

The terms and conditions contained herein (“**T&C**”) contain the complete terms and conditions that apply to a Client and govern the Client’s access to and use of the Platform (as defined below).

1. DEFINITIONS

Unless repugnant to the context, the terms used in the T&C have the following meaning:

- **“Client”** means
 - a. In case of an individual, any person who has an account on the Platform and entered into a Service Agreement with the BigMudra; or
 - b. In case of persons other than individuals, an entity who holds an account on the Platform and entered into a Service Agreement with the BigMudra, and who may access the Platform through its representatives or authorised officials.
- **“Counterparty”** means any person with which the Client:
 - a. enters into any arrangement/contract/agreement with, pursuant to or by way of the Services or the Platform; and/or
 - b. may potentially enter into any arrangement/contract/agreement with, by availing the Services on the Platform.
- **“Force Majeure Event”** includes any act, event, non-happening, omission or accident beyond the reasonable control of BigMudra and includes, without limitation, the following events:
 - strikes, lock-outs or other industrial action;
 - riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - impossibility of the use of public or private telecommunications networks or internet services; and
 - the acts, decrees, legislation, regulations or restrictions of any government, as may be applicable.
- **“BigMudra”** means BigFinovate Innovations Private Limited (the “Company”), including its successors and assigns, an Indian Private Limited Company registered under the Companies Act, 2013.
- **“Platform”** means the platform (including sub-platforms) launched by BigMudra for offering Services to the Client.
- **“Personal Data”** shall have the same meaning as ascribed to the term “Sensitive Personal Data or Information” under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time).
- **“Services”** means the product or services offered by BigMudra through the Platform, including but not limited to facilitation, interaction between the Client and Counter parties to enable them to enter into transactions, increasing transparency, providing better access, enabling deeper automation, reducing cost of financial products & transactions including (without limitation) for lending, securitisation, direct assignments, investments or any other product or services offered.

2. ACCEPTANCE OF TERMS & CONDITIONS

- 2.1 The Client understands that the access to the Platform and the offer of Services is conditional upon the Client's irrevocable consent and acceptance of all the terms, conditions and obligations contained in the T&C (as may be amended from time to time). For utilising the Services, the Client agrees to enter into or execute any document, agreement or terms and conditions which is required by BigMudra and agrees to be abide by such document or agreement or terms and condition while utilising the services on the Platform.
- 2.2 By agreeing to the T&C and by availing the Services, the Client represents that it is lawfully able to enter into contracts (if an individual) or has the legal authority to enter into contracts on behalf of the body corporate/company/partnership firms.
- 2.3 The Client acknowledges in relation to the Services that BIGMUDRA is merely providing a platform for facilitating the transactions between the Client and the Counterparties on the Platform and shall in no manner be liable or responsible for any such transactions or be construed as an agent of the Client in relation to the Services.
- 2.4 The Client acknowledges and agrees that it is solely responsible for its data uploaded to or transmitted through the Platform, as well as, the consequences of uploading or transmitting its data onto or through the Platform.
- 2.5 The Client acknowledges, represents, and warrants that with respect to any data posted on or transmitted through the Platform;
- 2.6 It has all necessary licenses, rights, consents, and permissions to upload, transmit, or publish such data and that it grants BIGMUDRA, express, irrevocable license and authorization to use such data for the Services; and
- 2.7 Any use by BIGMUDRA of the data uploaded, transmitted, or published by it on the Platform will not constitute infringement of any third party's rights, over such data posted or transmitted through the Platform.

