

Terms & Condition

Terms and Conditions for digital loans facilitated by Citra Financial Pvt Ltd using the technology of Phocket Infotech Pvt Ltd.

PHOCKET INFOTECH PRIVATE LIMITED, whose registered office is H-9/1, Block B-1, above Sagar Ratna, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044 (hereinafter shall be referred to as "Phocket" or "Company" or "us" or "we" are the owner of the mobile application by the name Phocket ("App") and website at www.phocket.com ("Website") (App and Website are hereinafter together referred to as the "Platform").

As a user ("User" or "You") of the Platform, you understand that Platform provides access between multiple Users in the form of consumers, financial institutions, data partners and other partners lenders, borrowers, service providers etc. with a view to facilitate lending and borrowing activities, including providing other financial products i.e. insurance products, credit cards etc. between the Users.

It is hereby clarified that the term "Users" shall mean any person using the Platform i.e. consumers, financial institutions, regulated entities, data partners and other partners. Your use of this Platform implies that You have read, understood and agreed to abide by following, disclaimer, terms & conditions ("Terms & Conditions").

By downloading the app or visiting the website , you agree that these User T&C shall be legally binding agreement between User and us/ Citra Financial Pvt Ltd , whose registered office D-15, 3rd Floor , Defence Colony New Delhi – 110024 “Herein after referred as “Lending NBFC”, “Company”, “Lender” as applicable”)

These Terms & Conditions read together with our privacy policy govern Your usage of the Platform and the terms for the purchase of the Products from the Platform ("Product"). If You disagree with any part of these Terms & Conditions, please do not use the Platform.

Please read these Terms & Conditions carefully before accessing or using our Platform. By accessing or using any part of the Platform, you agree to be bound by these Terms & Conditions. If You do not agree to all the terms and conditions of this agreement, then You may not access the Platform or use any services provided by Us.

1. GENERAL

Citra Financial Pvt Ltd is is the “Lending NBFC” registered with Reserve Bank of India holding license to engage in activities relating to lending or borrowing. The App provides access to an online platform bringing together consumers, financial institutions, data

partners and other partners willing to abide by the Terms & Conditions herein. Phocket is the technology platform and a facilitator providing the Platform for any person in need of financial products. Phocket provides various kind of personal loan products as specifically detailed under Clause 2 to its Users.

Phocket is a service provider facilitating the access between financial institutes and non-banking finance companies willing to lend and person in need of borrowing. The final decision as regards lending and borrowing is also subject to the choice of the respective Users in their respective capacities as lenders/borrowers/users of other financial products as set out in the Platform. Phocket, through its Platform, displays various products provided by its partners or third parties. In addition to the foregoing, Phocket also provides certain other services with respect to data analytics subject to these Terms & Conditions.

In the event You wish to avail any of the Products displayed on the Platform, you will be required to provide certain information and our representatives may contact You through phone or email to understand Your requirements.

Citra Finance Pvt Ltd with the help of the technology of Phocket will provide various services, including but not limited to ("Services"):

Facilitating the purchase and sale of Product between the Users on its Platform;

Citra Finance will assist Phocket users to obtain their credit report . Phocket will monitor and update the credit report obtained by the customer through the use of the Platform as and when Phocket receives such report from Citra Finance Pvt Ltd.

Provision of support to the Users in verifying the financial capabilities of Users;

Provision of a social score based on User's Facebook, Twitter, LinkedIn or any other social media accounts that are linked with User's account on the Platform.

In the event You have registered Your phone number on the 'Do Not Disturb' registers with Your network provider, you shall ensure to take all steps to enable the Company's representatives to contact You via phone to provide details about different financial products and You shall ensure that such calls received by You are pursuant to You providing Us with information and You shall not register a complaint with the relevant authorities for the same.

For the provision of the above-mentioned Services, Phocket will be using and sharing the information of the User with multiple financial institutions and other parties, as may be required for the purpose mentioned above and Phocket shall also run multiple credit checks to be able to get the best available offers to suit the needs of the Users. The collection, storing, use and transfer of information shared by the User shall be governed in accordance with the Privacy Policy.

2. ELIGIBILITY

The User of this Platform unequivocally declares and agrees that the User is a natural/legal person who has attained the age of at least 20 years and is legally allowed to enter into a contract in India. The User is allowed to utilize the Services in accordance with the terms and conditions detailed hereinafter. By registering on the Platform, the User hereby undertakes to agree and abide by the Terms & Conditions detailed herein. If the User violates any of these Terms & Conditions, or otherwise violates an agreement entered into through the medium of the Platform, Phocket may terminate the User's membership, delete his/her profile and any content or information posted online by the User on the Platform and / or prohibit the User from using or accessing the Platform at any time in its sole discretion, with or without notice, including without limitation if Phocket believes that User is under the age of 20 years.

3. ACCEPTANCE OF TERMS AND CONDITIONS

As a User of this Platform, you have agreed to the Terms & Conditions provided hereunder or anywhere else on this Platform including but not limited to disclaimers on this Platform. You are advised to read and understand the said Terms & Conditions and in case You do not wish to agree to these Terms & Conditions, please refrain from using the Platform.

