TIDE INSTANT LOAN TERMS AND CONDITIONS

These Tide Instant Loan Terms and Conditions ("**Tide Instant Loan Terms**") constitute an electronic record under applicable law, including the Information Technology Act, 2000 (as amended from time to time). This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read these Tide Instant Loan Terms carefully before registering, accessing, or using the Tide Platform and Tide Instant Loan Services (*defined below*). Tide Instant Loan Terms are a legal contract between you and Tide Capital Services Private Limited ("**Tide Capital**"). You agree and acknowledge that you have read these Tide Instant Loan Terms. If you do not agree to these Tide Instant Loan Terms or do not wish to be bound by them, you must not use the Tide Instant Loan Services.

By clicking the Proceed/Submit/Continue button during Your registration process for Tide Instant Loan Services, you're accepting these Tide Instant Loan Terms.

These Tide Instant Loan Terms govern Your relationship with us if you use the Tide Instant Loan Services. Please make sure to read these carefully as these terms form a binding agreement between you and us. Capitalised terms are defined in the Definitions clause below.

We reserve the right to modify these terms from time to time. We will notify you of the changes in these terms as required under applicable law. Your continued use of our Tide Instant Loan Services after such changes indicates Your acceptance of the modified terms. We advise you to regularly re-visit this page to be aware of the changes to these terms.

1 Who are we?

Tide Capital Services Private Limited ("**Tide Capital**/ "**We**"/ "**Us**"/ "**Our**") is a private company that acts as a lending service provider for its Lending Partner(s) to facilitate credit products provided by such Lending Partner(s) and provides other value-added services to Tide Capital Members.

Tide Capital acts as a facilitator for making the loan available to its Members and said loan shall be in accordance with the terms of the Lending Partner. You acknowledge and agree that the services rendered by Us to You as an intermediary are distinct and mutually exclusive from that of services offered by other Tide Group Entities.

Tide Capital does not provide loans, nor do we make decisions regarding loan approval, terms, or disbursement.

2 DEFINITIONS

2.1 "**KYC**" shall refer to the documents under the 'know your customer' guidelines issued by RBI (as defined hereunder) and shall include address proof, identity proof, income proof, PAN or such other officially valid documents.

2.2 "**Lending Partner**" means a bank or a non-banking financial company or other credit providers who will provide loans to you through the Tide Platform.

2.3 "**Personal Data**" shall mean any data about an individual who is identifiable by or in relation to such data.

2.4 **"Tide Entities"** - shall mean group, affiliates, and associated companies of Tide Capital;.

2.5 **"Tide Instant Loan Services"-** shall mean the services extended to You including but not limited to facilitation of lending services by Tide Capital through its Lending Partners on the Tide Platform.

2.6 "**Tide Platform**" shall mean any platform operated by Tide Capital and/or Tide Entities and/or its service provider(s), including but not limited to websites, mobile applications, devices, URLs/links, notifications, chatbot, or any other communication medium used by Tide Capital to provide its services to its Members.

2.7 "**Tide** Capital **Members**" shall mean any person who accesses or uses the Tide Platform to avail loan(s) from the Lending Partners. The term Tide Capital Members shall also be referred to as "You" / "Your".

3 ELIGIBILITY TO USE

By accessing the Tide Instant Loan Services You expressly acknowledge and agree that:

(i) You are not a politically exposed person and the KYC details provided by You are true and accurate;
(ii) Your household income is more than INR 3,00,000/-;
(iii) You are not barred or otherwise legally prohibited from accessing or availing the Tide Capital Loan Services and/or Lending Partner under the laws of India;
(iv) If You are an incorporated person or corporate entity, You are duly constituted and validly existing under applicable Indian law;
(v) You are going to use the Tide Capital Services and the loan amount for legitimate purposes only.

4 DISCLAIMERS AND OTHER INFORMATION

4.1 The loans provided by the Lending Partners shall be subject to and governed by the relevant Lending Partner's terms and conditions/ key facts statement/ loan agreement/ loan application form, privacy policy and/or any other documents accepted or executed by You as part of the loan processing system. The aforesaid documents shall govern the 'borrower' and lender relationship. The Lending Partner will share these documents through email/SMS as may be applicable with the You and/or will make it available on the Lending Partner's website/app and/or on Tide Platform.

