

Terms of Use of App/Website and Terms of Loan- Branch International (India)

The Terms and Conditions, for the Opening and Use of a Loan Account with Branch International, as laid down herein below (“**Terms and Conditions**”) constitutes a legally binding financial facility agreement (“**Agreement**”) between Branch International Financial Services Private Limited (“**Branch**”) and you, i.e., the visitor (“**Visitor**”) for using Branch’s financial facility (“**Services**”) and sharing certain data through a mobile application software (“**App**”).

1. ACCEPTANCE OF TERMS AND MODIFICATION THEREOF

- 1.1. If the Visitor does not agree with any Terms and Conditions, the Visitor must not access the App. If the Visitor accesses the App, these Terms and Conditions shall be a legally binding agreement between the Visitor and Branch.
- 1.2. Any changes to these Terms and Conditions will only be effective when posted through the App by Branch, and the Visitor agrees to such changes in the Terms and Conditions.
- 1.3. The Visitor’s use of certain features, functionality or programs (including contests, sweepstakes, promotions, wireless marketing opportunities, RSS feeds, etc.) offered on or through the App may be subject to additional terms and conditions, which would be deemed to be accepted by the Visitor.
- 1.4. The Visitor expressly agrees that the Visitor will be deemed to have consented to the disclosure to, and use by, third parties or agents appointed by Branch (a hyperlink containing the list of such third parties, the type of data that shall be shared and the rationale for sharing the data to be provided), in terms of the Privacy Policy (hyperlink of the privacy policy to be provided), or a subsequent owner or operator of the App, of any information about the Visitor contained in the applicable Branch database, and, to the extent required by the third party(ies) to perform its/their functions or to the extent Branch assigns its rights and obligations pursuant to a merger, acquisition, or sale of all or substantially all of Branch’s assets including any part or all of the App, a subsequent owner or operator, in compliance with applicable laws.
- 1.5. Branch reserves the right, in its sole discretion, to terminate the access to the App or any portion thereof at any time, after providing a prior notice.
- 1.6. The headings and subheadings herein are used for convenience only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms and Conditions.
- 1.7. The Terms and Conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar import refer to these Terms and Conditions as a whole.

2. LIMITED VISITOR

- 2.1. By using the App and/or submitting the Visitor’s information including any personal information on the App, the Visitor expressly consents to the transfer of such data to Branch, and to the processing of such data on the server of Branch, where the Visitor’s data will be governed by laws of India (“**Applicable Laws**”).
- 2.2. The Visitor agrees not to use the App or its Services for any illegal purposes, or re-sell, or trade any Services for any commercial purposes other than personal use.

- 2.3. The Visitor agrees not to copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell any information, software, products, Services or intellectual property obtained from the App in any manner whatsoever.

3. DISCLAIMER OF WARRANTIES

- 3.1. Branch does not provide any representations and warranties (whether implied or expressed) for the quality, accuracy or completeness of any data or information on the App and disclaims all warranties of fitness for a particular purpose and merchantability including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any Visitor or any other person, arising out of or from the use of any such information on the App.
- 3.2. Branch does not endorse any advertiser on its App in any manner, and the Visitors are requested to verify any accuracy of any information of any third party on their own before relying on any such information.
- 3.3. Branch shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) the cost of procurement of Services; (c) unauthorized access to or alteration of the Visitor's transmissions or data; or (d) any other matter relating to the Services including damages for loss of use, data or profits, arising out of or in any way connected with availing of the Services through the App.
- 3.4. Branch shall not be liable for any delay in using the Services on the App, the provision of or failure to provide the Services, or for any information, software, products, Services and related graphics obtained from Branch through the App, whether based on contract, tort, negligence, strict liability or otherwise. Further, Branch shall not be held responsible for non-availability of the App during periodic maintenance operations or any unplanned suspension of access to the App that may occur due to technical reasons or for any other reason whatsoever. The Visitor agrees that any data downloaded or otherwise obtained from Branch through the App is done entirely at the Visitor's risk and the Visitor will be solely responsible for any damage to his equipment including a phone, internet access, etc., or any other loss that results from such data.
- 3.5. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from: (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action.

