

TERMS OF USE

Welcome to The MSFC App hereinafter referred to as the "The Company", "We", "Us", "Our"), owned and operated by MS FINCAP PRIVATE LIMITED hereinafter referred to as "the Company") with its registered office located at C-81 B, Chaitanya Marg, C-Scheme Jaipur-302001 Rajasthan, having corporate identity number U67120RJ2016PTC055220. This mobile application is offered to you conditioned, on your acceptance, without modification of the terms, conditions, and notices contained herein (the "Terms").

Users (hereinafter referred to as "Borrower", "You" or "Your") AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. This agreement only governs your use of the app and not the terms of the loan if approved and disbursed. Terms of loan will be as per the loan agreement signed by you after it is approved.

Our application is an e-commerce platform that provides you the option of applying and obtaining loans.

Please read carefully these Terms and our Privacy Policy, which may be found at <https://msfincap.com/wp-content/uploads/2020/01/MS-FINCAP-PRIVACY-POLICY.pdf>, and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Application. Failure to use the Application in accordance with these Terms may subject you to civil and criminal penalties. This application reserves the right to recover the cost of services, collection charges and lawyer's fees from persons using the application fraudulently. The company reserves the right to initiate legal proceedings against such persons for fraudulent

use of the application and any other unlawful acts or acts or omissions in breach of these terms and conditions.

The use of this Application and services provided by it constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS APPLICATION, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE APPLICATION ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS APPLICATION, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE,

OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED
HEREIN.

1. DEFINITIONS:

- i. "Agreement" means the terms and conditions as detailed herein including privacy policy, other policies mentioned on our platforms and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- ii. "User/You/Borrower" means an individual who uses the application in order to obtain a loan;
- iii. "Service" means any online facility made available through application by the Company either now or in the future.
- iv. "Registration" means the feature offered to users to register on our application by providing us your Username, Email- address, password, etc. Once you register with us, you can login to our application using your own id and password and obtain the services;
- v. "Content" means text, graphics, images, information, videos or other materials.
- vi. "User Content" means all content that a user submits or transmits to us through email or uploads on our application.
- vii. "Our application Content" shall mean all Content that our application makes available through the application or Services.

2. INTERPRETATIONS

- i. The official language of these terms shall be English.

- ii. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

3. ELIGIBILITY

- i. You may use the Service only if you are at least eighteen (18) years of age and can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state and national rules and regulations.
- ii. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. The company reserves the right to terminate your account and refuse to provide you with access to the application if we discover that you are under the age of 18 years. The Service is not available to any Users previously removed from the Service by us, unless we provide such Users with specific written authorization to re-use the Service.
- iii. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement.
- iv. Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the application. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.
- v. The company may, in its sole discretion, refuse to offer access to or use of the application to any person or entity and change its eligibility criteria at any time.

4. REGISTRATION:

- i. It is mandatory for users/customers to register with us if they want to apply for a loan through the application.

- ii. In order to avail our services, you shall be required to create an account with us. In order to create an account the users will have to click on “Sign Up” option on the application which will direct you to the registration page and therein you have to provide us with details such as your Username, First Name, Last name, Mobile Number and e-mail address.
- iii. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us via call or email at the Contact details provided on the application of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your account access credentials. We encourage you to use a “strong” password (a password that includes a combination of upper and lower case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.
- iv. You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your

personal information as mentioned above in this Agreement, you will update your Account information promptly.

- v. When creating an Account, don't:
 - a. Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person's permission;
 - b. Use details of another person with the intent to impersonate that person;
 - c. Use details that are subject to rights of another person without appropriate authorization; or
 - d. Use a username that is offensive, vulgar or obscene or otherwise in bad taste.
- vi. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at info@msfincap.com.
- vii. Our Services are not available to temporarily or indefinitely suspended Users. Our company reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our company reserves the right to refuse service to anyone, for any reason, at any time.
- viii. One individual/entity can own only one account in his/her/its name.
- ix. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our terms of use and all other policies listed on the application and all other operating rules,

policies and procedures that may be published from time to time on the application or the website by the Company or which are communicated to you from time to time.

5. ACCOUNT AND IDENTITY VERIFICATION:

In order to obtain loans and use the services provided your account must be verified and all the documents as enlisted below must be verified by us. You will need to provide us the following documents:

- i. Aadhar Card
- ii. Permanent Account Number Card
- iii. Any other document as requested at the time of obtaining the loan.
- iv. Loan amount will be approved only after proper verification of documents and proofs.
- v. Loan amount will be disbursed after signing of the loan agreement after the loan application is approved by the company.

6. SERVICES:

- i. Our application offers a platform to users where they can apply for loans for different types of needs.
- ii. Loans are provided and approved subject to verification of account and documents uploaded for verification of the account.
- iii. Once the documents and the requested information is provided by you, our team will verify and analyse the information in order to approve the loan.
- iv. Our decision regarding you loan approval will be communicated in a few days.
- v. Applying for loan via this mobile application and providing all your details does not guarantee that your application will be approved.

