

Terms & Conditions for User:

1. INTRODUCTION:

These User Terms & Conditions ("Terms", "User Terms or "T&C") govern your access to and use of the website <https://paisa24finance.com/>, the Paisa24 Finance digital lending platform and any other digital interface, application, software, webpage or service made available under the brand name "Paisa24 Finance" (collectively, the "Platform").

The Platform is operated by Barota Finance Limited, a company incorporated under the Companies Act, 2013 and a Non-Banking Financial Company ("NBFC") registered with the Reserve Bank of India ("RBI") (hereinafter referred to as "BFL", "Company", "we", "us" or "Lender", as the context may require). BFL is the lender in respect of loan facilities sanctioned and disbursed by BFL through the Platform.

By accessing, browsing, registering on or otherwise using the Platform, or by applying for or availing any financial product or service through the Platform, you agree to be bound by these Terms, the applicable loan-specific terms and conditions, the Privacy Policy and other applicable policies, disclosures and documents made available to you.

Please read these User T & C carefully before using this Website and/or Application.

These Terms constitute an electronic record and are published in accordance with applicable law.

The Terms are generated electronically and do not require a physical signature for their validity, subject to applicable law and the nature of the transaction. You may accept these Terms electronically by clicking, selecting, ticking, tapping or otherwise providing your consent through the Platform or through any permitted electronic mode. Your electronic acceptance, including acceptance through an OTP, electronic signature, click-wrap, checkbox or other legally recognised electronic authentication mechanism, may constitute your agreement to these Terms and the relevant transaction documents. The Information Technology Act, 2000 recognises electronic records and provides legal recognition to contracts formed through electronic means, subject to applicable law.

2. DEFINITIONS:

For the purposes of these Terms:

a. "Applicant" or "User"

Means any individual who accesses the Platform, registers with the Platform, submits an application, requests information or otherwise uses the Services.

b. "Borrower"

Means an Applicant to whom BFL has sanctioned and/or disbursed a loan facility.

c. "Lender" or "BFL"

Means Barota Finance Limited, being the regulated NBFC and lender providing the applicable loan facility.

d. "Paisa24 Finance"

Means the digital lending platform and brand operated by BFL, including the Website and associated digital interfaces.

3. TERMS OF USE:

Your use of this Website is subject to the following terms of use:

- a) The content of the pages of this Website is for your general information and use only. It is subject to change without notice. Unauthorised use of this Website may give rise to a claim for damages and/ or be a criminal offence.

- b) The service statements on this Website are for general description purposes only. The information contained in this Website should not be viewed as an offer to sell or as a solicitation to purchase any of our Services. Furthermore, not all Services are available in every state or region.
- c) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- d) The Website may contain links to other third party sites. Such sites will contain their own separate terms and conditions. Your access to and use of these interactive sites will require acceptance of these separate terms and conditions.
- e) You agree to use the Website only for lawful purposes. You agree not to take any action that might compromise the security of the Website, render the Website inaccessible to others or otherwise cause damage to the Website or the content therein. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use the Website in any manner that might interfere with the rights of third parties.
- f) This Website uses cookies to monitor browsing preferences.
- g) We make no warranties or representations about this Website or any of its content. **Paisa24 Finance** is not responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or the transmission of a computer virus, suffered in connection with the use of this Website. Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.
- h) Except as expressly stated herein, no material provided on the website may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of the Company.
- i) Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- j) Any violation of these User T & C may result in legal liability upon you. Nothing in these User T & C should be construed to confer any rights to any third party or any other person. Your use of the Website means you are consenting to this User T & C and agree to be legally bound by it.
- k) You acknowledge and agree that nothing in these User T & C shall have the effect of transferring the ownership of any copyrights, trademarks, service marks, trade names or other proprietary rights in the Website or Application or any other Material or any part thereof to you or any third party.

4. PROHIBITED USE:

- a) As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these User T & C or by any domestic or international laws, statutes, ordinances and regulations. Your use of Website is your responsibility.
- b) You shall not, display, upload, modify, publish, transmit, update or share any information on the Website, that –
- c) Belongs to another person and to which you do not have any right;
- d) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner;

- e) Involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming” or unsolicited commercial advertisement;
- f) Harm minors in any way;
- g) Infringes any patent, trademark, copyright or other proprietary rights;
- h) Violates any law for the time being in force;
- i) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- j) Impersonate another person;
- k) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

5. TRADEMARKS:

“Paisa24 Finance” word mark are applied for registration of Trademark of Barota Finance Limited. Nothing contained in the Website should be construed as granting, by implication or otherwise, any license or right to use these marks without express written permission of Company.

