



TERMS OF USE

These terms and conditions (“Terms of Use”) shall apply to and regulate the provision of products/services of the Lender namely “Equitas Small Finance Bank (hereinafter referred to as the “ESFB/Lender”) Equitas Selfe Loans (defined hereunder).

The Terms and conditions will be available in English/vernacular/ regional languages and any changes to these terms and conditions will be available on <https://www.equitasbank.com/sites/default/files/inline-files/Terms-conditions.pdf> and the same shall be binding on You.

Your acceptance to the Terms of Selfe Loans is generated and preserved as electronic record under the Information Technology Act, 2000, (together with its amendments, and rules made thereunder, and other prevailing law(s) / regulations as may be applicable at the relevant point of time read with the provisions of Indian Evidence Act, as applicable to electronic records) and will be binding on you as an user.

By downloading, accessing, browsing, completing the sign-up process or registration process for availing the Selfe Loans, you have expressly read, understood and accepted the entire Terms while accessing the Selfe Loans Platform.

Upon commencement of access / usage and by submitting your one-time electronic acceptance/confirmation/authentication either through registered mobile phone or through any electronic/web platform and/or through your email id to ESFB, it is construed as your deemed acceptance. If any of these Terms of Use conflict with any other document/electronic record in this behalf, these terms and conditions shall prevail, until further changes/ modifications are notified by ESFB.

By completing the sign-up process or registration process for availing the Selfe Loans, you hereby confirm that (i) you are at least 18 years of age, (ii) you are duly authorized either in your individual capacity or under the capacity of being an Authorized Signatory of an Entity (defined hereunder) (iii) you can understand, read and access the world wide web / internet in English language, (iv) you have read, understood and agree to be bound by these Terms of Use.

In this Terms of Use, the term or word “We”, “Us” or “Our” severally refers to the “Equitas Small Finance Bank” or “ESFB” and the words “You” or “Your” or “Customer” or “User” refers to the individual and or the Authorized Signatory of an Entity accessing the Selfe Loans Platform.



1. DEFINITIONS

Unless indicated otherwise, the capitalized terms listed below shall have the following meanings:

(a) "Affiliate" shall mean the subsidiary company and / or holding company and / or associate company of ESFB, where subsidiary company, holding company and associate company shall have the meaning ascribed to such term in the Companies Act, 1956/2013, as amended from time to time.

(b) "Applicable Law(s)" shall mean all applicable / prevailing Central, State and Local laws, Statute, Regulations, Orders, Guidelines and / or Directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law, including but not limited to Master Direction on Prepaid Payment Instruments in India, Guidelines of National Payments Corporation of India ("NPCI"), Payment and Settlement Systems Act, 2007, Payment and Settlement Systems Regulations, 2008, Prevention of Money Laundering Act, 2002 and any other regulations / guidelines in relation to prepaid payment instruments issued from time to time by Reserve Bank of India.

(c) "Selfe Loans Account" shall mean loan account that may be made available to the applicant by the Lender post successful processing on Selfe Loans Platform to avail Selfe Loans.

(d) "Equitas Small Finance Bank" or "ESFB" shall mean a banking company incorporated under the provisions of the Companies Act, 1956, carrying on the business of banking under the Banking Regulation Act, 1949, and a scheduled commercial bank/non-banking financial company incorporated under the provisions of Companies Act 2013 is offering products / services.

(e) "Equitas Selfe Loans" shall mean a digital app for loan customers for applying loans, checking status of the application, obtain post disbursement services including raising service requests subject to the approval of loan and subsequent disbursement.

(f) "Selfe Loans App" shall mean and include various mobile based applications of Equitas Small Finance Bank for facilitating Selfe Loans to customers downloaded only from Google Play Store or Apple Play Store.

(g) "Selfe" shall mean and include various mobile based and web-portal/website/applications of Equitas Small Finance Bank including Selfe Loans App for enabling its customer to apply for loans.



(h) "ESFB Products & Services" shall mean the various products and services (including ancillary services) offered by ESFB, including but not limited to personal loans, Cards, Vehicle Loans, Mortgages, Micro Loans, Merchant Overdraft, Business loans, loans for purchase of products/services, deposits and such other product/service as may be introduced by ESFB from time to time.

(i) "Charge(s)" or "Service Charge" shall mean the charges which ESFB may levy upon you in consideration for availing the Selfe Loans as more specifically elaborated under Clause 15 below.

(j) "Effective Date" shall be the date on which loans has been sanctioned and disbursed by ESFB. Each Reward Program may have a different Effective date which shall be stipulated in the said reward program specific terms and conditions.

(k) "Entity" shall mean and include but shall not be limited to any Company duly incorporated under relevant provisions of the Companies Act, 1956/2013, a Partnership Firm, a Limited Liability Partnership, Association of Persons, Body of Individuals/HUF, Society registered under Societies Registration Act, 1860 or any other law of any State, Cooperative Society.

