

## TERMS AND CONDITIONS FOR THE LENDERS

THESE TERMS AND CONDITIONS FOR LENDER (“**Agreement**”) is made at the place and on the date as stated in application form duly filled and signed by the (1) **The Person(s)**, who are enrolled as lenders, pursuant to a registration process on the Platform (as defined below) (hereinafter referred to as the “**Participant**” which expression shall be deemed to mean and include his / her / its/ their respective legal heirs, administrators, executors, legal representatives and successors of the **First Part**; and (2) **Visionary Financepeer Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number U67200MH2017PTC292862 and its registered office at 20, Sarita Apartments, Bandra Reclamation, Bandra West, Mumbai (hereinafter referred to as the ‘**Financepeer**’, which expression shall, unless it be repugnant to the subject or context thereof, shall mean and include its successors, transferees and assigns), of the **Second Part**.

Each is hereinafter referred to individually as ‘**Party**’ or collectively as ‘**Parties**’.

### WHEREAS

- A. Financepeer is a non-banking financial company peer to peer lending engaged in the business of providing peer to peer lending platform, *i.e.* impactp2p.com (“**Platform**”) for enabling of loan facilitation *via* online medium or otherwise, to a wide range of participants.
- B. Financepeer provides the Platform to bring together people who are willing to borrow and lend, with a view that people come forward to support one another. While Financepeer neither lends nor borrows, it facilitates a transaction of borrowing and lending between such persons.
- C. The Participant is engaged in carrying on *bona fide* activities for business and livelihood and intends to utilize the Platform provided by Financepeer to lend certain sums of monies to various persons, from time to time, on the terms and conditions as provided hereunder and the Parties have accordingly agreed to record their understanding and execute these presents.

### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

#### 1. **Purpose and Methodology:**

- (a) The Participant intends to utilise its/his surplus funds to lend to persons in need, so as to earn interest thereon and will therefore utilise the Platform provided by Financepeer, which facilitates interactions between the persons interested in lending and those interested in borrowing, so that the lenders can, basis the information furnished by the borrowers, decide on the persons to whom they can lend.
- (b) Financepeer shall provide the Participant with access to database of persons who intend to borrow certain sums of monies through the Platform. Financepeer will in no manner collect deposits from the Participant or any person who would like to earn interest on their money by lending. Financepeer will only provide support to the Participant in verifying the details of the borrower, on best effort basis, basis the details furnished by the borrower(s).
- (c) Financepeer may undertake credit assessment of the borrower(s) to understand the risk of default. For this purpose, financial, social and personal background check may be undertaken, basis certain documents submitted by the borrowers, such as income tax

returns and bank statements. Various factors that may be considered for credit evaluation mechanism are:

- (i) **Stability:** is understood basis the nature of borrower's residence i.e. rented/self-owned, length of stay at the same address, length of employment in the same organization, etc.
  - (ii) **Ability:** is evaluated by studying the borrower's income & expenditure behaviour. For example, a healthy percentage of income saved reflects better ability of borrower to repay his/her financial liabilities.
  - (iii) **Intention:** is understood by analyzing the past repayment behaviour of the borrower towards his financial liabilities. Delayed repayments in past financial transactions reduce the chances of loan approval. For this purpose, bureau reports are procured (with prior consent from the borrowers) and evaluated.
  - (iv) **Bank Statements:** helps to judge banking habits of the borrower. Several parameters like average monthly balance, cheque bounce and unaccounted transactions, if any, are taken into consideration for assessment of a borrower's creditworthiness.
- (d) **Verification:** Telephonic verification may be undertaken to get first-hand information from the borrowers, physical verification at both the residence & office address may also be undertaken. Multiple parameters are checked through artificial intelligence, along with digital KYC and account analysis. All documents submitted by the borrowers may also be verified for forgery. The Participant shall chose the persons to whom he intends to lend the monies decided by him, on the commercial terms and conditions as applicable to each such person(s), which shall be made available by Financepeer to the Participant.
- (e) To ensure secure, fast and smooth transfer of funds with every transaction on the Platform, Financepeer has opened a "*Lenders' Escrow Account*" with IDBI Bank. Participant will need to transfer the amount he wishes to lend through Platform of Financepeer, into such Lenders' Escrow Account.
- (f) Once the loan transaction of the Participant with the particular borrower(s) is complete, Financepeer will transfer the relevant amount from the Lenders' Escrow Account directly to the borrower's bank account. The salient features of such Lenders' Escrow Account are:
- (i) Financepeer does not have any right to intervene or option to withdraw monies from such account for its own use.
  - (ii) The Participant shall give instructions, through Financepeer, to the trustee, who in turn will forward such instructions to the escrow bank for execution.
  - (iii) Financepeer cannot do any transactions, only view the transactions done through the Lenders' Escrow Account.
  - (iv) The trustee will independently audit the operations of the Lenders' Escrow Account on a regular basis.
- (g) To ensure secure, fast and smooth transfer of funds with every transaction on the Platform, Financepeer has opened a "*Borrowers' Escrow Account*" with IDBI Bank. The Borrowers will need to transfer the amounts due and payable by them to the lenders, into such Borrowers' Escrow Account. After the loan is disbursed, the borrower will pay the EMIs on or before the stipulated date of every month. If a borrower fails to pay an EMI within a