4. LINKS TO OTHER SITES

- 4.1. The App may contain links to other websites or may contain features of any nature of other websites on the App ("Allied Sites"). The Allied Sites are not under the control of Branch, and Branch is not responsible for any Allied Site, including any content, link or advertisement on the Allied Site, or any changes or updates to the Allied Site.
- 4.2. Branch is not responsible for any errors, inclusions, omissions or representations on any Allied Site, or on any link contained in the Allied Site. Branch does not endorse any advertiser on any Allied Site or on any link contained in the Allied Site, in any manner. The Visitor is requested to verify the accuracy of any information on his own before relying on such information

5. VISITOR'S OBLIGATIONS

1. The Visitor undertakes that the Visitor shall not:

- 1.1. create, publish or submit anything that is unlawful, pornographic, defamatory, libellous, obscene, threatening, harassing, discriminatory, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any Applicable Laws, rules, regulations or Government of India's guidelines, or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;
- 1.2. provide false information about him or anyone else (including if and when the Visitor is being asked on the App to provide accurate information about the Visitor's age), and the Visitor will not impersonate or appear to impersonate anyone else or otherwise misrepresent the Visitor's affiliation with any person or entity;
- 1.3. use any one or more of the Licenses(*defined below*) (and any associated functionality) to collect, obtain, compile, gather, transmit, reproduce, delete, revise, view, display, forward, any material or information, whether personally identifiable or not, posted by or concerning any other user of the App, unless the Visitor would have obtained prior permission from such user to do so;
- 1.4. interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the App (or any parts thereof);
- 1.5. violate any copyright notices, information, restrictions contained in or associated with any of the App content;
- 1.6. remove, alter, interfere with or circumvent any copyright, trademark, watermark, or other proprietary notices marked/displayed on the App;
- 1.7. remove, alter, interfere with or circumvent any digital rights management mechanism, device or other content protection or access control measure (including geo-filtering and/or encryption) associated with the App content;
- 1.8. use any of the rights granted to him or any of the App content in a manner that suggests an association with any of Branch's products, Services or brands, unless otherwise specifically permitted by Branch;
- 1.9. do anything on the App that would prevent other users' access to or use of the App or any part thereof; and
- 1.10. decline, upon a request from Branch, any relevant document, as proof of residency in India.

2. The Visitor represents and warrants to Branch that the Visitor:

- 2.1. has the power and authority to execute, deliver and perform the Visitor's obligations under these Terms and Conditions, and the execution, delivery and performance of the Visitor's obligations under these Terms and Conditions do not contravene any Applicable Law or any of its obligations (contractual or otherwise); and
- 2.2. is not a wilful defaulter or barred from accessing or availing the Services under Applicable Law.
- 2.3. has an annual household income of more than INR 3 lacs, and therefore, the borrowing from Branch does not qualify to be treated as a microfinance loan under the Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022.

3. The Visitor agrees that:

- 3.1. Branch reserves the right to decline the Visitor's application for a loan or to revoke the same at any stage at Branch's sole discretion without assigning any reason or giving any notice thereto;
- 3.2. Branch reserves the right (in its sole discretion) to grant a loan to any Visitor and vary the terms of any loan based on its assessment of the credit history, past defaults (if any), credit score, or any other relevant information ("Credit Profile") of each individual borrower/Visitor.
- 3.3. For the purpose of assessment of the Credit Profile, Branch may seek details from or otherwise rely on the following data/information of the individual borrower / Visitor: (a) financial credit history of the individual borrower/Visitor available with any agency set-up, established, authorised by the Reserve Bank of India or any government or regulatory authority, (b) bank statements, (c) any financial or other information obtained from

authorized agencies, third party service providers or any other permitted sources (including as specified under Branch's Privacy Policy), as may be required by Branch for the purpose of such assessment.