(l) "NPCI" shall mean National Payments Corporation of India;

(m) "OTP" means the one-time password received by you on your registered mobile number for availing Selfe Loans;

(n) "PEP" shall mean Politically Exposed Person as defined by the RBI in Master Direction-Know Your Customer (KYC) Direction, 2016.

(o) "RBI" shall mean Reserve Bank of India.

(p) Registered Mobile Number: Mobile number registered or modified by you on the Selfe portal. You shall be responsible for any change or modification made to the mobile number

(p) "Third-Party Product & Services" refers to any product and/or service of a party other than that of ESFB, which are offered through the Selfe Loans Platform.

2. INTERPRETATION

(a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".



(b) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

(c) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms & Conditions.

3. DOCUMENTATION

(a) The collection, verification, audit and maintenance of information on the portal is a continuous process and ESFB reserves the right, at any time, to take steps necessary to ensure compliance with Applicable Law / regulation. ESFB reserves the right to discontinue services / reject applications for availing any /all Selfe Loans at any time if there are discrepancies in information and / or documentation provided by you at the time of registration or otherwise.

(b) Any information provided to ESFB with the intention of availing its services, shall vest with ESFB, and may be used by ESFB at its discretion, in accordance with these terms and conditions, for the purpose consistent with the Applicable Law or regulation.

(c) ESFB has the right to call for additional documents/information.

4. SELFE LOANS

(a) You irrevocably agree and understand that by logging in to the Selfe Loans Platform you can access, and avail various Selfe Loans, cards, etc., provided by ESFB and no separate sign in shall be required for each loan.

(b) You may browse, check, and apply for and avail various products / services which are available through the Selfe Loans Platform, subject to the terms and conditions of ESFB. The products and services shall be governed by specific terms and conditions applicable for such products and services, which are in addition to the terms and conditions as provided herein;

(c) If you are an existing ESFB customer, you may check your existing loan / other product or service details and also avail new products and services or offers, subject to fulfilment of applicable terms and conditions in relation to the same; and

(d) Avail the below mentioned services (terms and conditions for the same are more specifically detailed under the Annexures appended herewith and the same shall be in addition to the Terms of Use provided herein):

5. ELIGIBILITY



(a) You, by accessing/logging in, browsing or otherwise using the Selfe Loans Platform of ESFB hereby represent and warrant that, you:

(i) Are a citizen of India;

(ii) Completed the age of 18 years and attained the age of majority;

(iii) Signatory of an Entity, duly authorized;

(iv) Are capable of entering into a legally binding agreement; and

(v) Are not barred or otherwise legally prohibited, from accessing or using the Selfe Loans Platform and/or from availing Selfe Loans.

(vi) are the sole owner of Selfe Loans Account and cannot have more than one Selfe Loans Account at any point of time and if you allow any individual to use your Selfe Loans Account, such usage being not appropriate and not permitted by ESFB in any manner, you shall be solely responsible for any consequences thereof and for all actions taken in and/or through Selfe Loans Platform.

(b) In addition to the above-mentioned requirements, you may also have to fulfil additional criteria as may be specified on the Selfe Loans Platform to avail Selfe Loans.

6. You shall abide by the ESFB's Terms and Conditions as set out herein and the changes thereto as communicated through and/or made available on Selfe Loans Platform from time to time. You agree that the availing of Selfe Loans, so offered by ESFB, are subject to credit and legal norms of ESFB and Applicable Law. You hereby agree and understand that ESFB reserves its right to accept or reject your request for availing products/services on Selfe Loans Platform and ESFB's decision in this regard would be final. Further, you agree to execute all necessary documents/forms and/or furnish all information and/or comply with all the requirements so communicated by ESFB, from time to time.

7. You agree that ESFB may, at its discretion, engage the services of its group company(ies), subsidiaries, merchant / vendors / service providers / business associates / partners / Affiliates, direct sales agent ("DSA"), direct marketing agent ("DMA"), recovery / collection agents ("RA"), Independent Financial Agents ("IFA") (hereinafter collectively referred to as "ESFB Partners") for providing Selfe Loans and / or obtaining or verifying any information in relation to you / your assets, and any necessary or incidental lawful acts / deeds / matters and things connected with the loan including but not limited to recovery of its dues under the loan , as ESFB may deem fit.



8. You agree that ESFB may at its sole discretion, amend any of the services / facilities or conditions relating to a Selfe Loans Account, either wholly or partially at any time by giving you notice and / or provide an option to you to switch to other products / services / facilities.

