

## ALPASARA FINANCIAL SOLUTIONS PRIVATE LIMITED WEBSITE TERMS OF USE AGREEMENT

BEFORE REGISTERING WITH US, YOU SHOULD CAREFULLY READ THE TERMS PROVIDED ON THE WEBSITE WHICH ARE APPLICABLE TO ALL SERVICES ON THE WEBSITE AND ALSO THE PRODUCT-SPECIFIC CONDITIONS AND RULES APPLICABLE TO SPECIFIC OFFERINGS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THIS SITE IMMEDIATELY.

The following are terms of use (the "Agreement") between you and Alpasara Financial solutions Pvt. Ltd., its subsidiaries, and affiliates, and their respective officers, gents, partners and employees (AFSPL) that sets forth the terms and conditions for your use of this web site (the "Site"). The site is owned and operated by AFSPL as an online facilitation platform. This site is being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the Site, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement will govern all contractual relations between you and AFSPL.

AFSPL reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised agreement on the site. You should check this Agreement periodically for changes. All changes shall be effective upon posting on the Site. Your continued use of the site after any change to this agreement constitutes your agreement to be bound by any such changes. AFSPL may terminate, suspend, change, or restrict access to all or any part of this site without notice or liability. You are only authorized to use the services (as defined below) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the AFSPL website and discontinue use of the services immediately.

**SERVICES** AFSPL provides you with access to a variety of resources ("services") which comprises of web space and includes general information, message and/or communication facilities, downloads, and calendars, etc and may include a members only section that can be accessed only by AFSPL staff and members. The services, including any updates, enhancements, new features and/or the addition of any new web properties, are subject to this Agreement.

**Nature of Activity** The AFSPL online trading platform which facilitates the introduction of individuals ("User") desirous of extending small amounts of credit to individual(s) wishing to avail such credit ("End User") at a rate of interest which is negotiated and agreed between the User and End User. AFSPL is paid a fee ("Introducer's Fee") by both the User and End User in consideration for the use of its Services. AFSPL agrees to project reasonable and limited information with respect to the End User's nature and style of business on the Platform, with a view to facilitate the introduction of User and End User. These principles regulate the relationship between AFSPL, User and End User. The relationship between Users and End Users is also regulated by this Agreement except in relation to the credit finance, which is regulated by a loan agreement which shall be negotiated and executed between the User and End User ("AFSPL Members"). AFSPL is not a party to any loan

contracts between AFSPL Members and expressly disclaims any liability that may arise in respect of any claim, suit or proceeding that may be instituted by any User or End User against the other Party. You agree that AFSPL

is not a party to the loan agreement entered into between you and the other AFSPL Member using the facilities available to you by AFSPL. AFSPL will not be a party to any litigation that may ensue between the user and end user.

AFSPL is not a bank or a non-banking financial institution. It does not have a banking licence, nor is it regulated by the Reserve Bank of India or any other regulatory body for banking, finance or insurance. AFSPL is a service

provider which uses an interactive medium to facilitate eligible Users and End Users to enter into a financial arrangement. AFSPL does not accept deposits, nor does AFSPL guarantee any interim interest payments to Users during the period in which the loan amount is awaiting an End User. All such amounts shall bear no interest until such an amount has been availed as a loan by the End User. All recommendations (such as the medium of payment) by AFSPL are to be taken as mere suggestions and not as endorsements.

### **Listing:**

**End User** Any requirement or request for finance shall be made by you by making a listing ("Listing"), containing the details of your requirement, amount and purpose of the credit finance from your account on the

website. You undertake, warrant and represent that any information provided by you in your Listing, and in particular each statement that you make in any Listing, is true and accurate in each and every respect. If your Listing is not the subject of sufficient Listing Offers (defined below) to fully fund your requested total listing amount within the time stipulated for the termination of that Listing, then AFSPL shall at its sole discretion be entitled to remove your Listing.

