

**MONEDO FINANCIAL SERVICES PVT. LTD.**

**TERMS OF USE**

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## **TERMS OF USE**

These terms of use (“Terms of Use”) mandate the terms on which the customers interested in using our products and/or services (“User”) access and register on the website [www.monedo.in](http://www.monedo.in) and any software application owned or operated by Monedo Financial Services Private Limited (hereinafter referred to as the “Company”), collectively referred to as, the “Platform” and the Platform Services (as defined below) provided through the Platform.

Please read the Terms of Use carefully before using or registering on the Platform or accessing any material, information or Platform Services through the Platform. Your use of the Platform or the Platform Services shall signify your acceptance of the Terms of Use and your agreement to be legally bound by the same.

### **PART A – GENERAL TERMS RELATING TO PLATFORM SERVICES**

#### **Services**

You acknowledge that the Platform is a web service that allows you to:

make payment for online purchases;

apply for loans;

confirm your creditworthiness before the loan can be granted;

determine your eligibility for a loan;

manage your loans and make repayments; and

for such other purposes incidental to the above listed uses (collectively, the “Platform Services”).

You acknowledge and agree that furnishing User Details in accordance with the Terms of Use does not imply that the Platform will provide the Platform Services and that the Platform reserves the right to provide Platform Services at its sole discretion. Further, the Platform reserves the right to amend or revise the Platform Services from time to time, at its sole discretion.

#### **Payment Services**

You may be permitted/required to make payments on the Platform. To the extent permitted by applicable law and subject to the Company’s [Privacy Policy](#), You acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information.

In order to make payments online, you undertake to use a valid payment card with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing payment card information, you represent, warrant, and covenant that: (1) you are legally authorized to provide such information; (2) you are legally

authorized to make payments from the payment card account; and (3) such action does not violate the terms and conditions applicable to your use of such payment card account or applicable law. You agree that you are responsible for any fees charged by your mobile carrier in connection with your use of the payment services through your mobile. The Company shall use the payment card information as described in the Company's [Privacy Policy](#).

The Company shall mail a payment receipt to your registered email address and/or send an SMS to your registered mobile number and/or provide an equivalent form of acknowledgment, on completion of a transaction. You may print and save copies of these receipts.

Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using your payment card information or internet banking. Particularly, the Company is not liable for any payments that do not complete because: (1) your payment card or bank account does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit of the payment card account; (2) you have not provided the Company with correct payment card or bank account information; (3) your payment card has expired; or (4) circumstances beyond the Company's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

The Platform shall not be responsible for any unauthorised transactions conducted on our Platform using your payment card or internet banking and shall not be obligated to refund any money to you in such instances unless you immediately report such unauthorized transaction and can substantiate that that such a transaction was without your permission, consent or negligence. However, if you give access to your Account [www.monedo.in](http://www.monedo.in) to third parties who undertake transactions without your knowledge or permission, you shall be responsible for such transactions.

In case of any grievance with respect to the Platform Services, you shall follow the process stipulated in the [Grievance Redressal Policy](#).

## **PART B – GENERAL TERMS RELATING TO PLATFORM**

### **Use of Platform**

Use of and access to the Platform is offered to you upon the condition of acceptance of all the terms, conditions and notices contained in these Terms of Use, along with any subsequent amendments made by the Company at its sole discretion and posted on the Platform.

The Company shall not be required to notify you, of any changes made to the Terms of Use. The revised Terms of Use shall be made available on the Platform. You are requested to regularly visit the homepage to view the most current Terms of Use. It shall be your responsibility to check these Terms of Use periodically for changes. The Company may require you to provide your consent to the updated Terms of Use in a specified manner prior to any further use of the Platform and Platform Services. If no such separate consent is sought, your continued use of the

Platform, following the changes to the Terms of Use, will constitute your acceptance of those changes. Your use of the Platform and the Platform Services is subject to the most current version of the Terms of Use made available on the Platform at the time of such use.

By (i) using this Platform or Platform Services in any way; or (ii) merely browsing the Platform, you agree that you have read, understood and agreed to be bound by these Terms of Use.

### **Eligibility to Use**

The Platform Services are not available to minors (i.e. persons under the age of 18 (eighteen) years) or to such persons who are not competent to enter into contracts or to any Users suspended or removed by the Company for any reason whatsoever. If you do not conform to the above criteria, you shall not be permitted to avail of the Platform Services or use or register on the Platform. You represent that you are of legal age to form a binding contract and are not a person barred from receiving Platform Services under the applicable laws.

The Company reserves the right to refuse access to the Platform or Platform Services to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so.

You shall not have more than one active Account on the Platform [www.monedo.in](http://www.monedo.in). Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to another party or impersonating any other person for the purposing of creating an account with the Platform.

### **User Account, Password, and Security**

In order to apply for products or services on the Platform, you will have to register on the Platform and create an account (“Account”). If you choose to access the Platform on a compatible (handheld) device, you may have to install the application in order to proceed with registration (as and when the application is made available by the Company). You agree to be bound by these Terms of Use irrespective of the device being used to access the Platform. You agree to provide and/or upload the required personal details about yourself, including your name, address, contact details, banking credentials and such other details as may be required on the Platform (“User Details”). You hereby agree that the User Details furnished by you are true and accurate and do not belong to any other person.

