

Terms and Conditions

Thank you for using www.carepalmoney.com and/or all its successor websites, mobile applications and/or any other channel (collectively referred to as the "Website").

Please read the terms and conditions carefully. This is a legally binding agreement between you, the user, and Carepal Fintech Private Limited, and all its affiliates and subsidiaries ("Affiliates/Subsidiaries"), establishing the terms and conditions in accordance to which this Website may be used/accessed. By accessing this Website, or any links/pages thereof, and/or using the information or services provided on or via this Website, you agree to be bound by these terms and conditions.

In the event of any conflict between the terms and conditions of specific products and services and these terms and conditions, the conditions specific to such products and services shall prevail.

Carepal Fintech Private Limited (hereinafter shall be referred to as "Carepal" or "Company" or "us" or "we" are the owner of the Website at www.carepalmoney.com and is a company incorporated under the Companies Act, 2013 having CIN No: U67190MH2022PTC382360 and its registered office at 4th Floor, A wing, Vaman Techno Centre, Marol Makwana Road, Andheri East, Mumbai, Maharashtra - 400059, India.

In accessing this Website as an individual or on behalf of a body corporate or organization (duly authorised to bind the body corporate or organisation under terms hereof), you (hereinafter shall be referred to as "User" or "You") understand that the Website provides access between Users with a view to facilitating lending and borrowing activities, including providing other financial products to the Users.

It is hereby clarified that the term "Users" shall mean any person (whether an individual or body corporate) using the Website i.e. consumers, financial institutions, regulated entities, and other partners. Your use of this Website implies that You have read, understood, and agreed to abide by the following, terms & conditions ("Terms & Conditions").

These Terms & Conditions read together with our privacy policy govern Your usage of the Website and the terms for the purchase of the products from the Website.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE ACCESSING OR USING OUR WEBSITE. BY ACCESSING OR USING ANY PART OF THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN DO NOT ACCESS THE WEBSITE OR USE ANY SERVICES ("SERVICE/S") PROVIDED BY US.

1.

ELIGIBILITY

The User of this Website unequivocally declares and agrees that the User is a natural person who has attained the age of at least 18 years and is legally allowed to enter into a contract in India or is a legal person authorised to enter into and be bound by these Terms & Conditions. The User is allowed to utilize the Services in accordance with the terms and conditions detailed hereinafter. If the User violates any of these Terms & Conditions or otherwise violates an agreement entered into through the medium of the Website, Carepal may terminate the User's account, delete his/her profile and any content or information posted online by the User on the Website and/or prohibit the User from using or accessing the Website at any time in its sole discretion, with or without notice, including without limitation if Carepal believes that the User is under the age of 18 years (in case User is a natural person).

2. DECLARATION BY THE USER

I/We declare that I/We am/are an Indian resident and that all the particulars and information provided by me/us on the Website and in the loan application/application form ("Application Form") such as name, mobile no, email id, etc., available on the Website, are true, accurate, and complete and that they shall form the basis of any loan given that Carepal or any of its Subsidiaries/affiliates may decide to grant me/us. I expressly authorize Carepal or any of its Affiliates/Subsidiaries to carry out the Know Your Customer (KYC) and other requisite checks by such processes as may be permissible under the law including authentication/verification of documents or details submitted for KYC purposes, accessing and procuring data from databases maintained by statutory or other authorities constituted by law through the one-time password ("OTP") based system or through any process as may be permitted under the law.

3. INFORMATION SHARING AND SOCIAL FEATURES

You may have the opportunity to share content or information, including, but not limited to, your name, email address, or other information that You provide via the Website, with other Users of the Website. By sharing information or content on the Website, You expressly agree to all of the following:

(a) You grant Carepal a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any information or content that You post on or in connection with your use of the Website, subject to the privacy provisions described in our privacy policy available at www.carepalmoney.com.

(b) You understand that deleted content or information may continue to exist on our servers or in backup copies that we maintain for our own use.

(c) You will not post content or take any action on the Website that may constitute libel or slander, infringes or violates someone else's rights, that is protected by any copyright or trademark, or otherwise violates the law.

(d) Content and information that You share will be available to other Users of our Website. You understand that such third parties may access, use, store and transfer such content and information to associate it with You.

(e) You agree that You will not use the Website for commercial purposes.

(f) We may remove any content or information that You share on the Website for any reason.

(g) You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on our Website.

4.

GENERAL

(a) Carepal is a lending service provider that facilitates loan transactions/services through RBI Regulated Entities.

