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 Lending Service Provider ('LSP') and have a Digital Lending Application ('DLA') that offers a personal loan in partnership with NBFC FincFriends Private Limited which is registered in accordance with applicable laws as a non-deposit taking Non-Banking Financial Company ('NBFC') with the Reserve Bank of India (RBI). We act solely as an agent of, and on behalf of, our lending partner(s) (each a "Lender", being a regulated entity of the RBI). The identity of the Lender in respect of your loan will be disclosed to you upfront at the time of loan sourcing and at every subsequent stage of the loan life cycle, including in the Key Fact Statement, the sanction letter and the loan agreement.

Where we are integrated with more than one Lender, we shall provide you with a digital view of all loan offers matching your request from the Lenders willing to offer you a loan, setting out for each offer the name of the Lender, the loan amount, the tenor, the Annual Percentage Rate (APR), the monthly repayment obligation, penal charges (if any) and a link to the Key Fact Statement, so as to enable you to make a fair comparison. Where any Lender with whom we have an arrangement is unwilling to make an offer to you, that Lender shall also be identified. The content displayed on the App shall be unbiased and objective and we shall not, directly or indirectly, promote or push the product of any particular Lender, nor employ any dark pattern or deceptive design intended to mislead you.
All fees, charges, reimbursements and other consideration payable to us in our capacity as an LSP are paid directly by the Lender and are not, and shall not be, charged to or collected from you separately by us.

The App's goal is to make it easier for users to apply for a personal loan by guiding them through the entire process.

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. In the event of any inconsistency between these Terms and the Key Fact Statement, sanction letter or loan agreement issued by the Lender, the Key Fact Statement, sanction letter and loan agreement shall prevail.

By agreeing to the terms and conditions, you also agree to the Account Aggregator Ecosystem Participation Terms, which can be viewed at https://sahamati.org.in/terms-and-conditions/. These terms govern your use of the Account Aggregator services, and you are requested to review these terms before recording your agreement.

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 prevailing and 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. Provided that any modification which is materially prejudicial to you, or which affects the charges payable by you, shall be notified to you on your registered email or mobile number and shall take effect only prospectively and no earlier than 30 (thirty) days from the date of such notice; and no change to these Terms shall vary the terms of a loan already sanctioned to you, which shall continue to be governed by the Key Fact Statement and the loan agreement. 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

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.

Vivamoney offers personal loan within the range of Rs. 5,000/- (Rupees Five Thousand only) to Rs. 2,00,000/- (Rupees Two Lakhs only) which is transferred to personal bank account indicated by you upon a separate request made by you, within the sanctioned loan limit. The Grace period is up to 51 (fifty-one) days from the date of disbursement made to your verified personal bank account. ("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 a payment every month (EMI). The base period is 20 (twenty) months, and the specific EMI tenure(s) made available to you shall be determined based on your eligibility as assessed by the Company/Partner Institution at the time of disbursal. You will only be permitted to select a loan tenure from among the option(s), if any, for which you are determined to be eligible, and not all tenure options may be available to all users.

All interest, fees and charges applicable to your loan, including the Annual Percentage Rate (APR) and the basis on which the "0% interest" benefit within the Grace Period operates, shall be as set out in the Key Fact Statement and the loan agreement, which shall prevail over this summary description.
Prior to the execution of the loan contract, the Lender shall provide you with a Key Fact Statement ("KFS") in the format prescribed by the RBI, containing, inter alia, the sanctioned amount, the APR, the repayment schedule, all fees and charges, penal charges (if any), the recovery mechanism, details of the grievance redressal officer and the cooling-off period. No charge which is not disclosed in the KFS shall be levied on you at any stage during the term of the loan. Upon execution of the loan contract, digitally signed copies of the KFS, the summary of the loan product, the sanction letter, the terms and conditions and the account statement shall be sent automatically to your registered and verified email address and/or mobile number. You shall have an explicit option to exit the loan within a cooling-off / look-up period of [03] days (being not less than one day) from the date of execution of the loan contract, by repaying the principal together with the proportionate APR, without payment of any penalty. Where you exercise this option, no amount other than the one-time processing fee disclosed in the Key Fact Statement shall be retained.
Your sanctioned loan limit shall not be increased automatically. Any enhancement of the credit limit shall be affected only pursuant to your explicit request, which shall be evaluated and kept on record by the Lender.
All disbursements shall be made directly into your verified bank account, and all repayments and other loan servicing shall be made by you directly into the bank account of the Lender. No disbursement or repayment shall be routed through any account of Vivamoney or of any third party, and Vivamoney neither holds nor

controls the flow of funds between you and the Lender, save that we may facilitate authorised payment channels in accordance with Clause 6.4.