Phocket reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms & Conditions, at any time without any prior written notice to the User. It is the User's responsibility to review these Terms & Conditions periodically for any updates/ changes. User's continued use of the App or Website following the modification of these Terms and Conditions will imply the acceptance by the User of the revisions.

4. YOUR ACCOUNT

If You wish to use the Platform, You are required to maintain an account and will be required to furnish certain information and details, including Your name, email id, contact number and any other information deemed necessary by Phocket and as further detailed in the Privacy Policy. You are responsible for maintaining the confidentiality and security of Your account, password, activities that occur in or through Your account and for restricting access to Your computer to prevent unauthorized access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and

secure and should inform us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details You provide Us with are true, correct, accurate and complete. Upon Phocket gaining knowledge of having any reasonable suspicion that the information provided by You is wrong, inaccurate or incorrect, Phocket shall immediately terminate Your account without any notice to You in this regard. In the event of any changes to the information shared by You at the time of registering Yourself on the Platform, You shall be responsible for forthwith notifying the said changes to Us.

You can access and update most of the information You provided us on the 'dashboard' area of Your account after You log-in or by writing to Us at customer@Phocket.com. The right to use this Platform is personal to the User and is not transferable to any other person or entity.

You shall at all times abide by the Terms and Conditions stated herein and any breach of these conditions may also lead to Phocket terminating Your account and appropriate civil and criminal remedies will be sought against You as provided under the laws of India.

5. PRIVACY

Phocket collects certain information from You in order to provide the Services. Phocket's use of Your personal information is governed in accordance with the Privacy Policy.

6. LICENSE AND ACCESS

Phocket grants You a limited license to access and use the Platform for availing the Services, but not to download any material from it (other than page caching) or modify it, or any portion of it, except with expressed written consent of Phocket and/or its affiliates, as may be applicable. Any unauthorized access to the Platform or any networks, servers or computer systems connected to Platform and any attempt to modify, adapt, translate or reverse engineer any part of the Platform or re-format or frame any portion of the pages of the Platform, save to the extent expressly permitted by these Terms & Conditions, is not permitted. This license is non-transferable and does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of account information for the benefit of anyone other than Your use; or any use of data mining, robots, or similar data gathering and extraction tools. The Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written

consent of Phocket and / or its affiliates, as may be applicable. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by Phocket.

You are permitted to use content delivered to You through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.

7. MONITORING OF THE PLATFORM AND YOUR ACCOUNT

Citra Financial Pvt Ltd / Phocket has the right and liberty to monitor the content of the Platform at all times which shall include information provided in Your account. The monitoring of the Platform is important to determine the veracity of the information provided by You and that every User remains in consonance with the Terms & Conditions provided herein. Subject to the Terms & Conditions mentioned herein, Citra Financial Pvt Ltd / Phocket shall also have the liberty to remove any objectionable content which is in contravention of the Terms & Conditions herein or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

8. SERVICE SUSPENSION

Citra Financial Pvt Ltd / Phocket may wish to stop providing the Services and may terminate use of it at any time without giving notice of termination to You. Unless Citra Financial Pvt Ltd / Phocket informs the User otherwise, upon any termination, (a) the rights and licenses granted to You in these terms will end; and (b) User must stop using the Platform forthwith. Citra Financial Pvt Ltd / Phocket reserves the right to suspend or cease providing any Service and shall have no liability or responsibility to the User in any manner whatsoever if it chooses to do so.

9. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms & Conditions, You are prohibited from using the Platform: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious

code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate Your use of the Service or any related website for violating any of the prohibited uses.

10. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

Notwithstanding anything to the contrary contained herein, neither Citra Financial Pvt Ltd / Phocket nor its affiliated companies, subsidiaries, officers, directors, employees or any related party shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these Terms & Conditions. To the maximum extent permitted by law, you waive, release, discharge and hold harmless Citra Financial Pvt Ltd / Phocket, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of Your use of the Platform.

As a User, you also acknowledge that Citra Financial Pvt Ltd / Phocket has maintained and carried out all possible checks and balances to assure the credibility of the Users as listed on the Platform. The information provided on the Platform is based on the information that is provided to Citra Financial Pvt Ltd / Phocket. In case the User does not disclose any information to Citra Financial Pvt Ltd / Phocket, and the same is not found out at the first instance by Citra Financial Pvt Ltd / Phocket despite all measures adopted to certify the ratings or credibility of a User, Citra Financial Pvt Ltd / Phocket shall not be responsible for any claims or liabilities. Citra Financial Pvt Ltd / Phocket, in any event, is not responsible for any default in return of money that is borrowed from the lender and the lender shall have the exclusive right to initiate proceedings against the defaulter borrower. Citra Financial Pvt Ltd / Phocket shall to the best of its abilities aid the concerned User in terms of provision of information to initiate any legal proceedings. However, Citra Financial Pvt Ltd / Phocket shall not be responsible for any default on behalf of the User. The User is entitled to conduct its own diligence before taking any steps to initiate the processes outlined in the Website.