(b) Carepal enables You to obtain loans and other credit facilities ("Credit Facilities") from RBI Regulated Entities such as Non-Banking Financial Companies (NBFCs) (hereinafter referred to as "Lender/s"). Carepal may share the information with its subsidiaries/affiliates and Lenders to which You hereby consent.

(b) Carepal enables You to obtain loans and other credit facilities ("Credit Facilities") from RBI Regulated Entities such as Non-Banking Financial Companies (NBFCs) (hereinafter referred to as "Lender/s"). Carepal may share the information with its subsidiaries/affiliates and Lenders to which You hereby consent.

(c) The Website brings together Users, Lenders, data partners, and other partners willing to abide by the Terms & Conditions herein. Carepal in association with the Lenders facilitates various kinds of healthcare and medical loan products ("Products") as specifically provided on the Website and/or communicated by Carepal from time to time. Carepal may partner with various third parties for the provision of Services including but not limited to as mentioned above. Any display of third-party services offered through the Website does not in any way imply, suggest, or constitute any reputation, sponsorship or approval of Carepal by any such third parties. Carepal display of specific options does not suggest any recommendation or endorsement by Carepal of the third party services. You agree that Carepal is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third

parties and which may be posted on the Website and as may be amended from time to time. Your interaction with any third party accessed through the Website is at your own risk, and Carepal will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with such third parties or availing any services from such third parties.

(d) We respect that You do not want your personal information to be shared with other companies at any time. However, we may require to share your personal information with our Affiliates/Subsidiaries, Lenders, business and non-business partners including but not limited to credit information companies, where we believe that You will be assisted better for the purpose of underwriting and approval of your Credit Facilities or any other financial product transaction/related transaction. We share information as described below in accordance with the privacy policy. We will keep your personal information confidential and limit access to it to those who specifically need it to conduct their business activities, except as otherwise permitted by applicable law.

(e) In the event, You wish to avail any of the Products displayed on the Website You will be required to provide certain information and our representatives may contact You through phone or email to understand Your requirements.

(f) Carepal provides the below mentioned Services, including but not limited to:

i. Facilitating purchase and sale of Products on its Website;

ii. Assisting its Users to obtain a Product from various lending partners i.e. Lenders of Carepal;

iii. For the provision of the above-mentioned Services, Carepal will be using and sharing the information of the User with its Affiliates/Subsidiaries, and the Lenders and the other third parties, as may be required for the purpose mentioned above and Carepal shall also run multiple credit checks to be able to get the best available offers to suit the needs of the Users. The collection, storing, use, and transfer of information shared by the User shall be governed in accordance with the Privacy Policy.

(g) Carepal has developed, owns, operates, and maintains this Website, Carepal is not a Lender but has contractual relationships with Lenders, pursuant to which such Lenders offer Credit Facilities to the Users, any Credit Facility made available to You by any Lender shall be governed by terms and conditions agreed between You and the Lender and Carepal shall not be a party to the same.

(h) Carepal and its directors, officers, employees and agents shall not be responsible in any manner whatsoever for:

i. The rejection of your Credit Facility application or other refusal by the Lenders of the Credit Facility with or without reason;

- ii. Carepal is not obliged to inform reasons for such refusal/rejection; and
- iii. If the Credit Facility is made available to You by the Lenders, the terms and conditions governing the same shall be solely between You and the Lender and Carepal shall not be a party to the same.

5. ACCEPTANCE OF TERMS AND CONDITIONS

(a) As a User of this Website, You have agreed to the Terms & Conditions provided hereunder or anywhere else on this Website including but not limited to disclaimers on this Website. You are advised to read and understand the said Terms & Conditions and in case You do not wish to agree to these Terms & Conditions, please refrain from using the Website.

(b) Carepal reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time for any reason without due notice to You. Carepal may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability. It shall be the responsibility of the User to check the Terms & Conditions periodically for changes. Your continued use of the Website following the posting of any changes to the Terms & Conditions constitutes acceptance of those changes

(c) There is no guarantee or warranty that the Website is free from any virus or other malicious, destructive or corrupting code, program, or macro. No information sent to any User through this Website or available on this Website shall constitute any representation or warranty by Carepal regarding the creditworthiness, financial performance or prospects, solvency, or viability of Carepal. This Website may contain advice, opinions and statements of various professionals, experts, analysts, etc. Carepal does not represent/endorse the accuracy or reliability thereof. All information on this Website is being provided on condition and understanding that the same is not being interpreted or relied on as legal, accounting, tax, financial, investment or other professional advice. Carepal may at any time (without being obliged to do so) update, edit, alter and/or remove any information in whole or in part and shall not be responsible for all or any actions that may subsequently result in any loss, damage and/or liability. Nothing contained herein is to be construed as a recommendation to use any Product or process and Carepal makes no representation or warranty, express or implied that the use thereof will not infringe any patent, or otherwise.

