

## **ABCDL REFERRAL PLATFORM TERMS OF USE (“TERMS”)**

These terms of use (“**Terms of Use**”) 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 18<sup>th</sup> 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 the Aditya Birla Capital Digital App’s (“**ABCD**”) Terms and Conditions, available at [*please insert link to Master Terms and Conditions of ABCD App*] (“**Master Terms**”), our Privacy Policy, available at <https://www.adityabirlacapital.com/app-digital/privacy-policy> (“**Privacy Policy**”) and the Additional Terms and Conditions (*defined below*) (collectively referred to as “**Terms**”).

Your access and use of the Platform and any portion thereof, and your provision of the Referral Services (as defined hereinbelow), constitute your agreement to be bound by the Terms, which establishes a contractual relationship between you and ABCDL. If you do not agree to the Terms, you may not access or use the Platform and/or any portion thereof or provide any Referral Services. For the avoidance of doubt, it is clarified that these Terms of Use shall apply to the Rewards Program offered by ABCDL through the Platform (as defined hereinbelow).

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.

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. “**Affiliate**” shall mean any other person who directly or indirectly Controls, or is Controlled by or is under common Control of that Party.
- 1.2. “**ABCD Coins**”/ “**ABCD Coins**” shall mean points issued by ABCDL to its customers as reward, that can be redeemed on the ABCD app. One (1) ABCD Coin can be redeemed in exchange of a product or service available on the ABCD app of One (1) Rupee value. ABCDL hereby reserves the sole right to make any decisions regarding ABCD Coins, which shall include the right to modify or revise the value of an ABCD Coin.
- 1.3. “**Applicable Law**” means any applicable statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, governmental restrictions or requirements or any similar form of decision, determination or any interpretation of policy having the force of law, as may from

time to time be enacted, amended, supplemented, re-enacted, delivered, whether in effect as of the date of you accepting these Terms of Use or thereafter.

- 1.4. **“Control”** has the meaning ascribed to the term under the Companies Act, 2013. The terms “Controls” “Controlled” shall be construed accordingly.
- 1.5. **“Merchant”** shall mean the entity whose products and/or services are being referred through the Referral Program, and shall include ABCDL, its Affiliates and/or any third party, whose products or services are solicited by ABCDL.
- 1.6. **“Platform”** shall mean the proprietary web-based platform owned and operated by ABCDL, available at [*insert link*]
- 1.7. **“Prospect”** shall mean the prospective customers of ABCDL referred by you through the Platform.
- 1.8. **“Referral Services”** shall mean the services provided by you, by referring to the Prospect (as defined hereinabove), the services and products of the Merchant (as defined hereinabove), on the Platform, by submitting the Prospect’s details and information on the Platform.
- 1.9. **“Referral Program”** shall mean the referral program run by ABCDL through the Platform.
- 1.10. **“Rewards”** shall mean the rewards offered by ABCDL to eligible users in consideration for providing the Referral Services, subject to these Terms, and shall include ABCD Coins.

## **2. General Terms**

- 2.1. You hereby understand, agree and confirm that the Master Terms, available here [*insert link*] shall be applicable to the Referral Program and/or Referral Services *mutatis mutandis* and shall be binding on your use of the Platform and/or provision of the Referral Services or participation in the Rewards Program.
- 2.2. You hereby understand, agree and confirm that any details, information or data provided by you on the Platform shall be used by ABCDL in accordance with the Privacy Policy, available here [*insert link*].
- 2.3. These Terms of Use shall at all times be read and understood in conjunction with the Master Terms and shall be deemed to be incorporated therein by way of addition.
- 2.4. 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, or participation in the Rewards Program 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.

## **3. Your Representations and Covenants**

- 3.1. You hereby represent and warrant that:
  - 3.1.1. you have obtained consent from the Prospect to share their details, information and data with ABCDL on the Platform, for the purposes of

providing the Referral Services, and for ABCDL to contact such Prospect in respect of offers, services, products, facilities of ABCDL and/or any third parties, and are duly authorized to perform the Referral Services or to participate in the Referral Program. The user hereby agrees, understands and confirms that it shall be held solely responsible for any consequences of breach of this representation.

3.2. You hereby understand, agree and confirm, that:

3.2.1. at any point in time, while performing any of the Referral Services referred to in these Terms of Use, or in promoting ABCD or the services or products of ABCDL and/or its Affiliates, you shall not create an impression that you are a member or authorized representative of ABCDL.

3.2.2. you shall not at any point in time, misrepresent any of the services, features or information associated with the services, products, facilities or information about ABCDL to any Prospect, and that you will be held responsible for any liability arising out of any misrepresentation.

3.2.3. you will not at any time, offer any discounts or rewards to the Prospects as a part of the Referral Services, unless such discount or reward is notified on the Platform.

3.2.4. you shall at all times comply with Applicable Law, and adhere strictly to the Master Terms in respect of your use of the Platform and or any details, information, facilities or data obtained by you during the course of providing the Referral Services.

3.2.5. you will at all times, refrain from doing any act that would damage the goodwill or reputation of ABCDL.