It is hereby clarified that Vivamoney strictly acts as a Lender Service Provider and provides a Digital Lending Application. Its role is solely limited to providing technology and marketing related services to the Partner Institution. Vivamoney does not engage in any lending, credit approval, or underwriting functions, or any decisions thereof. All such functions and decisions remain the sole responsibility of the Partner Institutions.

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 PAN (Permanent Account Number) Card;

iv. You are registered with AADHAR biometric system;

v. Your employment status is either salaried employee or self-employed;

vi. You must earn a minimum salary of Rs.15,000/- (Rupees Fifteen thousand only) per month; or your household income must be a minimum of Rs. 25,000/- (Rs. Twenty-five thousand only) per month;

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 employment and KYC information; such other information as is necessary for the provision of the Services and for compliance with applicable law (collectively referred to as 'Personal Data' herein). By registering an account, you represent and warrant that all information provided by you is true, accurate, and current.

Personal Data collected through the App is need-based, limited to what is necessary for the provision of the Services, and is collected only with your prior and explicit consent, supported by an auditable trail of such consent. The App does not access your mobile phone files, media, contact list, call logs or telephony functions. One-time access may be sought to your camera, microphone, location or such other facility as is necessary solely for the purpose of onboarding and KYC, and only with your explicit consent. We do not collect or store your biometric data save to the extent expressly permitted under applicable statutory guidelines. All Personal Data collected is stored only on servers located in India.
You may at any time give or deny consent for the use of specific Personal Data, restrict its disclosure to third parties, specify data retention, revoke consent already granted, and require us to delete or forget the Personal Data collected, in the manner set out in the Privacy Policy. Denial or revocation of consent may limit or prevent our ability to provide some or all of the Services but shall not affect the validity of a loan already availed by you or of any processing required to be undertaken under applicable law.

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 analysing your credit worthiness.

Lending done through the App shall be reported by the Lender to all Credit Information Companies, irrespective of its nature or tenor, in accordance with the Credit Information Companies (Regulation) Act,

2005. Your usage of the App and the execution of the loan agreement between you and the Partner Institutions 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 and all information, including Personal Data, 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 accept the Privacy Policy it being clarified that your consent is revocable in the manner set out and in 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 In the event your loan application is rejected by the Company's Partner Institutions, we may share your personal information with our partnered Lending Service Providers ('LSP') and/or Digital Lending Apps ('DLA") for assessment of your eligibility for their products, provided that such sharing shall take place only where you have given separate, specific and prior consent for that purpose at the time, which consent you may decline or subsequently withdraw at any time without any consequence to your existing or future applications with us. Details of the categories of recipients shall be made available to you before such consent is sought.

5.6 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 receiving 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. Marketing and promotional communications shall be sent only where you have separately consented to receive them, and you may opt out of such communications at any time, without any effect on the Services or on any loan availed by you.

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 and retained only for such period as is necessary for that purpose.

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 to any third parties not connected with the App, except as mentioned in Clause 5.5 of the Terms.

6.4 Additionally, you may be contacted by our authorised collection agents or agencies through various communication channels regarding your outstanding payments. Where a recovery agent is engaged in respect of your loan, the particulars of the recovery agent authorised to approach you shall be communicated to you by the Lender by email or SMS before the recovery agent contacts you, and the same particulars shall also be made available on the App. Recovery communications shall be made only between 08:00 hours and 19:00 hours, shall be in a civil manner, and shall not involve any harassment, intimidation, humiliation, use of abusive or threatening language, persistent calling, or any communication with your relatives, friends, employer or colleagues except as permitted by law. We/authorized collection agents/agencies may provide you with payment links for facilitating repayments. To ensure security of your transactions, please make sure to verify that any payment link provided, directs you to a Razorpay URL beginning with https://razorpay.com/payment-link/. Should you have any concerns about the authenticity of a payment request or receive a link that does not follow this format, please contact us at chat@vivamoney.in immediately.

6.5 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 in relation to the servicing of, and communications arising out of, the Services or any loan availed by you. This confirmation does not extend to unsolicited commercial or promotional communications, in respect of which your registration under the National Do Not Call Registry and the TRAI Telecom Commercial Communications Customer Preference Regulations, 2018 shall continue to apply and may be exercised by you at any time.

