

SERVICE AGREEMENT

ASKCRED.AI and ASKCRED.COM

This document is an electronic record in terms of applicable information technology laws and the amended provisions thereto pertaining to electronic records in various allied statutes, as amended pursuant to the Information Technology laws. This electronic record has been generated by a computer system and does not require any authentication.

The following terms and conditions (hereinafter referred to as the "**T&Cs**") will be deemed to have been accepted by the User, on mere usage of the website, www.askcred.ai and/or www.askcred.com (hereinafter referred to as the "**Website**") and hence the User is required to read them carefully before using the the Website.

These T&Cs are entered into by and between:

GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PRIVATE LIMITED, a company formed and registered under the provisions of the Companies Act, 2013 having its registered office at 4/410 Floor, J C Wing, Veer Savarkar Marg Building No. 2, Kailas Business Park Vikhroli (WEST) Mumbai – 40007, (Hereinafter individually referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its permitted assigns, affiliated companies, holding companies and subsidiary companies) constituting the **FIRST PARTY**.

AND

YOU (whether an individual representing yourself or a legal person), the user of the products and/or services provided by the Company (Hereinafter, referred to as "**User**", "**Client**" or "**you**" or any other variant of the said pronoun, shall, unless it be repugnant to the context or meaning thereof, be deemed to include the successors, permitted assigns, affiliated companies, holding companies and subsidiary companies) constituting the **SECOND PARTY**.

(The Company and the User shall individually be referred to as the "**Party**" and collectively be referred to as "**Parties**")

DEFINITIONS

- (I) The meaning of the expressions used herein and not separately defined are meant to convey the same meaning as used in the Credit Information Companies (Regulations) Act, 2005 (“**CIC Act**”) and the allied rules and regulations made therein (Hereinafter referred to as “**CIC Laws**”).
- (II) The term “**Services**” shall include, *inter alia*, the “**Subscription Service**” and “**Talk to an Expert Service**” as defined under Clause 1 (Scope of Services) below and any other ancillary or related services thereto, that the Company may provide.
- (III) The expression “**User Information**” includes the data, information, and sensitive personal data as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and includes but is not limited to, any information relating to the following:
- (i) All information pertaining to active and closed accounts, personal loans, credit cards, secured loans, advances, amounts outstanding under credit cards and other credit facilities granted or to be granted to the User;
 - (ii) All assets (moveable and immovable) which the User is ready and willing to offer as a security for availing borrowings, investment and allied services from credit institutions;
 - (iii) Any guarantees furnished or any other non-fund-based facility granted or proposed to be granted by a credit institution for the User;
 - (iv) Any other information which establishes the credit worthiness of the User and such other information which may be requested by the Company in this regard from time to time.

WHEREAS:

- A. The Company is engaged in, *inter alia*, providing advisory services related to debt, budgeting, credit cards, debt traps, credit scores, credit behaviour, credit literacy, credit facility eligibilities, wealth management and other allied matters related thereto or arising in connection with such matters.

- B.** The Company shall *inter alia*, provide the service called the **Talk to an Expert Service** and **Subscription Service** which will assist the User in understanding his/her credit report and provide information to the User in relation to his/her debt, budgeting, credit cards, debt traps, credit scores, credit behaviour, credit literacy, credit facility eligibilities, wealth management and other allied matters.
- C.** You understand and acknowledge that the terms of use and conditions of www.askcred.ai and www.askcred.com, are part and parcel of these Services and included herein, by way of reference. By accessing or using these Services and clicking on ***Pay Now, Book Now or Talk to an Expert*** or ***Subscribe Now*** or ***Submit*** you agree and accept to be bound by these T&Cs and disclaimers set out herein.
- D.** The Company, for the purposes of providing such Services shall correspond with CIC's/credit institutions/ specified users/financial institutions/bureaus, their subsidiaries and affiliated companies/entities. The Company agrees to use its best efforts to provide the Services, and to ensure its performance in accordance with the provisions of applicable CIC Laws.
- E.** The Parties agree to provide and avail the Services as mentioned above, subject to the T&Cs stated herein.