- vi. In the event your application for loan is approved by us you will be contacted by our representatives to complete all the relevant paperwork and formalities.
- vii. Different repayment plans are available which can be chosen by the user after the loan is approved.
- viii. No other services are provided other than provision of loan, one must obtain services after due consideration as defaults carry harsh implications and penalties.
- ix. This document does not govern or provide the terms of the loan. This document simply governs your use of the application. The loan agreement and related documents will be shared with you once your loan application is processed and approved by the company.
- x. Limited details about the various types of loans offered are available on the mobile application for your perusal.

7. REPAYMENT:

The borrower must repay the amount of loan as per the repayment plan selected while obtaining loan.

8. FRAUDULENT CONDUCT:

The company reserves the right to recover the cost of collection charges and lawyers' fees from persons using the application fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the application and any other unlawful act or acts or omissions in breach of these terms and conditions.

9. WARRANTIES BY USERS:

- i. Users warrant as follows: -
 - a. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the

information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Services of our application without prior intimation whatsoever.

- b. You shall at all times ensure full compliance with various laws regarding your use of our services.

10. MISUSE OF THE APPLICATION:

- i. You are prohibited from using this application to post or transmit any material which is or may be infringing, false, misleading, obscene, pornographic, abusive, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may otherwise give rise to civil liability or violate any law.
- ii. You 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;
- iii. 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, acquire, copy or monitor any portion of the application or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the application or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the application. We reserve our right to bar any such activity.

- iv. You shall not attempt to gain unauthorized access to any portion or feature of the application, or any other systems or networks connected to the application or to any server, computer, network, or to any of the services offered on or through the application, by hacking, password "mining" or any other illegitimate means.
- v. You shall not probe, scan or test the vulnerability of the application or any network connected to the application nor breach the security or authentication measures on the application or any network connected to the application. You may not reverse look-up, trace or seek to trace any information of any other User or visitor to application, or any other customer, including any account on the application not owned by You, to its source, or exploit the application or any service or information made available or offered by or through the application, 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 application.
- vi. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the application.
- vii. 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 application or any service offered on or through the application. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

- viii. You may not use the application 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 our application and / or others.
- ix. We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

11. OWNERSHIP

All right, title, and interest in and to the application (excluding postings/content provided by the users) is and will remain the exclusive property of the company. The application service is protected by copyright, trademark, and other laws of India. Nothing in these Terms gives you a right to use the name of the application or application's trademark or logo, or any other trademarks, logos, domain names, or other distinctive brand features relating to the application or located on the application.

12. INTELLECTUAL PROPERTY RIGHTS:

- i. Our application, our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this application. Access to this application does not confer and shall not be considered as conferring upon anyone any license under any of our application or any third party's intellectual property rights. All rights, including copyright, in this application are owned by or licensed to us or third-party suppliers. Any use of this application or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of

our application. You cannot modify, distribute or re-post anything on this application for any purpose.

- ii. The application names and logos and all related service and our slogans are the trademarks or service marks of our application. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this application. Access to this application does not authorize anyone to use any name, logo or mark in any manner.
- iii. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this application (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the application for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the company or any related software. All software used on this application is the property of the company or its suppliers and protected by copyright laws of India. The Contents and software on this application may be used only as a referral resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this application is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned,

controlled or licensed by our application, one of its affiliates or by third parties who have licensed their materials to us and are protected by copyright laws of India..

iv. If you believe in good faith that any material used or displayed on or through our application infringes your copyright, you (or your agent) may send us a notice at info@msfincap.com requesting that the material be removed, or access to it blocked, please provide us with the following information:

- a. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. identification of the copyrighted work claimed to have been infringed;
- c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Your contact information, including your address, telephone number and an email address;
- e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

v. You should assume that everything that you see or read on this application is copyrighted unless otherwise noted and may not be copied, reproduced, distributed, modified, published, downloaded, posted, or transmitted in any way, without the prior written

consent of our application or other copyright owner, EXCEPT: You may print copies of the material for your personal, non-commercial use only, provided that you do not delete or change any copyright, trademark, or other proprietary notices. Unless otherwise indicated, all marks displayed on our internet sites are subject to the trademark rights of our application, including our name and Logo, corporate logos and emblems. Modifying, distributing or using for any purpose the material in any of our application which is copyrighted or otherwise protected under intellectual property laws directly violates our intellectual property rights. The material contained in this application is copyrighted, is protected by worldwide copyright laws and treaty provisions, and is provided for lawful purposes only.

