

# Terms and Conditions

The GEL Credit mobile application (“**App**”) is owned and operated by **Kiwimoney Financial Technology Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at BHIVE Workspace, No.467/4, Shri Krishna Temple Rd, Indiranagar (Bangalore), Bangalore North, Bangalore, Karnataka 560038. To access or use the App on any compatible device and/or avail our Services, you are required to accept these Terms and Conditions of Use (“**T&Cs**”). By accepting these T&Cs, you signify that you have read, understood and agree to be bound by these T&Cs and any other applicable law, whether or not you are a registered member of the App. As used herein, “**User**” shall mean anyone who uses or accesses the App on any computer, mobile phone, tablet, console or other device (collectively, “**Device**”) and/or avails the Services. Your continued use of the App and/or availing of the Services shall constitute your acceptance to the T&Cs, as revised from time to time. If you do not agree with these T&Cs, please do not access and/or use the App or avail such Services. For the purposes of these T&Cs, “**we**”, “**our**” and “**us**” shall mean GEL Credit, and/or third-party service providers engaged by GEL Credit to render certain Services on the App and ‘**you**’ and ‘**your**’ shall mean a User who meets the eligibility criteria set out below.

## 1. TERMS AND CONDITIONS

1.1. We reserve the right to update or modify these T&Cs at any time. Your access and use of the App following any such change constitutes your agreement to follow and be bound by these T&Cs, as updated or modified. For this reason, we encourage you to review these T&Cs each time you access and use the App and/or avail our Services.

## 2. SERVICES

2.1. We and our affiliates provide certain services to various banks and non-banking financial companies (“**Partner(s)**”) for enabling Users to use payment services on our payment is through InApp Credits or Pre Funded Wallets on online payments using credit facilities (“**Credit Line**” and/or “**Revolving Credit Line**”) offered by our Partners, enabling hassle free shopping experience to the Users for their daily expenses (“**Services**”).

2.2. The App is not linked to the User’s bank account. Instead of actual money in the bank, we have set up a post-paid limit for each User, which is provided by our Partners, by way of a Credit Line (“**GEL Credit Limit**”), wherein the User downloads the App, provides basic information and is either rejected or qualified for the GEL Credit Limit. This GEL Credit Limit can be used via scan and pay for transactions with accepting Hospitals.

2.3. We shall endeavor to provide you with the GEL Credit Limit, offering payment services through InApp Credits or Prefunded Wallets on online payments enabling shopping experience to the Users for their daily expenses. We shall facilitate the execution of the relevant documents and / or agreement in relation to the GEL Credit Limit for each User that shall be ascertained by the Partner (defined hereinbelow) in conjunction with us. We do not decide or ascertain the GEL Credit Limit for the Users.

2.4. The User may avail our Services and make purchases to be paid for at a later point in time. The outstanding amount payable by the User at the end of each month shall be treated as an amount utilized from the Credit Line given to the User by the Partner on the terms and conditions agreed upon between the User and the concerned Partner.

2.5. GEL Credit is the technology and operating partner to its banking and non-banking financial partners (“**Partner(s)**”). As a service provider, we shall undertake communication, transaction and processing on behalf of our Partners. At no point are we representing ourselves as a lending or financial services company. All terms pertaining to your GEL Credit Limit with the Partner, if any, are set out in the documents and/ or agreement executed by you with such respective Partner.

2.6. We reserve the right without any prior notice to: (a) add new services; (b) modify existing Services; and/or (c) remove portions of the Services, as and when we deem fit and at our sole discretion.

2.7. We reserve the right to charge a convenience fee, or any fee or charge, for facilitating any existing or new Services, as and when we deem fit and at our sole discretion.

2.8. In connection with the Services availed under these T&Cs, you agree to:

2.8.1. allow us (or our third party service providers), on our own or on behalf of our Partners, to send you payment reminders from time-to- time; and

2.8.2. allow us (or our third party service providers), to engage in activities to collect repayment of the availed GEL Credit Limit that you failed to pay the concerned Partners, pursuant to these: (a) T&Cs; and/or (b) terms and conditions of the third party service provider and/or the Partner. These activities may involve, inter alia, contacting either you directly or any other contact details provided by you at the time of creation of Account, submitting your information to a collection agency, or taking legal action.