Now therefore, based on the representations and warranties contained herein and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 TALK TO AN EXPERT SERVICE:

- I.** Subject to the timely payment of the Consideration Amount, as stipulated under Clause 1.1 (VII) of the T&C's, the User shall be eligible to schedule a call with the Company's concerned officials for the purposes of availing advisory services in relation to *inter alia* the analysis of the User's credit report, tips on improvement of credit score, debt, budgeting, credit cards, debt traps, credit scores, credit behaviour, credit literacy, credit facility eligibilities, wealth management, obtainment of quotations and repayment to banks, product recommendations *qua* the User's credit profile, dispute resolution support and other allied matters.

- II.** The concerned officials from the Company shall call the User on the number which has been provided by the User to the Company for the purposes of correspondence with the Company. The **Talk to an Expert Service** shall only be valid for 1(one) call only for a maximum duration of 30 minutes.
- III.** The provision of the **Talk to an Expert Service** is time-bound, and the User agrees to avail the Service within 10 (ten) business days (“**Service Period**”). Business days shall mean days when
- (i) The Company is open for its operations, and
 - (ii) Days other than Saturday, Sunday or holidays of banks in India
- IV.** The Company reserves its right to change the Service Period from time to time, at its sole discretion, without any prior intimation to you.
- V.** The User undertakes and warrants that this Service is provided in relation to the User’s Credit report and any queries answered by Company shall be solely in connection with credit information/score/report.
- VI.** The User shall only be eligible to reschedule the date and time on which the Service shall be provided to the User, within the Service Period, for a maximum of 2 (two) times.
- VII.** In the event the User fails to comply with the T&C’s or fails to avail the Service within the Service Period, the Company shall not be liable, in any manner whatsoever, to provide the said Service to the User.
- VIII.** The User shall pay to the Company an amount of Rs. 750/- (Rupees Seven Hundred and Fifty Only) in addition to the applicable GST and taxes, in relation to the Service as the consideration amount (Hereinafter referred to as the “**Consideration Amount**”). The said Consideration Amount shall be a one-time, non-refundable payment. The User acknowledges and undertakes that the Company shall not be liable or accountable in any manner, whatsoever, for the refund of the said Consideration Amount, so paid by the User to the Company.

The Company reserves its right to revise the said Consideration Amount at any time, and the revised fee shall be payable by the User, in the event the User wishes to avail/continue the service(s).

1.2 SUBSCRIPTION SERVICE:

I. Subject to the payment of the Monthly Subscription Amount, as stipulated under clause 1.2(IV) of the T&C's, the User may be entitled to the following services, as a part of the Subscription Service:

A. Monthly Calls with Experts: The User shall be entitled to schedule only 1(one) call with the concerned officials of the Company for the purposes of availing advisory services in relation to the analysis of the User's credit report, tips on improvement of credit score, debt, budgeting, credit cards, debt traps, credit scores, credit behaviour, credit literacy, credit facility eligibilities, wealth management, obtainment of quotations and repayment to banks, product recommendations *qua* the User's credit profile, dispute resolution support and other allied matters.

The concerned officials from the Company shall call the User on the number which has been provided by the User to the Company for the purposes of correspondence with the Company. The said Service shall only be valid for 1(one) call only for a maximum duration of 30 minutes.

The User shall only be eligible to reschedule the date and time on which the Service shall be provided to the User, within the Monthly Subscription Period, for a maximum of 2 (two) times.

In the event, the User fails to comply with the T&C's or fails to avail the Service within the Monthly Subscription Period, the Company shall not be liable, in any manner whatsoever, to provide the Service to the User.

B. Monthly Credit Reports: The Company will, on a best-effort basis, to the extent reasonably possible, and subject to the applicable laws of India on privacy and the Company's Privacy Policy, provide to the User on a monthly basis, his credit report along with a detailed credit analysis.

C. Identity Theft Insurance: The Company shall assist the User in obtaining insurance from identity theft, at reasonable terms on a best-effort basis.

- II.** The Company may share the necessary information and documents, provided by the User to the Company with Equifax Inc. including its affiliated companies, holding companies and subsidiary companies, as may be required for the purposes of providing the said Service to the User. The User shall sign and agree to the **Product Authorisation Form & Process Document**, which shall be entered into between the Company, User and Equifax, which has been annexed herewith under **Annexure A**.
- III.** This service is time-bound, and the User agrees to avail the Service within 30 (thirty) days, from the date of commencement of the service (“**Monthly Subscription Period**”).
- IV.** The Company reserves its right to change the Monthly Subscription Period from time to time, at its sole discretion, without any prior intimation to you.
- V.** The User shall pay to the Company an amount of Rs. 149/- (Rupees One Hundred and Forty-Nine Only) in addition to the applicable GST and taxes, in relation to the Service as the consideration amount (Hereinafter referred to as the “**Monthly Subscription Amount**”). The said Monthly Subscription Amount shall be paid by the User to the Company, on an auto renewal basis, each month on completion of 30 days after first month payment and so on valid until the expiry of the debit card or credit card given at the time of subscribing for the services.

