#### TERMS AND CONDITIONS

#### A. GENERAL TERMS OF USE

(I)Agreement and acceptance.

These terms and conditions, including the Terms of Service, are set forth below ("General Terms of Use"), and an Agreement entered into or accepted by you (defined below) in connection with the Service (collectively the "Terms") will apply. access or use the financial products or services of One Gen Finance Partners Finance "Partners" (including you or any person working for you or your affiliates, if any ("you", "your" or "customer") ( "One Gen Finance Partners", "we" or "us") and/or any third party financial institution of One Gen Finance Partners or a creditor of One Gen Finance Partners ("Financial Partnership Partners"), by accessing them, Interfere/communicate using the One Gen Finance Partners website and related Android and iOS mobile applications, mobile websites or other environments (including call centers) that use the Services (collectively the "Portal").

- 2. Onegen social innovation labs "PARTNERSHIP DEED" (Onegen social innovation labs PVT LTD) is the technology partner to One Gen Finance Partners that operates the Portal on which Services are provided and made available by One Gen Finance Patners and/or its Financial Partners. Onegen social innovation labs PVT LTD also serves as the leading service provider for One Gen Finance Patners and/or its Financial Partners.
- 3. Please read these Terms carefully before accessing the Portal or availing the Services. By using this Portal or availing the Services, you acknowledge that you have read and understood these Terms and agree to be bound by the same, without any limitation or qualification. If you do not agree with these Terms, please do not access the Portal or avail of the Services.
- 4. These Terms are an electronic record in terms of the Information Technology Act 2000, as amended from time to time, and rules framed thereunder ("IT Act"). These electronic records are created by a computer system and do not require a physical or digital signature.
- 5. The information and data made available on the Portal or communicated to you in relation to the Services do not constitute an offer to buy or sell or solicitation of an offer to buy or sell any services in any jurisdiction other than India.

- 6. The headings contained in these Terms are for reference purposes only. Capitalised terms not otherwise defined in these Terms will have the meaning as set out in the Privacy Policy.
- II) Your Representations, Warranties and Commitments.

You are at least 18 years old, an Indian citizen living in India and you can accept these terms. These Terms create legal and binding obligations on you and are binding on you. You certify that you have not faced any financial charges or have been ordered to incarcerate by a court or other authority.

You are not a politically influential person, read General Principles 2016 - Know Your Customer (KYC) Guidelines ("KYC Guidelines"), Anti-Money Laundering Act 2002 as issued by Reserve Bank of India ("RBI").

Your access to the Portal or use of the Services (including the use of the Services for speculative transactions) may not be subject to any legal, regulatory, judicial, administrative or other authority. You agree to use the Services only for the purposes permitted by these Terms and in accordance with applicable law.

# II) Your data.

- 1. By using the
- 2. Portal or the Services, you consent to One Gen Finance Partners collecting and processing information about you/information you provide directly or indirectly through third parties, or to make necessary inquiries to verify your identity in accordance with our terms. Privacy Policy. Please read the Privacy Policy to learn how we collect, process and share your information, including personal information and personal data or information (collectively, "Information"). You also agree to allow and authorize One Gen Finance Partners to share your information with financial partners to provide services at your request. Please note that financial partners will use this information to evaluate, enroll you and/or perform KYC verification and/or other verifications required by law.
- 3. We may also ask you to provide information or data that will allow us to verify your eligibility, which will require you to take steps to verify your rights to your email address. or based on financial or third-party information, or from other sources. Check your information. If we are unable to obtain or verify this information, we reserve the right to terminate, suspend or restrict access to the Services.
- 4. When you provide information to a Financial Partner and/or its Financial Partners, you agree to provide true, accurate, current and complete information. Contact information, exchange rates, bank details, etc. You understand and agree that it is your responsibility to provide accurate information in connection with the Services, including You must use reasonable care to ensure that the information you provide to One Gen Financial Partners or its financial partners is free from errors and inaccuracies.
- 5. We are not responsible for verifying the accuracy of the information you provide.
- 6. Before using the Services, you agree to keep your information current and accurate at all times. It is your responsibility to notify a Financial Accountant and/or his