9. Any change in the Selfe Loans Account status or change of registered address and / or registered mobile number and / or email address shall be immediately communicated to ESFB and shall duly get the same changed in the records of ESFB, failing which you shall be responsible for non-receipt of communication / deliverables / transactional messages or the same being delivered at the old address / mobile number so registered in the records of ESFB, and you shall be deemed to have been communicated by ESFB. You hereby agree and understand that your access to the electronic transaction services / mobile application may be blocked /restricted in case of invalid mobile number registration.

10. You hereby agree that ESFB has adopted industry standard security procedures to carry out your verification through one-time electronic acceptance / confirmation / authentication either through a registered mobile phone or through any electronic / web platform and / or through your email id, submitted to ESFB, in conjunction with the password for signing into the Selfe Loans Platform and / or the passcode set by you for undertaking any transactions and / or any other procedure as informed by ESFB, from time to time. You hereby convey your full comprehension of and acceptance to the abovementioned security procedures followed by ESFB and further agrees and understands that any unauthorized disclosure, access, breach and/or use of the same by you, can put the security of your account at risk.

11. You hereby understand and agree that failure and / or delay to furnish details so required by ESFB to comply with its statutory / regulatory obligations, may result in closure of the Selfe Loans Account and / or blocking or restricting your usage of the Selfe Loans Platform by ESFB, under intimation to you.

12. CONSENT OF CUSTOMER

(a) Before using / availing the Selfe Loans, you must carefully read these Terms of Use and Privacy Terms provided <https://www.equitasbank.com/sites/default/files/2021-10/Privacy-policy-revised.pdf> . By Accessing, browsing or otherwise using the Selfe Loans Platform and / or Selfe Loans provided by ESFB, you agree and explicitly consent to all the terms and conditions under the Terms of Use and the Privacy Terms, including any modification / amendments thereof from time to time (collectively "Terms") by confirming the same through One Time Password ("OTP") sent on your mobile number and / or



confirming acceptance through your registered email address available in ESFB records or such other mode of authentication as may be prescribed by ESFB, from time to time.

(b) You hereby agree, consent and expressly authorize ESFB / its representatives / agents / its group companies / Affiliates/agents to send communications, notices regarding completion of on-boarding process, loans, insurance and other products from ESFB, its group companies and / or third parties that have partnered with ESFB, through telephone calls / SMSs / emails / notifications / post / bitly / WhatsApp / bots / in person communication etc. including but not limited to any promotional communications / messages. Any communications sent by ESFB through aforesaid modes shall be binding on you. You shall exercise care and caution while accessing such messages and shall not access any messages, if found to be suspicious and immediately communicate to ESFB.

13. WITHDRAWAL OF CONSENT

You shall have the option to withdraw your consent after fulfilling the pending contractual obligations, if any, to ESFB and in accordance with prevailing law / regulation applicable for such withdrawal. After fulfilling the contractual obligations, you are at liberty to refrain from using Selfe Loans Platform and / or Selfe Loans. However, your continued use / availing of the Selfe Loans Platform / Selfe Loans would be construed as deemed acceptance of these Terms of Use and its associated policies mentioned hereof, including any modification thereof.

14. YOUR OBLIGATIONS WHEN USING SELFE LOANS PLATFORM

(a) You agree NOT to use Selfe Loans Platform: (i) for making any fraudulent transactions, and (ii) for purposes that are unlawful, illegal or forbidden by these Terms of Use or under any Applicable Laws. ESFB may, at its sole discretion, at any time and without prior notice or liability, impose additional requirements and restrictions or suspend, terminate or restrict your access to Selfe Loans Platform and / or Selfe Loans (or any portions thereof).

(b) You shall be solely responsible for maintaining the confidentiality and security of your Selfe Loans Account, password, PIN, OTP, login details etc (“Credentials”) and activities that occur in or through your Selfe Loans Account. Further, ESFB shall not be liable for any loss / damage caused to You, in any manner whatsoever, arising out of/in relation to, misuse of your Credentials, with or without your knowledge.

(c) You further agree NOT to:

(i) host, display, upload, modify, publish, transmit, update or share any material or information that: (a) belongs to another person and to which you do not have any right to; (b) is grossly harmful, harassing,



blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of any other individual's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; (c) harm minors in any way; (d) deceive(s) or mislead(s) the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (e) impersonates another person; (f) contains software viruses, worms, trojans, spyware, adware, software disabling codes, other malicious or intrusive software, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource or any spyware; (g) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign States, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; (h) infringes the intellectual property rights, legal rights, or interests of any third party; (i) adversely interferes with the working of the Selfe Loans Platform or parts thereof, and or modifies or disables any of the functionality and/or the settings of the Selfe Loans Platform, including without limitation any security measures deployed on the Selfe Loans Platform.

(ii) Falsify or delete any 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;

(iii) Violate any code of conduct or other guidelines, which may be applicable for or to any portion of Selfe Loans Platform and/or availed Selfe Loans.

