



DMI Finance Private Limited

GENERAL TERMS AND CONDITIONS OF LOAN

THE BORROWER ACKNOWLEDGES AND AGREES THAT THE PRODUCT/MOBILE DEVICE SHALL BE DELIVERED WITH A MOBILE APPLICATION WHICH SHALL LOCK THE MOBILE DEVICE ON OCCURRENCE OF DELIQUENCY/DELAY IN PAYMENT AS PROVIDED BELOW, AND ON SUCH LOCKING THE BORROWER WILL NOT BE ABLE TO USE THE DEVICE EXCEPT FOR MAKING EMERGENCY CALLS AND RECEIVING OF CALLS. THE BORROWER ACCEPTS THAT DMI IS ENTITLED TO CONTINUE SUCH DEVICE LOCKING TILL THE DEFAULT IS CURED TO DMI'S SATISFACTION. THE BORROWER ACKNOWLEDGES THAT WILL TAKE DMI/SAMSUNG AROUND 48 HOURS TO DEACTIVATE THE DEVICE FUNCTIONALITY RESTRICTION FROM RECTIFICATION OF THE DELINQUENCY / DEFAULT AND AGREES THAT THE BORROWER SHALL NOT HAVE ANY CLAIMS FOR ANY REASONABLE TIME TAKEN BY DMI/SAMSUNG FOR REACTIVATING THE USE OF THE DEVICE.

GENERAL TERMS AND CONDITIONS OF LOAN ("GC") for loans by **DMI Finance Private Limited** having its registered office at Express Building, Third Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi - 110002 ('DMI' which shall mean and include its successors and assigns)

1. DEFINITIONS

1.1. The terms and expressions contained in these GC and the Loan Application Form are defined as under:

"**Availability Period**" shall mean the period within which the Borrower can request a Drawdown from the Facility and is as detailed in the Loan Details Sheet;

"**Available Facility Amount**" means at any point of time the undrawn amount of the Facility, including any amount of the Facility which becomes available pursuant to any repayment or prepayment of all or part of any previous Drawdown;

"**Borrower**" means the borrower as described in the Loan Details Sheet;

"**Borrower's Dues**" means all sums payable by the Borrower to DMI, including outstanding Facility, Interest, all other charges, costs and expenses;

"**Drawdown**" shall mean each drawdown of the Facility within the Availability Period and as per the terms of the Financing Documents, including drawdown of any amount which becomes available against the Facility, pursuant to prepayment/ repayment of any earlier Drawdown;

"**Due Date**" in respect of any payment means the date on which any amount is due from the Borrower to DMI.

"**EMI**" means the equated monthly amount to be paid by the Borrower towards repayment of all outstanding Drawdowns and payment of interest (if applicable) as per Financing Documents;

"**Facility**" means the maximum drawdown limit granted by DMI to the Borrower as per Loan Details Sheet, which may be available to the Borrower as a revolving credit;

"**Financing Documents**" means these GC, the Loan Application, the Loan Details Sheet, including the annexures hereto and any documents executed by the Borrower or as required by DMI, as amended from time to time;

"**Loan Application**" means the application in the prescribed form as submitted from time to time by the Borrower to DMI for seeking financing;

"**Loan Details Sheet**" means the Loan Details Sheet executed between DMI and Borrower, from time to time;

"**Material Adverse Effect**" means any event which in DMI's opinion would have an adverse effect on (i) Borrower's ability to pay the Borrower's Dues or (ii) recoverability of the Borrower's Dues;

"**Overdue Interest Rate**" means the default interest as prescribed in the Loan Details Sheet which is payable on all amounts which are not paid on their respective Due Dates;

"**Purpose**" means the utilization of each Drawdown as mentioned in the Loan Details Sheet including for purchase of any product from Vendors;

"**Product**" shall mean, if applicable, a product purchased by the Borrower from any Vendor and in line with the Purpose provided in the Loan Details Sheet;

"**Vendor**" shall mean the vendors, including e-commerce website as approved by DMI from time to time in respect of which financing would be provided by DMI for purchase of any Products.

1.1A. In this GC, (a) the singular includes the plural (and vice versa) and (b) reference to a gender shall include references to the female, male and neutral genders.

2. DISBURSEMENT

2.1. The Borrower may at any time during the Availability Period, request disbursement of any amount to the extent of the Available Facility Amount. DMI shall have the sole and absolute discretion to allow or reject Drawdown against such request. The Facility may be in the nature of a revolving credit and the Available Facility Amount may change during the Availability Period on account of prepayments/repayment. Notwithstanding anything contained in this GC, DMI shall have the absolute right to cancel or refuse any further Drawdowns from the Facility at its sole discretion as it may deem fit, including on account of any change in credit evaluation of the Borrower.

2.2. Disbursement of any Drawdown directly to any vendor / seller/ healthcare institution or its authorized person for any Purpose shall be treated as having been disbursed to the Borrower.

2.3. The Borrower shall pay non-refundable processing charges as stated in the Loan Details Sheet, along with tax thereof, which may be added as a deemed disbursement to the first Drawdown and the Borrower will accordingly be liable for entire Drawdown.

3. INTEREST AND REPAYMENT

3.1. The Borrower will pay Interest (if applicable) on each Drawdown made by the Borrower of the Facility and all other amounts due as provided in Loan Details Sheet and the interest shall be compounded on a monthly basis. The Borrower will be liable for the entire Drawdown amount and shall pay the full amount for each Drawdown. However, in such cases, in the event the installment is not paid on the Due Date, all overdue amounts shall accrue Interest at the prescribed rate ("**Overdue Interest Rate**") which shall be computed from the respective due dates for payments and the interest shall be compounded on a monthly basis.