stipulated time, a penalty is levied on the borrower which is payable to the Participant. The first EMI is payable by cheque. Thereafter, repayments– EMI and pre-closure – are made through an online, automated procedure. Every month the entire EMI amount is collected directly (through auto-debit) from the borrower’s account to the Borrowers’ Escrow account, from where it gets reflected in respective lenders virtual account.

- (h) The Participant can anytime withdraw monies due to him and lying to the credit of the Borrowers’ Escrow Account, by simply writing to Financepeer and the monies will be transferred to his bank account within 3 (three) working days.
- (i) Once the Participant has pre-funded the Lender’s Escrow account with the amount he wishes to lend, he can start lending by sending proposals to borrowers. Loan listings are made available to the Participant along with relevant financial, credit and personal details of each borrower. The Participant can use this information to make an informed choice and send a proposal to fund the borrower. Offers are accepted on first come first served basis. The Participant can fund up to INR 50,000/- (Rupees Fifty Thousand only) of a borrower’s total loan requirement.
- (j) **Loan Disbursal:** Loan disbursal to the borrowers shall begin only after the loan agreement has been signed by them and the borrower has provided the required number of post-dated cheques towards their payment obligations and repayment of the first EMI.
- (k) **Loan Agreement:** Financepeer facilitates the signing of legally-binding agreement between the borrower and the lenders. Participant hereby authorizes Financepeer on its behalf to enter and execute loan agreement with borrower from time to time, copy of which shall be provided to the Participant, if requested. To facilitate smooth signing of such loan agreement and related documents, the Participant shall grant a letter of authority to Financepeer to execute such agreement and other documents on behalf of the Participant. Financepeer will execute such agreement and other documents on behalf of the Participant, with the borrower and then sent through email, if requested, for their records.
- (l) **Collection Activity:** P2P lending is a market-linked asset class, open to the risk of default. We urge all lenders/Participants to go through default rates and understand the risks involved before investing. At Financepeer, we try to keep default-rate to a minimum by taking numerous steps to mitigate risk. Every borrower registered with us is identity-checked, credit-checked and risk-assessed by our experienced team to ensure that only highly-curated are listed on the Platform. The loan is disbursed only after the borrower signs the legally binding loan agreement. Auto reminders (SMS and/or call) are sent to all borrowers 3-5 days before the EMI due date. However, though we do our best to manage the risk at every step, defaults can happen. In case of default, Financepeer has following 4-step soft recovery process to collect pending payments on behalf of lenders:
  - In-house collection team establishes communication with defaulting borrower and follows-up for pending payments (call/SMS);
  - Legally-compliant collection agencies follow-up;
  - Legal-notice is sent on behalf of the lenders. Expenses incurred for sending legal notices and by recovery agency are borne by the lender;
  - Legally-compliant recovery agencies try to recover pending amount on behalf of lenders.

