

**TERMS AND CONDITIONS**  
**Last updated on: [19/09/2024]**

These Terms and Conditions (“**Terms**”) govern access or use by you (“**user**”, “**you**”, “**your**”) of the Platform (defined below) provided by Aditya Birla Capital Digital Limited (“**ABCDL**”, “**we**”, “**us**” or “**our**”), a company established under the laws of India, having its registered office at 18th Floor, One World Center, Tower 1, Jupiter Mills Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai 400013. Please read these Terms carefully before accessing or using the Platform or our Services (defined below). These Terms also include our Privacy Policy, available at <https://www.adityabirlacapital.com/app-digital/privacy-policy> (“**Privacy Policy**”) and the Additional Terms and Conditions (defined below).

Your access and use of the Platform and the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and ABCDL. If you do not agree to these Terms, you may not access or use the Services or the Platform and/or immediately terminate the Services and/or uninstall the Mobile Application. For the avoidance of doubt, it is clarified that these Terms shall apply to all Services offered by ABCDL.

We may amend the Terms at any time by posting an updated version on the Platform or otherwise. The updated version of the Terms shall take effect immediately and it is your responsibility to review these Terms of use periodically for updates / changes. Your continued use of the Platform following the changes shall be deemed to mean that you accept and agree to the revisions including additional Terms or removal of portions of these Terms, modifications etc. As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to use the Platform and avail the Services.

Usage of this Platform indicates your consent to these Terms; however we strongly recommend you to read the terms carefully before continuing to use the Platform /Services.

For the purpose of further clarity, this document is an electronic record in terms of the Information Technology Act, 2000, (“**IT Act**”) and the amendments thereof from time to time and the rules thereunder as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

## **1. DEFINITIONS**

1.1 "**Additional Information**" shall have the same meaning as ascribed to it under Clause 5.3 hereinbelow.

1.2 "**Additional Terms and Conditions**" shall mean any guidelines, additional terms, policies, or disclaimers made available or issued by us, any third party or Affiliate from time to time in relation to the respective Service.

1.3 "**Affiliate(s)**" shall mean group companies, associates, and/or subsidiaries of ABCDL and / or Aditya Birla Capital Limited.

1.4 "**AI Chatbot**" shall mean an artificial intelligence technology application which generates

responses.

1.5 **“AMFI”** shall mean the Association of Mutual Funds in India;

1.6 **“Applicable Law(s)”** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permit, licences, approvals, consents, authorisations, government approvals, directives, guidelines, requirements, or other governmental restrictions, or any similar form of a decision of, or determination by, or any interpretation, policy or administration, having the force of the law of any of the foregoing, by any Authority, whether in effect as on the date of you agreeing to be bound by these Terms or at any time thereafter.

1.7 **“Asset Management Company” or “AMC”** shall mean an entity which is registered with the SEBI and handles the day-to-day operations and investment decisions of a Mutual Fund.

1.8 **“Authority”** shall mean any judicial, quasi-judicial, governmental authority, statutory authority, regulatory authority, self-regulatory authority, government department, agency, commission, board, rule or regulation-making entity or authority having or purporting to have jurisdiction over you or us, or other subdivision thereof to the extent that the rules, regulations, standards, requirements, procedures, or orders of such authority, body, or organisation have the force of any Applicable Law or any court or tribunal having jurisdiction, including but not limited to the Reserve Bank of India, Insurance Regulatory and Development Authority of India, Pension Fund Regulatory and Development Authority, Securities and Exchange Board of India, National Payments Corporation of India and Association of Mutual Funds in India.

1.9 **“Category Specific Transaction(s)”** shall mean successful peer to peer payment(s), peer to merchant payment(s) and/or bill payment(s) undertaken by a user on the Platform, or any other transaction specified in this regard by ABCDL from time to time.

1.10 **“CIC Terms”** means the terms and conditions of the CICs.

1.11 **“Credit Information Company” or “CIC”** means a credit information company registered with the Reserve Bank of India in accordance with the provisions of the Credit Information Companies (Regulation) Act, 2005, which ABCDL has partnered with in order to provide the Credit Information Services.

1.12 **“Credit Information Report”** shall mean the credit information reports which shall be generated by the CIC.

1.13 **“Credit Information Services”** has the meaning ascribed to the term in Clause 13.2.1.

1.14 **“Credit Information”** has the same meaning as ascribed to the term under the Credit Information Companies (Regulation) Act, 2005 as may be amended from time to time.

1.15 **“Credit Score”** means the score that is set out in the Credit Information Report including any inferences, references, and details, as may be provided at the sole discretion of the CIC.

1.16 **“Cut-off Time”** refers to the cut-off time for the purchase, switch, and redemption of all Mutual Fund schemes as prescribed by the AMC;

1.17 **“Device Binding”** shall mean the compulsory requirement to register the User’s device as a trusted device for availing/utilising the Services, which the User shall be able to do only while the SIM for mobile phone number is installed/available in the device being registered.

1.18 **“Digital Health Evaluation”** shall mean the services that provide the user with a report containing a summary of various health parameters based on the information received from a user, such report being derived using a combination of pre-determined set of rules, algorithms, analytics, artificial intelligence.

1.19 **“Digital Multi-Metal Products”** shall mean digital equivalent of physical metals which enables investors to exchange, trade and hold metal ownership without having physical possession.

1.20 **“Health Insurance”** shall have the same meaning as ascribed to the term under the Insurance Act, 1938 as may be amended from time to time.

1.21 **“Housing Finance” or “Housing Finance Loan”** shall have the same meaning as ascribed to the term under the Master Direction Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 as may be amended from time to time.

1.22 **“Investment Account”** shall mean your investor profile created/formed by You on the Mobile Application, for availing the Mutual Fund Services;

1.23 **“Mobile Application”** shall mean mobile application owned and/or operated by ABCDL.

1.24 **“Mutual Fund”** shall have the same meaning as ascribed to the term under the Securities and Exchange Board of India (Mutual Funds) Regulations 1996 as may be amended from time to time.

1.25 **“Mutual Fund Services”** shall have the same meaning as ascribed to it under Clause 16.5.1;

1.26 **“Mutual Fund Transactions”** shall mean an investment undertaken by you in a Mutual Fund scheme or a switch or redemption undertaken by you from a Mutual Fund scheme.

1.27 **“Net Asset Value” or “NAV”** shall mean the current market value of a Mutual Fund share;

1.28 **“Offer Document(s)”** shall mean any and all documents relevant to a Mutual Fund scheme including but not limited to scheme information document, statement of additional information, and key information memorandum, issued by the AMC that manages the Mutual Fund;

1.29 **“Permitted Time Period”** has the meaning as ascribed to the term under Clause 13.1.

1.30 **“Platform”** shall mean an interface provided by ABCDL through the Mobile Application and Website or otherwise.

1.31 **“Purpose”** has the meaning as ascribed to the term under Clause 13.2.1.

1.32 **“Reward Partners”** shall have the same meaning as ascribed to it under Clause 7.2.4.1 of these Terms.

1.33 **“Reward Points”** shall have the same meaning as ascribed to it under Clause 7 of these Terms.

1.34 **“Services”** shall have the same meaning as ascribed to it under Clause 3 of these Terms.

1.35 **“SIM Binding”** shall mean the compulsory requirement of the SIM for mobile phone number being installed/available in the device while the User attempts to use/avail Services.

1.36 **“SIP”** shall mean a systematic investment plan; and

1.37 **“Third Party Services”** shall have the same meaning as ascribed to it under Clause 3.2 hereunder.

1.38 **“Website”** shall mean the website owned and operated by ABCDL.

## **2. ELIGIBILITY**

2.1. By accepting these Terms, you represent and warrant that (a) you have full legal capacity, right and authority to agree to and be bound by these Terms, (b) you are at least 18 (eighteen) years of age or older, (c) you are an Indian resident, (d) you have not been previously suspended or removed by ABCDL or any of its Affiliates from availing the Services or have been disqualified from availing any Services, (e) you are not barred or otherwise legally prohibited from accessing or using the Services, and (f) you are not and will not impersonate any person, entity or falsely state or otherwise misrepresent such person's or entity's identity. A person who is not competent to contract may not access this Platform and use the Services. If at any time, ABCDL is of the opinion that you do not satisfy the eligibility criteria, including but not limited to any misrepresentation, misuse of any Service or offers, fraudulent or suspicious activities or transactions, ABCDL retains all rights to disable your access to the Platform and/or suspend / terminate your use of the Services with immediate effect.

2.2. If you represent an entity, organisation, or any other legal person, not being a natural person, you confirm and represent that you are duly authorized by the organization, the entity, the legal person, or management of such organisation, entity, or a legal person to accept these Terms have the necessary power and authority to bind such entity, organisation, or legal person to these Terms.

## **3. SERVICES**

3.1. The Services include provision of the Platform by us and the access to various products and services including financial products and services, Digital Health Evaluation, web-based services, e-commerce and payments facilities, and other allied activities to you through the Platform by us, and as may be amended, added, or withdrawn by us from time to time (**“Services”**).

3.2. The Services may include services, content, documents, and information owned by, licensed to, or otherwise made available by a third party or our Affiliates (“**Third Party Services**”), and may also include links to the Third-Party Services. You understand and acknowledge that Third Party Services are the responsibility of the respective third-party or Affiliate that renders such Third Party Services. You further acknowledge that your use of such Third-Party Services is solely at your own risk.

3.3. We make no representations and disclaim all warranties and liabilities arising out of or pertaining to such Third-Party Services including their accuracy or completeness. Should you avail any Third-Party Service, you shall be governed and bound by the Additional Terms and Conditions of the applicable third party or the Affiliate providing the Third-Party Service.

3.4. We shall send all communications to our users by text messages, electronic mails, WhatsApp messages, push notifications and/or via other progressive technology in connection with your access to the Platform, utilisation of the Services and as part of our promotional and marketing strategy. You agree to receive all messages, emails and/or WhatsApp messages including transactional messages from us, any third parties and our Affiliates. We may use Third Party Service providers to send alerts or to communicate with you. You authorize us, our Affiliates and other entities providing Third Party Services to override the DND settings to reach out to you over calls, SMS, emails, WhatsApp messages and any other mode of communication. To the extent permissible under Applicable Law, you agree that all documents, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

3.5. You further acknowledge that you are responsible for the contact details shared with us and shall update us on any change to your contact details.