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- 3.2. The Borrower acknowledges that in case of identified Purpose, Drawdown may be allowed on zero interest basis and in such cases the return shall be made available to DMI by way of one-time non-refundable upfront discount provided by vendors/ healthcare institutions on selected Purposes as mutually agreed between DMI and *vendor* / its authorized representative.
- 3.3. The tenure of each Drawdown shall be as provided in the Loan Details Sheet. EMI shall be as calculated by DMI as required for amortization of Drawdowns within their respective tenure and Interest payable thereon and not exceeding the maximum EMI as provided in the Loan Details Sheet. EMI shall only be towards principal outstanding and Interest thereon and does not include any default interest or any other charges payable by the Borrower pursuant to Financing Documents.
- 3.4. The payment of each EMI on time is the essence of the contract. The Borrower acknowledges that s/he has understood the method of computation of EMI and shall not dispute the same.
- 3.5. Notwithstanding anything stated elsewhere in the Financing Documents, all Borrower's Dues, including EMI, shall be payable by the Borrower to DMI as and when demanded by DMI, at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, within 15 (fifteen) days of such demand.
- 3.6. DMI shall be entitled to prospectively revise the rate of interest/any other charges, if so required under any applicable law and DMI may recompute the EMI /the number of EMI for repayment of outstanding Facility and interest. Any such change as intimated by DMI to Borrower will be final and binding on the Borrower. In case of such revision the Borrower shall be entitled to prepay, within 30 (thirty) days of such revision, the entire outstanding Facility along with accrued Interest (if applicable), without any prepayment penalty.
- 3.7. **In case of delayed payments, without prejudice to all other rights of DMI, DMI shall be entitled to Overdue Interest Rate (as prescribed in Loan Details Sheet) from the Borrower for the period of delay.**
- 3.8. **The Borrower may pre-pay any Drawdown prior to its scheduled tenure only with the prior approval of DMI and subject to such conditions and prepayment charges, as stipulated by DMI.**
- 3.9. The Borrower shall bear all interest, tax, duties, cess duties and other forms of taxes whether applicable now or in the future, payable under any law at any time in respect of any payments made to DMI under the Financing Documents. If these are incurred by DMI, these shall be recoverable from the Borrower and will carry interest at the rate of Overdue Interest Rate from the date of payment till reimbursement.
- 3.10. Notwithstanding any terms and conditions to the contrary contained in the Financing Documents, the amounts repaid by the Borrower shall be appropriated firstly towards cost, charges, expenses and other monies; secondly towards Overdue Interest Rate, if any; thirdly towards Interest; and lastly towards repayment of principal amount of a Facility.
- 3.11. Interest (if applicable), Overdue Interest Rate and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.
- 3.12. If the due date for any payment is not a business day, the amount will be paid by Borrower on immediately succeeding business day.
- 3.13. All sums payable by the Borrower to DMI shall be paid without any deductions whatsoever. Credit/ discharge for payment will be given only on realization of amounts due.
- 4. MODE OF PAYMENT, REPAYMENT AND PREPAYMENT**
- 4.1. The Borrower shall, as required by DMI from time to time, provide (i) ("EMANDATES") or (ii) National Automated Clearing House (Debit Clearing)/ any other electronic or other clearing mandate (collectively referred to as "NACH") as notified by the Reserve Bank of India ("RBI") against Borrower's bank account for payment of dues. Such EMANDATES/NACH shall be drawn from such bank and from such location as agreed to by DMI. The Borrower shall honor all payments without fail on first presentation/ due dates. EMANDATE/ NACH provided by the Borrower may be utilized by DMI for realization of any Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes DMI to take all actions required for such realization. The Borrower shall promptly (and in any event within seven (7) days) replace the EMANDATE and/or the NACH and/or other documents executed for payment of Borrower's Dues as may be required by DMI from time to time, at its sole discretion.
- 4.2. The Borrower shall, at all times maintain sufficient funds in his/her bank account/s for due payment of the Borrower's Dues on respective Due Dates. Borrower shall not close the bank account/s from which the EMANDATE / NACH have been issued or cancel or issues instructions to the bank or to DMI to stop or delay payment under the EMANDATE / NACH and DMI is not bound to take notice of any such communication.
- 4.3. The Borrower agrees and acknowledges that the EMANDATE/ NACH have been issued voluntarily in discharge of the Borrower's Dues and not by way of a security for any purpose whatsoever. The Borrower also acknowledges that dishonor of any EMANDATE/ NACH is a criminal offence under the Negotiable Instruments Act, 1881/ The Payment and Settlements Act, 2007. The Borrower shall be liable to pay dishonour charges for each EMANDATE/ NACH dishonour (as prescribed in Loan Details Sheet).
- 4.4. Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EMIs or other sum and DMI shall be entitled to present the EMANDATE/ NACH on the respective due dates.
- 4.5. Notwithstanding the issuance of EMANDATE / NACH, the Borrower will be solely responsible to ensure timely payment of dues.
- 4.6. The Borrower agrees and acknowledges that in the event of payment of dues through modes other than eMandate / NACH, there can be additional charges for transactions and the same shall be borne by the Borrower.
- 5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES**
- 5.1. The Borrower shall:
- (i) Observe and perform all its obligations under the Financing Documents.
- (ii) Immediately deliver to DMI all documents, including bank account statements as may be required by DMI from time to time. The Borrower also authorizes DMI to communicate independently with (i) any bank where the Borrower maintains an account and to seek details and statement in respect of such account from the bank and (ii) with any employer of any Borrower as DMI may deem necessary, including for monitoring Borrower's creditworthiness.
- (iii) Immediately notify DMI of any litigations or legal proceedings against any Borrower.
- (iv) Notify DMI of any Material Adverse Effect or Event of Default.
- (v) Notify DMI in writing of all changes in the location/ address of office /residence /place of business or any change/resignation/ termination / closure of employment/ profession /business.
- (vi) Not leave India for employment or business or long term stay abroad without fully repaying the Facility then outstanding, together with interest and other dues and charges.
- (vii) Provide security, if any, as specified in Financing Documents or as may be required by DMI in case of any change in credit worthiness of any Borrower (as determined by DMI).



