



## TERMS AND CONDITIONS

The User's rights and obligations are governed by these Terms and Conditions (the "T&Cs") when using the 'Nexdha Pay' from the appropriate Partner Merchant (PLO) or the Credit Line Option (CLO) from the appropriate Partner Financial Institution (collectively these two options shall be referred to as "NP"). The terms and conditions (T&Cs) shall apply to: (a) each NP Transaction the User enters into with a Partner Merchant where the User has exercised the Nexdha Pay Option (PLO); and (b) each NP Transaction the User enters into with a Partner Merchant where the User has a Credit Line Option (CLO) made available by a Partner Financial Institution.

Paxdha Fintech Private Limited ("Nexdha") and its affiliates offer a variety of services to partner merchants and partner financial institutions, such as (a) collecting money from users who have used the Pay Later option (PLO) on behalf of the partner merchant, and (b) allowing users to use credit facilities provided by the partner financial institution to make payments in the case of credit line transactions (CLO). As a result, in order to process any NP transaction, the User must accept and confirm the T&Cs.

The User's rights and obligations with respect to Nexdha, the relevant Partner Merchant, or the relevant Partner Financial Institution, as applicable, are defined and governed by the T&Cs and any other terms and conditions, policies, and guidelines issued by Nexdha from time to time in connection with NP Transactions. The User is bound by these documents.

The User is responsible for keeping themselves informed of the most recent T&Cs that apply to NP Transactions.

### 1 DEFINITION

**1.1** The definition of "Additional Amount" is found in **Clause 6.10**.

**1.2** Any constitution, statute, law, equity, regulation, ordinance, rule, judgement, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction is considered "Applicable Law," as is any interpretation or administration of any of the foregoing by any Governmental Authority, each of which may have undergone changes from time to time.

**1.3** The definition of "authentication process" is found in Clause 5.0.

**1.4** The definition of "NP Monetary Limit" is found in Clause 6.1.

**1.5** "PLO," also known as "Pay Later," refers to the interest-free option of "buy now pay later" in the form of trade credits offered to the User by the applicable Partner Merchant for the purchase of goods and/or services, whereby the User can choose to purchase goods and/or services from the Partner Merchant and pay for such goods and/or services on a deferred basis, as made available by the Partner Merchant..

**1.6** The definition of "NP Statement" is found in Clause 6.5.

**1.7** The definition of "NP Statement Amount" is found in Clause 6.5.

**1.8** The User's purchase of goods or services through the NP Option on a partner merchant website is referred to as a "NP Transaction."

**1.9** The definition of "NP Transaction Amount" is found in Clause 6.1.

**1.10** The definition of "Credit Line Monetary Limit" is found in clause 6.2.

**1.11** "Credit Line Option" (CLO) refers to the choice to pay for goods and/or services with a credit line provided to the user by a partner financial institution, which partner financial institution's decision is final. The user may choose to buy goods and/or services from the partner merchant and pay for such goods and/or services using the credit line made available to such user by a partner financial institution.

**1.12** The User's purchase of goods or services through the Credit Line Option on a partner merchant website is referred to as a "Credit Line Transaction."

**1.13** The definition of "Credit Line Transaction Amount" is found in clause 6.2.

**1.14** The definition of "Disputes Notice" is found in Clause 12.1.

**1.15** The definition of "Due Date" is found in clause 6.5.

**1.16** "E-mandate" refers to a user's authorization to automatically debit their bank account through net banking, UPI, or cards after properly registering with their bank.

**1.17** The day the User accepts the T&Cs is referred to as the "Effective Date."

**1.18** "Electronic Communication" is defined as described in Clause 15.10.3.

**1.19** The definition of "Final Reminder" is found in Clause 6.11.

**1.20** The definition of "First Reminder" is found in clause 6.11.

**1.21** Any and all of Nexdha Pay's assets, including software, trademarks, brand names, service marks, trade names, designs, logos, know-how, and trade secrets, whether or not they are registered, are referred to as "Intellectual Property."

**1.22** "KYC" means Know Your Customer.

**1.23** "Nexdha" means Paxdha Fintech Private Limited, a private limited company incorporated under the provisions of the Companies Act, 2013, having CIN U72900TN2020PTC134590, with registered office in Chennai, India, and which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

**1.24** The capability that allows Users to access the Pay Later Option and Credit Line Option on the Partner Merchant Website is referred to as "Nexdha Pay Functionality."



**1.25** Any digital platform, including the Nexdha Pay platform, controlled by "Nexdha" or any other party and used by the User to access the Pay Later Option or the Credit Line Option is referred to as the "Nexdha Pay Platform."

**1.26** "Nexdha Pay Website" shall mean the website with url: [www.machpay.nexdha.com](http://www.machpay.nexdha.com). Nexdha Pay Website shall also include the "Nexdha Pay" mobile application as may be available on ios, android or any other mobile operating system;

**1.27** "OTP" has the meaning given to the term under Clause 5.1.

**1.28** In order to give a User the Pay Later Option or the Credit Line Option, as the case may be, Nexdha Pay or its affiliates may provide certain settlement services, including technology-enabled settlement services, to a Partner Merchant.