### **3. ELIGIBILITY**

3.1. You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&Cs. You shall not access and use the App or avail our Services if you are not competent to contract under the applicable laws, rules and regulations.

3.2. For accessing the App and availing Services, you, as a User, further represent that you are an Indian national having tax residency in India. You also represent and assure that you are not a tax resident of any other country.

3.3. We maintain the right to render Services to only those Users who: (a) are competent to enter into legally binding contracts; (b) have made the representations as provided in Clause 3.2 above; and (c) also qualify under the internal policy(ies) for the same determined solely by us from time to time. We shall have the sole right to change, modify, add or remove, in whole or in part, its internal policy(ies), in relation to the provision of the Services at any time without any prior written notice of intimation to the Users. Further, we shall have the right to not entertain any requests in relation to the same, from the Users, towards such Services without assigning any reason.

3.4. We shall have the right to not process a transaction through the App, if we, in our sole discretion, determine that such a transaction undertaken by a User is not authorized by such User or that the transaction is not genuine or suspicious.

3.5. If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access the App and avail of the features and facilities on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity and further, if you have fulfilled such additional eligibility requirements as we may require in connection therewith.

#### **4. REGISTRATION**

4.1. You have to be registered as a User in order to avail the GEL Credit Limit , and by accepting the terms and conditions at the Partner website, you will be registered as a User with us on the App, and your User account will be created on the App as per the procedure laid down in the authentication process below.

4.2. Any additional T&Cs with respect to the creation and use of the User account, if any, specified on App shall also be applicable to you along with these T&Cs.

4.3. For the purposes of the registration of your account with us, you agree and understand that your personal information, including your phone number, PAN card, DOB and it will be shared by us with the Partner, in order to evaluate and register your account for availing the Services, and or any other service provided by us, as the case may be.

4.4. You shall ensure that: (a) you furnish all information required for your availing of the Services as required by us from time to time; and (b) all information provided by you is true, correct, accurate and complete. In order to facilitate the smooth availing of the Services, you hereby agree to ensure that you shall immediately update the data provided by you in the event of any changes thereto.

4.5. Every time you wish to avail a service with a new Partner, you shall be prompted to accept the respective terms and conditions applicable for the relevant Partner(s), as mentioned in Clause 2.4 above. Your acceptance of such new terms shall not mean the creation of a new user account with us. However, the terms accepted by you for the respective Partner shall be in force in conjunction with these T&Cs.

4.6. You understand and accept that your acceptance of any terms for any products or services, whether with third-parties or other products and Services offered by us, shall not mean that such terms will substitute the provisions and terms contained herein. The various terms accepted by you shall be in force for such duration as specified in the respective terms.

#### **5. AUTHENTICATION**

5.1. In order for you to register for availing the Services offered herein, you shall have to authenticate your account in the manner prescribed by us, which includes but may not be limited to, entering a one-time password (OTP) issued to you by us.

5.2. Once you are registered as a User with the Partner in order to avail the Credit Line being provided by the Partner, you shall be provided a GEL Credit Limit by the respective Partner. We shall assist the Partner by providing the relevant information to the Partner in order to enable it to complete the required processes.

5.3. Upon the completion of the registration and authentication processes, you may transact using the App.

5.4. You hereby undertake and agree that: (a) any pin or OTP or password or any unique number issued by us in relation to the authentication process shall be used solely by you and

shall not be disclosed to any third-party, and (b) you shall take all necessary steps, including deleting or destroying all records of the authentication process, to ensure that any unauthorized disclosure of the same is prevented.

5.5. You agree to immediately notify us of any unauthorized use of your authentication process or any other breach of security. You further acknowledge and agree that you shall be solely liable for any losses, disputes, costs, expenses, fees, charges incurred by you, as well as for any fraudulent transactions undertaken on a Partner website, due to or arising from your failure in complying with the T&Cs or any other reason, and neither us nor any Partner(s) will be liable for any costs, expenses, fees, charges, losses, damages or other liability arising from your failure to comply with the T&Cs or from any unauthorized access to or use of the pin or OTP or password or any such unique number issued by us.