- 3.4. Branch owns all right, title and interest in the Services and the App; and
- 3.5. nothing in these Terms and Conditions shall confer on the Visitor any right of ownership in Branch's intellectual property rights and/or the App or its contents.
4. To avail any Service through the App, the Visitor has and must continue to maintain at the Visitor's sole cost:
 - 4.1. all the necessary equipment including a phone, internet access, etc. to access the App and/or avail the Services; and
 - 4.2. access to the App, which may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the Visitor.
5. The Visitor also agrees that the Services may include certain communications from Branch as service announcements and administrative messages. The Visitor agrees that the Services are provided on an "as-is-where-is" basis and that Branch does not assume any responsibility for deletions, mis-delivery or failure to store any Visitor communications or personalised settings.

6 LICENSE AND PROPRIETARY RIGHTS

1. Subject to the Terms and Conditions, Branch hereby grants to the Visitor, if and only to the extent the necessary functionality is provided to the Visitor on or through the App, the following, limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free rights and license (each a "**License**") to:
 - 1.1. access, view and otherwise use the App (including, without limitation any information or Services provided on or through the App) for your personal, lawful use only, as intended through the normal functionality of the App; and
 - 1.2. use any other functionality expressly provided by Branch on or through the App for use by Visitors, subject to this Terms and Conditions.
2. The content of the App and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by Branch and/or its licensors and are protected by applicable Indian and international copyright and other intellectual property law. The Visitor agrees that the Visitor shall not have, nor be entitled to claim, any rights in and to the content of the App and/or any portion thereof.
3. Branch may provide the Visitor with content including information, sound, photographs, graphics, video or other material through the App. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The Visitor may use this material only as expressly authorized by

4. Branch and shall not copy, transmit or create derivative works of such material without express authorization from Branch.
5. The Visitor agrees that the Visitor shall not upload, post, reproduce or distribute any content on or through the App that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the App with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the Visitor to liability under Applicable Laws.

7. REGISTRATION PROCESS FOR VISITOR

- 7.1. If the Visitor chooses to use the Services of the App, registration of the Visitor on the App is compulsory. The Visitor agrees and undertakes at all times to be responsible for maintaining the confidentiality of the Account, and shall be fully responsible for all activities that occur by use of such Account. Further, the Visitor agrees not to use any other party's Account for any purpose whatsoever without proper authorization from such party. The Visitor is responsible for the security of all transactions undertaken on the Visitor's Account. Branch will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of the Visitor's Account.
- 7.2. The Visitor also agrees and undertakes to immediately notify Branch of any unauthorized use of the Visitor's password, user ID or PIN, as the case may be. Branch shall not be responsible for any, direct or indirect, loss or damage arising out of the Visitor's failure to comply with this requirement.
- 7.3. The Visitor also agrees to:
 - 7.3.1. provide true, accurate and complete information about himself and his beneficiaries as prompted by the loan application form ("**Registered Data**") on the App; and
 - 7.3.2. maintain and promptly update the Registered Data to keep it true, accurate, current and complete. If the Visitor provides any information that is untrue, inaccurate, not current or incomplete or Branch has reasonable grounds to suspect that the Registered Data or any part thereof is untrue, inaccurate, not current or incomplete, Branch has the right to suspend or terminate the Visitor's registration and refuse any and all current or future use of the App and/ or any of the Services of Branch.
 - 7.3.3. usage by Branch of the Registered Data, in respect of other Services provided by Branch through the App.

8. ACCOUNT

Subject to Clause 5.3, acceptance of the Visitor's application for an Account will be displayed on the App, and the terms of the loan and the interest rate payable in relation to each loan application will be displayed on the App. Notwithstanding anything to the contrary, in addition to the terms set out in the Agreement, the loan amount, processing fees and other terms and conditions as displayed on the App and duly agreed between Branch and the Visitor, shall govern the loan.