6. PRIVACY

Carepal collects certain information from You in order to provide the Services. Carepal's use of Your personal information is governed in accordance with the Terms

& Conditions mentioned herein on the Website and the Privacy Policy available on the Website.

7. YOUR ACCOUNT

You may be required to create an account to use of the certain parts of the Website. When You create an account, You will be required to login using social media platforms like Facebook or LinkedIn. We will also be generating some links which are confidential and exclusively meant for You. You may not disclose these links to any third party. If You learn of any unauthorized use of your links or account, please contact us immediately. Despite our best efforts, You will appreciate that no data security measures can guarantee 100% security. You should therefore take the necessary steps to protect against unauthorized access to your password, phone and computer. We are not responsible for any lost, stolen or compromised passwords, or for any activity on your account via unauthorized password activity.

8. CONSENTS

In addition to any consent You may give pursuant to the Privacy Policy, You hereby agree and consent to:

(a) obtain and share with CarePal the copies of KYC, relevant documents, reports, and such other such information necessary to render Services;

(b) authorize Carepal to retrieve your credit score/information from a third party providers as authorized by the Reserve Bank of India under the Credit Information Companies (Regulation) Act, 2005 for the purpose of evaluating your eligibility for a Credit Facility.

(c) We may use the credit score/report for any purpose that would be authorized by applicable law & authorities in connection with credit transactions involving You and the extension of credit to You but not limited to: i. for authentication purposes, to make sure You are who You say, You are ii. to make prequalification and other credit decisions iii. to determine how much debt You currently have, in order to determine your debt-to- income ratio iv. to obtain your credit score and assign You Credit Facility based in part on that score v. to obtain and display information and characteristics from your credit report from one or more consumer credit reporting agencies

(d) You authorize Carepal to verify information in your credit report and agree that Carepal may contact third parties without notice to verify such information.

9. LICENSE AND ACCESS

(a) Carepal grants You a limited license to access and use the Website for availing the Services, but not to download any material from it (other than page caching) or modify it, or any portion of it, except without the express written consent of Carepal and/or its affiliates, as may be applicable. Any unauthorized access to the Website or any networks, servers or computer systems connected to Website and any attempt to modify, adapt, translate or reverse engineer any part of the Website or re-format or frame any portion of the pages of the Website, save to the extent expressly permitted by these Terms & Conditions, is not permitted. This license is non-transferable and does not permit any resale or commercial use of this Website or its contents; any downloading or copying of account information for the benefit of anyone other than your use; or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of the Website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Carepal and/or its affiliates, as may be applicable. Any unauthorized use of the Website shall terminate the permission or revoke the license granted by Carepal.

(b) You are permitted to use content delivered to You through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content.

10. MONITORING OF THE WEBSITE AND YOUR ACCOUNT

Carepal has the right and liberty to monitor the content of the Website at all times which shall include information provided in your account. The monitoring of the Website is important to determine the veracity of the information provided by You and that every User remains in consonance with the Terms & Conditions provided herein. Subject to the Terms & Conditions mentioned herein, Carepal shall also have the liberty to remove any objectionable content which is in contravention of the Terms & Conditions herein or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

11. SERVICE SUSPENSION

Carepal may stop providing the Services and may terminate use of it at any time without giving notice of termination to You. Unless Carepal informs the User otherwise, upon any termination, (a) the rights and licenses granted to You in these terms will end; and (b) User must stop using the Website forthwith. Carepal reserves the right to suspend or cease providing any Service and shall have no liability or responsibility to the User in any manner whatsoever if it chooses to do so.

12.**PROHIBITED****USES**

In addition to other prohibitions as set forth in the Terms & Conditions, You are prohibited from using the Website: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the internet. We reserve the right to terminate your use of the Service or Website for violating any of the prohibited uses.

13. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

(a) Notwithstanding anything to the contrary contained herein, neither Carepal nor its Affiliates/Subsidiaries, officers, directors, employees, or any related party shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these Terms & Conditions. To the maximum extent permitted by law, You waive, release, discharge and hold harmless Carepal, its Affiliates/Subsidiaries, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Website.