5.6. The User hereby acknowledges that other than the pin or OTP or password or any unique number issued to you by us in relation to any authentication process for a particular service/transaction, we have no obligation or liability to verify the services/transactions entered into, authenticated and/or authorized by you.

5.7. In the event of any dispute between 2 (two) or more parties as to the ownership of a particular OTP or any other form of authentication process, you hereby agree that we will be the sole expert of such dispute, and that our decision (which may include termination or suspension of any User account subject to dispute) shall be final and binding on all parties concerned.

## **6. PAYMENT**

6.1. Upon availing of the services from the Partner, you shall be permitted by such relevant Partner to make payments for such services availed by way of a deferred payment basis, or a lump-sum payment, as specified in the terms agreed to by the User.

6.2. You hereby agree and acknowledge that the GEL Credit Limit as well as repayment terms may be varied or modified from time to time by the concerned Partner in consultation with us.

6.3. In case of you availing the Service, you shall be enabled to make the repayment of the Credit Line on a deferred basis, in a lump sum amount, or in installments, as offered by the Partner, subject to the GEL Credit Limit specified by the Partner in its respective terms. You hereby consent and agree to making the required payments in consideration of the Services provided, to us, being authorized by the Partners to do so in the manner specified by us at the time.

6.4. In case of you availing the pay later service, you hereby agree to make the repayment directly to the concerned Partner in accordance with the terms agreed upon between you and the Partner.

6.5. After you have completed the authentication process, and avail of any Service, either we or the concerned Partner shall issue a single statement to you with respect to the Services availed from the relevant Partner(s) during a specified period. The statement shall specify the amounts required to be paid, the timelines, and the manner in which the amount is to be paid by you. The statement shall be issued by us on a periodic basis in the form of an e-mail, text message, notification on the App or any other medium.

6.6. You hereby undertake to pay the due amount specified in the statement in accordance with the timelines and the manner specified in the statement. You hereby acknowledge and agree

that the date(s) specified in the statement for payment of the statement amount (each a “Due Date”) is/ are the date(s) by which the statement amount (or part thereof, as specified in the statement) should be credited to the concerned Partner’s bank account as specified in the terms agreed by the User.

6.7. The User agrees that it shall not use any payment method other than the permitted payment methods notified by us or the Partner in the terms agreed, for the purpose of paying the statement amount and/or any other amounts towards services availed that are due and payable by you to either us or the Partner.

6.8. You hereby agree and acknowledge that we shall not be liable under any circumstances whatsoever, and you shall be solely liable under all circumstances, in relation to:

6.8.1. non-delivery and/or delay in receipt of the statement as a result of any default, non-delivery or delay due to any third-party telecom service provider(s) and/or other service provider(s) used by us or the Partner(s); and

6.8.2. any delay caused in payment of the statement amount due to the time taken for settlement and clearing of the statement amount from your bank account to the relevant Partner’s bank account.

## **7. USER INFORMATION**

7.1. You hereby understand that in order to avail the Services, we will share your phone number with the concerned Partner, along with other information that may be available with us, as required/requested by the Partner. We will use such information along with your other information to, amongst others, determine whether the required Services can be offered by the Partner to you.

7.2. You hereby agree that the personal information (including the name, address, contact number and other details) provided by you to us, and further shared by us with the Partner at the time of registration, opening of the user account and/ or availing the Services and at all other times for any other service, as may be applicable (“**Personal Information**”), is and shall at all times remain true, accurate, updated and complete. Personal Information shall also include your registered phone number.

7.3. If any Personal Information provided by or on behalf of you is found to be untrue, inaccurate, not current, or complete, we shall be entitled at our sole discretion to suspend or terminate your account and refuse any or all use of ours or the Partner’s services, in the present or future, as the case may be. We shall not be liable, in any manner whatsoever, for any costs, expenses, loss or damage incurred by you or any dispute initiated by or against you due to any untrue, inaccurate, non-current or incomplete Personal Information.