(m) Collection and Recovery Process is on best-effort basis which may not result in recovery and hence the risk of loss of both principal and interest exists. Financepeer is only an intermediary providing an online platform to connect borrowers and lenders and as such is not liable in any manner for any default of the borrowers. We urge you to read all terms and conditions thoroughly and understand all the risks involved before lending.

2. **Representations, Warranties and Covenants of the Participant:** The Participant hereby represents, warrants and covenants as follows:

- (a) It has read this Agreement and the applicable terms and conditions, and have fully and completely understood the same.
- (b) It acknowledges that Financepeer is not engaged in either grant of loan or borrowing any money from any persons in relation to the services mentioned hereunder.
- (c) It acknowledges that neither Financepeer nor any of its subsidiary or affiliate has any interest in either grant of loan or in borrowing money from a person through the P2P Platform.
- (d) It will not borrow money to lend, either from through Financepeer or otherwise.
- (e) It will honor its commitments and not renege on its loan offers after listing it with Financepeer.
- (f) It will not pester borrowers during the course of or after the completion of the deal. This would include not communicating directly for loan recovery, not pestering about additional details in attempt to personally verify borrower's credentials etc.
- (g) In case of default in repayment of loan by any borrower(s), it will deal with recoveries through approved legal advisors. Financepeer has a fair mechanism adhering to legal procedures as per the law of the land. However, Financepeer is just the facilitator and not an intermediary or holder of the funds, and hence is not responsible for the amounts transacted in the course of a deal.
- (h) It is responsible for all and any decision that it has taken to lend through Financepeer and Financepeer does not take any responsibility for that.
- (i) It acknowledges that Financepeer in no manner warrants or guarantees the performance of a service provider that is providing services with respect to the services being offered by Financepeer.
- (j) It acknowledges that Financepeer in no manner warrants and guarantees that the borrower of loan has provided all the required information which is true and correct including its address, phone numbers etc. Financepeer is in no manner liable if the information provided by the borrower is untrue or incorrect. It will adhere to all laws relating to income tax and pay its taxes on income so generated.
- (k) It acknowledges that Financepeer is not at all responsible for any claim or damage in case either the person who has agreed to grant loan has not granted loan or the person who has agreed to repay the loan do not repay the loan or misrepresents about its financial status or commits a fraud or a cheating or any other such illegal act.
- (l) It acknowledges that it has taken expert advice from a legal consultant or any other expert so required about its status to lend using the services provided by Financepeer.

- (m) Financepeer holds the complete right to de-activate the Participant on its own accord if the Participant is suspected or found to be from competitor, engaging or trying to engage in any malicious activity.
  - (n) Financepeer services are not available to persons under the age of 18 (Eighteen) or of unsound mind or who are declared insolvent or to any persons suspended or removed from the system by Financepeer for any reason. The Participant represents that it is of legal age to form a binding contract and is not a person barred from receiving any services or goods under the laws as applicable in India. Further, he/she is more than 18 (Eighteen) years of age in case of an individual and a validly incorporated entity in case of an artificial person.
  - (o) The Participant is prohibited from selling, trading, or otherwise transferring their Financepeer Platform account to another party, without the express written consent of Financepeer. If it does not qualify, it may not use the services provided by Financepeer.
  - (p) It agrees to provide true, accurate, current and complete information about itself as required to be submitted from time to time. If it provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Financepeer has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Financepeer has the right to suspend or terminate its account and refuse any and all current or future use of the services (or any portion thereof). As Financepeer enables borrowers to find lenders and lenders to find borrowers, it considers provision of wrong information willingly an act that would constitute misrepresentation, fraud and cheating. Financepeer reserves the right to refuse services, terminate accounts, or remove or edit content in its sole discretion. In the event, Financepeer finds that the information shared by you is incorrect or that the you are in breach of terms or conditions of the Platform or you are in default of the your agreements with Financepeer then in such case Financepeer may add your name and details in the list of persons who are blacklisted from lending through Financepeer.
  - (q) By providing information or undertaking communications through Financepeer, you shall be deemed to have granted to Financepeer 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.
  - (r) It acknowledges that it is aware of all its rights, duties and applicability of various laws including not limited to Money Lending Act, Income Tax Act, or any other statute, or law, which may govern the lending and borrowing of monies within your State of residence or from where you ordinarily conduct your business.
3. **Representation And Warranties of both the Parties:** Each of the Parties hereby represent and warrant the following to the other Party: (a) it has all the requisite legal power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) it shall from time to time, use all commercially reasonable efforts to obtain consent(s), approval(s), order(s) or authorization(s) of, and/or registration(s), licenses, declaration(s) or filing(s) with, any court(s), administrative agency(ies) or commission(s) or other governmental authority(ies) or instrumentality(ies), which are required in connection with the execution, delivery or performance of this Agreement and carrying out of their business, other than those which have

