

Finodaya Capital Private Limited

WhatsApp Terms and Conditions

These terms and conditions are applicable to the Users of WhatsApp who avails the Services (defined hereinafter) provided by **Finodaya Capital Private Limited (Finodaya Capital)** who are eligible for certain services and shall be deemed to include any amendments/ changes/ modifications thereto from time to time by FINODAYA CAPITAL. **(Terms and Conditions).**

DEFINITIONS AND INTERPRETATION

- **Account** refers to the loan account of the Customer with FINODAYA CAPITAL.
- **Account Related Services** shall mean the Services which pertain to information of generic nature like branch locator, loan related FAQs etc. and in relation to the Account of FINODAYA CAPITAL's Customer such as loan account statement balance enquiry, statement request, etc., which may be enabled by FINODAYA CAPITAL, from time to time, at its sole discretion.
- **FINODAYA CAPITAL Registered Number** is the authorized number of FINODAYA CAPITAL, registered with WhatsApp for the purposes of providing Services herein.
- **Customer** shall mean any person either interested to avail loan or having loan Account with FINODAYA CAPITAL & interacting with FINODAYA CAPITAL on WhatsApp using the Services provided by FINODAYA CAPITAL through WhatsApp.
- **Customer's Registered Number** is the mobile number which the Customer has registered with FINODAYA CAPITAL.
- **Device** means a computer, laptop, mobile phone, tablet or any other similar device that enables the User to access WhatsApp and use the Services.
- **One Way Communication** shall mean the service provided by FINODAYA CAPITAL to the Customer on WhatsApp where FINODAYA CAPITAL sends its Customer one-way messages through its Registered Number in the nature of information, alerts, updates, transaction alerts in relation to the Customer's Account and such other communications as FINODAYA CAPITAL may enable from time to time, at its discretion.
- **Services** shall mean the One Way Communication and Two Way Communication services provided by FINODAYA CAPITAL by itself or through any of its service providers, to a Customer on WhatsApp.
- **Two Way Communication** shall mean the service provided by FINODAYA CAPITAL to the Customers on WhatsApp where the Customer as well as non-customer can communicate with FINODAYA CAPITAL by sending it messages in the form of making requests, seeking information, asking queries etc. to FINODAYA CAPITAL on FINODAYA CAPITAL Registered Number and where FINODAYA CAPITAL responds to such messages. However, this service and FINODAYA CAPITAL's responses shall be limited only to such queries, information, requests etc. as may be determined by FINODAYA CAPITAL from time to time, at its sole discretion.

Reference to the masculine gender includes reference to the feminine, neuter and vice versa.

ELIGIBILITY FOR USING THE SERVICES

The Customer hereby agrees and undertakes that he shall use the Services only if he fulfils the eligibility as given below and shall otherwise not use the Services:

- The Customer is an individual;

- The Customer is a major;
- The Customer is of sound mind, solvent and competent to contract;
- The Customer is a resident of India; and
- The Customer is present within the territory of India at the time of utilization of the Services.

SERVICES

The Customer agrees and accepts that FINODAYA CAPITAL reserves the right to provide only such Services as FINODAYA CAPITAL may at its discretion permit from time to time. The Customer hereby agrees that FINODAYA CAPITAL may at any time, without notice to the Customer, modify, discontinue or make additions/deletions to the Services offered to the Customer. The Customer agrees that he shall not hold FINODAYA CAPITAL responsible for not responding to the queries of/ information sought by the Customer or not providing a response to the satisfaction of the Customer or not processing any request of the Customer, in case such a message sent by the Customer in case FINODAYA CAPITAL does not receive an instruction to this effect in its systems or the message sent by the Customer is not in the format as required by FINODAYA CAPITAL or does not fall under the Services being offered by FINODAYA CAPITAL at the time or FINODAYA CAPITAL does not receive such a message for technical reasons or otherwise or for any reason whatsoever. FINODAYA CAPITAL will have no liability in case of any fraud or impersonation incidents through this platform. Further, in case FINODAYA CAPITAL permits any Service in the nature of a transaction, the Customer agrees that such a Service shall be subject to statutory/ regulatory limits and/or any limits that may be imposed by FINODAYA CAPITAL, from time to time, at its sole discretion.

