

TERMS AND CONDITIONS – VIVAMONEY

Please read these Terms and Conditions ("Terms") carefully before using our services provided by Vivamoney Solutions Private Limited ("Vivamoney" "Company," "we," "us," or "our"). These Terms govern your access and use of our services, including but not limited to Vivamoney's mobile application ("App"), website, and any related software or services (collectively referred to as the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please refrain from using our Services. The Services are offered by Vivamoney Solutions Private Limited, a company incorporated under the Companies Act, 2013 and bearing CIN No. U67100HR2022FTC108681, having its registered office in Gurgaon, India and its corporate office at BHIVE Workspace, No.467/468, Shri Krishna Temple Road, Indiranagar 1st Stage, Bengaluru, Karnataka – 560038.

We are a Personal Line of Credit App that offers a credit line in partnership with NBFC-FincFriends Private Limited. The App's goal is to make it easier for users to apply for a credit line by guiding them through the entire process. Further, the user can withdraw from the approved credit limit and repay either within the Grace Period at 0% Interest or split it into EMI using the App itself.

The Services offered by the Company are in collaboration with other non-banking financial institutions, insurance companies and other financial institutions ("Partner Institutions") or merchants providing various products and services to us ("Merchants"). The Terms for all the Services should be read together with all rules, guidelines, policies, and terms and conditions specified by the Merchant(s) and/or the Partner Institution(s), whichever the case may be.

1. ACCEPTANCE OF TERMS

You understand and acknowledge that your acceptance of these Terms creates a legally binding agreement between you and the Company, and that any violation of these Terms may result in the termination of your access to our Services.

By using our Services, you represent that you have read, understood, and agree to be bound by this Agreement and all applicable laws and regulations. You further represent that you have the legal capacity to enter into this Agreement. Your acceptance of these Terms also includes your acceptance of any additional terms, policies, guidelines, or rules that may be provided within our Services or communicated to you separately.

Please note that these Terms may be revised or updated from time to time, and it is your responsibility to review them periodically. Any modifications or amendments to these Terms will be effective immediately upon posting the revised Terms on our App and website. Your continued use of our Services after the changes will constitute your acceptance of the revised Terms. If you do not agree to any changes or updates made to these Terms, you must immediately discontinue your use of our Services.

2. SERVICES

By registering with Vivamoney, you provide your consent and agree to comply with the Terms and Conditions and Privacy Policy of the Company. Vivamoney offers renewable credit limit within the limit of Rs. 5,000 (Rupees Five Thousand only) to Rs. 2,00,000 (Rupees Two Lakhs only) which is transferred to the account indicated by you, each time upon a separate request until the limit is exhausted. The Grace period is 51 (fifty-one) days from the date of disbursement made to you after the end of the reporting period ("Grace Period"). If you repay the debt in full during the grace period, 0 (zero) interest is payable. If the amount is not re-paid within the grace period, then a payment schedule is formed, according to which you must make an annuity payment (EMI) every month. The base period is 5 months which can be extended upto 10 (ten) and 20 (twenty) months.

The Services provided by the Company comprise of an online platform where you can apply for a personal loan, which would be subjected to the Terms and Conditions of the Company and Loan Agreement executed between you and Lender.

3. ELIGIBILITY FOR USE OF SERVICES

If you do not meet these eligibility requirements, please refrain from accessing or using our Services.

- i) You must be between the age 21 to 64 years old to use our Services;
- ii) You must be an Indian citizen having residence in India;
- iii) You possess a valid identity proof and residential proof;
- iv) Your employment status is either salaried employee or self employed;
- v) You must have an income of a minimum of Rs. 15,000 (Rs. Fifteen thousand) per month;
- vi) You are registered with AADHAR biometric system;
- vii) You have an active bank account in India with internet banking facility enabled;
- viii) You are not barred or prohibited legally from accessing our Services under the laws of India.

To access certain features of our Services, you may be required to register an account. During the registration process, you agree to provide accurate, complete, and up-to-date personal information which shall include information relating to personal details like name, address, date of birth, photograph, signatures, financial information such as bank account details, credit card numbers, financial transactions and income details; health and medical Information like physical or mental health conditions, or information related to disabilities; biometric data including facial recognition data, and other biometric identifiers used for authentication or identification purposes; religion information; information pertaining to an individual's gender identity, etc. By registering an account, you represent and warrant that all information provided by you is true, accurate, and current.