4.2 Tide Capital shall not take any responsibility or be held liable in any manner whatsoever for the lending services being offered by Lending Partners on the Tide Platform or any acts or omissions of the Lending Partner or any other service provider of the Lending Partner acting on behalf of the Lending Partner.

4.3 During the Tide Instant Loan journey, You may be redirected to a Lending Partner's and/ or a Lending Partner's service providers' website(s) ("**Third-Party Platforms**") for the purpose of completing the loan application journey, verification purposes or payment processing in relation to the loan(s) ("**Redirection**") and You acknowledge that Tide Capital does not have any control over the Third Party Platforms.

4.4 You hereby agree and understand that all information and data collected and used by Tide Capital shall be processed in accordance with the Tide Instant Loan Privacy Notice, the privacy policy and the terms of the Lending Partners of Tide Capital.

4.5 Tide Capital has no role to play in determining the KYC procedure, credit analysis, sanction/approval/rejection of the loan and it shall be at the sole discretion of the Lending Partner.

4.6 You understand that based on the information submitted by You and Your Personal Data in accordance with the Tide Instant Loan Privacy Notice and other details available with Tide Entities, You may be shown indicative loan offers. It is not a commitment from Tide Capital or Tide Entity and/or the Lending Partner to provide a loan or any credit facility.

4.7 You authorise the Tide Capital to collect Your loan details, Personal Data, loan amount, loan agreement, disbursal, repayment, collection details from Tide Entities along with other information including without limitation KYC details/documents from Lending Partner for rendering You lending services from time to time or to provide You any additional services or better offers.

4.8 You authorise Tide Capital to share Your information with third parties under contract who assist us with business operations, including enabling Your KYC process, eligibility checks, collection services, and storage of information, as required by the Lending Partners.

4.9 By using our Tide Capital Services, You authorise us, our Lending Partners and service providers to approach You for providing information or marketing offers about loans through calls, emails, SMS or WhatsApp. You also waive any registration You have made of Your contact number under National Customer Preference Register, National Do Not Call Registry or any other similar registry. You agree that such communications are made upon Your request and authorization and are not in the nature of 'unsolicited commercial communications' (as that term is defined under the relevant Telecom Regulation Authority of India regulations).

4.10 You confirm that unless allowed under the regulatory guidelines, Tide Capital shall not collect or store biometric data.

4.11 You acknowledge and agree that You can not terminate the Tide membership until the loan is fully repaid

5 LOAN APPLICATION, LOAN AMOUNT DISBURSAL AND REPAYMENT

5.1 You agree that during the loan application, we will obtain one time access to your device's camera, microphone, location or any other facility necessary for the purpose of onboarding / KYC requirements with Your explicit consent wherever applicable. You also agree and understand that Tide Capital does not access mobile phone resources like file and media, contact list, call logs, telephony functions, etc.

5.2 You understand that we process information that is necessary to enable Your lending journey after obtaining Your consent by way of these terms, in accordance with the Tide Instant Loan Privacy Notice and/or as may be applicable. You have the right to deny providing this information to us, however, please understand that if You deny consent, You will not be able to proceed with Your loan application.

5.3 You understand that relying on Your representations, consents, undertakings and warranties and the terms and conditions set out by the Lending Partners, shall at its sole discretion disburse the loan amount directly into Your bank account.

5.4 The loan details including the disbursal amount, pending repayments shall be displayed for the You on the Tide Platform.

5.5 The repayment of loan amount shall be in the form of equated monthly instalments (EMI), as specified in the loan documents and You shall be liable to the Lending Partner until all amounts due and payable by You have been discharged in full to the Lending Partners' satisfaction.

5.6 You agree and undertake to submit an e-NACH Mandate and/or eMandate and/or UPI mandate (or any other method as directed by the Lending Partner) in favour of the Lending Partner for the repayment of loan amount and other payments. Any activation failure/ dishonor / revocation of e-NACH / eMandate will attract applicable charges. You shall maintain adequate balance in the relevant bank account for realisation of the amount on the due date. The e-NACH / eMandate/ UPI mandate registration will be done on the Tide Capital Member's bank account that You confirm/ provide during the loan journey or as otherwise available with the Tide Entity confirmed by you. You understand and undertake that You cannot change and shall not close this bank account till any amount is outstanding under the loan provided by the Lending Partner.

5.7 The Lending Partner may provide You with various other options to repay the loan amount directly to the Lending Partner as per loan documents executed/accepted by You and such options will be communicated to You by Tide Capital and/or the Lending Partner as may be applicable.