**1.29** A bank or other financial institution that has granted Nexdha Pay permission to offer Credit Line Option to Users on its behalf so that Users may make payments using or drawing down a credit line from the Bank is referred to as a "Partner Financial Institution."

**1.30** The definition of "Personal Information" is found in Clause 7.2.

**1.31** "Partner Merchant Website" means websites, mobile application or outlets of Partner Merchants, as specified by Nexdha Pay, wherein the User may use the Pay Later Option provided by such Partner Merchant or Credit Line Option provided by a Partner Financial Institution.

**1.32** "Privacy Policy" shall mean "Nexdha Pay" privacy policy and as may be updated by "Nexdha Pay" from time to time.

**1.33** The definition of "Refund Amount" is found in Clause 8.2.

**1.34** "Registered Phone Number" shall mean the phone number of the User through which User is registered for availing Pay Later Option or the Credit Line Option by Nexdha Pay through OTP.

**1.35** "Transaction(s)" shall mean Pay Later Transaction(s) and/ or Credit Line Transaction(s).

**1.36** The term "T&Cs" refers to these terms and conditions as well as all other applicable rules, policies, and procedures of Nexdha Pay that are listed on the Nexdha Pay website or incorporated herein by reference, as they may be updated from time to time. These terms and conditions shall apply to the User when they access and use the Nexdha Pay Platform and/or take advantage of the Pay Later Option from the appropriate Partner Merchant and/or the Credit Line Option.

**1.37** In order to use the Pay Later Option from a Partner Merchant and/or the Credit Line Option from a Partner Financial Institution, a person must accept these T&Cs. This person is referred to as the "User."

**1.38** The definition of "User Account" is found in clause 4.1.

## 2 ACCEPTANCES OF T&Cs

**2.1** The acceptance of the T&Cs, as they may be revised from time to time, is a requirement for the User to use the Pay Later Option at the Merchant's website and/or the Credit Line Option. The User fully and irreversibly agrees to be bound by and comply with the T&Cs at all times by accepting the T&Cs. In order to take advantage of the Pay Later Option and/or the Credit Line Option, the User must additionally access and utilise the Nexdha Pay Platform in accordance with the T&Cs and any additional terms and conditions that may be relevant. Unless otherwise specifically stated, any representations, warranties, covenants, agreements, undertakings, and acknowledgements of the User contained in the T&Cs are made unconditionally and irrevocably.

**2.2** Without giving the User prior notice, Nexdha Pay reserves the exclusive right to periodically change, modify, add, or remove the T&Cs. The updated T&Cs will be displayed on the Nexdha Pay website. To stay informed of any such change, modification, or amendment, the User shall be responsible for routinely monitoring the T&Cs on the Nexdha Pay Website. Unless otherwise specified, any updates, adjustments, and additions shall take effect immediately upon posting on the Nexdha Pay Website. By continuing to utilise the Pay Later Option and/or Credit Line Option, the User is deemed to have accepted the applicable T&Cs, as they may be updated from time to time. Without providing a justification, Nexdha Pay reserves the right to refuse any requests from Users about any such adjustment. The User shall have the right to immediately stop using the Pay Later Option and/or the Credit Line Option upon payment of any unpaid amounts due if at any time the User does not agree with the T&Cs.

## 3 USER ELIGIBILITY

**3.1** The Pay Later Option and/or the Credit Line Option are only available to a User who is:

**3.1.1** competent to enter into legally binding contracts under the Indian Contract Act, 1872;

**3.1.2** is a parent/guardian who holds Indian citizenship and students of reputed Indian school and college;

**3.1.3** An Indian national who is tax resident in India; and

**3.1.4** Meets criteria as prescribed under the internal policies and requirements of Nexdha Pay from time to time.

**3.2** By using the Credit Line Option from a Partner Financial Institution or the Pay Later Option from a Partner Merchant, the User guarantees to Nexdha Pay that the student of reputed Indian school and college and meet the requirements outlined in Clause 3.1 above.

**3.3** The User must be a registered User of the Partner Financial Institution and must have been given a credit line by such Partner Financial Institution in order to use the Credit Line Option. The Partner Financial Institution shall have sole discretion to grant the Credit Line Option.

## 4 REGISTRATIONS

**4.1** The User is aware that in order to use the Pay Later Option and/or the Credit Line Option and to accept the T&Cs at the Partner Merchant Website, the User must first register with Nexdha Pay as a User on the Nexdha Pay Platform. This registration results in the creation of the User's account (or "User Account") on the Nexdha Pay Platform in the manner specified in the Authentication Process (Clause 5). User may also be eligible for other products offered by Nexdha Pay through the Nexdha Pay Platform in addition to the Pay Later Option and/or the Credit Line Option, provided User meets the applicable requirements and provides any extra documentation or information that may be needed.

**4.2** In addition to the T&Cs, the User must also abide by any additional terms and conditions pertaining to the creation and usage of User Accounts that may be provided on the Nexdha Pay Platform or Nexdha Pay Website.

