



## **Loan - Terms and Conditions**

These Loan Application Terms ("Terms") govern the loan application process with Mudhalpadi, an offering of Zoho Finance Private Limited ("ZFPL"). By submitting your information as part of the loan application, you agree to abide by these Terms.

- 1. Eligibility Criteria :** By applying for the loan facility ("Loan"), you certify that you are eighteen (18) years of age and you are a citizen of India. You further declare that (i) no insolvency proceedings or criminal actions are pending against you; and (ii) you have not been adjudicated by any court or authority, and no receiver, administrator, or similar officer has been appointed for your assets.
- 2. Conflict of Interest Disclosure :** You declare that you are not (i) a Director or relative of a Director of ZFPL, (ii) a firm in which the Director or relative of the Director of ZFPL is in the capacity of a major shareholder/ director/ manager/ partner/guarantor/employee; or (iii) senior officer or relative of a senior officer at ZFPL. You understand and agree that if this declaration is found to be false, then ZFPL shall have the right to cancel the Loan granted to you.
- 3. Purpose of Loan :** You confirm that the Loan will be utilized for the purpose stated in the loan application form ("Loan Application") and you will not utilize the Loan for illegal, fraudulent, speculative, nefarious, or unlawful purposes.
- 4. Accuracy of Information :** You declare that all the details furnished as part of the Loan Application are true, accurate, current and complete and you undertake to notify ZFPL promptly in the event of any change in the details. You further declare that the details provided belong to you and do not pertain to anyone else. If at any point ZFPL becomes aware that the details furnished are false, inaccurate, misleading or misrepresenting, ZFPL reserves the right to (i) reject your Loan Application; (ii) order immediate repayment of any disbursed funds; or (iii) take appropriate actions in accordance with applicable laws and regulations.
- 5. Processing of Loan Application :** ZFPL shall not process any incomplete or defective Loan Application ("Defective Application") and shall not be responsible for any delays that may result owing to such Defective Application. You acknowledge and agree that ZFPL shall have the absolute discretion to reject the Loan Application without assigning any reasons thereof.

6. **Loan Approval** : Your submission of this Loan Application does not imply automatic approval of the Loan by ZFPL and no commitment has been made by ZFPL regarding the same. You understand and agree that the sanction of the Loan, its limit and disbursement is at the sole discretion of ZFPL.
7. **Submission of Additional Documents**: ZFPL may request additional documents beyond those initially collected with the Loan Application. You agree to promptly respond to ZFPL's requests for such additional documents. You understand and agree that failure to provide requested documents within the stipulated timeframe may result in delays in processing the Loan Application or may affect your eligibility for the Loan. Further, you agree to send the requested documents through email or such other modes as specified by ZFPL. You recognize and assume the risks associated with the submission of the additional documents through these applications or information-sharing channels, including but not limited to the risk of loss or delay of transmitted documents.
8. **Processing Fee** : You acknowledge and agree that disbursement of the Loan is subject to the deduction of the applicable processing fee. You further acknowledge that the processing fee is non-refundable and forms an integral part of the loan transaction.
9. **Payment Declaration** : You confirm that no payment has been made to any representative or executive of ZFPL in connection with the processing of your Loan Application or approval of the Loan. All payment instruments issued for the purpose of this Loan Application, loan payments, or repayment must be made in favor of ZFPL exclusively.
10. **Communications from ZFPL** : By submitting your Loan Application and expressing your interest for availing the Loan, you expressly consent to being contacted by ZFPL, its authorized representatives or agents in connection with the credit facilities offered by ZFPL, even if the Loan Application has been rejected or closed.
11. **Authorization for KYC** : You hereby consent to ZFPL to carry out Know Your Customer (KYC) and other requisite checks as permitted by law including but not limited to verification of documents or details submitted for KYC process and accessing or procuring data from statutory databases or authorities constituted by law, for the purpose of facilitating approval of the Loan .
12. **Disclosure to Third Parties** : You acknowledge and agree that ZFPL may share all information and details provided by you in your Loan Application, including details related to existing loans and/or repayment history, with third parties. These third parties may include, but are not limited to, group companies, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, etc. The sharing of information serves purposes such as customer verification, personalization of Loan, credit rating, data enrichment, or marketing or promotion of credit services.

