

Terms & Conditions

NORTH EAST HIRE PURCHASE COMPANY (INDIA) PRIVATE LIMITED, a Company within the meaning of Companies Act, 1956, having registered office at 56a, Ashok Vatika, Madhavdevpur Behind DGP Office, Rehabari, Guwahati Rehabari Gmc Kamrup As 781008 In (hereinafter shall be referred to as “NE” or “Company” or “us” or “we”) is an NBFC registered with the Reserve Bank of India (“RBI”) and website <https://north-east.in> (“Websites”) (Apps and Websites are hereinafter together referred to as the “Platform”).

As a user (“User” or “You”) of the Platform, You understand that Platform provides access between multiple Users in the form of consumers, data partners and other borrowers, service providers etc. with a view to facilitate lending and borrowing activities.

It is hereby clarified that the term “Users” shall mean any person using the Platform i.e. consumers, regulated entities, data partners and other partners. Your use of this Platform implies that You have read, understood and agreed to abide by the terms & conditions (“Terms & Conditions”) stated herein below.

These Terms & Conditions read together with our privacy policy govern your usage of the Platform and the terms for the usage of Services provided on the Platform (“**Product**”). If You disagree with any part of these Terms & Conditions, please do not use the Platform.

Please read these Terms & Conditions carefully before accessing or using our Platform. By accessing or using any part of the Platform, You agree to be bound by these Terms & Conditions. If You do not agree to all the terms and conditions of this agreement, then You may not access the Platform and/or avail the Products through the Platform.

1. GENERAL

The App provides access to an online platform bringing together consumers, financial institution, data partners and other partners willing to abide by the Terms & Conditions herein. NE provides various kind of personal loan products as displayed on the Website

The Platform merely facilitates transactions between the Company and Users. The Company is not a deposit taking company or a chit fund or a company offering any investment schemes as per the rules and regulations for the time being in force in India.

The Platform facilitates access between the Company on the one hand and person in need of borrowing on the other hand. The final decision as regards lending and

borrowing is subject to the discretion of the Company. In addition to the foregoing, the Company also provides certain other services with respect to data analytics subject to these Terms & Conditions.

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

The Company on the Platform provides various services, including but not limited to ("Services"):

1. Facilitating purchase and sale of Product between the Company and the Users on its Platform;
2. Monitoring and updating the credit report obtained by the User through the use of the Platform as and when Company receives such report from the authorized agents;
3. Provision of support to the Users in verifying the financial capabilities of Users;
4. Company is doing spend analysis on the backend which analyses Your income and expenses which is obtained by the Company by way of bank SMS scraping and through its integration with service provider and this is not shared with you.
5. In the event You have registered Your phone number on the 'Do Not Disturb' registers with Your network provider, You shall ensure to take all steps to enable the Company's representative's to contact You via phone to provide details about different financial products and You shall ensure that such calls received by You are pursuant to You providing Us with information and You shall not register a compliant with the relevant authorities for the same.

All Services and Products availed by the User on the Platform shall also be governed by agreements entered into between the Company and User specific to Services or Products, prior to availing the Services/Products.

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

1. ELIGIBILITY

The User of this Platform unequivocally declares and agrees that the User is a natural / legal person who has attained the age of at least 18 years and is legally allowed to enter into a contract in India. The User is allowed to utilize the Services

in accordance with the terms and conditions detailed hereinafter. By registering on the Platform, the User hereby undertakes to agree and abide by the Terms & Conditions detailed herein. If the User violates any of these Terms & Conditions, or otherwise violates an agreement entered into through the medium of the Platform, the Company may terminate the User's membership, delete his/her profile and any content or information posted online by the User on the Platform and / or prohibit the User from using or accessing the Platform at any time in its sole discretion, with or without notice, including without limitation if the Company believes that User is under the age of 18 years.

1. ACCEPTANCE OF TERMS AND CONDITIONS

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

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms & Conditions, at any time without any prior written notice to the User. It is the User's responsibility to review these Terms & Conditions periodically for any updates/ changes. User's continued use of the Platform following the modification of these Terms and Conditions will imply the acceptance by the User of the revisions.

