

TERMS AND CONDITIONS

1. Terms of Use

1.1 Thank you for visiting www.impactp2p.com. By accessing or using the website ("Website/Impact P2P"), whether automated or otherwise, you, a registered or guest user in terms of the eligibility criteria set out herein ("User") agree to be bound by these Terms and Conditions ("Terms of Use") and any additional terms and conditions that are referenced below or otherwise may apply to specific areas of the Website, from time to time. We encourage our Users to read these Terms of Use carefully while using the Website.

1.2 The Website is owned and operated by Visionary Financepeer Limited a company incorporated under the provisions of the Companies Act, 2013 bearing corporate identity number U67200MH2017PTC292862. All references to Website in these Terms of Use shall deem to refer to the aforesaid entity in inclusion of the online portal.

1.3 The contents set out herein form an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and as amended from time to time. As such, this document does not require any physical or digital signatures and forms a valid and binding agreement between the Website and the User. Further, please be advised that these Terms of Use are made available to the User pursuant to and in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules, regulations, privacy policy and terms of use for access or usage of the Website.

1.4 We reserve the right to change these Terms of Use at any time. The changes will be effective from the date and time of the posting of such changes. By continuing to use the Website after we post any such changes, you accept the Terms of Use as modified.

2. Customer Eligibility

2.1 Use of the Website is available only to such persons who can legally contract under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. shall not be eligible to use the Website. If the person accessing the Website is a minor i.e. under the age of 18 years, such person shall not register as a User of the Website and shall not transact on or use the Website.

2.2 The Website reserves the right to terminate any membership and/or refuse to provide access to the Website if it is brought to the Website's notice or if it is discovered that the person accessing/using the Website is under the age of 18 years.

2.3 By accepting the Terms of Use, the User irrevocably declares and undertakes that he/she is of legal age i.e. 18 years or older and capable of entering into a binding contract and that such acceptance shall be deemed to form a contract between the Website and such User to the extent permissible under applicable laws.

2.4 The User must have a rupee denominated savings/current account with a bank in India.

2.5 User must have PAN (Permanent Account Number), allotted by Income Tax Department of India.

2.6 By accepting the Terms of Use, you acknowledge that you have also read and understood the risks involved in lending and/or borrowing through the Website.

2.7 Borrower Eligibility

2.7.1 Borrower must be a self-employee or a salaried individual.

2.7.2 Borrower must be based in India

2.7.3 Borrower should not be operating in any Prohibited Sectors

2.7.4 Borrower must not have an interest in any business that operates in any of the Prohibited Sectors

2.7.5 Borrower must be seeking a loan amount in multiples of INR 1,000 up to INR 10,00,000 with a loan term of not more than 36 months

2.8 Lender Eligibility

2.8.1 A lender should be either an individual; or

2.8.2 A lender should be authorized and regulated by the RBI to carry on the activity of lending money to individual/entity as lender

2.8.3 A lender should be authorized and regulated by any state/states of India to carry on the activity of lending money to individual/entity as lender

3. Registration on the Website

3.1 As indicated, any person may access the Website by registering on the Website

3.2 All eligible Users who wish/have to register themselves with the Website shall be required to create an account by filling in the details prescribed in the Website.

3.3 By applying for registration, the User agrees and authorizes Impact P2P to carry out such checks and verification as part of the registration process including but not limited to:

3.1.1 identity, KYC, fraud checks.

3.1.2 obtain a credit rating for Users from the Credit Information Bureau;

3.1.3 carry out residence and/or work verification at your employment location;

3.4 If any User provides any information that is untrue, false, not updated, and incomplete or the Website has reasonable grounds to believe that such information is untrue, false, not updated, incomplete, the Website shall have the right to suspend or terminate the relevant User account and refuse any and all current or future use of the Website (or any portion thereof).

3.5 Users of the Website may be required to provide certain personal information and expressly permit the Website for accessing and/or collecting and retaining such personal information of the Users. Such provision and/or collection, storage, retention, use and disclosure of the - personal information of the Users shall be subject to the Website's privacy policy available at <https://www.financepeer.com/Privacy-policy/>

3.6 Borrower Registration Fee: We will charge each Borrower a one- time registration fee of INR 600 for the services that we provide to the Borrowers. For any subsequent application, borrower will pay INR 600 for re-verification charges. These fees are non-refundable.

3.7 Lender Registration Fee: No registration fee is charged to the Lender.

4. Website Usage

4.1 To lend or borrow through the Website You must log on to Impact P2P Account.

4.2 All registered Users of the Website shall be solely responsible for activities relating to the account and the Website or the entity operating the same shall not in any manner be held responsible and/or liable for any illegal acts including but not limited to misuse, un-authorized access, hacking of the Website or refusal to access the Website due to such reason.