already been obtained; (c) The contents of this Agreement are in compliance with all applicable statutes, rules, regulations or guidelines laid down by the relevant authorities; (d) Nothing contained in this Agreement is inconsistent with any other policies, obligations, contracts, agreements or instruments that have been executed by either Party internally, or with third-parties; (e) The Parties agree to abide by all laws in performing their obligations and giving effect to the terms of this Agreement; and (f) The authorised representatives of the Parties signing this Agreement are fully authorised in this regard as per prevailing procedures, and the Parties have completed all required corporate actions necessary to execute this Agreement.

4. **Commercials and Payment Terms:** In view of the facilitation of the loan to the borrowers through its services, the Participant shall be liable to pay certain charges to Financepeer, in the form of transaction fees / commission, at rates as may be mutually agreed between the Parties from time to time. For the loans facilitated during a particular month by Financepeer, Financepeer shall raise invoice for the transaction fees / commission as agreed between the Parties, upon the Participant once every month and each such invoice shall be paid, in full, within 7 (Seven) days from the date of the invoice. Breach of the payment obligations by the Participant shall amount to material breach of this Agreement, which may entitle Financepeer to immediately termination this Agreement. In the alternative, Financepeer may organise the payment in the form of loan to the borrower(s) from the funds provided by the Participant, after deduction of the relevant amount of the transaction fees / commission in respect thereof. The Parties agree that the rates of commission / transaction fees agreed between the Parties and which are payable by the Participant to Financepeer, shall be excluding the applicable taxes, and the payment of GST in specific shall be the responsibility of the concerned party, as per law.
5. **Privacy Policy:** Any personal information collected by Financepeer shall not be disclosed to any third party unrelated to Financepeer's business unless such a disclosure is authorized or required by law, or Participant has expressly consented to such a disclosure. However, by executing this Agreement and accepting the terms and conditions as notified from time to time, Participant grants Financepeer an unconditional right to share its personal information with Financepeer's partners, affiliates, employees and agents for administrative purpose.
6. **Cancellation by Financepeer:** There may be certain instructions to remit payments or seek rendition of services that Financepeer may be unable to accept and will therefore be cancelled. Financepeer reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Financepeer may also require additional verifications or information before accepting any instruction or registering you as a lender. Participant may note that negative third party verification report(s) are crucial factors considered during the funding process. The funding may get rejected at any stage due to lack of information or verifiable information.
7. **Fraudulent Transactions:** In case of fraudulent use of the services of Financepeer by the Participant, Financepeer reserves the right to recover the cost of service(s), collection charges and lawyer fees for using the services fraudulently. Further, Financepeer reserves the right to initiate legal proceedings against the Participant for fraudulent use of the services and any other unlawful acts or omissions in breach of this Agreement and the terms and conditions.
8. **Limitation of Liability:** Financepeer, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness and/or timeliness of any services, content, information, software, text, graphics, links or communications provided

on or through the use of the services/Platform or that the provision of the services will be error free and/or uninterrupted. Consequently, Financepeer assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure or interruption of any services, data or other information in connection with the services; and/or any interruption or errors in the provision / operation of the services.