The processing of this Personal Data will be in accordance with the Privacy Policy of Vivamoney, as amended from time to time. The details will be used for reporting purposes to Credit Bureaus for analyzing your credit worthiness. Your usage of the App and the execution of the loan agreement between you and the lender shall be deemed as consent in writing to use the information and data for the purposes aforesaid and as hereinafter mentioned in Terms of Merchants or Partner Institutions without prejudice to other terms mentioned hereof or incorporated here by way of any reference.

If we have reasonable grounds to suspect that the information provided by you is inaccurate, incomplete, or outdated, we reserve the right to suspend or terminate your account and refuse any and all current or future use of our Services. By using our Services, you acknowledge and agree that the Company may rely on the information provided by you for the provision of our Services and that you are solely responsible for maintaining the confidentiality and security of your account credentials.

If you become aware of any unauthorized use of your account or suspect any security breaches, you must notify us immediately by reaching out to us at chat@vivamoney.in.

4. REPRESENTATIONS AND WARRANTIES

By accessing or using our Services, you represent and warrant to Vivamoney that the following statements are true, accurate, and reliable:

- 4.1 You represent and warrant that you have the legal capacity to enter into a binding agreement with us.
- 4.2 Any information provided by you to the Company, whether during the registration process or while using our Services, is true, accurate, and complete. You will promptly update any changes to your information to ensure its ongoing accuracy.
- 4.3 You agree to comply with all applicable laws and regulations while accessing or using our Services. It is your responsibility to ensure that your use of our Services is in accordance with the laws.
- 4.4 You will not use our Services for any illegal, unauthorized, or prohibited activities. This includes, but is not limited to, engaging in fraud, money laundering, identity theft, or any other activity that may cause harm to the Company, other users, or any third parties.
- 4.5 If you submit or provide any content through our Services, including but not limited to reviews, feedback, or suggestions, you represent and warrant that you have the necessary rights and permissions to share such content. You further represent and warrant that the content is not infringing upon any third-party

rights, including intellectual property rights, and does not violate any applicable laws or regulations.

- 4.6 You have the necessary technology, software, and equipment to access and use our Services. You are responsible for maintaining the security and integrity of your devices and for any costs associated with your internet connection or mobile data usage.
- 4.7 You shall not impersonate any person or entity or misrepresent your affiliation with any person or entity while using our Services. You will not use false or misleading information in your interactions with the Company, other users, or third parties.
- 4.8 You understand and acknowledge that our Services may include content provided by third parties. The Company does not endorse or guarantee the accuracy, reliability, or suitability of such third-party content. You use and rely on third-party content at your own risk.
- 4.9 While the Company strives to provide accurate and reliable information and services, you acknowledge and agree that our Services are provided on an "**as is**" and "**as available**" basis. The Company does not warrant or guarantee the accuracy, reliability, completeness, or timeliness of the Services or any content therein.
- 4.10 Our Services may not be available in certain jurisdictions due to legal restrictions or regulatory requirements. By using our Services, you represent and warrant that you are not located in a restricted jurisdiction where our Services are prohibited or restricted. It is your responsibility to ensure that your access to our Services is not in violation of any applicable laws or regulations.

If any of the representations and warranties provided by you in these Terms are found to be untrue, inaccurate, or in violation of any applicable laws or regulations, the Company reserves the right to suspend or terminate your access to our Services and your account on our App and seek any available legal remedies.

5. COLLECTION OF PERSONAL INFORMATION

- 5.1 You agree that all the personal information provided by you to the Company when you register with us and all the other times while availing our Services such as name, address, contact number, and KYC details, will be true, accurate, current, and complete. You agree to maintain and update the personal information and to keep the personal information true, accurate and complete always.

- 5.2 You authorize us to make any inquiries that are necessary to validate the personal information provided by you in accordance with our Privacy Policy and Terms and Conditions. This includes but is not limited to confirmation of your email address or financial statements, providing documentation to help in confirming your identity. In any event we are unable to validate your identity, we reserve the right to close your Account with us or suspend your access to our Services.
- 5.3 You acknowledge that the Company, its Partner Institution(s) and/or the Merchant(s), as the case may be, may obtain, verify, or receive information relating to you from other service providers, financial institutions and/or governmental agencies in connection with the Services we offer.
- 5.4 You provide your explicit consent to the Company and its Partner Institution(s) and/or the Merchant(s) to collect, use and share your personal information in accordance with the [Privacy Policy](#) in connection with the Services provided by us. You hereby irrevocably and unconditionally accept the Privacy Policy. In case of any discrepancy between the terms of the Terms and Conditions and the Privacy Policy pertaining to handling, processing, using, sharing, disclosing, etc. of your Personal Information, the terms of the Privacy Policy shall prevail.
- 5.5 It is your sole responsibility to provide the Company with accurate information pertaining to you and the Company will not be responsible for verifying the accuracy of the information provided by you. In the event of any changes to the personal information, you are required to inform the Company immediately about any such changes including changes to your address, contact details, bank account details and other information by writing us at chat@vivamoney.in.