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- (viii) Ensure deposit of salary and / or business proceeds in the account from which EMANDATES/ECS have been issued to DMI.
 - (ix) On or prior to the first Drawdown take a credit life insurance policy as required by DMI which shall include a cover for accidents, death, permanent disability and unemployment and such other terms as shall be acceptable to DMI.
 - (x) Comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002.
 - (xi) Utilise each Drawdown only for the Purpose.
 - (xii) The Borrower hereby creates a charge on the Product in favour of the Lender
- 5.2. The Borrower hereby creates a first and exclusive charge by way of hypothecation on the Product in favour of DMI
- 5.3. Each Borrower represents and warrants to DMI as under:
- (i) All the information provided by Borrower in the Loan Application and any other document, whether or not relevant for ascertaining the credit worthiness of the Borrower, is true and correct and not misleading in any manner;
 - (ii) The Borrower is capable of and entitled under all applicable laws to execute and perform the Financing Documents and the transactions thereunder;
 - (iii) The Borrower is above 18 years of age and this GC is a legal, valid and binding obligation on him/her, enforceable against him/her in accordance with its terms;
 - (iv) The Borrower declares that he/ she is not prohibited by any law from availing this Facility;
 - (v) No event has occurred which shall prejudicially affect the interest of DMI or affect the financial conditions of Borrower or affect his/her liability to perform all or any of their obligations under the Financing Documents;
 - (vi) Borrower is not in default of payment of any taxes or government dues;
 - (vii) The Borrower will do all acts, deeds and things, as required by DMI to give effect to the terms of this GC;
 - (viii) That there are no bankruptcy or insolvency proceedings against the Borrower.
- 5.4. The Borrower gives its consent to DMI to use/store all the information provided by the Borrower or otherwise procured by DMI in the manner it deems fit including for the purposes of this Facility or for its business and understands and agrees that DMI may disclose such information to its contractors, agents and any other third parties.
- 5.5. In the event the Facility/Drawdown is for purchase of any Product, the Borrower also undertakes and covenants as below:
- (i) Borrower shall not be entitled to any increase in the Facility amount by reason of any increase in the purchase price of any Product. However, in the event of any decrease in the purchase price, DMI may in its discretion reduce the principal amount of the sanctioned Facility;
 - (ii) The Vendor shall be exclusively responsible for delivery of the Product and DMI shall not be liable for any delay in delivery or non-delivery of the Product and/or with respect to the quality, condition, fitness, suitability or otherwise whatsoever of the said Product;
 - (iii) In the case Product cancellation, DMI will treat the relevant Facility repaid only if the Vendor refunds the amount to DMI upon compliance by the Borrower with the refund policy of the Vendor. In case of such refund, DMI shall refund the EMI, if any, paid by the Borrower, less Interest if any for the period between purchase and refund, and treat the Facility/Drawdown as fully discharged. The processing fees will not be reimbursed and will be adjusted against the refund, if any;
 - (iv) The Borrower shall not claim part possession or ownership of the Product or create any third party rights thereon without consent of DMI;
 - (v) DMI shall have first and exclusive charge on the Product.
- 6. EVENTS OF DEFAULT**
- 6.1. The following acts/events, shall each constitute an "Event of Default" by the Borrower for the purposes of each Facility:
- (i) The Borrower fails to make payment of any Borrower's Dues on Due Date;
 - (ii) Breach of any terms, covenants, representation, warranty, declaration or confirmation under the Financing Documents;
 - (iii) Any fraud or misrepresentation or concealment of material information by Borrower which could have affected decision of DMI to grant any Facility;
 - (iv) Death, lunacy or any other permanent disability of the Borrower;
 - (v) Borrower utilises the Drawdown for any purpose other than the Purpose;
 - (vi) Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of DMI could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy/liquidation/ insolvency of the Borrower or attachment / restraint of any of its assets;
- 6.2. The decision of DMI as to whether or not an Event of Default has occurred shall be binding upon the Borrower.
- 7. CONSEQUENCES OF DEFAULT**
- 7.1. Upon occurrence of any of the Events of Default and at any time thereafter, DMI shall have the right, but not the obligation to declare all sums outstanding in respect of the Facility, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 15 (fifteen) days thereof, DMI may at its sole discretion exercise any other right or remedy which may be available to DMI under any applicable law, including seeking any injunctive relief or attachment against the Borrower or their assets. Notwithstanding the aforesaid, in the event of the Borrower failing to make the payment of the Borrower's Dues within 90 (ninety) days from the Due Date of such payment, DMI shall, inter alia, have the right to classify the same as a non-performing asset (NPA) and report it accordingly to the credit bureaus.
- 7.2. DMI shall also have the unconditional right to immediately take possession of the Product and the Borrower will not obstruct or prevent the same. DMI will be entitled to sell, give on hire, or otherwise deal with the Product by public or private auction or private sale, without being liable for any loss, and to apply the net proceeds there of firstly towards the satisfaction of all costs incurred in respect of taking possession or such sale, and or deduct secondly towards payment of the balance of the interest and other sums payable by the Borrower to DMI and then towards the outstanding principal amount of the Facility and if there is any surplus, after adjustment and payment of all taxes charges etc on the transaction, DMI shall pay such surplus amount to the Borrower(s). However, DMI will handover the Product to the Borrower in the event all dues are paid to DMI's satisfaction prior to completion of the sale of the Product



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7.3. The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of DMI remedies.

8. DISCLOSURES

8.1. The Borrower acknowledges and authorizes DMI to disclose all information and data relating to Borrower, the Facility, Drawdowns, default if any, committed by Borrower to such third parties/ agencies as DMI may deem appropriate and necessary to disclose and/or as authorized by RBI, including TransUnion CIBIL Limited ("CIBIL"). The Borrower also acknowledges and authorizes such information to be used, processed by DMI / third parties/ CIBIL / RBI as they may deem fit and in accordance with applicable laws. Further in Event of Default, DMI and such agencies shall have an unqualified right to disclose or publish the name of the Borrower / or its directors/ partners/co-applicants, as applicable, as 'defaulters' in such manner and through such medium as DMI / CIBIL/ RBI/ other authorized agency in their absolute discretion may think fit, including in newspapers, magazines and social media.

8.2. The Borrower shall not hold DMI responsible for sharing and/or disclosing the information now or in future and also for any consequences suffered by the Borrower and/or other by reason thereof. The provisions of this clause 8 shall survive termination of the GC and the repayment of the Borrower's Dues.

9. MISCELLANEOUS

9.1. The entries made in records of DMI shall be conclusive evidence of existence and of the amount Borrower's Dues and any statement of dues furnished by DMI shall be accepted by and be binding on the Borrower.

9.2. Borrower's liability for repayment of the Borrower's Dues shall, in case where more than one Borrower have jointly applied for any Facility, be joint and several.