**4.3** When registering with Nexdha Pay, the User acknowledges and agrees that Nexdha Pay will analyse the User's eligibility for the Pay Later Option and/or the Credit Line Option and will share the User's personal information, including the User's phone number, with the Partner Merchant. The Registered Phone Number, which will also be used for any correspondence between User and Nexdha Pay, will be used to register the User.

**4.4** A prompt to accept the Partner Merchant's specific T&Cs will appear each time a User uses the Pay Later Option and/or the Credit Line Option on a new Partner Merchant Website (s). Acceptance of new T&Cs will not result in the creation of a new Nexdha Pay user account. However, the T&Cs for each Partner Merchant shall be deemed to have been approved by the User.

**4.5** To use additional Nexdha Pay products, the User may already be a registered User on the Nexdha Pay Platform. The User is aware that the terms and conditions of the specific product(s) he or she is using the Nexdha Pay Platform to access will still apply.

## 5 AUTHENTICATION PROCESS

**5.1** The User shall be required to (i) select the " Nexdha Pay " Functionality, (ii) accept the T&Cs provided for availing the Pay Later Option and/or the Credit Line Option, and (iii) complete the prescribed process for registration (if applicable) and authentication through one of the methods of authorization prescribed in order to register for availing Pay Later Option and/or Credit Line Option and make a Pay Later Transaction and/or a Credit Line Transaction on the Partner Merchant Website. The user may be required to authenticate using a One Time Password (OTP). The OTP might be received via email, sms or as a notification on the Nexdha Pay Platform.

**5.2** The Credit Line Option may be given to User if User has registered with Partner Financial Institution as a user in order to use the credit products that Partner Financial Institution offers, in Partner Financial Institution's sole discretion. For the Credit Line Option, the Partner Financial Institution will use Nexdha Pay to authenticate the User and approve the Credit Line Transaction.



The Partner Financial Institution will receive the information from Nexdha Pay that is required for the Credit Line Transaction to be completed.

**5.3** The user can make additional transactions using the Pay Later Option and/or Credit Line Option even without an OTP on the Partner Merchant Website once they have registered and been authenticated through the Nexdha Pay Functionality on the Partner Merchant Website.

**5.4** The User will receive information from Nexdha Pay on the Authentication Process, verification, and linkage to bank account. The User hereby agrees to receive such communications, along with any other communications, notices, and information, electronically from Nexdha Pay and/or Partner Financial Institution, whether made available on the Nexdha Pay Platform or transmitted by SMS, email, or through other electronic methods. By signing this agreement, the User understands and agrees that it is solely responsible for immediately alerting Nexdha Pay of any changes to the cell phone number and other information on file.

**5.5** The User hereby promises and acknowledges that (i) any pin, OTP, password, or other unique number issued by Nexdha Pay in connection with the Authentication Process shall be used only by the User and shall not be disclosed to any third party, and (ii) it shall take all reasonable measures, including deleting or destroying all records of the Authentication Process, to ensure that any unauthorised disclosure of the same is prevented.

**5.6** The User certifies that any unauthorised use of the User's authentication process or any other security breach will be reported right away to Nexdha Pay. Additionally, the User acknowledges and agrees that the User shall be solely responsible for any losses, disputes, costs, expenses, fees, charges incurred by the User, Nexdha Pay, the Partner Financial Institution, or the Partner Merchant, as well as for any fraudulent Transactions carried out on a Partner Merchant Website, as a result of or resulting from the User's failure to comply with the T&Cs or for any other reason, As a result of the User's failure to abide by the T&Cs or from any unauthorised access to or use of the pin, OTP, password, or any other such unique number issued by Nexdha Pay, neither Nexdha Pay nor a Partner Financial Institution will be responsible for any costs, expenses, fees, charges, losses, damages, or other liability.

**5.7** The User hereby acknowledges that Nexdha Pay has no obligation or liability to verify the Pay Later Transactions or Credit Line Transactions entered into, authenticated and/or authorised by the User, aside from the pin, OTP, password or any other unique number issued by Nexdha Pay in relation to any Authentication Process for a specific Pay Later Transaction or a Credit Line Transaction. By signing this agreement, the User promises that it won't ever cancel any Pay Later transactions or Credit Line transactions.

**5.8** The User agrees that Nexdha Pay will be the sole arbiter of any dispute between 2 (two) or more parties regarding the ownership of a specific OTP or any other type of authentication process, and that Nexdha Pay's decision (which may include terminating or suspending any User Account at issue) shall be final and binding on all parties.

**5.9** In the case of users who have not reached the age of majority, as defined by the Indian Majority Act, 1875 – the parent shall accept the T&Cs on behalf of the user, while registering / performing the

KYC. The terms and conditions defined herewith shall be equally applicable to the minor. On attaining majority, the user shall be deemed to have automatically accepted the T&Cs, unless they specifically decline to do so via an email to the authorised email account.