(iv) Violate any Applicable Laws for the time being in force and/or that becomes applicable;

(v) Attempt to gain unauthorized access to any portion or feature of Selfe Loans Platform, or any other systems or networks connected to Selfe Loans Platform or to any server, computer, network, or to any of the services offered on or through Selfe Loans Platform by hacking, password "mining" or any other illegitimate means;

(vi) Reproduce, duplicate, copy, sell, resell or exploit any portion or feature of Selfe Loans Platform, in any manner whatsoever;

(vii) Probe, scan or test the vulnerability of Selfe Loans Platform or any network connected to Selfe Loans Platform or breach the security or authentication measures on Selfe Loans Platform or any network connected to Selfe Loans Platform;

(viii) Reverse look-up, trace or seek to trace any information of Selfe Loans Platform, including any account on Selfe Loans Platform its source code, or exploit Selfe Loans App or any service or information made available or offered by or through Selfe Loans Platform.

15. FEES OR CHARGES



You shall be responsible to pay fees / charges that may be applicable to transactions executed through Selfe Loans Platform or for the use of Selfe Loans or for use of Selfe Loans Account and / or any feature thereof, to ESFB or to such third party, as the case may be. Further, the fee applicable in relation to the Selfe Loans are provided for in the Schedule I below. ESFB shall have full right in its sole and absolute discretion to determine nature and quantum of fee / charges that may be applicable to the transactions executed through Selfe Loans Platform or for use of the ESFB Product and Services or any feature thereof. In the event of any change in applicable fee / charges, the same shall be notified to you in accordance with the terms and conditions of the respective products / services being availed by you and which shall be binding upon you.

The current charges (which may be modified in future at the sole discretion of ESFB and after giving due notice) can be viewed by you at on the ESFB website against the product, For instance <https://www.equitasbank.com/home-finance>.

16. PRIVACY TERMS

You hereby acknowledge and agree that ESFB can collect, hold, use and transfer your personal data in accordance with these Privacy Terms available at <https://www.equitasbank.com/policies>. The manner of collection, usage, processing and storage of your personal data will be as under:

16.1 Type of information collected: ESFB collects / will collect such information that is necessary for the specified and lawful purposes of rendering the Selfe Loans and ESFB will not further process the same in a manner that is inconsistent with the said purposes. Further, ESFB may collect the following types of information:

(a) Information provided by You:

(i) When you commence using the Selfe Loans Platform / Selfe Loans, ESFB may ask you to provide certain information as part of the registration process / login process / sign-up process, and in the course of your interface with the Selfe Loans Platform and while availing Selfe Loans, ESFB may collect the information through various online sources, including through Selfe Loans Account registration forms, contact us forms, or when you interact with the support team of ESFB.

(ii) At the time of registration / login / sign-up to the Selfe Loans Platform and / or while availing the Selfe Loans, ESFB may ask including but not limited the following information:

(a) Name (First Name, Middle Name and Last Name);

(b) Mobile Number;

(c) Email ID;



(d) Date of Birth;

(e) PAN;

(f) Documents as may be required for KYC Compliance of law / regulation;

(g) Such other details / documents as may be deemed necessary by ESFB from time to time.

(iii) Pursuant to the features of the Selfe Loans Platform or the nature of Selfe Loans availed by you, from time to time, ESFB may seek additional information including address, payment or banking information, credit/debit card, bank account details and any other governmental identification numbers or documents, in accordance with the applicable law. You may choose to provide such additional information, if you choose to avail the relevant feature of the Selfe Loans Platform and / or the Selfe Loans.

(b) Information captured while using / browsing Selfe Loans Platform:

i. You acknowledge and agree that all information collected by ESFB is on an “as-is” basis and ESFB shall not be responsible for the authenticity of the information provided by you.

ii. ESFB collects your information as per your use and browsing on the Selfe Loans Platform through various technologies/applications. This includes transaction details related to you, including the manner of use of Selfe Loans, the type of services requested by you, the payment method/amount and other related transactional and financial information. Further, depending on the rewards/offers claimed/availed by you, ESFB also collects the order details, delivery information etc.

iii. ESFB may from time to time, during the course of your utilization / access of the Selfe Loans Platform / Selfe Loans, require access to certain additional information only after obtaining Your additional explicit consent. Such additional information may include: (i) Your SMS information stored on your device, (ii) Your location information (IP address, longitude and latitude information), for verifying the location and to check the feasibility of Selfe Loans Platform’s serviceability, (iii) Your device and / or call log details / contact details, to prevent fraud and to stop unauthorized device access of Selfe Loans Platform on your behalf, (iv) mobile device identification number and SIM identification number and (v) Your email details / access to verify your credentials including your conduct on online platforms.