9.3. Borrower shall execute all documents and amendments and shall co-operate with DMI as required by DMI (i) to comply with any RBI guidelines / directives or (ii) for giving DMI full benefit of rights under the Financing Documents. Without prejudice to the aforesaid the Borrower hereby irrevocably consents that on its failure to do so, such changes shall be deemed to be incorporated in the Financing Documents and shall be binding on the Borrower.

9.4. Notwithstanding any suspension or termination of any Facility, all right and remedies of DMI as per Financing Documents shall continue to survive until the receipt by DMI of the Borrower's Dues in full.

9.5. The Borrower acknowledges that the rate of interest, penal charges, service charges and other charges payable and or agreed to be paid by the Borrower under Financing Documents are reasonable and acceptable to him/ her.

9.6. The Borrower expressly recognizes and accepts that DMI shall without prejudice to its rights to perform such activities itself or through its office employees be entitled and has full power and authority so to appoint one or more third parties (hereinafter referred to as "Service Providers") as DMI may select and to delegate to such party all or any of its functions, rights and power under Financing Documents relating to the sourcing, identity and verification of information pertaining to the Borrower, administration, monitoring of the Facility and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting Borrower, receiving Cash/Cheques/Drafts/ Mandates from the Borrower in favour of DMI.

9.7. The Borrower acknowledges that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him / her and DMI and not in respect of any service rendered/to be rendered by DMI. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder.

9.8. The Borrower hereby authorizes DMI to verify all information and documents including, income proof documents, residence documents, address proof documents, identity documents and other such documents containing personal and financial information as are submitted by them for obtaining any Facility and that they also consent to subsequent retention of the same by DMI.

9.9. The Borrower acknowledges and authorizes DMI to procure Borrower's PAN No./copy of Pan Card, other identity proof and Bank Account details, from time to time and to also generate / obtain CIBIL, Experian, Hunter reports and such other reports as and when DMI may deem fit. The Borrower also hereby gives consent and authorizes DMI to undertake its KYC verification by Aadhar e-KYC or otherwise and undertake all such actions as may be required on its behalf or otherwise to duly complete the process of such verification including by way of Aadhar e-KYC and share such information with any authority and store such information in a manner it deems fit.

9.10. In the event of any disagreement or dispute between DMI and the Borrower regarding the materiality of any matter including of any event occurrence, circumstance, change, fact information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of DMI as to the materiality of any of the foregoing shall be final and binding on the Borrower.

9.11. The Borrower and DMI may mutually agree on grant of a fresh facility on the terms and conditions of the GC and by execution of such further letter/undertaking by the Borrower as may be required by DMI.

10. SEVERABILITY

The Borrower acknowledges that each of his/her obligations under these Financing Documents is independent and severable from the rest.

11. GOVERNING LAW AND JURISDICTION

11.1 All Facility and the Financing Documents shall be governed by and construed in accordance with the laws of India.

11.2 All disputes, differences and / or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under the Financing Documents shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole Arbitration of a person to be appointed by DMI. The place of arbitration shall be Delhi and proceeding shall be under fast track procedure as laid down in Section 29(B) of the Act. The awards including interim awards of the arbitration shall be final and binding on all parties concerned. The arbitrator may pass the award without stating any reasons in such award.

11.3 Further, the present clause shall survive the termination of Financing Documents. The Courts at Delhi, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Delhi, India) over any or all disputes arising out of the Financing Documents.



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12. NOTICES

12.1 Any notice to be given to the Borrower in respect of Financing Documents shall be deemed to have been validly given if served on the Borrower or sent by registered post to or left at the address of the Borrower existing or last known business or private address. Any such notice sent by registered post shall be deemed to have been received by the Borrower within 48 hours from the time of its posting. Any notice to DMI shall be deemed to have been valid only if received by DMI at its abovestated address.

13. ASSIGNMENT

13.1 The Borrower shall not be entitled to jointly or severally transfer or assign all or any of their right or obligation or duties under the Financing Documents to any person directly or indirectly or create any third party interest in favour of any person without the prior written consent of DMI.

13.2 DMI shall be entitled to sell, transfer, assign or securitize in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, right, obligation, duties and / or liabilities under Financing Documents, without the prior written consent of, or intimation to the Borrower in such manner and such terms as DMI may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under the Financing Documents to such assignee or transferor. In such event, the Borrower shall substitute the remaining EMANDATES/ECS in favour of the transferee/ assignee if called upon to do so by DMI.

14. INDEMNITY

The Borrower hereby indemnifies, defends and holds DMI, its employees, representatives and consultants harmless from time to time and at all times against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney’s fees and expenses) as a result of or arising out of any failure by the Borrower to observe or perform any of the terms and conditions and obligations contained in the Financing Documents or Event of Default or the exercise of any of the rights by DMI under the Financing Documents, including for any enforcement of security or recovery of Borrower’s Dues.

15. **DMI Finance Private Limited (“DMI”) wishes to notify all the customers that, pursuant to Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances – Clarifications dated November 12, 2021 issued by Reserve Bank of India (“RBI”) as amended from time to time, the Company shall recognize incipient stress in borrower accounts, immediately on default, by classifying them as Special Mention Accounts (“SMA”) as per below mentioned basis of classification;**

“Date of overdue” means date on which Borrower accounts shall be flagged as overdue as part of the day end process.

Example: If the due date of loan account is 15-Mar-22 of the month and the full dues are not received before the Company runs the day-end process for this date, the borrower will be classified as under -

EMI Due date	15-Mar-22	Days Past Due (DPD)	-
EMI overdue	15-Mar-22	0-30	SMA0
EMI remains overdue (not received till day end process)	14-Apr-22	31-60	SMA1
EMI remains overdue	14-May-22	61-90	SMA2
EMI remains overdue	13-Jun-22	91 and above	NPA

The loan accounts classified as NPAs may be upgraded as ‘Standard’ asset only if entire arrears of interest and principal are paid by the borrower.