## **6 PAYMENTS**

**6.1** In accordance with the terms of the Pay Later Option provided by a Partner Merchant, the User may use the Pay Later Option to pay for goods and/or services ("Pay Later Transaction Amount") on a deferred basis in a lump sum or through one or more instalments, depending on the Partner Merchant's availability, subject to the Partner Merchant's set financial limits ("Pay Later Monetary Limit"). The User understands and agrees that the Partner Merchants in cooperation with Nexdha Pay may occasionally change or modify the Pay Later Monetary Limit as well as the payback terms (bulk or instalments).

**6.2** In accordance with the Credit Line Option provided by a Partner Financial Institution, the User may be permitted to pay the purchase price of the goods and/or services ("Credit Line Transaction Amount") on a deferred basis in a lump sum amount or one or more instalments as provided by the Partner Financial Institution ("Credit Line Monetary Limit"). The User understands and agrees that the Partner Financial Institution may periodically change or modify the Credit Line Monetary Limit and the Repayment Terms (bulk or instalments).

**6.3** The User hereby: (i) agrees and acknowledges that payment of the applicable Pay Later Transaction Amount shall be made by the User to Nexdha. Nexdha is authorised by the Partner Merchant to collect the NP Transaction Amount on behalf of the Partner Merchant, in the manner specified by Nexdha (either in a lump sum or in one or more instalments as offered by the Partner Merchant, as the case may be); and (ii) gives consent for Nexdha or its representatives to collect the NP Transaction Amount from the User on behalf of the Partner Merchant, as applicable (either in a single payment or in one or more instalments, as offered by the Partner Merchant, as the case may be). According to the terms and circumstances established between the User and the Partner Financial Institution, the Credit Line Transaction Amount for Credit Line Transactions processed through a Partner Financial Institution will be paid directly by the User to the Partner Financial Institution. In these situations, the Partner Financial Institution will directly obtain the amount due from the User, as well as any applicable interest and fees, in line with the terms and circumstances set forth in their contract.

**6.4** The User further comprehends that in order for Nexdha to obtain payment from the User on behalf of the Partner Merchant and/or the Partner Financial Institution, the User will have the option to register an E-mandate with Nexdha through the Nexdha Pay Platform or through any other method made available by Nexdha. This will allow Nexdha to obtain payment from the User for each Pay Later Transaction and/or Credit Line Transaction made by the User. The User hereby acknowledges and agrees that, in the event the User has already registered an E-mandate with a Partner Financial Institution or a Nexdha affiliate, the User hereby authorises Nexdha to use such E-mandate to collect payments for any Pay Later Transactions and/or Credit Line Transactions.

**6.5** The User hereby further acknowledges and agrees that Nexdha shall issue a statement to the User in relation to the NP Transactions undertaken by the User by availing the NP Option ("NP Statement") after completion of the Authentication Process and the relevant NP Transaction. The NP Statement will outline the sums that the User is obliged to pay ("NP Statement Amount") as well as the timeframes and methods by which the User is expected to repay the Statement Amount. The transaction shall specify a date by which "NP Statement Amount" shall be repaid ("DUE DATE") The NP Option may be used by the User to conduct Transactions with a variety of Partner Merchants over the course of a predetermined period, and Nexdha shall be permitted to issue a single "NP Statement" covering all such Transactions. The User will receive the NP Statement. (i) Every 15 days or at such other intervals as Nexdha Pay may decide at any time; (ii) via email, text message, notification on the Nexdha Pay Platform, or through any other channel that Nexdha may choose at any time.

**6.6** According to the terms and conditions agreed upon by the User and the Partner Financial Institution, the relevant Partner Financial Institution can directly provide a statement of any Credit Line Transactions made by the User. Any repayment by the User of any amounts related to any Credit Line Transactions permitted by the Partner Financial Institution will also be made in accordance with the aforementioned terms and conditions.

**6.7** The User agrees to make the NP Statement Payment in the manner and by the deadlines outlined in the NP Statement. The User acknowledges and accepts that the due date(s) for the NP Statement Amount (or a portion of it, as described in the NP Statement) should be credited to Nexdha Pay's bank account by the date(s) specified in the NP Statement (each a "Due Date").

**6.8** For the purpose of paying the NP Statement Amount that are due and payable by the User to Nexdha, the User undertakes that it shall not use any payment method other than the allowed payment methods informed by Nexdha.

**6.9** The User recognises and agrees that Nexdha shall not be accountable in any way, and that the User shall be fully responsible in all ways, with regard to:

**6.9.1** Any default, non-delivery, or delay brought on by any third-party telecom service provider (or providers), as well as any other service provider (or providers), used by Nexdha; and

**6.9.2** Any holdup in the NP Statement Amount's payment that results from the time it takes for the money to transfer from the User's bank account to Nexdha's bank account.

**6.10** The User acknowledges and agrees that if the applicable NP Statement Amount is not credited to Nexdha's bank account by the applicable Due Date, the User will be responsible for paying a penalty amount per day for each day from the applicable Due Date to the date that the NP Statement Amount is credited to Nexdha's bank account ("Additional Amount"). The User further acknowledges and accepts that Nexdha shall have the right to alter the applicable penalty Amount from time to time by providing prior notice and agrees not to object to the imposition of the Additional Amount in any way. Any Additional Amount owing by the User may be waived by Nexdha at its sole discretion.



