

**NAVI FINSERV LIMITED
HOME LOAN TERMS OF USE**

We at Navi Finserv Limited (formerly known as Navi Finserv Private Limited and Chaitanya Rural Intermediation Development Services Private Limited) (“our”, “us”, “we”, “Company”, “Navi Finserv”) run the Navi Finserv mobile application (“**Home Loan App**”, “**App**”) and are happy to have you with us. Please read these terms of use (“**Terms**”) carefully before you use the Home Loan App since they constitute the agreement between: (a) you; and (b) us.

For your ease, we have provided summaries of some crucial Terms. However, in case of any conflict between the summaries and these Terms, the Terms shall prevail.

These Terms incorporate the following documents (including all their variants and updates) by reference: (a) the Home Loan Privacy Policy of Navi Finserv, available [here](#) (“**Navi Finserv Home Loan Privacy Policy**”); and (b) the agreement(s) executed by you (and co-applicants, members, nominees, if any) for availing the Navi Finserv Home Loan Services (*as defined below*) from us. By accepting these Terms, accessing or using Navi Finserv Home Loan Services, you agree (on behalf of yourself and your co-applicants, members, nominees, if any) to be bound by these Terms and to the collection and use of your information as set forth in the Navi Finserv Home Loan Privacy Policy.

All Navi Finserv Home Loan Services are subject to applicable laws, government notifications, the rules, regulations and guidelines issued by the Reserve Bank of India (“**RBI**”).

We may revise these Terms as well as update the Home Loan App and Navi Finserv Home Loan Services from time to time, so please keep visiting this page regularly. If you do not agree with any part of these Terms, please stop using the Home Loan App immediately. If you have any queries or concerns regarding these Terms, please contact our Grievance Officer (please refer Paragraph 15 below).

These Terms only apply to your use of the Home Loan App and Navi Finserv Home Loan Services (*defined below*). If you use any other service or application provided by any of our Affiliates, such as the Navi mobile application provided by Navi Technologies Limited (“**Navi App**”), please read the Navi Terms of Use (available [here](#)), Navi Privacy Policy (available [here](#)) and any other agreement entered into between you and our Affiliate(s).

1. SCOPE OF NAVI FINSERV HOME LOAN SERVICES

Summary: We provide you home loans through our mobile application. You must be legally permitted to enter into a contract and provide the information and permissions we need in the manner we ask for.

- i. Eligibility: You may use our Navi Finserv Home Loan Services only if you are legally permitted to do so under applicable laws. If we discover that any person using our Navi Finserv Home Loan Services is not capable of entering into a legally binding contract, we may immediately terminate their Navi Home Loan Account (*as defined below*). Do note that if you avail a home loan through the Home Loan App, the terms of the loan will be governed by the home loan agreement, sanction letter, applicable undertakings and mortgage documents executed with us.
- ii. What you get from us: The Home Loan App allows you to acquire a home loan from us in a seamless manner. Navi Finserv may enable you to avail home loans from us ("**Navi Finserv Home Loan Services**").
- iii. Signing up to use our Navi Finserv Home Loan Services: In order to use the Home Loan App, you must create a profile ("**Navi Home Loan Account**") with us on the Home Loan App after downloading the Home Loan App from the Navi App. To create a Navi Home Loan Account, you must download the Home Loan App, explicitly consent to be bound by these Terms and the Navi Finserv Home Loan Privacy Policy and provide us with requisite information to process your loan application.
- iv. We may ask you to provide us with the following details (with supporting documents to our satisfaction):
 - a. your name as provided in your PAN Card;
 - b. mobile phone number;
 - c. email ID;
 - d. date of birth;
 - e. marital status;
 - f. residential details;
 - g. employment type and place of work;
 - h. monthly income;
 - i. PAN;
 - j. details of property and title documents; and/ or
 - k. such other documents and/ or information as may be requested by us from time to time.

You should add the information and documents requested in the manner prompted on the Home Loan App. Additionally, to allow you a seamless experience on the Home Loan App and avoid asking you to re-enter your information, we may, with your consent taken under the Navi Finserv Home Loan Privacy Policy, collect your information from our Affiliates.

If you revoke any of the mandatory permissions sought by the Home Loan App required for fraud prevention, KYC (*defined below*), collections and underwriting purposes, then you will not be able to avail the Home Loan and have limited usage of the Home Loan App.

We reserve the right to store information on your device in the form of cookies or similar file for purposes of modifying the Home Loan App to reflect your preference. The Home Loan App is deemed to be in use when it is loaded in a temporary or permanent memory of your device.