3.2.6. ABCDL or its Affiliates, whose products are being referred through the Platform, at any point in time, are not obligated to execute a contract with the Prospect for the provision of its services or products, and that your referral of such Prospects shall not be construed or deemed to be a promise to provide such products or services to such Prospects referred by you. ABCDL and/or its Affiliates, shall, at their sole discretion, have the sole and absolute right to accept, modify or reject any provision of services to the Prospect, and the decision of ABCDL / its Affiliates in this regard shall be final and binding on you.

#### **4. Rewards**

4.1. You hereby understand, agree and confirm that, in consideration for providing the Referral Services, Eligible Users, who have successfully referred a Prospect, may be given Rewards or any other reward as may be deemed fit and proper by ABCDL at its sole discretion, in subject to these Terms of Use.

4.2. You hereby understand, agree and confirm that a user shall only be considered eligible to receive the Reward(s) if: (1) such user has availed a personal loan or home loan from ABCDL's Affiliates; (2) the Prospect referred by the user is not an existing customer of, or an employee or member of ABCDL or its Affiliates, (3) the user has provided accurate, authentic and verifiable details of the Prospect for the purposes of the referral, (4) the Prospect has not been referred by the user previously for a product and/or service of ABCDL or its Affiliates (5) the user or the

user's family members are not an employee, officer, director, member, representative or any other personnel of ABCDL or its Affiliates, (6) the user is in compliance with the Terms, (7) the Prospect is not barred by any Applicable Law to receive or avail the products or services of ABCDL and/or its Affiliates, ("**Eligible User**"/ "**Eligible Users**") and subject to the relevant product terms and conditions contained in Clause 5 of these Terms of Use, in respect of the product referred through the Platform;. Rewards shall not be available for self-referrals of the user.

- 4.3. ABCDL hereby reserves the sole right to revise or modify the eligibility criteria detailed in Clause 4.2 to these Terms of Use at any time, without any explanation or notice to you, for any reason whatsoever. If at any time ABCDL is of the opinion that you do not meet the eligibility criteria specified in these Terms of Use, even if you have been deemed to be eligible under these Terms of Use prior to ABCDL making such determination, it may, at its sole discretion, disqualify you from the Referral Program, or terminate your Referral Services, or withhold or revoke any reward, at its sole discretion, and that ABCDL's decision in this regard shall be final and binding.
- 4.4. You hereby understand, agree and confirm that Rewards provided to you cannot be sold, bartered or transferred, unless stated otherwise. Any attempted sale, barter or transfer shall be void and ABCDL, its Affiliates and its Reward Partners (as defined in the Master Terms), may refuse to honor or recognize any Reward which ABCDL, its Affiliates and/or Reward Partners, as the case may be, believe to be sold, transferred or bartered.
- 4.5. You hereby understand, agree and confirm that a Rewards cannot be purchased in any manner whatsoever and that any Reward offered to you is non-negotiable.
- 4.6. ABCDL shall have the right to forfeit, cancel, revoke or modify any Reward for any reason, without notice to you, or extend, cancel, discontinue, suspend, disable or prematurely withdraw the Referral Program at any time during its validity, at its sole discretion, without assigning any reason, and without notice to you and the same shall be binding upon you and any Prospects.
- 4.7. You understand and agree that a Reward cannot be claimed as a matter of right and that you shall have no remedies against ABCDL or its Affiliates against non-provision or non-redemption of any Rewards.
- 4.8. You understand, agree and confirm that while ABCDL issues the Rewards to you, the issue of such Rewards does not imply or denote a promise or commitment for the assured provision of services or products against which such Rewards can be redeemed. You further acknowledge and agree that the provision of a merchant's services or products upon redemption of the Rewards shall be subject to the respective merchant's sole discretion, and that only such merchant shall be responsible for providing such product or service.
- 4.9. You understand, confirm and agree that Rewards provided to you for the Referral Services cannot be used by you, in addition to, alongside or with any other benefit or reward provided to you under another promotion, scheme, offer, campaign or program.

- 4.10. You hereby understand, agree and confirm that ABCD Coins or the Rewards do not constitute legal tender, cash, store of value, unit of account or a recognized method of payment.
- 4.11. ABCDL reserves the right to terminate duplicate user accounts and any accrued Rewards thereunder.
- 4.12. You acknowledge, understand and agree 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 Rewards.
- 4.13. Reward(s) in respect of Prospects referred by multiple users may only be provided to the Eligible User who has referred the Prospect first amongst the users.
- 4.14. Winners of a Reward may be notified through Whatsapp / Email / SMS or any other progressive technologies by ABCDL. You hereby consent to ABCDL and/or its Affiliates and/or third parties service providers engaged by ABCDL and/or its Affiliates, sending communications to you through WhatsApp, electronic mail, SMS or via other progressive technology, in connection with your access to the Platform or your participation in the Rewards Program.
- 4.15. ABCDL may, after notifying the winner of a Reward in accordance with Clause 4.14 of these Terms of Use, deposit the Reward in the account of the winner that is maintained with ABCDL on the ABCD app.