7.4. You hereby agree that the Personal Information shall be collected, stored, analyzed and used by us for the purpose of providing you with efficient access to the App, and such other features, products and/or services offered by us, including but not limited to the services offered by us to the Partner. You hereby grant your consent to us to further use and share your Personal Information with our affiliates and/or the Partner and you hereby confirm that you do not have any objection to receiving promotional offers, deals, marketing material, promotional material and any other form of communications from the Partner, us and/or ours or the Partners’ affiliates in such form as may be determined by us or the Partner in our sole discretion. In

addition, you agree and understand that we will collect, receive and process your personal information in accordance with our Privacy Policy. By accepting the T&Cs, you hereby agree and accept our Privacy Policy which may be updated by us from time to time.

7.5. You hereby agree that your Personal Information may be displayed on our App and/or the Partner website, automatically or otherwise, upon your logging into your account and/or initiating any service. The Personal Information and other information required to provide you with the service which is readily available on the App is viewable solely by you.

7.6. We may request and upon such request, you shall provide, from time to time, additional information/documentation to: (a) ensure your conformity with the requirements in accordance with applicable law; and (b) verify the accuracy and completeness of the information provided by you.

7.7. You further acknowledge and understand that in order to provide the Services to you, we may fetch further information about you from various third parties including our group companies and affiliates.

7.8. Further, we also reserve the right to obtain information in relation to you from any service provider, financial institution and/or governmental agency for the purposes of offering the Services, and you hereby acknowledge and agree that we shall be entitled to share any or all the information so obtained with any third parties as we see fit, to this end.

7.9. We shall ensure that our use and disclosure of your Personal Information shall at all times, be in accordance with applicable laws and our Privacy Policy. In case of any discrepancy between the terms of these T&Cs and our Privacy Policy in connection with your Personal Information, the terms of our Privacy Policy shall prevail.

## **8. REPRESENTATIONS, WARRANTIES AND UNDERTAKING**

8.1. The information and data contained in the App do not constitute an offer to buy or sell or solicitation of an offer to buy or sell any Services in any jurisdiction other than India.

8.2. All information provided by you to us is accurate, correct and true.

8.3. You acknowledge and agree that we are entitled to remove any/all the information on the App that is in contravention of these T&Cs.

8.4. You hereby authorize us and/or the respective Partner, to make any enquiries with any other finance company/bank/registered credit bureau regarding your credit history with them, in connection with the Services under these T&Cs, as well as any other services that may be provided by us at the time.

8.5. You agree to not engage in any activities pertaining to the Services that are contrary to any applicable law or regulation or the terms of any agreements you may have with us.

8.6. You agree not to: (a) create multiple Accounts or fake Accounts; (b) create Accounts fraudulently; and/or (c) use the App for any unlawful or immoral purpose.

8.7. You understand that we do not provide any warranties for our Services and shall not be made liable for any claims made by you or any third party. In this regard, you undertake to accept and be solely liable for the Services availed by you from us. You further undertake to indemnify and hold harmless us, our affiliates and our respective directors, officers, employees, agents and representatives against all damages suffered or losses incurred by us, arising due to

any act, omission or claim initiated by you or any third party in relation to the Services availed by you or in case of breach of these T&Cs or any warranty by you.

## **9. DELAYS IN PROCESSING**

9.1. You understand that there might be inadvertent delays while the Services are being rendered to you, including but not limited to, at the time of making a purchase or making payment to the Hospital. Please note that any transaction may be canceled till the time it is confirmed by us.

## **10. COLLECTION OF INFORMATION**

10.1. In the course of availing Services, you authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. You may also be required to identify documents to help us validate your identity. In the event we are unable to obtain or verify your information, we reserve the right to close, suspend, or limit access to your Account and/or the Services rendered. By availing the Services, you also consent to enable us to validate your identity and to collect information about you in accordance with these T&Cs and our Privacy Policy.

10.2. You also provide your consent to us to use and share the information provided by you in connection with the Services or other services provided by us. You also agree and consent to us assessing the information, based on your usage of the App.

10.3. You will be required to provide such documents as required by us.

10.4. You agree to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your Account information in the course of availing Services. You further agree to keep your Account information up to date and accurate.

