

FINANCING SOLUTIONS TERMS, AND CONDITIONS

These terms, and conditions, (“**Terms**”) govern the use and access of financing solutions and products (“**Products**”) from banks, non-banking financial companies and other lending partners (“**Financiers**”) as available on Tata nexarc, www.tatanexarc.com, as well as any other mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Platform**”) or any current or future feature or functionality or offer made available on the Platform, as updated from time to time (“**Services**”) and constitute an agreement between Tata Business Hub Limited (“**TBH**”, “**we**”, “**us**” or “**our**”) and any natural or legal person who accesses and/or uses the Services in any manner (“**Borrower**”, “**you**” or “**your**”). For the purpose of this Agreement, “**Borrower**” shall mean the entity which has applied for the Products of a Financer through the Platform.

These Terms apply to you alongwith the applicable laws including but not limited to the [Digital Lending Guidelines issued by the Reserve Bank of India](#) (“**Digital Lending Guidelines**”). We act as a Lending Service Provider and the Platform functions as a Digital Lending Application for the purpose of the Digital Lending Guidelines. In no event shall we be deemed to be construed as a Regulated Entities i.e. a Bank or NBFC (as defined under the Digital Lending Guidelines).

These terms constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By using the Platform and/or availing the Services, you expressly agree to be bound by these Terms. Please read these Terms together with the privacy notice and terms and conditions of the Platform and other applicable rules, policies, and terms posted on the Platform, or provided with the Services (“**Platform Terms**” and collectively with these Terms, “**Agreement**”), since those Terms also govern your use of the Services. Accordingly, the terms applicable on the Platform shall also be deemed to be applicable on the Services. If these Terms are inconsistent with the Platform Terms, these Terms will control to the extent of such inconsistency with respect to the Services.

1. SCOPE OF SERVICES

- 1.1. The Platform allows you to, inter alia, discover, view, access and/or avail various categories of Services which are provided by Financiers who have registered with the Platform. “**Financier**” shall mean financing entity/organization/company onboarded on the Platform to provide Products such as business loans, term loans, supply chain financing, etc.
- 1.2. You agree and understand that we have no role and responsibility in the actual sanction, acceptance, or disbursement of the Product to you. We merely provide a platform for the Financier and you to avail Services. We have no control over, and are not liable or responsible for content, accuracy, validity, reliability, quality of such Services or for the Products disbursed by the Financier.

TATA BUSINESS HUB LIMITED
(CIN) U74999MH2020PLC348224

Registered Office:
Army and Navy building, 148 MG Road opposite
Kala Ghoda Fort Mumbai 400001

Phone: 6665 7686 | Facsimile 6665 8080

Email: tatabusinesshub@tata.com

Website: www.nexarc.in



- 1.3. We reserve the right to either change the format and/or the content of the Platform and/or suspend the operation of the Services or Platform for support or maintenance work, in order to update the Platform or for any other reason, at any time.

2. ELIGIBILITY

- 2.1. Only persons who can enter into legally binding contracts as per Indian Contract Act, 1872, i.e., persons who are 18 years of age or older, are of sound mind, and are not disqualified from entering into contracts by any law, can use, avail and/or access the Platform and Services. In case you are below 18 years of age, you may access and use the Platform and Services only if enabled by a parent or legal guardian. Further, if you are availing Services on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

3. REGISTERED USERS

- 3.1. You agree and acknowledge that only registered users of the Platform would be entitled to discover, view, and/or access and/or avail the Services on the Platform.