3. USE OF PLATFORM AND SERVICES

- 3.1 The Client agrees, undertakes and declares that it has made its own assessment of the Platform and has determined that it is fit for its purposes.
- 3.2 The Client will be using the Platform at its own risk, irrespective of the capacity in which it uses the Platform and it is expressly clarified that BIGMUDRA shall owe no fiduciary or other duty or obligation to the Client other than as expressly agreed in writing by BIGMUDRA.
- 3.3 The Client agrees and acknowledges that any transactions entered into through the Platform shall be at the sole discretion of the Client and the relevant counterparties on the Platform as applicable and that BIGMUDRA shall not be liable for any delay, rejection or approval of any application/proposal made through the Platform to any counterparty, or any failure on part of the Client or counterparties to settle/conclude any transactions with any counterparty.
- 3.4 Without prejudice to the above, the Client hereby agrees, acknowledges and accepts that BIGMUDRA may, for the purpose of rendering the Services, seek to obtain such necessary and requisite information and data as required by it from various authoritative sources including but not limited to statutory and regulatory filings, credit bureau records and such other sources as determined by it at its sole discretion, as required by it to effectively render the Services and the Client hereby accepts and provides consent for the same.
- 3.5 On signing of Service Agreement with Clients, BIGMUDRA grants to the Client a non-exclusive, limited privilege to access and use the Platform and the Services offered on the Platform, subject to compliance with the T&C. The account created by the Client for use of the Platform shall be is non-transferable and its use is restricted to the Client creating the account.

- 3.6 The Client is solely responsible for its account and any activity on it, and must keep the log-in credentials (log-in ID and password) in respect of its account secure at all times. The Client shall not sell, transfer or sub-license the log-in credentials in relation to its account on the Platform to any other person. The Client shall ensure that only its duly authorised personnel shall access and operate its account. The Client undertakes that the Client shall promptly on becoming aware of any unauthorized use of its account, notify BIGMUDRA of such unauthorised use or access.
- 3.7 It is expressly understood that BIGMUDRA shall not be liable to ensure or verify that the usage of the Client's account is by its authorised persons and that the onus of ensuring that only authorised personnel access and operate the said account shall, at all times, lies with the Client. The Client agree and acknowledge that failure to notify BIGMUDRA regarding any such unauthorized use of its account on the Platform may attract liability on the Client for any losses/damages caused by any unauthorized use of the account.
- 3.8 The availing of the Services and the use of Platform is only for purposes permitted by the T&C; and any applicable law, regulation or generally accepted practices or guidelines and the same shall not be for any other illegal or other purpose which is expressly or impliedly barred by any applicable law, statute, ordinance or regulation in force from time to time.

4. GENERAL UNDERTAKINGS OF THE CLIENT

- 4.1 The Client shall not use or attempt to use any unauthorised means, including but not limited to, use of any deep link, program, automatic device, algorithm or methodology, or any similar processes, or hacking to access, utilise, copy or monitor any part/feature of the Platform or its content, or avail any Services or in any way reproduce or circumvent the source code, structure or layout of the Platform, or obtain or attempt to obtain any information not openly available on the Platform.
- 4.2 The Client undertakes not to attempt to gain any unauthorized access to the Platform, the server on which the Platform is hosted or any other database, server or computer connected to the Platform.
- 4.3 The Client shall not misuse the Services or corrupt or try to corrupt the Platform by introducing any bugs, viruses, worms, malwares, spyware or any similar program which is malicious or harmful.
- 4.4 The Client undertakes to ensure that any material/information/data uploaded by it on the Platform is strictly of nature and context as required by the Platform for the relevant Service, and is not in violation of any applicable law.
- 4.5 The Client further undertakes not to:
 - publish, post, upload or distribute files that contain bugs, viruses, worms, malwares, spyware or any similar program, or corrupted files that may disrupt the operation of the Platform or a Counterparty's computer;
 - engage in any activity that disrupts access to the Platform or the Services;
 - disrupt or interfere with the security of, or otherwise cause harm to, the Platform, accounts, passwords, servers or networks connected to or accessible through the Platform;
 - cause any interference or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
 - upload or distribute files that contain such material which is infringing the copyrights, trademarks, confidentiality, privacy or any other proprietary information protected by law, unless the Client has the rights or the necessary consents thereto;
 - use the Platform or Services for any purpose that is fraudulent, unlawful or prohibited by the T&C and by applicable law, or to solicit the performance of any illegal activity or other activity which infringes the rights of BIGMUDRA or any Counterparties;

