

Terms of Service

Whereas, TrustBridge Technology Private Limited, a company incorporated under the laws of India and having its registered office at No-080204 Shriram Chirping Woods, Villaments Harlur Road Off Sarjapur Road, Bangalore, Bangalore, Karnataka, India, 560102 (hereinafter referred to as “**TB**” or “**Service Provider**” or “**We**” or “**Us**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and assigns), is engaged in (i) facilitating loan transactions between the borrowers and the NBFCs/Banks (“**Lending Partners**”), by connecting you (“**User**” or “**Client**” or “**You**”) to third party loan providers such as NBFCs / banks (“**Service 1**”); and (ii) connecting with Your health-care facility / provider / third parties to improve your patient experience and gain operational efficiencies for all concerned including aiding in early-discharge, etc. (“**Service 2**” and collectively with Service 1 referred to as “**Services**”).

A. Eligibility

1. The User unequivocally declares and agrees that the User is a natural/ legal person who is in an Indian citizen and has attained the age of at least 18 years and is legally allowed to enter into a contract in India. By signing up to these Terms of Service (“**Terms**”) and registering with TB, the User hereby undertakes to agree and abide by the Terms detailed herein. If the User violates any of these Terms, or otherwise violates an agreement entered using the Services, we may terminate the User’s agreement with TB, User’s membership, delete his/her profile and any content or information that TB may have and / or prohibit the User from using or accessing the Services at any time in its sole discretion, with or without notice.

B. Acceptance of Terms and Conditions

1. You agree that you have read these Terms carefully and fully understand the Terms. By accessing and/or availing any of the products made available by Us and/or availing of the Services and/or availing any products from any of the Lending Partners via Us, you signify your acceptance to the Terms which takes effect immediately upon your access or use of the products, including but not limited to registration with Us, applying for a credit facility with Lending Partners, uploading of your Know Your Customer (“**KYC**”) documents, providing necessary information essential in relation to the purpose for which the present terms and conditions is entered into, entering into credit facility documentations with the Lending Partners via Us, and receiving your patient information documents like Final Bill, Approval or rejection letter from the insurer and Patient ledger being maintained by the unit. . Accordingly, these Terms are a legally binding arrangement between you and TB and you agree to abide by the same. In case You do not wish to agree to these Terms, please do not use/avail the Services.
2. TB reserves the right, at its **sole discretion**, to change, modify, add or remove portions of these Terms, at any time. The User’s continued use of the Services will be construed to mean the acceptance by the User of the modified Terms.

C. Collection of Data

1. We collect general User data including name, email ID, phone number and other contact details, bank accounts details, access to the User’s SMS inbox records, contact list, and contact’s phone numbers, call history, location, usage of other mobile applications, and the User’s debit card, credit card, and bank details, and any other information as may be required, to facilitate the Services.

2. The type of information collected by Us is dependent on the nature of the Services being provided, and all types of information specified above may not be collected for the provision of all Services.
3. We may use any information it collects from You to improve, maintain, provide, and make more secure the Services.
4. Certain types of information provided by You may constitute sensitive personal data or information as defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (“**SPDI Rules**”), and You hereby give your consent (as described in the SPDI Rules) to Us to use the information provided by you in the clauses B1 and C5 for the purposes described here alone.
5. You hereby authorise Us to use only the information collected as a part of the User data. . We may also collect Your information including but not limited to Final Bill, Approval / Rejection Letter from the insurer and the Patient Ledger being maintained by the hospital unit.