**6.11** Following the release of the NP Statement, Nexdha may send the User reminders on a regular basis on the NP Statement Amount that is still owed and payable. A reminder will be sent to the user within 4 (four) days of the due date ("First Reminder") if they do not pay the applicable NP Statement Amount in full by that date. Nexdha will send the User a final notification demanding payment of the NP Statement Amount and the Additional Amount ("Final Reminder"). if the User fails to make payment within the time frame provided in the First Reminder. The measures Nexdha must take to collect the NP Statement Amount and the Additional Amount from the User may also be included in the Final Reminder.

**6.12** The User acknowledges and accepts that Nexdha shall, at the User's sole risk and expense, realise or set-off the NP Statement Amount from the User by:

**6.12.1** adjusting any sums to the credit of the user's user account against the NP Statement Amount;

**6.12.2** Charging or debiting the User's bank account or any other payment tool (such as a specific credit card account or a specific debit card account) held in the User's name; and/or

**6.12.3** Naming a third party to get the User's NP Statement Amount.

The User undertakes to comply with any Nexdha requirements in this regard and give permission for any deductions to be made in accordance with this Clause.

**6.13** The User Account may be suspended by Nexdha at its sole discretion if the User fails to pay the NP Statement Amount by the Due Date.

**6.14** Despite anything in the T&Cs to the contrary, Nexdha shall have the right to take whatever steps and bring whatever legal actions it deems necessary to recover the NP Statement Amount and any Additional Amounts from the User at the sole cost, risk, and expense of the User.

## **7 SUBMISSION OF PERSONAL INFORMATION**

**7.1** User is aware that in order to use the Pay Later Option and/or the Credit Line Option, the Partner Merchant has shared or will share with Nexdha the User's phone number and other information that the Partner Merchant has on file for the User (upon User's selection of the Pay Later Option and/or the Credit Line Option). These details, along with the other information Nexdha has about the User, will be used by Nexdha, among other things, to decide whether the Partner Merchant can offer the User the NP Option.

**7.2** The User certifies that the personal information (including name, address, contact information, and other details) provided to Partner Merchant and shared by Partner Merchant with Nexdha at the time of registration, opening the User Account, and/or availing the Pay Later Option and/or the Credit Line Option, among other times (collectively, "Personal Information"), is and will always remain true, accurate, updated, and complete. Additionally, the user's registered phone number is considered personal information.

**7.3** Nexdha is authorised, in its sole discretion, to suspend or terminate the User Account and refuse any and all current or future use of the services provided by Nexdha, the Partner Merchants, or the



Partner Financial Institutions, including the NP Option and/or the Credit Line Option, as applicable, if any Personal Information provided by or on behalf of the User is false, inaccurate, not current, or complete. Any charges, expenses, loss, or damage incurred by the User as a result of any false, inaccurate, out-of-date, or incomplete Personal Information shall not be the responsibility of Nexdha in any way.

**7.4** The User hereby consents to Nexdha's collection, storage, analysis, and use of Personal Information for the purposes of granting the User effective access to the Nexdha Platform and other features, products, and/or services provided by Nexdha, including the services provided by Nexdha to the Partner Merchants and/or Partner Financial Institutions. The User confirms that the User has no objections to receiving promotional offers, bargains, marketing materials, promotional material, and any other type of communications from the Partner Merchants and gives Nexdha permission to use and share the Personal Information with its affiliates, Partner Merchants, and/or Partner Financial Institutions in the future, At the form that Nexdha, the Partner Merchant, or the Partner Financial Institution deems appropriate in their sole discretion. Nexdha and Partner Financial Institutions and/or its or their affiliates. Additionally, User acknowledges and agrees that User's personal information will be collected, received, and processed by Nexdha in line with Nexdha's Privacy Policy. By agreeing to the T&Cs, the User hereby accepts the Nexdha Privacy Policy, as it may be modified from time to time by Nexdha.

**7.5** The User agrees that the Personal Information may be displayed on the Nexdha Platform and/or the Partner Merchant Website, automatically or otherwise, upon the User logging into the User Account and/or initiating any NP Transaction or Credit Line Transaction. The Personal Information and other information required to service the User Account which is readily available on the Nexdha Platform is only viewable by the User.

**7.6** In order to (i) guarantee that the User is complying with the applicable law's requirements and (ii) confirm the accuracy and completeness of the information given by the User, Nexdha may from time to time request and the User shall submit further information/documentation. User further acknowledges and agrees that Nexdha may get additional information about User from various third parties, including Nexdha's group companies and affiliates, in order to provide Pay Later Option and/or Credit Line Option to User.

**7.7** For the purpose of providing Pay Later Option and/or Credit Line Option, Nexdha also reserves the right to obtain information about the User from any service provider, financial institution, and/or governmental agency. The User acknowledges and agrees that Nexdha shall be entitled to share any or all of the information so obtained. In the case of a User who has registered with a Partner Financial Institution, Nexdha will provide the Partner Financial Institution with the User's Registered Phone Number in order for the Partner Financial Institution to provide the User credit products at its own discretion.