Citra Financial Pvt Ltd / Phocket makes no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted. Consequently, Citra Financial Pvt Ltd / Phocket assumes no liability

whatsoever for any monetary or other damage suffered by You on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the Platform; and/or any interruption or errors in the operation of the Platform. This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents/content comprising this Terms & Conditions. It is up to You to take precautions to ensure that whatever You select for Your use is free of such items as viruses, worms, malware, Trojan horses and other items of a destructive nature.

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU FURTHER AGREE THAT NEITHER COMPANY OR THIRD PARTY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL 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 COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE / PLATFORM; (ii) THE COST OF

GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE. THE MAXIMUM LIABILITY OF PHOCKET SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO THE COMPANY FOR THE SERVICE.

11. INDEMNITY

You agree to indemnify, save, and hold Citra Financial Pvt Ltd / Phocket, its affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Services or of the Website or App or Platform, any violation by You of these Terms & Conditions, or any breach of the representations, warranties, and covenants made by You herein or Your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material posted/ transmitted by You on the Platform. Citra Financial Pvt Ltd / Phocket reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Citra Financial Pvt Ltd / Phocket, including rights to settle, and You agree to cooperate with Citra Financial Pvt Ltd / Phocket's' defense and settlement of these claims. Citra Financial Pvt Ltd / Phocket will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Terms & Conditions.

12. ADVERTISERS/ THIRD PARTY LINKS ON THE PLATFORM

Citra Financial Pvt Ltd / Phocket accepts no responsibility for advertisements contained within the Platform. Citra Financial Pvt Ltd / Phocket has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Platform exists. Such linked websites and mobile applications are provided "as is" for User's convenience only with no warranty, express or implied, for the information provided within them. Citra Financial Pvt Ltd / Phocket does not provide any endorsement or recommendation of any third-party website or mobile application to which the Platform

provides a link. Further, the Users consent and agree that the content provided on the Website and the App shall be synced and shall be available in both mediums.

13. USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If at Citra Financial Pvt Ltd / Phocket's request, you send certain specific submissions (for example contest entries) or without a request from Us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that You forward to Us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that Your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that Your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third-party.

You are licensing to the Company and its service providers, any information, data, passwords, materials or other content (collectively, "Content") You provide through or to the Service. Company and service provider of Company may use, modify, display, distribute and create new material using such Content to provide the Service to You. Company and Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through Your use of the Service. By submitting Content, you automatically agree or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and its third-party service provider may use the Content for the purposes set out above. As between Company and third-party service provider, Company owns Your confidential account information.

14. ACKNOWLEDGEMENTS

You acknowledge that Phocket is a platform bringing Users together and that the Phocket is not engaged in either grant of the loan or borrowing any money or assistance for any financial products from any member using the Phocket Platform. You acknowledge that

the use of the financial products is entirely based on the negotiations between the Users and third party and neither Phocket nor its affiliates, contractors, employees, officers, directors, agents and its third-party associates, licensors, and partners have any interest with regard to any financial products assistance procured by or to a registered User. You acknowledge that Citra Financial Pvt Ltd / Phocket will not be responsible for any claim or damage in case of use of the financial products. Citra Financial Pvt Ltd / Phocket in no manner warrants or guarantees the performance of a third-party service provider that is providing services through the App. You acknowledge that Citra Financial Pvt Ltd / Phocket in no manner guarantees that the Users have provided all the information on this App which is true and correct including his address, phone numbers etc. You acknowledge that it is Your responsibility to verify the information about the person on the Platform and Citra Financial Pvt Ltd / Phocket is in no manner liable if the information provided on this App is untrue or incorrect. You acknowledge that Phocket or Citra Financial is in no manner responsible for any claim of money or damages in the event one person fails to either grant the loan or a person fails to repay the loan or misrepresents his financial status or commits a fraud or cheating or any other such illegal act.

15. REFUND FOR CHARGE BACK TRANSACTION

In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Phocket Infotech Private Limited with his/ her claim details and claim refund from Citra Financial Pvt Ltd via the technology platform of Phocket Infotech Private Limited alone. Such refund (if any) shall be affected only by Citra Financial Pvt Ltd via the technology platform of Phocket Infotech Private Limited via payment gateway or by means of a demand draft or such other means as Citra Financial Pvt Ltd deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.

16. REFUND FOR FRAUDULENT/DUPLICATE TRANSACTION(S)

The User shall directly contact Citra Financial Pvt Ltd / Phocket Infotech Private Limited for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Citra Financial Pvt Ltd/ Phocket Infotech Private Limited alone in line with their policies and rules.

17. APPLICABLE LAWS

Your use of this Platform and any Term & Conditions stated in this agreement is subject to laws of India. In case of any disputes arising out of the use of the Website, Courts of New Delhi will have exclusive jurisdiction.

18. GRIEVANCES

Users have complete authority to file a complaint/ share feedback if they are disappointed by services rendered by Phocket. They can give their complaint/ feedback in writing or by way of an email to the following:

Grievance Officer: Mr. Som Nath

Email: phocket@citra.co.in