D. Processing of Application

1. By agreeing to avail our Services and signing up to these Terms, you are communicating your interest in availing a credit facility from a Lending Partner, as per the terms and conditions that may be agreed between you and the relevant Lending Partner (“**Loan**”). Accordingly, You agree that we may share your User Data with our Lending Partners, who may, based on their assessment, agree to grant a Loan to You.
2. You hereby represents that You are fully competent and authorized to make this request for availing the credit facility from the Lending Partners and to give declarations, undertakings etc., and all other information and documents uploaded/ submitted to Us thereunder for the purpose of availing the credit facility.
3. You understand that the sanction and subsequent disbursement of the loan/ credit facility is at the sole discretion of the Lending Partners and upon executing necessary documents, including loan agreements, providing any security(ies) and other closing formalities as required by Lending Partners.
4. The loan will be governed by separate terms and conditions and/ or other documents ("Loan Documents") entered into with the Lending Partner as the case may be.
5. You agree that submission of loan application to TB does not imply automatic approval and the Lending Partner will decide the quantum of the loan at its sole and absolute discretion. The Lending Partner in its sole and absolute discretion may either sanction or reject the application for granting the loan. All loan applications are approved and sanctioned by NBFCs/Banks registered with the Reserve Bank of India (“**RBI**”) and communicated upfront during Loan application.
6. You agree that the Lending Partner at its sole discretion may reject the application without providing any reasons, and you reserve no right to appeal against this decision.

7. The Lending Partner reserves its right to reject the loan application and retain the loan application form along with the Data, photograph, information and documents. We shall in no event be responsible and/or liable in relation to products/services provided by such third party service provider(s) including rejection of loan application by the Lending Partners.
8. You hereby declare that the details and documents furnished by you to Us are true and correct and you undertake to inform Us and/or the Lending Partner of any changes therein, immediately. In case any of the provided information are found to be false or untrue or misleading or misrepresenting, you shall be held liable for it.
9. The facility offered by Us and/or the Services do not in any way imply, suggest, or constitute any sponsorship, recommendation, opinion, advice or approval of Us in favour/against any particular Lending Partners or their products. You agree that We are in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties.
10. Your interaction with any Lending Partner accessed through the use of our Services is at your own risk, and we will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any Lending Partner or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.
11. By submitting a request for credit facilities, you hereby expressly consent and instruct Us and/or the Lending Partner to request and receive information about you from third parties, including but not limited to, a copy of your credit information report from credit information companies. You authorize Us and/ or Lending Partner to verify the said information directly or through any third-party agent, as Us and/ or Lending Partner may deem fit.
12. We may use or disclose any information relating to you including personal information to the Lending Partner or its subsidiaries / affiliates, credit information companies, regulatory authorities/ government authorities, service providers, other banks / financial institutions, any third parties, or any assignees/potential assignees or transferees for purposes including without limitation, KYC information verification, credit risk analysis, or for other related purposes to ascertain your creditworthiness.
13. User consents to the inclusion of the contact information about user in Our database and use and disclosure of the same by Us as per these Terms. We reserve the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, we may disclose the User's identity and contact information and such other information as may be available with Us and if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.
14. By submitting this request, you hereby expressly authorize Us and Lending Partner / its representatives/ agents/ business partners/ group companies/ affiliates to communicate to you through telephone/mobile/SMS/emails/post/in person for provision of services and various products including communications in connection of the credit facility including but not limited to filing of loan application form, execution of credit facility agreement, etc., communication re other products from the Lending Partner, its group companies and/or third

parties, promotional and transactional communications. You further agree that by such request, you are waiving any Do Not Disturb ("DND") restrictions in reaching out to you.