6. COMMUNICATIONS

- 6.1 You consent to receive communications from the Company electronically, by providing your contact information, such as your email address or phone number. These communications may include transactional messages, service updates, notifications, or marketing and promotional communications.
- 6.2 You agree that the Company can contact you in any manner, including without limitation, telephone calls, SMS messages (including text messages), WhatsApp, calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialing system or an automatic texting system, and notifications sent via the App. Standard charges may apply by your communication carrier which are to be borne by you. You provide your consent to recording of any call or conversation with any representative of the Company, which will be used only for quality training and monitoring purposes.

- 6.3** You may also be contacted by our Partner Institution(s) and/or the Merchant(s), with whom we have entered into a service agreement in furtherance of our rights, duties and obligations under this document and all other policies followed by us. Any such communication will be made only in pursuance of providing you Services. The sharing of the information provided by you will be governed by our Privacy Policy and we refrain from sharing your contact information of any third parties not connected with the App.
- 6.4** You confirm that laws in relation to unsolicited communications referred in National Do Not Call Registry as laid down by Telecom Regulatory Authority of India (TRAI) will not be applicable for such communications, telephone calls, emails, text messages or communication through any other electronic means received from the Partner Institutions(s), Merchant(s); their business partners, and their employees, agents, and associates.

7. DISCLAIMER FOR 3RD PARTY COMMUNICATIONS

- 7.1** Our Services may integrate or provide links to third-party services, applications, websites, or products ("Third-Party Services") not controlled or owned by us. These Third-Party Services are provided for your convenience and may have their own terms and conditions, privacy policies, and practices. The inclusion of Third-Party Services within our Services does not imply offer, invitation, endorsement, sponsorship, or affiliation by the Company. We do not control or have responsibility for the content, functionality, or services offered by Third-Party Services on their websites.
- 7.2** The Company does not warrant or assume any responsibility for the accuracy, reliability, legality, or quality of the Third-Party Services. Your use of Third-Party Services is at your own risk and subject to the terms and conditions of those services. The Company shall not be liable for any loss, damage, or harm arising from your use of or reliance on Third-Party Services.
- 7.3** Any transactions or interactions you have with third parties, including merchants, advertisers, or other users, through or in connection with Third-Party Services, are solely between you and the respective third party. The Company shall not be responsible or liable for any actions, omissions, or disputes arising from such transactions or interactions.
- 7.4** The Company reserves the right to modify, suspend, or terminate the availability of any Third-Party Services within our Services at any time and without notice. We shall not be liable for any loss or damage arising from the modification, suspension, or termination of Third-Party Services.

8. USE OF APP – FEATURES, ACCESS AND LICENSE

- 8.1** The App may offer various features and facilities to enhance your experience and provide additional services. These may include, but are not limited to, account management, transaction history, payment options, financial tools, and customer support.
- 8.2** The availability of specific features and facilities within the App may vary based on factors such as your location, account type, and eligibility. The Company reserves the right to modify or discontinue any feature or facility at any time without prior notice.
- 8.3** The Company grants you a restricted, non-exclusive, non-transferable, revocable license to install and use the App on a Device, which you own or control, to avail of the functions and features in accordance with these Terms and Conditions. You are not authorized to download or modify any portion of the Website or App, except with express written consent of the Company.
- 8.4** You agree that you will not, and will not permit any third party to, directly or indirectly:
- (a) Copy, modify, distribute, sell, lease, sublicense, or otherwise exploit the App or any part thereof;
 - (b) Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App, except to the extent expressly permitted by applicable law;
 - (c) Remove, alter, or obscure any copyright, trademark, or other proprietary notices incorporated in or displayed by the App;
 - (d) Use the App for any illegal, unauthorized, or prohibited activities;
 - (e) Use the App in a manner that may disrupt, interfere with, or negatively affect the functioning or security of the App or the Company's services;
 - (f) Use the App in a manner that violates the rights of any third party, including but not limited to intellectual property rights, privacy rights, or contractual rights;
 - (g) Use the App to transmit or distribute any viruses, malware, or other harmful or disruptive code;
 - (h) Attempt to gain unauthorized access to the App or any related systems or networks; or
 - (i) Use the App in any way that violates applicable laws, regulations, or legal obligations.
- 8.5** The App and all intellectual property rights therein are and shall remain the exclusive property of the Company or its licensors. Nothing in these terms and

conditions grants you any right or license to use the Company's trademarks, logos, or other proprietary materials.