By posting a Listing, you are offering to enter into a loan contract with a User who meets your [Credit] criteria. Each Listing is open to be accepted by a User until the requirement is fully-funded. A Listing cannot be withdrawn.

AFSPL will maintain and display a virtual account (“Account”) in respect of your Listing. When a User makes a

Listing Offer in relation to your Listing, the details of the User along with the amount of the Listing Offer shall be displayed in your Account. You may enter into agreements with one or more Users for the whole or part of the amount you wish to avail. AFSPL does not ensure or guarantee that you will find the suitable or the requisite

number of Users for the entire amount you wish to avail. If your listing is unable to secure corresponding listing offers for your entire amount, your Listing may be removed by AFSPL at its sole discretion.

**User** As a User, you may make a listing offer in respect of any Listing displayed on the AFSPL website. You acknowledge and agree that you are relying solely on End User information in his or her Listing (particularly information relating to whether or not the End User is able to afford to repay the total loan amount requested), in

order to decide whether or not to make a listing offer; you are expected to conduct your own verification in respect of the credit facility. AFSPL will not be responsible for the authenticity, veracity or genuineness of the listing offer and does not guarantee repayment of the finance. AFSPL does not ensure or guarantee that you will find a suitable Listing in respect of your listing offer. You understand and agree that you will not involve AFSPL in any litigation or claim in relation to the contract agreed to or entered into between the User and the End User.

**Eligibility Criteria** You agree that you are an “Eligible User” and are not a “lender” under the provisions of the Moneylenders Act, or any other provision of law regulating lenders within India. For the purposes of this clause,

an “Eligible User” means a person who:

<b>a.</b>	an individual who is eligible to lend in India, this includes a resident of India and a person designated as a non-resident Indian, whom do not hold money lenders licenses.
<b>b.</b>	Is a natural person above the age of 18 years or an artificial person being a company, partnership, association of persons, society or a trust not being a bank, financial institution, or a non-banking financial institution, or has any direct or beneficial interest in a bank, financial institution, or a non-banking financial institution in any manner, and which does not engage in the business of lending as its primary activity;
<b>c.</b>	A person, not being a person who has been involved, or is connected with any unlawful activity;
<b>d.</b>	A person who is either a salaried employee, self-employed person, independent professional or is engaged in any other occupation or profession for profit or otherwise, but does not carry on the business of lending as a profession

The eligibility of a User or an End User may be altered or modified by AFSPL at any time at its sole discretion to include additional classes of users or restrict the classes of existing users without intimating you. If you are a “lender” within the purpose of the Money Lenders Act, you shall disclose the same to AFSPL, and provide details of your license as and when required by AFSPL. If you fail to disclose the above details, AFSPL will have the right to immediately terminate your account.

To ensure that these Eligibility Criteria are always maintained, AFSPL reserves the right to limit the amount of the finance or the number of grants made by a User. This may be done using various controls, such as suspending account activity, intimating the User, or removing the User from the list of Users available to the End Users.

**Communication/Notices** You agree that all notices relating to the use of AFSPL’s website shall be sent to your account with AFSPL, unless specifically requested in writing by you. AFSPL shall not be liable for any indirect,

special or consequential loss or damage, including loss or damage arising out of or in connection with lost data,

lost profits, damage to goodwill or business interruption, any delay or failure to perform its own obligations under these principles due to circumstances beyond our own control or non-delivery of any communication if the same is not delivered on account of unauthorized tampering with the settings relating to such communication.

**Confidential Information** You agree to provide your identification and relevant financial information to AFSPL for the purpose of verification of your identity and financial soundness. You further understand and agree that there are no data protection laws in India for protecting your information on the Internet, and therefore, you or AFSPL may not be in a position to prevent the unauthorized dissemination of your confidential information on AFSPL's website.

