

TERMS OF USE

1. INTRODUCTION

Please read these Terms of Use ("Terms") carefully before using <https://www.loans24.co.in/> or any other associated websites, mobile sites, or mobile applications (collectively referred to as "**CARS24 Website/Websites/Services**") operated by **CARS24 Financial Services Private Limited**, a company incorporated under the **Companies Act, 2013**, with its registered office at **10th Floor, Tower B, Unitech Cyber Park, Sector-39, Gurgaon, Haryana 122001, India** ("**CARS24**" or "**Company**"). By accessing or using any CARS24 Services, whether as a guest or registered user ("**You**," "**Your**," "**Yourself**," or "**User**"), You agree to be bound by these Terms ("**Agreement**").

2. USAGE OF WEBSITE/SERVICES

- 2.1. No information provided on this site shall be considered a substitute for your independent investigation. These Terms constitute an electronic record under the Information Technology Act, 2000 ("**IT Act**") and the rules made thereunder. These Terms do not require any digital or electronic signature.
- 2.2. Users must not modify any printed or digital materials from CARS24 Services, nor use graphics separately from the accompanying text.
- 2.3. By accessing CARS24 Services, you confirm acceptance of these Terms. If you do not agree, you must discontinue use immediately.
- 2.4. Users must maintain the confidentiality of their user ID and password. Unauthorized account access must be reported immediately. Users shall not create multiple accounts or use their account for any unlawful, illegal, or prohibited purposes.
- 2.5. Users must be Indian citizens, at least 21 years old, and legally eligible to avail of services. Users should have valid identity proof and residential address proof as described by Reserve Bank of India and as may be prescribed by us for Know Your Customer requirements. Users must not impersonate others or misrepresent identity or entity or falsely state or otherwise misrepresent age, identity or affiliation with any person or entity.
- 2.6. Users must have a valid email address and valid mobile number where they want to receive OTP and other communications from CARS24. Users must have an updated UIDAI (Aadhaar) number and other valid address proof of address with their name on it (i. e. either of Passport, Voter ID card, Driving License, 2 months' Gas/ Electricity/ Mobile/ Water bills, Bank statement,



UIDAI Card/ Letter) in case residential address is not the same as mentioned in UIDAI (Aadhaar). Users have a bank account in India (bank name, IFSC, branch and account number) having enabled internet banking facility for the purpose of transfer/ receipt of funds. You have read and understood the Terms & Conditions, Privacy Policy Use as well as Terms and Conditions for obtaining Loan from CARS24. While creating the User Account you will be asked to provide certain information which may include your personal details (like name, address, date of birth, father's name, mother's name, your photograph etc.), contact details (like your residential address, email address, telephone/ mobile number etc.), business, credit and financial information, log information like your search queries, IP address, crashes, date and time, actual location, browser web storage, application data caches, Cookies and similar technologies (collectively and individually referred as, "Customer Data"). We request you to provide complete and accurate information to bolster your credibility. You confirm and warrant that the details submitted are true and correct and we can rely on it for providing the Loan and/or services sought by you through the App.

2.7. The Company neither warrants nor represents that your use of materials on this site will not infringe rights of third parties not affiliated with the Company. Unauthorised use of this website, any information contained therein and unauthorised entry into the Company's systems is strictly prohibited. Further, you may not use contact information provided on the site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the site or to surreptitiously intercept any system, data or personal information from the site. You agree not to interrupt or attempt to interrupt the operation of the site in any way. The Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which The Company may be entitled at law or in equity.

2.8. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App.

2.9. The information contained on this website does not constitute a recommendation, solicitation or offer by the Company or its affiliates to buy or sell any financial instruments or provide any investment advice or services. Prior to undertaking any transaction involving information you receive from this website, you should consult your business advisor, lawyer, tax and accounting advisors with respect to the price, suitability, value, risk

or other aspects of any stock, mutual fund, security or other investment.