## **5. Product Terms and Conditions**

### **5.1. Personal Loans**

- 5.1.1. Eligible Users may receive a Reward, if Aditya Birla Finance Limited (ABFL) enters into a contract with the Prospect referred by such Eligible User through the Platform, for the provision of its products and/or services, within 90 days from the date of the referral by the Eligible User, pursuant to the Prospect applying for a loan through <https://www.adityabirlacapital.com/campaign/refer-a-friend>.
- 5.1.2. Eligible Users shall not receive a Reward if the Prospect referred by the Eligible User is an existing customer of ABFL, or has approached ABFL prior to your referring the Prospect for the provision of ABFL's products and/or services, or has withdrawn a loan application applied for by it prior to the Eligible User referring the Prospect for the provision of ABFL's products and/or services.
- 5.1.3. Eligible Users may, for every successful disbursement of a personal loan to a Prospect referred by them, subject to the criteria provided under these Terms, receive a Reward of ABCD Coins worth up to ₹5,000 or 1.5% of the loan amount disbursed by ABFL to the Customer, whichever is lower.
- 5.1.4. Reward must be redeemed by the Eligible User to whom such Reward has been provided, within forty-five (45) days of the date on which the loan has been disbursed by ABFL, to the Prospect, in the manner notified by ABCDL to the Eligible User, failing which the Reward shall be revoked. The user hereby agrees, understands and confirms that ABCDL shall not be held liable or responsible for any failure of the Eligible User to claim or redeem their reward within the time stipulated under these Terms of Use.

### **5.2. Home Loans**

- 5.2.1. Eligible Users may receive a Reward, if Aditya Birla Housing Finance Limited (ABHFL) enters into a contract with the Prospect referred by such Eligible User through the Platform, for the provision of its products and/or services, within 90 days from the date of the referral by the Eligible User, pursuant to the Prospect applying for a loan through <https://www.adityabirlacapital.com/campaign/refer-a-friend>.
- 5.2.2. Eligible Users shall not receive a Reward if the Prospect referred by the Eligible User is an existing customer of ABHFL, or has approached ABHFL prior to the Eligible User referring the Prospect for the provision of ABHFL's products and/or services, or has withdrawn a loan application applied for by it prior to the Eligible User referring the Prospect for the provision of ABHFL's products and/or services.
- 5.2.3. Eligible Users may, for every successful disbursement of a personal loan to a Prospect referred by them, subject to the criteria provided under these Terms, receive a Reward of ABCD Coins worth up to ₹50,000 or 0.5% of the loan amount disbursed by ABFL to the Customer, whichever is lower.
- 5.2.4. Reward must be redeemed by the Eligible User to whom such Reward has been provided, within forty-five (45) days of the date on which the loan has been disbursed by ABHFL, to the Prospect, in the manner notified by ABCDL to the Eligible User, failing which the Reward shall be revoked. The user hereby agrees, understands and confirms that ABCDL shall not be held liable or responsible for any failure of the Eligible User to claim or redeem their reward within the time stipulated under these Terms of Use.

## **6. Indemnity and Limitation of Liability**

- 6.1. 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:
- 6.1.1. 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.
- 6.1.2. contravention of any Applicable Law.
- 6.1.3. 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.
- 6.2. 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 Terms, including any action taken by any Authority.

## **7. Dispute Resolution**

- 7.1. These Terms shall be governed by and construed in accordance with the laws of India and subject to Clause 7.2, any dispute concerning these Terms, or the Referral Program or Referral Services shall be subject to the exclusive jurisdiction of courts at Mumbai, India.
- 7.2. The Parties shall endeavour to resolve any such dispute or claim through amicable discussions between the Parties. However, if the Parties are not able to resolve such dispute amicably within fifteen (15) days from the date of such dispute or claim, such dispute 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 7.2
- 7.3. Within thirty (30) days of the date on which the notice of dispute is issued by either Party to the other, ABCDL and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid thirty (30) day period, ABCDL and you shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.
- 7.4. The seat of arbitration shall be Mumbai and the arbitration proceedings shall be conducted in the English language.
- 7.5. You agree to keep the arbitration confidential and not to disclose to any person, except to such persons and to such extent as necessary for the proceedings, any information, transcript or award unless required by Applicable Law. The decision of the arbitrator shall be final and binding on us/you.
- 7.6. 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.
- 7.7. Notwithstanding any provision to the contrary, nothing in these Terms shall preclude any of your or ABCDL's rights under Applicable Laws.

## **8. Term and Termination**

- 8.1. These Terms of Use shall remain in effect unless terminated in accordance with the terms hereunder ("Term").
- 8.2. ABCDL may terminate your access to or use of the Platform, or any portion thereof, immediately and at any point, at its sole discretion if you violate or breach any of your obligations, responsibilities, or covenants under these Terms.
- 8.3. Upon termination under this Clause:
  - 8.3.1. the Referral Program and/or the Platform will "time-out";
  - 8.3.2. you shall not be eligible to avail any features of the Platform and/or the Referral Program; and
  - 8.3.3. these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

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

**9. Contact Details**

9.1. For sharing any grievance or queries, please write us an email at [care.digital@adityabirlacapital.com](mailto:care.digital@adityabirlacapital.com).