1. YOUR ACCOUNT

If You wish to use the Platform, You are required to maintain an account and will be required to furnish certain information and details, including Your name, email id, contact number and any other information deemed necessary by the Company and as further detailed in the Privacy Policy. You are responsible for maintaining the confidentiality and security of Your account, password, activities that occur in or through Your account and for restricting access to Your computer to prevent unauthorized access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details You provide Us are true, correct, accurate and complete. Upon the Company gaining

knowledge of having any reasonable suspicion that the information provided by You is wrong, inaccurate or incorrect, the Company shall immediately terminate Your account without any notice to You in this regard. In the event of any changes to the information shared by You at the time of registering Yourself on the Platform, You shall be responsible for forthwith notifying the said changes to Us.

YOUR REGISTRATION OBLIGATIONS: In consideration of your use of the Service/Platform, you agree to:

1. provide true, accurate, current and complete information about yourself, your payment accounts and payment Instruction(s), your payee details; and
2. maintain and promptly update the above mentioned information/data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

(c) be contacted by us, representatives, affiliates, outsourced collection agencies or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your account with HiKredit. You further agree to us contacting you in any manner, including without limitation, emails, SMS messages, WhatsApp, calls using pre recorded messages or artificial voice, and notifications sent via our mobile application.

AUTHORITY TO DEBIT PAYMENT ACCOUNT: You shall furnish to the Company an unconditional ECS Mandate or e-NACH or e-mandate in the manner and form prescribed by the RBI and required by the Company and/or third party providing the service, designating the payment accounts or debit cards or any other mode from which you intend to, using the ECS or e-NACH or e-mandate mechanism, to effect the payments for the payment instruction(s) to be given by you from time to time. You also agree to submit a copy of the ECS Mandate or e- NACH or e-mandate to your banker maintaining the payment account(s). For payments, where the ECS or e-NACH or e-mandate mechanism is not used, you undertake to authorize the Company or third party in such manner and form as may be prescribed by Company or third party and the applicable law in that regard, to debit your payment account(s) and effect the payment(s).

Your submission of the Payment Instruction(s) from time to time shall constitute an irrevocable and unconditional authority to the Company and/or third party to initiate the process through ECS or e-NACH or e-mandate or otherwise for debiting the payment account(s) and making the payment to the Company.

It shall solely be your responsibility to choose the date for the repayment of your loans ("Payment Date") to the Company bill(s) well in advance of the due dates so that Company and/or third party has sufficient time to process your payment instruction(s) and make the funds available to the Company by the due date of loans. If the date on which payment is credited to the account of the Company happens to be after the Due Date, you shall be liable to pay the delayed/late charges and/or for all other consequences as per the then existing policy of the

Company. Company and/or third party assumes no responsibility and shall incur no liability if it is unable to effect any payment instruction(s) owing to any one or more of the following circumstances on the Payment Date or otherwise:

1. If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid or delayed.
2. If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
3. If the funds available in the Payment Account are under any encumbrance or charge.
4. If your Bank or the NCC refuses or delays honoring the Payment Instruction(s).
5. Circumstances beyond the control of Company and/or third party (including, but not limited to, fire, flood, earthquakes, natural disasters, bank strikes, power failures, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force).

If Company and/or third party fails to effect the Payment Instructions on/before the Payment Date for any reason other than the reasons mentioned above and such failure is directly and solely attributable to Company and/or third party, then in such an event, the liability of Company and/or third party shall be restricted to late payment charges, if any. Under no circumstances shall Company and/or third party and/or its officers, directors, employees or agents shall be liable for any indirect, incidental, consequential or punitive damages, or for loss of profit, revenue, even if advised of the possibility of those damages except to the extent as mentioned above.

You can access and update most of the information You provided us on the 'dashboard' area of Your account after You log-in or by writing to Us info@north-east.in. The right to use this Platform is personal to the User and is not transferable to any other person or entity.

You shall at all times abide by the Terms and Conditions stated herein and any breach of these conditions may also lead to the Company terminating Your account and appropriate civil and criminal remedies will be sought against You as provided under the laws of India.

1. PRIVACY

The Company collects certain information from You in order to provide the Services. The Company's use of Your personal information is governed in accordance with the Privacy Policy.