3.6. You hereby agree and acknowledge that at any point of time we, or a Third Party Service provider or our Affiliates providing any of the Services on the Platform, shall have the right to reject any of your applications for availing any of the Services provided on the Platform at our, the Third Party Service provider’s or our Affiliate’s sole discretion without assigning any reason to you whatsoever, unless otherwise required under Applicable Law.

3.7. You hereby consent to the use, collection, sharing and processing of your personal information in accordance with our [Privacy Policy](#). You hereby agree, acknowledge and confirm that to the extent permitted under the applicable law, any and all information pertaining to you may be shared by us with our affiliates and/or third-party partners to offer you products or services, including loan products, insurance products, investment products and payment related products. You expressly authorise us in this regard.

3.8. You expressly authorise us, our affiliates, and third-party partners to send you communications via text messages, electronic mails, WhatsApp messages, push notifications and/or any other means in connection with the Services and/or as part of any promotional or marketing strategy by us, our affiliates and/or third-party partners, in relation to any products or services, including loan products, insurance products, investment products and payment related products. You authorise us, our group companies and other entities that provide Third Party Services to override any DND settings to reach me over calls, SMS, emails, WhatsApp

messages and any other mode of communication in relation to any products or services, including loan products, insurance products, investment products and payment related products.

3.9. To the extent permissible under applicable law, You agree that all documents, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

3.10. You hereby agree and authorize us to access and retrieve your personal information, including sensitive personal data and information, stored with any third parties, including credit information companies, for the purposes of pre – filling of information in the product / service journeys on the Platform.

#### **4. PROFILE CREATION**

4.1. In order to avail the Services, you will be required to create an account on the Platform by providing your details including but not limited to your name, phone number, email address, and date of birth (**“Account”**). If you choose to create an Account, you agree to provide and maintain true, accurate, and complete information about yourself as prompted on the Platform and failure to do so shall constitute a breach of the Terms, which may result in immediate termination or suspension of your Account. Once registered, certain Services may ask you for additional information in order to avail such Service and may involve creation of sub-accounts for availing such Services.

4.2. The device on which you download the App and use during registration, shall become your registered device and device details shall be stored by us. The moment you log into your account from a different device using the app, you will be asked to allow to send an SMS from the new device, after which the new device becomes the registered device. You will not be able to access your account using your previous device until you re-login and re-authorize yourself on that device. In the event, your phone number using which you have registered is transferred, surrendered and/or deactivated, for any reason whatsoever, it shall be your responsibility to inform us in this regard. In case another individual/person intends to register using the phone number which has been transferred, surrendered and/or deactivated, we would require time to remove/delink the details of the previous Account holder and thereby, reset the account which may take up to Two (2) years from the date of request.

4.3. You are solely responsible for maintaining the confidentiality of the Account details and for any activity that occur through your Account. You agree to immediately notify ABCDL of any actual or suspected unauthorised use of your Account or any other breach of security. ABCDL will not be liable for any losses or damages that may arise from your failure to comply with the above-mentioned provisions or your failure to ensure the confidentiality of your Account or password.

4.4. We reserve the right to disable your access to the Account if, in our reasonable opinion, you are in breach of any provision of the Terms or the Applicable Law or in the event of any actual or suspected unauthorised access to your Account.

4.5. You agree and acknowledge that the device which you use during creation of your Account,

shall become your registered device and the details of such device shall be stored by us. In the event you wish to log into your Account on the Platform from a different device, you will be asked to allow ABCDL to authenticate your contact number with the new device, after which the new device becomes the registered device. Your access to the Services is subject to your compliance with the aforementioned Device Binding and SIM Binding requirements in terms of this Clause at all times.

4.6. You shall be solely responsible for ensuring compliance with Applicable Laws and shall be solely liable for any liability that may arise due to a breach of your obligation of complying with Applicable Laws.

## 5. VERIFICATION

5.1. You may be required to undertake certain additional processes with us in order to avail the Services in order for us to establish your identity and undertake know your customer processes. In this regard, we may require you to upload documents and information (**“Documents”**) that may be necessary for us to ascertain your eligibility to avail the Services, including the Third-Party Services.

5.2. You authorise us, and any Third-Party Service provider we may engage with, to process your Documents and ascertain your eligibility to avail the Services, including the Third-Party Services. Any processing that we undertake shall be in accordance with our Privacy Policy. You agree that such processing may be subject to Additional Terms and Conditions including in the event a third-party processes information under this Clause.

5.3. Further, during the Term, you agree and acknowledge that we reserve the right to undertake any enhanced due diligence measures (this may include seeking any additional information, data, or documentation (collectively, **“Additional Information”**)), (i) either independently to satisfy ourselves; or (ii) on behalf of the Third-Party Service provider, to ensure your eligibility for the Services or for your continued use of the Services. You agree to fully cooperate and share such Additional Information promptly upon request, and further authorise us to process such Additional Information.

5.4. You agree and warrant to provide true, complete, and up-to-date Documents and Additional Information to us. If we suspect that the Documents or the Additional information provided by you is unreliable or appears to be fraudulent or deficient, then we reserve the right to not provide you the Services or the Platform, as the case may be.

5.5. ABCDL does not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.

5.6. By continuing the usage of the Platform and the Services, you hereby represent that you are not a Politically Exposed Person (**“PEP”**) as defined under Applicable Law. In the event you are a PEP, or your PEP status changes such that you become a PEP, you agree and undertake to immediately notify us in writing. You further understand that as a PEP, you will be subject to enhanced due diligence measures as may be required by Applicable Law and our internal

policies.

5.7. You agree and acknowledge that for undertaking any financial transaction through the Platform, we may undertake client/customer due diligence measures and seek mandatory information required for Know Your Customer (“**KYC**”) purpose which as a customer you are obliged to give, while facilitating your request of loan/credit card/mutual fund and / or any other financial product requirements with the banks/financial institutions/partner institutions, in accordance with applicable laws, including Prevention of Money Laundering Act (“**PMLA**”) and rules. We may obtain sufficient information to establish, to our satisfaction or to the banks/financial institutions/partner institutions’ satisfaction, the identity of each user, and to ascertain the purpose of the intended nature of relationship between you and the bank/financial institution/partner institutions. You agree and acknowledge that we can undertake enhanced due diligence measures (including any documentation), to satisfy ourselves / our partner institutions relating to customer due diligence requirements in line with the requirements and obligations under the applicable laws, including PMLA Act and rules thereunder.

## **6. ONLINE PAYMENTS**

6.1. You understand that ABCDL is only acting as a facilitator and the payment transaction is solely between you who uses the Platform to make his payment (“**Sender**”) and the recipient who receives such payment from the Sender (“**Recipient**”) and that we do not provide any guarantees or warranties to you with respect any service, goods, or delivery level commitment provided by the Recipient. We cannot assure that Third Party Services providers or other users are or will be complying with the foregoing Terms or any other provisions mentioned here. You assume all risk of harm or injury resulting from any such lack of compliance by any other user or Third-Party Services providers. You should ensure that you have undertaken adequate due diligence prior to transferring payments using the App or in relation to any of the Services provided on this App.

6.2. You further agree that modes of online payments on this App may be made by the Sender through various modes of payment and will be subject to the terms and conditions of any third - party payment service providers / payment intermediaries whose services are being used by the Sender / Recipient.

## **7. REWARD TERMS**

These terms and conditions as specified in this Clause 7 govern the issuance of reward points (“**Reward Points**”)and Promotional Offers by ABCDL to you.

### **7.1. Terms relating to Promotional Offers**

7.1.1. Subject to your eligibility under this Clause 7, ABCDL may extend a promotional offer to you at its sole discretion in the form of cashback (“**Promotional Offer**”) during the offer period (“**Offer Period**”) as detailed under Clause 7.1.3.

7.1.2. ABCDL hereby clarifies that it does not provide any offers, rewards, incentives, gifts, cashbacks, benefits or inducements, whether monetary or otherwise, by whatever name called, for any payment of an insurance premium or any investment in a mutual fund scheme.



### 7.1.3. Promotional Offers:

a. Cashback of up to an amount as may be decided by ABCDL on undertaking the first successful payment on the Platform:

i. Offer Period: This offer is valid from the date on which you first download the Platform to the date on which you undertake the first successful payment on the Platform or until revoked, cancelled, or suspended by ABCDL, at its sole discretion.

ii. Eligibility: • During the applicable Offer Period, any user who undertakes his or her first Category Specific Transaction will be eligible to receive a cashback of an amount as may be decided by ABCDL (inclusive of taxes).

• Any subsequent payment made by a user during the Offer Period prescribed under Clause 7.1.3(a)(i), will not entitle such user to a cashback under this offer.

b. Cashback of up to an amount as may be decided by ABCDL on undertaking a total of such number of successful payments during the Offer Period as may be decided by ABCDL in its sole discretion.

7.1.4. The Promotional Offer is not valid for any payment towards an insurance premium and/or any investment in a mutual fund scheme.

7.1.5. You understand that we will only provide you with such incentives as may be permitted under the Applicable Law and our internal policies. Further, you shall be allowed to use any incentive, only in a manner as may be permitted under the Applicable Law and the Terms.

7.1.6. You acknowledge and understand that your eligibility requirements for any Promotional Offer is in addition to your eligibility requirements under the Terms.

7.1.7. In the event, you are eligible for a cashback under any Promotional Offer, and ABCDL, at its sole discretion decides to extend such cashback to you, the cashback will be endeavoured to be provided to you within a period of 5 (five) business days from the date on which you become eligible for such Promotional Offer in accordance with the Terms.

7.1.8. By availing a Promotional Offer, you understand that any Promotional Offer provided to you is merely a promotional activity and we may choose to withdraw the Promotional Offer at any time at our sole discretion. You further understand and acknowledge that ABCDL and its Affiliates will not bear any responsibility or liability for any loss or damage, or potential loss or damage, whether direct or indirect, that a user or any third party may incur in relation to such Promotional Offer.

7.1.9. ABCDL reserves the right, at any time, without prior notice, without assuming any liability, and without providing a specific reason in this regard, to modify, suspend, revoke and/or replace any Promotional Offer, wholly or in part, by another Promotional Offer or otherwise, at its sole discretion.