- upload or distribute any material or information that is, or contains tags or keywords which are, illegal, inappropriate, profane, obscene, offensive, abusive, harassing, misleading, indecent, defamatory, disparaging, or menacing, or is otherwise injurious to BIGMUDRA or any Counterparty, or objectionable in any manner whatsoever;
- download any file posted by the Counterparty that the Client should know, or reasonably should know, cannot be legally distributed in such manner;
- violate the T&C or any applicable laws or regulations for the time being in force;
- decompose, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

5. CONFIDENTIALITY

- 5.1 The Client acknowledges and agrees that all information, data or details in any form with respect to the Platform, its designs, structure and arrangement, visual interfaces, specifications, documentation, components, source code, object code, images, icons, audio-visual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part in addition to all documents, data, papers, statements, any business/customer information, trade secrets and process of BIGMUDRA relating to its business practices or in connection with the provision of services by BIGMUDRA, trade and business of BIGMUDRA, or otherwise, any information including names, assets, details, documents, transaction records, potential transactions, negotiations, pending negotiations, data, applications, software, systems, papers, statements, business information, marketing and financial information, databases, manuals, records and reports, articles, systems, material, sources of material, and any other data pertaining to Counterparties and BIGMUDRA, available to it through Platform (“**Confidential Information**”) is of a sensitive and confidential nature.
- 5.2 The Client undertakes to keep all Confidential Information confidential and shall ensure that none of its employees, agents, representatives do anything to breach the confidentiality. The Client undertakes to use all Confidential Information with such care and discretion, but not less than reasonable care, to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate.
- 5.3 The Client may disclose Confidential Information only to:
- its employees, representatives, agents or contractors on a ‘need to know’ basis and only for the purposes of performance of its obligations under the agreement with the Company;
 - the extent required by any regulatory authority or governmental authority under applicable law; and
 - any other party with the Company’s prior written consent.
- The Client agrees:
1. to take all necessary action to protect the Confidential Information against misuse, sale, loss, destruction, deletion and/or alteration;
 2. use the Confidential Information only in connection with the Services/transaction for which the Confidential Information is obtained; and
 3. not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information of BIGMUDRA or any other Counterparty available to it through the Platform for economic or other benefit or in a manner prejudicial to BIGMUDRA.

6. DATA PROTECTION

- 6.1 The storage, usage and transmission of all information obtained by it through the Platform, shall at all times be in accordance with the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and all other applicable law.
- 6.2 In the event BIGMUDRA obtains any Personal Data or Confidential Information pursuant to any transaction/Services, it shall only undertake the processing of Personal Data / Confidential Information reasonably required in connection with the performance of its obligations under the transaction/Services. In the event any such Personal Data and/or Confidential Information is required to be used by BIGMUDRA for any purpose not expressly set out herein post termination/consummation of the transactions/Services contemplated hereunder, the same shall take place pursuant to obtaining prior consent from the Client in this regard.
- 6.3 BIGMUDRA shall at all times have appropriate technical and organisational measures in place to:
- prevent unauthorised or unlawful processing of any Personal Data/Confidential Information;
 - protect any Personal Data/Confidential Information against accidental loss, destruction or damage;
 - ensure the reliability of its employees/contractor having access to the Personal Data/Confidential Information;
- 6.4 BIGMUDRA shall comply with all applicable law, including without limitation the Data Protection Laws to safeguard the Personal Data/Confidential Information.
- 6.5 For the purposes of this clause, Personal Data shall mean the personally identifiable information and sensitive personal information (as envisaged under the Information Technology Act, 2008, and the rules made thereunder, each as amended from time to time), related to the underlying customers of the Client to whom credit facilities may be extended by the Client.