Example:

Particulars	Scenario 1*	Scenario 2
Loan Classification	NPA	NPA
EMI Amount	5,000	5,000
Overdue EMI	15,000	15,000
Payment Received	5,000	15,000
Balance Overdue EMI	10,000	-
Loan Classification	The borrower will continue to be reported as NPA till the entire overdue amount is paid	Standard

**In reference to RBI circular no. RBI/2021-2022/158 DOR.STR.REC.85/21.04.048/2021-22 dated Feb 15, 2022, the Scenario 1 (classified as NPAs may be upgraded as ‘standard’ asset only if entire arrears of interest and principal are paid) will be applicable from Oct 01, 2022.*



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Note:

- i. The reporting of NPA accounts will now be done on DPD basis.
- ii. In case of borrowers having more than one loan from DMI, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the loans.
- iii. The classification of an account as an NPA can have a corresponding effect on the credit scores maintained by the credit bureaus. DMI, therefore, urges all borrowers to make their EMI payments as per the due date mentioned in the loan repayment schedule. This enables an improvement in the credit score, avoidance of penalties, and improved eligibility for a top-up loan/offer.
- iv. We encourage all the borrowers to log in to the <https://portal.dmifinance.in/> to pay the EMIs.

16. Acceptance:

I / We am / are aware that DMI shall agree to become a party to this GC only after satisfying itself with regard to all conditions and details filled by me / us in the GC and other Financing Documents in consonance with DMI policy. I / We agree that this GC shall be concluded and become legally binding on the date when the authorized officer of DMI signing this at Delhi or on the date of first disbursement, whichever is earlier.

By clicking "I accept", the Borrower electronically signs these GC and agrees to be legally bound by its terms. The Borrower's acceptance of these GC shall constitute: (i) the Borrower's agreement to irrevocably accept and to be unconditionally bound by all the terms and conditions set out in these GC; and (ii) the Borrower's acknowledgment and confirmation that these GC (along with the Financing Documents) have been duly read and fully understood by the Borrower.



Key Fact Sheet/Loan Details Sheet

Date		24-05-2023
Name of the Regulated Entity		DMI Finance Pvt. Ltd.
Loan reference Number		DMI0035593668
Applicant Name		Narayan Jadhav Kiran
Sr. No.	Parameter	Details
i	Overall Loan Amount (in Rupees)	37080.0
ii	Sanction/Utilized Amount	9448.0
(a)	Device loan amount	9448.0
(b)	Samsung Care+ Loan Amount	Not Applicable
(c)	Insurance (Credit Shield) Loan Amount	Not Applicable
iii	Total interest charge during the entire tenor of the loan (in Rupees)	0.0
iv	Other up-front charges, if any (break-up of each component to be given below) (in Rupees)	399.0
(a)	Processing fees, paid up-front, if any (in Rupees)	399.0
(b)	Others (if any) (in Rupees) (details to be provided)	
v	Net disbursed amount (in Rupees)	9448.0
vi	Total amount to be paid by the borrower (in Rupees)	9448.0
vii	Annual Percentage Rate - Effective annualized interest rate (%) (computed on net disbursed amount using IRR approach and reducing balance method)	0.0
viii	Opted for LOC	Yes
ix	Tenor of the Loan (in months/days)	8
x	Rate of Interest Monthly	0.00 Rs. per Month
xi	Repayment frequency by the borrower	Monthly
xii	Number of instalments of repayment	8
xiii	Amount of each instalment of repayment (in Rupees)	1181.0
xiv	First EMI Due Date	05-07-2023
xv	Mode of Loan Payment	NACH/E-mandate/UPI
xvi	Line Validity Period	60 Months
xvii	Product Purchased	PHONE
xviii	Device/Product Model	A04s (4_64 GB)
xix	Device IMEI/Serial Number	358799699957036
xx	Wearable Model	Not Applicable
xxi	Samsung care+ Plan No	Not Applicable
xxii	Wearable Loan amount (For Bundled Loan)	Not Applicable
Details about Contingent Charges*		
xxiii	Bounce Charges	Rs. 400 plus GST
xxiv	Penal Charges	Rs. 400 plus GST
xxv	Other Charges (Applicable for Alternate Modes/Non-Nach)	Up to Rs 30 + GST
xxvi	NACH Rejection Charges	Rs 450 + GST



Other disclosures		
xxvii	Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan	5 days
xxviii	Details of LSP acting as recovery agent and authorized to approach the borrower	DMI Finance Pvt. Ltd.
xxix	Nodal grievance redressal officer designated specifically to deal with FinTech/ digital lending related complaints/ issues – Grievance Redressal Officer (Consumer Loans) Name- Ashish Sarin Designation- Senior Vice President - Customer Success Email Address: head.services@dmifinance.in / grievance@dmifinance.in Address: Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002 Contact No.: 011-41204444 https://www.dmifinance.in/fair-practice.html	

* Contingent charges can be changed depending on policy of the company

Note

Charges & Deductions applicable to this Loan Facility are as mentioned in the application form and have been duly explained to me. I/We confirm the receipt of General Terms & Conditions governing this Loan Facility, which have been signed by me/us in acceptance and a copy of which has been provided to me/us and confirm that the Loan Facility granted by DMI on the above terms will also be governed by the aforesaid General Terms and Conditions and my Loan Application.

You hereby acknowledge and understand that you are downloading Samsung Sure Application on the 'Samsung' mobile device ("Device") in pursuance of a consumer loan ("Loan") availed from financing partner as per the terms and conditions agreed between you and the financing partner under a loan agreement ("Loan Agreement"). **You acknowledge and agree that Samsung is providing the Service to you on behalf of the financing partner.**

ANNEXURE 2 - TERMS OF SERVICE

APPLICATION TERMS OF SERVICE

IMPORTANT - PLEASE READ CAREFULLY BEFORE OPERATING THE SERVICE (DEFINED BELOW). THESE TERMS OF SERVICE ("TOS") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND SAMSUNG INDIA ELECTRONICS PVT. LTD. ("SAMSUNG") IN RELATION TO THE SAMSUNG FINANCE+ APPLICATION AND ANY RELEVANT SOFTWARE OR DOCUMENTATION THEREOF (COLLECTIVELY, THE "SERVICE") PROVIDED BY SAMSUNG, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS AND/OR LICENSORS. BY AGREEING TO THESE TOS OR BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU WILL BE DEEMED TO HAVE READ AND UNDERSTOOD THESE TOS, AND AGREE TO BE BOUND BY THESE TOS. IF YOU DO NOT AGREE TO THE TOS, THEN DO NOT INSTALL OR USE THE SERVICE. IF THESE TOS CHANGE AND YOU CONTINUE TO USE THE SERVICE OR FAIL TO UNINSTALL THE SERVICE FOLLOWING ANY SUCH CHANGE, THEN IT WOULD BE DEEMED THAT YOU AGREE TO BE BOUND BY THE AMENDED TOS.