7.1.10. ABCDL reserves the right to disqualify a user from availing a cashback under any Promotional Offer at its sole discretion, including (a) in accordance with its internal policies; and/or (b) if it suspects or identifies that the user is (i) in violation of the Terms; or (ii) engaged in a fraudulent or unlawful activity.

7.1.11. You understand that each Promotional Offer is offered for a limited time period by ABCDL, as prescribed in the applicable Offer Period.

7.1.12. You understand that any Promotional Offer cannot be claimed as a matter of right. You also understand that an incentive offered to you by us is non-negotiable, non-transferable, non-convertible and is not allowed to be exchanged for cash.

7.1.13. You agree and understand that any advertisement or cash back amount displayed on the Platform or on any other channel shall be deemed to be offering the winners cashback 'up to' such amount regardless of whether the word up to is used in such advertisement, display or marketing material on any channel.

## **7.2. Terms relating to issuance of Reward Points**

### **7.2.1. Scope**

7.2.1.1. ABCDL may, at its sole discretion, extend Reward Points to you upon the completion of certain activities on the Platform, as may be solely determined by ABCDL from time to time, to enable you to avail certain offers extended by third parties.

7.2.1.2. Reward Points shall be available only to individuals registered as users on the Platform.

7.2.1.3. You understand that you shall be allowed to use the Reward Points only in a manner as may be permitted under the Applicable Law, these Terms and terms and conditions of the Reward Partners.

7.2.1.4. Reward Points shall not be available to you in the event you are not eligible to accrue such Reward Points pursuant to any Applicable Laws or policies of ABCDL.

### **7.2.2. Accrual of Reward Points**

7.2.2.1. ABCDL may, as per its sole discretion define certain limitations to the maximum amount of Reward Points that you may be entitled to earn over a given period.

7.2.2.2. ABCDL hereby clarifies that it does not provide any Reward Points in relation to:

a) any purchase of an insurance product; or

b) any investment in a mutual fund scheme.

### **7.2.3. Expiry, Suspension and Termination of Reward Points**

7.2.3.1. Reward Points can only be accumulated for the period defined by ABCDL in its sole

discretion, from the date of the accrual of the Reward Point, and Reward Points that are not used by you by the end of such period shall lapse and be forfeited.

7.2.3.2. You shall remain active on the Platform to retain and utilise any Reward Points. If your account on the Platform is inactive for 365 (three hundred and sixty five) days or you delete your account, the Reward Points accrued to your account shall lapse.

7.2.3.3. You understand that you will not be compensated in any manner for any lapsed or unused Reward Points.

7.2.3.4. You understand that we may choose to withdraw, amend, replace, extend, suspend, limit, or cancel any Reward Points at any time at our sole discretion, without any notice and liability to you.

#### 7.2.4. Redemption of Reward Points

7.2.4.1. You acknowledge and understand that ABCDL partners with third parties (**“Reward Partners”**), including without limitation Loylty Rewardz Management Private Limited, that enable you to redeem Reward Points. You further acknowledge and understand ABCDL is in no manner responsible for the redemption of Reward Points. ABCDL makes no representations and disclaims all warranties and liabilities arising out of or pertaining to any redemption provided by Reward Partners or their partner merchants in relation to Reward Points.

7.2.4.2. In addition to these Terms, your participation in a Reward Points program, including without limitation the manner in which the Reward Points may be redeemed, shall be governed by terms and conditions of the relevant Reward Partner as well as the partner merchants of the Reward Partner. ABCDL is neither responsible for the content or information provided by the Reward Partner’s website accessed by you nor does it make any warranty, express or implied, about the contents and validity of such websites.

7.2.4.3. ABCDL has no control over any data shared by you on any Reward Partner’s website. ABCDL shall not be liable for any kind of usage of data by the Reward Partner.

7.2.4.4. You acknowledge that the Reward Partner may issue or make available vouchers, coupons, gift cards or other such Instruments (**“Instruments”**) and that ABCDL does not issue any Instruments. You agree that your use of the Instruments is entirely subject to the Reward Partner’s terms and conditions, and ABCDL shall not be responsible for any loss, damage, costs or claims of any nature whatsoever, in relation to such use. Any disputes or queries in relation to use of the Instruments shall be taken up directly with the Reward Partner or the Reward Partner’s merchants. ABCDL shall be neither liable nor made party to any such dispute.

7.2.4.5. You further acknowledge and understand that any goods or services availed by redeeming the Reward Points or Instruments, are provided by third parties which the Reward Partner has partnered with and ABCDL (i) does not provide any of the goods or services; and (ii) is not liable for sale, quality, features, fulfilment and/or delivery of the goods or services selected for purchase by you. You further agree that ABCDL shall not be responsible for any loss, damage, costs or claims of any nature whatsoever, in relation to the provision or use of such goods or services. Any disputes or queries in relation to such good or services shall be

taken up directly with such third-party offering such goods or services. ABCDL shall be neither liable nor made party to any such dispute.

7.2.4.6. You understand and acknowledge that the products, goods, services or any other offering made available to you by third parties which the Reward Partner has partnered with, through redemption of the Reward Points, are governed by the respective third party's terms and conditions.

7.2.4.7. Notwithstanding any provision to the contrary, you understand and acknowledge that Reward Points cannot be redeemed to repay loans, invest in mutual fund schemes, or make payments for any insurance product.

7.2.4.8. You acknowledge and understand that the redemption of a Reward Point or Instrument, cannot be cancelled, varied, or reversed.

#### 7.2.5. Disclaimer

7.2.5.1. You acknowledge and understand that ABCDL and its Affiliates will not bear any responsibility or liability for any potential loss or damage, whether direct or indirect, that a user or any third party may incur in relation to any Reward Points or Instrument, or any goods or services availed upon redemption of any Reward Points or Instrument. You acknowledge that purchasing or availing any product, services, goods or offering by any third party through the redemption of your Reward Points or Instrument, or relying on any opinion, statement, or information presented in relation to such product, services, goods or offering shall be at your own risk.

7.2.5.2. You understand and acknowledge that while ABCDL issues the Reward Points to you, the issue of Reward Points shall in no way mean, imply, denote a promise, or commitment for the assured provision of services or products of the respective Rewards Partner, or merchant in relation to whose product the Reward Point may be sought to be redeemed. You further acknowledge that the provision of said services or product(s) shall be subject to the merchant's or third party's sole discretion, and that the said merchant or third party shall be solely responsible in providing such product/service.

7.2.5.3. You acknowledge and understand that a Reward Point cannot be purchased in any manner whatsoever and that any Reward Point offered to you is non-negotiable. You further acknowledge and understand that a Reward Point cannot be sold, bartered, or transferred, unless stated otherwise. Any attempted sale, barter or transfer will be void and ABCDL, its Affiliates, and Reward Partners may refuse to honour or recognise any Reward Point which ABCDL, its Affiliates, and Reward Partners, as the case may be, believe may have been transferred, sold, or bartered.

7.2.5.4. You acknowledge and understand that a Reward Point cannot be claimed as a matter of right and that ABCDL reserves the right, at its sole discretion, to not issue any Reward Points to you. You further acknowledge and understand that you shall have no remedies against ABCDL, its Affiliates or Reward Partners for the non-provision or non-redemption of any Reward Points.

7.2.5.5. You acknowledge and understand that the Reward Points do not constitute legal tender,

cash, store of value, unit of account or a recognised method of payment.

7.2.5.6. ABCDL reserves the right to terminate duplicate user accounts and any accrued Reward Points thereunder.

7.2.5.7. You acknowledge and understand that you shall remain liable for all costs, taxes, surcharges, fees, carrier charges, claims or liabilities of any nature that may be applicable as a result of accrual or redemption of any Reward Points.

## **8. PERSONAL AND BUSINESS LOANS:**

8.1. You authorize Aditya Birla Capital Digital Limited to access your credit report from credit bureaus and store it to process your loan application.

8.2. You give consent to Aditya Birla Finance Limited and/or other third party Lenders as the lender to collect, store, process and verify your credit report from credit bureaus and KYC details (from CERSAI) for processing your loan application.

8.3. You give consent to Aditya Birla Capital Digital Limited and Aditya Birla Finance Limited and/or other third party Lenders to share your contact and other details with the authorised representative of regulated entity to contact You for processing your loan application.

8.4. By opting to proceed with availing any loan product under personal and business loans you shall be deemed to have agreed to the specific terms and conditions in relation to the same which can be found at <https://www.adityabirlacapital.com/abc-digital/terms-conditions/pl-bl>

8.5. You agree that at any stage of the loan disbursal journey, including but not limited to upon failure in completing the KYC process or upon inability to create e-NACH mandate, the lender may decline to issue the loan. You are not assured of a loan and the lender has the discretion in refusing a loan to You for any reason whatsoever.

## **9. HOUSING FINANCE LOAN:**

9.1. You authorize Aditya Birla Capital Digital Limited to access your credit report from credit bureaus and store it to process your loan application to the extent the journey is provided on this Platform.

9.2. You give consent to Aditya Birla Housing Finance Limited and other third party Lenders as the lender to collect, store, process and verify your credit report from credit bureaus and KYC details (from CERSAI) for processing your loan application.

9.3. You give consent to Aditya Birla Capital Digital Limited and Aditya Birla Housing Finance Limited and other third party Lenders to share your contact and other details with the authorised representative of regulated entity to contact You for processing your loan application.

9.4. By opting to proceed with availing any loan product under Housing Finance Loan you shall be deemed to have agreed to the specific terms and conditions in relation to the same which

can be found at <https://www.adityabirlacapital.com/abc-digital/terms-conditions/abhfl>

9.5. You agree that at any stage of the loan disbursement journey, including but not limited to upon failure in completing the KYC process or upon inability to create e-NACH mandate, the lender may decline to issue the loan. You are not assured of a loan and the lender has the discretion in refusing a loan to You for any reason whatsoever.

## **10. UNIFIED PAYMENTS INTERFACE AND BILL PAYMENTS**

The Platform provides you Unified Payments Interface and Bill Payments services provided by ABCDL. By opting to proceed with availing any such Unified Payments Interface and Bill Payments services you shall be deemed to have agreed to the specific terms and conditions in relation to the same which can be found at <https://www.adityabirlacapital.com/abc-digital/terms-conditions/Payments>

## **11. CREDIT CARDS**

11.1. The Platform provides you with an option to apply for credit cards provided by Aditya Birla Finance Limited in association with AU Small Finance Bank (**“Credit Card Provider”**). You are advised to go through the terms and conditions stipulated by the credit card issuers before proceeding to apply for such credit card. By opting to proceed with applying for credit for such credit card you agree to be bound by the terms and conditions governing such credit cards which may be stipulated by such Credit Card Provider.