**13. Privacy Policy :** Information that you provide to ZFPL through this Application Form is governed by ZFPL Privacy Policy. The Privacy Policy elaborates the handling of your data, including the type of information collected, the purposes for which it is processed, with whom the data is shared and the measures taken to ensure its confidentiality and security. By proceeding with the Loan Application, you signify your acceptance to the Privacy Policy.

**14. Delivery of Loan Documents :** Upon successfully processing your loan application and approving your loan, ZFPL will furnish you with the loan agreement, sanction letter, and other pertinent documents related to the approved loan (collectively "Loan Documents"). You hereby provide consent to ZFPL for sending Loan Documents to the email address provided by you. You acknowledge that once ZFPL sends the Loan Documents to your registered email address, it is considered received by you and ZFPL is relieved of any further obligation to send these documents in a physical, paper-based format. You agree to notify ZFPL immediately in case of any change in the email address provided to ZFPL. ZFPL shall not be responsible for non-receipt of the Loan Documents due to reasons such as incorrect email address, insufficient inbox space, technical issues or any issues that are beyond ZFPL's reasonable control.

**15. Fixation of Interest Rates on Loans :** The interest rates on the sanctioned Loan will be determined in accordance with ZFPL's internal credit and risk policy. The rates are determined through a scoring system that considers multiple variables or factors, including the ones listed in the next section, ensuring a fair and transparent assessment of your risk profile. ZFPL reserves the right to adjust interest rates based on changes in market conditions, regulatory requirements or other factors that may be deemed relevant.

**16. Factors Influencing Interest Rate:** The interest rates for sanctioned Loans will be determined based on various factors, including but not limited to :

- a. Borrower's credit worthiness as indicated by their credit score;
- b. Assessment of credit and default risk specific to borrower's business segment;
- c. Evaluation of historical performance of other borrowers with similar financial profiles;
- d. Consideration of borrower's overall profile, including industry segment, repayment behavior on previous loans and credit obligations and credit score;
- e. Examination of nature, value and sufficiency of collateral security provided by the borrower;

- f. Availability of any subvention or financial assistance;
- g. Loan type (secured or unsecured loan) and loan tenure;
- h. Choice between fixed and floating interest rates, reflecting the interest rate risk associated with the loan.

**17. KYC Consent and Central KYC Registry:** By submitting the Loan Application, you grant ZFPL explicit authorization to conduct the KYC verification by obtaining/accessing/updating and verifying your KYC details from the Central KYC Registry (CKYC). You acknowledge and agree that this consent allows ZFPL to carry out KYC verification by either (i) validating the details using the KYC Identifier Number (KIN) provided by you; or (ii) by using your Permanent Account Number ("PAN") or any other Officially Valid Document (as defined under Master Direction - Know Your Customer (KYC) Direction, 2016) provided by you as part of this Loan Application. You further consent to ZFPL receiving your KYC information from CKYC, which will be used by ZFPL to perform KYC.

**18. Aadhar-based KYC Consent :** If you choose to avail Aadhar-based authentication (Aadhaar e-KYC) or offline Aadhaar verification (Aadhaar Offline e-KYC) facilities provided by the Unique Identification Authority of India (UIDAI), you hereby consent to voluntarily submit to ZFPL the physical copy of Aadhaar card/physical e-Aadhaar/ offline electronic Aadhaar xml as issued by UIDAI ("Aadhaar Information") for the purpose of establishing your identity/address proof. You understand and agree that if any discrepancies are found after verification of the Aadhaar Information submitted by you during the Aadhaar e-KYC or Aadhaar Offline e-KYC, ZFPL shall have the sole and exclusive right to reject the Loan Application and/or revoke the Loan for which such KYC is conducted. You further acknowledge and provide explicit consent to ZFPL for carrying out the Aadhaar eKYC or Aadhaar OKYC by utilizing the Aadhaar Information for the following purposes :