9. INTEREST AND FEES

- 9.1. The interest payable by the Visitor to Branch in relation to any loan shall be displayed by Branch on the App. Branch shall be entitled to set and charge a transaction fee, in connection with the Visitor's use of the Services and from time to time amend or vary its transaction fee for the Services. If Branch decides to charge any transaction fee or where already applicable, vary or amend its transaction fees, the transaction fees payable on any new application for the Services will be displayed on the App. Branch will use reasonable endeavours to try and notify the Visitor of any changes in relation to the transaction fee within a reasonable period before such changes are implemented including displaying notices of the changes on the App.

- 9.2. All payments to be made by the Visitor shall be made in full without any set off or counterclaim, and save in so far as required by the law to the contrary, free and clear of and without any deduction or withholding whatsoever. If the Visitor is at any time required to make any deduction or withhold from any payment to Branch, the Visitor shall immediately pay to Branch such additional amounts as will result in Branch receiving the full amount it would have received had no such deduction or withholding been required.
- 9.3. If the Visitor fails to make any payments on the due date to Branch, Branch may charge the Visitor a late fee (as notified from time to time) on such outstanding amount to the Visitor.

10. DEFAULT ON LOAN

- 10.1. An event of default occurs when the Visitor fails to pay any outstanding sum payable for a loan granted under these Terms and Conditions for a period of 90 (ninety) consecutive days unless failure to pay is caused solely by an administrative error or a technical problem.
- 10.2. At any time after an event of default has occurred which is continuing, Branch may, without prejudice to any other right or remedy granted to it under any law:
- (i) terminate this Agreement in accordance with Clause 15 below; or
 - (ii) declare the loan (and all accrued interest and all other amounts outstanding under this Agreement) as immediately due and payable.

11. STATEMENTS

An activity report of all Visitor's transactions in respect of your Account will be available on the App and will be notified by way of push notification, email, or SMS.

12. TAXES

All payments to be made by the Visitor, in connection with the Services, includes all applicable taxes. Branch may withhold applicable taxes in the Visitor's Account under any Applicable Law.

13. CONFIDENTIALITY

Branch and the Visitor hereby agree to keep any data ("**Confidential Information**") confidential and shall not disclose such data without the consent of the other party except pursuant to an order of any court or government authority, in performance of this contract by Branch, or when the parties independently obtain such data from a third party.

14. BREACH

- 14.1. Without prejudice to the other remedies available to Branch under these Terms and Conditions or under Applicable Law, Branch may limit the Visitor's activity, warn other Visitors of the Visitor's actions, immediately temporarily / indefinitely suspend or terminate the Visitor's registration, and/or refuse to provide the Visitor with access to the App if:
- 14.1.1. the Visitor is in breach of these Terms and Conditions and/or the documents it incorporates by reference; or
 - 14.1.2. subject to Clause 13, the parties hereby agree to keep the Confidential Information confidential and shall not disclose the same without the consent of the other party.

- 14.2. If Branch finds that any Visitor's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for such Visitor or other Visitors of the App, Branch may at any time in its sole discretion suspend such Visitor. Once the Visitor has been indefinitely suspended the Visitor may not register or attempt to register with Branch or use the App in any manner whatsoever until such time that the Visitor is reinstated by Branch. Notwithstanding the foregoing, if the Visitor breaches these Terms and Conditions or the documents it incorporates by reference, Branch reserves the right to recover any amounts due and owed by the Visitor to Branch and to take strict legal action as Branch deems necessary.