11.2. You authorize Aditya Birla Capital Digital Limited and Aditya Birla Finance Limited to access your credit report from credit bureaus and store it to process your credit card application.

11.3. You give consent to Aditya Birla Finance Limited as the Credit Card Provider to collect, store, process and verify your credit report from credit bureaus and KYC details (from CERSAI) for processing your credit card application.

## **12. DEPOSITS**

12.1. The Platform provides you with an option to invest in various types of deposits with various organizations, including fixed deposits. ABCDL has partnered with Upswing Financial Technologies Private Limited (**“Upswing”**) for providing you with an option to purchase fixed deposit products offered by various bank / financial institutions (**“Deposits”**).

12.2. You hereby note and confirm that all investments in such Deposits will be through the platform of Upswing. You agree to the terms and conditions stipulated by Upswing in this regard and you are advised to go through the same prior to making any such investment.

12.3. You hereby agree and acknowledge that all information in relation to such Deposits provided on the Platform is a representation of the information and data provided by Upswing, and ABCDL has not done any independent verification of the same. Accordingly, ABCDL shall have no liability, and does not make any representation, in relation to the accuracy, correctness and completeness of the said information.

12.4. Any investment decision which you make in relation to the same shall be solely at your own risk and ABCDL shall not have any liability for any losses, loss of profit (direct or indirect) or any other form of costs which you may incur in relation to, or arising from, such investments. Accordingly, you are advised to do your own independent analysis prior to making any such investment in Deposits provided on the Platform.

## **13. CREDIT INFORMATION**

### **13.1. APPOINTMENT OF COMPANY AS AUTHORISED REPRESENTATIVE**

You hereby acknowledge and agree that by clicking on the check box and by providing your details on the Platform, you have requested to avail the Credit Information Services. You have also provided your consent to appoint ABCDL as your authorised representative on an ongoing basis to receive your Credit Information, Credit Information Report and Credit Score (i) for a period of 6 (six) months; or (ii) till such time the Credit Information, Credit Information Report and/or Credit Score is required to be retained to satisfy the Purpose for which it was intended; or (iii) until the revocation of consent, whichever is earlier (**"Permitted Time Period"**).

### **13.2. SCOPE OF CREDIT INFORMATION SERVICES**

**13.2.1. Credit Information Services:** You hereby acknowledge and agree that ABCDL shall access, use, analyse, aggregate and retain your Credit Information, Credit Information Report and Credit Score for the following purposes (**"Purpose"**): provide you access to your Credit Information, Credit Information Report, and Credit Score (including any changes therein) on the Platform; provide you with such products and/or services that you may be interested in and/or choose to avail on or through the Platform; provide you with personalised offers, and assist you in obtaining credit facilities and other financial products from our partner lenders, such as loans or credit cards; monitor your Credit Information, Credit Score and Credit Information Report on a real-time basis, in partnership with CICs, to update you via SMS, email, WhatsApp messages, push notifications, or other communication channels, when your Credit Information, Credit Score and Credit Information Report undergo any changes or updates as communicated by CICs (**"Alerts"**). In this regard, you agree to receive the Alerts from ABCDL or through its Third Party Service providers and to receive Alerts on the Platform, your mobile number or email address registered with us; and take such other actions as may be required in relation to undertaking the activities mentioned under this Clause.

13.2.2. You hereby authorise us to share, disclose or transfer your Credit Information, Credit Information Report and Credit Score with any Third Party Service providers, in order for us to fulfil the Purpose, as may be required.

### **13.2.3. Third-Party Services:**

In order to provide the Credit Information Services to you, we partner with various Third-Party Service providers, including the CICs. You understand and acknowledge that ABCDL shall not be responsible for any inability to render the Credit Information Services due to any actions or inactions of such Third Party Service providers.

### 13.3. FEE

You acknowledge and agree that the Credit Information Services provided are free of cost. However, you understand that we reserve the right to levy fees in the future for a User to be able to access the Credit Information Services. In such an event, we shall provide the User with a prior reasonable notice and the User shall have the option to discontinue the access to the Credit Information Services if the User does not wish to continue availing our Credit Information Services.

### 13.4. CONSENT TO USE DATA

13.4.1. All data that we collect in order to provide you the Credit Information Services shall be governed in accordance with our Privacy Policy.

13.4.2. **Credit Information:** You hereby acknowledge and agree that ABCDL shall use the Credit Information, Credit Information Report and/or Credit Score for the limited Purpose; and access and retain your Credit Information, Credit Information Report and/or Credit Score until the Permitted Time Period. Upon the completion of the Permitted Time Period, ABCDL shall promptly destroy, purge, and erase the Credit Information, Credit Information Report and/or Credit Score.

### 13.5. COMPANY'S RIGHTS

13.5.1. ABCDL reserves the right to verify the details/information provided by you. In the event such information is false, ABCDL reserves the right to take action against you including but not limited to suspension of your access to the Credit Information Services. Additionally, ABCDL reserves the right to suspend your access to the Credit Information Services for any breach of the terms contained herein.

13.5.2. You agree that upon deletion of your account, we reserve the right to retain such data of yours to the extent permitted under the Applicable Law.

### 13.6. DISCLAIMERS

13.6.1. You have registered on the Platform, have chosen to avail the Credit Information Services voluntarily at your free will and for your own benefit, and ABCDL has not made any promises or representations to you in order to induce you to grant your consent or authorisation under these Terms, including but not limited to, consent for sharing your personally identifiable information with the CICs. Accordingly, ABCDL shall not be liable for any loss or damage resulting from you availing the Credit Information Services on the Platform, or, otherwise from the use of the Platform, or, from the use of the Credit Information, Credit Information Report and/or Credit Score provided to you.

13.6.2. You agree and acknowledge that the sharing of your Credit Information, Credit Information Report and/or the Credit Score by the CICs with ABCDL in relation to the Credit Information Services being availed by you on the Platform is only upon your request and consent, and does not imply any affiliation, endorsement, approval, investigation or verification by ABCDL of any content or information, including but not limited to the Credit Information,



contained within or provided by the CICs on the Platform.

13.6.3. You agree that it shall be your sole responsibility to ensure the correctness of any communication, information, instruction, or any other inputs which is required to avail the Credit Information Services. You understand and agree that we do not accept any responsibility or liability for any loss or damage if any information, documentation, material, or data provided to avail the Credit Information Services is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.

13.6.4. You acknowledge and understand that ABCDL shall not be responsible for any errors, inaccuracies, or omissions in relation to the Credit Information, Credit Information Report and/or the Credit Score. The Credit Information Services are for informational purposes only and are intended to provide helpful and informative material on the subjects addressed to you. ABCDL does not control your Credit information, Credit Information Report and Credit Score, which is a statistical analysis of information contained in your credit file as maintained in the system and database of CICs and we cannot change that information for you. However, if the information in your Credit Information Report is inaccurate and is affecting your Credit Score, you have the right to dispute it directly with the CICs through their website. Please refer to these Terms for more details.

13.6.5. The Credit Information, Credit Information Report and/or Credit Score as well as the Credit Information Services and other products, information, materials, and services provided by ABCDL are provided "as is". ABCDL specifically disclaims all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from the course of dealing, usage, or trade practice in respect to the same. Without limiting the foregoing, ABCDL makes no warranty of any kind that the Credit Information Services or any products or results of the use thereof, will meet your or other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services, be secure, accurate, complete, or free of harmful code or errors.

13.6.6. You understand that we shall in no manner be held liable for any unauthorised use of the Credit Information Services through your account on the Platform due to unauthorised access including but not limited to hacking and security breaches.

13.6.7. You understand and agree that in no event shall we, our Affiliates, our officers, shareholders, subsidiaries, associate companies, directors, employees and agents, partners, co-branders, licensors, licensees, consultants, or contractors be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages or losses whatsoever, or damages for loss of data or profits, goodwill, and/ or other intangible loss, whether or not foreseeable and regardless of whether we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of, or access to, the Platform.

### **13.7. LIMITATIONS AND RESTRICTIONS ON THE USE OF THE SERVICE**

13.7.1. You agree to use the Credit Information Services for your personal consumption only,

except as specifically provided by ABCDL.

13.7.2. You acknowledge that there may be a failure to process a request by ABCDL or by the CICs in the event the particulars, details and/or the documents furnished by you do not match the information that exists with the CICs, for any reason whatsoever, including but not limited to, non-acceptance of data by the data collection system maintained by the CICs or upload of incomplete data provided by you in relation to the Credit Information Services. ABCDL shall inform you of such failures.

13.7.3. You acknowledge that any analysis and estimates provided by ABCDL as part of the Credit Information Services are for illustrative and informational purposes only.

13.7.4. You agree and acknowledge that the methodology which ABCDL uses to determine which offers, analysis, or other information is presented or highlighted is proprietary and ABCDL may elect to consider, ignore, emphasize, or de-emphasize certain factors in its sole and absolute discretion.

13.7.5. You further agree and acknowledge, to the extent permissible by law, all information given by ABCDL to you shall be proprietary information of ABCDL.

#### **13.8. INDEMNITY**

You shall indemnify, defend at ABCDL's option, and hold ABCDL, its affiliates, and their officers, associates, successors, assigns, licensors, employees, directors, agents, and representatives, harmless from and against any direct or indirect losses, actions, damages, penalties, cost and expenses, claim, demand, lawsuits, judicial proceeding, (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) arising from or relating to: acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you, any third party who may use your Account, your access to the Platform, or your use of the Credit Information Services; contravention of Applicable Law; or any claim from any Authority or any third party as a result of any action or inaction on your part, including but not limited to, breach of these Credit Score Terms or any acts committed beyond the scope of these Credit Score Terms.

#### **13.9. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained herein, neither ABCDL nor any of its affiliates or related parties shall have any liability to you or any third party for any direct, indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under, directly, or indirectly, or relating, in any manner whatsoever, to these Credit Score Terms, including any action taken by any Authority.