6. REGISTRATION AND ACCOUNT SECURITY:

You may use the Website/Mobile app without registration however, to avail the services of the Website/app you may be requested to create an account or you can login any other third party service account permitted by the Website. In the event you wish to create an account with us you may do so by completing the registration process. You agree to

a) provide true, accurate, correct and complete information as prompted by the applicable registration form

b) maintain and update true, accurate, correct and complete information provided by you during the registration process. You may be required to choose a password and user name. You are solely responsible for maintaining the confidentiality of your password and account. If at any time Company believes that your account and password is being misused in any manner, or that the information provided by you during the registration process is not true, inaccurate or incomplete the Company reserves the right to cancel your account and block your access to Website.

You are entirely responsible for any and all activities that occur under your account. You agree to notify the Company of any unauthorised use of your account or any breach of security. Company will not be held liable for any loss that you may incur as a result of someone else using your password or account or your failure to comply with this section.

7. THIRD-PARTY WEBSITES AND LINKS:

The Website may contain links to websites or resources operated by third parties. Such third-party websites are not under the control of the Company, and the Company does not assume any responsibility or liability for the content, accuracy, availability, security, or practices of such websites, or for any links contained therein. Paisa24 Finance provides such links solely for the convenience of users, and the inclusion of any third-party link does not constitute or imply any endorsement, sponsorship, or recommendation by the Company. Any access to or dealings with third-party websites or services are undertaken entirely at the user's own risk, and the Company shall not be responsible or liable for any loss or damage arising therefrom.

8. COOKIES AND ANALYTICS:

The Platform may use cookies, similar technologies and analytics tools to operate, secure, improve and understand usage of the Platform. Where third-party analytics or similar services are used, the processing of information shall be subject to applicable law, contractual arrangements and the applicable Privacy Policy. The Platform may provide applicable cookie or consent controls where required.

9. ADVERTISING AND PROMOTIONAL MATERIAL:

Some part of the Website may contain advertising information or promotion material or other material submitted to Paisa24 Finance by third parties. Responsibility for ensuring that the material submitted for inclusion on Website complies with applicable law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers or including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Company will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site. Company reserves the right to omit, suspend or change the position of any advertising material submitted for insertion.

10. TYPOGRAPHICAL OR OTHER ERRORS:

While Paisa24 Finance takes reasonable care and skill to provide information which is accurate and up to date when first included on the Website, typographical and other errors may nevertheless occur. We do not undertake to update or correct such information and reserve the right to modify, delete and rearrange any or all of the contents of this Website at any time without notice to you. While we make reasonable efforts to prevent unauthorised tampering with the Website, we do not guarantee that our efforts will always be successful. Therefore, as set out below, we do not warranty that the Website materials will be error-free, and disclaims any liability for such errors.

11. DATA PRIVACY:

This Website's <https://paisa24finance.com/privacy-policy> governs our collection, use, and disclosure of your personal information and is incorporated into these User T & C. Please read it carefully. It describes what information we collect from you and when, how and why we may create an account for you, who we share your information with and when and how you can opt-out or delete your account. This is important information. By providing your personal details and by using our Website, you consent to our Privacy Policy.

12. CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS:

By clicking the 'I Agree' button, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address / mobile number that as per our records, or when we post the electronic communication on the Website.

13. APPLICABLE LAW:

These User T & C shall be a legally binding agreement between User and us and shall be governed by and interpreted and construed in accordance with the laws of India. Notwithstanding the foregoing, we reserve the right to pursue any action or claim against you in any court of competent jurisdiction which we believe is the most appropriate to seek any relief. Subject to the arbitration provision herein, the courts at Chandigarh, India shall have exclusive jurisdiction over any claims or matters arising out of these User T & C.

14. DISCLAIMER OF WARRANTIES:

We make reasonable efforts to ensure that the information available on the Paisa24 Finance Platform is accurate and up to date. However, we do not warrant that the content will always be complete, accurate, uninterrupted or error-free. The Platform and its content are provided on an "AS IS" and "AS AVAILABLE" basis, to the extent permitted by applicable law. Information relating to loan products is subject to the applicable KFS, sanction letter and loan agreement, which shall prevail in case of any inconsistency. Nothing in this Disclaimer shall exclude or limit any statutory, regulatory or contractual obligations of Barota Finance Limited or any rights available to Users under applicable law.

15. ENTIRE AGREEMENT:

These User T & C together with the Privacy Policy, Terms and Conditions for Grant of Short term Loan, Know Your Customer Policy, Fair Practices Code, PMLA and other policies made available on the Website, as amended from time to time, constitute the entire agreement between you and us. If any provision of these User T & C or any policy are considered unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these User T & C or any policy and shall not affect the validity and enforceability of any remaining provisions.