10.5. The responsibility of providing correct information, details, including the contact information, amount, the bank account details etc. lies solely with you. We shall not be responsible to verify the accuracy of the information/ details provided by you. In the event of any changes in the details or information provided by you initially, you must inform us of such changes within a reasonable period of time. If any incorrect bank account number is provided by you, any amount may be deposited /credited to the wrong bank account and there is no guarantee of recovery of the same. We will not be responsible for any loss or damage that may be sustained by you on account of such error on your part.

## **11. INTELLECTUAL PROPERTY POLICY**

11.1. All of the content on the App, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, trade names ("**App Content**"), constitute our and our licensors' intellectual property. Copyright laws in all applicable jurisdictions protect the App and the App Content.

11.2. You may access the App, avail of the features and facilities and utilize the App Content in connection with the subject matter hereof. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the App Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular App Content, you could contact us in the manner provided for herein.

11.3. GEL Credit and its licensors, if any, are the sole owners of the underlying software and source code associated with the App and all the trademarks, copyright and any other intellectual property rights of any nature in the App.

## **12. USER ACCOUNT, PASSCODE & SECURITY**

12.1. You are mandatorily required to set a security passcode on the App once you are approved for the GEL Credit Limit. You are responsible for maintaining the confidentiality of the passcode and your account (“**Account**”) and you are also fully responsible for all activities that occur under your passcode or Account. You agree to: (a) immediately notify us of any unauthorized use of your passcode or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause

12.12.2. You hereby acknowledge that the deletion of the App from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If and when you are desirous of having your name and other details removed from our records, upon receiving your written request to that effect, we shall, subject to requirements under applicable law remove and/delete all such information.

## **13. USE OF APP – FEATURES AND FACILITIES**

13.1. Through the App, we assist Users to gain access to pay-later services on both QR code based payments and on online payments linked to the GEL Credit Limit.

13.2. We hereby grant to you a restricted, non-transferable license to download and use the App on a Device, which you own or control, to avail of the functions and features in accordance with these T&Cs.

13.3. Your usage of the App will require you to provide to us certain personal and financial information, which shall be collected and maintained as per the terms laid down in our privacy policy available at (“[Privacy Policy](#)”).

13.4. We shall not mediate or attempt to get involved in and resolve any disputes or disagreements between you and third party/ies.

13.5. We will use your name as per the records in NSDL as the name in the application.

13.6. We may update the App from time to time in order to, inter alia, increase our efficiency, optimize user interface and add new features and/or facilities.

13.7. We allow our affiliates or third parties to collect certain information when you visit our App through the use of cookies or third-party web beacons to collect this information by those third parties.



13.8. You are required to seek our permission in case you are writing something associated with the App on social media or otherwise. In the event you post any content on your own site or any other third party sites about us without our prior written permission, we may take strict actions against you.

13.9. You may choose to, or we may invite you to submit comments or ideas about the Services rendered under these T&Cs, including without limitation about how to improve the Services. By submitting any such ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us or any of our affiliates or subsidiaries, under any fiduciary or other obligation, and that we will be free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to, or developed by employees, or obtained from sources other than you.

13.10. IN THE EVENT YOU HAVE ANY COMPLAINT AGAINST THE CONTENTS (OR ANY PORTION THEREOF), INCLUDING THAT THE CONTENTS THEREIN ARE INCORRECT OR BREACH THE RIGHTS OF A THIRD PARTY, WE SHALL TAKE ALL COMMERCIALY REASONABLE MEASURES TO ADDRESS THE SAME. HOWEVER, OUR SOLE OBLIGATION IN THIS REGARD SHALL BE TO REMOVE SUCH CONTENT FROM THE APP; AND THE USER SHALL HAVE NO FURTHER CAUSE OF ACTION AGAINST US.

## **14. SERVICE PROVIDERS**

14.1. We may employ third-party service providers and individuals for the following reasons:

- 14.1.1. To facilitate our Service;
- 14.1.2. To provide the Service on our behalf;
- 14.1.3. To perform Service-related services; or
- 14.1.4. To assist us in analyzing how our Service is used.

