

Terms and Conditions

1. I/We declare that all the particulars and information and details given/filled in this application form are true, correct, complete and up-to date in all respect and that I/We have not withheld any information whatsoever. I/We understand that certain particulars given by me/us are required by the operational guidelines by various regulatory authorities. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We are aware that I/We may be held liable for it.

2. I/We acknowledge that any inaccuracies or falsehoods in the declarations made by me/us and/or information provided by me/us shall give an unconditional right to the Lender, at any point in time, to cancel the Facility and exercise all rights available to such Lender against me/us under applicable law.

3. I/We authorise NeoGrowth Credit Pvt. Ltd. ("**the Lender/NeoGrowth**") and/or its associates/subsidiaries/ affiliates to obtain, verify, exchange, share or part with all the information or otherwise, at my/our office/residence and/or contact me/us and/or my/our family members and/or my/our employer/Banker/Credit Bureau/RBI and/or any third party's they deem necessary and/or to do any such acts and till such time as they deem necessary and/or disclose to the Reserve Bank of India, UIDAI or any other authority, including but not limited to, Credit Bureau or any other third person, the name/identity, credit information including but not limited to, current balance, payment history, defaults, if any, etc.

4. I/We hereby confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or for attachment of my/our assets or properties and/or any criminal proceedings have been initiated and/or are pending against me/us and that I/We have never been adjudicated insolvent by any court or other authority nor has any receiver, administrator, administrative receiver, trustee or similar officer been appointed for my/our assets.

5. I/We would like to know through telephonic calls, or SMS on my/our mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, various NeoGrowth offer schemes or promotional schemes and hereby authorize NeoGrowth, its employee, agent, associate to do so. I/We confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "**NDNC Registry**") as laid down by TELECOM REGULARITY AUTHORITY OF INDIA ("**TRAI**") will not be applicable for any such informational or promotional communication / calls / SMS received from NeoGrowth, its employees, agents and/or associates.

6. I/We hereby authorise NeoGrowth's authorised person's/Agency to visit my/our residence & business premises for verification, which includes taking photographs of business premises.

7. I/We hereby authorize NeoGrowth to purge the documents submitted by me/us, if the case is not disbursed / approved for whatever reason within 3 months of application.

8. I/We hereby give our consent to avail information on products and services of other Companies and authorise NeoGrowth to cross sell other Company's products and services.

9. I/We give Consent for sharing of personal information to any of NeoGrowth or NeoGrowth group entities including NeoGrowth service providers performing delegated outsourced function to enable them to

perform their internal business processes (which facilitate transactions) such as risk management purposes, data analysis, audits, developing and improving, new products and services.

10. I/We fully acknowledge that the grant of the Facility is at the sole discretion of Lender and is subject to my/our execution of documents deemed necessary by the Lender and my/our fulfilment of other closing formalities as required by, and to the satisfaction of, the Lender in this regard. I/We also acknowledge that the Lender reserves the right to reject my/our application for such a Facility without assigning any reasons whatsoever, and that I/We reserve no right to appeal against such a decision of the Lender.

11. I/We hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number and email address and also authorize NeoGrowth to seek my/our information from the Central KYC Registry.

12. I/We know and understand the English language well and shall prefer to have all future communications including but not limited to a copy of loan agreement, its enclosures, notices and other relevant loan documents, in the English language only.

13. I/We hereby consent to be registered as a member on the diGibizz platform (<https://digibizz.neogrowth.in/>) of the Lender and would like to receive information directly or indirectly about products & services of any service provider listed on diGibizz platform, through telephone, email or SMS.

14. I/We accept the terms and conditions for access and use of Website (<https://digibizz.neogrowth.in/>) as listed below:

Terms of Use - <https://digibizz.neogrowth.in/>

This Agreement sets forth the terms and conditions that apply to the access and use of the Website <https://digibizz.neogrowth.in/> and its Mobile Application (collectively be referred to as "Website"), which is managed and operated by NeoGrowth Credit Private Limited, (hereinafter collectively be referred to as "Company"/ "NeoGrowth"), incorporated under the laws of India and registered under the Companies Act, 1956. This document/agreement (referred to as "Agreement") is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) 2011, that provides for the due diligence to be exercised for the access or usage of this Website.

By accessing this Website or registering your information on the Website, the users (hereinafter referred to as "you" or "your") agree to be bound by this Terms of Use ("TOU"). This Agreement along with Privacy Policy and Disclaimer describes our relationship with you will be subject to the rules, guidelines, policies, terms, and conditions applicable to any specific Service that is provided by this Website and they shall be deemed to be incorporated into this TOU and shall be considered as part and parcel of this TOU.

