

ISF LIMITED

Regd. Office: Plot No 13 KH. No. 33/7, Village Amberhai, Pole No. J967 Sector 19, Dwarka,
Delhi 110077

Email id: info@isflimited.in, Website: www.isflimited.in

CIN No.: L74899DL1988PLC076648

Terms and Conditions

This document outlines the Terms of Use Agreement governing the access and usage of services offered by **ISF Limited**, a company incorporated under the Companies Act, 2013, classified as a Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India (RBI) under Section 45-IB and recognized as an Investment and Credit Company. The registered office of ISF Limited is located at Plot No-13, KH. No. 33/7, Village Amberhai, Pole No. J967, Sector-19, Dwarka, Delhi-110077 (referred to herein as “ISFL,” “Company,” “we,” or “us”). ISFL operates the website www.isflimited.in (“Website”) as a licensed user.

This Agreement, including incorporated policies and guidelines, governs the access and use of the website, applications, content, products, and services (collectively, “Services”) offered by ISF Limited through www.isflimited.in. By using the Services, you, as an individual or entity, accept and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

ISF Limited reserves the right to change or revise this Agreement at any time by posting the amended Agreement on this Website. Continued use of the Services after posting constitutes your acceptance of the amended terms.

ISF Limited encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website.

This Agreement does not alter in any way the terms or conditions of any other written agreement(s) you may have with ISF Limited for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Services. If you would like to print this Agreement, please click the print button on your browser toolbar.

Use of information collected

ISF Limited may use the personal information that is collected from you to provide requested products and Services and for our internal business purposes, including, but not limited to:

- Managing your account and processing transactions;
- Responding to service requests;
- Improving, marketing, and communicating about products and services;
- Monitoring compliance with service terms and conditions.
- Performing other functions as described to you at the time of collection or pursuant to your consent.

In addition, certain information we collect, such as the IP address of any computer or other device that you use to access our website and any other domains that may be operated by ISF Limited, will be used to monitor and investigate possible violations of and enforce any terms and conditions associated with our products and services or other applicable agreements between you and ISF Limited. Our use and sharing of your personal information in the manner described in this Privacy Policy may involve the transfer of your personal information to ISF Limited, or to third parties.

Customer Solicitation: You agree to receive communications from ISF Limited unless opting out by (i) using the unsubscribe link in email communications or (ii) submitting a written request to ISF Limited, A-96, Sector-65, Noida, Uttar Pradesh, India, 201301 or via email at info@isflimited.in.

Proprietary Rights: ISF Limited has proprietary rights and trade secrets in the Services. You may not copy, reproduce, resell or redistribute any Service provided by ISF Limited. ISF Limited also has rights

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to all trademarks and specific layouts of this webpage, including calls to action, text placement, images and other information.

Website policy

Data Collection and Usage:

ISF Limited may collect and store information about your activity when you visit our website, use our Services, or interact with our online advertisements. This information, gathered during standard site usage, helps monitor user engagement and supports the ongoing enhancement of our products and Services. The data is utilized to improve ISF Limited's online offerings.

Terms of Website and Service Usage:

ISF Limited is not liable for any damages resulting from anyone's use of the Website or Services. Users agree not to utilize the Website or Services for unlawful purposes and shall:

1. Comply with all relevant local, state, national, and international laws, including those related to intellectual property.
2. Avoid actions that interfere with other users' access and enjoyment of the Website or Services.
3. Refrain from reselling any materials found on the Website.
4. Not engage, directly or indirectly, in the transmission of unsolicited communications, including "spam," chain letters, or junk mail.
5. Avoid defamatory, harassing, abusive, or disruptive behaviour toward other users.
6. Confirm that they are at least [18] years old to use the Services; by utilizing our Services, you represent and warrant that you meet this age requirement. If it comes to ISF Limited's attention, or if discovered, that an individual is not eligible to use the Website, applications, content, products, or Services, ISF Limited reserves the right to deny access and will remove that individual's information from our database.

Participation in Promotional Activities:

ISF Limited may invite users to engage in promotional activities through third-party social networking websites, surveys, and blogs, including but not limited to LinkedIn, Facebook, Instagram, and YouTube.

Communications from ISF Limited:

As part of normal operations, ISF Limited may contact you via calls, text messages (SMS, WhatsApp), push notifications, and emails related to your use of our Services. You may opt out of receiving such messages at any time by following the directions outlined in the Opt-out procedure. Please note that opting out of text and/or email communications may impact your use of the Services.

License: By using this Website, you may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from ISF Limited or the applicable third party (if third party content is at issue).

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant ISF Limited a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world.