(c) Information Collected from Third Parties:



i. ESFB may, upon receiving your consent, request certain third parties to provide information about you to further personalize your experience on Selfe Loans Platform, and provide certain services that cannot be accessed by all users of the Selfe Loans Platform.

ii. ESFB may collect your credit related information (including credit score) from third parties (e.g. Credit Information Companies / Information Utilities / Account Aggregators) under a contract.

iii. ESFB may receive Your additional information, such as (i) to conduct due diligence of your profile (ii) information to help detect fraud and safety issues, from third party service providers and / or partners, and (iii) information about you and your activities through partnerships, or about your experiences and interactions from ESFB partner networks.

16.2 How the collected Information is used:

1. Your information is collected for providing better service in respect of Selfe Loans to you, and to comply with Applicable Laws / regulations (if any). You hereby agree and acknowledge that ESFB may, to the extent permitted by Applicable Law / regulations, share or process your information in connection with the Selfe Loans collected by ESFB from you while accessing the Selfe Loans Platform, with its group companies, subsidiaries, Affiliates, service provider, agencies and/or any third party, including but not limited to, for the purposes, such as, to complete the transaction initiated by you, to render service to you and/or to enhance the Selfe Loans for you, to offer new products etc in terms of manner of such collection, usage and storage is governed by the Privacy Terms stated herein.

2. ESFB may utilize your information for the following purposes:

a) To curate / optimize loan / Selfe Loans, related offers and rewards customized for you;

b) To curate specific financial product / other products for you based on your financial transactions, investments, and past financial behaviour.

c) To improve the Selfe Loans, ESFB may also collect other types of information which are not directly or indirectly linked to you and which is aggregated, anonymized or de-identified, as the case may be.

d) Providing, processing, maintaining, improving and developing Selfe Loans Platform / Selfe Loans for you.

e) Communicating you about Selfe Loans Platform / Selfe Loans, or addressing any general queries, such as updates, support, or information about our events or notices.

f) Conducting marketing related activities, such as providing marketing and promotional materials.



g) Analyzing statistical information about the use of Selfe Loans Platform to improve Selfe Loans.

h) Storing and maintaining your information for complying with its obligations under Applicable Law.

3. Following is an illustrative list of activities (which are inclusive only, but not exhaustive in nature) whereby ESFB may further use your information for:

(a) Creating Account: Setting up your Selfe Loans Account and for availing Selfe Loans.

(b) Identifying devices: Device related information and application related information may be used to identify Devices when you use / access Selfe Loans Platform;

(c) Verification: ESFB uses information to verify your identity.

(d) Managing risks and conducting anti-fraud checks: Device related information as well as your contacts, SMS, location and information may be used to control risk, detect fraud and provide better services to the you;

(e) Diagnosing service failures: Logs information may be used to help diagnose service or technical problems and maintain security.

(f) Conducting data analysis: Device related information and application related information may be used to analyze and develop statistical information on use of ESFB services to improve the quality of services provided to you;

(g) Improve experience: ESFB may analyze your usage data availed from Selfe Loans Platform to improve its product / service offerings / experience for you.

(h) Collect your feedback: In order to follow up on the feedback that you have chosen to provide, ESFB may correspond with you for utilizing the information provided and may keep records of the same.

(i) Sending notices: From time to time, ESFB may use your information to send important notices, such as communications about changes to the terms, conditions, and policies.

4. ESFB may utilize the information including but not limited to the consumer number, subscription id, bill number or registered mobile number, registered telephone number, account id / customer id, or such other identifier(s) which are required to fetch the outstanding payment(s) due / subscription or bill value, subscription plan, due date, and such other information necessary to facilitate the bill payments.

5. By accessing the Selfe Loans App, You hereby grant ESFB the SMS read permission and agree that ESFB may access SMS from or regarding billers, bill reminders and bill payment confirmations to identify the billers that you interact with (“Relevant Billers”).



6. ESFB may utilize your name, phone number, email address and Selfe Loans Account details (if any), to promote marketing of its various products & services. You shall have the right to opt out from receiving promotional communications from ESFB by registering yourself in the Do not Call Register or send an email to : customerservice@equitasbank.com.

7. ESFB may utilize the information as part of payment services such as to enable you to access and utilize the payment services in compliance with Applicable Law & regulations and share such information with third-party Service Providers for a seamless experience for you.

17. COOKIES

ESFB uses data collection devices such as “cookies”, etc. on certain parts of the Selfe Loans Platform to help and analyze the Selfe Loans. The Selfe Loans may be offered to you based on your access or interaction to the Selfe Loans Platform. For the sake of clarity, “cookies” are small files which are accessed either on the web / mobile platform and / or placed on your device hard-drive / storage that assist in providing the services. Please be informed that ESFB may offer certain features via the Selfe Loans Platform that may only be available through use of a “cookie”.