- financial partner of any changes in the information you provide or other information about you. If you provide the wrong bank account or other information, the funds will be credited/recharged to the wrong bank account provided by you and there is no guarantee that the funds will be returned. By using
- 7. Services, you agree to provide your full consent and cooperation to allow One Gen Finance Partners to personally identify you and collect, process and disclose information about you in accordance with our Privacy Policy to best serve you.
- 8. Your access may be restricted if you do not provide the information and data requested by the Portal, or if the Portal removes the administrative rights required to provide services including protection, preventing fraud, writing and collects money to enter. Otherwise, you cannot do this. can use the services.
- One Gen Finance Partners reserves the right to close, suspend or restrict access to your account on the Portal or the Service if we are unable to obtain or verify the information.
- 10. A Financial Services Company, after obtaining your consent, may ask certain third parties to provide information about you in order to improve your experience on the Portal or to provide some customized services.
- 11. If we need to contact you in connection with the Services, you give express consent to us and our permitted assigns and third-party agents to communicate with you in any way, such as calling, texting, or e-mailing via:a mobile phone or landline number you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours):any email address you provide to us or associated with your Account on the Portal; automated dialler systems and automatic telephone dialling systems;pre-recorded or artificial voice messages and other forms of communications.
- 12. The readability, clarity, accuracy, and promptness of the communications depend on various factors. One Gen Finance Patners will not be responsible for any non-delivery, delayed delivery or distortion of the communication in any way whatsoever.
- 13. You have no objection for sharing your name, mobile number, e-mail ID, PAN and /or such other information, with the One Gen Finance Patners, Financial Partner ,their group companies and/ or its agents, representatives for providing you information on various products, offers and services provided by One Gen Finance Patners and/ or its group companies through any mode (including but not limited to telephone calls, SMS/e-mails, letters, notifications etc.).

V) dont/Do Not Disturb (DND).

To understand and agree to receive newsletters, offers, debits, loans, or any of our current or other services that may be provided in the future, and to provide this information to One Gen Finance Partners, its employees, affiliates, Third Party Representatives, and other authorized service providers.

One Gen. Financial Partners, its employees, partners, third-party agents and service providers. You expressly waive the preferences set forth in the NDNC registration. If you do not wish to receive promotional materials or communications, please contact us at <a href="mailto:help@One Gen Finance Partners">help@One Gen Finance Partners</a>. Let us know your preference finance.

### VI) Log-in to your account.

You must create an account on the Portal ("Your Account") in order to properly use, access and use the Portal and all its functions. You are also responsible for maintaining the accuracy of the information in your account.

You are responsible for maintaining the confidentiality and security of your account credentials, controlling activity on or through your account, and blocking access to your machine or device to prevent unauthorized access to your account. You agree to be responsible for all activities that occur through your

Account. To protect the security of your information, you agree to establish reasonable security procedures and controls to prevent unauthorized access to your account password or other credentials and other information, including password selection. Your credentials include your account number and other user account usernames and passwords that you use to log into your account.

If you have reason to believe that your login credentials are known to others or that your password has been used or used without your consent, you agree to notify us immediately. Any Affiliated Bank is not responsible for any breach of security or unauthorized use of your account.

#### VII) Access to the Portal.

The content on the Portal is for information purposes only. One Gen Finance Patners does not make any promises as to its completeness, timeliness or accuracy. The Information and materials contained in the Portal and in these Terms, are subject to change at the sole discretion of One Gen Finance Patners, without any notice or without any liability to you. One Gen Finance Patners will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which One Gen Finance Patners will endeavour to give at least 4 hours' notice), or (ii) any unavailability caused by circumstances beyond One Gen Finance Patners's reasonable control. While we will try our best to offer you uninterrupted access to the Portal and the Services, One Gen Finance Partners assumes no liability whatsoever for any monetary or other damage or loss suffered by you on account of the delay, failure, interruption or errors in the operation of the Portal.

The Customer support, whether in relation to the Portal or the Services, will be provided from 10 a.m. to 7 p.m. for 5 (five) days a week, except on public holidays.