Be sure to return to this page periodically to review the most current version of the TOU. We reserve the right at any time, at our sole discretion, to change or otherwise modify the TOU without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified by TOU.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF TERMS CONTAINED HEREIN CONSTITUTES THE AGREEMENT BETWEEN YOU AND THE COMPANY FOR THE PURPOSE AS DEFINED HEREUNDER.

1. Description and Acceptance of Services

The Company hereby offers you with access to information primarily about certain marketing / digital products/services including, but not restricted, to software services, marketing, branding, promotion, digital services, digital transformation etc. (collectively referred as "**Service/s**"). The above said Services and ancillary services are provided on a commercially reasonable effort basis and you agree that your participation for availing the above-mentioned services is purely at your will and consent.

Your continued usage of the Services and ancillary services from time to time would also constitute acceptance of the TOU including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

You agree and authorize the Company to share your information with its group companies and other third parties, in so far as required for joint marketing purposes/offering various services/report generations and/or to similar services to provide you with various value-added services, in association with the Services selected by you or otherwise. You agree to receive communications through emails, telephone and/or SMS, from the Company or its third-party vendors/business partners/ marketing affiliates regarding the Services/ancillary services updates, information/promotional emails and/or product announcements. In this context, you agree and consent to receive all communications at the mobile number provided by you, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorize the Company to share/disclose the information to any third-party service provider or any affiliate, its group companies, authorized agents.

The Company will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements entered into for providing Services and ancillary services.

2. License and Website Access

You acknowledge and agree that the Company owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights are registered or not). You further acknowledge that the Services may contain information which is designated confidential by the Company and that you shall not disclose such information without the Company's prior written consent. The contents of the Website, including its "look and feel" (e.g. text, graphics, images, logos and button icons), photographs, editorial contents, notices, software and other material are the owned/licensed by/to the Company and/or its third-Party Service Providers/their licensors and are duly protected by them under applicable copyright, trademark and other laws.

The Company grants you a limited license to access and make use of the Website, the Services and ancillary services. This license does not include any downloading or copying of any kind of information for the benefit of another individual, vendor or any other third party or to create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services. Any unauthorized use by you shall terminate the permission or license granted to you.

By using the Website you agree not to: (i) use this Website or its contents for any commercial purpose; (ii) make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand; (iii) access, monitor or copy any contents or information of this Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; (iv) violate the restrictions in any robot exclusion headers on this Website or bypass or restrict or circumvent other measures employed to prevent or limit access to this Website; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) deep-link to any portion of this Website (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or (vii) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

3. Privacy Policy

By using the Website, you hereby consent to the use of your information as we have outlined in our Privacy Policy. This Privacy Policy explains how the Company treats your personal information when you access the Website and use other ancillary Services.

4. Your Registration/Account

In consideration of your use of the Website and registering with us, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction and will only use the Website to make legitimate purchases for you or for another person for whom you are legally authorized to act (and will inform such other persons about the TOU and/or Privacy Policy) that apply to the purchase you have made on their behalf (including all rules and restrictions applicable thereto).

You agree and understand that you are solely responsible for maintaining the confidentiality of your password which, together with your Login ID (as may be applicable in accordance with the Service selected), allows you to access the Service. That Login ID and password, together with any mobile number or other contact information you provide, form your ("Registration Information"). You agree that you are responsible for maintaining the confidentiality of your Login ID and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur through your account or password. Because of this, we strongly recommend that you exit/ logout from your account at the end of each session. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. You further agree that the Company shall not be liable for any unauthorized use or access, unless it is proved that the unauthorized use or access occurred solely due to reasons directly attributable to the Company.

You shall provide true, accurate, current and complete information about yourself and undertake to inform/update of any change in your Registration Information promptly and keep it up-to-date and accurate at all times, as it has a direct bearing on the provision of Services and ancillary services by or through the Company. You agree not to misrepresent your identity, nor will you make an attempt to make unlawful access to the Website or use of the Services. Additional terms and conditions will apply to your purchase of services that you select. Please read these additional terms and conditions carefully.

5. Customer Due Diligence requirements (CDD)

You agree and acknowledge that for undertaking any transaction through the website, our Company may undertake client/customer due diligence measures and seek mandatory information required for KYC purpose which as a customer you are obliged to give, while facilitating your request of services and other marketing or promotional requirements, in accordance with applicable Prevention of Money Laundering Act ("PMLA") and rules. Our Company may obtain sufficient information to establish, to its satisfaction or the banks/financial institutions, the identity of each new customer/user, and to ascertain the purpose of the intended nature of relationship between you and the Service Provider. You agree and acknowledge that our Company can undertake enhanced due diligence measures (including any documentation), to satisfy itself relating to customer due diligence requirements in line with the requirements and obligations under the applicable PMLA Act and rules.