18. TERMINATION / SUSPENSION OF SELFE LOANS ACCOUNT:

(a) If you violate any of these covenants herein, ESFB reserves the right to terminate your access or delete the Selfe Loans and / or ESFB can prohibit or bar you from using or accessing such Selfe Loans Account / ESFB Services. ESFB may temporarily or permanently suspend or freeze or block access to the Selfe Loans Account / ESFB Services, if it has reason to believe that there is suspicious or unusual activity being carried out by you or if ESFB is of the view and / or suspects any omission and / or commission including but not limited to any malicious attack / fraud / mischief / impersonation / phishing / hacking / unauthorized access etc., for such period as it may be deemed fit until it has received to its satisfaction the necessary clarifications as sought from you and / or until it is convinced that operations in the Selfe Loans Account can recommence. You shall forthwith furnish all clarifications / information sought by ESFB. You may reach out to the ESFB grievance redressal team for any assistance, if any, needed by you as a result of the afore-mentioned suspension / deletion to resolve the same, the details of which are provided in Clause 30 below.

(b) You agree and acknowledge that, ESFB may at its sole discretion without assigning any reason, terminate your Selfe Loans Account at any time by giving you a 15 (fifteen) calendar days’ notice. Provided no such notice period requirement shall arise in case of any breach by you of these Terms of Use.



19. DISCLAIMER

(a) The Selfe Loans including all content, software, functions, material, and information made available or accessible through the Selfe Loans Platform are provided on “as is” basis. ESFB or its agents, co-branders or partners, make no representation and warranty of any kind for the content, software, functions, material, and information available / accessible through Selfe Loans Platform.

(b) ESFB does not warrant in any manner whatsoever that the functions contained in content, information and materials on the Selfe Loans Platform, including, without limitation any third-party sites or services linked to the Selfe Loans Platform, will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Selfe Loans Platform or the servers that make such content, information, and materials available are free of viruses or other harmful components.

(c) You understand that a payment transaction, if any, is solely between You (using the Selfe Loans Platform) to make payment (“Sender”) and the person / entity who receives such payment including payment gateway from the Sender (“Recipient”) and ESFB does not provide any guarantee or warranty with respect to any such service, goods, quality, quantity or delivery level commitment provided by such person / entity.

20. INDEMNITY

You agree to defend, indemnify and hold harmless ESFB, its Affiliates, its promoters, officers, directors, employees and agents, partners, licensors, licensees, consultants, contractors and other applicable third parties from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs or debt, and expenses (including any legal fees) arising out of:

(a) Your access of / to Selfe Loans Platform / Selfe Loans;

(b) Your violation of any of these terms, including but not limited to Terms of Use and / or Privacy Terms;

(c) Your violation of any third party right, including any intellectual property right or privacy right;

(d) Your failure to be in compliance with applicable law, including tax regulations; and / or

(e) Any claim raised by any third party, arising out of any damage caused to such party due to your access or usage of Selfe Loans Platform and / or Selfe Loans for any wrongful manner.

f) Furnishing of incorrect or false information.

21. DAMAGES AND LIMITATION OF LIABILITY

(a) Notwithstanding anything contained in these Terms of Use or any other document, ESFB, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and



representatives shall in no event be liable to You or any other person for, for any reason and/or in any manner whatsoever:

(i) any indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use ESFB's products / services and data / content or reliance on those, howsoever caused and regardless of the form of action (including tort or strict liability);

(ii) any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and / or;

(iii) any loss or damage arising as a result of improper usage or malfunction of any computer or mobile phone or other telecommunications equipment, payment gateway etc., used to access ESFB's products / services or incompatibility thereof with our systems;

(iv) additionally, ESFB shall be under no liability for any damage, loss or expense, or for any obligation to pay interest for unsuccessful credit or debit of funds under any of the ESFB's products / services which are availed by access to and use of Selfe Loans Platform, unless the same is directly attributable to willful default or gross negligence on the part of ESFB.

(b) ESFB shall not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by:

(i) act or omission of any third party including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing;

(ii) Use of Selfe Loans Platform / Selfe Loans by third persons / parties, whether authorized or unauthorized by you;

(iii) Transfer of funds to the wrong mobile number / recipient / account by you;

(iv) Any duplicate payments or delayed payments, or any penalty / interest / late payment fee levied by the biller upon you;

(v) erroneous recharges to incorrect mobile number or DTH number, bill payments made towards wrong billing accounts, credit cards etc, fund transfers to unintended beneficiaries;

(vi) Theft or loss of your mobile phone / electronic device, hardware and / or equipment on which the app is installed;

(vii) Your inability to effect or complete any transaction due to system maintenance or breakdown / non-availability of the Selfe Loans Platform or any network;

(viii) you being deprived of the use of Selfe Loans Platform as a consequence of any act or omission by ESFB for compliance with any Applicable Laws and / or regulations and any instructions and / or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and / or its officials.