In order to aid the process of granting finance to eligible End Users, AFSPL may also rate its End Users on the basis of various parameters, such as creditworthiness, purpose of finance, existing and/or outstanding loans/advances and repayment history. Such details will be displayed on AFSPL's website. However, any such information is offered as a value added service and AFSPL takes no liability for the accuracy of the information posted. Therefore, you are requested not to rely on any such rating system in place and conduct your own verification before agreeing to enter into any financial transaction with an End User. AFSPL is not a Credit Information Company under the provisions of the Credit Information Companies Act, 2005.

**LIABILITY LIMITATIONS AND DISCLAIMERS**

I)	AFSPL SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION WHICH COULD BE ATTRIBUTABLE TO A DEFAULT OF ANY OTHER PERSON OVER WHICH AFSPL DOES NOT EXERCISE CONTROL, INCLUDING WITHOUT LIMITATION ANY ERROR OR FAILURE OR INABILITY OF THE NETWORK SERVICE PROVIDER OR ANY FAILURE OF ANY PERSONNEL OF THE CLIENT; PROVIDED, HOWEVER, THAT THE COMPANY SHALL BE FULLY RESPONSIBLE FOR ALL ACTS OR OMISSIONS OF ITS SUBCONTRACTORS OR OTHER ASSIGNS.
II)	AFSPL SHALL NOT BE LIABLE FOR ANY INABILITY TO RENDER ANY OF THE SERVICES BY REASON OF ANY FAILURE, DELAY OR INABILITY OF THE USER AND/OR END USER TO AGREE ON TERMS AND CONDITIONS FOR THE LOAN AGREEMENT.
III)	AFSPL AND THE USER AND END USER AGREE THAT THE USER AND END USER 'S SOLE REMEDY AND THE AFSPL'S SOLE LIABILITY TO THE USER AND END USER FOR ANY DEFECT IN THE PLATFORM AND FOR ANY OTHER CLAIM ARISING IN CONNECTION WITH THIS DEFECT SHALL BE THE CORRECTION OR REPAIR OF SUCH BREACH OR DEFECT OR THE REPLACEMENT OF THE DEFECTIVE OR NON-ONFORMING PORTION OF THE PLATFORM.
IV)	THE REMEDIES PROVIDED IN THIS SECTION SHALL BE THE USER'S AND END USER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE TERMS OF USE, MADE OR SUFFERED BY THE USER AND END USER OR OTHER PARTY WHETHER UNDER CONTRACT OR OTHER LEGAL THEORY.
V)	IN NO EVENT SHALL AFSPL OR ITS LICENSORS BE LIABLE FOR SPECIAL, EXEMPLARY , INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USER'S AND END USER'S USE OF THE PLATFORM, WHETHER OR NOT AFSPL OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
VI)	NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF USE, AFSPL'S AGGREGATE LIABILITY TO THE USER AND END USER FOR ANY DAMAGES SHALL NOT EXCEED THE AMOUNT OF TOTAL INTRODUCERS FEES RECEIVED BY AFSPL FROM THE USER AND END USER; PROVIDED, HOWEVER, THAT THIS LIMITATION ON THE AGGREGATE LIABILITY OF AFSPL SHALL NOT APPLY TO DAMAGES SUFFERED OR AMOUNTS OWED BY AFSPL TO THE USER AND END USER AS A RESULT OF ANY UNAUTHORIZED ACCESS, DISCLOSURE OR USE OF USER'S AND END USER'S CUSTOMER INFORMATION.

In no event shall AFSPL, its agents, or anyone else who has been involved in the creation, production, or delivery of these pages, be liable for any direct, incidental, or consequential damages resulting from the use of this website or any linked site.

AFSPL uses its best endeavor to ensure the confidentiality and secrecy of user information and authorization. If the authorization code has been lost, misplaced, or revealed to another person, AFSPL should be immediately intimated of the same, failing which, you may be liable for the following consequences:

i)	Honouring any instruction given through your account using your authorization or identification code;
ii)	Any alteration, deletion or dissemination of your confidential information about you in the account/profile maintained by you on AFSPL;
iii)	Any unlawful act or authorization carried out using the stolen identification and authorization codes.