4. COVENANTS OF BORROWER

You hereby agree, warrant, and acknowledge that –

- i. We shall be under no obligation and are not expected to verify the application submitted by you on the Platform. You shall be responsible for all consequences arising due to incorrect and incomplete declaration.
- ii. You shall provide complete documents along with accurate details of the name, address, contact numbers, email address, as per the statutory requirements. In case of any deficiency or inaccuracy in the documents or information or statutory requirements submitted by you, we shall not be made liable for the same.
- iii. You shall not make any payments to us directly, circumvent any technical measure or bypass the Platform in any manner to directly approach the Financier or use Platform to avail a Product of the Financier as hosted on the Platform independent of the Platform, to circumvent any fees in any manner or for any other reason. We reserve the right to de-activate your account at any time without prior notice and without providing reasons on account of breach of any agreed terms.
- iv. The sanction or disbursement or selection of the Borrower for the Products is at the sole discretion of the Financier and is subject to our execution of necessary documents, providing any security(ies) and other closing formalities to the satisfaction of the concerned Financier. We may, at our sole discretion, reject your application without providing any reasons, and you shall reserve no right to appeal against this decision.
- v. You are a citizen(s) /resident(s) of India and all the particulars and information, and details given / filled in the application form for the Products and documents furnished by you are true, correct, and accurate and have not been withheld / suppressed any material information.
- vi. You undertake to furnish any additional information/ documents that may be required by us from time to time.

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- vii. We reserves the right to retain/discard all documents (including photographs and financial instruments) submitted along with the Product application & may not return the same to you.
- viii. There are no insolvency proceedings against you, nor have you ever been adjudicated insolvent.
- ix. You shall inform us and Financier of changes in your occupation/employment and to provide any further information that we may require.
- x. You shall inform us and Financier on any change in your resident status.
- xi. You shall be applying for Products for meeting the working capital requirements/enhancement of your business and that the proceeds of the Products disbursed shall not be utilised for any speculative, anti-social, immoral or illegal purposes. The proceeds of the Product shall be utilised by you only for the purpose, mentioned hereinabove, and in compliance with the terms and conditions prescribed by us or Financier.
- xii. All fees or repayments related to the Products shall be made by you directly to the Financier and not through us or any third party accounts.
- xiii. The Financier shall make direct disbursements to you and not any third party account unless statutorily required otherwise, or for specific end uses (directly to end beneficiary) or co-lending.
- xiv. We and Financier have the right to recall the sanctioned Product facility if the proceeds are used by you for any purpose other than the declared purpose.
- xv. As a pre-condition, relating to grant of the Products (loans/advances/credit facilities) by Financier, you agree to the disclosure by us or Financier , of information and data relating to you, your directors and group companies; the information or data relating to any credit facility availed of/to be availed by you,; and default, if any, committed by you, in discharge of your obligations, to all or any third parties as may be deemed necessary at our sole discretion or at the discretion of the Financier.
- xvi. We or Financier may, as we reasonably deem appropriate and necessary, disclose and furnish information as set forth above to CIBIL and/or any other agency authorized in this behalf by the RBI. You hereby agrees that we or Financier 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.
- xvii. For the purpose of assessing its credit worthiness, we and Financier are authorized to pull from CIBIL and/or any other agency authorized by RBI, your data or of your directors, group companies, and any other individuals who are involved in the said business, on behalf of which the Product application is made by you. CIBIL and any other agency so authorized may use, process the said information and data disclosed by us or Financier in the manner as deemed fit by them. CIBIL, and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Financier and other credit grantors or registered users, as may be specified by the RBI in this behalf. For the purpose of verification of personal data, we or our affiliate(s) and Financiers are authorized to pull from Central KYC Records Registry, your 'Know Your Customer' data or of your directors, group companies, and any other individuals who are involved in the said business, on behalf of which any Product application is made by you.
- xviii. For the purpose of availing the Products through the Platform you shall not submit any biometrics related data.
- xix. For the purpose of this Agreement, we shall be entitled to access to camera, microphone or location or any other facility on your mobile phone which is necessary for the purpose of onboarding/ KYC requirements, subject to your consent which you shall not unreasonably withhold.
- xx. We shall store all your data in accordance with the applicable laws.
- xxi. We may share your data or grant access thereto to third parties as listed on the following link :
[List of third parties.xlsx](#)