**7.8** In accordance with applicable law, including the Information Technology Act of 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time, and Nexdha's "Privacy Policy," Nexdha shall ensure the use and disclosure of Personal Information. When there is a conflict between the

T&Cs and Nexdha's privacy policy about how personal information is handled, processed, used, shared, or disclosed, Nexdha's privacy policy rules supreme.

## **8 CANCELLATION AND REFUNDS**

**8.1** The User shall continue to be responsible for paying the NP Statement Amount to Nexdha on the applicable Due Date(s) mentioned in the NP Statement, until informed otherwise, even if a NP Transaction executed by the User is cancelled or a refund is initiated for a NP Transaction. Refunds or cancellations for Credit Line Transactions must follow the terms and circumstances established by the User and the Partner Financial Institution.

**8.2** The refunded transaction amount (less cancellation charges, if any) (the "Refund Amount") shall be credited to the User Account for Pay Later Transactions of such User within the timelines agreed upon with the Partner Merchant and subject to the Partner Merchant's availability of funds, Nexdha agrees and acknowledges. Refund Amount for Credit Line Transactions shall be credited to the User's loan account with the Partner Financial Institution or shall be credited to the User in the manner specified by the User and the Partner Financial Institution, as applicable, and is subject to the Partner Merchant's availability of funds.

**8.3** The User understands and accepts that the Refund Amount for Pay later Transactions may only be applied to Transactions that the User has completed using the Pay Later Option from time to time with Partner Merchants. The User is not permitted to assign, withdraw, set off against, or utilise the Refund Amount in connection with any other Nexdha services. The Refund Amount may be credited by Nexdha, at its sole discretion, to the User's selected bank account, credit card account, or other financial account (other than the User Account).

**8.4** In the event the refund amount is higher than statement amount, excess to be credited back to Repayment source.

**8.5** Going forward cash backs will be awarded instantly. At present this is credited to customer's account post repayments.

## **9 LIMITATION OF LIABILITY**

**9.1** The User agrees and acknowledges that:

**9.1.1** The availability of the Pay Later Option from any Partner Merchant or the availability of the Credit Line Option by a Partner Financial Institution is not Nexdha's responsibility;

**9.1.2** Only to the extent specified in the T&Cs shall Nexdha's responsibility with respect to the Pay Later Option and/or the Credit Line Option;

**9.1.3** Any failure or delay on the part of any Partner Merchant or Partner Financial Institution in offering the Pay Later Option and/or the Credit Line Option, as the case may be, shall in no way subject Nexdha to liability to the User;

**9.1.4** In any Pay Later Transaction and/or Credit Line Transaction that the User enters into utilising the Pay Later Option and/or Credit Line Transaction, as the case may be, Nexdha shall not be liable to the User in any way for any delays, inaccurate deliveries, or non-receipt of goods and services;

**9.1.5** Any costs, expenses, fees, charges, loss, or damages incurred by the User as a result of a failed, delayed, or incomplete Pay Later Transaction and/or Credit Line Transaction that the User has undertaken using the Pay Later Option and/or Credit Line Transaction, as the case may be, shall not be the responsibility of Nexdha in any way.

**9.2** by using the Pay Later Option offered by the Partner Merchants and/or Credit Line Transaction offered by Partner Financial Institutions, the User uses the Nexdha Platform at his/her own risk and undertakes all associated risks. In no circumstance, and to the fullest extent permissible by applicable law, shall Nexdha be responsible to the User for any special, incidental, indirect, punitive, or consequential damages (including, without limitation, damages for loss of goods and/or services), the use of, or inability to use or access, the Nexdha Platform and the execution of Pay Later Transactions using the NP Option and/or the execution of Credit Line Transactions using the Credit Line Option, or for any security breach or any virus, bug, unauthorised intervention, defect, or technical malfunction of the Nexdha Platform, Any theory of liability, such as breach of contract or warranty, negligence or other tortious behaviour, or any other claim arising out of or in connection with the User's use of, or access to, the Nexdha Platform, the NP Option, and/or the Credit Line Option, is subject to the User's agreement to indemnify and hold harmless Nexdha from any and all claims, losses, or damages, whether or not foreseeable and regardless of whether the User has been advised of the possibility of such Nexdha shall not be liable to the User for any temporary or permanent suspension or withdrawal of the services it offers to any Partner Merchant and/or the User, or for any effects of such actions. The User accepts and recognises that when viewing, transacting, using, or uploading information, the Nexdha Platform, Partner Financial Institution platform, and/or Partner Merchant Website may be interrupted.