7. DISCLAIMER FOR THIRD PARTY COMMUNICATIONS

7.1 Our Services may integrate or provide links to third-party services, applications, websites, partner LSPs and/or DLAs, 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:

i. Copy, modify, distribute, sell, lease, sublicense, or otherwise exploit the App or any part thereof;

ii. Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App, except to the extent expressly permitted by applicable law;

iii. Remove, alter, or obscure any copyright, trademark, or other proprietary notices incorporated in or displayed by the App;

iv. Use the App for any illegal, unauthorized, or prohibited activities;

v. 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;

vi. 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;

vii. Use the App to transmit or distribute any viruses, malware, or other harmful or disruptive code;

viii. Attempt to gain unauthorized access to the App or any related systems or networks; or

ix. 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 We reserve the right to block, suspend, or terminate your access to the Services, in entirety or in part, at our sole discretion and in accordance with our internal policies, without prior notice. Our internal policies are subject to modification, amendment, or withdrawal, in full or in part, at any time and without prior intimation. If your account or access to Services is blocked, suspended, or terminated, you may contact us at chat@vivamoney.in for further assistance. Provided that, save in cases of suspected fraud, breach of applicable law, or an order or direction of a court, regulator or other competent authority, we shall give you reasonable prior intimation and, upon your written request, the reasons for such action. Blocking,

suspension or termination shall not affect your rights or obligations under any loan already availed by you, and you shall in all events continue to have access to your loan account statement, a means of making repayment, the Key Fact Statement and loan documents, and the grievance redressal mechanism.

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 Nothing in these Terms shall exclude or limit the liability of the Company for fraud, gross negligence or wilful misconduct, or any liability which cannot lawfully be excluded or limited, including any liability arising under the Digital Personal Data Protection Act, 2023 or under directions issued by the Reserve Bank of India. Nothing in these Terms shall be construed as diluting the responsibility of the Lender for our conduct as its Lending Service Provider, or your right to seek redressal.

9.3 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, royalty-free, 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, provided that your name shall be used in any public-facing testimonial or marketing material only with your separate prior consent, which you may withdraw at any time. 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. Termination by you shall be without prejudice to your right to exit a loan during the cooling-off period under Clause 2, and to your right to require deletion of your Personal Data under Clause 3, subject to any retention required under applicable law.

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.

17. MONITORING

All transactions of suspicious nature and/or any other type of transaction notified under The Prevention of Money-Laundering Act, 2002, shall be reported to the appropriate law enforcement authority, as the same reaches our knowledge. Reporting under the Prevention of Money-Laundering Act, 2002 in respect of your loan is undertaken by the Lender as the reporting entity; we support the Lender in that function as its Lending Service Provider.

18. ASSIGNMENT

18.1 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.

18.2 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, , provided that any such assignment, transfer or delegation shall not diminish your rights under these Terms, the Key Fact Statement or the loan agreement, and any transfer of your Personal Data pursuant thereto shall be effected only in accordance with the Privacy Policy, the Reserve Bank of India Directions and the Digital Personal Data Protection Act, 2023.

19. SEVERABILITY

19.1 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.

19.2 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.

20. DISPUTE RESOLUTION

In the event of any dispute arising out of these Terms, it shall be settled in accordance with the laws of India and the Courts of Bengaluru, India shall have exclusive jurisdiction. Nothing in this Clause shall preclude you from availing the grievance redressal mechanism, including escalation to the Reserve Bank of India, or from exercising any right or remedy available to you under applicable law which cannot be excluded by agreement.

21. 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 Road, Indiranagar 1st Stage, Bengaluru, Karnataka - 560038. 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. Syamprasad Reddy

Nodal Grievance Redressal Officer

Vivamoney Solutions Private Limited

BHIVE Workspace, No.467/468, Shri Krishna Temple Rd,

Indiranagar 1st Stage, Bengaluru, Karnataka - 560038

gro@vivamoney.in

Complaints will be acknowledged and, so far as possible, resolved within 30 (thirty) days of receipt. The name, designation, address, contact number and email address of our Nodal Grievance Redressal Officer are also displayed prominently on the App, on our website and in the Key Fact Statement.

If you are not satisfied with the resolution of your complaint, or if your complaint is rejected wholly or partly, you may escalate it to the Grievance Redressal Officer of the Lender, whose name and contact particulars are set out on the App, on the Lender's website and in the Key Fact Statement.

If (a) your complaint is rejected wholly or partly by us or the Lender, (b) you are not satisfied with our or the Lender's reply, or (c) you do not receive a reply within 30 (thirty) days of lodging your complaint, you may lodge a complaint on the Reserve Bank of India's Complaint Management System at https://cms.rbi.org.in under the Reserve Bank – Integrated Ombudsman Scheme, 2026, within 90 (ninety) days of the date on which the said 30 (thirty) day period expires or the date of our (or the Lender's) last communication to you, whichever is later.

Details of Vivamoney as a Lending Service Provider, of the Digital Lending Application operated by us, and of the activities we undertake, are disclosed on the website of the Lender. Our own website correspondingly discloses the Lender(s) on whose behalf we act.