4.3 At the time of registration, all the Website Users shall have to confirm and acknowledge that they have been provided with copy of their respective loan agreement ("Loan Agreements") to be entered by the Borrower and the Lender, with respect to the peer-to-peer lending arrangement as contemplated on the Website. All Users shall further confirm they have read and understood all the terms and conditions of such Loan Agreements and upon execution will covenant and undertake to unconditionally abide by the same, without raising any defense of whatsoever nature in respect thereof. To view a copy of the Loan Agreement, please click on the link.

4.4 If any User learns or is made or becomes aware of any instance of hacking or misuse of its Impact P2P Account, it shall without delay notify the Website of the same.

4.5 We can refuse to act on any instruction received from User that we believe: (a) was unclear; (b) was not given by the user; (c) might cause us to breach a legal or other duty; or (d) suggests that the Website is being used for an illegal purpose.

4.6 The Website disclaims, and the User waives off, any and all claims/liabilities arising out of any unlawful usage of the Website, the personal information of the User, inaccessibility of the Website for any reason whatsoever, which are caused owing to causes beyond the control of the Website. While the Website employs best efforts to ensure the aforesaid, it cannot guarantee the same. No User shall trade or sell such User accounts in any manner whatsoever.

4.7 Notwithstanding anything contained herein, the Website may be inaccessible for such purposes as it may, at its sole discretions deem necessary, including but not limited to regular maintenance. The Website may intimate the Users from time to time regarding such inaccessibility. However, under no circumstances will the Website be held liable for any losses or claims arising out of such inaccessibility to the Users, and the User expressly waives off any and all claims/liabilities arising to this end.

4.8 The Website grants every User a limited, non-exclusive and revocable license to access the Website and only to the extent such use does not violate these Terms of Use including, without limitation, the prohibitions listed in clause 6.1 of the Terms of Use.

4.9 The User shall solely be responsible for obtaining access to the Website, and that access may involve third-party fees (such as internet service provider fees or airtime charges). In addition, the User must provide and shall be responsible for all equipment necessary to access the Website. The User may not bypass any measures that have been implemented to prevent or restrict access to this Website.

4.10 Any unauthorized use and/or access of/to the Website by a User (including any access through the registered account of that User or any device that the User may use to access the Website) shall terminate the permission or license granted to the User by the Website.

4.11 Under no circumstance shall any User save copies, download, and print or otherwise store any content of the Website for any commercial purposes. Accessing, downloading, storing, or otherwise using the content of the Website for any commercial purpose will constitute a material breach of these terms & conditions.

4.12 The Website strictly prohibits any use of the content available through the Website, including but not limited to: (i) any downloading, copying or other use of the content or the Website for purposes competitive to the Website or for the benefit of any third party; (ii) any caching, unauthorized linking to the Website or the framing of any content available on the Website; (iii) any modification, distribution, transmission, performance, broadcast, publication,

uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any content, products or Services obtained from the Website that the User does not have a right to make available (such as the intellectual property of another party); (iv) any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer; (v) using any hardware or software intended to surreptitiously intercept or otherwise obtain any information (such as system data or personal information) from the Website (including, but not limited to the use of any “scraping” or other data mining techniques, robots or similar data gathering and extraction tools); or (vi) any action that imposes or may impose (in the Website’s sole discretion) an unreasonable or disproportionately large load on the Website’s infrastructure, or damage or interfere with the proper working of the Website’s infrastructure.

4.13 The Website reserves the right to refuse or cancel any registration of its Users, remove any person from the Website and prohibit any person from using the Website for any reason whatsoever, and to limit or terminate such access to or use of the Website at any time without notice.

.

.

11. Use of Content

While using the Website, the User specifically undertakes not to host, display, upload, modify, publish, transmit, update or share any information or content that:

(i) belongs to another person and to which the User does not have any right to;

(ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;

(iii) Harms minors in any way;

(iv) Impersonates any person or entity, or falsely state or otherwise misrepresent the User’s affiliation with a person or entity;

(v) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation;

(vi) infringes any patent, trademark, copyright or other IPR (defined below);

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

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

(ix) engages in any activity that interferes with or disrupts access to the Website or the Products (or the servers and networks which are connected to the Website);

(x) attempts to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any Website server, or to any of the Products offered on or through the Website, by hacking, password mining or any other illegitimate means;

(xi) probes, scans or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;

(xii) disrupts or interferes with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or a ny affiliated or linked sites;

(xiii) uses the Website or content therein for any purpose that is unlawful or prohibited by the Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Website or other third parties;

(xiv) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

(xv) Violates any code of conduct or other guidelines, which may be applicable for or to any p articular service;

(xvi) Violates any applicable laws or regulations for the time being in force within or outside India;

12. Indemnity

12.1 The User hereby indemnifies, defends and holds harmless the entity owning and operating the Website, its subsidiaries, affiliates, vendors, agents and their respective directors, officers, employees, contractors and agents (herein after individually and collectively referred to as " indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory

fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with:

(i) The User's breach of these Terms of Use; or

(ii) Any claims made by any third party due to, or arising out of, or in connection with, the User's use of the Website; or

(iii) Any claim that any third party IPR, proprietary information, content or materials provided by the User causes any damage to a third party; or

(iv) Violation of any rights of any third party by the User, including any IPR; each an "Indemnity Event".