- 8.6** The Company may release updates, modifications, or new versions of the App from time to time. These updates may include bug fixes, feature enhancements, or security improvements. You agree to promptly install and use such updates to ensure the continued smooth functionality and security of the App.
- 8.7** The Company reserves the right to terminate or suspend your use of the App at any time and for any reason without prior notice, if you are found violating any of the Terms. In the event of termination, you must immediately cease all use of the App and delete it from your mobile device.

9. LIMITATION OF LIABILITY

9.1 The Company, its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, whether or not foreseeable and whether or not the Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with, your use of, or access to our Services, arising out of or in connection with:

- i) The use or inability to use our Services;
- ii) Any third-party conduct or content on our Services;
- iii) Any unauthorized access, use, or alteration of your personal information;
- iv) Any interruption, suspension, or termination of our Services;
- v) Any bugs, viruses, or other harmful components transmitted through our Services;
- vi) Any errors, inaccuracies, or omissions in any content or information provided through our Services;
- vii) Any delays, failures, or disruptions in the operation or availability of our Services;
- viii) Any occurrence of any events beyond its reasonable control including, without limitation, events such as an act of God, fire, wars, sabotage, civil unrest, labor unrest, outbreak of pandemics or epidemics, action of statutory authorities or local or central governments, and/or change in applicable law.

9.2 This Clause shall survive in perpetuity.

10. INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless Vivamoney, its affiliates, officers, directors, employees, agents, and licensors from and against any and all

claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with:

- i) Your use of our services, including but not limited to any violation of these terms and conditions or any applicable laws or regulations;
- ii) Any content or information you submit, post, transmit, or make available through our services;
- iii) Your violation of any rights of any third party, including but not limited to intellectual property rights, privacy rights, or contractual rights;
- iv) Any unauthorized access to or use of our services or any breach of security related to our services caused by you;
- v) Any interaction, transaction, or relationship between you and any other user or third party facilitated by our services;
- vi) Any claim that your use of our services infringes or misappropriates the rights of any third party;
- vii) Any claim or demand made by any third party due to or arising out of your failure to comply with applicable laws, regulations, or industry standards.

10.2 The terms of this Clause will survive any termination or cancellation of Terms and Conditions or use of the App.

11. SYSTEM REQUIREMENTS

Your desktop/ mobile device should have the following configurations to use our Services:

- i) Supported Resolutions: 1366 x 768+. Best viewed on 1366 x 768 2.
- ii) A working internet connection having HTML supported Web Browsers: Chrome 55+, Firefox 49+, Edge 38+ or Mobile Browsers: Latest version of Chrome, Firefox, Safari Browser
- iii) Compatible device with minimum specifications: Android Operating System version 4.4 (SDK level 16) or higher or iOS 10.0 or higher;
- iv) A web camera or phone camera.

12. PROHIBITED USAGE

12.1 You shall not upload, post, transmit, distribute, or otherwise make available any message or content that:

- i) Is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another person's privacy or rights;
- ii) Infringes upon any intellectual property rights or proprietary rights of any party;
- iii) Contains any malicious code, including viruses, worms, or any other harmful software;
- iv) Promotes or encourages illegal activities or provides instructions for engaging in illegal activities;

- v) Is false, misleading, or deceptive;
- vi) Violates any contractual or fiduciary relationships;
- vii) Contains spam, unsolicited promotions, or unauthorized advertising.

12.2 You shall not engage in any fraudulent or deceptive activities, including but not limited to:

- i) Impersonation of any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- ii) Providing false, inaccurate, or misleading information;
- iii) Engaging in any scheme or practice to defraud or deceive others;
- iv) Conducting any unauthorized transactions or unauthorized use of financial instruments.

12.3 You shall not use the Company's services for any illegal, unauthorized, or prohibited purposes, including but not limited to:

- i) Money laundering, financing of terrorism, or any other illicit activities;
- ii) Fraudulent or unauthorized use of payment instruments, accounts, or financial information;
- iii) Engaging in any activities that may adversely affect the stability, security, or reliability of the services;
- iv) Collecting, harvesting, or storing personal information of other users without their consent;
- v) Engaging in any activity that violates the rights of the Company or any third party, including intellectual property rights.