2.10. CARS24 may assign or transfer its rights and obligations under these Terms to any third party without your prior consent. You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of CARS24.

3. AUTHORIZATION

3.1. Company may as a result of your interaction with the Services hold and process personal information obtained about you. When you access the Services and provide information the same will be deemed as your authorisation to Company (i) to use it for making lending decisions or decision to provide any Services (ii) to other service providers for offer various products and services which you may need (iii) for fraud prevention and debt collection (iv) to understand your financial needs (v) servicing Company relationship with you and to conduct Company's business and to provide you with better customer services and products.

3.2. You grant Company authority to pass such information to other agents as permitted by law so that they may do the same and they may pass information held by them about you to Company so that Company may do the same.

4. USER CONSENT

By using this App/mSite, you hereby agree and give consent for the following: Collection and use of the User's information which is disclosed to CARS24, For storing and processing User's information including the personal information. For sharing User's information with CARS24, its holding company, its subsidiary companies, its group companies, its affiliates or any third parties etc. However, CARS24 shall not be responsible for any breach of security or for any actions of any third parties that receive your personal information. For disclosing User's information, without prior notice, if CARS24 is under a duty to do so in order to comply with any legal obligation or an order from the government and/or Reserve Bank of India and/or any other statutory authority. CARS24, its group companies or any third parties as authorized by CARS24 may make all/any credit investigations as CARS24 deems appropriate to evaluate and satisfy itself about any information provided by the User or available with CARS24. Using your Information such as name, email address, phone number, any other contact details, government or other identity documents, date of birth, gender, employment, educational background etc. For reading the SMS logs and other digital content to collect information about payment

transactions, the names of the transacting parties, a description of the transactions and the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions. For collecting the information about the location of your device. Collecting specific information about your device when you access our Services, including your storage, hardware model, operating system and version, unique device identifier, mobile network information, and information about the device's interaction with our services. Collecting information about how you use our Services, including your access time and Internet Protocol ("**IP**") address. For collecting information about you from third parties, including third-party verification services, credit bureaus and publicly available sources. In some circumstances, where lawful, this information may include your government issued identification number. This includes, without limitation, the receipt and exchange of account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment and personal reporting agencies. For using information for developing credit risk models and for performing risk assessment; for detecting and preventing fraud; for developing and testing new products and features; verifying information that I have provided; diagnosing or fixing technology problems; conducting statistical and market analysis; satisfying any other legitimate business purposes, including handling any complaints and retaining information as necessary to meet our obligations under applicable laws and regulations; to get in touch with me when necessary and contact you by email, SMS, letter, telephone or in any other way about products and services; for finding adequate references for your loan application; for giving customized offers as per your location; for carrying out, monitoring and analyzing business, carrying out market research, business, and statistical analysis and also direct our efforts for product improvement; for maintaining records under applicable law; delivering the information and support I request, including technical notices, security alerts, and support and administrative messages; for enforcing the terms of your General Terms or other applicable agreements or policies; for verifying my identity (e.g., some of the government-issued identification numbers we collect are used for this purpose); for investigating, detecting, and preventing fraud, security breaches, and other potentially prohibited or illegal activities; for complying with any applicable law, regulation, legal process, or governmental request. The user hereby authorizes CARS24 of obtaining Aadhaar Number, Name, Photograph, and biometrics for authentication with Unique Identification Authority of India.

For more information on how we collect, use, and protect your personal data, please refer to our Privacy Policy available at [LOANS24](#).

5. COVENANTS

5.1. You are solely responsible for any content, data, or information you upload, share, or transmit through the CARS24 Websites or Services. CARS24 reserves the right to remove or moderate any content that violates these Terms or is deemed inappropriate at its sole discretion.

5.2. You retain ownership of any content you upload, share, or transmit through the CARS24 Websites or Services. However, by submitting such content, you grant CARS24 a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and distribute the content for the purpose of providing and improving the Services.