15. You agree to furnish any additional documents as and when required by the Lending Partner.
16. That there is no impediment or restriction (whether legal or judicial) against You and/or their asset filed/reported by any other bank/financer. That the funds shall be used for the purpose for which loan has been applied and will not be used for speculative or antisocial purpose.
17. You represent, warrant and agree that (i) you are a citizen(s)/ resident(s) of India; (ii) you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree to the Terms; (iii) you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder; (iv) the details that you provide when registering your account are correct and authentic; (v) all the particulars and information and details given / filled in the online/offline credit facility application form and documents including credit facility agreement and other supporting documents given by you are true, correct and accurate and you have not withheld / suppressed any material information.
18. Subject and in compliance to applicable laws, you further provide your express consent to authorise us and/or the Lending Partner to collect, receive, access and obtain copies of your credit information report/credit score and such other information about you from credit information companies ("CICs") registered under The Credit Information Companies (Regulation) Act, 2005. You hereby authorise Us and the Lending Partner its officers / employees/ agents to do all acts on your behalf as may be necessary including to execute/ sign application(s), make payment of applicable fees and generally do all other acts as may be necessary to receive, on your behalf and at your request, the credit information report from CICs. We have no control over the content or accuracy of information provided in your credit information by CICs. We get this information from CICs for and on your behalf only when you agree to appoint Us as your lawfully appointed authorized agent/ representative for collecting your credit information from CICs.
19. You hereby confirm that any consent/ instruction and/ or approval provided by you to Us whether manually or electronically will be valid, effective and binding on you without any further enquiry or due diligence as to identity of the person purporting to give such consent/ instruction and/or approval. Neither shall you impersonate another person nor use any information that belongs to another person and to which you do not have any right to use.
20. You expressly authorize Us or any of its subsidiaries/affiliates and/or sub-contractors for KYC purposes and other requisite checks by such processes as may be permissible under law including authentication/verification of documents and yourself or details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other authorities constituted by law. For KYC purposes, you hereby provide express consent to Us in compliance with applicable laws, as amended from time to time, for (a) collecting, storing and usage; (b) verifying/authenticating; and (c) updating your Aadhaar Number(s) in accordance with the (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (and regulations made thereunder), as amended from time to time. Please note that your Aadhaar number shall not be disclosed to any third party without your consent unless the Lending Partner or Us determines, in its sole discretion that the disclosure of such information is necessary in accordance with applicable law. Please take note that collection of Aadhar is solely for credit related services and is not mandatory document/information for

availing our services unless mandatory required under any applicable law. In absence of Aadhar, you need to submit other documents as stipulated under KYC guidelines as prescribed by the RBI.

E. Fees And Charges

1. Any applicable service fee, subscription amount or other charges for any services provided by Us will be communicated to the User from time to time. We shall also have the discretion to collect or charge a fee/charge authorised by it under your credit facility agreement and you provide your consent to allow Us to charge such fee/charge. It shall be the User's responsibility to routinely check on the Platform for such service fee, subscription amount or charges. Such service fee, subscription amount or charges shall be exclusive of all applicable taxes. In the event of any deductions that are required to be made from the charges in compliance with applicable laws, you may withhold or deduct such taxes and furnish evidence of such deduction within the timelines as prescribed under applicable laws to Us.

F. Indemnity

1. Each User agrees to indemnify Us, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (a) from your use of the Services; (b) from your breach of the Terms, and/or (c) arising out of your violation of any law or the rights of a third party.
2. You shall indemnify and hold Us and or its subsidiaries/affiliates harmless against any loss, damage or costs suffered / incurred by Us and or its subsidiaries/ affiliates as a result erroneous information supplied by you or your authorized users.

G. Notices

1. All legal notices or demands to or upon TB shall be made in writing and sent to TB, by courier, certified mail, or electronic email to the registered address of TB with Attn: Director. The notices shall be effective when they are received by TB in any of the above-mentioned manner.
2. All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by email to the last-known correspondence address or email address provided by the User to TB. Notice to a User shall be deemed to be received by such User if and when TB is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User.

H. Miscellaneous

1. We may terminate your access to the Services if, in our discretion, there is any breach of the Terms by You, and/or for any other reason as we may deem fit.
2. These Terms constitute the entire agreement between User and Us with respect to and govern User's use of the Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

3. We and the User are independent parties and no agency, partnership, joint venture, employee-employer relationship is intended or created by the Terms.
4. If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.
5. All related icons, wordmarks, and logos are registered trademarks or trademarks or service marks of TB in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
6. Our failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of our right to act with respect to subsequent or similar breaches.
7. We shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any of our affiliates)). User may not assign, in whole or part, the Terms to any person or entity.
8. The loans/credit facilities shall be provided to you by our Lending Partners.
9. The Terms shall be governed by the laws of India and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India.