AFSPL shall not be liable for any loss or damage arising out of or in connection with:

i)	any error or inaccuracy in the data entered by you or any other user;
ii)	any negligence, breach of contract, misrepresentation or willful misconduct in relation to the loan contracts or other uses of the online trading platform.

Waiver Failure by AFSPL to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

**External Links** The online trading platform contains links to other Internet sites and telephone numbers for Services provided by other service providers. The availability of such third party sites, services or material does not constitute any form of recommendation, advice, endorsement or publication of any such third party sites, services or material and AFSPL is not responsible for their availability or content. Links to other websites are provided by AFSPL as a convenience to its users. AFSPL is not responsible for the materials contained at any website linked to this site.

**Unlawful Or Prohibited Use** As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by or under any law, rules, orders, regulation, notification or circular issued by any local or governmental body in India, or these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any AFSPL website, or interfere with any other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services, computer systems or networks connected to any AFSPL server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

This service is available only to both residents of India and non-resident Indians, above the age of 18 years of age. AFSPL does not intend to offer the Services to persons or entities outside India where such Services would be in contravention with applicable laws and regulations. Non-residents are required to understand the lending restrictions which are applicable, as stated on the website of th

Reserve Bank of India ( <http://rbi.org.in/home.aspx> ).

**Use of Communication Services** You agree to use the Services only to view and post messages and material that are directly related to the object and purpose of this online platform and not to directly to indirectly do the following acts:

1)	Use the communication services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
2)	Advertise or offer to sell or buy any goods or services.
3)	Publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
4)	Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
5)	Provide links to files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
6)	Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

7)	Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
8)	Restrict or inhibit any other user from using and enjoying the communication services. Violate any code of conduct or other guidelines which may be applicable for any particular Service.
9)	Harvest or otherwise collect information about others, including e-mail addresses.
10)	Violate any applicable laws or regulations.
11)	Create a false identity for the purpose of misleading others or for gaining or granting otherwise unavailable credit.
12)	Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the communication services or other user or usage information or any portion thereof.

AFSPL reserves the right to review materials posted to the Services and to remove any materials at its sole discretion. If AFSPL discovers any act or omission that is in contravention to the above prohibited acts, it reserves the right to terminate your access to any or all of the Services at any time, without notice, for any reason whatsoever and take legal action against you under the applicable laws.

Always use caution when giving out any personally identifiable information in any Services. AFSPL does not monitor and is not responsible for what you or other users post, display, upload, publish transmit or share on the online trading platform and is not responsible for any content that breaches or is of a kind that might breach any provision of this Agreement or any law in force within India. AFSPL is not responsible for the conduct, whether online or offline, of any user or other user of the online trading platform, therefore, AFSPL specifically disclaims any liability with regard to the content, Services and any actions resulting from your participation in any communication services. However, AFSPL has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site, or to protect itself or other users of the Site or take any action it may deem fit for the general interest of the users and the purpose of this Site.

**Intellectual Property** AFSPL is the absolute owner of all intellectual property on this Site, including but not limited to copyright with respect to text, data, articles, design, source code, software, photos, images and other information (collectively the "Content"), any service marks, product names, trademarks, symbols, design, logos, graphics and the layout of the Site. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the AFSPL trademarks displayed on this Site, without our prior written permission. You may not, without the prior permission of AFSPL, copy, reproduce, distribute, republish, display, post or transmit in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise. You may not engage in production of any derivative works based on any Content or marks which belong to AFSPL. You may not, directly or indirectly, refer or use the Content by linking or framing, or in any networked computer environment for any purpose, is prohibited without AFSPL's prior written approval. You also may not, without AFSPL's express written permission, "mirror" any material, or engage in phishing. Any unauthorized use of any Content on this Site may violate copy right laws, trademark laws, the laws of privacy and publicity, and communications statutes and regulations.