**9.3** Without any express or implied assurances or warranties from Nexdha or the Partner Financial Institution, all products and/or services made available to the User on or via the Partner Merchant Website are offered on a "as is" and "as available" basis. Nexdha and/or the Partner Financial Institution simply serve as a conduit for technology between the Partner Merchant and the User and make no warranties about the information, content, goods, or services made accessible to the User by the Partner Merchant. The User hereby expressly accepts and acknowledges that Nexdha and/or the Partner Financial Institution are not in any way responsible or accountable for the goods and/or services the User purchases from the Partner Merchant and/or in connection with any problem or disagreement therewith. The User further understands and agrees that in the aforementioned situations, the User's only legal recourse is against the Partner Merchant, and neither Nexdha nor the Partner Financial Institution will be involved in any issue or disagreement between the User and the Partner Merchant.

**9.4** The User understands and agrees that Nexdha and/or Partner Financial Institution shall not be liable for any Transaction undertaken on the Partner Merchant Website that is unsuccessful for any reason, including but not limited to, Partner Merchant non-performance or omission or commission,

inadequate services rendered and/or products delivered, and technical errors on the Partner Merchant Website.

**9.5** Any force majeure events, such as an act of God, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, and/or change in Applicable Law, that may affect the performance of Nexdha, Partner Financial Institution, payment gateways, and/or the Partner Merchant, shall not render Nexdha and/or Partner Financial Institution liable for its failure to perform under the T&Cs.

## **10 TERMINATIONS**

**10.1** For any reason, including if the User violates the T&Cs, terms and conditions established with the Partner Financial Institution, and/or any of the policies made available on the Nexdha Platform, Nexdha may at any time suspend and/or terminate, in whole or in part, the services and activities performed by Nexdha in relation to the Pay Later Option and/or Credit Line Option (including as set forth hereunder).

**10.2** By writing to the Nexdha customer service team and paying all sums owed and owing to Nexdha and/or the Partner Financial Institution, the User may end its contract with Nexdha with regard to the User Account.

**10.3** The User shall be liable to pay in full all amounts due and payable to Nexdha and/or Partner Financial Institution as set forth in the relevant NP Statement or credit amount due to be payable to Partner Financial Institution or otherwise as provided under the T&Cs in the event of any termination or suspension of services or the User Account.

## **11 GOVERNING LAW**

The laws of India shall govern these T&Cs.

## **12 JURISDICTIONS**

**12.1** The laws of India shall govern the T&Cs and be followed in their interpretation. The User acknowledges and agrees that, in the event that there is a dispute or difference between it and Nexdha (the "Parties") pertaining to, arising from, or related to the T&Cs, the Parties shall attempt, for a period of 30 (thirty) days following receipt of a notice ("Disputes Notice") from the other Party of the existence of a dispute or difference, to resolve such dispute or difference through mutual consultation. The aforementioned dispute(s) will be brought to arbitration for final resolution in the manner described herein if they cannot be resolved through amicable negotiations within the 30 (thirty) day period mentioned above.

Within 60 (sixty) days of the Disputes Notice date, the Parties shall jointly select a single arbitrator who will settle the dispute(s) in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time ("Arbitration Act").

The rules of the Arbitration Act will be followed to designate the only arbitrator if the Parties fail to do so in accordance with the procedure outlined above and within the time frame mentioned above. The arbitration will take place in English, with Chennai, Tamil Nadu serving as both the arbitration's seat and the arbitration's location. The courts in Chennai, Tamil Nadu shall have exclusive jurisdiction over any dispute(s) as described above, subject to the arbitration agreement mentioned above.

## **13 NOTICES**

**13.1** The following delivery method shall be used for any notices, requests, demands, waivers, complaints, enquiries, and other communications related to the NP Option that the User has selected: Emails should be sent to [support@nexdha.com](mailto:support@nexdha.com) (authorised email ID) for alerts to Nexdha and to the User's registered address for Nexdha, respectively.

**13.2** Any other notices, requests, demands, waivers, complaints, inquiries, and other communications resulting from any Partner Financial Institution's or Partner Merchant's actions or inactions, including but not limited to, service deficiencies, product or service quality issues, and merchantability issues, shall be settled directly between the User and the Partner Merchant; Nexdha shall have no responsibility or liability in this regard.

## **14 INTELLECTUAL PROPERTIES**

**14.1** The User acknowledges that Nexdha is the sole and rightful owner of the Intellectual Property and the User agrees not to register, use or file in its own name or in the name of any other person or company any trademarks same or similar or resembling in any manner to the Intellectual Property and not to associate the Intellectual Property with its own business.

**14.2** Nothing in this document grants the User any right to use, exhibit, or otherwise make use of the intellectual property rights of Nexdha and/or a Partner Financial Institution without their prior written authorization.

**14.3** Except for any third-party content and any links to third-party websites, all of the content on the Nexdha Platform and all information and materials pertaining to the NP Option are owned by Nexdha.

**14.4** The reader, who assumes full responsibility for its usage, is the only party to whom the information supplied on the Nexdha Platform is intended. The quality of any goods, information, or other materials displayed, or obtained by the User as a result of an advertisement or any other information or offer in or in connection with the NP Option provided on any Partner Merchant Website or the Nexdha Platform, is not guaranteed by Nexdha. Nor does Nexdha represent or endorse the accuracy or reliability of any information, or advertisements, contained on, distributed through, or linked, downloaded or accessed from the Nexdha Platform.