REGISTRATION AND VERIFICATION

- For availing the services, the Customer shall comply with the process as prescribed by FINODAYA CAPITAL from time to time.
- The Customer shall be deemed to have accepted (a) the Terms and Conditions applicable to the Customer for availing the Services mentioned herein; and (b) the Privacy Policy of FINODAYA CAPITAL applicable to the Customer for availing the Services mentioned herein. Provided that, FINODAYA CAPITAL may modify the process for authentication, registration and/or verification of the Customer, for the Services at any time, at its sole discretion. Provided however that FINODAYA CAPITAL shall not be required to authenticate the Customer if any request for the Services comes on WhatsApp to FINODAYA CAPITAL Registered Number, and in case of a Customer, if the number reflected in the requestor's mobile is a Customer's Registered Number, FINODAYA CAPITAL shall be entitled to presume that it is the Customer itself which is interacting through WhatsApp and in case of any other Customer of FINODAYA CAPITAL shall be entitled to presume that the number reflected in the WhatsApp profile is the Customer's number and it is the Customer itself and not any other person who is interacting with FINODAYA CAPITAL Registered Number.

CONSENT FOR SERVICES

- The Customer hereby agrees and consents to FINODAYA CAPITAL to provide the Services through WhatsApp as a medium and hereby agrees that any consent for the Services given by the Customer to FINODAYA CAPITAL on WhatsApp will constitute as binding on the Customer.
- The Customer hereby agrees and consents to FINODAYA CAPITAL displaying certain Customer Information including Loan Account number (in masked form or

otherwise), name of the Customer, and such other information as may be necessary for the Services.

CUSTOMER INFORMATION NOT TO BE SHARED

The Customer hereby agrees that the Customer shall not submit or transmit any content through this Service any information that:

- Constitutes obscene, vulgar, or pornographic, immoral, illegal, illicit, unethical, antisocial etc.;
- Encourages the commission of a crime or violation of any law;
- Violates any state or federal law in India and/or the jurisdiction in which you reside;
- Infringes the intellectual or copyrights of a third party; and/or
- Constitutes confidential information and/or personal or sensitive information/ data belonging to the Customer or to any other person.

FINODAYA CAPITAL reserves the right to remove or otherwise delete any content or submissions made by the Customer that violates FINODAYA CAPITAL's internal rules or which are inappropriate, as per FINODAYA CAPITAL's sole discretion, without undertaking any liability in relation to the same or giving any prior warning to the Customer.

APPLICABILITY OF T&C AND AUTHORITY TO FINODAYA CAPITAL

The Customer hereby accepts and agrees that all Services and communications (both One Way Communication and Two Way Communication) taking place on WhatsApp, initiated either by FINODAYA CAPITAL or the Customer, will be governed by and subject to these Terms and Conditions. Further, the Customer hereby agrees that the Customer grants express authority to FINODAYA CAPITAL for carrying out the Services requested by the Customer on WhatsApp on its Company Registered Number. FINODAYA CAPITAL shall have no obligation to authenticate the Customer or to verify the identity of any Customer once the registration for One Way/ Two Way Communication service is made or once it receives any request/ communication to its Company Registered Number from any WhatsApp Customer through WhatsApp. However, if required and in its sole discretion FINODAYA CAPITAL shall authenticate the Customer or verify the identity of any Customer, as deemed relevant even after the registration for One Way/ Two Way Communication service is made. FINODAYA CAPITAL's own record or log of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

IMPORTANT

The Customer unconditionally and irrevocably agrees to the following:

- Both One Way Communication and Two Way Communication shall at all times be governed by and subject to these Terms and Conditions.
- That all the Services provided to the customer are subject to applicable law and the rules, regulations, notifications, circulars and guidelines introduced or amended from time to time by the Reserve Bank of India and/or any regulatory/ statutory/ governmental authority.
- The Customer shall provide FINODAYA CAPITAL with such information and/or assistance as is required by FINODAYA CAPITAL for the performance of the Services and/or any other obligations of FINODAYA CAPITAL. Further, that all instructions relating to the Services will be issued satisfactory to FINODAYA CAPITAL in form and content.
- Account Related Services (at the discretion of FINODAYA CAPITAL) shall be provided to the Customers through WhatsApp platform only to a WhatsApp account associated with the Customer's Registered Number.