#### **13.10. GRIEVANCE REDRESSAL**

If you have any questions, complaints, or claims with respect to the Credit Information, Credit Information Report and/or Credit Score, you may contact the relevant CIC:. If the relevant CIC is **Equifax**: at [ecissupport@equifax.com](mailto:ecissupport@equifax.com) If you have any questions or complaints with regard to the Credit Information Services being offered, you may directly contact us

at [care.digital@adityabirlacapital.com](mailto:care.digital@adityabirlacapital.com)

#### 13.11. CONTACT DETAILS

If you have any other queries or feedback with respect to Credit Information Services, you may contact us at [care.digital@adityabirlacapital.com](mailto:care.digital@adityabirlacapital.com).

#### 14. HEALTH INSURANCE

The Platform provides you with the options to avail various Health Insurance products provided by Aditya Birla Health Insurance Limited. You acknowledge and understand that your use of the Platform to avail any such Health Insurance product shall also be governed by specific terms and conditions in relation to the same which can be found at <https://www.adityabirlacapital.com/abc-digital/terms-conditions/health-insurance>. You acknowledge that ABCD is a registered corporate agent with the Insurance Regulatory and Development Authority of India having registration no. CA0871.

#### 15. DIGITAL MULTI-METAL / GOLD ACCUMULATION PLAN

The Platform provides you with the options to avail Digital Multi Metal products provided by MMTc - PAMP. By opting to proceed with availing any such Digital Multi Metal product you shall be deemed to have agreed to the specific terms and conditions in relation to the same which can be found at <https://www.mmtcpamp.com/gap-customer-terms-and-conditions>.

#### 16. MUTUAL FUNDS

16.1. The Platform provides for the user to invest in various mutual fund products provided by the following:

i. Aditya Birla Sun Life AMC Limited / Aditya Birla Sun Life Mutual Fund.

16.2. You hereby agree to and accept the terms and conditions of the aforementioned mutual fund asset management companies at the links provided below;

i. Aditya Birla Sun Life AMC Limited / Aditya Birla Sun Life Mutual Fund  
at <https://mutualfund.adityabirlacapital.com/terms-and-conditions>

16.3. You hereby agree and confirm that mutual fund investments are subject to market risks, and that you shall read all scheme related documents carefully before investing.

16.4. You hereby acknowledge that ABCD is a registered mutual fund distributor having ARN – 270149.

#### 16.5. MUTUAL FUND DISTRIBUTOR TERMS

16.5.1. ABCDL, in its capacity as a mutual fund distributor, enables you to undertake Mutual Fund Transactions with the Asset Management Companies that ABCDL has partnered with (“**Mutual Fund Services**”).

16.5.2. You understand that ABCDL provides the Mutual Fund Services only in respect of limited

Mutual Fund schemes that are managed by the AMCs which ABCDL has partnered with. You may see the list of Mutual Funds in relation to which ABCDL provides Mutual Fund Services on the Platform. You understand and acknowledge that you may also consider other alternate products, which are not being offered by ABCDL on its Platform before making an investment decision.

16.5.3. You acknowledge and agree that Mutual Fund Services do not constitute an offer to buy or to sell, or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

#### **16.5.4. INVESTMENT ACCOUNT**

You understand that an Investment Account is mandatory to initiate any transaction in relation to Mutual Fund Services.

#### **16.5.5. VERIFICATION**

You agree and understand that your access to the Mutual Fund Services shall be dependent upon ABCDL/ partner AMC successfully undertaking your know-your-customer verification, in accordance with Applicable Law and you agree to provide all documents and information that may be required by ABCDL in this regard.

#### **16.5.6. MUTUAL FUND TRANSACTIONS**

a. You understand that the Mutual Fund Transactions undertaken by you will be tagged against ABCDL's [ARN number 270149] and will not be treated as an investment into a direct plan but will be considered as an investment in a regular plan which involves payment of commission to ABCDL. In accordance with SEBI Circular SEBI/IMD/CIR No.4/168230/09, the details of Mutual Fund scheme wise commission earned by ABCDL from various AMCs is available at <https://www.adityabirlacapital.com/abc-digital/terms-conditions/mutual-funds>.

b. You understand that the execution of Mutual Fund Transactions is subject to the Offer Documents and terms and conditions of the AMCs and you confirm that you have read all Offer Documents carefully and you are advised to seek independent legal, financial and tax related advice before undertaking a Transaction.

c. You understand that the units of a Mutual Fund scheme shall be allotted, redeemed or switched, as the case may be, by the respective Mutual Funds at the NAV of the concerned Mutual Fund scheme and as prescribed under the Offer Documents. You acknowledge and agree that ABCDL shall not be liable for any loss that may be suffered by you in this regard.

d. You understand that any Transaction request placed on a holiday, on a day where the AMC is not functioning, or after the Cut-off Time mentioned on the Platform, shall be processed on the next working day and the respective NAV will be applicable as per the Offer Documents.

e. Subject to Applicable Laws, the Cut-off Time for the Platform may be prior to the statutory Cut-off Time specified under the Applicable Laws and the Offer Documents for operational convenience.

f. You understand that you cannot cancel a Transaction after it has been placed on the Platform.

g. You understand that paragraphs 16.5.6 sub clauses (c), (d), (e) and (f) are subject to the terms and conditions of the Third Party Service provider and the Registrar or Transfer Agent (“RTA”).

h. You understand that there may be an interim time lag in processing, transferring or crediting the money from the Third Party Service provider to the respective Mutual Fund/AMC account.

i. You understand that the purchase Mutual Fund Transactions on the Platform shall be allotted an online folio number and you will be able to access the Transaction account statement in an electronic format directly from the respective AMC and from the Platform.

j. You understand that there may be a time lag between the completion of a Transaction and the time taken by ABCDL to reflect the same on its Platform.

k. SIPs:

i. You understand that you may begin an online SIP facility, for investing a fixed amount of money at a fixed frequency of time in Mutual Funds based on your convenience and choice.

ii. SIPs shall be set up through e-NACH mandates.

l. may be rejected at the discretion of the respective AMC/Mutual Fund.

#### **16.5.7. REDEMPTION**

a. All redemptions shall be subject to the provisions mentioned in the respective Offer Documents and any amendments thereto issued from time to time.

b. You understand that the proceeds from redemption and declaration of dividend will be credited directly by the AMC/Mutual Fund into your bank account provided at the time of registration with ABCDL.

#### **16.5.8. AUTHORISATION**

a. You hereby irrevocably and unconditionally grant your no objection to ABCDL:

i. to collate the Transaction details relating to the investments in Mutual Fund schemes done by you on the Platform and transmit such Transaction data to the AMC or RTA for further processing of your Mutual Fund Transactions; and

ii. to contact you on matters connected to executing your investment instructions in relation to:

- communication with AMCs on your behalf for financial or non-financial transactions executed under these Terms or in relation to any other as may be required by ABCDL or the AMCs; and
- transmitting to the Mutual Fund/AMC, all information, including information relating to your nomination, changes in investment plan any other changes made through the Platform.

#### **16.5.9. YOUR OBLIGATIONS**

a. You agree and undertake that you are accessing the Platform and transacting at your own risk and that you are using your best and prudent judgment before availing the Mutual Fund

Services.

b. You agree and undertake that you will comply with all Applicable Laws while availing Mutual Fund Services.

c. You agree to maintain sufficient balance in your bank account, at all times to cover your purchase Mutual Fund Transactions on the Platform. You agree to check your daily fund transfer limits with your bank before purchasing units of a Mutual Fund scheme or making an SIP request. In the absence of sufficient funds, you understand that neither ABCDL nor the partner AMC will be responsible for the rejection of your instructions to purchase Mutual Fund units.

#### **16.5.10. DISCLAIMERS AND DISCLOSURES**

a. You understand that the AMC in its sole discretion may reject any Transaction of Mutual Fund scheme that it reasonably believes, may represent a pattern of market timing activity involving the units of a Mutual Fund.

b. You accept full responsibility for any consequence that may arise from your use of the Mutual Fund Services and expressly agree and acknowledge that ABCDL shall have no liability with respect to the same.

c. You are aware and you acknowledge that in the event of the termination of the arrangement between ABCDL and a partner AMC, you will not be able to execute any Transaction of such AMC's Mutual Fund schemes through the Platform. You understand that on the date of such termination, ABCDL will share the required details to enable you to interact directly with such AMCs.

d. You understand and acknowledge that ABCDL may enter into arrangements with third parties, including Value Research India Private Limited, to provide you with information, analytics or ratings, regarding Mutual Fund schemes available through the Platform. You understand agree and confirm that ABCDL does not independently verify any such information and confirm that you are solely responsible for any and all decisions made on the basis of such information and that ABCDL is not liable for any loss arising out of such decision(s).

e. ABCDL does not provide any financial or investment advice in connection with the Services offered on the Platform. ABCDL may provide information on the price, volatility, performance of mutual funds and events that have affected the price of mutual fund, however such information should not be considered as investment or other financial advice and should not be construed as such. You confirm that any decision to purchase or redeem mutual funds on the Platform is solely your decision and ABCDL will not be liable for any loss suffered whatsoever.

f. You understand that ABCDL may provide insights in relation to the Mutual Fund schemes suitable to you based on your risk profile and you acknowledge that ABCDL will not be held liable for any losses suffered by you in this regard.

g. You understand that your investment in a Mutual Fund scheme is subject to market risks, including possible loss of the principal amount invested, and that the past results of a Mutual Fund scheme are not a guarantee to its future performance.

h. You understand that performance and returns of any Mutual Fund scheme can neither be predicted nor guaranteed.

i. You understand that purchase requests made through the Platform shall be processed by the respective partner Mutual Fund/AMC only after funds sufficient to cover the purchase price and other costs and charges have been received by the respective partner Mutual Fund/AMC.

j. You understand that you may incur loss due to delays caused by Third Party Service providers including but not limited to banks, RTAs, Mutual Funds, AMCs and/or due to any technical issues faced by you on the Platform. You confirm that you shall not hold ABCDL liable in any manner for such delay.

k. You hereby acknowledge and agree that ABCDL acts as a mutual fund distributor for mutual funds provided by Aditya Birla Sun Life AMC, which is a group company of ABCDL.

