



Grow Money Capital Private Limited

(Formerly Known as Eclear Leasing & Finance Private Limited)

TERMS AND CONDITION

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1. Terms of Use

These Terms of Use (the "Terms of Use") govern the use of our www.eclearleasing.com (Website).

Please read these Terms and Conditions carefully before using the Website www.eclearleasing.com (Website). This Website belongs to Grow Money Capital Private Limited (hereinafter referred to as "**GM CPL**"). By accessing any part of this Website and/or using the information provided on, or downloading materials from this Website, you agree to be bound by the Terms and Conditions set forth herein. If you do not agree to abide by these Terms and Conditions please do not access / use this Website or download materials from this Website.

For the purposes of the Terms of Use "You" or "your" refers to anyone who visits, accesses, browses or uses the GM CPL website at www.eclearleasing.com.

2. Objective

We have developed a simple and innovative platform to offer customizable best-suited credit facility of personal loans, business loans and Loan against Property. User can avail personal loans, business loan, and Loan against Property by apply through our website. Further, the User can withdraw from the approved credit limit and repay the EMIs of the loan using the various payment facilities provided by our service providers by following the required procedure.

All our Services are subject to applicable laws, government notifications, the rules, regulations, and guidelines issued by the Reserve Bank of India ("RBI"), any other regulatory bodies defining the rules/regulations governing the offer of any Services on the website.

3. Limited License

We grant you a non-exclusive, non-transferable, limited right of access to this Website. You are not permitted to archive or retain any information or content herein in any form without our prior written permission. This limited right to access the Website terminates automatically, without notice to you, if you breach any of the Terms and Conditions mentioned herein.

You agree not to use this Website for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of GMCPL or otherwise compromise or imperil the interests of GMCPL. You acknowledge that the Website has been developed, compiled, prepared, revised, selected and arranged by GMCPL and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of GMCPL and such others. You agree to protect the proprietary rights of GMCPL and all others having rights in the Website or its content during and after the term of this agreement and to comply with all reasonable written requests made by GMCPL or others, to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify GMCPL in writing, promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights. You further acknowledge that all the intellectual property in the Website continues to vest with GMCPL.

We reserve the right to deny you, at our sole and absolute discretion, access to the Website, including any portion thereof without any prior notice.

4. Eligibility:

You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&Cs. You shall not access and use the Platform or avail our Services if you are not competent to contract under the applicable laws, rules and regulations.

For accessing the platform and availing its Services, you, as a User, further represent that you are an Indian national having tax residency in India. You also represent and assure that you are not a tax resident of any other country.

We maintain the right to render Services to only those users who are

- a) competent to enter into legally binding contracts,
- b) have made the representations as provided above,
- c) and also qualify under the internal policy(ies) for the same determined solely by us from time to time.

We shall have the sole right to change, modify, add or remove, in whole or in part, its internal policy(ies), in relation to the provision of the Services at any time without any prior written notice or intimation to the Users.

Further, we shall have the right to not entertain any requests in relation to the same, from the Users towards such Services without assigning any reason.

We shall have the right to deny or not allow to open GMCPL user Account If the information provided by you does not, in our sole discretion, amount to reliable information or appears to be fraudulent.

We shall have the right to terminate GMCPL user Account If we discover any deficiency in the information provided by you at a later date, please note that we may add further verification procedures in the future, whereby you may be required to provide us with more information.

5. Service providers

We may employ third-party service providers and individuals due to the following reasons:

1. To facilitate our Service
2. To facilitate payment-related services.
3. To provide the Service on our behalf;
4. To perform Service-related services; or
5. To assist us in analyzing how our Service is used.

You acknowledge that the third-party service provider/agent/agencies will have access to your personal information on a need basis to assist us in rendering Service, and the service providers are restricted from using the same for any other reason. The third-party service providers are obligated not to disclose or use the information for any other purpose.