You shall ensure and confirm that the Account information provided by you is complete, accurate and up-to-date. If there is any change in the Account information, you shall promptly update your Account information on the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Platform (or any

portion thereof) at its discretion, in addition to any right that the Company may have against you at law or in equity, for any misrepresentation of information provided by you.

You will be responsible for maintaining the confidentiality of the Account information, and are fully responsible for all activities that occur under your Account. You agree to (a) immediately notify the Company of any unauthorized use of your Account information or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this provision. You may be held liable for losses incurred by the Company or any other user of or visitor to the Platform due to authorized or unauthorized use of your Account as a result of your failure in keeping your Account information secure and confidential.

You acknowledge that the Platform Services are not for minors (i.e. under the age of 18 (eighteen) years) and in case your minor children use your Account to avail the Platform Services, then you shall be responsible for such acts and activities of your minor children in connection with any use of the Platform or the Platform Services.

Use of another User's Account information for availing the Platform Services is expressly prohibited.

### **User Representations and Obligations**

Subject to compliance with the Terms of Use, the Company grants you a non-exclusive, limited privilege to access and use this Platform and, avail Platform Services subject to the discretion of the Company.

You agree to use the Platform Services, Platform and the materials provided therein only: (a) for purposes that are permitted by the Terms of Use; and (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines.

You agree to not engage in activities that may adversely affect the use of the Platform by the Company/other users.

You agree not to access (or attempt to access) the Platform and the materials or Platform Services by any means other than through the interface that is provided by the Company. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content [www.monedo.in](http://www.monedo.in), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

You hereby confirm that the User Details uploaded in the Platform belong to you, the User Details are true and accurate and are in accordance with applicable laws.

You hereby confirm and acknowledge that you are of 18 years of age and statutorily authorised to enter into legal and binding contracts.

Further, you undertake not to:

- Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- Engage in any activity that interferes with or disrupts access to the Platform or the Platform Services (or the servers and networks which are connected to the Platform);
- Attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Company server, or to any of the Platform Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;
- Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Platform, to its source, or exploit the Platform or Platform Services or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than your own information, as provided on the Platform;
- Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- Collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section.
- Use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- Use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
- Violate any applicable laws or regulations for the time being in force within or outside India;
- Violate anyone's right to privacy or personality;
- Violate the Terms of Use contained herein or elsewhere; and
- Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- You agree that you are solely responsible to the Company and to any third party for any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which the Company or its affiliates may suffer) for any such breach.

- You agree that the Company may, at any time, modify or discontinue all or part of the Platform, charge, or offer opportunities to some or all Users.

### **Use of Content**

Subject to the Terms of Use, the Company hereby grants you access to view, download and print such Content and documents on the Platform required for availing the Platform Services.

You hereby agree that you shall not (i) modify or alter the Content available on the Platform; (ii) distribute or sell, rent, lease, license or otherwise make any Content/documents available on the Platform available to others; and (iii) remove any text, copyright or other proprietary notices or create copies for purposes of distribution contained in the Content/documents downloaded from the Platform.

The rights granted to you in the Content as specified above are not applicable to the design, layout or look and feel of the Platform. Such elements of the Platform are protected by intellectual property rights and may not be copied or imitated in whole or in part.

Any software that is available on the Platform is the property of the Company. You may not use, download or install any software available on the Platform, unless otherwise expressly permitted by these Terms of Use or by the express written permission of the Company.

### **Usage Conduct**

You shall solely be responsible for maintaining the necessary computer equipment and internet connections that may be required to access, use and transact on the Platform.

### **Intellectual Property Rights**

Subject to Section 8 below, the Platform and the processes, and their selection and arrangement, including but not limited to, all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the “Content”) on the Platform is owned and controlled by the Company and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by applicable intellectual property laws conferring various intellectual property rights on the Company for the Content on the Platform.

The trademarks, logos and service marks displayed on the Platform (“Marks”) are the property of the Company or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Company or the third party that owns the Marks. Except as expressly provided herein, you acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from the Company.

### **Disclaimer of Warranties & Liability**

You expressly understand and agree that, to the maximum extent permitted by applicable law:



The Platform, Platform Services, products, services and other content are provided by the Company on an “as is” basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, the Company makes no warranty that (i) the Platform or the Platform Services or the products will meet your requirements or your use of the Platform or the Platform Services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform, or Platform Services will be effective, accurate or reliable; (iii) the quality of the Platform or Platform Services or products will meet your expectations; or (iv) any errors or defects in the Platform or Platform Services will be corrected. No advice or information, whether oral or written, obtained by you from the Company or through use of the Platform Services shall create any warranty not expressly stated in these Terms of Use.

The Company will have no liability related to any user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content. The Company will not be liable for any loss that you may incur as a consequence of unauthorized use of your Account or account information in connection with the Platform or any Platform Services, either with or without your knowledge.