## **17. AI CHATBOT**

17.1. In relation to the AI Chatbot, you hereby specifically agree and understand that:

17.1.1. The content or information generated by the AI Chatbot is based on the inputs provided by the user and the information the AI Chatbot has been programmed with is based on information made available to the AI Chatbot, including publicly available information and information provided by you on the Platform or otherwise. The AI Chatbot may not provide information that is accurate, complete, or up to date. ABCDL does not guarantee the accuracy, completeness, or reliability of any information or content generated by the AI Chatbot.

17.1.2. The AI Chatbot is intended to assist users, but is not a substitute for professional, legal, or financial advice. Users are advised to seek professional advice regarding their preferences and situation.

17.1.3. Users are responsible for their interaction with the AI Chatbot for legitimate purposes only. You shall ensure that your use of the AI Chatbot is compliant with Applicable Laws.

17.1.4. ABCDL or any person connected with ABCDL shall not be liable for any direct, indirect, incidental, consequential, punitive, special, or exemplary damages resulting from your usage of the AI Chatbot.

## **18. DEMAT ACCOUNT**

18.1. You hereby provide your explicit consent for sharing your trading and demat account-related data with Aditya Birla Capital Digital Limited for the purpose of financial analysis, collation and tracking of financial data in accordance with our Privacy Policy.

18.2. The information shared may include, but is not limited to, transaction history, account balances, demat account holdings and any other relevant data associated with your trading and demat accounts held with Aditya Birla Money Limited.

18.3. This consent is effective from the day you create your profile on the Platform and will remain valid until revoked by you in writing.

18.4. You have the right to revoke this consent at any time by providing written notice to both Aditya Birla Capital Digital Limited and Aditya Birla Money Limited to the following: Email Address: [care.digital@adityabirlacapital.com](mailto:care.digital@adityabirlacapital.com)

18.5. By providing consent you confirm that you have read and understood the terms of this consent and voluntarily authorize the sharing of your trading and demat account-related data with Aditya Birla Capital Digital Limited.

## 19. DIGITAL HEALTH EVALUATION

19.1. In relation to the Digital Health Evaluation, you hereby specifically agree and understand that:

a. any report generated upon your use of the Digital Health Evaluation ("**DHE Report**"):

- i. is provided on an as-is basis using pre-determined parameters; and
- ii. is purely an outcome of algorithms and software tools owned by or licensed to ABCDL.

b. ABCDL does not take any responsibility with respect to the correctness or accuracy of the DHE Report and makes no representation or warranty that the DHE Report will be accurate, complete, error-free, meet your or any other persons' requirements or achieve any intended result.

c. the Digital Health Evaluation and the DHE Report is purely indicative in nature and does not, in any manner (i) diagnose, prevent, monitor, treat, alleviate, assist, or reflect the state of your mental or physical well-being, including any disease, disorder, injury or disability; or (ii) investigate, replace, modify, or support anatomy or a physiological process. The Digital Health Evaluation and the DHE Report is provided to you for informational and educational purposes. We request you to not rely on the Digital Health Evaluation and/or the DHE Report and seek appropriate medical and health care services from a registered medical practitioner, in order to obtain an accurate assessment of your health and well-being.

d. the DHE Report does not constitute any recommendation, suggestion, advisory or opinion by ABCDL and/or its Affiliates, partners, directors, agents, representatives, employees and/or sub-contractors, in relation to your mental or physical well-being. You further understand that the Digital Health Evaluation does not constitute the provision of healthcare services by ABCDL in any manner. Any queries in relation to diagnosis, treatment and prevention of any health-related concerns ought to be directed to a registered medical practitioner, and ABCDL is not qualified and liable to provide any services in this regard.

e. the Digital Health Evaluation or the DHE Report generated therein does not constitute pre-insurance medical examination, pre-policy check-up, pre-insurance medical test, or such other similar tests, by whatever name called, conducted by or at the request of an insurer in connection with its underwriting policies, and ABCDL does not warrant or undertake, in any manner, that it is authorised to conduct such tests.



## **20. GOLD LOANS**

20.1. You acknowledge and understand that ABCDL partners with third parties, including without limitation, Rupeek Fintech Private Limited ("**Rupeek**"), who may enable you to submit an application for procuring a Gold Loan ("**Application**") from one of its partnered lenders. You further acknowledge and understand that ABCDL does not sell or offer any gold loan products or services and is in no manner responsible for the processing of your gold loan Application and is not engaged in any capacity with any lender for selling/ soliciting/ marketing/ advertising any gold loan products. ABCDL makes no representations and disclaims all warranties and liabilities arising out of any Application preferred by you or from your purchase of a gold loan Product or service from a lender.

20.2. You hereby give consent to Aditya Birla Capital Digital Limited to share your details, including contact details, with its partners for the purposes of such partners preparing and processing your gold loan Application. By proceeding with creating a request for a gold loan on the ABCD App, you agree to Rupeek's authorized representatives to reach out to you by call/ SMS/ Whatsapp/ Email or any other progressive technologies, for the purpose of processing your Application.

20.3. You acknowledge that ABCDL has no control over any data shared by you to Rupeek, or any lender on their respective website/ platform, and understand that any processing or use of your data shall be governed by the terms and conditions of such website/ platform.

20.4. You understand and agree that your eligibility for receiving a gold loan, or the amount of gold loan which you may receive, shall be entirely subject to the lender's policy in this regard. You agree that at any stage of the loan disbursement, the lender is entitled to decline to issue the loan, and that by virtue of you expressing your interest on the ABCD App, you are not assured a loan.

20.5. You acknowledge and agree, that any and all data or information pertaining to gold loans, provided on the ABCD App, is provided to ABCDL by its partner, Rupeek, and that ABCDL does not independently verify such data or information. ABCDL makes no representations and declines all warranties and liabilities arising out of your reliance on such data or information.

## **21. MOTOR INSURANCE**

21.1. The Platform provides you with the options to avail various Motor Insurance products provided by [ ]. You acknowledge and understand that your use of the Platform to avail any such Motor Insurance product shall also be governed by specific terms and conditions in relation to the same as prescribed by the relevant insurer. You acknowledge that ABCD is a registered corporate agent with the Insurance Regulatory and Development Authority of India having registration no. CA0871.

## **22. MUTUAL FUND CENTRAL**

22.1. Pursuant to Security and Exchange Board of India's Circular dated July 26, 2021 ("Circular") on the subject of "RTA inter-operable Platform for enhancing investors' experience

in Mutual fund transactions/Service Requests” ABCD has entered into an arrangement with Computer Age Management Services Limited and KFIN Technologies Limited to avail the services of a joint platform developed and maintained by them for monitoring the execution and taking out certain reports of mutual fund transactions. Accordingly, ABCD shall access and obtain data relating to the User’s investments in various mutual funds through this joint platform, and you hereby consent to ABCD obtaining, displaying, processing and storing such data from the said joint platform.

## **23. CORPORATE NPS**

23.1. You hereby agree and acknowledge that ABCDL has tied up with Aditya Birla Sun Life Pension Management Limited to provide access to National Pension Scheme products offered through them and is subject to such disclaimers and terms and conditions as are provided in the user journey.

## **24. CORPORATE AGENT TERMS**

### **24.1. Scope**

24.1.1. The terms and conditions prescribed under this Clause 24 (**“Insurance Terms”**) govern your access or use of the insurance self-network platform operated by ABCDL (**“ISNP”**) and the provision of services provided by ABCDL in its capacity as a corporate agent.

24.1.2. Aditya Birla Capital Digital Limited operates the ISNP in its capacity as a Corporate Agent (Composite) duly registered with the Insurance Regulatory and Development Authority of India (**“IRDAI”**), with registration number [CA0871], and having its registered office at [18th Floor, One World Center, Tower 1, Jupiter Mills Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra, India, 400013].

24.1.3. ABCDL provides you with access to information about insurance products and related insurance intermediation services in its capacity as a Corporate Agent for Aditya Birla SunLife Insurance Company Limited, Aditya Birla Health Insurance Company Limited, ICICI Lombard General Insurance Company Limited, Acko General Insurance Limited and Go Digit General Insurance Limited. By making use of the ISNP, you agree that you are interested in availing insurance products and we may contact you to understand your interest in the insurance service selected by you and to assist you in fulfilling your service requirements.

24.1.4. You understand that the purchase of any insurance product through the ISNP is purely voluntary and not linked to availing any other Service on the Platform.

24.1.5. You understand that insurance is a subject matter of solicitation and market risks, and merely enquiring or submitting a proposal does not guarantee insurance coverage. You acknowledge that it is your responsibility to understand the limitations of insurance policies and the risks involved in such policies, and ABCDL has no liability in this regard.

24.1.6. You further understand that:

(a) the provision of the insurance cover and the acceptance of the deposit as a premium are

subject to the insurance company's underwriting policies;

(b) ABCDL does not participate in the underwriting of any insurance risk; and

(c) ABCDL has no control or liability in relation to the insurance company's decision regarding your proposal or any change in the premium, including without limitation any instance where an insurance company rejects your proposal.

24.1.7. You understand that your insurance policy may lapse in case of non-renewal or non-payment of subsequent premiums by you. ABCDL is not liable for your policy's status including any change in such policy effected due to your failure to renew the policy.

24.1.8. You understand that contracts of insurance are based on the principle of utmost good faith, which requires you to disclose all information material to the insurance cover in order for the insurance company to decide whether to accept the risk of insurance and if so, on what terms. Additionally, you must disclose such matters before you renew, extend, vary, or reinstate a contract of insurance, and your failure to do so may prejudice your proposal, claim, or insurance cover. You understand that ABCDL shall not be liable for any loss arising due to any such non-disclosure in any manner whatsoever.

24.1.9. For more details on the risk factors, terms and conditions, applicability, and benefits regarding an insurance policy, please read the sales brochure, customer information sheet, and policy wording carefully before purchasing an insurance policy.

#### **24.2. Additional terms for the proposal form (applicable for Health Insurance products)**

24.2.1. You hereby declare, on your behalf and on behalf of all persons proposed to be insured, that the above statements, answers and/or particulars given by you are true and complete in all respects to the best of your knowledge and that you are authorised to propose on behalf of these other persons.

24.2.2. You understand that the information provided by you will form the basis of the insurance policy, is subject to the board approved underwriting policy of the insurance company and that the policy will come into force only after full payment of the premium chargeable.