BY INSTALLING THE SERVICE, YOU ACCEPT THE TERMS AND CONDITIONS OF THESE TOS AND WARRANT TO SAMSUNG THAT YOU ARE COMPETENT TO CONTRACT UNDER THE APPLICABLE LAWS AND HAVE THE RIGHT, AUTHORITY AND CAPACITY TO USE THE SERVICE AND AGREE TO AND ABIDE BY THESE TOS.

To access the Service, you are required to download and install the Service on your Device. By installing the Service, you acknowledge and consent to receive, at any time, customer alerts, reminders, or any other communications from Samsung, its affiliates or the financing partner regarding repayment of dues as per the loan agreement, or in relation to offers for other products/ services offered by Samsung.

The Service, would allow you to view your account information (including your account ID/ payment bank account, amounts due at next payment and due dates) and payment details, access to online payment portals of financing partners to make required Loan repayments in accordance with the loan agreement, and customer support in relation to the same.

The Service, would 'lock' the Device in the event you fail to make payments as required under the Loan Agreement with financing partners. In the event of the 'locking' of the Device, you shall be allowed to use the Device only to access/ use mandatory services (as mandated under applicable laws), i.e., to make calls to designated emergency numbers, receive incoming calls, access your contacts and stored messages on such Device, and you may not disable the functioning of the satellite based GPS system feature

1. Grant of License

Subject to the terms and conditions of these TOS, you are granted a limited, non-exclusive, and revocable license to install, access and use the Service. The services and features provided by the Service or Update (defined below) thereto may vary or be limited depending on certain factors, including, without limitation, device, operating system, or network operator. Unless you are an age of majority as per the applicable laws, you are not permitted to enter into these TOS or use the Service. Services are available to you only in India as of now. You agree not to use or attempt to use Services from outside this location. Samsung may use technologies to verify your compliance. However Samsung will regularly update you regarding the change in permissible geography.

2. Reservation of Rights and Ownership

This Service includes software and data provided by third parties. You acknowledge that the Service is proprietary to Samsung and its licensors, and protected under applicable copyright and other intellectual property laws and treaties. These TOS and your use of the Service do not grant you any ownership interest in or to the Service, and you are granted only a limited license to use which is revocable in accordance with the terms of these TOS. You may not use the Service to reproduce copyrighted materials, or materials you do not have the right or legal approval for reproduction.

Except for private and non-commercial use, none of the contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted electronically or mechanically, transmitted, recorded, in any manner, photocopied or reproduced without prior written consent of Samsung or the financing partner. Any other use of the Service, including any commercial use, modification, display, distribution or republication without prior written consent of Samsung is strictly prohibited.

3. Restrictions

Except to the extent that mandatory Indian law requires that you be able to do so, you may not (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the Service; (ii) modify or disable any features of the Service, including the feature that allows for the ‘locking’ of the Device; (iii) create derivative works based on the Service; (iv) rent, lease, lend, sublicense or provide commercial hosting services with the Service; (v) infringe our intellectual property rights or those of any third party in relation to your use of the Service (to the extent that such use is not licensed by these TOS); (vi) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these TOS, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system; (vii) use the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (viii) collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service.

4. Update, Change or Suspension of the SERVICE

Samsung may, at any time, provide or make available updates or upgrades to the Service (“Updates”), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modification of the Service. Updates will be governed by these TOS unless separate terms and conditions are provided with such Updates, in which case that separate terms and conditions shall govern the Updates. Updates for security software or critical bug fixes or other important Updates may be automatically downloaded and installed given the importance of receiving such Updates in a timely manner to help protect you and other users.

Notwithstanding anything else contained in this TOS, Samsung expressly reserves the right to change, suspend, remove, limit the use of or disable the access to the Service or any portion thereof at any time without notice or liability. You hereby understand that these TOS may be amended from time to time pursuant to any Updates, and agree to be bound by the amended TOS, as the case may be.

5. Third Party Services and Content

Third party services and/or content may also be available to you through the Service. To the extent permitted by law, Samsung disclaims any warranty, condition or representation in respect of any third party services or content in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance of any applicable laws or regulations. The use of third party services and contents may be governed by such third party provider’s terms of use, license agreement, privacy policy, or other such agreement, including but not limited to the loan agreement with the financing partner. Certain portions of the Service may be subject to open source licenses, in which the terms of such open source licenses may precede the terms and conditions of these TOS with respect to that portion of the Service.

6. Consent for Collection and Use of Data

You acknowledge and agree that Samsung and/or parties that are entrusted by Samsung may collect and use information necessary to provide the Service and Updates, improve or enhance the Service. We may also share some information with our financing partners which is necessary to fulfill the financing partner's obligations under the loan agreement.

At all times your information will be treated in accordance with applicable law and Samsung's Privacy Policy, which can be viewed at: <http://account.samsung.com/membership/pp>.

7. Data Access

Some features of the Service may require your Device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. The Service may require access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Service may be affected by the suitability and performance of your Device or data access.

8. Compliance with Law

You acknowledge and agree to comply with any and all applicable laws and regulations in using the Service.

9. Retrieval of data

In the event of 'locking' of the Device, you may approach Samsung customer care for the purposes of retrieving any data or information from the 'locked' Device. Samsung may, in its sole discretion, make such arrangements it deems appropriate for the purposes of providing you with the required data or information from the 'locked' Device, and in doing so, may require for you to provide certain information/ documents including for the purposes of identification, ascertaining ownership of the Device, ownership of data/ information contained in the Device etc., or for making arrangements for the transfer of such data/ information to you. You acknowledge and agree that you shall be responsible for any costs and expenses incurred by Samsung in the process of providing you with the data and information from the 'locked' Device.

10. Termination

These TOS are effective until terminated. The TOS can be terminated by Samsung at any time with notice to you (e.g., service website, pop-up through application, email or etc.). The TOS cannot be terminated by you till such that as any loan payments are outstanding under the loan agreement. Once the loan has been repaid, you can terminate these TOS by ceasing your use of the Service, and uninstalling, deleting and returning all related software, documentations and other materials provided by Samsung, including backup copies thereof. Should you not comply with these TOS, your rights based on these TOS will be automatically terminated without notice from Samsung. Upon either your or Samsung's termination of these TOS, you acknowledge that your rights as provided under these TOS shall stand terminated with immediate effect and you must immediately cease all use of the SERVICE.

11. Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAMSUNG

OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY SAMSUNG OF WARRANTY REGARDING THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG.

12. Limitation of Liability

12.1 Samsung and you do not limit or exclude liability for any types of loss or damage for which liability cannot, under applicable law, be excluded or limited, to the extent that the applicable law prevents such exclusion or limitation, or to the extent that a court of competent jurisdiction judges that such an exclusion or limitation would be ineffective under applicable law..

12.2 Subject only to 12.1, Samsung shall not be liable for loss, damage or liability under contract (including negligence), laws on third party obligations (including 'tort' and negligence claims) or statutory obligations or any other legal basis whatsoever, even if Samsung was specifically put on notice of the risk of such loss (i) where the loss is indirect, incidental, special, consequential, or comprises exemplary or punitive damages, or (ii) for any loss of profit, loss of business, loss of opportunity, loss of data, (iii) where the loss relates to errors, omissions or interruptions, computer viruses, connection or connectivity problems or for network charges, or (iv) for your use of, or the inability to use, the Service, or the content, materials and functions related thereto, or any part thereof.

12.3 Subject only to 12.1 and 12.2, Samsung's total financial liability to You arising from or in connection with these TOS, the SERVICE or related matters shall not exceed the amount you paid Samsung or Samsung's affiliate specifically for this SERVICE.

12.4 You acknowledge that inclusion of any third party link on the Service does not imply that Samsung endorses the content published on that link and Samsung would not be held liable, whether directly or indirectly, in any manner in relation thereto. You also acknowledge that Samsung assumes no responsibility, and shall not be liable for, any damages to, or viruses that may affect the Device on account of your access to, use of, or browsing such third party links or downloading of any material, data, text, images, video content, or audio content from such third party links.

12.7 You acknowledge that the above provisions of clauses 11 and 12 are reasonable given the benefits of the Services and you will accept such risk and/or insure accordingly.

11.5 IT IS ESSENTIAL THAT YOU BACK UP YOUR DATA ON YOUR DEVICE BEFORE USING THE SERVICES TO AVOID LOSING ANY DATA.

13. Indemnification

You hereby agree to defend, indemnify and hold harmless Samsung, as well as its independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) your access to or use of Service; (b) your violation of these TOS or any applicable law(s); (c) your violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) your conduct in connection with the Service.

14. Applicable Law

These TOS and any contractual obligation between Samsung and you will be governed by the laws of India. These TOS shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. Dispute Resolution

Any legal action or proceeding related to your access to, or use of, the SERVICE or these TOS shall be subject to the exclusive jurisdiction of the courts at [•].

16. Entire Agreement

These TOS are the entire agreement between you and Samsung relating to the SERVICE and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SERVICE or any other subject matter covered by these TOS. If any provision of these TOS is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

17. Survival

Even after termination, obligations mentioned under Clause 10 (Termination), Clause 11 (Disclaimer of Warranty), Clause 12 (Limitation of Liability), Clause 13 (Indemnification), Clause 14 (Applicable Law), Clause 15 (Dispute Resolution), Clause 17 (Survival) and Clause 18 (Communication) will continue and survive termination.

18. Communications

When you use the Service or send email(s) to Samsung, you are communicating electronically. You consent to be contacted by and receive communications electronically including by way of email or SMS, or through any other medium, at any time from Samsung. You agree that all agreements, notices, disclosures and other communications that Samsung provides to you electronically satisfy all legal requirements. In connection with your use of the SERVICE, Samsung may send you Service announcements, administrative messages, and other information.

19. Headings

The headings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these TOS.

[Insert date of publication/ execution]

ANNEXURE 3 - PRIVACY POLICY

Samsung Finance+ Privacy Notice

Effective Date: February 21, 2018

Samsung Finance+ is a device locking application that would 'lock' the Device in the event you fail to make payments as required under the Loan agreement with Financing Partners. Samsung Finance+ would allow you to view your account information (including your account ID/ payment bank account, amounts due at next payment and due dates) and payment details, access to online payment portals of Financing Partners to make required Loan repayments in accordance with the Loan Agreement, and customer support in relation to the same.

This Privacy Notice is supplemental to Samsung's Privacy Policy and provides, specific information about how your personal data is used in connection with the Samsung Finance+ . This should be read in conjunction with the Samsung's Privacy Policy and can be found at <https://www.samsung.com/in/info/privacy/>.

In this Privacy Notice, we describe the types of information collected through the Samsung Finance+ , how we may use the information, how long we may keep the information, with whom we may share it and the choices available to you regarding our use of the information and exercising your rights. We also describe the measures we take to safeguard the information and tell you how to contact us about our privacy practices.

Information We Obtain

Through the Samsung Finance+ , we may obtain information about you in various ways. The types of personal information we obtain include:

- Account Information. When you log in, we may collect information associated with your Account such as your name, email address, mobile number, and repayment details. Samsung does not store or retain details of your credit/ debit card, bank account details or anyother payment instrument used by you to make repayment of the due loan amount.
- Samsung Finance+ Interactions. We may collect information you exchange through your interactions with the Samsung Finance+ such as transaction data. We also may obtain other information related to your use of the Samsung Finance+ , including the information (such as information related to the apps you use, the websites you visit and pictures, calendar entries, bookmarks, and content and data from other Samsung and third-party apps, websites and services) we receive from Samsung and third-party apps and services that are accessed or used by the Samsung Finance+ to provide you with the services (such as payment details).
- Geolocation Data. We may receive your device's geolocation and other information related to your location through GPS.
- Device and App Information. We may collect information through automated means about your Samsung Finance+ , such as device models, OS versions, device configurations and settings, IP addresses, and device identifiers and other unique identifiers. In addition, we may obtain information about how, when and for how long you use your Samsung Finance+ -enabled devices, including your usage of the Samsung Finance+ .