(c) Notwithstanding anything contained under these Term of Use or any other document, in no event, ESFB or any of its directors, employees, agents and / or personnel shall be liable to You, for any damages, liabilities, losses, arising out of: (i) these Terms of Use, the platform or any reference site, mobile application, products or services made available on Selfe Loans Platform; and / or (ii) Your use or inability to use the reference site, mobile application, products or services or any reference site made available through Selfe Loans Platform. Further ESFB's aggregate liability in any manner whatsoever shall not exceed Rs. 1000/-, unless specifically provided for under any Applicable Law.

(d) This Clause shall survive even after the termination of your Selfe Loans Account and/or Selfe Loans and/or use of Selfe Loans Platform by you.

22. RECORDS OF TRANSACTIONS:

The records of transactions on Selfe Loans Platform shall be deemed conclusive evidence against you and the same shall be binding on you except in the case of computation and / or manifest error. In case there are no transactions initiated by you in your Selfe Loans Account for a continuous period of one (1) year, then such account would be treated as an 'Inactive' Account by ESFB. You agree that your Selfe Loans Account status would change to 'Active' only based on your instruction in this regard and after submission of details/documents/acceptance for terms as may be deemed necessary by ESFB.

23. RIGHT TO LIEN / SET OFF

(a) You hereby grant and confirm the existence of the right of lien and set-off with ESFB, which ESFB may, subject to Applicable Law, at any time without prejudice to any of its specific rights under any other agreements / contract with you, at its sole discretion and with or without notice to you to appropriate or adjust or set-off any monies belonging to you and lying in credit/ deposited with ESFB towards any of Savings account, fixed deposit account, ESFB's dues, erroneous, excess or mistaken credit received by You and outstanding's, including any charges / fees / dues payable under these Terms of Use.

(b) Further, you hereby also grant and confirm the existence of the right of lien and set-off with ESFB, which ESFB may, subject to Applicable Law, at any time without prejudice to any of its specific rights under any other agreements / contract with you, at its sole discretion with or without notice to you to appropriate or adjust any monies belonging to you with ESFB in order to recover funds for transactions which are incorrectly or erroneously processed.



(c) ESFB shall not be held responsible or liable for any losses, expenses, costs etc. suffered or incurred by you by reason of exercise of the right of lien and set-off by ESFB. ESFB shall, also be entitled to debit your Selfe Loans Account or remit the amount standing to the credit of the account(s) whether jointly or singly, as the case may be, to the concerned authority without any notice to you pursuant to the receipt of any notice or direction to that effect from any statutory / regulatory / legal / investigative authorities.

24. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

(a) Selfe Loans Platform and/or Selfe Loans are protected by intellectual property laws. No information, content or material from the Selfe Loans Platform may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without ESFB's express written permission. You are hereby given limited permission to use the Selfe Loans Platform, subject to your agreement of these Terms of Use.

(b) By uploading, submitting, storing, sending or receiving content that may include feedback to or through Selfe Loans Platform, You grant ESFB unconditional permission to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The permission so granted by You in favor of ESFB is for the limited purpose of operating, promoting, and improving the Selfe Loans Platform and Selfe Loans Platform Services, offered by itself and/or through any of its group companies, subsidiaries, Affiliates, service providers, agents, and also to develop new features and services.

25. TAX LIABILITY

You hereby agree to comply with any and all applicable tax laws in connection with use of the Selfe Loans, and/or Selfe Loans Account, including without limitation, the reporting and payment of any taxes arising in connection with payments made through the Selfe Loans App.

26. LICENSE AND ACCESS

(a) ESFB is the sole owner of all rights, title and interest including any and all intellectual property rights in Selfe Loans Platform.

(b) ESFB grants you limited permission to access and use Selfe Loans Platform for personal, non-commercial use and the same is non-transferable and it does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in Selfe Loans Platform or the services provided thereon.

(c) You do not have the right to use any of ESFB's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.



(d) Any unauthorized use of Selfe Loans Platform shall trigger breach of these Terms of Use and would result in legal action being initiated by ESFB against you under the prevailing Applicable Laws.