7. LIMITATION OF LIABILITY

- 7.1 BIGMUDRA shall not be liable or responsible for:
- any damage that occurs due to any information provided by the Client but not being received by BIGMUDRA or any Counterparty or not being received promptly or appropriately, as a consequence of technical faults with the Platform (whether or not in BIGMUDRA's control);
 - any loss or damage caused due any bugs, viruses, worms, malwares, spyware or any similar program that may infect the Client's computer, software, data or any other property caused by accessing or using the Platform or availing any Services, or from any emails, communication or attachment received from BIGMUDRA /Platform;
 - any failure to perform, or delay in performance of, any of obligations or Services by BIGMUDRA or any Counterparty due events outside BIGMUDRA's reasonable control;
 - any breach of the T&C by any Counterparty.
- 7.2 BIGMUDRA is not responsible for any indirect losses including, without limitation, loss of income, business, profits, data or any injury to reputation, howsoever arising.
- 7.3 BIGMUDRA is not responsible for any liability for any loss, costs or damage arising out of or in connection with the use of the Platform or the inability to use it or for any delay or failure in the performance of the Services on account of the Counterparty or due to any Force Majeure Event or any other circumstances beyond the control of BIGMUDRA.

8. TRANSFER OF RIGHTS

- 8.1 The T&C are binding on the Client, its successors and permitted assigns. It may not transfer, assign, charge or otherwise dispose of any of its rights, benefits, liabilities or obligations, under the T&C without the prior written consent of the BIGMUDRA.
- 8.2 However, BIGMUDRA may transfer, assign, sub-contract or otherwise dispose of any of its rights, benefits, liabilities or obligations under the T&C at any time or ay involve or appoint any third party to satisfy its obligations, without any necessity to notify the Client.

9. SECURITY OF DATA

- 9.1 All facilities used to store data and process the transaction will adhere to reasonable security standards, which will be at par with BIGMUDRA's security standards for processing and storing its own information of a similar nature. BIGMUDRA has implemented industry standard systems and procedures to ensure the security and confidentiality of a transaction and related data, protect the Client against anticipated threats or breaches to the security or integrity of a transaction and related data, and protect the Client against unauthorized access to its data.
- 9.2 The Client further acknowledges and agrees that it has granted BIGMUDRA the permission as well as the non-exclusive right to store and transfer its data, as part of the Services.
- 9.3 BIGMUDRA does not claim any ownership, intellectual property rights or other rights whatsoever outside the scope of what is necessary to provide the Services.
- 9.4 BIGMUDRA reserves the right to perform statistical analysis of the activity on Platform in order to measure interests in the various sections of the Platform for the purpose of product and Service development. Any non-personal information such as internet domain, host names, IP addresses, clickstream patterns, and the dates and times on which Platform is accessed may be recorded for the purpose of analysis. The analytical data collected is for internal use only.

10. INTELLECTUAL PROPERTY

- 10.1 The Platform and the arrangement and processes thereof, including, but not limited to, all text, graphics, user interfaces, visual interfaces, and the computer code, source code, object code and is owned by BIGMUDRA, and the design, structure, and arrangement of thereof is protected by copyright, patent and trademark laws, and all other applicable intellectual property laws and the Client shall not use the aforesaid without the prior written consent of BIGMUDRA.
- 10.2 The trademarks, logos and marks displayed on the Platform are the property of BIGMUDRA, or the property of the Client(s), as the case may be. The Client shall not use any trademarks, logos and marks not belonging to it, without the prior consent of BIGMUDRA.
- 10.3 In the event the Client infringes or attempts to infringe the copyrights or other intellectual property rights of BIGMUDRA, BIGMUDRA may, in its sole discretion, deny the Client access to and use of the Platform.

11. MODIFICATION OF T&C

- 11.1 The Client acknowledges and agrees that BIGMUDRA has the right to revise, modify, amend or discontinue any of the T&C from time to time including without limitation to reflect, inter alia, changes in market conditions, technology, requirements, laws etc. and BIGMUDRA shall not be obligated to obtain any approval/consent of the Client on the revised T&C.
- 11.2 The Client is deemed to be aware of the latest T&C and the use of Platform and the availing of the Services is subject to the most current version of the T&C available on the Platform at the time of such use. The use of Platform and Services subsequent to any modification in the T&C will constitute the Client's acceptance of the modification.