- a. Carrying out KYC and periodic KYC updation processes in compliance with the Prevention of Money Laundering Act, 2002, and RBI guidelines, for establishing and verifying your identity across all current and future accounts, and loan facilities offered by ZFPL;
- b. Collection, sharing, storing, and using Aadhaar Information for the aforementioned KYC purposes and for other purposes as required by applicable law; and
- c. Production of records for evidentiary purposes in legal proceedings, before authorities, a court of law or in arbitration.

**19. Video Customer Identification Process (VCIP) Consent :** If you choose to opt for KYC procedures through Video Customer Identification Process ("Video KYC"), you hereby acknowledge and agree :

- a. That Video KYC is one of the alternative options for KYC, which involves recording and verification of your identity through a video interaction in accordance with applicable laws and regulations, including but not limited to Master Directions - Know Your Customer (KYC) Directions, 2016 issued by the Reserve Bank of India.
- b. That Video KYC shall include, but shall not be limited to, the following steps concluded by an authorized officer of ZFPL:
  - i. Live capturing of your photo, along with live GPS coordinates (Geo-tagging), and date-time stamp when such a live photo is being taken.
  - ii. Mandatory capturing of the Permanent Account Number (PAN), which includes obtaining clear image of the PAN card. The obtained PAN details will be verified with the issuing authority.
  - iii. Obtaining customer identification details through means such as Aadhaar e-KYC or through other officially valid documents (OVD) as contemplated under applicable laws.
  - iv. Video recording of the interaction for concluding the Video KYC will be stored by ZFPL.
- c. To provide express consent to ZFPL for verifying any or all details/documents provided by you as part of the Video KYC.
- d. To authorize and cooperate with ZFPL to complete the Video KYC in full within the time stipulated, and you understand that failure to complete the process may result in the sole and absolute discretion of ZFPL to reject your Loan Application .
- e. That if the KYC documents/details submitted by you during the Video KYC do not match or if any discrepancies are found after validation with the original KYC documents/details, ZFPL shall have the sole and exclusive right to reject the Loan Application and/or discontinue the service(s)/product(s) for which such KYC is conducted.
- f. That ZFPL does not guarantee continuous accessibility of the applications through which Video KYC is conducted and shall not be held liable or responsible for any loss, cost, or damage incurred due to technical, systematic, or any other issues

that may occur during the Video KYC, including for reasons that are beyond the reasonable control of ZFPL.

- g. That in the event that you are unable to complete the Video KYC or experience technical, systematic, or server errors/issues during the process, you may be permitted to complete the Video KYC process later, or you may be required to undertake physical KYC validation. You undertake to complete the same and/or submit physical KYC as necessary.

**20. Consent to receive Credit Agencies Score:** By submitting this Loan Application, you expressly consent to ZFPL obtaining your credit score from authorized agencies as part of the loan processing. This consent allows ZFPL to assess your creditworthiness and make informed decisions regarding your Loan Application. You acknowledge that the credit score is a key factor in the credit evaluation process, and this authorization is crucial for the thorough assessment of your loan eligibility. ZFPL is committed to handling this information responsibly and in accordance with applicable data protection laws.