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ISF Limited does not have the ability to control the nature of the user-generated content offered through the Website or Third party. You are solely responsible for your interactions with other users of the Website or Third party and any content you post. ISF Limited is not liable for any damage or harm resulting from any posts by or interactions between users. ISF Limited reserves the right, but has no obligation, to monitor interactions between and among users of the Website or Third party and to remove any content ISF Limited deems objectionable, in Shriram Finance's sole discretion.

Notice of Copyright Infringement

ISF Limited strictly prohibits copyright-infringing activities on its website and applications. Content may be removed if it is appropriately reported to infringe upon another's copyright. ISF Limited also reserves the right to terminate the ability to submit content if a user is deemed to be a repeat infringer.

If you are a copyright owner or an authorized agent and believe that any content on this site or application infringes on your copyright, you may notify ISF Limited by submitting a written notice with the following details:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the allegedly infringed exclusive copyright.
2. Identification of the original or authorized copy of the copyrighted work.
3. Detailed identification of the material claimed to be infringing, along with a description of the infringing activity, and information sufficient to help ISF Limited locate the material.
4. Contact information sufficient for ISF Limited to reach you, including an address, phone number, and, if available, an email address.
5. A statement confirming your good faith belief that the use of the material is unauthorized by the copyright owner, its agent, or the law.
6. A declaration that the information provided is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of the allegedly infringed copyright.

Disclaimers

The Services are provided on an "as is" and "as available" basis. ISF Limited disclaims any and all representations, warranties, and conditions, whether express, implied, or statutory, not expressly stated within these terms, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. ISF Limited makes no representation, warranty, or guarantee concerning the reliability, timeliness, quality, suitability, or availability of the Services or any services or goods requested through the Services. ISF Limited does not warrant that the Services will be uninterrupted or error-free, nor does it guarantee the quality, suitability, safety, or capabilities of third-party providers. You agree that any risks arising from your use of the Services, or any service or good requested through the Services, remain solely with you to the fullest extent permitted by applicable law.

Indemnity

You agree to indemnify and hold ISF Limited and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

- Your use of the Services or services or goods obtained through your use of the Services;
- Your breach or violation of any of these Terms;

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- ISF Limited's use of your User Content;
- Your violation of the rights of any third party, including Third Party Providers.

Agreement to be bound

By using the Services, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

General

Force Majeure:

ISF Limited will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott of Operation.

ISF Limited may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and Services.

Effect of Waive:

The failure of ISF Limited to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law:

This Website originates from the National Capital Territory (NCT) of Delhi, India. This Agreement will be governed by the laws of the National Capital Territory (NCT) of Delhi without regard to its conflict of law principles to the contrary. Neither you nor ISF Limited will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in National Capital Territory (NCT) of Delhi, India. By using this Website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Waiver of Class Action Rights:

BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Statute of Limitation:

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Products or Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Termination:

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ISF Limited reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and ISF Limited may, in its sole discretion and without advance notice to you, cancel Product or Services. If your access to the Website is terminated, ISF Limited reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until ISF Limited chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use:

ISF Limited makes no representation that the Services are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment:

You may not assign your rights and obligations under this Agreement to anyone. ISF Limited may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

1.2 KYC Related Terms and Conditions

1.2.1 CKYC Consent

a) I hereby grant authorization to ISFL to verify, check, obtain, download, upload, and update my KYC details from the Central KYC Registry (CERSAI) by:

- (i) Verifying such details using the CKYC number (KYC Identifier Number - KIN) provided by me; or
- (ii) Obtaining the CKYC number/KIN through the details shared by me in this Application Form.

b) I consent to receive information from the Central KYC Registry via SMS or email at the registered number/email address.

1.2.2 Aadhaar-Based Authentication (Aadhaar eKYC) or Verification (Aadhaar OKYC)

a) Consent: At my discretion, I voluntarily opt to perform Aadhaar-based authentication (eKYC) or verification (OKYC) through the Unique Identification Authority of India (UIDAI) and hereby submit to ISFL the physical copy of my Aadhaar card, physical e-Aadhaar, masked Aadhaar, Aadhaar Secure QR code, or offline electronic Aadhaar XML as issued by UIDAI (collectively referred to as "Aadhaar"). This includes my Aadhaar number, Virtual ID, e-Aadhaar, Aadhaar letter, XML file, date of birth, name of Aadhaar holder, photograph, demographic information, face authentication details, and/or biometric information (collectively, "Information") for the purpose of establishing my identity and/or address proof, or in my capacity as a guardian of my minor child's identity/address. I acknowledge that in connection with Aadhaar eKYC or Aadhaar OKYC services, ISFL shall share my Aadhaar number and/or biometrics with the Central Identities Data Repository (CIDR)/UIDAI, and in response, CIDR/UIDAI shall provide ISFL with the authentication or verification data, including Aadhaar holder name, date of birth, address, photograph, and registered mobile number.

b) Purpose: I, for myself or as the guardian of my minor child, authorize and consent to ISFL for the following informed purposes:

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(i) The aforementioned information shall be utilized for KYC and periodic KYC updates as mandated by the Prevention of Money Laundering Act, 2002, and the rules thereunder, as well as RBI guidelines, or for establishing my identity, conducting identification, e-KYC, or OKYC, or Yes/No Authentication, demographic or other authentication/verification/identification as permitted under applicable law, for all accounts, facilities, services, and relationships with ISFL, both existing and future.