27. FORCE MAJEURE

ESFB shall not be held responsible for any damage, loss, non-availability of the Selfe Loans Platform or Selfe Loans Platform services or deficiency in provision of the same, which are beyond the control of ESFB and which are resulting directly or indirectly, for reasons such as, including but not limited to:

(a) fire, earthquake, any other natural calamity, flood, epidemic, power outage;

(b) strike, lockout, labor unrest;

(c) riot, civil disturbance, war, civil commotion;

(d) act of God, act of terrorism, emergency (declared for health or other reasons);

(e) court order, change in law, or any other circumstance;

(f) network / server downtime either of its own or procured through third parties, suspension, interruption, malfunctioning of the wireless technology, peripherals, software systems, communication failure, hacking etc.,

(g) any unauthorized disclosure / breach personal / sensitive personal information, etc and any direct / indirect losses suffered by you due to your conduct, such as:



I. Your conduct in using third party extensions, plug-ins or add-ons on the / you web browser;

II. You shall NOT access darknet, unauthorized / suspicious websites, suspicious online platforms, downloading applications from unreliable sources;

III. You shall NOT respond to any generic emails or any web / bitly / chatbot links, any other link in electronic form etc., from an unknown / unidentified source.

28. GENERAL

(a) No joint venture, partnership, employment or agency relationship exists between you and ESFB.

(b) If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision or part thereof shall to that extent be deemed not to form part of these Terms of Use but the legality, validity and enforceability of the other provisions in these Terms of Use shall not be affected. In that event, ESFB shall endeavor to replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and which shall be binding on you.

(c) These Terms of Use constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

(d) ESFB may, at its sole discretion, transfer or assign its rights and obligations stated herein, without providing any notice to you, or to any third parties.



(e) For Your convenience, frequently asked questions (FAQs) are provided on the Selfe Loans Platform to provide general information on frequent questions or concerns relating the products and services; however, in case of confusion / disconnect / dispute, specific product / services terms shall prevail.

29. MODIFICATIONS AND UPDATES TO SELFE LOANS PLATFORM

(a) ESFB reserves the right to make changes to, or update Selfe Loans Platform applications, and / or to charge for its Selfe Loans, at any point of time and for any reason. You shall be required to download the updates if You intends to keep using Selfe Loans Platform. However, ESFB does not promise / guarantee in any manner whatsoever about the continuous availability of the Selfe Loans Platform and / or that it shall always update Selfe Loans Platform so that same is relevant / accessible to you or that the updated versions of Selfe Loans Platform will always be compatible with your mobile devices / computer /electronic operating systems.

(b) ESFB reserves the right, at its sole discretion, to change or otherwise modify these Terms at any time by posting an updated version on the Selfe Loans Platform. The updated version of these Terms shall supersede the previous version of the Terms and shall be immediately effective upon posting on the Selfe Loans Platform and shall be binding on you.

30. GRIEVANCES

Grievances for Selfe Loans

(a) In case you have any concerns regarding Selfe Loans, please contact: <https://www.equitasbank.com/register-your-feedback>

31. GOVERNING LAW AND JURISDICTION

All transactions carried out in connection with Selfe Loans through Selfe Loans Platform and entire relationship as contemplated herein shall be governed by the laws of India. You agree that all claims, differences and disputes which we may have shall be subject to the exclusive jurisdiction of the competent courts at Chennai Tamil Nadu.

32. REWARDS PROGRAM SCHEME(S)



You may be eligible for various rewards under ESFB Reward Schemes, post completion of transactions and fulfilment of certain pre-decided event to get cashback, ESFB Reward Points, promotional points and vouchers as detailed Clause (I) of Annexure II of the Terms of Use of Selfe Loans Platform. ESFB shall at its sole discretion may change and/or amend the criteria, eligibility and benefits of Reward Program Schemes at its sole discretion and each and every Reward Program Scheme shall have its own time bound validity.

ANNEXURE:

ESFB LOANS PRODUCTS & SERVICES

A. TERMS AND CONDITIONS FOR ESFB LOAN PRODUCTS:

1. ESFB through this Selfe Loans Platform, subject to its internal policies and at its sole and absolute discretion, may provide offers in relation to, different loan products including but not limited to, personal loan, business loan, loan against gold jewelry, secured loan, unsecured loan, for availing products/services from ESFB network partners/ ancillary services in relation to the same (collectively "ESFB Loan Products").

2. You hereby agree and acknowledge the following, if you wish to avail ESFB Loan Products:

(a) To submit and execute any/all documents, including but not limited to Application Form, Loan Terms, Loan Agreements and other documents/details in relation to NACH mandate and/or KYC compliance ("ESFB Loan Product Terms"), in such form and manner as may be required by ESFB, through Selfe Loans Platform or otherwise.

(b) You are bound to follow the detailed process as prescribed by ESFB through the Selfe Loans Platform or otherwise to avail/apply for ESFB Loan Product Terms.

(c) ESFB may at its sole and absolute discretion reject or approve your application/request for ESFB Loan Product, as it may deem fit.

(d) ESFB Loan Product, shall be subject to payment of all fees / charges as mentioned in the ESFB Loan Terms and Conditions or as may be prescribed by ESFB from time to time.

(e) These terms are in addition to and not in derogation to the ESFB Product Loan Terms, in case of inconsistency between them the ESFB Product Loan Terms shall prevail.