6. Representations, warranties and undertaking

The information and data contained in the platform do not constitute an offer to buy or sell or solicitation of an offer to buy or sell any Services in any jurisdiction other than India.

GMCPL does not make any warranty that the contents of the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof, to any users of this Website.

The information on this Website is updated periodically. GMCPL gives no warranties (whether expressed or implied) or recommendations, as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of this Website or any of its contents.

The content of this Website does not constitute an express or deemed opinion or an expert view. Any decisions will be based solely on your own evaluation and neither GMCPL or its representatives nor any third party shall be liable for any loss or damage of any kind whatsoever, caused by your reliance on the information obtained through this Website. We reserve the right to change the contents of this Website at any time without notice.

You acknowledge and agree that GMCPL is entitled to remove any/all the information on the platform that is in contravention of these T&Cs.

You hereby authorize GMCPL, to make any inquiries with any other finance company/bank/registered credit bureau regarding your credit history with them, in connection with the Services under these T&Cs.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, if any, are those of the respective parties and not necessarily those of GMCPL. The Website may contain links to other Websites, web-pages and services also operated by other persons / entities / companies (other sites), and your use of such other sites is also subject to the terms and conditions and other terms and guidelines, if any, contained within such other sites. GMCPL disclaims all liability for the content and/or materials available on such other sites.

You understand that GMCPL does not provide any warranties for its Services and shall not be made liable for any claims made by you or any third party. In this regard, you undertake to accept and be solely liable for the Services availed by you from GMCPL. You further undertake to indemnify and hold harmless GMCPL, its affiliates, and their respective directors, officers, employees, agents and representatives against all damages suffered or losses incurred by GMCPL arising due to any act, omission, or claim initiated by you or any third party in relation to the Services availed by you or in case of breach of these T&Cs or any warranty by you.

7. Collection of information and Evidence of transaction with customers

In the course of availing Services, you authorize GMCPL, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with these T&Cs or our Privacy Policy or in accordance with applicable law. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third-party databases or through other sources.

You may also be required to provide documents to help us validate your identity. In the event GMCPL is unable to obtain or verify your information, GMCPL reserves the right to close, suspend, or limit access to your Account and/or the Services rendered. By availing of the Services, you also consent to enable GMCPL to validate your identity and to collect information about you in accordance with these T&Cs and our Privacy Policy.

You also provide your consent to GMCPL to use and share the information provided by you in connection with the Services. You also agree and consent to GMCPL to assess the information, based on your usage of the Platform.

You agree to provide only true, accurate, current, and complete information about yourself, and you agree not to misrepresent your identity or your account information in the course of availing Services. You further agree to keep your Account information up to date and accurate.

You agree to provide Financial SMSs, contacts, location data, installed applications, storage and such other device data of yourself in the course of availing Services

In respect of any transactions which may be permitted by GMCPL from time to time, GMCPL's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. More particularly, the record of GMCPL generated by the transaction(s), including the recording of the time of the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions.

8. Limitation of liability

In no event shall we be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss due to use, data or profits, arising out of or in any way connected with the access, use or performance of this website functions and features or for interruptions, delay, etc., even if we were advised of the possibility of damages resulting from the cost of getting substitute facilities on the website, any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the platform, unauthorized access to or alteration of your transmissions or data statements or conduct of anyone on the platform, or inability to use the platform, the provision of or failure to provide the functions and features, whether based on contract, tort, negligence, strict liability or otherwise. This clause shall survive in perpetuity.

9. Right of Revision/Modification

GMCPL may revise and update these Terms and Conditions from time to time. Your continued usage of the Website is considered as an implied acceptance of the changes and that you agree to abide by these Terms and Conditions for usage of this Website.

In case you share any information on this Website, please also read the Privacy Policy of GMCPL.

10. Governing law and jurisdiction

These T&Cs (and by extension, the Privacy Policy) are governed and construed in accordance with Indian law. By using the platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of Courts where the registered office of the Company is situated, in the event of any disputes arising out of or in relation to your access to and use of the platform.