How We Use the Information We Obtain

We may use the information we obtain through the Samsung Finance+ to:

- provide you with the services, such as to respond to your requests, questions and instructions made through Samsung Finance+ ;
- identify and authenticate you so you may use Samsung Finance+ ;
- improve and customize your experience with the Samsung Finance+ , such as delivering content and responses tailored to our users and the manner in which they interact with the Samsung Finance+ ;
- with your separate consent, communicate with you about our products and services, and provide you with notifications, content, alerts, offers, promotions, marketing information, communications and advertisements;
- respond to your requests and inquiries;
- operate, evaluate and improve our business (including developing new products; enhancing and improving our products and the services; managing our communications; analyzing our products, customer base and the services; conducting market research; performing data analytics; and performing accounting, auditing and other internal functions);
- allow you to interact with and use certain third-party apps and services;
- protect against, identify and prevent fraud and other criminal activity, claims and other liabilities; and
- comply with and enforce applicable legal requirements, relevant industry standards and our policies, including this Privacy Notice.

Through Samsung Finance+ , we may collect personal information about your online activities on the Samsung Finance+ -enabled devices over time and across third-party apps, websites and other online services. We may use third-party analytics services on Samsung Finance+

s. The providers that administer these analytics services help us analyze your use of the Samsung Finance+ and improve Samsung Finance+ .

Information Sharing

We do not disclose personal information about you through the Samsung Finance+ , except as described in this Privacy Notice. We may share your personal information with our subsidiaries and affiliates and with service providers who perform services for us including the financing partners. We do not authorize our service providers to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements.

When you use the Samsung Finance+ to access or interact with third-party apps and services, we may send certain personal information to the providers of such third-party apps and services to provide you with the services you request. Examples of this information may include the loan repayment details, geolocation and other location data, and other data that helps facilitate the services you request. These third parties also may collect certain personal information directly from your devices through the Samsung Finance+ . Samsung is not responsible for these third-party providers' privacy or security practices. The privacy and security practices of the relevant providers, including details on the information they receive from us or collect about you, are subject to the privacy statements of these parties, which we strongly suggest you review.

Samsung, our subsidiaries and affiliates, and our third-party service providers also may disclose information about you (1) if we are required to do so by law or legal process (such as a court order or subpoena); (2) in response to requests by government agencies, such as law enforcement authorities; (3) to establish, exercise or defend our legal rights; (4) when we believe disclosure is necessary or appropriate to prevent physical or other harm or financial loss; (5) in connection with an investigation of suspected or actual illegal activity; (6) in the event we sell or transfer all or a portion of our business or assets (including in the event of a merger, acquisition, reorganization, dissolution or liquidation); or (7) otherwise with your consent.

Retention of Personal Data

Personal data will be retained only for so long as reasonably necessary for the purposes set out above, considering criteria such as applicable rules on statute of limitations and at least the duration of your use of the Samsung Finance+ .

Your Choices

You may not disable the Samsung Finance+ during the term of Loan provided by our financing partner. However, once the loan period is over, you can at any time by visiting the settings menu disable the Samsung Finance+ .

How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect personal information we obtain through the Samsung Finance+ against accidental, unlawful or unauthorized destruction, interference, loss, alteration, access, disclosure or use. Samsung also maintains reasonable procedures to help ensure that such data is reliable for its intended use and is accurate, complete and current.

Updates to Our Privacy Notice

This Privacy Notice may be updated periodically to reflect changes in our personal information practices with respect to the Samsung Finance+ , or changes in the applicable law. We will post a notice on our website and/or your device to notify you of significant changes to our Privacy Notice and indicate at the top of the notice when it was most recently updated.

How to Contact Us

To ask us questions about this Privacy Notice, please contact us at:

Samsung India Electronics Private Ltd.

20th to 24th Floor, Two Horizon Centre, Golf Course Road, Sector-43, DLF PH-V, Gurugram, Haryana - 122202

Contact Person (Grievance Officer): Ms. Gauri Taneja E-mail: gauri.taneja@samsung.com Phone: + 91-124-488-

1234

CURRENT ADDRESS DECLARATION FORM

I, Narayan Jadhav Kiran hereby declare that I am currently staying at

S/O Narayan Jadhav, NEAR SHIVAJI CHAUK, PAL, Fulambri,
Aurangabad, Maharashtra, India, 431111

_____ since _____ months.

I, also authorize DMI Finance Private Limited ("**Company**") to use the said address for processing my loan application in accordance with the stipulated guidelines.

I further confirm that I shall submit the required documents/proof of residence within a period of 3 months (or any other timeline as may be applicable from time to time prescribed by the respective regulatory authority) from submission of the other Officially Valid Documents ("OVD") which have been provided to the Company for processing of my loan application.

Name:

Place:

Date of signing: (To be digitally signed)

FORM 60

[See third provision to of Rule 114B]

Form of Declaration to be filled by a person who does not have either permanent account number of general index Register Number and who makes payment in respect of transaction specified in clauses (c) to (f) of rule 114B of the income Tax Act. 1962.

Narayan Jadhav Kiran

1. Full Name and Address of the declarant
S/O Narayan Jadhav, NEAR SHIVAJI CHAUK, PAL, Fulambri, Aurangabad, Maharashtra,
.....
.....

2. Particulars of transaction
Account Type **SB** Number

3. Amount of the transaction Rs. **9448.0**

4. Are you assessed to tax ? Yes / No

5. If yes,
i) Details of Ward / Circle / Range where the last return of income was filed.
ii) Reasons for not having permanent account number / General Index Register Number

6. Details of document being produced in support of address in column (1)
.....

Verification

I, **Narayan Jadhav Kiran** do hereby declare that what is stated above is true to the best of my knowledge and belief.

Wed May 24 10:21:18 UTC 2023
Date
Place **Phulumbri**

.....
Signature of the declarant

Instructions: Documents which can be produced in support of the address are:

- (a) Ration Card
- (b) Passport
- (c) Driving License
- (d) Identity Card issued by any institution
- (e) Copy of Electricity bill or Telephone bill showing residential address.
- (f) Any document of communication issued by authority of Central Government or local bodies showing residential address.
- (g) Any other documentary evidence in support of his address given in the declaration.

Note: Amendment with effect from 1st November, 1998 as per Income Tax Act, 1962 Rule 114 B: para (c) A time deposit exceeding Rs. 50,000/- with a banking company : para (f) opening an account with a Banking Company.

Handwritten signature or scribble.