## **DECLARATION**

- I/We declare that all the particulars and information given in the Application Form are true, correct, complete, and up-to-date in all respects and I/we have not withheld any information whatsoever.
- I/We confirm that no insolvency proceeding(s) or suit for recovery of outstanding dues or monies whatsoever and/or criminal proceedings have been initiated and/or pending against me/us and that I/we have never been adjudicated insolvent/bankrupt by any court or other authority.
- I/We declare that I/we have not made any payment in cash, bearer cheque, or kind along with or in connection with this Application or any other Application fees to the executive collecting my/our Application/and I/we shall not hold Zoho Finance Private Limited liable for any such payment made by us to the executive collecting this Application.
- I/We understand and confirm that the Application Form and all other documents submitted by me/us to Zoho Finance Private Limited shall not be returned to me/us and Zoho Finance Private Limited shall have the right to retain the same.
- I/We have read the Application Form and brochures and are agreeable to all the terms/conditions of availing finance from Zoho Finance Private Limited.
- I/we hereby agree to abide and be bound by all applicable rules/regulations/instruction/guidelines including but not limited to those issued by the Reserve Bank of India including the FEMA Regulations 2000 governing EEFC



Accounts, the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force time to time.

- I/we confirm having declared our status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.

**\*AUTHORIZATION**

- I/We authorize Zoho Finance Private Limited/its Agents to make reference and enquiries relevant to information in this Application Form which Zoho Finance Private Limited/its Agents consider necessary.
- I/We undertake to inform Zoho Finance Private Limited/its Agents regarding the change in the residential addresses/employment/profession and to provide any further information that Zoho Finance Private Limited/its Agents may require.
- I/ We further declare and confirm that existing loans, if any, availed by me/us with any banks/financial institutions/non banking finance companies has been duly disclosed to ZFPL. I/We agree that Zoho Finance Private Limited may provide the loan mentioned herein only if permitted and if approved in the manner specified or required by the Reserve Bank of India from time to time.
- I/We confirm that I/we shall not use the loan (or any part thereof) for any improper, illegal or unlawful purpose/activities.
- I/We have been read out and explained in the language known to me/us, the contents of the Application Form for availing the loan from Zoho Finance Private Limited, and I/we have signed the said Application Form after having understood them.
- I/We wish to avail of the NACH/ECS/SI/Direct Debit facility and hereby express my/our unconditional consent to debit my/our loan instalments etc., from above mentioned account through NACH/ECS/SI/ Direct Debit.
- I/We authorize the bank to honor all such instructions. I/ we authorize the representative of the Zoho Finance Private Limited to get this mandate verified and registered with bank. Mandate Verification Charges (if any) may be charged to my/our account.
- I/We will ensure sufficient balance in the funding account on the date of execution. In case NACH/ECS/SI/Direct Debit instruction is unsuccessful due to financial reasons, the NACH/ECS/SI/Direct Debit instructions will be presented again for clearance. I/We will bear the bounce charges for transactions that have been unsuccessful due to financial reasons.



- I/we authorize Zoho Finance Private Limited to submit application/other relevant documents submitted by me to CERSAI.

#### **AUTHORIZATION FOR COLLECTION AND VERIFICATION OF AADHAAR**

- I/We hereby submit voluntarily at my/our own discretion, the physical copy of Aadhaar card/physical e-Aadhaar / masked Aadhaar / offline electronic Aadhaar xml as issued by UIDAI (Aadhaar), to Zoho Finance Private Limited for the purpose of establishing my/our identity / address proof.
- I/We hereby give consent to Zoho Finance Private Limited for verification of my Aadhaar to establish its genuineness through any such acceptable methods stipulated by UIDAI or under any Act or law from time to time. The consent and purpose of collecting Aadhaar has been explained to me/us in local language.
- I/we have the option to submit any one of the documents as per the list of Officially Valid Documents (updated by the RBI from time to time).
- Zoho Finance Private Limited has informed me/us that I am/we are required to redact/ blacken out the first eight digits of Aadhaar number so that only last four digits of the Aadhaar number are visible; and in case I/we do not redact/ blacken out the first eight digits of Aadhaar number, I/we authorize Zoho Finance Private Limited to redact/blacken out the Aadhaar number through appropriate means on my/our behalf.
- Zoho Finance Private Limited has informed me/us that my/our Aadhaar submitted to the Zoho Finance Private Limited will not be used for any purpose other than the purpose mentioned above. Zoho Finance Private Limited has also informed me that this consent and my Aadhar will be stored with Zoho Finance Private Limited.