(ii) Collecting, sharing, storing, preserving, and maintaining records of the Information, and utilizing the authentication/verification/identification records for:

(a) The aforementioned informed purposes,

(b) Regulatory and legal reporting and filings, and/or

(c) Compliance with applicable law where required.

(iii) Producing records and logs of consent, Information, or authentication, identification, verification, etc., for evidentiary purposes, including but not limited to presentation before a court of law, any authority, or in arbitration.

c) I further acknowledge that my Aadhaar number and core biometrics shall not be stored or shared except as permitted by applicable laws and regulations for submission to CIDR/UIDAI.

d) I will provide ISFL with one of the Officially Valid Documents, such as Aadhaar, Voter ID, Driving License, or Passport, for the customer due diligence/KYC process.

1.2.3 Consent for Data and Information Sharing from Digilocker Provided by MeIT

I hereby authorize and provide my consent to ISFL to obtain, share, and store certified copies of Officially Valid Documents (OVD) or equivalent electronic documents of OVD, including those issued through the secure cloud-based Digilocker platform of the Ministry of Electronics and Information Technology (MeIT), for the purpose of availing financial products from ISFL.

1.2.4 KYC through Video Customer Identification Process (VCIP)

If I opt for the VCIP mode, I acknowledge and agree to the following:

a) Video-based KYC validation ("Video KYC process") is provided as an alternative method for establishing my identity with ISFL.

b) My KYC will be completed by ISFL through the Video KYC process in accordance with the procedures set forth under the prevailing regulations, including the Master Direction on Know Your Customer (KYC) Direction, 2016, issued by the Reserve Bank of India (RBI), along with any amendments thereto.

c) All particulars, information, and details provided by me in connection with this Video KYC process shall represent true, correct, and up-to-date information in all respects.

d) The Video KYC process shall include, but not be limited to, the following steps as conducted by an authorized officer of ISFL:

i. Live capturing of my photograph, including live GPS coordinates (geo-tagging) and a date-time stamp when such live photograph is taken;

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ii. Permanent Account Number (PAN) is mandatory for onboarding through the VCIP mode, and a clear image of my PAN card will be captured during the VCIP process. The PAN details will be verified against the verification facility of the issuing authority.

iii. If permitted by law/regulation, my Aadhaar card will be obtained as documentary proof in accordance with the relevant laws and regulations.

iv. The video recording of the interaction (for concluding Video KYC) shall be stored by ISFL in compliance with applicable laws and regulations.

e) I will be required to submit other officially valid documents (OVD) or deemed OVDs, or such other documents as may be requested by ISFL, as part of the Video KYC process.

f) I hereby provide my express consent to ISFL for verifying any or all details/documents submitted by me.

g) I shall complete the Video KYC process in its entirety within the time stipulated by ISFL. Should I fail to do so for any reason, ISFL reserves the sole and absolute discretion to reject my loan/product application(s) and/or discontinue any services/products for which such KYC is mandated.

h) In the event that the KYC documents/details submitted during the Video KYC process do not match, or if any discrepancies are identified after validation against the original KYC documents/details provided by me, ISFL reserves the exclusive right to reject my loan/product application(s) and/or discontinue any services/products for which such KYC is mandated.

i) Should I fail to complete my Video KYC validation process, or if I am unable to complete the process due to technical, systematic, or server errors/issues, or any other operational issues, I may be permitted to complete the Video KYC process subsequently, or I may be required to fulfill my KYC compliance through a physical KYC validation process by ISFL, which I undertake to complete.

j) ISFL does not guarantee uninterrupted access to the applications and shall not be held liable for any loss, costs, or damages incurred by me due to technical, systematic, or server errors/issues, or any other issues arising while undertaking the Video KYC process, including those beyond ISFL's reasonable control.

1.2.5 Confirmation of Information Accuracy

I hereby confirm that all information and details, including but not limited to financial statements, bank statements, and KYC details provided or to be provided by me in support of my application or to be shared with any third party, including the Central KYC Registry, are true, correct, and up-to-date. I have not withheld any material information that may be required by ISFL. I undertake to promptly update ISFL regarding any changes to the information provided, specifically KYC/CKYC details, bank details, changes in my address/coordinates, etc. I acknowledge that if any of the above information is found to be false, untrue, misleading, or misrepresentative, I may be held liable and shall not hold ISFL accountable for any consequences arising from any delay or lapse on my part.