The User acknowledges and undertakes that the Company shall not be liable or accountable in any manner, whatsoever, for the refund of the said Monthly Subscription Amount, so paid by the User to the Company.

The Company reserves its right to revise the said Monthly Subscription Amount at any time, and the revised fee shall be payable by the User, in the event the User wishes to avail/continue the service(s).

- VI.** In the event that the User does not wish to renew the service(s) after the expiry of the Term or the automatically renewed term, as the case may be, the User shall be required to notify the Company of the same, in writing, at least 30 (thirty) days prior to the expiry of the relevant Term or the automatically renewed term.
- VII.** It is also made clear that the Company shall not be responsible for the provision of any Services for which the User has not paid the requisite fee.

VIII. The Company shall not be liable in any manner whatsoever to refund the amount so paid by the User to the Company.

2. REPRESENTATIONS

II. You agree that these Services are provided to you, based on the authorization given to the Company by you under these T&Cs and the Terms of Use of the website www.askcred.ai and www.askcred.com.

III. You agree and authorize the Company to share your User Information with its group companies and other third parties, in so far as is required or recommended for joint marketing purposes/offering various services/report generations and/or similar services to provide you with various value added services, in association with the Services selected by you or otherwise. You agree to receive communications through emails, telephone and/or SMS / WhatsApp, from the Company or its third-party vendors/business partners/marketing affiliates regarding the Services/ancillary services updates, information/promotional emails and/or product announcements. In this context, you agree and consent to receive all communications at the mobile number provided by you. You further agree that in the event of a change in any such User Information provided by you, you shall inform the Company of the said change within a reasonable time. The Company shall not be responsible for communications which are undelivered to you for any reasons whatsoever.

IV. The Company will retain and use your information as necessary to comply with its legal obligations, resolve disputes and enforce its agreements entered into for providing services.

V. You agree that you may receive calls from the Company for providing its Services. The Company may ask you to rate the services during or after the call with our credit expert. In addition, the Company shall also guide you to fix your credit score and the same shall form part of its service specifically called “*rectification and dispute resolution service*”. In case there are inaccuracies or errors in your credit report, the Company shall assist you, on a best effort basis, with the process to bring the inaccuracies or errors to the attention of the credit bureau along with the relevant documents/letter drafts. The bureau/s will

investigate your claims/dispute by contacting the source and requesting them to inspect the information. The bureau at its sole discretion may accept or reject the correction so reported however, the Company does not control the same and you agree that the Company shall not be liable in case of no change or any delay in correction of your credit score.

VI. The Company's Services shall only guide you in improving your credit score by way of educating you on the process of clearing past dues with respect to your negative account.

VII. The Company shall merely facilitate the process of clearing your outstanding dues from your negative account with lenders including banks and in no way shall the Company be construed to be an agent for clearing such dues. You may have to sign an agreement with Creditors for resolution/ closure of your outstanding dues from your negative account, and the Company being a facilitator will not be a party to any such agreement.

VIII. You understand that the discretion of resolving/ clearing the outstanding dues from your negative account lies with the Creditors and the Company in this respect provides neither any assurance nor guarantee.

IX. The Company will charge you for its Services at its sole discretion. The Company reserves the right to determine / revise such charges/fees from time to time. The User shall be informed of the revised charges/fees in respect of the Services at the address provided by the User to the Company. Such charges shall be collected through an authorized payment gateway formed under an agreement with the Company. Further, all charges / fees quoted to you for the provision of the Services are exclusive of any applicable taxes for which you shall be additionally liable at the applicable rates thereof from time to time.

X. After the date of the initial Credit Report Analysis/Audit conducted by the Company, if the User receives his credit information report/or any correspondence from CISs, then the User agrees to send, *via* registered post or any other secure mode of communication with acknowledgement due, remarked "*Private and Confidential*", such credit reports and/or correspondence to the Company within five (5) business days after the date on which it is so received by the User.