14.2. You acknowledge that the third-party service provider/agent/agencies will have access to your personal information on a need basis to assist us in rendering service, and the service providers are restricted from using the same for any other reason. The third-party service providers are obligated not to disclose or use the information for any other purpose.

## **15. YOUR RIGHTS & PREFERENCES AS A DATA SUBJECT IN INDIA**

15.1. These T&Cs are intended for Users within the territory of India and govern your rights as per applicable law within the territory of India. However, in the event you fall under a jurisdiction outside the purview of Indian law, we will not be liable for any claim, action and/or right initiated/exercised by you as per the extant laws of that jurisdiction. Therefore, we request you to kindly use the App accordingly.

## **16. CUSTOMER COMMUNICATIONS**

16.1. Accepting these T&Cs implies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), WhatsApp, calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialing system or an automatic texting system, and notifications sent via the App. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS.

16.2. You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address(es).

16.3. In relation to the unsolicited communication referred in "National Do Not Call Registry" as laid down by Telecom Regulatory Authority of India, you confirm that such laws will not be applicable for such communication/calls/SMS/messages through whatsapp messenger application received from us, our employees, agents and/or associates.

## **17. SYSTEM REQUIREMENTS**

17.1. In order to use the App, you are required to have a compatible Device with the following minimum specifications: Android Operating System version 4.1 (SDK level 16) or higher- or iOS 9.0 or higher.

## **18. USER GUIDELINES**

18.1. In consideration of our granting you the rights hereunder, you hereby agree not to use the App for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these T&Cs and our Privacy Policy. You shall not use the App in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any server, or interfere with any other party's use and enjoyment of the App. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the App.

18.2. The App is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (a) make and/or distribute copies of the App or any deliverable generated by the App; (b) attempt to copy, reproduce, alter, modify and/or reverse engineer the App; and/or (c) create derivative works of the App.

18.3. You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.

18.4. You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the App. Also, you shall not reverse engineer or reverse compile our technology that is available on the App, including, without limitation, such Java Applet, as may be associated with the App from time to time.

18.5. You shall request us to block the Account and change the passcode/password immediately for the Account, if your Device has been lost or stolen.

18.6. You are responsible for any and all activities that occur in your Account. You agree to notify us immediately of any unauthorized use of the Account or any other breach of security. We shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform us, within a reasonable time, about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.

18.7. You shall be liable for losses incurred by us or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without our permission and the permission of the account holder.

18.8. We shall make all reasonable efforts to ensure that your information is kept confidential. However, we shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.

18.9. You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by you and we shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.

18.10. You understand and acknowledge that upon using the App, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us limited powers and hereby authorize us with the full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, and empower us with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Services and facilities available on the App, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that such third parties shall be entitled to rely on the foregoing authorization and agency granted by you.

18.11. You hereby acknowledge and agree that we shall not be liable for failure of any transaction undertaken for any reason whatsoever including but not limited to deficiency of service and/or products delivered as well as technical errors. You further acknowledge that we shall not be responsible in any manner whatsoever, for any loss incurred by you for a failed/ incomplete transaction undertaken by you using our Services.

18.12. You hereby agree and express your voluntary, unequivocal and informed consent to your personal data or financial information (including such data as may be designated as 'personally identifiable data' under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or other applicable law), being processed, disclosed and/or transferred by us to third-party entities.

## 19. INDEMNIFICATION

19.1. You agree to protect, defend and indemnify us and hold us and our representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the App in violation of these T&Cs and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

19.2. The terms of this provision will survive any termination or cancellation of these T&Cs or your use of the App.

## 20. REFUND PROCESS:

20.1. Subject to Clauses 21, 22 and 27 below, we will provide a refund to you under the following circumstances:

20.1.1. Should the transaction fail due to any reason, except due to scheduled downtime, or change in applicable laws, i.e., the money is debited from your GEL Credit Limit and not credited to the Hospital's account (subject to clause 20.1.2 below), your GEL Credit Limit will be increased to the extent of the amount debited in the failed transaction; and

20.1.2. Should the money fail to be credited into the Hospitals account within 48 (forty eight) hours, your GEL Credit Limit will be increased to the extent of the amount debited in the failed transaction.