24.2.3. You further declare that you will notify in writing any change occurring in the occupation or general health of the life to be insured/proposer after the proposal has been submitted but before communication of the risk acceptance by the insurance company.

24.2.4. You declare that you consent to the insurance company seeking medical information from any doctor or hospital who/which at any time has attended on the person to be insured/proposer or from any past or present employer concerning anything which affects the physical or mental health of the person to be insured/proposer and seeking information from any insurance company to whom an application for insurance on the person to be insured/proposer has been made for the purpose of underwriting the proposal and/or claim settlement.

24.2.5. You authorise ABCDL and the insurance company to share information pertaining to your proposal including the medical records of the insured/ proposer for the sole purpose of underwriting the proposal and/or claims settlement and with any governmental and/or

regulatory authority.

24.2.6. You consent to and authorise any of the insurance company's authorised representatives not being direct employees of the company to seek medical information required for the purpose of policy issuance or claim settlement under this policy from any hospital/medical practitioner that you or any person proposed to be insured/insured has attended or may attend in future concerning any disease or illness or injury.

#### **24.3. Payments, chargebacks, and refunds**

24.3.1. You shall ensure that any payment of insurance premium is remitted through a legally permitted mode of payment and subject to the arrangements made by the insurance companies for the collection of the same.

24.3.2. In case you are making a payment towards an insurance premium through a bank account, you shall ensure that any such payment is remitted only through a bank account in your name. In the event any payment towards insurance premium is remitted through a bank account opened in the name of a third party, ABCDL or the insurance company may undertake enhanced due diligence measures at its sole discretion.

24.3.3. You understand that any payment made by you against an insurance policy is processed through the payment gateway partner of the insurance company. ABCDL merely facilitates your access to such payment gateway partner's services to enable you to make payments towards your insurance premium. All disputes with respect to payments shall be the sole responsibility of the insurance company as per the Applicable Law.

24.3.4. As per Applicable Law, every policyholder of life and new individual health insurance policies, except for those policies with a tenure of less than 1 (One) year, has a free look period of 30 (Thirty) days beginning from the date of receipt of the policy document to review the terms and conditions of such policy ("**Free Look Period**").

24.3.5. We encourage you to read the insurance policy document carefully. In the event you disagree with any of the policy terms or conditions or otherwise do not make any claim, you have the option to return the policy to the insurance company for cancellation within the Free Look Period, stating the reasons for the same.

24.3.6. You understand that once you place a cancellation request within the Free Look Period, the policy gets cancelled and you will be entitled to a refund of the premium paid subject to deductions by the insurance company as permitted under Applicable Law.

24.3.7. You acknowledge that all refunds shall be the sole responsibility of the insurance company and ABCDL has no liability in this regard.

#### **24.4. Prohibition Of Rebates**

24.4.1. Please refer to section 41 of the Insurance Act, 1938, reproduced below:

(1) No person shall allow or offer to allow, either directly, or indirectly, as an inducement to any

person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

#### **24.5. Disclaimer**

24.5.1. You understand that ABCDL is entitled to receive remuneration for insurance plans offered on the ISNP in accordance with Applicable Law, which may be disclosed to you on request.

24.5.2. IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums. In the event you receive such phone calls, please lodge a police complaint.

24.5.3. ABCDL only acts as a facilitator, and the insurance company that underwrites your insurance policy remains responsible for making any decision on claim settlements.

24.5.4. You understand that the insurance products available on the ISNP and any related information are provided by the respective insurance companies, and ABCDL merely makes such products and information available to you through the ISNP in its capacity as a Corporate Agent. ABCDL assumes no liability or responsibility for the information provided and displayed on the ISNP provided by the insurance company. All such information, products, and services are provided on an "AS-IS" basis without warranty of any kind. To the extent permissible under Applicable Law, ABCDL disclaims any liability with regard to the insurance products and services offered by insurance companies and any actions resulting from your participation in such products and services, including without limitation, your decision to purchase an insurance policy or any investment decision. Any decision to purchase an insurance product is at your sole risk and responsibility.

24.5.5. ABCDL is not liable for any act, error, omission, representation, warranty, breach, or negligence of any insurance company whose products are offered on the ISNP.

24.5.6. You understand that ABCDL has no role in determining the returns, the maturity benefits, any guaranteed additions, the death benefits, the surrender value of any insurance policy, or the decision to honour or reject a claim. ABCDL shall not be liable for any change in returns or benefits illustrated or explained as part of the policy solicitation.

24.5.7. Tax benefits (if any) are subject to tax laws, including any changes thereto. ABCDL does not provide any tax or investment advisory services. Please consult your tax advisor before purchasing any insurance policy.

24.5.8. You understand that discounts (if any) on an insurance product, are provided by the insurance company and not ABCDL.

## 24.6. Servicing procedures and processes

24.6.1. Pre-sales solicitation procedure:

(a) Filling up the proposal form: The user is required to fill out a proposal form in order to purchase any insurance product. Please note that the information required under each proposal form may vary across insurance products. Typically, the user is required to submit details such as gender, age, income, profession, education level, coverage required, etc.

(b) Compliance of KYC norms: The user is required to provide their relevant KYC details/documents for the purposes of processing the insurance policies.

(c) Payment of premiums: In order to submit the proposal form, the user is required to make payment of the insurance premium through the payment gateway partner of the insurance company. The modes of payment available depend upon the arrangement between the insurance company and the payment gateway service provider, and typically include UPI, debit card, credit card, etc.

(d) Acceptance of the proposal: Upon payment of the insurance premium, the details provided by the user are shared with the insurance company. The insurance company at its sole discretion may accept or reject the proposal by a user.

24.6.2. Post-sale servicing procedures: This Clause contains information on the processes for post-sales servicing. In the event you want to take benefit of any of the following services, you may do so in the manner provided below:

(a) Download the policy document – from the Mobile Application.

(b) View list of Partnered Hospitals [for health insurance policies]- available on Mobile Application.

(c) Servicing of claims – contacting our service executive at [abcdl.servicehead@adityabirlacapital.com](mailto:abcdl.servicehead@adityabirlacapital.com)

## 24.7. Servicing TATS

ABCDL's servicing turnaround times for the online sale of insurance products through the ISNP, can be found here: <https://www.adityabirlacapital.com/abcd/insurance-servicing-tat>

## 24.8. Grievance redressal mechanism

24.8.1. To exercise any of the rights or share any grievance or queries regarding the insurance products purchased through the ISNP, you may write to us at [abcdl.servicehead@adityabirlacapital.com](mailto:abcdl.servicehead@adityabirlacapital.com). If you do not receive a satisfactory response within 14 (Fourteen) days or if you are not satisfied with the resolution provided, you may reach out to our Grievance Redressal Officer as mentioned in this Terms.

24.8.2. In the event you do not receive a response within a reasonable period of time or are dissatisfied with the response provided, you may approach the Insurance Ombudsman for redressal (find your nearest Insurance Ombudsman [here](#)) or approach the IRDAI's Bima Bharosa Portal (available [here](#)).

#### **24.9. Order of precedence**

24.9.1. In the event of any inconsistency between the terms and conditions of an insurance policy and these Insurance Terms, the terms and conditions of the insurance policy shall prevail to the extent of such inconsistency.

### **25. INTELLECTUAL PROPERTY RIGHTS**

25.1. All rights, title, and interest in and to the Platform and/or Services, including text, graphics, software, photographs and other images, videos, sounds, trademarks, and service marks are owned by or otherwise licensed to us. Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable, and limited licence to use the Services in accordance with these Terms.

25.2. The use or misuse of any trademarks or any other materials, except as permitted in these Terms, is expressly prohibited and may be in violation of copyright law, trademark law, and any other Applicable Law.

25.3. The contents of this Platform are subject to copyright protection. The contents of the Platform may not be copied, recopied, reproduced, or otherwise redistributed. You should not copy, display, download, distribute, modify, reproduce, republish, or retransmit any information, text, or documents contained in this Platform or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, texts or documents, without our express written consent or as otherwise permitted in these Terms.

25.4. ABCDL may request you to submit suggestions and other feedback, including bug reports, relating to the Services or the Platform, from time to time ("Feedback"). ABCDL may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgment, prior consent, or any other form of restriction arising out of your intellectual property rights. You hereby waive any rights you may have that arise out of such Feedback and agree to execute such documentation as ABCDL may request to give effect to ABCDL's rights under this Clause.

25.5. You may upload or submit certain information, content, submissions, ideas, suggestions, proposals, plans, or other material, whether with or without our request (collectively, "Content"). You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, and royalty-free license to use, display, store, host, communicate, make available, modify, adapt, translate and create derivative works of the Content. We take no responsibility and assume no liability for Content submitted by you.

25.6. Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any third party's intellectual property rights.

## 26. PROHIBITED CONDUCT

26.1. You shall not use the Platform in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:

- a. infringe, violate, or misappropriate any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
- b. except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from, or licence the Platform;
- c. use the Platform to transmit any data or send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- d. use any robot, spider, other automated device, or manual process to monitor or copy the Platform or Services or any portion thereof;
- e. engage in the systematic retrieval of content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory;
- f. upload or transmit any information or content that is obscene, pornographic, paedophilic, immoral, invasive of another's privacy, or is relating to or encouraging money laundering or gambling, an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- g. act in an abusive or threatening manner or use abusive or threatening language on or through the Platform;
- h. upload or transmit information or content that is harmful to children or that impersonates another person, or deceive or mislead any addressee about the origin of a message, or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Indian government, is identified as fake or false or misleading by the fact check unit of the Indian government;
- i. threaten the unity, integrity, defence, security, or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offence, or prevent investigation of any offence, or insult another nation in any manner;
- j. use the Services in any unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
- k. reverse engineer, decompile, or disassemble the Services or the Platform;
- l. use the Platform to publish any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services);



m. take any action that may adversely affect the Services or Platform; or

n. violate Applicable Laws in any manner.

26.2. We reserve the right to suspend the account or restrict you from using the Platform in its entirety or any specific feature(s) thereof, if we suspect that you avail any feature, offer or Promotional Offer in a manner (i) that is disingenuous (for example: placing orders without intending to take delivery or intending to subsequently cancel all or substantially all of them); (ii) that it is not intended to be availed; (iii) that purports to artificially increase (or decrease) your transaction volume or usage of the Platform (for example: paying rent or credit card bills by breaking them down into numerous smaller transactions); (iv) that is designed to deliberately side step fair use restrictions; (v) that may result in you gaining an undue, unfair or unethical advantage over other users or ABCDL or its partners, or in the event ABCDL in its sole discretion determines it to be necessary.

