein.

You agree not to use this Website for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of SIFL or otherwise compromise or imperil the interests of SIFL. You acknowledge that the Website has been developed, compiled, prepared, revised,

selected and arranged by SIFL and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of SIFL and such others. You agree to protect the proprietary rights of SIFL and all others having rights in the Website or its content during and after the term of this agreement and to comply with all reasonable written requests made by SIFL or others, to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify SIFL in writing, promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights. You further acknowledge that all the intellectual property in the Website continues to vest with SIFL.

We reserve the right to deny you, at our sole and absolute discretion, access to the Website, including any portion thereof without any prior notice.

### **ELIGIBILITY:**

The most important details in this text are that the user must be competent and eligible to enter into a legally binding agreement and be bound by these T&Cs. They must also represent that they are an Indian national having tax residency in India and are not a tax resident of any other country. The user must also make representations as provided above, qualify under the internal policy(ies) for the same determined solely by us from time to time, and have the right to change, modify, add or remove the provision of the Services at any time without any prior written notice or intimation to the Users. The user also has the right to deny or not allow to open SIFL user accounts if the information provided does not amount to reliable information or appears to be fraudulent. If we discover any deficiency in the information provided by the user, we may add further verification procedures in the future.

### **SERVICE PROVIDERS**

We may employ third-party service providers and individuals due to the following reasons:

1. To facilitate our Service

2. To facilitate payment-related services.
3. To provide the Service on our behalf;
4. To perform Service-related services; or
5. To assist us in analyzing how our Service is used.

You acknowledge that the third-party service providers/agents/agencies may have access to your personal information as necessary to assist us in delivering services and that the service providers may be prevented from using it for other reasons. The third-party providers are obliged not to pass on or use the information for other purposes.

## **CONTENTS**

We make no warranty that the contents of the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof, to any users of this Website.

SIFL makes no warranties (express or implied) or recommendations as to the quality, accuracy, effectiveness, completeness, performance, fitness of this website or its content. All decisions are based on your own evaluation and neither SIFL, its agents, nor any third party shall be liable for any loss or damage caused by your reliance on information obtained through this website. SIFL reserves the right to change the content of this website at any time without notice.

SIFL has the right to remove any information on the Platform that violates these T&Cs, and is authorized to make inquiries regarding your credit history to any other financial company/bank/registered credit reference agency.

SIFL does not provide any warranties for its Services and shall not be liable for any claims made by you or any third party. The Website may contain links to other Websites, web-pages and services also operated by other persons / entities / companies (other sites) and your use of such other sites is also subject to the terms and conditions and other terms and guidelines, if any, contained within such other sites.

SIFL disclaims all liability for the content and/or materials available on such other sites. In this regard, you undertake to accept and be solely liable for the Services availed by you from SIFL and to indemnify and hold harmless SIFL, its affiliates, and

their respective directors, officers, employees, agents and representatives against any damages suffered or losses incurred by SIFL arising due to any act, omission, or claim initiated by you.

### **USE OF WEBSITE - EVIDENCE OF TRANSACTIONS WITH CUSTOMERS**

In the course of availing Services, you authorize SIFL to make any inquiries necessary to validate your identity and collect information about you in accordance with these T&Cs and Private Policy. In the event SIFL is unable to obtain or verify your information, SIFL reserves the right to close, suspend, or limit access to your Account and/or the Services rendered. You agree to provide only true, accurate, current, and complete information about yourself, and not to misrepresent your identity or account information. You also agree to keep your Account information up to date and accurate, and to provide Financial SMSs, contacts, location data, installed applications, storage, and other device data of yourself.

With respect to transactions permitted by SIFL from time to time, SIFL's own records of such transactions, maintained by computer systems or otherwise, shall be accepted as consistent and binding for all purposes. In particular, the SIFL records generated by the transaction(s), including the record of the time of the transaction(s), are conclusive evidence of the authenticity and accuracy of such transactions.

### **LIMITATION OF LIABILITY**

In no event will SIFL be liable for any damages, including without limitation, direct, indirect, special, incidental, moral or consequential damages, loss of profits, opportunities or information or for expenses arising in connection with this website, with any software available on this website, with any hyperlinked website or for use thereof or inability to use by interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if SIFL is advised of the possibility of such damages, losses or expenses.

### **RIGHT OF REVISION/MODIFICATION**

SIFL may revise and update these Terms and Conditions, and your continued usage of the Website is an implied acceptance of these changes.

### **GOVERNING LAW AND JURISDICTION**

These T&Cs are governed by and construed in accordance with Indian law. By using the Platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of the courts located in Tamil Nadu, India in the event of any dispute arising out of or relating to your access to and use of the Platform.