If you choose to access the Portal from locations other than India, you will do so at your own risk and you would be solely liable and responsible for compliance with applicable local laws and regulations of such location. The mere fact that the Portal can be accessed through the internet by you in a country other than India will not be interpreted to imply that the laws of the said country govern these Terms or use of the Portal. We accept no liability whatsoever, indirect or/ consequential, for or to non-compliance with the Indian penial laws of any country other than India.

Access to the Portal or the Services may be unavailable, delayed, limited or slowed, from time to time, due to the inherent nature of the internet and among other things also due to:servers, networks, hardware failure (including your own computer or mobile), telecommunication lines and connections, and other electronic and mechanical equipment;software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications,

he operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;

"""overload of system capacities; damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;

interruption (whether partial or total) of power supplies or other utility service, strike or other stoppage (whether partial or total) of labour;

governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or

any other cause (whether similar or dissimilar to the above) beyond control of One Gen Finance Patners.

VIII) external links to other websites.

You may not ask others to join or join the site. Links to websites, applications, services or interfaces outside of the Portal are only intended to provide information on matters that may be of interest to you in relation to the Services and any Affiliate Account. has no control over the content of third-party websites.

One Gen Finance Partners does not warrant the content of the websites and/or applications, including the accuracy, completeness, reliability of such websites, or that the websites or their contents are not free from legal claims. trademarks or other infringement of third parties, or that these websites or their content are virus or other virus free. If you choose to access links to third-party websites and/or applications on

Portal, it is at your own risk and comply with all applicable laws and regulations. When you are directed to a website or application interface that is not owned by One Gen Finance Partners, the terms of use or service and privacy policy of that website will apply to you. Please read them carefully before accessing or interacting with such sites. A Gen Finance Partners does not guarantee the accuracy of information on the Internet or third-party sites. A link to this site does not imply endorsement or responsibility for the ideas, ideas, products, information or services offered on this site and does not represent the content of the site.

Conduct on the Portal.

By using the Portal or Services, you agree to comply with the following conditions at all times:

you agree to make use of the Portal for lawful purposes without infringing the rights or restricting the use of the Portal by any third party;

you will not use the Portal for any unlawful or immoral purpose, or engage in any in any unlawful acts or activities that are in violation of, or are contrary to any applicable law or the Terms:

pate in any unlawful acts;

you will not provide false, inaccurate, deceptive or misleading Information;

you will not provide Information belonging to any person other than yourself, unless required expressly under the Terms or for provision of Services;

you will not attempt to collect or track the personal information of others;

you will not use or attempt to access an account that belongs to another person for yourself or on behalf of another person;

you agree not to create multiple accounts, or fraud or fake accounts, with false Information or false identity;

you will not use any device, software, routine, file or other tool or technology, which includes any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage, interfere with or affect functionality or operation of the Portal or the Services, to surreptitiously intercept or expropriate any system, data or Information in connection with the Services or as hosted / available on the Portal, or to effect the operation of any other websites or the internet;

you will not breach these Terms or any other terms or policy that you have agreed to; you will not commit unauthorized use of the Portal and its systems, including but not limited to unauthorized entry into One Gen Finance Patners's systems, misuse of passwords, misuse of any information posted to a site, or interfere with or circumvent the security features of the Portal or any related website, other websites, or the internet; you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure associated with the Portal or the Services, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique; or you will not, or attempt to, modify, adapt, translate or reverse engineer any part of the Portal or re-format or frame any portion of the pages of the Portal.

On the Portal, you will not upload, display, share, host, publish or transmit any Information that:

belongs to another person and to which you do not have a right to such Information; is harmful, offensive, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence; or unlawfully threatening or unlawfully harassing including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act 1986;

infringes any patent, trademark, copyright or any other proprietary rights; harms minors in any way;

any commercial material or content (including solicitation of funds, advertising, or marketing of any good or services);

Information that deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and untrue or misleading in nature;

impersonates another person;

Information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or

violates any law for the time being in force in India. You acknowledge and agree that One Gen Finance Patners is entitled to remove any Information on the Portal that is in contravention of these Terms, or applicable law.

Proprietary rights.