All remarks, discussions, ideas, concepts, know-how, techniques, graphics or other submissions communicated to AFSPL through this Site (collectively, "Submissions") will be deemed and remain the property of AFSPL, and AFSPL is entitled to use any Submission for any purpose, without restriction or compensation to the individual who has provided the Submission. AFSPL shall not be subject to any obligations of confidentiality regarding Submissions except as expressly agreed by AFSPL or as otherwise required by applicable law.

**Access to Information** You hereby agree to grant access to AFSPL of the loan agreement, and any terms or conditions agreed upon between the User and the End User, and any information related to the finance, repayment details, and other details of the transaction entered into between AFSPL Members. This information will be solely used for the purpose of formulation and display of a rating system for the End Users. You agree that you have no objection to the display of your information on AFSPL's website for the purpose of rating you as an End User, for enabling you to procure finance for another purpose. AFSPL also reserves the right to use your information in order to promote the Services offered by AFSPL or use the same in an advertisement or in a survey or in an assessment of performance of AFSPL's Services.

AFSPL assures that your information will not be used for any purpose other than those specified under this Agreement. However, this expressly excludes any disclosure of your information in the following circumstances:

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| i) | On being called upon to do so by any local, municipal or governmental agency by law |
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ii)	When any issue directly relating to the provision of services is made by any third party is called upon or tested in any court of law
iii )	When required by any officer In the course of any investigation, proceeding, finding, inquiry, or committee whether or not related to the purpose of maintaining an online platform

**Indemnity** AFSPL is not liable for any false or misleading information uploaded by any user on the website. AFSPL expressly disclaims liability for any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information or any violation of any copyright, trademark, patent, trade secret, or other proprietary right of any party or the use of the website in any manner not consistent with the object and purpose of the website and this Agreement. You agree that you will indemnify and save and render harmless AFSPL and its subsidiaries, and affiliates, and their respective officers, agents, partners and employees from and against all direct and indirect and/or incidental consequences, damages, losses, claims, suits and proceedings arising from

i)	Any false, misleading or incorrect information provided by you or any person purporting to be you, unless you have notified us of any actual or suspected unauthorized use
ii)	any wrongful act or omission on your part or the use of the website for any purpose other than those laid down under this Agreement
iii )	Any breach of any of the terms of this Agreement

**Disputes** Any complaints relating to the use of AFSPL's website will be first directed towards the customer care team at AFSPL, which will make best efforts to resolve the issue. If the customer care team is unable to resolve the issue within 10 business days within receipt of the complaint to customer care, you shall, after giving AFSPL 30 days notice to AFSPL, refer the dispute to the relevant Consumer Court.

**Jurisdiction** This Agreement shall be construed and interpreted in accordance with the laws of India and the courts and tribunals in Pune shall alone have the jurisdiction thereof.

**Termination** You may terminate your account with AFSPL at any time by a written request, or by an e-mail subject to any End User wishing to terminate this Agreement repaying all outstanding credit facilities inclusive of interest back to the User. AFSPL may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Site at any time, with or without cause, in AFSPL's absolute discretion and without notice. AFSPL shall have the right to terminate your account upon the discovery of any fraud with respect to you or your account or upon your death, insolvency, or voluntary loan arrangement with a non-user. AFSPL shall have the right, upon reasonable suspicion of any unlawful or fraudulent activity with respect to your account, report the same along with details of your account to any investigation authority. Your account will automatically expire without any further action upon the non-payment of the Introducer's Fee. Any further extensions and renewal will be subject to the terms and conditions of this Agreement, unless otherwise agreed by AFSPL, the terms of which shall be specifically reduced in writing by the parties.

The sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site, shall survive the termination of this Agreement.

**Severability** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.