**Participant expressly understands and agrees that financepeer and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to participant for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if financepeer has been advised of the possibility of such damages), resulting from the services or any related goods and services, or misrepresentation, fraud, coercion, breach of trust, misappropriation, cheating or for any other such reason of its users or third parties.**

The Participant further, with immediate effect, waives any right which had accrued to him from using the services to initiate any legal action against Financepeer. The Participant also acknowledge and understands that the credibility of a lender or a borrower as communicated from time to time is based on the information that is provided to Financepeer. In case there is a non-disclosure of information to Financepeer, and the judgment of Financepeer is impaired and the ratings or credibility of a lender or a borrower is not found to be correct, Financepeer shall not be responsible for any claims or liabilities. Financepeer in any event is not responsible for any default in return of money that is borrowed from the Participant and the Participant (subject to the terms of this Agreement) shall have exclusive right to initiate proceedings against the defaulter borrower. Financepeer is not obliged to provide any information and support to the Participant, beyond the support contemplated under this Agreement. This limitation of liability section shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this Agreement and the terms and conditions

**Indemnity:** Participant agrees to indemnify and hold Financepeer (and its officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, or arising out of or related to your breach of this Agreement, or your violation of any law or the rights of a third party, including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this Agreement or arising out of violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this Agreement.

9. **Communication:** Financepeer will communicate with you through any of the mode using email, SMS and telephone or all of them or any other mode. You must provide a valid email address and contact telephone and/ or mobile number to Financepeer for this purpose. Please note Financepeer will not be able to contact you in case your number is part of DNC (Do Not Call) list as generated by TRAI (Telecom Regulatory Authority of India). In this case, we request you to call us on our call center number. When you use the services or send emails to Financepeer, you are communicating with Financepeer electronically. You consent to receive communications from Financepeer electronically. From time to time, Financepeer will also send you marketing material. We use third-party service providers to serve ads on our behalf

across the internet. They may collect anonymous information about your interaction with our services. They may also use information about your interactions to target advertisements for goods and services. This anonymous information is collected through the use of a pixel tag, which is industry standard technology used by most major websites. If you do not wish to receive such material, you may unsubscribe from our mailing list at any time by using the unsubscribe function in the electronic marketing communication. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

10. **Disclaimer of warranties:** All details of the participants and their financial status, included in or available through the services are provided for use without warranties of any kind, either express or implied. Financepeer, its shareholders, its holding company, its subsidiaries, and its licensors do not warrant that the information or other material by any person is correct including his financial status or capability or has not approached the other user of the services with a criminal intent to either cheat or misappropriate or deny any other user of its legitimate claims. By providing any content, representation or statement of your financial status or your proof of residence, you represent and warrant that you have the lawful right to reproduce and distribute such content and that the content complies with all laws and is true and authentic and is not in any event provided to defraud other users or create a false impression in their minds that you have a sound financial status or are reasonably committed to deliver the commitments on time. You also represent that you have not ever been accused to any fraud, misrepresentation or default in your commitments, claims or monies to any third party whether a financial institution or not. You also represent that there are no outstanding disputes in connection with your moral turpitude or financial status. You hereby represent and warrant that you are legally competent to execute, be bound by and adhere to terms and conditions of this agreement and the terms and conditions notified by financepeer. Your use of the services is solely at your risk. You agree that financepeer shall have no responsibility for any damages suffered by you in connection with the services or any content contained therein or any damage suffered in the event of default or misrepresentation by any other user of the services.
11. **Intellectual Property Rights:** The trademarks, logos and service marks (“**Marks**”) displayed in relation to the services (including on the Platform) are the property of Financepeer and other respective persons. You are prohibited from using any Marks for any purpose without the written permission of Financepeer or such third party which may own the Marks. All information and content including any software programs available on or through the services (“**Content**”) is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available in respect of the services for commercial or public purposes. Similarly, Financepeer recognises that all the intellectual property associated with the Participant belongs to it/him/her, who is the owner of its trademarks, logos and branding and Financepeer acknowledges that Financepeer does not have any right to modify, or claim any right in any of Participant’s intellectual properties. The provisions of this clause shall survive indefinitely beyond the term of this Agreement, and subsequent to termination. Participant hereby grants Financepeer a non-exclusive, royalty free, license to use Participant’s logos and name in its advertising, literature and websites solely in connection with the marketing and sale/resale of services.