Portal: As between One Gen Finance Patners and Customer, all rights, title and interest in the Portal and any other materials furnished or made available on the Portal, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Portal, including all Intellectual Property Rights (defined below) in each of the foregoing, belong to and are retained solely by One Gen Finance Patners and its licensors and providers (as applicable). Feedback: Customers do and will irrevocably assign to One Gen Finance Patners all evaluations, ideas, feedback and suggestions made by Customer to One Gen Finance Patners regarding the Portal (collectively, "Feedback") and all Intellectual Property Rights in the Feedback, on a worldwide, unconditional, royalty-free, irrevocable and perpetual basis. Where the foregoing assignment is prohibited by law, Customer grants One Gen Finance Patners an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback, as One Gen Finance Patners may determine in its sole discretion. Customer waives and agrees never to assert any rights that by applicable law cannot be assigned/transferred including personal rights or moral rights relating to any Feedback, against One Gen Finance Patners. Customer data: As between One Gen Finance Patners and Customer, all right, title and interest in: (i) the Information, (ii) other information input into the Portal by Customer or its authorized users ("Other Information"), and (iii) all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by the Customer. Information and Other Information are collectively referred to as "Customer Information". Customer grants to One Gen Finance Patners a limited, non-exclusive, royalty-free, worldwide license to use the Customer Information and perform all acts with respect to the Customer Information, as may be necessary for One Gen Finance Patners to operate, maintain and improve the Portal or provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics (defined below). Customer is solely responsible for the accuracy, quality, veracity, integrity, legality, reliability, and appropriateness of all Customer Information. To the extent that receipt of the Customer Information requires One Gen Finance Patners to utilize any account information from a third-party service provider, Customer will be responsible for obtaining and providing relevant account information. One Gen Finance Patners agrees to access and use the Customer Information solely for Customer's benefit and as set forth in these Terms or the Privacy Policy. Aggregated statistics: Notwithstanding anything else in these Terms, One Gen Finance Patners may monitor Customer's (including the authorized users) use of the Portal and the Services and use data and information related to such use and Customer Information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Portal and the Services ("Aggregated Statistics"). As between One Gen Finance Patners and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by One Gen Finance Patners. The Customer acknowledges that One Gen Finance Patners will be compiling Aggregated Statistics based on Customer

Information and information provided by other customers into the Portal. The Customer agrees that One Gen Finance Patners may: (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer. The term "Intellectual Property Rights" means (i) patents and utility models; (ii) copyright and database rights, including moral rights; and (iii) any intellectual property rights, including trademarks, trade names and domain names, or similar proprietary rights. and trade dress and related goodwill, (iv) trade secrets and (v) industrial design rights; For each of the above, includes all registrations, applications for registrations, renewals and renewals of any of the above in any jurisdiction worldwide.

# ndemnity.

You, at your expense, without limitation, will defend, indemnify and hold harmless, One Gen Finance Patners, its affiliates, licensees and its officers, directors, agents and employees from and against all claims, demands, damages, losses, costs and expenses, including attorneys' fees and costs, arising from or relating to: (i) your use or misuse of the Portal or Services; (ii) any claims from any third-party as a result of or in connection with your use of the Portal or the Services; (iii) any violation by you of the Terms; (iii) improper or fraudulent Information provided by you or misuse of the information; (iv) incorrect information that belongs to an unrelated third party provided by you; (v) copyright infringement, defamation, invasion of privacy, trademark infringement or the Privacy Policy; or (vi) any breach of the representations, warranties, and covenants made by you.

One Gen Finance Patners reserves the right, at your expense, without limitation, to assume the exclusive defence and control of any matter for which you are required to indemnify One Gen Finance Patners, including rights to settle, and you agree to cooperate with One Gen Finance Patners for such defence and settlement. One Gen Finance Patners will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. The Customer may, at its own expense, engage separate counsel to advise Customer regarding a claim and to participate in the defence of the claim, subject to One Gen Finance Patners's right to control the defence and settlement.