12. TEMPORARY SUSPENSION AND TERMINATION

- 12.1 BIGMUDRA does not guarantee uninterrupted access to the Platform. The access to Platform or the Services may be disrupted:
- on the occurrence of Force Majeure Event;
 - for the purposes of repair, maintenance, upgrading or for other similar activities, BIGMUDRA undertakes to take all reasonable measures to minimize any such periods during which the Platform and the Services are unavailable and shall put best effort in resuming the Services and the Platform.
- 12.2 BIGMUDRA shall not be responsible or liable for any losses or damages suffered due to any of the events specified in sub-clause 12.1 above due to the suspension of Services or due to the inability to cure such events.
- 12.3 In the event of a system failure due to any unforeseeable circumstances or disruption, the access to Platform and Services may be temporarily suspended and no information may be accepted during such suspension.
- 12.4 All provisions of the T&C, which by their nature should survive termination, shall survive termination, including, without limitation, ownership, warranty, limitations of liability, confidentiality, disclaimers, indemnity.

13. DISCLAIMER OF WARRANTIES

- 13.1 The Client uses the data and/or the Services through the Platform at its own discretion and risk and BIGMUDRA is not responsible for the accuracy, usefulness, safety of or relating to such data and the Client assumes all liability for its use.
- 13.2 Unless agreed otherwise expressly agreed in writing, BIGMUDRA will not be involved for any interactions between the Client and the Counterparties on the Platform or in connection with the Services. These interactions are solely between the Client and the Counterparties and BIGMUDRA merely provides a common platform to facilitate such transactions. BIGMUDRA is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions.
- 13.3 BIGMUDRA is not obligated to be involved in or facilitate the resolution of any dispute between the Client and the Counterparties on the Platform, the Client hereby releases BIGMUDRA, its employees, agents, and associates from any claims, demands and damages, arising out of or in any way related to such disputes. Without prejudice to the above, the Client hereby waives any legal or equitable rights or remedies that it may possess against BIGMUDRA in relation to the dispute.

14. INDEMNIFICATION

- The Client hereby agrees to indemnify and hold harmless BIGMUDRA (including its directors, employees, representatives and agents) from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by BIGMUDRA /caused to BIGMUDRA on account of Client's use of the Platform or the Services, including but not limited to the violation of the T&C.

15. GOVERNING LAW AND JURISDICTION

- The T&C are governed and construed in accordance with the laws of India and the Client hereby submits themselves to the exclusive jurisdiction of courts and tribunals at Delhi, India. The Client irrevocably waives any objection it may have now or in the future to the choice of courts and tribunal of Delhi, India as an inconvenient forum.

16. SEVERABILITY

- Every provision contained in the T&C shall be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

17. WAIVERS

- Neither the failure to exercise nor any delay in exercising any right, power, privilege or remedy under the T&C shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.
- No single or partial exercise of any right, power, or privilege under the T&C shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

18. MISCELLANEOUS

- When you browse the BIGMUDRA website, we use cookies and/or pixel tags to collect information and store your online preferences. Cookies are widely used and most browsers are set up to accept them automatically. If you would prefer, you can choose to not accept cookies.
- It is important to note that cookies and pixel tags do not capture any information that can personally identify you. Based on your interaction with the BIGMUDRA website, we may communicate with you on third party channels including but not limited to for the purpose of promotion, marketing our wide range of products. Such communication may contain cookies that allow monitoring of websites (including our own websites that are part of our own Services) and your response to our communications. Cookies placed by these channels do not collect Personal Information.
- If you would prefer not to accept cookies, you can:
- Change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it
- Set your browser to automatically not accept any cookies.