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- xxii. You shall be entitled to give or deny consent, restrict or retain data, revoke consent and seek deletion of data provided on the Platform. Data storage on the Platform shall be in accordance with the applicable laws, including but not limited to the Digital Lending Guidelines. In case you have any concerns pertaining to your data or seek to revoke any consents or request deletion of your data, please email support@tatanexarc.com
- xxiii. For the purpose of assessing your credit worthiness, we, our affiliate(s) and Financier are authorized to collect your Goods and Service Tax returns/data, or of your group companies, on behalf of which the Product application is made.
- xxiv. Based on the respective risk category, different rate of interest is charged to different category of Borrowers.
- xxv. At the time of purchasing the Product, you shall ensure you have reviewed all Product terms, features, applicable thresholds as well as the fees applicable to us.
- xxvi. Financier may at any time without prejudice to any of its specific rights under any other agreements, at its sole discretion and without notice utilize to appropriate any moneys belonging to you and lying/deposited with the Financier or due by the Financier to you, towards any of the Financier's dues and outstandings under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions. The Financier may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:
 - a) For participation in any telecommunication or electronic clearing network
 - b) In compliance with a legal directive
 - c) For credit rating by recognized credit rating agencies
 - d) For fraud prevention purposes
 - e) To credit information bureaus

5. LINK TO THIRD PARTY WEBSITES

- 5.1. The Platform may contain links to third party websites. We have no control over the content, offers and advertisements broadcasted on such websites. We allow users to access content, product as well as services linked to such third-party websites using hyperlink. Such hyperlink will re-direct the user(s) to the third-party websites. You should read the terms and conditions of these websites as well as their privacy policies before indulging in the content offered by such websites. Neither we, our affiliates, nor our officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon any third-party website linked to Platform. We are not responsible for the content of any third-party websites and does not make any representations regarding the content or accuracy of material on such websites. If you decide to access links of any third-party websites, you are doing so entirely at your own risk and expense.

For detailed information regarding the Products, you may refer to the website of the Financier as provided on the Platform.

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6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify, defend and hold us harmless including our affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all third- party claims, losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Platform, violation of these Terms, or infringement of any of our intellectual property rights or our other rights or of any third-party.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and/or a third party, and you agree to cooperate, at your expense, with our defences of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

6.2. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event shall we or any of our directors, officers, employees, agents or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary, special, remote or punitive damage, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses arising from, or directly or indirectly related to, the use of, or the inability to use, Platform or the Services, materials and functions related thereto.

Our aggregate liability, in any case whatsoever, shall not exceed the sum paid by you to us for availing the Services.

6.3 DISCLAIMER:

We do not endorse any specific Product or Financier. It is to be noted that neither we are the agent of the Financier, nor the Financier is our agent. We are a mere intermediary to connect you with various Financiers and we do not act in any other capacity whatsoever it may be called.

At no instance, we shall be considered to be involved in providing the Products, which a Financier would be providing on the Platform. You expressly acknowledge and agree that Platform is merely a facilitator, and we do not guarantee the outcome, of any Financier providing the Products on the Platform. We implore you to make their own independent investigation and evaluation before availing such services.

We make no warranty, including implied warranty, and expressly disclaims any obligation which may imply that: (a) the Products provided by the Financier is and/ or will be complete, exhaustive, or suitable to your requirements; (b) Platform or the Services will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; and (c) the results that may be obtained from the use of Products, Platform or Services will be reliable.

At no time are we making any representation or warranty regarding any third party's services, nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third party's services.

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We do not, in any way, endorse any information or Products offered or described herein. In no event shall we be liable to you or any third party for any decision made, or action taken in reliance on such information.

7. MISCELLANEOUS

In addition to these Terms, you will also ensure that you are in compliance with the terms and conditions of the Agreement (including but not limiting to Platform Terms).

8. GRIEVANCE REDRESSAL

You may submit any grievance with respect to Platform or the Services, including any complaints or grievances with respect to access or usage of Platform in violation of these Terms by any person, to the grievance officer, appointed under the Platform Terms.

For any grievance pertaining to the Products, you may approach the Grievance Redressal Committee of the Financier whose Product has been availed.

Grievance Officer for TBH

Name : Hemchand Malkani
Address : Army & Navy Building, 148, M G Road, Opposite Kala Ghoda, Fort,
Mumbai, Maharashtra - 400001, India
E-mail ID : hemchand.malkani@tatanexarc.com