## 21. SUPPORT

21.1. Basic support for the Services shall be provided by us. We shall also use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give at least 4 hours' notice); or (b) any unavailability due to circumstances beyond our reasonable control.

## 22. DISCLAIMER

22.1. The App and the functions and features therein, are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

22.2. We shall make reasonable efforts to make available the App and the functions and features at all times. However, we make no warranty that the App shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.

22.3. We are the mere facilitator of the Services provided to you and the terms of your borrowing shall be governed by the terms agreed by you with the concerned Partner, as mentioned in Clause 4.5 hereinabove.

22.4. We do not make any warranties or guarantee as to the functionality and experience of the App and our Services, as the functionality of the same depends on various factors, including but not limited to the device being used by you, the browser, etc. which is beyond our control.

22.5. You shall ensure that while using the features and facilities of the App, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied by you, and we shall not be liable in any manner whatsoever for default of any nature regarding the same, by you.

22.6. We shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond our control, including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.

22.7. You are advised to keep your username, password and passcode safe. We shall not be liable in the event your Account is hacked due to errors or omissions at your end.

22.8. Any material downloaded or otherwise obtained through the App is done at your own discretion and risk and you are solely responsible for any damage to your Device 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 us through or from the service will create any warranty not expressly stated in these T&Cs.

22.9. We shall not be liable for any losses and/or damages which may arise as a result of a third party entity's usage of the user's personal data or financial information (including such data as may be designated as 'personally identifiable data' under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011).

22.10. We shall not be liable for any failure or delay in performing our obligations under this facility if such failure or delay: (a) results from actions undertaken by us in reasonable good faith to comply with applicable law or to prevent fraud; or (b) is caused by events beyond our control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of force majeure event.

22.11. We hereby clarify that we have the full power and authority to remove any feature from the App at any point in time without intimating you of the same.

### 23. LINK TO OTHER WEBSITES

23.1. The links to any third party websites on the App are provided solely as pointers in connection with the Services, and we have no control over the content on such third party websites. We make no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor do we warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a third party website, you will do so at your own risk. You also acknowledge that links to third party websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or Services offered at such sites, or any representation regarding the content at such third party websites

## **25. LIMITATION OF LIABILITY**

25.1. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THIS APP'S FUNCTIONS AND FEATURES OR FOR INTERRUPTIONS, DELAY, ETC., EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING FROM THE COST OF GETTING SUBSTITUTE FACILITIES ON THE APP, ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APP, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANYONE ON THE APP, OR INABILITY TO USE THE APP, THE PROVISION OF OR FAILURE TO PROVIDE THE FUNCTIONS AND FEATURES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS CLAUSE SHALL SURVIVE IN PERPETUITY.

## **26. SEVERABILITY**

26.1. If any provision of these T&Cs is held to be illegal, invalid or unenforceable under any present or future applicable laws: (a) such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and (b) the remaining provisions of the T&Cs will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

## **27. TERMINATION**

27.1. These T&Cs and the right to use granted hereunder shall take effect on the date you create an Account with the App, and shall continue in effect until termination of these T&Cs in accordance with this section.

27.2. We may suspend/terminate the use of the App at any time, with or without cause, after giving notice of the suspension/termination to you.

27.3. Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of the App.

28. WAIVER  
28.1. Any failure on our part to require performance of any provision of these T&Cs shall not affect its right to full performance thereof at any time thereafter, and any waiver by us of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

## **29. ASSIGNMENT**

29.1. You shall not assign or transfer any rights, obligations, or privileges that you have under these T&Cs, without our prior written consent. We reserve the right to assign its rights,

obligations or privileges to third parties and you hereby agree to such assignment. Any assignment or transfer in violation of this clause will be deemed null and void.

### **30. INDEPENDENCE FROM PLATFORMS**

30.1. The App is independent of any platform on which it is located. The App is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, or Android (each being an “**Operator**”).

30.2. Your download, installation, access to or use of the App is also bound by the terms and conditions of the Operator.