## **27. DISCLAIMER**

27.1. The use of the Services and the Platform is at your sole risk. You hereby accept full responsibility for any consequences that may arise from your use of the Services or the Platform, and expressly agree and acknowledge that ABCDL shall have absolutely no liability with respect to the same.

27.2. To the fullest extent permitted under Applicable Law, the Services and other products, information, materials, and services provided by ABCDL are provided "as is". To the fullest extent permitted under Applicable Law, ABCDL disclaims all warranties of any kind, express or implied, arising out of the Services, including merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice in respect to the same. Without limiting the foregoing, ABCDL makes no warranty of any kind that the Services, Platform, or any products or results of the use thereof, will meet your or any other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services, be secure, accurate, complete, free of harmful code or error-free.

27.3. You shall be solely responsible for the activities that may take place through your Account, and you agree to use, access, and enter the Platform at your sole risk.

27.4. You understand that we shall in no manner be held liable for any unauthorised use of the Service or the Platform through your Account due to unauthorised access including but not limited to hacking and security breaches.

27.5. You understand and agree that we do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services or the Platform is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.

27.6. You hereby accept full responsibility for any consequences that may arise from your use of the Services or the Platform, and expressly agree and acknowledge that ABCDL shall have

absolutely no liability with respect to the same.

27.7. ABCDL may partner with third-party payment processors (“Payment Processor”) to enable you to transact and make payments through the payment method selected by you. The processing of payments is subject to the Additional Terms and Conditions of such Payment Processor in addition to these Terms. ABCDL shall not be liable for any errors by the Payment Processor. In the event of any unsuccessful payments, the money so debited shall be credited in accordance with the Additional Terms and Conditions of the Payment Processor.

27.8. To the fullest extent permissible by law, ABCDL, its Affiliates, and its related parties each disclaims all liability to you for any loss or damage arising out of or due to:

27.9. your use or inability to use, or availability or unavailability of the Services, including any Third Party Services;

27.10. the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services or the Platform, communications failure, theft, destruction, or unauthorised access to ABCDL’s records, programmes, services, servers, or other infrastructure relating to the Services or the Platform;

27.11. the failure of the Services or the Platform to remain operational for any period of time; or

27.12. the collection or processing of your personal information by ABCDL.

27.13. You also agree and acknowledge that there can be disruption in communication due to factors outside our control, including but not limited to your device being switched off, incorrect email address, network interruptions. You agree not to hold us liable for non-delivery for any alert or any loss suffered by you due to any delay, distortion or failure of communication.

27.14. You further agree and acknowledge that offers provided by us may vary from user to user.

27.15. You further agree and acknowledge that we are providing no guarantees and no warranties regarding online availability, impressions, and click-through of the Platform, and any material, information, links, or content presented on the Platform. The Platform, and any material, information, links, or content presented on the Platform, may be unavailable for online access at various points of time.

27.16. You agree and acknowledge that ABCD shall have the right to use data provided by you on the Platform for the purposes of extending various product offerings to you, including any of the Third Party Services available on the Platform. Further, ABCD shall have the right to use the data provided by you / fetched by ABCD pursuant to your use of the Platform, for the purposes of pre-filling any of the fields available on the Platform.

27.17. You agree that your mobile device, mobile service provider or any services that you may avail from any third party to access the Platform, may incur charges and you are solely responsible to bear such charges as per your agreement with such third party.

27.18. You hereby agree and acknowledge that ABCDL shall not be liable or responsible for any

fraudulent transaction which may have occurred on the Platform, whether by a user or otherwise.

## **28. FEES**

28.1. The fees charged for the Services shall be set forth on the Platform for the specific Service (“Fees”). Subject to Applicable Laws, we reserve the right to charge such Fees as we may determine, in our sole discretion from time to time, to provide you with the Services chosen by you.

28.2. You will be charged and agree to pay the applicable Fee to use the Services chosen by you, as specified on the Platform, and all applicable taxes, duties or other governmental assessments based on your use of the Services.

## **29. INDEMNITY**

29.1. You shall indemnify, defend at and hold ABCDL, its Affiliates, and their officers, associates, successors, assigns, licensors, employees, directors, agents, and representatives, harmless from and against any direct or indirect losses, actions, damages, penalties, cost and expenses, claim, demand, lawsuits, a judicial proceeding, (including, without limitation, from all damages, liabilities, settlements, costs, and attorney's fees) arising from or relating to:

a. acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you and/or your personnel/agents/representatives, or any third party who may use your Account, your access to the Platform and the Services and your use of the Platform and the Services in violation of these Terms.

b. contravention of any Applicable Law.

c. any claim from any Authority or any third party as a result of any action or inaction on your part, including but not limited to a breach of these Terms or any acts committed beyond the scope of these Terms.

## **30. LIMITATION OF LIABILITY**

30.1. Notwithstanding anything to the contrary contained herein, neither ABCDL nor any of its Affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms, including any action taken by any Authority.

30.2. Notwithstanding any provision to the contrary, ABCDL's maximum aggregate liability to you under the Terms or otherwise for any loss in connection with the Platform or a Service shall be limited at INR 5,000.

## **31. TERM AND TERMINATION**

31.1. These Terms shall remain in effect unless terminated in accordance with the terms

hereunder (“**Term**”).

31.2. ABCDL may terminate your access to or use of the Services, Platform, or any portion thereof, immediately and at any point, at its sole discretion if you violate or breach any of its obligations, responsibilities, or covenants under these Terms.

31.3. Upon termination under this Clause:

a.the Services and/or the Platform will “time-out”;

b. you shall not be eligible to avail any features of the Services and/or the Platform; and

c. these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

31.4. Notwithstanding anything to the contrary contained in the Terms, upon termination of your access to or use of the Platform and/or the Services, you must immediately stop using the Platform.

## **32. MISCELLANEOUS PROVISIONS**

32.1. **Severability:** If any provision of these Terms is determined by any court or other competent Authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

32.2. **Waiver:** 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.

32.3. **Force Majeure:** You agree that we shall not be liable for any breach of these Terms if such breach is caused by an event that is unforeseeable and beyond our reasonable control (such as, depending on the circumstances, unavailability of any communication system, breach or virus in our system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, unauthorised access to computer data and storage devices, computer crashes and regulatory or government actions (“**Force Majeure Event**”). In such circumstances, we will be entitled to a reasonable extension of time to perform our obligations and shall take commercially reasonable methods to inform you of the Force Majeure Event and use all reasonable endeavors to mitigate the effects of the Force Majeure Event.

32.4. **Notices:** All notices, requests, demands, and determinations for ABCDL under these Terms (other than routine operational communications) shall be sent to 9th Floor, One World

Center, Tower 1, Jupiter Mills Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai 400013.

**32.5. Third Party Rights:** No third party shall have any rights to enforce any Terms contained herein.

**32.6. Translations:** ABCDL may provide you with translated versions of these Terms solely to assist you with understanding these Terms in greater detail. The English version of these Terms shall be controlling in all respects. In the event of any inconsistency between the English version of these Terms and any translated version, the terms of the English version shall prevail.

**32.7. Modifications:** ABCDL reserves the right at any time to modify these Terms and to add new or additional terms or conditions on the use of the Services and the Platform. If you choose to continue using the Services and the Platform after such modifications, it will be considered as your acceptance of the modified Terms. In the event you refuse to accept such changes, these Terms will terminate. We also reserve the right to suspend or withdraw or restrict the availability of all or any part of our Platform or the Services for business and operational reasons. Your use of the Platform shall indicate that you have provided consent to automatically receive updates such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "**Updates**"), for the purpose of effective delivery of the Services. Please note that your continued use of the Platform following such Updates would mean deemed acceptance by you of the same.

**32.8. Regulatory Changes:** You acknowledge and agree that we may have to modify the Services or the Platform to comply with the Applicable Laws. As a result of this, you may be unable to access or use all or any part of the Services or the Platform. We shall not be liable to you for such inability to use the Services or the Platform pursuant to our compliance with the Applicable Laws.

**32.9. Assignment:** You shall not licence, sell, transfer, or assign your rights, obligations, or covenants under these Terms in any manner without ABCDL's prior written consent. ABCDL may grant (subject to any conditions it deems appropriate) or withhold this consent at its sole discretion. ABCDL may assign its rights to any of its Affiliates, subsidiaries, or parent company, or to any successor without any prior notice to you.

### **33. GOVERNING LAWS AND JURISDICTION**

**33.1.** These Terms shall be governed by and construed in accordance with the laws of India and subject to Clause 33.2 to 33.7, any dispute concerning these Terms shall be subject to the exclusive jurisdiction of courts at Mumbai, India.

**33.2.** Any dispute or claim arising out of or in connection with or relating to these Terms or their breach, termination, or invalidity hereof shall be referred to and finally resolved by arbitration in Mumbai in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this Clause 33.2.

**33.3.** Within 30 (thirty) days of the issue of a notice of dispute, ABCDL and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within

the aforesaid 30 (thirty) days period, ABCDL and you shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

33.4. The seat of arbitration shall be Mumbai and the arbitration proceedings shall be conducted in the English language.

33.5. We/You agree to keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts, or award unless required by Applicable Law. The decision of the arbitrator shall be final and binding on us/you hereto.

33.6. The cost of arbitration shall be borne in a manner by us/you as determined by the arbitrators. In the meantime, we/you shall bear our/your own cost for the arbitration which shall be reimbursed as per the directions in the arbitral award.

33.7. Notwithstanding any provision to the contrary, nothing in these Terms shall preclude any of your rights under Applicable Laws.

#### **34. CONTACT DETAILS**

34.1. To exercise any of the rights or for sharing any grievance or queries, please write us an email at [abcdl.servicehead@adityabirlacapital.com](mailto:abcdl.servicehead@adityabirlacapital.com) as per the details provided below.

a. Name: Akash Anchan

Address: 9th Floor, One World Center, Tower 1, Jupiter Mills Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra, India, 400013.

b. Phone Number: 022- 68323410