The Company has endeavoured to ensure that all the information on the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, or Platform Services. The Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond the Company’s control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at your own discretion and risk, and that you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data.

### **Indemnification and Limitation of Liability**

You agree to indemnify, defend and hold harmless the Company and its affiliates including but not limited to its (and its affiliates’) officers, directors, consultants, agents and employees (“Indemnitees”) from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms of Use. Further, you agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Platform or

Platform Services, any misrepresentation with respect to the data or information provided by you, your violation of the Terms of Use, or your violation of any rights of another, including any intellectual property rights.

In no event shall the Company, its officers, directors, consultants, agents and employees, be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with your use of or access to the Platform, Platform Services or content on the Platform.

The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.

### **Violation of the Terms of Use**

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Platform for cause, delist you and block your future access to the Platform if the Company determines that you have violated these Terms of Use. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity.

If the Company does take any legal action against you as a result of your violation of these Terms of Use, the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

### **Termination**

The Terms of Use will continue to apply until terminated by either you or the Company as set forth below. If you object to the Terms of Use or are dissatisfied with the Platform, your only recourse is to

- (i) close your Account on the Platform; and/or
- (ii) stop accessing the Platform.

The Company may, at any time, with or without notice, terminate your Account and/or prevent your use of the Platform or Platform Services, if:

You breach any of the provisions of the Terms of Use or any other terms, conditions, or policies that may be applicable to you from time to time (or have acted in a manner that clearly shows that you do not intend to, or are unable to, comply with the same);

The Company is required to do so by law (for example, where the provision of the Platform Services to you is, or becomes, unlawful or upon receiving request for termination by law enforcement or other government agencies);

The provision of the Platform Services to you by the Company is, in the opinion of the Company, no longer commercially viable or in any way detrimental to the Company, its business or the Platform; or

The Company has elected to discontinue, with or without reason, access to the Platform, Platform Services or any part thereof.

The termination of your Account or prohibition of use of the Platform shall not relieve you of any liability that you may have incurred or may incur in relation to use of Platform Services provided prior to such termination.

The Company shall not be liable to you or any third party for any termination of your Account, prohibition of use of the Platform or your access to the Platform and Platform Services.

If you or the Company terminate your use of the Platform, the Company may delete any content or other materials relating to your use of the Platform or the Platform Services and the Company will have no liability to you or any third party for doing so.

### **Governing Law**

These Terms of Use and all transactions entered into on or through the Platform and the relationship between you and the Company shall be governed in accordance with the laws of India without reference to conflict of laws principles.

You agree that all claims, differences and disputes arising under or in connection with or in relation to the Platform, the Terms of Use or any transactions entered into on or through the Platform or the relationship between you and the Company shall be subject to the exclusive jurisdiction of the Courts at Mumbai, India and you hereby accede to and accept the jurisdiction of such Courts.

### **Communications**

You hereby agree and acknowledge that you shall be bound by the terms of the Company's [Privacy Policy](#) in relation to the User Details provided/uploaded by you as well as any communication that you shall receive from the Company.

You hereby expressly agree to receive communications by way of all forms of messaging services and/or e-mails from the Company relating to the Platform Services provided through the Platform in accordance with the applicable Law.

The Company along with their Lending Service Providers (LSPs)/Partners do not have Digital Lending Apps (DLAs) and thus the provisions of RBI Guidelines dated 02nd September, 2022 for prominently displaying information relating to the Product Features, Loan Limit & Cost etc at the time of onboarding/signing up the borrower is not applicable to the Company.

The Company along with their Lending Service Providers (LSPs)/Partners do not have Digital Lending Apps (DLAs), thus the provisions of RBI guidelines dated 02nd September, 2022 of DLAs to have link of Company's website where further/detailed information about the loan

product, the lender, the LSP, particulars of customer care, link to Sachet Portal, privacy policy, etc can be accessed by the borrower.

You can unsubscribe/ opt-out from receiving communications from the Company through SMS and e-mail anytime by contacting us at [care@monedo.in](mailto:care@monedo.in).

## **General Provisions**

**Notice:** All notices from the Company will be served by email to your registered email address or by general notification on the Platform. Any notice provided to the Company pursuant to the Terms of Use should be sent to [care@monedo.in](mailto:care@monedo.in) with subject line – Attention: TERMS OF USE.  
**Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. The Company’s rights under the Terms of Use are freely transferable by the Company to any third party without the requirement of seeking your consent.

**Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

**Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Company of that provision or right.

## **IP Infringement**

If you believe the Platform or any of the Platform Services violates your intellectual property, you must promptly notify the Company’s agent in writing at [care@monedo.in](mailto:care@monedo.in). These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by you may result in the termination of your access to the Platform. You are required to provide the following details in your notice:

the intellectual property that you believe is being infringed;

the item that you think is infringing and include sufficient information about where the material is located on the Platform;

a statement that you believe in good faith that the item you have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;

Your contact details, such as your address, telephone number, and/or email;

a statement that the information you provided in your notice is accurate, and that you are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and

Your physical or electronic signature.

**RBI Disclaimer**

Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for discharge of liabilities by the company.