12.2 Upon occurrence of an Indemnity Event, the Website may notify the User of any claims which the User shall be liable to indemnify the Website against. The User shall then be obligated to consult with the Website regarding the course of action to be undertaken in defending such a claim.

12.3 The User shall not compromise or settle any claim or admit any liability or wrongdoing on the part of the Website without the express prior written consent of the Website which can be withheld or denied or conditioned by the Website in its sole discretion.

12.4 Notwithstanding anything to contrary, in no event shall the Website, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to the User for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not the Website has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with the User's use of or access to the Website or the Product.

13. Intellectual Property Rights

13.1 Intellectual Property Rights ("IPR") for the purpose of these Terms of Use shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights and further shall also include but not be limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code in relation to the Website.

13.2 All IPR on the Website exclusively belong to either the Website or the third party sellers and suppliers, as the case may be. Under no circumstance shall any User infringe in any way such IPR of the Website, a third party supplier or seller during or pursuant to its use of the Website for any purposes whatsoever.

13.3 All those IPR arising as a result of domain names, internet or any other right available under applicable law shall vest in the domain of www.impactp2p.com as the owner of such domain name.

13.4 The Parties hereto agree and confirm that no part of any IPR mentioned hereinabove is transferred in the name of User and any IPR arising as a result of these presents shall also be in the absolute ownership, possession and our control or control of its owners/permitted assigns, as the case may be.

13.5 Except as expressly provided herein, the User acknowledges and agrees that it shall not copy, republish, post, display, translate, transmit, reproduce or distribute or in any other way infringe any IPR through any medium without obtaining the necessary authorization from the Website or the thirty party owner of such IPR.

14. Report Abuse Policy

14.1 In the event the Website or any User becomes aware of any objectionable content on the Website including but not limited to violation of privacy, misuse of personal information or violation of any IPR, in violation of these Terms of Use then, the Website, by itself or upon receipt of a communication from any of its Users, without any prior notice take down such objectionable content from the Website.

14.2 For any reporting in respect of the aforesaid, the User should contact the Website at support@impactp2p.com

14.3 If a feedback comment or any communication made between Users and the Website or email communication between Users in relation to transactions conducted on the Website contain profanity, please submit a request for action/removal. Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

14.4 The Website shall consider the circumstances of an alleged policy violation and the User's trading records before taking action violations of this policy may result in a range of actions, including: (a) limits placed on account privileges; (b) loss of special status; (c) account suspension.

15. Feedback, Information and Customer Service

15.1 The Website reserves the right, at its sole discretion to use such information for upgrading/enhancing the Website and such use shall be entirely unrestricted.

15.2 The Website may at its discretion, also make any modifications or changes to the Website and its content on the basis of such feedback or information.

15.3 In the event that the Website makes any changes or modifications to the Website on the basis of any such feedback, the User shall not have any rights or title (including any IPR) in such changes or modifications to the Website or Products listed therein.

15.4 By submitting any feedback or any information, the User hereby warrants that (i) the feedback does not contain confidential or proprietary information belonging to the User or any other person; and (ii) shall not be entitled to any compensation or reimbursement of any kind from the Website for the feedback under any circumstances.

15.5 If you want to make a complaint about the Loan Agreement or Impact P2P you can email support@impactp2p.com with brief details of your complaint and your account reference. We will then investigate and send you an initial response within five working days.

16. Applicable Law

These Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The courts in Mumbai shall have exclusive jurisdiction in respect of any matters or disputes arising out of or in connection with or in relation to Impact P2P.

17. Dispute Resolution

17.1 In the event any dispute arises out of or in connection with the Terms of Use herein, including the validity hereof, the parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) calendar days, gives a notice to this effect, to the other party in writing.

17.2 In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be appointed by the Website. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 and shall be held in Mumbai, India. The language of arbitration shall be English. The adjudication of any dispute will be the exclusive jurisdiction of the courts of Mumbai, India.

18. Jurisdictional Issues

Unless otherwise specified, the products/items listed on the Website are solely for the purpose of delivery in India. The Website shall under no circumstance be held liable for use or availability of Products for use in locations/countries other than India.