15. TENURE AND TERMINATION

- 15.1. The tenure of the loan shall be as agreed at the time of each loan application and displayed on the App, which **shall be non-cancellable**.
- 15.2. In case an event of default occurs, Branch has the right to terminate this Agreement, without any prior notice and liability to pay any kind of damages.
- 15.3. The Visitor agrees that in case the Visitor intends to terminate this Agreement before expiry of the agreed tenure, by way of pre-payment or foreclosure of the loan, the Visitor **shall be liable to pay upfront the entire interest for the unexpired period at the time of such premature termination**.
- 15.4. Upon termination of these Terms and Conditions, the Visitor's right to use the App and Services and software shall immediately cease. The Visitor shall have no right and Branch shall have no obligation thereafter to execute any of the Visitor's uncompleted tasks or forward any unread or unsent messages to the Visitor or any third party. Once the Visitor's registration or the Services are terminated, cancelled or suspended, any data that the Visitor has stored on the App may not be retrieved later.

16. RELATIONSHIP

None of the provisions of these Terms and Conditions or any other section or pages of the App and/or the Allied Sites, shall be deemed to constitute a partnership between the Visitor and Branch and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way; *provided*, however, that if by using the App, the Visitor authorizes Branch and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the Visitor shall be deemed to have appointed Branch and its agents as his agent for this purpose.

17. INDEMNIFICATION

- 17.1. The Visitor agrees to indemnify, defend and hold harmless Branch, its affiliates, group companies and their directors, officers, employees, agents, third party service providers, and any other third party providing any service to Branch in relation to the Services whether directly or indirectly, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Branch that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any terms of these Terms and Conditions including any representation, warranty, covenant or agreement made or obligation to be performed by the Visitor pursuant to these Terms and Conditions.

18. LIMITATION OF LIABILITY AND INJUNCTIVE RELIEF

- 18.1. The Visitor agrees that in no event will Branch or any of its affiliates or group companies or any of their respective officers, employees, directors, shareholders, agents, or licensors be liable to the Visitor or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from the Visitor's use (or the use of anyone using an account registered to the Visitor) of the App or any parts thereof.
- 18.2. Notwithstanding anything to the contrary herein, the Visitor hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any Branch or any of its affiliate or group company related project, or the use, publication or dissemination of any advertising in connection with such project.

19. FORCE MAJEURE

Branch shall not be liable if the performance of any of its obligations under the Terms and Conditions is prevented, hindered or delayed by a Force Majeure Event (defined below), and, in such case, Branch's obligations shall be suspended until the Force Majeure Event ends.

For this purpose, "Force Majeure Event" means any event due to any cause beyond the reasonable control of any party, including unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war, acts of government.

20. SEVERABILITY

If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms and Conditions shall continue to be in full force and effect.

21. NOTICES

- 21.1. All notices and communications from the Visitor to Branch in relation to the App and/or any of the Services (including the termination of any of the Services etc.) shall be in writing. The Visitor shall be deemed to have been given a notice if sent by an email, SMS or posted within the App.
- 21.2. Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case maybe, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.

22. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between Branch and the Visitor and supersedes and extinguishes all previous agreements, promises, assurances, representations, warranties and undertakings, whether written or oral.

23. COMMUNICATION BETWEEN US

- 23.1. If the Visitor wishes to contact us in writing, or if any condition in these Terms and Conditions requires the Visitor to give us notice, the Visitor can send this to us by e-mail at india@branch.co or to such e-mail address that may be communicated to the Visitor from time to time. We will confirm receipt of this by contacting the Visitor in writing by email.
- 23.2. If Branch has to contact the Visitor or give him notice in writing, Branch will do so by in-App chat, e-mail, or SMS to the mobile phone number or email address the Visitor provides to Branch through the App.

24. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed in accordance with the laws of India and any disputes arising out of or in connection with these Terms and Conditions shall be subject to exclusive jurisdiction of the courts in Mumbai.

25. VERNACULAR DECLARATION

The Visitor hereby confirms and records that the contents of these Terms and Conditions have been read out and explained to the satisfaction of the Visitor. The Visitor agrees to abide by the same at all times.