- That FINODAYA CAPITAL may advise from time to time the versions of the operating systems on the Devices which are required for availing the Services and/or registration of the Services. There will be no obligation on FINODAYA CAPITAL to support all the versions of the operating systems. The Customer agrees that the Customer shall be responsible for upgrading any software, hardware and the operating system at his cost from time to time so as to be compatible with that of FINODAYA CAPITAL.
- That the Customer shall not reproduce, copy, or redistribute for commercial purposes any materials or design elements of the Services provided hereunder.
- FINODAYA CAPITAL reserves the right to remove or otherwise delete any content or submissions made by the Customer that violates FINODAYA CAPITAL's internal rules or which are inappropriate, as per FINODAYA CAPITAL's sole discretion, without undertaking any liability in relation to the same or giving any prior warning to the Customer.
- The responses sent by FINODAYA CAPITAL on WhatsApp are based on a program running at back-end. This program has been developed and regularly enhanced to handle the queries in best possible manner. However, for any answers that the Customer may not find satisfactory or for any inaccuracies arising therefrom, FINODAYA CAPITAL shall not be held responsible. The Customer may call 1800 266 6444 or email customercare@finodayacapital.com or visit www.finodayacapital.com in case of any clarifications.
- By subscribing to FINODAYA CAPITAL's One Way Communication service, the Customer agrees to get its personal notifications/alerts/acknowledgements via WhatsApp including transaction details, value added subscriptions, alerts, notification services etc.
- The Customer understands that WhatsApp is a third-party app and the security features thereof are not under the control of FINODAYA CAPITAL, and as such FINODAYA CAPITAL shall not be responsible for the same. WhatsApp being an electronic medium, it is inherently susceptible to certain risks like interception, etc. The Customer shall be conscious and be aware of the risks involved.
- The Customer is aware that authentication technologies and strict security measures are required for using Mobile applications. The Customer shall ensure that the passwords/authentication is not revealed to any third party including employees of FINODAYA CAPITAL.
- The Customer understands that his Device is vulnerable to the threats such as but not limited to unauthorized (i) access by intruders to the data/information contained on such Device; (ii) identity theft; (iii) privacy violations; (iv) planting of stealth software, malware, viruses etc; (v) disablement or distortion of operations; (vi) interception of the transmission of encrypted data/message etc.
- The Customer is responsible for keeping security safeguard of his account on his WhatsApp linked to his registered mobile number.
- The Customer shall ensure appropriate network connection and the receipt of messages by the Customer shall be subject to the network connection and FINODAYA CAPITAL shall not be held responsible for any delay or non-receipt of the responses from FINODAYA CAPITAL.
- The Customer is aware that using any mobile application involves many uncertain factors and complex software, hardware, systems, etc. which are susceptible to interruptions and dislocations.
- The Customer agrees that he shall not have any claim against FINODAYA CAPITAL on account of any suspension, interruption, non-availability or malfunctioning of the Service including due to any link/mobile/system failure at FINODAYA CAPITAL's end for any reason thereof.

- FINODAYA CAPITAL has the right to retract the Customer's right to utilize the Service anytime it deems fit without any notice to the Customer.
- FINODAYA CAPITAL shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits in relation to the Services. FINODAYA CAPITAL may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by FINODAYA CAPITAL.
- These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing any other product or service being provided by FINODAYA CAPITAL and being availed by the Customer.

SECURITY MEASURES

- The Customer hereby unconditionally and irrevocably understands and agrees that he must: a) keep the passwords to his Device fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person; b) commit the password to memory and not record any of them in a written or electronic form; c) not let any unauthorized person have access to his Device or leave his Device unattended while accessing his WhatsApp; d) put in place a passcode or password or PIN or a security key of similar nature to lock/ restrict access to his Device; e) not remove the restrictions that may be imposed by the Device provider on the Device; f) take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection.
- It is advisable for the Customer who have subscribed to this Service to delete the WhatsApp Application when changing their device.
- The Customer also agrees and accepts that any person having access to any such email/phone number/authentication form factor/Customer's Registered Mobile Number, shall be deemed to be duly authorised by the Customer and acting for and on behalf of the Customer, with the authority and intention to bind the Customer irrevocably with any actions pursuant thereto.