6. Eligibility

You declare and confirm that you are a resident of India, above 18 (Eighteen) years of age, and have the capacity to contract as specified under the Indian Contract Act, 1872, while availing the Services offered by the Company.

7. Submitted Content

By sharing or submitting any contents including any data and information on the Website, you agree that you shall be solely responsible for all contents you post on the Website and Company shall not be responsible for any contents you make available on or through the Website. At the Company's sole discretion, such contents may be included in the Service and ancillary services (in whole or in part or in a modified form). With respect to such contents, you submit or make available on the Website, you grant the Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such contents. You agree that you are fully responsible for the contents you submit. You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or contents that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or contents (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or contents that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of contents to this Website.

8. Third Party Links/Offers

This Website may provide links to other websites or resources. Since the Company has no control over such third-party websites and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any contents, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Company 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 contents, goods or services available on or through any such site or resource. Your interaction with any third party accessed through the Website is at your own risk, and the Company will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such

third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.

9. Marketing Agents

The Company may engage third-party agents to assist in the marketing, promotion, and sale of its products and services. These agents may act on behalf of the Company in various capacities, including but not limited to, conducting promotional activities, facilitating customer interactions, providing product information, and processing transactions and any other activity.

The specific roles and responsibilities of these agents will be defined by their respective agreements with the Company, and may include, among other tasks, identifying potential customers, delivering product presentations, and supporting the sales process. Agents are authorized to represent the company within the scope of their engagement and are expected to adhere to applicable laws and regulations, as well as the Company's policies and standards. The involvement of agents is intended to enhance the efficiency and effectiveness of our sales and marketing efforts.

10. Group Insurance Policy

You understand that as a part of the Services provided by the Company, it may further offer you group insurance coverages from different insurers for which NeoGrowth Credit Private Limited shall be the Master Policy Holder ("MPH") provided you are a customer of the Company. Such insurance coverage shall be governed by and subject to the terms, conditions, and exclusions, limitations thereof as per the guidelines issued by the Insurance Regulatory and Development Authority of India ("IRDAI").

11. Disclaimer of Warranty

You expressly understand and agree that your use of the Services, ancillary services and all information, products, other services and other contents (including that of the third parties) included in or accessible from the Website is at your sole risk. The Services and ancillary services are provided on an "as is" and "as available" basis. The Company makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the contents on the Website or of the services (whether or not sponsored by third party service providers), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose.

The Company expressly disclaim all warranties of any kind as to the Services, ancillary services and all information, products, services and other contents (including that of the third parties) included in or accessible from the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The Company and its service providers, affiliates, business partners make no warranty that (i) the services will meet your requirements, (ii) the services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations, and (v) any errors in the technology will be corrected.

Prices for Products available on our Website and are incorporated into this TOUs by reference. All prices, whether specified or not, are in Indian rupees. Prices, Products and Services are offered by the Company's business partners and may change in accordance with the brand guidelines or other terms and conditions

applicable to each of the business partners of NeoGrowth. In some cases, Services and prices are offered by the Company itself and it reserves the right to modify the use and prices of such Services. You further undertake that by initiating a transaction, you are entering into a legally binding and enforceable contract with these business partners of the Company, to purchase the products or avail the services using such payment facilities as may be permitted by applicable laws and as may be accepted by the Company.

The Company does not charge any registration/membership or browsing fee. However, the Company reserves the absolute right to charge any fee for registration/ membership or browsing fee at any time. All such fees that the Company may charge will be intimated to the users and such change shall automatically become effective immediately after they are posted on the Website. All such fees charged by the Company shall be in Indian Rupees. Your continued use of the Company shall be deemed as an acceptance of the amended terms of the TOU.

The Company may enter into agreements with third party payment gateway aggregators and financial institutions authorized by the Reserve Bank of India for collection, refund and remittance and to facilitate payment between you, NeoGrowth and its business partners, as the case may be. The Company shall initiate the remittance of the payments made by you and the date of completion of transaction shall be after the products are delivered to you or after the Services are rendered to you and such other additional time as may be agreed between Website and its business partners, as the case may be.

While availing any of the payment method/s available on the Website, the Company will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

1. Lack of authorization for any transaction/s, or
2. Any payment issues arising out of the transaction, or
3. Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a you;
4. Decline of transaction for any other reason(s)

Notwithstanding anything contained herein, the Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of you/your transaction. Use of the payment facilities provided by the Website shall not render the Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products or services listed on the Website. The Website shall not be responsible for any damages, interests or claims arising from not processing a transaction.