### One Gen Finance Patners's disclaimers and limitation of liabilities.

- 1. You undertake that you will carefully read the One Gen Finance Patners disclaimers and will strictly comply with it.
- 2. Your use of the Portal will be at your sole risk. The Portal is provided on an "as is" and "as available" basis.
- 3. You agree that One Gen Finance Patners, its affiliates and their respective directors, officers, employees, agents and representatives will in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses, even if we could have

- foreseen the same, or any loss of revenue or profits arising under, relating to or resulting from:
- 4. your access to the Portal and availing the Services;
- 5. your violation of the Terms (including the Privacy Policy);
- 6. your violation of any third-party rights, including Intellectual Property Rights of any third party;
- 7. use or inability to use the Portal or Service;
- 8. any claims from any third parties resulting from or in connection with your use of the Portal or the Services; or
- 9. any data, information or Services purchased or obtained or messages received or transactions entered into, through or from the Portal.
- 10. One Gen Finance Patners will have no liability in this respect. One Gen Finance Patners's sole obligation and your sole and exclusive remedy in the event of interruption in Services or loss of use or access to Services, will be to use all reasonable endeavours to restore the Services.
- 11. One Gen Finance Patners's obligations under these Terms are subject to following limitations:messages that originate from you are deemed to be authorized by you and One Gen Finance Patners will not be required to check its veracity and One Gen Finance Patners will not be liable for processing such messages;
- 12. One Gen Finance Patners will not be responsible for the security of data residing on the server of any third party or on the server of a Customer (i.e. you in the present instance) or a third party designated by you (e.g., a host); and
- 13. One Gen Finance Patners will have no liability for any failure or delay in performing its obligations under these Terms if such failure or delay: (i) results from actions taken by One Gen Finance Patners in reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on accounts; or (ii) is caused by circumstances beyond
- 14. One Gen Finance Patners's control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of force majeure event.
- 15. One Gen Finance Patners does not make, and hereby disclaims, any and all other express, statutory and implied representations and warranties, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, title, quality, suitability, operability, condition, system integration, non-interference, workmanship, truth, accuracy (of any data or information), absence of defects.

#### Miscellaneous.

Grievance Redressal: Any complaint, dispute or grievance in relation to the Portal should be addressed to One Gen Finance Patners, in accordance with One Gen Finance Patners's grievance redressal policy ("Grievance Redressal Policy"). Such complaint, dispute or grievance will be handled as per Grievance Redressal Policy. The name and contact details of the grievance redressal officer of One Gen Finance Patners are provided below:

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# Governing law and disputes resolution system

- 1. These Terms will be governed by and construed in accordance with Indian laws;
- 2. If a dispute arises between you and One Gen Finance Patners, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute, we encourage you to first contact One Gen Finance Patners at https:Xxxxxxxxxx to try resolving your problem directly with us; and
- 3. If the parties are unable to resolve any dispute amicably within 30 days of the notice of such dispute, the dispute will be subject to the exclusive jurisdiction of the courts in pune ,maharastra india

# Changes to the Terms:

Onegen finance patreners may change these Terms from time to time- If makes any changes to these terms that it deems material, One Gen Finance Partners will use reasonable efforts to notify you of such changes, but it is your responsibility to review the terms posted on the Portal from time to time. Time to see if that has changed. Any revision to these Terms will supersede the current version and such revisions will be effective immediately upon posting on the Portal. Continued use of the Portal after notification of the revised Terms or Portal updates will be deemed to have received the above revisions. Transferability: You may not assign or transfer these Terms or any right or interest herein without the prior consent of One Gen Finance Partners. One Gen Finance Partners' rights and obligations under these Terms are freely granted to all One Gen Finance Partners affiliates and/or in connection with any merger, acquisition or sale of assets, by law or otherwise.

All Terms: These Terms are all provisions of One Gen Finance Partners and you refer to and supersede the terms of this Agreement.

Severability: If any part of these Terms is found to be unenforceable, the remainder will remain in full force and effect.

No Waiver: Failure by an Accounts Payable Person to enforce any part of these Terms will not be considered a waiver.

Conflict: In the event of a conflict between the Terms of Use and the Terms of Service, the Terms of Service will prevail. In the event of a conflict between the Terms and Conditions, the Terms will prevail.