(b) As a User, You also acknowledge that Carepal has maintained and carried out all possible checks and balances to assure the credibility of the Users as listed on the Website. The information provided on the Website is based on the information that is provided to Carepal. In case the User does not disclose any information to Carepal, and the same is not found out at the first instance by Carepal despite all measures adopted to certify the ratings or credibility of a User, Carepal shall not be responsible for any claims or liabilities. Carepal in any event is not responsible for any default in return of money that is borrowed from the Lender and the Lender shall have the exclusive right to initiate proceedings against the defaulter borrower. Carepal shall to the best of its abilities aid the concerned User in terms of provision of information to initiate any legal proceedings. However, Carepal shall not be responsible for any

default on behalf of the User. Carepal is an information Website and the User is entitled to conduct its own diligence before taking any steps to initiate the processes outlined in the Website.

(c) Carepal does not make any representations or warranties on behalf of the Lenders partnered with Carepal with respect to the financial products/loans provided by such Lenders.

(d) YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAREPAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE WEBSITE AND/OR SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE AND/OR SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING OR NONINFRINGEMENT. THE COMPANY MAKE NO WARRANTY THAT: (i) THE WEBSITE / SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE / SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE / SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE / SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAREPAL THROUGH OR FROM THE WEBSITE / SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

(e) YOU FURTHER AGREE THAT NEITHER CAREPAL NOR ITS AFFILIATES/SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ANY RELATED PARTY WILL BE LIABLE FOR ANY HARMS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES/LOSSES, INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF CAREPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE/WEBSITE; (ii) THE COST OF GETTING SUBSTITUTE SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO,

THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE. THE MAXIMUM LIABILITY OF CAREPAL SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO CAREPAL FOR THE SERVICE.

(f) Carepal its directors and employees shall accept no liability for any costs, loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary) from the your use of this Website or any linked site or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with this Website, its contents or associated Services, or due to any unavailability of the Website or any part thereof or any contents or associated Services.

14. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in the Website should be construed as granting any license or right to use any Trade Marks displayed on the Website. Carepal retains all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or via this Website (including all texts, graphics and logos). Users are prohibited from using, modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through the Website for any purpose without written permission of Carepal of such or such other parties. The materials on this Website are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the prior written consent of Carepal.

15. INDEMNITY

You agree to indemnify, save, and hold Carepal, its Affiliates/Subsidiaries, directors, contractors, employees, officers, agents, and its third-party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Website, any violation by You of these Terms & Conditions, or any breach of the representations, warranties, and covenants made by You herein or your infringement of any intellectual property, copyright or other rights of any person or entity, your breach of the terms of your

contract with Lenders, or as a result of any threatening, libelous, obscene, harassing or offensive material posted/ transmitted by You on the Website. Carepal reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Carepal, including rights to settle, and You agree to cooperate with Carepal's defense and settlement of these claims. Carepal will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of these Terms & Conditions.

16. ADVERTISERS/ THIRD-PARTY LINKS ON THE WEBSITE

Carepal accepts no responsibility for advertisements contained within the Website. Carepal has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Website exists. Such linked websites and mobile applications are provided "as is" for User's convenience only with no warranty, express or implied, for the information provided within them. Carepal does not provide any endorsement or recommendation of any third-party website or mobile application to which the Website provides a link. Carepal is also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and does not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this website includes a link infringes the intellectual property rights of any third party).

17. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at Carepal's request, You send certain specific submissions (for example contest entries) or without a request from us, You send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that You forward to Us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead us or third-parties as to the origin of any comments.

You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third-party.

18. DISPUTE RESOLUTION

If any dispute, controversy or claim arises out of or in connection with these Terms & Conditions, in which Carepal is a party (a Dispute), the disputing parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a party gives the other party notice that a Dispute has arisen (a Dispute Notice) and the parties are unable to resolve the Dispute amicably within thirty (30) days of Service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the below terms. Subject to the above clause, all Disputes or differences regarding this Terms & Conditions (agreement) shall be submitted to final and binding arbitration. In the event of such arbitration:

(a) All proceedings of such arbitration shall be in the English language. The place/seat of the arbitration shall be Mumbai and the courts of Mumbai shall have exclusive jurisdiction over the arbitration proceedings.

(b) The Law governing the conduct of arbitration and the arbitration proceedings shall be the laws of India;

(c) The arbitration shall be conducted before a sole arbitrator appointed by Carepal.