19. General Provisions

19.1 Notice: All notices to be issued pursuant to these Terms of Use shall be served to the User by email or by general notification on the Website. Any notice to be sent to the Website pursuant to these Terms of Use shall be sent to the Website's grievance officer by e-mail at support@impactp2p.com

19.2 Assignment: This Terms of Use shall not be assigned or otherwise transferred by the User. However the Website's obligations under these Terms of Use are freely assignable or otherwise transferable by the Website to any third parties without the requirement of seeking the Users prior consent.

19.3 Severability: If any provision of these Terms of Use is void, or is so declared, such provision shall be severed. The Terms of Use shall otherwise remain in full force and effect.

19.4 Waiver: Any failure or delay by a party to enforce or exercise any provision of these Terms of Use, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

19.5 Relationship and Exclusivity. Nothing in these Terms of Use shall constitute or be deemed to constitute a partnership, joint venture, agency or the like between the parties hereto or confer on any party any authority to bind the other party or to contract in the name of the other party or to incur any liability or obligation on behalf of the other party.

19.6 Force Majeure: If performance of any service under these Terms of Use by the Website is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of the Website and could not have been prevented by reasonable precautions then the Website shall in to be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whatsoever, amount to a breach by the Website of its obligations herein.

21 Monitoring

Impact P2P shall have the right, but not the obligation, to monitor the content of the Website at all times, including any chat rooms and forums that may hereinafter be included as part of the Website, to determine compliance with this Agreement and any operating rules established by

Impact P2P, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, Impact P2P shall have the right to remove any material that Impact P2P, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

22. License Grant

By posting communications on or through this Site, User shall be deemed to have granted to Impact P2P a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees.

23. Payment Details

You agree, understand and confirm that the payment details provided by you for availing of services on Impact P2P will be correct and accurate and you shall not use payment methods which are un-lawfully owned by you, thus you must not pay or attempt to pay for services using fraudulent credit card information. You further agree and undertake to provide the correct and valid credit card details to Impact P2P. Further the said information will not be utilized and shared by Impact P2P with any third parties unless required for fraud verifications or by law, regulation or court order. Impact P2P will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively yours.

24. Fraud Checks

Impact P2P reserves the right to recover the cost of Service(s) and Product(s), collection charges and lawyers' fees from persons using the Site fraudulently. Impact P2P reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or omissions in breach of these terms and conditions.

25. RBI guidelines

25.1 Reserve Bank of India does not accept any responsibility for the correctness of any of the statements or representations made or opinions expressed by Impact P2P and does not provide any assurance for repayments of the loan lent on Impact P2P platform.

25.2 The borrower explicitly provides consent to Impact P2P to share the borrower credit information (including transactions on the platform) with the Credit Information Companies as required by RBI Guidelines.

25.3 Reserve Bank of India does not accept any responsibility for the correctness of any of the statements or representations made or opinions expressed by Impact P2P and does not provide any assurance for repayments of the loan lent on Impact P2P platform.

25.2 The Customer needs to adhere the following links Fair Practices Code and Grievance Redressal Policy.

26. Cancellation Policy

Please note that there may be certain instruction to remit payments or seek rendition of services that Impact P2P is unable to accept shall be cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. The borrower(s) and lender(s) are required to note that negative third party verification report(s) are crucial factors considered during the funding process. We may also require additional verifications or information before accepting any instruction or registering you on are portal as a lender or a borrower. The funding may get rejected at any stage due to lack of information or verifiable information.

27. Fraudulent /Declined Transactions

Impact P2P reserves the right to recover the cost of Service(s) and Product(s), collection charges and lawyers fees from persons using the Site fraudulently. Impact P2P reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or omissions in breach of these terms and conditions.

Standard Terms and Conditions applicable to Individual Consumer of Impact P2P :

Definitions:

"Credit Information Report" "means the credit information / scores/ aggregates / variables / inferences or reports which shall be generated by CIBIL/Experian/Equifax/CRIF;

"Credit Score" means the score which shall be mentioned on the Credit Information Report which shall be computed by CIBIL/Experian/Equifax/CRIF.

"CICRA" shall mean the Credit Information Companies (Regulation) Act, 2005 read with the Credit Information Companies Rules, 2006 and the Credit Information Companies Regulations, 2006, and shall include any other rules and regulations prescribed thereunder.

The borrower agrees to the following:

- a) Impact P2P shall access your Credit Information as your authorized representative and IMPACT P2P shall use the Credit Information for limited End Use Purpose consisting of and in relation to the services proposed to be availed by me from Impact P2P. It shall not aggregate, retain, store, copy, reproduce, republish, upload, post, transmit, sell or rent the Credit Information to any other person and the same cannot be copied or reproduced other than as agreed herein and in furtherance to CICRA.
- b) The Parties agree to protect and keep confidential the Credit Information both online and offline.
- c) The relationship between customer and IMPACT P2P shall be governed by laws of India and all claims or disputes arising there from shall be subject to the exclusive jurisdiction of the courts of Mumbai