RISKS

The Customer hereby acknowledges that he is availing the Services at his own risk and the Customer shall not hold FINODAYA CAPITAL responsible or liable for any of the risks. Apart from the risks mentioned above, these risks would include but not be limited to the following:

- **Misuse of Password:** The User acknowledges that if any third person obtains access to the User's Device or SIM card or the User's WhatsApp, such third party may be in a position to access User Information including Account related information of the User, which may be confidential in nature such as account balance, mini bank statements, etc. of the User.
- **Internet Frauds:** The internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the Customer while availing the Services. While FINODAYA CAPITAL shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other actions.
- **Mistakes and Errors:** For availing any Services, FINODAYA CAPITAL would require proper, accurate and complete details to be provided to FINODAYA CAPITAL. The Customer shall therefore take all care to ensure that there are no mistakes and errors and that the message sent/ request made/ query asked by the Customer to FINODAYA CAPITAL is error free, accurate, proper and complete at all points of time.

- **Technology Risks:** The technology for enabling the Services offered by FINODAYA CAPITAL could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme or macro or any other security threat. FINODAYA CAPITAL disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by FINODAYA CAPITAL to honour any Customer instruction for whatsoever reason.
- Customer understands that the receipt of messages by him/her shall be subject to a working network connection and the Customer shall ensure and maintain appropriate network connection for the same.

ACCURACY OF INFORMATION

The Customer agrees that he is responsible for the correctness of information supplied to FINODAYA CAPITAL in the course of availing the Services. FINODAYA CAPITAL accepts no liability for the consequences arising out of erroneous information supplied by the Customer. FINODAYA CAPITAL shall provide the information as may be last updated on the systems of FINODAYA CAPITAL. While FINODAYA CAPITAL will take all reasonable steps to ensure the accuracy of the statement, FINODAYA CAPITAL is not liable for any error and shall not hold FINODAYA CAPITAL responsible for any loss incurred or action taken by the Customer by relying on such information.

LIABILITY

The Customer agrees that he shall be liable for all loss from unauthorized uses of his WhatsApp and/or for requests made while availing the Services and/or for any breach(es) of these Terms and Conditions or if he has in any way contributed or caused the loss by negligent actions including the following:

- Keeping a written or electronic record of the Customer's Device password;
- Disclosing or failing to take all reasonable steps to prevent disclosure of the Customer's WhatsApp and/or QR code and/or failing to advise FINODAYA CAPITAL of such disclosure within reasonable time.
- Losing the SIM card on which the Customer's WhatsApp is registered;
- Transferring the SIM card on which the Customer's WhatsApp is registered to another device without deleting the WhatsApp application from the previous device.
- Not advising FINODAYA CAPITAL in a reasonable time about unauthorized access to or erroneous transactions/ use of Services on his WhatsApp.

The Customer further agrees that the WhatsApp application is owned and controlled by an independent third party which is unaffiliated with FINODAYA CAPITAL. FINODAYA CAPITAL is not responsible for the privacy or security policies of WhatsApp and does not assume liability for any damage incurred by the Customer from the use of said application.

CUSTOMER INFORMATION

The Customer understands and agrees that while FINODAYA CAPITAL has deployed processes and technology to prevent unauthorized use or accidental disclosure of the Customer Information or any other data pertaining to the Customer on WhatsApp, the Customer understands and accepts that by using the Services, the Customer Information and any other data of the Customer in relation to the Services may also be stored on the application/website/webpage and server of WhatsApp, which are outside of the control of FINODAYA CAPITAL. The Customer hereby expressly consents to and authorises FINODAYA CAPITAL to: i) collect the Customer Information from the Customer and/or other physical or online sources; ii) process Customer Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc.; iii) store the Customer Information for such period as may be required for contract, by law or for Company's

evidential and claims purposes; iv) share and disclose the Customer Information to service providers, consultants, credit information companies, other Companies and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities; v) use the above for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, direct marketing, developing credit scoring models and business strategies, monitoring, evaluating and improving the quality of services and products, and other legitimate purposes.