16. CHANGES TO TERMS OF USE:

We reserve the right to modify any User T&C at any time, and without actual notice to you. All such changes to these User T & C will appear on the Website.

By using this Website following any modifications to these User T & C, you agree to be bound by any such modifications to these User T & C. If any changes to these User T & C are unacceptable to you, you must discontinue use of the Website. We reserve the right to suspend or deny, at our sole discretion, your access to all or any portion of the Website, including for any violation of any provision of these User T & C. We also reserve the right to change the Website without notice to you, at any time.

17. LIMITATION OF LIABILITY:

Use of the Paisa24 Finance Website is at your sole risk. While we make reasonable efforts to ensure the safety and functionality of our Website, these efforts may fail and errors may occur. IN NO EVENT SHALL COMPANY OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE CONTENT OF THIS WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, COMPUTER VIRUS OR SYSTEM FAILURE, OR LOSS OF DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS WEBSITE (OR THE CONTENT PROVIDED AT THIS WEBSITE ON ANY APPLICATION RELATED TO ANY THIRD PARTY), OR USERS' INABILITY TO USE THE CONTENT CONTAINED IN THIS WEBSITE (OR ANY OTHER APPLICATION), ON ANY THEORY OF LIABILITY. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM YOUR RELIANCE ON THE CONTENT OF THIS WEBSITE. THESE WAIVERS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO US FOR ACCESSING THIS APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY REMEDY PROVIDED UNDER THESE USER T & C FAILS OF ITS ESSENTIAL PURPOSE.

18. INDEMNIFICATION:

You agree to defend, indemnify, and hold harmless to Company and their affiliates, parents, and their respective employees, agents, contractors, officers, directors, successors and

assignees from all liabilities, claims, damages and expenses, including without limitation attorneys' fees and costs, that arise from your use or misuse of this Website, without limitation, any actual or threatened suit, demand, or claim made against Company arising out of or relating to the User Content, your conduct, your violation of these User T & C, or your violation of the rights of any third party.

19. TERMINATION:

We shall have the right immediately to terminate this agreement with you and your use of the Website if we determine in our sole discretion that you have breached any of these User T & C or otherwise been engaged in conduct which we determine in our sole discretion to be unacceptable. Upon termination or expiration of these User T & C, your obligations and our rights and disclaimers survives, but your right to use the Website immediately ceases. Any express waiver or failure to exercise promptly any right under these User T & C will not create a continuing waiver or any expectation of non-enforcement.

20. GENERAL TERMS:

1. Force Majeure: In no event shall Company/Paisa24 Finance be liable for any acts beyond its control or for any acts of god.
2. Modification of Services: We reserve the right to modify or discontinue (completely or in part) our Website, Services, or any content appearing therein. We will not be liable to you or any third party if we exercise this right.
3. No Waiver: Our failure to exercise or enforce any right or provision of these User T&C will not be deemed to be a waiver of such right or provision.
4. No Third-Party Beneficiaries or Rights: These User T&C do not create any private right of action on the part of any third party or any reasonable expectation that the Website or Services will not contain any content that is prohibited by these User T&C.
5. Complaints: In the event you have any complaint(s) pertaining to Services provided through this Website, please feel free to email us at care@paisa24finance.com and kindly provide your name, email address, physical address and contact numbers so that we may be in a position to verify details or check the authenticity of the complaints.
6. Assignment: You may not assign or otherwise transfer your rights or obligations under these User T&C. We may assign our rights and duties under these User T&C without any such assignment being considered a change to these User T&C and without any notice to you.
7. Notices: Any notices or other communications that you wish to send to us may be addressed to the registered office at SCO-859, NAC, Manimajra, Chandigarh, India — 160101 or via mail care@paisa24finance.com or call at +91 98881 33360
8. Dispute Resolution: Any Dispute relating in any way to your visit to Website or to Services through Website shall be submitted to arbitration in Chandigarh, India, except that, to the extent you have in any manner violated or threatened to violate this Website's intellectual property rights, We may seek injunctive or other appropriate relief in any court in India or internationally, and you consent to exclusive jurisdiction and venue in such courts.
9. Any arbitration arising out of or in connection with this Agreement shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral award shall be final and binding upon the parties and may be enforced or entered as a judgment by any court of competent jurisdiction, subject to applicable law. To the fullest extent permitted by applicable law, no arbitration commenced under this Agreement shall be consolidated with, joined to, or conducted in conjunction with any arbitration involving any other party, whether through class arbitration proceedings or otherwise. We reserve the right to make changes to our Website, policies, and these User T & C at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

21. CONTACT INFORMATION:

If you have any questions or suggestions regarding our User Terms and Conditions, please contact us at :

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SCO-859, NAC, Manimajra,
Chandigarh – 160101, India

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