5.8 It is hereby agreed by You, and You hereby consent that the Lending Partner, Tide Capital, and Tide Entities, their representatives and agents have the right to contact You whether by phone, in person or otherwise, to recover the outstanding loan amount. You agree that such calls do not fall under commercial promotional communication and pertain to payments against Your lawful due and therefore the parties may reach out notwithstanding his / her registration with the National Do Not Call Registry.

6 TERMINATION

6.1 You agree that Tide Capital at its sole discretion may modify/terminate/suspend or cancel the Tide Instant Loan Services provided herein without prior notice. You further irrevocably and unconditionally agree and confirm that the termination of the Tide Instant Loan Services shall not affect the respective rights and liabilities accrued by You or Tide Capital (as the case maybe) prior to the effective date of such termination and all the provisions of these Tide Instant Loan Terms shall continue in full force and effect till such time as the loan amount is repaid by You, to the satisfaction of the relevant Lending Partner.

6.2 The clauses related to Intellectual Property, Indemnity and Limitation of Liability shall survive any termination of these Terms and Conditions for Loan Services.

7 INTELLECTUAL PROPERTY

7.1 Tide Platform, Tide Capital and all intellectual property rights contained therein, including but not limited to any content, are either owned by or licenced to us. 'Intellectual property rights' mean rights such as copyright, trademarks, domain names, design rights, database rights, patents, technology software and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

7.2 Our intellectual property includes all logos related to Tide Capital membership and additional products and services. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. You shall not copy, imitate or use our intellectual property rights without prior written consent.

8 GRIEVANCE REDRESSAL

8.1 You may reach out to Tide Capital for any complaints/queries/issues in relation to the loan as set out in the Grievance Policy.

8.2 Tide Capital shall on a best effort basis resolve any such complaints/queries/issues in coordination with the Lending Partner. Tide Capital may have to direct You to the Lending Partner for resolution of some of the complaints/queries/issues.

9 GOVERNING LAW AND DISPUTE RESOLUTION

9.1 The Tide Platform, the Tide Instant Loan Services, all Your transactions with the Tide Platform, and our relationship shall be governed by the laws of India, without regard to conflict of law principles.

9.2 Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Tide Instant Loan Services, including those relating to its validity, its construction or its enforceability, but excluding those provisions where it has been specified that Tide's decision shall be final, (any "**Dispute**") shall be, if initiated by a Tide Capital Member, first raised to grievanceinstantloan@tide.co. If such Dispute has not been settled within ninety (90) days after the Tide Capital Member reaches out to the aforementioned email ID, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. Provided however when Tide Capital raises any dispute, Tide Capital may directly initiate arbitration in accordance with this section. The Dispute shall be resolved by one (1) arbitrator to be appointed by Tide Capital. The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party.

9.3 You agree that subject to the arbitration provisions mentioned above, all Disputes shall be subject to the exclusive jurisdiction of the competent courts at New Delhi.

10 INDEMNIFICATION

You shall indemnify and hold Tide Capital and Tide Entity (and their officers, directors, agents, affiliates, , subsidiaries, joint ventures, and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to Your breach of these terms, Your violation of any law or the rights of a third party, or Your use of Tide Platform.

11 LIMITATION OF LIABILITY

You agree and understand that we have a limited role in the lending process, and only act as a facilitator between You and the relevant Lending Partner. You agree and understand that in case of any issue with the loan or service of the Lending Partner (or any person other than us), Your rights will be governed as per the applicable laws and the loan documents executed/accepted by You. You further agree and undertake not to make us a party to any dispute or make any claim against us unless the dispute or claim directly relates to our acts or omissions in relation to the services provided under these terms. Without prejudice to the generality of the foregoing, in no event will we, our subsidiaries, affiliates, directors & officers, employees, agents, partners or licensors be liable for any direct, indirect, consequential, incidental, special or punitive damages, including, but not limited to, damages for loss of profits or revenues, goodwill, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to avail our lending services.

12 NO WARRANTY

Except as expressly provided herein, Tide Capital disclaims all warranties, responsibilities, express or implied, written or oral, including but not limited towards warranties of merchantability, any service interruptions (including on account of communication outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of transactions) and fitness of Tide Instant Loan Services and it does not warrant that the functions contained in Tide Instant Loan Services shall be uninterrupted or error free.