



**HAPPY LOAN MANAGEMENT PRIVATE LIMITED**

<b>Name of Policy</b>	Term & Condition
<b>Date of Last Approval/Review</b>	January 27, 2024
<b>Date of Review</b>	January 31, 2023
<b>Prepared By</b>	Operation Department
<b>Proposed By</b>	Operation Department
<b>Approving Authority</b>	Board of Directors
<b>Version</b>	1.3



## **Happy Terms & Conditions**

This Agreement sets forth the terms and conditions that apply to the access and use of the Happy's Website, Mobile Application (collectively be referred to as "Website") which is managed and operated by Happy Loan Management Pvt Ltd. Previously known as Arthimpact Finserve Private Limited (hereinafter collectively be referred to as "Company"/ "Happy"), incorporated under the laws of India and registered under the Companies Act, 1956.

This document/agreement (referred to as "Agreement") is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) 2011, that provides for the due diligence to be exercised for the access or usage of this Website.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF TERMS CONTAINED HEREIN CONSTITUTES THE AGREEMENT BETWEEN YOU AND THE COMPANY FOR THE PURPOSE AS DEFINED HEREUNDER.

### **CUSTOMER DUE DILIGENCE**

Company may undertake client/customer due diligence measures and seek mandatory information required for KYC purpose which as a customer you are obliged to give while facilitating your request of loan/credit card/mutual fund and other financial product requirements with the banks/financial institutions, in accordance with applicable Prevention of Money Laundering Act ("PMLA") and rules.

You agree and authorize Company to share your data with Statutory bodies /rating agencies/ credit bureaus /banks/financial institutions, governmental/regulatory authorities.

### **FEES, CHARGES AND TAXES**

Company may charge up to 3% facilitation fee/processing fee/platform/convenience fee to provide services requested by you. Details of the same shall be available during the completion of customer journey on website.

You shall bear all applicable taxes if the Fees are subject to any type of goods and sales tax, income tax, duty or other governmental tax or levy.

### **ELIGIBILITY**

You confirm that you are a resident of India, above 18 (Eighteen) years of age, and have the capacity to contract as specified under the Indian Contract Act, 1872, while availing the Services offered by the Company.

### **GROUP INSURANCE POLICY**



Company may further offer you group insurance coverages from Insurance partners for which Happy shall be the Master Policy Holder ("MPH") provided you are a customer of the Company. Such insurance coverage shall be governed by terms & conditions of Insurer and as per the guidelines issued by the Insurance Regulatory and Development Authority of India ("IRDAI").

### **INDEMNITY**

You indemnify and hold Company (and its affiliates, officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of Terms & Conditions, your violation of any law or the rights of a third party, or your use of the Website.

### **LICENCE AND ACCESS**

You acknowledge and agree that Company owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights are registered or not). You further acknowledge that the Services may contain information which is designated confidential by Company and that you shall not disclose such information without Company's prior written consent.

By sharing or submitting any content including any data and information on the Website, you agree that you shall be solely responsible for all content you post on the Website and Company shall not be responsible for any content you make available on or through the Website. At Company's sole discretion, such content may be included in the Service and ancillary services (in whole or in part or in a modified form). With respect to such content, you submit or make available on the Website, you grant Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such content. You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website.

### **LIMITATION OF LIABILITY**

You expressly understand and agree that the Company (including its subsidiaries, affiliates, directors, officers, employees, representatives and providers) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not



limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if Company has been advised of the possibility of such damages, resulting from (i) any failure or delay (including without limitation the use of or inability to use any component of the Website), or (ii) any use of the Website or content, or (iii) the performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (b) any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website.

Notwithstanding the above, if the Company is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of Company shall be restricted to, in the aggregate, any Facilitation/ Processing/Convenience/Platform fees paid by you to the Company in connection with such transaction(s)/ Services on this Website, if applicable.

### **PRIVACY POLICY**

By using the Website, you hereby consent to the use of your information as we have outlined in our Privacy Policy. This Privacy Policy explains how Company treats your personal information when you access the Website and use other ancillary Services. You can access the Privacy policy by visiting company's official website.

### **THIRD-PARTY LINKS**

Company's Platform may refer to or may contain, links to third-party websites, applications, services and resources but it does not mean that we are endorsing such channels. We provide these links only as a convenience to You to avail certain services, the Company makes no representation or warranty of any kind regarding the accuracy, reliability, effectiveness, or correctness of any aspect of any third-party services, and consequently, the Company is not responsible for the content, products or services that are available from third-party services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to the use of any third-party services, and You acknowledge sole responsibility and assume all risk arising from use of any third-party services.

### **CONSENT**

The consent for the collection of Data and also for the subsequent use of the Data is deemed to be given by You when You decide to avail the Services to be offered by Happy Loan Management to its prospective customers.

You are authorizing Company to share/disclose, any/all information, documents including KYC and any other document which has been provided on Company's platform with third party for KYC verification, including its subsidiaries, affiliates or partners for related purposes that Company may deem fit to offer services.



### **COMMUNICATION POLICY**

As part of use of the Services, you may receive notifications, offers, discounts and general information from Company via text messages or by emails, for the purpose of collecting feedback regarding User's services. The User acknowledges that the SMS service provided by Company is an additional facility provided for the User's convenience and that it may be susceptible to error, omission and/ or inaccuracy.

You agree and authorize Company to share your information with its group companies and other third parties, in so far as required for joint marketing purposes/offering various services/report generations and/or to similar services to provide you with various value-added services, in association with the Services selected by you or otherwise.

### **GOVERNING LAW**

This Terms of Use shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions and the exclusive jurisdiction of competent courts in Mumbai, India.

### **FORCE MAJEURE**

Company shall not be liable for failure to perform its obligations under these Terms of Use to the extent such failure is due to causes beyond its reasonable control. In the event of a force majeure, the Company if unable to perform shall notify the User in writing of the events creating the force majeure. For the purposes of these Terms of Use, force majeure events shall include, but not be limited to, acts of God, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labor, lockouts or other labor troubles, earthquakes, fires or accidents and epidemics.

### **CUSTOMER GRIEVANCE REDRESSAL**

In case you have any grievances or want to address any discrepancy with respect to the processing of any of the information/data you provided to, please contact our Grievance Officer. The name and contact details of the Grievance Officer are provided below:

The Grievance Redressal Officer

Name:GO

Email ID: [grievance@happyness.net](mailto:grievance@happyness.net)

Contact No.: 9136668274

If you have questions, concerns, or suggestions regarding our term & condition, we can be reached using the contact information on our Contact Us page or at [support@happyness.net](mailto:support@happyness.net)