PRIVACY POLICY

The Customer has read, understood and accepted the Privacy Policy of FINODAYA CAPITAL which can be found at https://finodayacapital.com/wp-content/uploads/2026/06/Finodaya_Capital_Privacy_Policy.pdf which is available on FINODAYA CAPITAL's website. All the changes thereto from time to time by FINODAYA CAPITAL shall be binding on the Customer and the Customer shall update itself periodically for the privacy policies in force then from time to time by using FINODAYA CAPITAL's website for this purpose.

INDEMNITY

The Customer undertakes to indemnify and keep FINODAYA CAPITAL and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, conditions, statements, undertakings representations and warranties of these Terms and Conditions as also of any of its representations or warranties not being found to be true at any point of time, including any actions, notices, suits, claims, proceedings, damages, liabilities, losses, expenses, costs or taxes faced, suffered or incurred by FINODAYA CAPITAL including from any third parties.

WITHDRAWAL OF SERVICES

FINODAYA CAPITAL shall be entitled to withdraw/ discontinue/ suspend/ disallow the use of any of the Services at any time, at its sole and absolute discretion without need for any permission from or notice to the Customer.

BINDING NATURE OF TERMS AND CONDITIONS

The Customer agrees that by using the Service, the One Way Communication and/or Two Way Communication, sending any communication/ message to FINODAYA CAPITAL Registered Number on WhatsApp, completing the registration process as provided for hereunder, accepting these Terms and Conditions and/or accepting the Privacy Policy, the Customer shall be deemed to have read, understood and irrevocably and unconditionally accepted and agreed to all these Terms and Conditions and such Terms and Conditions shall be binding on the Customer in the same manner as if the Customer has agreed to the same in writing.

PROPRIETARY RIGHTS

The Customer acknowledges that the software/ other internet related software which are required for providing the Services or any Intellectual Property Rights of FINODAYA CAPITAL in the process are the legal property of FINODAYA CAPITAL/ respective vendors. The permission given by FINODAYA CAPITAL to avail of the Services to the Customer will/ does not create or convey any rights, title or interest to the Customer or to any person, in the above software or Intellectual Property Rights of FINODAYA CAPITAL. The Customer agrees that he shall not attempt to modify, translate, disassemble, decompile or reverse engineer such software or create any derivative product based on the software.

DE-REGISTRATION OF SERVICES

The Customer may request for de-registration/ unsubscription of the Services any time by following the process as may be prescribed by FINODAYA CAPITAL from time to time. However, for this to come into effect, it may take such time as may be required by FINODAYA CAPITAL. The Customer agrees that he will remain responsible for any requests made/ messages sent to FINODAYA CAPITAL using the Services prior to the time such cancellation of the Services is effected by FINODAYA CAPITAL. FINODAYA CAPITAL will be at liberty to discontinue/ suspend/ terminate the Customer's use of the Services at any time without assigning any reason whatsoever. FINODAYA CAPITAL may also discontinue or suspend or terminate Services/ facilities without prior notice if these Terms and Conditions are breached.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and/or the use of the Services provided through WhatsApp shall be governed by the laws of the Republic of India & the Customer agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. FINODAYA CAPITAL accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Service may be accessed through the internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the use of the Services.

GENERAL

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The Customer shall not be entitled to assign this agreement to any other person. FINODAYA CAPITAL may subcontract and employ agents to carry out any of the Services or for any incidental purposes. FINODAYA CAPITAL may assign, transfer, any of its rights and/or obligations or any part thereof to any persons at its discretion without any requirement for notice to or permission from the Customer.

ACCEPTANCE AND SIGNING

The Customer hereby expressly acknowledges and confirms that the Customer has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein online by sending a message/ sending any communication on WhatsApp on FINODAYA CAPITAL Registered Number.