5.3. You agree, undertake and confirm that by using the Website you agree that you shall not host, display, upload, modify, publish, transmit, update or share any information that —

5.3.1. belongs to another person and to which the user does not have any right to;

5.3.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

5.3.3. harm minors in any way;

5.3.4. infringes any patent, trademark, copyright or other proprietary rights;

5.3.5. violates any law for the time being in force;

5.3.6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

5.3.7. impersonates another person;

5.3.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- 5.3.9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
- 5.3.10. threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder; and
- 5.3.11. threatens critical information infrastructure.

5.4. Company is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website.

5.5. You agree to indemnify, defend and hold harmless the Company, its affiliates and its directors, employees, agents, licensors, service providers and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the site/ mobile application and any violation of these Terms of Use. If you cause a technical disruption of the site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

6. LIABILITY DISCLAIMER

The information, Services included in or available through the CARS24 Websites/ mobile application may include inaccuracies or typographical errors. Changes are periodically added to the information herein. CARS24 may make improvements and/ or changes in the CARS24 Websites at any time. CARS24 makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the CARS24 Websites for any purpose. All such information, software, products, services and related graphics are provided **"as**



is" without warranty of any kind.

CARS24 hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall CARS24 be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the CARS24 Websites, with the delay or inability to use the CARS24 Websites or related Services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the CARS24 Websites, or otherwise arising out of the use of the CARS24 Websites, whether based on contract, tort, negligence, strict liability or otherwise, even if CARS24 or any of its suppliers has been advised of the possibility of damages. If You are dissatisfied with any portion of the CARS24 Websites, or with any of these Terms, Your sole and exclusive remedy is to discontinue using the CARS24 Websites.

CARS24 may provide links to third-party websites or services for your convenience. However, CARS24 does not endorse or assume any responsibility for the content, privacy policies, or practices of such third-party services. Your use of third-party services is at your own risk. CARS24 shall not be liable for any damages, losses, or claims arising from your use of or reliance on any third-party websites, services, or content.

CARS24 shall not be liable for any failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, or internet outages. You agree that CARS24 shall not be held responsible for any delays, failures, or damages resulting from events beyond its reasonable control, and you waive any claims against CARS24 arising from such events.

7. TERMINATION/ACCESS RESTRICTION

CARS24 reserves the right, in its sole discretion, to terminate Your access to any or all CARS24 Websites/ mobile application and the related Services or any portion thereof at any time, without any prior notice.

You may terminate your account with CARS24 at any time by contacting our customer support team. Upon termination, you will no longer have access to the Services, and any outstanding obligations (e.g., loan repayments) will remain in effect. You must settle any outstanding dues, fees, or obligations before terminating your account. Failure to do so may result in legal action or



reporting to credit bureaus.

8. MODIFICATION OF THESE TERMS OF USE

CARS24 reserves the right to change the terms, conditions, and notices under which CARS24 Websites are offered, including but not limited to the charges associated with the use of the CARS24 Websites. You are responsible for regularly reviewing these terms and conditions.

By continuing to use the CARS24 Websites or Services after any modifications to these Terms, you agree to be bound by the updated Terms. If you do not agree to the modified Terms, you must discontinue using the Services.

9. DETAILS OF GRIEVANCE OFFICER (GRO)

For any grievances or complaints, you may contact our Grievance Officer at the following details:

Name of the Grievance Redressal Officer: Mrs. Surbhi Mall

Address: 6th Floor, SAS Tower-C, Ch. Baktawar Singh Road, Medicity Sector 38, Shivaji Nagar, Gurgaon – 122001, Haryana