(d) Arbitration awards shall be reasoned awards and shall be final and binding on the disputing parties;

(e) The existence or subsistence of a dispute between the parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the parties under the agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award; and

(f) Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the parties to pursue any other remedy or relief through the arbitration.

19. GOVERNING LAW

These Terms & Conditions shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai.

20. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below who can be contacted with respect to any complaints or concerns including those pertaining to breach of Carepal's Terms & Conditions, Privacy Policy, and other policies or questions:

Name: Piyush Birla

Email: grievance@carepalmoney.com

Address: 3rd Floor, A wing, Vaman Techno Centre, Marol Makwana Road, Andheri East, Mumbai, Maharashtra - 400059, India

21. ACKNOWLEDGEMENTS

You acknowledge that Carepal has a Website bringing Users together and that the Carepal is not engaged in either grant of loan or borrowing any money or assistance for any financial products from any member using the Carepal Website. You acknowledge that the use of the financial products is entirely based on the negotiations between the Users and third party and neither Carepal nor its affiliates, contractors, employees, officers, directors, agents and their third party associates, licensors and partners have any interest with regard to any financial products assistance procured by or to a registered User. You acknowledge that Carepal will not be responsible for any claim or damage in case of use of the financial products. You acknowledge that Carepal is in no manner responsible for any claim of money or damages in the event one person fails to either grant loan or a person fails to repay the loan or misrepresents his financial status or commits a fraud or cheating or any other such illegal act.

22. MISCELLANEOUS

(a) Notices:

Any notice required to be given to Carepal under these Terms & Conditions shall be sent by registered mail or recognized courier to the address first set out above.

(b) Force Majeure:

If the whole or any part of the performance of the respective obligations of the parties hereunder is prevented or delayed by reasons of natural calamities, war, arson, civil disturbance, or such other reasons beyond the reasonable control of a person (each a "Force Majeure Event"), then to the extent either party shall be prevented or delayed from performing all or any part of their respective obligations under these Terms & Conditions despite due diligence and reasonable efforts to do so, then such party shall be excused from performance hereunder for so long as reasons of Force Majeure Event continue. A Force Majeure Event shall not affect the payment obligations of the parties unless there is legal bar/embargo to the making of the payments.

(c) **Severability:**

Notwithstanding that the whole or any part of any provision of these Terms & Conditions may prove to be illegal or unenforceable, the other provisions of these Terms & Conditions and the remainder of the provision in question shall continue in full force and effect.

(d) **No Waiver or Election:**

No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Every right or remedy herein conferred upon or reserved to either party shall be cumulative and shall be in addition to every right and remedy existing at law or equity or by statute and the pursuit of any one right or remedy shall not be construed as an election.

(e) **Assignment:**

The right to use the Website is personal to You and is not transferable by assignment, sublicense, or any other method to any other person or entity.

(f) **Communications:**

Any notice required to be given to Carepal under these Terms & Conditions shall be sent by registered mail or recognized courier to the address first set out above. You hereby consent to receive on your registered email ID /phone number via WhatsApp and/or text and/or email, promotional and marketing communication about various Products, Services and offerings of Carepal, clients, Affiliates/Subsidiaries or business associates may make available. This will override any DND or DNC services You may have registered for on your phone in the past. You consent to receive service/promotional messages on Whatsapp through Carepal Payments business accounts.

(g) **Consents:**

In addition to your above consent pursuant to the Terms & Conditions, it is reiterated that You consent to the following:

- i. Carepal retrieving your credit score from third party providers for the purpose of evaluating your eligibility for a Credit Facilities;
- ii. Carepal sharing your credit score with the Lenders;
- iii. Carepal sharing your information with its Affiliates/Subsidiaries, Lenders and the third parties. For the avoidance of doubt, Carepal itself does not retrieve your credit score from any source.

(h) **Disclosures Required by Law:**

Carepal reserves the right to disclose information when required under applicable law. Carepal will disclose such information wherein it has a good-faith belief that it is necessary to comply with a court order, ongoing judicial proceeding, or other legal process served on Carepal and/or its Subsidiaries / Affiliates or to exercise its/theirs legal rights or defend against legal claims.

23.

ACCESS

By using this Website, the User agrees to the placement of cookies on their device. This Website is meant for citizen resident in India and no services shall be provided to any citizens, residents, persons, or entities accessing in or accessing from the countries except for India. If You are any of the foregoing, kindly do not access the Website.

24.

Effective

Date

This Terms & Conditions were updated and became immediately effective on 01/12/2022.