13. INDEMNITY:

Users agree to defend, indemnify and hold harmless the company, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to the company or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, violation of rights of privacy or publicity, and

infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

14. TERMINATION:

- i. We may, at any time and without notice, suspend, cancel, or terminate your right to use the application (or any portion of the application). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the application affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you set forth in the Agreement, shall survive.
- ii. Without limiting the foregoing, we may close, suspend or limit your access to your Account:
 - a. if we determine that you have breached, or are acting in breach of, this User Agreement;
 - b. if we determine that you have breached legal liabilities (actual or potential),
 - c. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
 - d. you do not respond to account verification requests;
 - e. For other similar reasons.
- iii. If we deactivate your Account due to your breach of this User Agreement, you may also become liable for fees in an amount as ascertained by the company.
- iv. In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

15. GOVERNING LAW AND JURISDICTION:

- i. This Agreement shall be governed by and construed in accordance with the laws of India without regard to its choice of law principles.
- ii. The parties' consent to exclusive jurisdiction and venue in the courts sitting in Jaipur, Rajasthan.

16. DISCLAIMERS:

- i. The Application is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the application.
- ii. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the application. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
 - a. Your use of or your inability to use our Application, Services and tools;
 - b. Delays or disruptions in our Application, Services, or tools;
 - c. Viruses or other malicious software obtained by accessing our Application, Services, or tools or any site, Services, or tool linked to our Application, Services, or tools;

- d. Glitches, bugs, errors, or inaccuracies of any kind in our Application, Services, and tools or in the information and graphics obtained from them;
 - e. A suspension or other action taken with respect to your account; and
- iii. To the fullest extent permitted under applicable law, our application or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, use, data or other intangible losses arising out of or in connection with the application, its services or this User Agreement.

17. PRIVACY:

We respect the privacy of our users and take all possible measures to protect them. Our Privacy Policy has all the practices, measures and steps we have to protect your privacy.

18. SECURITY:

- i. We have employed highest possible security measures to protect your data which is stored with us. While we take all possible measure steps, you must immediately notify us at info@msfincap.com upon becoming aware of any unauthorized access, any other security breach pertaining to the application, your Account or our Services and do everything under your control to mitigate the unauthorized access or security breach (including providing us the evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any

loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.

- ii. We shall take into consideration your complaint and after properly scrutinizing your complaint, we shall take reasonable actions against such another user.

19. EXPRESS RELEASE:

You expressly agree to release us [including our directors, agents, officers, employees, affiliates and subsidiaries] from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of our application.

20. USER AGREEMENT AS DEFENCE:

The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

21. NOTICES:

- i. Any notices must be given by postal mail to us;

At: MS FINCAP Pvt Ltd: C-81B, Chaitanya Marg, C-Scheme, Jaipur-302001

- ii. In your case, we will send you any notice at your provided email address (either during the registration process or when your emails address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail,

postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

22. OUR SERVICE AND GUARANTEES:

The company reserves the right to modify or terminate the application's service for any reason, without notice, at any time. We also reserve the right to sell, alter, transfer or delegate our rights under this agreement to anyone without any prior notice to you. Our application does not guarantee continuous, uninterrupted access to the application, and operation of the application may be interfered with by numerous factors outside our control.

23. NO WAIVER IMPLIED:

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

24. SEVERABILITY:

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

25. ASSIGNMENT:

- i. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- ii. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

26. FORCE MAJEURE:

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

(a) Acts of god;

(b) Natural disasters;

(c) Sabotage;

(d) Accident;

(e) Riot;

(f) Shortage of supplies, equipment, and materials;

(g) Strikes and lockouts;

(h) Civil unrest;

(i) Computer hacking; or

(j) Malicious damage.

27. DIGITAL SIGNATURE:

- i. By using our services, you are deemed to have executed this Agreement electronically; effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- ii. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information by contacting Customer Support at info@msfincap.com.

28. MODIFICATION:

The Terms and Conditions cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with us. Nothing in this section will prevent us from modifying the terms of these Terms and Conditions and posting such modifications on our application. We reserve the right, in our sole and exclusive discretion, to revise these terms and conditions at any time. All revisions shall be posted on this page. Since you are bound by all revisions made by us, you should review this page each time you connect to our application. It is important that you fully read and understand the terms and conditions you are agreeing to be bound by, when you use this application.

29. COMMUNICATIONS:

- i. The company may send you information about offers, notices, letters and other communication to your email. You can ask us to refrain from sending you offers or promotional offers by sending us an email at info@msfincap.com.
- ii. You consent to receive notices and information from us in respect of the application and Services by electronic communication.

30. ENTIRE AGREEMENT:

The Agreement, in connection with the other obligations and rules detailed in writing on the application, constitute the entire agreement regarding the use of the application between you and the company and cannot be modified by you. The Terms and Conditions

cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with the application. Nothing in this subsection will prevent the company from modifying the terms of these Terms and Conditions and posting such other modified terms and conditions.

31. CONTACT US:

- i. For any further clarification about our Terms and Conditions, please write to us at info@msfincap.com.
- ii. Our Registered office Address is C-81B, Chaitanya Marg, C-Scheme, Jaipur-302001.
- iii. Our legal representatives can be contacted at ops@msfincap.com.
- iv. Our Dispute Resolution team can be contacted at cfo@msfincap.com.