30.3. You hereby acknowledge that these T&Cs are concluded only between you and GEL Credit, and not with an Operator, and we, not those Operators, are solely responsible for the App and the content thereof to the extent specified in these T&Cs.

30.4. We are solely responsible for providing any maintenance and support services with respect to the App as required under applicable law. You hereby acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

30.5. You hereby acknowledge that us, and not the relevant Operator, is responsible for addressing any User claims or any third party claim relating to the App or your possession and/or use of the App, including, but not limited to: (a) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (b) claims arising under consumer protection or similar legislation.

30.6. You hereby agree that, in the event of any third party claim that the App or your possession and use of the infringes that third party’s intellectual property rights, we, and not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was proved and established without doubt to be caused by us.

30.7. You must comply with any applicable third party terms of agreement when using the (e.g., you must ensure that your use of the is not in violation of your Device agreement or any wireless data service agreement).

30.8. You hereby agree that the relevant Operator, and that Operator’s subsidiaries, are third party beneficiaries of these T&Cs, and that, upon your acceptance of these T&Cs, that Operator will have the right (and will be deemed to have accepted the right) to enforce the T&Cs against you as a third party beneficiary thereof.

### **31. UPDATES**

31.1. We reserve the right to update the App, in order to, inter alia, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages will be sent to you on your Device for download and installation.

31.2. You hereby agree to install the updates from time to time and acknowledge that we will only be able to provide Account support if you ensure installation of all updates upon receiving notifications thereof when using the App.

## **32. VALIDITY OF T&Cs**

32.1. These T&Cs shall apply when you complete the authentication process and create an Account and shall remain valid and binding on you for so long as you maintain the Account and avail Services.

## **33. SECURITY**

33.1. You are prohibited from violating or attempting to violate the security of the App, including, without limitation:

33.1.1. accessing data not intended for you or logging into an account which you are not authorized to access;

33.1.2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or 33.1.3. interfering with service to any user, host, or network.

33.2. You shall not misuse this App by intentionally introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together "Viruses"). You will not attempt to gain unauthorized access to the App, or any server, computer or database connected to the App. You will not attack this App via a denial-of-service attack. Further, you shall not interfere with or circumvent any security feature of the App or any feature that restricts or enforces limitations on use of or access to the App, such as probing or scanning the vulnerability of any system, network or breach.

33.3. Should you breach the provisions of this Clause, you will be liable to be prosecuted under the Information Technology Act, 2000 and other applicable statutes. We will immediately report such breach to the relevant law enforcement authorities and will co-operate with such authorities by disclosing your identity to them. In the event of such a breach, your rights to use this App will cease immediately.

33.4. We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any material posted on it.

33.5. You agree to immediately report to us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

33.6. You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the App by other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as "spam" to other users, overloading, flooding or mail-bombing the App, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the App.

33.7. All actions performed by any person using your account and password shall be deemed to have been committed by you and you shall be liable for the same. We reserve the right to suspend/terminate your account at any time if it is found that you have been sharing the password with any unauthorized user.

33.8. In order to reduce the risk of unauthorized access, a user is logged out from the account and will have to enter his details and login afresh after 3 (three) consecutive incorrect login attempts. In the event of such lockout, you can email the administrator at



support@gelcredit.com and the account shall be unlocked upon receipt of your email. You can also request for a password reset on our website through the 'forgot password' option on our App.

#### **34. MONITORING**

34.1. All electronic communications and content presented and/or passed to us, including that presented and/or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of ours in the exercise of their duties, or by law enforcement authorities who may be assisting us in investigating possible contravention/non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, we have the right to reject, at our sole discretion, from the App any electronic communications or content deemed not to be in compliance with our corporate policies and procedures.

#### **35. GOVERNING LAW AND JURISDICTION**

35.1. These T&Cs (and by extension, the Privacy Policy) are governed and construed in accordance with Indian law. By using the App, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Bangalore, Karnataka, India, in the event of any disputes arising out of or in relation to your access to and use of the App.

#### **36. CONTACT INFORMATION**

36.1. If you have any questions or concerns regarding the Terms of service or Privacy Policy, please feel free to contact us at the following email address: support@gelcredit.com or at the contact details published on the App.