1. LICENSE AND ACCESS

The Company grants You a limited license to access and use the Platform for availing the Services, but not to download any material from it (other than page

caching) or modify it, or any portion of it, except with express written consent of the Company and / or its affiliates, as may be applicable. Any unauthorized access to the Platform or any networks, servers or computer systems connected to Platform and any attempt to modify, adapt, translate or reverse

engineer any part of the Platform or re-format or frame any portion of the pages of the Platform, save to the extent expressly permitted by these Terms & Conditions, is not permitted. This license is non-transferable and does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of account information for the benefit of anyone other than Your use; or any use of data mining, robots, or similar data gathering and extraction tools. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of the Company and / or its affiliates, as may be applicable. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by the Company.

You are permitted to use content delivered to You through the Service only for limited purpose of the said Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, You agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.

1. MONITORING OF THE PLATFORM AND YOUR ACCOUNT

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

1. SERVICE SUSPENSION

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

1. PROHIBITED USES

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

1. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

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

The information provided on the Platform is based on the information that is provided to the Company. In case the User does not disclose any information to the Company, and the same is not found out at the first instance by the Company despite all measures adopted to certify the ratings or credibility of a User, the Company shall not be responsible for any claims or liabilities.

The Company makes no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted. Consequently, the Company assumes no liability whatsoever for any monetary or other damage suffered by You on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Platform; and/or any interruption or

errors in the operation of the Platform. This limitation of liability clause shall prevail over any conflicting or inconsistent

provision contained in any of the documents / content comprising this Terms & Conditions. It is up to You to take precautions to ensure that whatever You select for Your use is free of such items as viruses, worms, malware, Trojan horses and other items of a destructive nature.

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

YOU FURTHER AGREE THAT NEITHER COMPANY OR THIRD PARTY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE / PLATFORM; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

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

1. INDEMNITY

You agree to indemnify, save, and hold Company, its affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Services or of the Website or App or Platform, any violation by You of these Terms & Conditions, or any breach of the representations, warranties, and covenants made by You herein or Your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material posted/ transmitted by You on the Platform. The Company reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the Company, including rights to settle, and You agree to cooperate with the Company defense and settlement of these claims. The Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Terms & Conditions.

1. ADVERTISERS/ THIRD PARTY LINKS ON THE PLATFORM

The Company accepts no responsibility for advertisements contained within the Platform. The Company has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Platform exists. Such linked websites and mobile applications are provided “as is” for User’s convenience only with no warranty, express or implied, for the information provided within them. The Company does not provide any endorsement or recommendation of any third-party website or mobile application to which the Platform provides a link. Further, the Users consent and agree that the content provided in the Website and the App shall be synced and shall be available in both mediums.

1. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at the Company’s request, You send certain specific submissions (for example contest entries) or without a request from Us, You send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and

otherwise use in any medium any comments that You forward to Us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that Your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that Your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead Us or third parties as to the origin of any comments. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third- party.

You are licensing to the Company and its service providers, any information, data, passwords, materials or other content (collectively, "Content") You provide through the Platform or otherwise. Company and service provider of Company may use, modify, display, distribute and create new material using such Content to provide the Service to You. Company and Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non- personally identifiable information that is derived through Your use of the Service. By submitting Content, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and its third party service provider may use the Content for the purposes set out above.

As between Company and third-party service provider, Company owns Your confidential account information.

1. ACKNOWLEDGEMENTS

You acknowledge that the Platform brings Users to avail products from the Company. You acknowledge that the Company will not be responsible for any claim or damage in case of use of the financial products. The Company in no manner warrants or guarantees the performance of a third-party service provider that is providing services through the Platform. You acknowledge that the Company in no manner guarantees that the information provided by the Users on the Platform are true and correct including the address, phone numbers etc. You acknowledge that it is Your responsibility to verify the information about the person on the Platform and the Company is in no manner liable if the information provided on the Platform is untrue or incorrect. You acknowledge that the Company is in no manner responsible for any claim of money or damages in the event User misrepresents his financial status or commits a fraud or cheating or any other such illegal act.

1. APPLICABLE LAWS

Your use of this Platform and any Term & Conditions stated in this agreement is subject to laws of India. In case of any disputes arising out of the use of the Platform, courts of Rajkot will have exclusive jurisdiction.

1. GRIEVANCES

Users have complete authority to file a complaint/ share feedback if they are disappointed by services rendered by the Company. They can give their complaint/ feedback in writing or by way of an email to the following:

Email: info@north-east.in