Tel: +91-7428279331

Email Id: nbfc.grievances@cars24.com

10. DISPUTE RESOLUTION

You may write to CARS24 for any issues arising out of the usage of CARS24 Websites on customer care and CARS24 shall make all efforts to support You to resolve the same. However, CARS24 does not own any responsibility for any such issues. Any disputes arising out of or in connection with these Terms shall be resolved through arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by CARS24, whose decision shall be final and binding. The venue of arbitration shall be New Delhi and language shall be English. By using the CARS24 Websites/mobile application You provide consent for this clause as well. The arbitration process shall be confidential, and neither party shall disclose any information related to the arbitration proceedings, except as required by law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of India, regardless of your location or the jurisdiction from which you access the CARS24 Websites or Services. By using the CARS24 Websites/mobile application, You hereby consent to the exclusive jurisdiction and venue of courts in New Delhi, India,



irrespective of Your point of access to the CARS24 Websites/mobile application. Use of CARS24 Websites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation to this paragraph.

12. USER LICENSE

If you access the App via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

13. INTELLECTUAL PROPERTY RIGHTS

These Terms only govern your use of the Services and you are not granted a license to any software or any other intellectual property used for the provision of the Services. It is clarified that all intellectual property and other rights in any information or material accessible at or available from the Services, including any text, graphics, data and screen layouts and software relating to the Services belong to us (or to the third party which owns the rights to such content). We are also not bound by any agreement with any of our users for ensuring security of their intellectual property appearing on the App. You hereby agree and undertake to be solely responsible in the event of any claim/s or dispute/s that may arise in this regard. You do not have the right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You shall not copy and use the software, text, images, graphics, video and audio used on this Site ("Content"). You do



not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the services. You will not copy or transmit any of the services. We neither represent nor warrant that your use of materials displayed at the Site will not infringe rights of third parties.

14. COOKIES

CARS24 uses cookies and similar tracking technologies to enhance your experience on our Websites and Services. These technologies help us understand user behavior, improve functionality, and deliver personalized content. By using our Services, you consent to the use of cookies and tracking technologies as described in our Privacy Policy. You may manage or disable cookies through your browser settings, but doing so may affect the functionality of the CARS24 Websites or Services.

15. SEVERABILITY

If any provision of these Terms and Conditions 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 Terms and Conditions 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. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of these Terms.

16. PROHIBITED CONDUCT

By using our App, you agree that you shall not (a) use our App for spamming or any other illegal purposes; (b) infringe ours or any third party's intellectual property rights, rights of publicity or privacy; (c) post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person; (d) post or transmit any message, data, image or program which violates any law; (e) refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to us; (f) remove, circumvent, disable, damage or otherwise interfere with security related features of our App or features that enforce limitations on the use of App; (g) upload any content that constitutes negligent advice or contains any negligent statement, an incitement to commit a crime or contains instructions for the commission of a crime or the promotion of criminal activity; or any content which is in contempt of any court, or in breach of any court order; or discriminates on the basis of age, sex, religion, race, gender; harassing, invasive of another's privacy, blasphemous; in breach of any contractual obligations or depicts violence or is pornographic, paedophilic,

obscene, suggestive or sexually explicit; or consists of or contains any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; or constitutes spam; or is, deceptive, fraudulent, threatening, abusive, hateful, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or causes annoyance, inconvenience or needless anxiety to any person, or otherwise unlawful in any manner whatever; (h) upload any content that threatens the unity, integrity, defense, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any nation; (i) reverse engineer, decompile, disassemble or otherwise attempt to discover our source code for the Site or any part thereof or infringe any patent, trademark, copyright or other proprietary rights; (j) use our App in any manner that could damage, disable, overburden, or impair, including, without limitation, using Site in an automated manner; (k) modify, adapt, translate or create derivative works based upon Site or any part thereof; (l) intentionally interfere with or damage operation of Site or any other user's use of App, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features; (m) use any robot, spider, other automatic device, or manual process to monitor or copy Site without our prior written permission; (n) interfere or disrupt Site or networks connected therewith; (o) take any action that imposes an unreasonably or disproportionately large load on App; (p) use any device, software or routine to bypass Site robot exclusion headers, or interfere or attempt to interfere, with the App; (q) forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the App or to manipulate your presence on App; (r) use the facilities and capabilities of App to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others; (s) breach these Terms or any other policies which we have; (t) provide false, inaccurate or misleading information to App; and (u) use App to collect or obtain personal information, including without limitation, personal information about other users of our App. If you violate any of these Terms, CARS24 reserves the right to take appropriate action, including but not limited to suspending or terminating your account, restricting access to the Services, or pursuing legal remedies. CARS24 may also report any illegal activity to the relevant authorities. You agree to be financially responsible for any damages, losses, or costs incurred by CARS24 as a result of your violation of these Terms.