XI. These Services are for informational purposes only and are intended to provide helpful and informative material on the subjects addressed. Any advice provided by the Company under these Services shall not be binding on the User or the Company, and further, shall

not be tantamount to any legal or financial advice. The Company does not control your credit report and credit score, which is a statistical analysis of information contained in your credit file as maintained in the system and database of Credit bureaus, and we cannot change that information for you.

XII. The User acknowledges and agrees that it shall be the sole responsibility of the User to make himself / herself / itself aware of all relevant information by visiting the said Websites.

XIII. The User represents and warrants that at the point of agreeing to these T&Cs he / she has made itself aware of all details required to avail of the desired Services and agrees to be billed with effect from the time the instant T&Cs is agreed upon and/or automatically renewed in accordance with the T&Cs.

XIV. There shall be no refund provided or cancellation accepted by the Company with respect to the fee paid or payable, or the Services offered by the Company and availed by the User under these T&Cs, under any circumstances whatsoever.

3. USER INFORMATION AND POWER OF ATTORNEY

By executing these T&C's, the User hereby grants the Company, during the term of the T&C's and for the period for which the T&C's continue to be automatically renewed thereafter, until the User provides a written notification of the repudiation of the same, an unlimited Power Of Attorney ("POA") as required to provide the Services. Through the POA, the User consents to and agrees to authorise the Company, by and/or through its authorized representatives to:

I. do all acts on the User's behalf as may be necessary including execute/sign application(s), make payment of applicable fees to the concerned third parties, and generally to do all other acts as may be necessary for the purpose of improvement of the User's credit health, or to receive, on the User's behalf and at the User's request, the User's own credit information report, as the case may be. The Company shall be entitled to recover from the User any and all such fees paid to the third parties on behalf of the User.

II. use the User's name to send correspondence addressed to the User's record holders;

- III. to discuss information with any of the User's record holders to help resolve a debt if mediation of a debt is deemed necessary in the discretion of the Company;
- IV. to allow usage of the User's Credit Information for the purpose of data storage and for analysis conducted by the Company (even after the expiry of the Term and/or the cessation of the application of T&Cs);
- V. to use the User's Aadhaar details for verification of KYC / e-KYC particulars, and for other purposes, as and when required by the Company.

The User hereby agrees and confirms that the POA is valid throughout India for all User Information to be obtained by the Company for usage in the manner as provided above.

Given the nature of Services provided by the Company, the User hereby irrevocably acknowledges and confirms that any communication (including communication for marketing of its products and services, in light of the User's information) by the Company during the Term of the T&Cs as well as thereafter, shall not be classified as a unsolicited commercial communication, or fall under the "*Do Not Disturb*" list and/or be restricted by any other law, regulation or rule restricting telecommunication by companies for business purposes, and accordingly, the User hereby further provides a no-objection to receive any and all such communications in any form from the Company.

You agree and authorize the Company, its agents and employees, to provide your User Information to third parties from time to time. You waive any and all claims against the Company, its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize the Company, its agents and employees to obtain various kinds of information and reports about you in order to enable the Company to effectively discharge its functions in relation to the Services offered by the Company.

4. CONFIDENTIALITY

The Company understands the sensitivity of the User Information and shall take reasonable steps to ensure that the collection, processing, collating, recording, preservation, secrecy, sharing and usage of the said information is duly protected against any loss or unauthorized access, or use or unauthorised disclosure thereof. The Company shall also take requisite steps

as it may deem necessary and reasonable for ensuring and verifying the accuracy and completeness of such User Information before using the same in relation to the User.

5. PASSWORDS AND ACCOUNT SECURITY

The User agrees and understands that the User is responsible for maintaining the confidentiality of passwords associated with any account the User uses to access the Services provided by the Company. Accordingly, the User agrees that the User will be solely responsible to the Company for all activities that occur under the User's account. If the User becomes aware of any unauthorized use of his / her password or account, the User agrees to notify the concerned Company immediately.

6. CHANGES IN THE T&Cs

Please note that the T&C's may change from time to time. The Company reserve its right to change, modify or update the T&Cs at any time without notice. The Company will post any changes on this page and, if the changes are significant, the Company will provide a more prominent notice. Each version of these T&Cs will be identified at the top of the page by its effective date. If you have any questions or concerns about this document, please feel free to contact us any time at the contact details provided on this Website.

7. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All questions pertaining to, arising out of or in connection with these T&Cs shall be determined in accordance with the India laws, more specifically the applicable CIC Laws, and courts of competent jurisdiction in Mumbai shall have exclusive jurisdiction.

This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the existing laws of India. In accordance with Information Technology Act 2000 and rules and regulations made there under, the name and contact details of the Grievance Officer are provided below:

Name: Aarti Khanna

Email id: aarti@gradedfinancialservices.com

If the matter is not resolved at the first instance by the concerned Grievance officer and the Parties fail to reach an amicable settlement within 30 (thirty) days of entering into amicable

negotiations / discussion for the said purpose, any and all disputes or differences arising out of or in connection with these T&Cs or its performance thereof, shall be referred to arbitration at the request of a Party upon written notice to that effect to the other Party and such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, and other ancillary laws.

In the event of failure to mutually appoint a sole arbitrator, each Party shall appoint an arbitrator of their choice, who shall then jointly appoint a third arbitrator who will act as the Presiding Arbitrator (Umpire).

The Award of the Arbitrator shall be final and binding upon the Parties. The Seat of Arbitration shall be Mumbai only. The language of the arbitration proceedings shall be English.

Nothing in this Clause 7 or in the Arbitration and Conciliation Act, 1996, shall, in any way, affect the right of either Party to seek such interim relief, and only such interim relief, as may be needed to maintain the status quo in aid of the arbitration in a court of competent jurisdiction in Mumbai.

8. ENTIRE AGREEMENT:

This T&C's supersedes any prior written or oral agreements between the Parties, in conjunction with the terms of use of the Website and the Company's Privacy Policy/Statement

9. NOTICES

All notices in relation to these T&Cs shall be in writing and addressed to the concerned Company at the following address:

Graded Financial Services and Marketing 4/410 Floor, J C Wing, Veer Savarkar Marg Building No. 2, Kailas Business Park Vikhroli (WEST) Mumbai – 400079

All notices to the User in relation to these T&Cs shall be in writing and addressed to the address provided by the User to the Company for the said purposes.

10. INDEMNITY AND LIMITATION OF LIABILITY

The User hereby agrees and undertakes to indemnify and keep indemnified the Company and its affiliates, officers, directors, employees, agents and advisors and any other person appointed

by the Company (“**Indemnified Party**”) against any and all actual losses, expenses, liabilities, obligations, damages, actions, proceedings, claims, demands and judgements (including but not limited to legal and other fees on a full indemnity basis) asserted against or incurred by the Indemnified Party in the process of providing the services to the User directly or indirectly due to the action or inaction by the User including but not limited to:

- I.** Information provided by the User to the Company(s) which is false / incomplete / inaccurate; and/or
- II.** Information received by the User on behalf of the Company(s) and certified by the User as true when actually it is false / incomplete / inaccurate and there are no reasonable means of verifying the same; and/or
- III.** Non-disclosure by the User to the Company(s) that the information sought to be modified/corrected/deleted or added is a subject matter of dispute before any arbitrator or tribunal or court or any other forum of adjudication.
- IV.** Objection / action taken by the User on account of the Company(s) approaching the User to market its products and/or services even after the expiry of the term of the Agreement, including the automatic renewal period, if any, and further after the User sending the written communication of cessation of the Services of the Company.
- V.** Any loss or damage which may be incurred by the User, including but not limited to loss or damage as a result of:
 - (i)** Any reliance placed by the User on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between the User and any advertiser or sponsor whose advertising appears on the product or the Company’s website;
 - (ii)** Any changes which the Company may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
 - (iii)** The User’s failure to provide the Company with accurate / complete / true account information or User Information; or
 - (iv)** The User’s failure to keep his password or account details secure and confidential.

For the purpose of this T&C's, "**losses**" mean all claims, actions, losses, liabilities, damages and costs (including taxes) and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement)

The User agrees to indemnify, defend and hold the Company and its affiliates, related parties, agents, brokers and employees harmless from and against any losses arising out of or relating to a claim by a third party against the User for any act or omission, including the acts and omissions as detailed vide this Clause 10.

The User, in addition to the above indemnifications, further agrees to indemnify, hold harmless and not bring any action, against the Company and its affiliates, related parties, agents, brokers and employees; on account of any deficiency in service or provision of defective product by any of its partners/affiliates/associates and the like, with which it has entered into a separate agreement to provide add-on services to its Users.

