

These Terms and Conditions (“Terms & Conditions”) read with the Privacy Policy on the website, forms a legally binding agreement between:

CapitalXB Finance Private Limited (“CXB”/ “We”), a private limited company incorporated under the Companies Act, 2013 and a non-banking finance company registered with the Reserve Bank of India, and; “You” (“you” or “your”) Reference to CXB / “You or Your” expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include successors, assigns, respective heirs, administrators, executors, legal representatives (where the borrower is an individual/sole proprietor). You and We are hereinafter collectively referred to as the “Parties”.

We request you to please read these Terms & Conditions (T&Cs) carefully. Policies incorporated by reference in this T&Cs shall be a part of this T&Cs (collectively referred to as the “Agreement”. Please do not accept “Terms & Conditions” or continue browsing the site unless you agree fully with them.

This Agreement governs the access or use by You (individual or an entity) of our website, application, contents, products and services offered by CXB (the “Services”).

CXB reserves the right to change or revise the T&Cs and the Agreement anytime by posting changes or a revised Agreement in the website. CXB may amend this Agreement from time to time. The amended Agreement will apply as and when amended and posted in the website. We request you to review this Agreement whenever you visit the website and make sure you understand the terms of use of the website.

Please note that this Agreement does not alter or amend the terms of any written agreement that You may have entered into with CXB for products or services.

By accepting this Agreement, you represent that:

- you are 18 or more years of age;
- you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the Terms & Conditions as part of this Agreement;
- all the necessary approvals and other actions for execution of this Agreement have been taken; and
- acceptance of these Terms & Conditions constitutes legal, valid and binding obligations.

Use of Website:

- Any unauthorized use by you or any illegal or unlawful activity by you in or for this Website shall terminate the permission or license granted to you by us to use this Website and may give rise to a claim for damages and/or be considered a criminal offence.
- You may operate a link to this Website in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to this Website in such a way as to suggest or imply any form of

association, approval or endorsement by us, unless otherwise agreed between you and us through a separate legal agreement.

- **Intellectual Property Rights**

- The copyright in the information, content, material or data displayed on this Website belongs to us or our licensors or our licensees or authorized or permitted agents/members. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on this Website for your own personal use but should not use for any commercial purpose.
- Website contains material which is owned by or licensed to us and are protected by copyright. This material includes, but is not limited to, data, documents, information, details, design, layout, appearance and graphics; logos, business names, trading names, service marks and trade-marks, internet domain names, moral rights, rights specifications, know how, processes and business methods; software programs (in all cases whether registered or unregistered and including all rights to apply for registration) and all such rights are reserved. Reproduction of any material of our Website is prohibited for any commercial use.
- You must not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or any data in violation of any law (including data or other material protected by copyright or trade secrets/ business method on which you do not have the right to use)

- **Our Limited Liabilities**

- CXB uses reasonable endeavors to ensure that the data, material and information on this Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not guaranteeing that the data, material and information on this Website are accurate or that there are no errors or omissions in the data, material and information.
- We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services. All such information and services are provided "AS IS" without warranty of any kind.
- We disclaim that all warranties and conditions that this Website, its services or any email sent from us, our affiliates, and / or their respective agents are free of viruses or other harmful components.
- We are not responsible for any losses or damages arising from an inability to access the Website, from any use of the Website or from reliance on the data transmitted using the Website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.
- We are not responsible or liable for any direct and indirect losses or damages suffered or incurred by you which were not foreseeable by us when you accessed or used the Website.

- Please be aware that by submitting your details, you are making an offer to obtain the relevant product or service from us and the same will be accepted or rejected. The contract for the product or service will only be concluded once we enter into an agreement with You.
- Please be aware that the information and descriptions of products and/or services on this Website may not represent the complete descriptions of all the features and terms and conditions of those products and/or services. You must ensure that you carefully read all the features and terms and conditions of any product and/or service before availing it.
- If you apply for and obtain any product and/or service through this Website, it is your responsibility to ensure that you understand and agree with the prescribed terms and conditions before entering into a contract to obtain that product or service.
- Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used this Website do not represent our views, opinions, advice or assistance and are not checked, monitored, reviewed, verified or endorsed by us. We do not endorse, recommend or take responsibility for any third party who provides you with any views, opinions advice or assistance. You act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.
- In no event shall CXB be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products, and services obtained through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, or otherwise.
- Please be aware that there may be other products or services available in the market which is not shown on this Website and which may be more appropriate or suitable for you than those shown on this Website.
- **Users Responsibility**
- You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of this Website or any other technology.
- You may complete a registration process as part of your use of this Website which may include the creation of a username, password and/or other identification information. Any

username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on this Website using your username, password and/or other identification information.

- It is your responsibility to check and ensure that all information, content, material or data you provide on this Website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on this Website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.
- We understand that it is my/our responsibility to fully read and understand the terms and conditions of the loan documents and make ourselves fully aware of all the obligations that we will have as a borrower under the loan documents. It will be solely at our discretion and our informed decision to proceed or not proceed with availing of the loan from CXB basis the terms and conditions of the loan documents.
- You agree that you shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through this website, except that which You may download for Your personal, non-commercial use
- You understand and accept that all information submitted through the Website shall be deemed the property of CXB, and CXB shall be free to use any data, information including any personal information, any ideas, concepts, know-how or techniques provided or suggested in any manner whatsoever. On accessing the Website and agreeing to this Agreement, You agree that you can be contacted by CXB or any other entities with whom CXB has entered into an arrangement.
- You authorize CXB to keep you informed (vide telephone, SMS, mail, E-mail, notification on mobile app etc.) of all promotional schemes, application status, my account information, notices and/or activities etc.