13. REVIEWS, FEEDBACK, AND SUBMISSIONS

13.1 All the reviews, feedback, suggestions, ideas, or other submissions ("Reviews") provided by you to the Company through its services shall become the property of the Company. By providing Submissions, you grant the Company a non-exclusive, worldwide, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such Submissions in any media or format, for any purpose related to the Company's business.

13.2 You shall provide Reviews provided that are accurate, truthful, and not misleading. You shall not provide any Reviews that contain false, defamatory, or libelous information.

13.3 The Company may use your Submissions in various ways, including but not limited to:- i) improving its services, products, and user experience; ii) publishing reviews, testimonials, or ratings on its website or other marketing materials; iii) responding to your feedback or inquiries; iv) developing new features, products, or services.

13.4 The Company reserves the right, but has no obligation, to use or display your Reviews.

13.5 You hereby grant the Company the right to use names that you submit in connection with any Reviews. You shall be solely responsible for any claims or liabilities arising out of any unauthorized use of third-party materials or information in your Reviews.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 You acknowledge and agree that all intellectual property rights, including but not limited to copyrights, trademarks, patents, designs, trade secrets, and any other proprietary rights related to the Company's services and associated materials, are owned and are the exclusive property of the Company or its affiliates. Nothing contained herein shall be construed as transferring or granting you any part of the ownership or control of the Company's intellectual property.

14.2 You do not have the right to reproduce, distribute, modify, display or create any derivative works from the Company's intellectual property. You may only use the Services of the Company in accordance with the Terms and Conditions.

14.3 You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or in connection with any infringement or alleged infringement of intellectual property rights resulting from your use of the Company's services.

15. TERMINATION

15.1 The Company reserves the right to terminate or suspend your access to the Company's Services, both on App and on website, with or without cause at any time and without prior notice.

15.2 You also have the right to terminate your arrangement with the Company in relation to any of the Services, provided that you discontinue to use the App further.

15.3 The termination of the Services, either by you or the Company shall not absolve you of any liability that may have arisen due to your usage of our Services. The termination shall not cancel your liability to pay in full for the Services used prior to the date of termination.

16. WAIVER

16.1 Any failure or delay by the Company to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

The Company's rights and remedies under these Terms and Conditions are cumulative and not exclusive of any other rights or remedies provided by law.

16.2 The Company's waiver of any breach or default by you shall not constitute a waiver of any subsequent breach or default.

16.3 If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable under any applicable law, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such a modification is not possible, the relevant provision shall be deemed deleted, and the remaining provisions of these terms and conditions shall continue in full force and effect.

17. ASSIGNMENT

17.1 You shall not assign, transfer, or sublicense any of your rights or obligations under these terms and conditions without the prior written consent of the Company. Any unauthorized assignment, transfer, or sublicense shall be null and void.

17.2 The Company may assign, transfer, or delegate its rights and obligations under these Terms and Conditions, in whole or in part, to any third party without your consent.

18. SEVERABILITY

18.1 If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable under any applicable law, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such a modification is not possible, the relevant provision shall be deemed deleted, and the remaining provisions of these terms and conditions shall continue in full force and effect.

18.2 The invalidity, illegality, or unenforceability of any provision in one jurisdiction shall not affect the validity, legality, or enforceability of that provision in any other jurisdiction.

19. DISPUTE RESOLUTION

In the event of any dispute arising out of this Privacy Policy, it shall be settled in accordance with the laws of India and the Courts of Bengaluru, India shall have exclusive jurisdiction.

20. HOW TO CONTACT US

The Website and the App is controlled by Vivamoney Solutions Private Limited having its registered office at Gurgaon, India and its corporate office at BHIVE Workspace, No.467/468, Shri Krishna Temple Rd, Indiranagar 1st Stage, Bengaluru, Karnataka. We are happy to address any of your queries, concerns or questions relating to processing

(including storing, using and deletion) of your information which you can raise by writing to us at chat@vivamoney.in.

For any complaint or issues, you may address them to our Nodal Grievance Redressal Officer at:

Mr. Tanmay Dwivedi

Grievance Officer

Vivamoney Solutions Private Limited

BHIVE Workspace, No.467/468, Shri Krishna Temple Rd, Indiranagar 1st Stage, Bengaluru, Karnataka

gro@vivamoney.in