11. MISCELLANEOUS

The details of the Services being offered by the Company and the fees payable for availing the relevant Services shall be updated on the Website www.askcred.ai or www.askcred.com, from time to time, and shall be applicable on the User from the date and time of its update on the Website, in the event the User avails, or is availing, the said Service.

In case of any queries with respect to Services, please contact the Company's representative at aarti@gradedfinancialservices.com

In case you seek credit advisory services, while your credit report(s) is (are) not available with the Company, you authorise the Company to access your credit report(s) on your behalf.

12. DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE

ACCURACY, VALIDITY, OR COMPLETENESS OF THE SERVICES (OR ANY INFORMATION CONTAINED THEREIN). NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, AND THE COMPANY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. IN ADDITION, THE COMPANY DOES NOT WARRANT THAT THE SERVICES (OR ANY INFORMATION THEREIN) WILL BE FREE FROM ERRORS, WILL MEET THE USER'S OR CONSUMER USER'S NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS. THE USER IS FURTHER ADVISED TO SEEK PROFESSIONAL GUIDANCE FROM AN EXPERT.

THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR GOODWILL, ARISING FROM THE USE OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

User:

As specified by the User

ANNEXURE A

PRODUCT AUTHORIZATION FORM & PROCESS DOCUMENT

AUTHORIZATION LETTER

I Mr./Ms.----- residing at -----
----- do hereby authorise
-----, to do all acts on my behalf as may be necessary including to
execute/sign application(s), make payment of applicable fees* and generally to all other acts as may be
necessary to receive, on my behalf and at my request, my Credit Information Report (**CIR**) from
Equifax Credit Information Services Private Limited(“**Equifax**”) at the following address/email id:

Address /email id of _____

I hereby confirm that all the powers hereby conferred may be exercised by officer(s) or manager(s) /
agent(s) / employees of the Equifax who is duly authorized by the _____.

I hereby confirm, agree, undertake and accept that I shall at all times be solely responsible for all the
above actions and omissions of _____ shall be binding on me as though such actions had been
carried out by me directly. I further confirm that my CIR shall be used only for the purpose as mentioned
in the attached standard terms and conditions and I shall be solely liable for, and indemnify and hold
harmless Equifax & **GRADED FINANCIAL SERVICES AND INSURANCE MARKETING
PVT. LTD** for and against, any and all third party claims or damages or proceedings of any kind, arising
from or in connection with (a) any misrepresentations, incorrect information or omission of any critical
information in my application, or (b) furnishing my CIR based on this authorization letter, and shall not
at any time hold Equifax, **GRADED FINANCIAL SERVICES AND INSURANCE MARKETING
PVT. LTD** or its (**their**) affiliates and their respective officers, directors, employees or representatives
liable in this respect.

I hereby also confirm that I have only appointed _____ to be my authorized agent/representative
for collection of my CIR.

I undertake to keep Equifax & **GRADED FINANCIAL SERVICES AND INSURANCE
MARKETING PVT. LTD** intimated and informed at all times, of any renewals or termination of the
authorization to _____ or any amendments, modifications or changes in the terms governing the
obligations or my relationship with _____.

I shall at all times co-operate with Equifax and execute and deliver to Equifax such instruments and
documents and take such other actions as may be required by Equifax from time to time in connection
with this authority letter.

I am enclosing the following documents as my identity verification for the purpose of obtaining my
CIR from Equifax.

List of Identity Proof Documents (Tick any one):

- Copy of Voters ID Card
- Copy of Driving License
- Copy of Passport Copy
- Copy of PAN ID Card

List of Address Proof Documents (Tick any one):

- Electricity Bill
- Landline telephone/Mobile Bill
- Credit card / Bank Statement
- Gas Utility bill
- Ration Card

Thanking you,
(Customer Name & Signature)

By signing on this authorisation letter, I hereby acknowledge and accept the Standard Terms and Conditions mentioned below/over leaf.

Place

Date

Encl: As above

*as specified in the provisions of CIC Laws

[PTO]

Standard Terms and Conditions applicable to Individual Consumer of Equifax Credit Information Services Private Limited (Equifax)

- A. Definition:** The words Credit Information used in this section mean: the details of your credit / loan Account or other borrowings provided in the Equifax Credit Information Report (**CIR**) provided to you.

Other terms not defined herein shall have the meaning as per the Credit Information Companies (regulation) Act, 2005 and Rules and Regulations made there under (together referred as “**CIC Laws**”).