## 15 GENERAL TERMS

**15.1** The T&Cs do not create any agency relationships and instead establish a principal-to-principal relationship between the User and Nexdha. The services provided by Nexdha in relation to the Pay Later Option availed by the User from the Partner Merchants and/ or Credit Line Option availed by the User from the Partner Financial Institution are being provided by Nexdha as an independent entity and nothing contained herein shall be deemed (i) to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the User and Nexdha or any of its affiliates or subsidiaries or (ii) to provide either the User or Nexdha with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

**15.2** Without prior notice to or permission from the User, Nexdha and/or Partner Financial Institution may assign or transfer all or a portion of its rights or responsibilities under the T&Cs to one of its affiliates, subsidiaries, other group companies, or any other third party. In its sole discretion, Nexdha and/or a Partner Financial Institution may inform the User of such an assignment.

**15.3** Without Nexdha's prior written agreement, the User may not assign or transfer any of its rights or obligations under the T&Cs, in whole or in part.

**15.4** Without prior warning or explanation, Nexdha reserves the right to refuse to offer the User any services in connection with the Pay Later Option and/or Credit Line Option obtained from a Partner Merchant and/or Partner Financial Institution.

**15.5** The User understands and agrees that if the T&Cs or any other policy made available on the Nexdha Platform are not acceptable to the User, the User must stop using the Pay Later Option or Credit Line Option from any Partner Merchant, stop using the User Account, and pay all amounts owed to Nexdha and/or the Partner Financial Institution. Despite the aforementioned, the User shall be deemed to have agreed to and shall continue to adhere and abide by the T&Cs and any other policies on the Nexdha Platform and as may be agreed upon with the Partner Financial Institution, so long as the User uses the Nexdha Platform, enters into any Transaction by utilising the Pay Later Option or from a Partner Merchant, or Credit Line Option from the Partner Financial Institution, or owes any money to Nexdha.

**15.6** No delay or omission on the side of Nexdha to exercise any right or remedy provided for in the T&Cs shall constitute a waiver of such right or remedy, nor shall any single or partial exercise thereof preclude any other or subsequent exercise thereof or the exercise of any other right or remedy. The rights and remedies stipulated in the T&Cs or granted by applicable law, common law, custom, trade, or usage are cumulative and do not preclude any other rights or remedies stipulated by applicable legislation. They may also be enforced sequentially or simultaneously. Except for the full, prompt, and complete performance of all terms, undertakings, and conditions of the T&Cs, including the full and prompt payment of all amounts due, none of the User's obligations here under shall be affected, impaired, diminished, or extinguished by any act, omission, default, matter, or thing (including anything which, but for this Clause, would have discharged the User (wholly or in part) or would have provided the User with any legal or equitable defence).



**15.7** The T&Cs' words and clauses that, by their nature and letter, are meant to survive performance by any or all of the parties hereto, shall do so after termination.

**15.8** The legality, validity, or enforceability of the remaining sections of the T&Cs shall not be affected or impaired in any way if at any time any term of the T&Cs is or becomes unlawful, invalid, or unenforceable in any form under the laws of any jurisdiction. In this situation, Nexdha shall have the right to alter the T&Cs in order to preserve the original commercial intent of the T&Cs and the interests of Nexdha and/or Partner Financial Institution.

**15.9** Each of Nexdha and/or Partner Financial Institution's rights, powers, and remedies under the T&Cs (i) are in addition to and not in derogation of other rights and remedies provided by contract or by applicable law independent of the T&Cs; (ii) may be exercised even if it involves a conflict of duty or Nexdha and/or Partner Financial Institution have a personal interest in its exercise; and (iii) is unaffected by any other rights and remedies

**15.10** By selecting the "Nexdha" tab, button, or checkbox, or any other similar tab, button, checkbox, or confirmation, or by virtue of using the Nexdha Platform and the NP Option or continuing to use it, the User:

**15.10.1** confirms that the User is eligible under the Applicable Laws to enter into a valid contract and confirms that the T&Cs constitute a valid, binding and enforceable contract between it and Nexdha;

**15.10.2** Accepts the T&Cs as displayed on the Nexdha Platform; and

**15.10.3** Consents to receive communications, notices and information from Nexdha (i) physically or (ii) electronically through e-mail, text message or any other electronic means ("Electronic Communication"). Electronic Communications shall be deemed to have been received by the User when Nexdha sends the Electronic Communication to the email address or mobile number provided by the User during the sign-up process for the Nexdha Platform or the NP Option, or when Nexdha posts the Electronic Communication on the Nexdha Platform. The User may opt out of the Electronic Communications by unsubscribing to the Electronic Communications.

**15.11** The User consents and agrees to comply with the guidelines, instructions, and/or requests in relation to the Pay Later Option and Credit Line Option as maybe made by Nexdha or Partner Financial Institution or a Partner Merchant or a payment system provider from time to time.

**15.12** It is agreed and clarified that the arrangement set out by the T&Cs between Nexdha and the User is on a non-exclusive basis.