17. AUTHORIZATION FOR COMMUNICATION

I/We hereby acknowledge and authorize CARS24 Financial Services Private Limited ("CARS24") or its business partners to contact us at all addresses/emails/phone numbers mentioned in the application form/documents/IT applications/emails in respect of availing financing/loan

facilities.

I/We confirm that we have carefully read and fully understood all the terms of use of availing financing that are listed on CARS24 Website i.e. www.Loans24.com or on its IT Applications ("App") and or applicable to any financing availed through the CARS24 Applications /Systems/Platforms.

I/We accept the terms & conditions and agree that these terms and conditions may be amended or modified at any time and I/we will be bound by the amended terms & conditions that are in force.

I/We understand that sanction of the finance is at the sole discretion of the CARS24 and is subject to my/our execution of necessary documents, providing any security(ies) and other closing formalities to the satisfaction of the CARS24. I/We agree that CARS24 at its sole discretion may reject my application without providing any reasons and that I/We reserve no right to appeal against this decision.

18. I/We agree that in the event of a default on any loan availed through CARS24, CARS24 may take appropriate actions, including but not limited to reporting the default to credit bureaus, imposing penalties, and pursuing legal remedies to recover the outstanding amount. You agree to be responsible for any legal, collection, or enforcement costs incurred by CARS24 in recovering the outstanding amount.
19. I/We declare, warrant and represent that all questions, comments, suggestions, ideas, feedback, or other information regarding the App ("Submissions") filled in application form(s), CARS24 Applications / Systems and documents given by me/us to are true, correct and accurate and I/we have not withheld/ suppressed any material information. I/We undertake to furnish any additional information/ documents that may be required by CARS24 from time to time. CARS24 reserves the right to retain the Submissions with the applications & may not return the same to the applicant.
20. I/We confirm that I/We are not associated with any political parties, terrorist organizations and I/We shall not pass loan facility proceeds or benefits associated thereof to such parties or organizations. For example: vehicles financed by CARS24 or its business partners shall not be used in any terrorist or smuggling or money laundering or illegal activity.
21. I/We confirm that there are no insolvency proceedings against me/us nor have I/we ever been adjudicated insolvent. I/We also undertake to inform CARS24 of changes in my/our occupation/employment and to provide any further information that the company may require.

22. I/We agree that finance provided to me/us shall not be used for any speculative or illegal or anti- social or political purpose.
23. As a pre-condition, relating to grant of the finance facilities by CARS24 or its business partners to me/us, I/We agree and give consent for the disclosure by CARS24 or its business partners of:
 - a. information and data relating to me/us and our directors and companies;
 - b. the information or data relating to any finance facility availed of/to be availed, by me/us; and
 - c. default, if any, committed by me/us, in discharge of any our obligations, to all or any third parties as may be deemed necessary at the sole discretion of CARS24.
24. CARS24 may, as it reasonably deems appropriate and necessary, disclose and furnish information as set forth above to:
 - a. Credit Information Companies namely, Credit Information Bureau (India) Limited, Equifax Credit Information Services Private Limited, Experian Credit Information Company India Private Limited and CRIF High Mark Credit Information Services Private Limited;
 - b. Information Utility i.e. National E-Governance Services Limited and Account Aggregators;
 - c. CKYCR,CERSAI; and/or
 - d. any other agency authorized on this behalf by the RBI, SEBI, UIDAI or any other office of the Government Authorities.