12. **Relationship of Parties:** Nothing in this Agreement shall provide the impression that you are an agent or representative of Financepeer, or vice versa. The Parties are independent entities engaging in this Agreement for mutual commercial benefit, and neither Party shall be considered the representative of the other Party, under any circumstances, and neither Party shall be entitled to make any representation, binding or otherwise, or enter into any contract or obligation on behalf of the other Party. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the Parties. This Agreement is not intended and will not be construed to create any rights in favour of and remedies or liabilities against any third parties.
13. **Dispute Resolution, Governing Law and Jurisdiction:** The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails and no resolution is achieved within 15 (Fifteen) days, then such dispute or claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the [Indian] Arbitration and Conciliation Act, 1996. All hearings will be held at Mumbai, India and shall be conducted in English. Financepeer shall appoint a sole arbitrator to preside over the arbitration proceedings. This Agreement shall be governed by and construed in accordance with the laws of India. The adjudication of any dispute will be the exclusive jurisdiction of the courts of Mumbai, India.
14. **Notice:** Any notice, communication or documents by a Party to the other Party may be given by personal delivery, courier, registered post, fax or email at the address mentioned in the description of the Parties. The notice shall be deemed to have been served upon the Party to whom it is meant, upon delivery if delivered by hand; after the expiry of three days if delivered through pre-paid post addressed to the concerned Party; when sent by facsimile upon transmission; and for electronic mail, upon the obtaining of a valid return receipt from the recipient.
15. **Term and Termination:** This Agreement shall be valid from the Effective Date and shall remain valid unless terminated earlier in accordance with the terms hereof. This Agreement can be terminated by either Party without cause upon giving a prior written notice of 30 (thirty) days to the other Party. Either Party may terminate this Agreement forthwith in the event of any breach of the provisions of this Agreement by the other Party, or pursuant to any deficiency in the obligations to be fulfilled in terms of this Agreement or any breach of applicable law if after giving notice of such breach or deficiency, the same is not remedied within 15 (Fifteen) days from the date of receipt of such notice. No compensation or damages shall be payable by either Party in the event of such termination but such termination shall be subject to the rights and obligations already accrued in favor or against the respective Parties. Furthermore, this Agreement can be terminated without any notice period with the mutual consent of the Parties. The termination of this Agreement shall not affect any rights of either Party that have accrued till the date of termination.
16. **Others/Miscellaneous:**
  - (a) Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of this agreement or of any clause.
  - (b) The Agreement cannot be assigned (nor any duties hereunder be delegated) by you without the express written consent of Financepeer. Provided that Financepeer may assign this Agreement to any parent, subsidiary or affiliated entity, or any entity which acquires all or

substantially all of its assets or business and shall provide you with ten (10) days written notice of such assignment. Any purported assignment not permitted hereunder shall be void.

- (c) Notwithstanding the provisions contained herein, no liability shall attach to any Party including third parties, in the event of its failure to observe the terms hereof, if such failure is caused by reasons of, or on account of, or in consequence of any act of God or act of Government, plague, famine, epidemic, fire, storm, floods, war, mutiny, riot, civil commotion, disturbances, power supply disruption, union action, union strikes, extraordinary failure of equipment, port congestion, Government statute or imposition, road blockage accident of vehicle carrying the materials, transporters' strike or any other cause whatsoever beyond the reasonable control of the concerned Party, which would make performance commercially impracticable, whether or not the contingency is of the same class as those listed above.
- (d) No failure or delay by the Parties in exercising any right or remedy provided by applicable law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy.
- (e) If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- (f) This Agreement, read with the terms and conditions, as notified by Financepeer from time to time, constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all previous negotiations, commitments, writings and representations, written or oral thereto.
- (g) Financepeer reserves the right at all times to discontinue or modify any of the terms and conditions of its services including this Agreement, as may be deemed necessary or desirable, without prior notification or consent from you. Such changes may include, among other things, the adding of certain fees or charges. We suggest to you, therefore, that you re-read the notice containing our terms and conditions from time to time in order. 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 Financepeer and the Participant.