You hereby agree to provide accurate information, such as credit/debit information for purchasing any Service or product on or through the Website. You further warrant that you shall not use payment information or instrument that is not lawfully owned by you. In addition to these TOUs, the terms and conditions of the bank or other financial institution shall also be applicable to every user. The Website disclaims any liability arising out of declining of payment by such bank or financial institution.

NeoGrowth may in its sole discretion impose limits on the number of transactions which an individual holding a financial instrument may use for payment for products or services. Additionally, the Website

reserves the right to refuse to process transactions exceeding such limit and transactions by you that have incurred questionable charges and amounts.

NeoGrowth is merely a facilitator for providing you with payment channels through automated online electronic payments (either itself or through its payment gateway service providers), cash on delivery, collection and remittance facility for the payment of products purchased by the User on the Website using the existing authorized banking infrastructure and credit card payment gateway networks (of either the Website or Service Providers).

NeoGrowth shall not be held responsible and shall bear no liability in case of failure or delay in delivering the products or services including any damage or loss caused to you due to such delay. No deliveries of the products/services shall be made outside the territorial boundaries of India.

12. Limitation of Liability

You expressly understand and agree that the Company (including its subsidiaries, affiliates, directors, officers, employees, representatives and providers) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if the Company has been advised of the possibility of such damages, resulting from (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 contents, 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 (b) 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 contents from the Website.

Notwithstanding the above, if the Company is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of Company shall be restricted to, in the aggregate, any Service/transactional fees paid by you to the Company in connection with such transaction(s)/ Services on this Website, if applicable. The Company has no control over the third-party websites which would be provided to you through its Website. You acknowledge and agree that under no circumstance shall the Company be liable for your using the services offered or provided by any third-party service provider.

13. Indemnity

You agree to indemnify and hold the Company (and its affiliates, officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this TOU, your violation of any law or the rights of a third party, or your use of the Website.

You shall not sue or otherwise make or present any demand or claim, and irrevocably, unconditionally and entirely release, waive and forever discharge the Company, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter "Release"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which you ever had, now have, or in the future may have against the Release with respect to the Services. You

agree to defend, indemnify, and hold harmless the Release from and against any and all Losses resulting from claims made against the Company by third parties arising from and in connection with this Authorization.

14. Additional Terms and Conditions

Company reserves the right to make changes to the Website, related policies and agreements, this TOU and the Privacy Policy at any time as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company re-organization, market practice or customer requirements. Upon any change, the Company will notify the updated Terms on the Website or other means. Your continued use of the Services and ancillary services constitutes acceptance of the changes and an agreement to be bound by Terms, as amended. If you do not agree to the changes, you may please discontinue your use of the Services and ancillary Services.

The Company reserves the right to discontinue or suspend, temporarily or permanently, the Services including ancillary services, by giving reasonable time period notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. You agree that the Company will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services.

You agree not to use the Services and ancillary services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of other.

The Company may, from time to time, announce certain offers with intent to promote its Website and/or Services/ ancillary services ("Promotional Offer/s"). The Promotional Offer(s) would always be governed by this TOU plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these TOU, to the extent they may be in conflict with these Terms. The company reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

15. General

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section.

16. Jurisdiction, Governing laws, and Dispute Resolution

This TOU and the relationship between you and Company will be governed by the laws of the India without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in relation to this Agreement, including a breach or termination thereof, shall be settled by a sole arbitrator to be appointed mutually by the Company and you, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or amendment thereto. In the event we are unable to reach an agreement on the sole arbitrator,

we agree to have a panel of three arbitrators appointed, of which one shall be appointed by each of us, and the third arbitrator appointed by the two arbitrators. The venue for arbitration shall be Mumbai. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The Website specifically prohibits you from usage of any of its Services in countries or jurisdictions that do not corroborate to all stipulations of these Terms. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Mumbai having exclusive jurisdiction. The failure of the Company to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This TOU constitutes the entire agreement between you and the Company and governs your use of the Website, superseding any prior agreements between you and the Company with respect to the Website.

NeoGrowth Credit Private Limited CIN: U51504MH1993PTC251544, Times Square, Tower E, 9th Floor, Andheri Kurla Road, Marol, Andheri East – 400059.

Email id: helpdesk@neogrowth.in Tel: 022 49219999

If you have questions, concerns, or suggestions regarding our Privacy Policy, we can be reached using the contact information on our Contact Us page or at contact.us@neogrowth.in