- B.** The processing of your request (**Services**) will start after receipt of your CIR request form (**Request Form**) duly signed by you or your authorised person, with the relevant documents.

C. Processing and Dispatch of an Equifax Credit Information Report:

- (a) On receipt of completed Request Form, along with relevant documents as mentioned above there will be a verification and validation process. The below mentioned conditions are applicable:

- you must be over 18 years of age;
- you agree to pay the Price as indicated in the Request Form;
- you must provide us with complete and accurate details such as your full name, date of birth and address of residency;
- each request is for one person only, we do not accept joint request;
- If we cannot validate the information you have provided in your Request Form and the documents you have submitted, we will write to you for further/additional information and if you do not provide this additional information within 30 days from the date of our written request to you for information, we will not be compelled to process your request.

- (b) We would be unable to provide the CIR to you/your authorised person if we have been unable to validate your information; or you have not provided us the additional information as we requested from you to complete the validation process within 30 days from the day of our request for further information is issued. If the information you receive is damaged for reasons or circumstances beyond our or your reasonable control or if you think we have not provided the Services we agreed to provide you, you should contact us either in writing addressed to **Equifax Credit Information Services Private Limited**, Unit No.931, 3rd Floor, Building No.9, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Andheri East, Mumbai – 400093 or call us at Toll Free No. 1 800 209 3247 or email us at ecissupport@equifax.com

- D. Permitted Use of Information:** You agree that you shall not reproduce or use the CIR except as permitted under the provisions of CIC Laws.

- E. Third Party Rights:** Anyone other than you shall not be able to enforce any part of the Conditions mentioned herein.

- F. Applicable Law and Jurisdiction:** These Conditions shall be governed by and understood in accordance with Indian laws, more specifically the CIC Laws and courts in the city of Mumbai will have exclusive jurisdiction.

G. Liability:

- (a) The CIR provided is based upon the data which is relevant at the time the CIR sent to you. You therefore acknowledge and accept or agree that the accuracy and/or relevance of the CIR may change after it is delivered to you. Equifax will not be responsible for any failure to generate a CIR in the event the bank or credit / financial institution that you are a customer of ceases to provide data to us.
- (b) The Information supplied does not constitute any form of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision. We do not accept any responsibility for any loss including consequential, incidental, indirect, exemplary or special damages, including lost profits that may arise from relying on the Information. Neither Equifax, **GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PVT. LTD** nor its **(their)** officers, directors, employees or agents shall be liable to you for any claim, injury or damages suffered by you consequent up on furnishing the CIR to you.
- (c) Equifax will use best efforts in the supply of the CIR to you. As we obtain the data from our members, Equifax does not guarantee the timeliness, correctness or completeness of such Credit Information. Equifax will check the quality of data received from its members to ensure that the CIR provided to you is accurate, on a best efforts basis.
- (d) Equifax **& GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PVT. LTD's** liability to you arising in contract, tort or otherwise from any information or from any action taken (or refrained from being taken) as a result of the Services is limited as follows:
 - Equifax **& GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PVT. LTD** has **(have)**no other liability to you until it has received notice of your complaint or issue and its liability to you is limited to the Price paid by you;
 - Equifax **& GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PVT. LTD** has no other liability for any complaint or issues, delays or defects in the Information if such complaint or issues, defects or delays are caused by any event or circumstances beyond its reasonable control;
 - Equifax **& GRADED FINANCIAL SERVICES AND INSURANCE MARKETING PVT. LTD** does not accept any liability to you for any indirect or consequential loss or damage arising out of the Services;

H. Modification of terms: The terms and conditions mentioned herein may be modified by Equifax in its sole discretion from time to time.

I. Other Terms and Conditions:

- (a) If a court finds any part of these conditions to be invalid, the remaining parts of these conditions shall continue unaffected.
- (b) If either of us fails to exercise any right or legal remedy available to either you or us any such failure shall not prevent you or us from relying on these at a later date.
- (c) Headings in these Conditions are for convenience only and will have no legal meaning or effect.

J. Contact details:

In case of any query with regards to our Services and /or issues, you can write to us at: Equifax Credit Information Services Private Limited, Unit No. 931, 3rd Floor, Building No.9, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Andheri East, Mumbai – 400093 or call us at Toll Free No. 1 800 209 3247 or email us at ecissupport@equifaxindia.com