I/We hereby further agree that CARS24 shall be entitled to exchange information regarding our accounts with other financial institutions or banks, as and when required in accordance with Applicable Law and regulations.
25. CARS24 may contact via telephone, SMS or other electronic messaging or by email with information about your Book Service or any feedback thereon. Any calls that may be made by CARS24, by itself or through a third party, to the Customers pertaining to any booking requests of a Customer may be recorded for internal training and quality purposes by CARS24 or any third party appointed by CARS24.
26. Without prejudice to our rights under this Policy, if you breach these terms &

conditions and in any way, or if we suspect that you have breached these terms & conditions in any way, we may (i) send you one or more formal warnings; (ii) temporarily suspend your access to App; (iii) permanently prohibit you from accessing the App; (iv) contact any or all of your internet service providers and request that they block your access to App; (v) commence legal action against you, whether for breach of contract or recovery of amounts due or damages or otherwise; and/or (vi) suspend or delete your account on App.

27. I/We undertake and acknowledge that:

- e. For the purpose of assessing my/our credit worthiness, CARS24 or its business partners is authorized to pull from IU, CERSAI, CKYCR, Account Aggregators, Credit Information Companies and/or any other agency authorized by RBI, SEBI, UIDAI or any other office of the Government Authorities, data of the applicant(s), directors, companies, and any other individuals who are involved in the said business, on behalf of which this finance application is made;
- f. Credit Information Companies and any other agency so authorized or permitted by RBI (Like CKYCR, IU, Account Aggregators, etc.) may use, process the said information and data disclosed by CARS24 in the manner as deemed fit by them;
- g. Credit Information Companies and any other agency or permitted by RBI so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the SEBI, UIDAI or any other office of the Government Authorities in this behalf;
- h. I/We hereby provide my consent and authorize CARS24 and/or its affiliated partners to download my 'Know Your Customer' records/information from the Central KYC Registry. I am/We are aware that my/our KYC records/information would be downloaded from the Central KYC Registry, solely for performing customer due diligence on me/us in order to process my/ our loan application. I/We further declare that the data/ information on the Central KYC Registry is updated and has not been subjected to any change, as on the date of making the loan application.
- i. For the purpose of assessing our credit worthiness, CARS24 is authorized to fetch Goods and Service Tax returns/data, of the applicant(s), companies, on behalf of which this loan application is made.
- j. I/We hereby authorize the Company and its representatives, business

partners and their representatives to contact me/us through phone call, SMS, WhatsApp and/or any other mode (this shall override any registration by myself/us under DNC/NDNC) and also to make any inquiries regarding my/our aforementioned application as they may consider necessary at their sole discretion.

- k. I/We, do hereby confirm that my/our annual household income, that is to say, the annual income of my/our family unit, (i.e., husband/ wife, and unmarried children, is more than Rs. 3,00,000/- (Rupees Three Lakhs Only) and therefore, my/our borrowing under the present facility does not qualify to be treated as a Microfinance Loan under the Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022. I/We further represent that the aforesaid information and details provided by me/us are true, correct and that I/We have not concealed any information therefrom.
 - l. Visiting the App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the App, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
28. We provide an interface through our Services to enable you to raise requests for loans for yourself ("**Loan Request**"). If you wish to place a Loan Request through our Services, you may be asked to supply certain information relevant to these Loan Requests including, without limitation, personal and demographic information, financial information, digital interactions and other documents. Such information collected for the Loan Requests will be treated as per the Terms herein. You acknowledge that sanction of your Loan Request is at the sole discretion of CARS24 and CARS24 is not responsible for the same in any manner. You agree that CARS24 will not be liable for any decision made by CARS24 on your Loan Request. You further agree that you shall abide by all the terms and conditions of Loan Agreement and other documents which are executed between you and CARS24.