The Navi Finserv Home Loan Privacy Policy details the nature and type of information we collect and process to enable the setting up of a Navi Home Loan Account, completing the Know-your-Customer (“KYC”) processes or to provide such information to us as it may need to process your home loan. If the information provided by you does not, in our sole discretion based on our internal policies, amount to reliable information or appears to be fraudulent, then we will not allow you to open a Navi Home Loan Account and you shall not be eligible to apply for a loan using the Home Loan App. If we discover any deficiency in the information provided by you on a later date, then we may terminate your Navi Finserv Account. Please note that we may add further verification procedures in the future, whereby you may be required to provide us with more information.

2. LOAN PROCESS - HOW IT WORKS

Summary: Through your Navi Finserv Account, we help you discover the maximum amount you are eligible to borrow from us and the terms on which our partner(s) might lend to you. We will, alone, based on the documents and information you provide decide whether to offer you the loan or not. If you have availed a home loan, the terms of your loan will be provided in the Loan Agreement executed between you and us.

- i. Your loan is going to be sanctioned by us, and will be governed by the applicable Loan Agreement. For your ease, the details of such loan, however, shall be shown on the Navi App or the Home Loan App.
- ii. Once your Navi Home Loan Account has been set up, then basis the information you provide us and the information we collect from your device and through other lawful means (as detailed in the Navi Finserv Home Loan Privacy Policy), we will inform you of the maximum amount you are eligible to borrow from us. Basis this, you may decide the loan amount you wish to apply for and the monthly instalments you are willing to pay. Once you input these parameters, we take the decision on what amounts to loan you and will provide you with the terms of the loan and interest rates you are likely to be charged by us.

The rate of interest charged for loans offered by us is determined upon consideration of below factors for assessing the gradation of risks for each borrower:

- a. Profile, financial stability, and market reputation;
- b. Credit history (vintage on bureau, bureau profile, repayment across trade lines, enquiry trend etc);
- c. Duration of relationship with the borrower;
- d. Default risk in related customer segment;
- e. Income of the borrower;

- f. Obligation to income ratio;
 - g. Geography (location) of the borrower; and
 - h. Other laws or any other factors on a case-by-case basis, as applicable.
- iii. Once these parameters have been provided and you decide to move forward with availing a loan from us, you will be required to undertake a KYC process with us. The KYC process must satisfy us. Additionally, where you are availing a home loan from us, you will be required to provide certain property documents, in the form and manner acceptable by our us. We may further ask for any documents and information it would require for its internal processes, in order to sanction your loan.
- iv. If you are availing a home loan, you consent to the verification of (a) you and your co-applicant's data by us and our lending service providers; and (b) any other data relevant to the processing of the loan application. Thereafter, once you accept the proposed loan terms, clear the KYC process and provide property documents to our satisfaction, a Loan Agreement will be executed between you (including your co-applicants, if any) and us, through such methods, as intimated by us.
- v. You will be required to issue appropriate auto-debit instructions for your bank account to repay the loan amount, prior to disbursal. Where auto-debit instructions are not issued, you will be required to repay the loan amount through debit card, bank account, payment methods offered by and routed through Unified Payment Interface (UPI) and National Payments Corporation of India (NPCI) or any other payment method specified by us. These cannot be changed or cancelled during the term of the loan. We will display the details of the EMI, including the due date and amount payable, as well as whether your payment was received or not, from time to time through the Navi App. We shall directly transfer the loan amounts to the bank account of your choice or we may directly transfer the loan amounts to the bank account specified in the Sanction Letter. Prior to making this transfer, however, we will need to verify your bank account.
- vi. **Loan Foreclosure:** You can repay all your dues and request foreclosure from Navi Finserv through the Navi App. The loan closure shall be effective on the next EMI due date, subject to the realization of the foreclosure payment. Your account status will be updated with the credit information companies by us on or after the applicable EMI due date. You agree that the due amount reflected on the Navi App as the foreclosure EMI amount is as of the next EMI due date and is subject to change if the foreclosure request is made on any other subsequent date. This Clause will not be applicable if you foreclose your loan account within the cooling off period, i.e., within 3 (three) days from the date of taking the loan.
- vii. Please note that a copy of your loan agreement, due dates for payment of EMIs, amount of EMI due, manual repayment of EMI and other updates on your loan are also available through the Navi App. Given these reasons and for facilitating a seamless digital lending journey you are advised not to remove the Navi App or the Home Loan App from your mobile device until the loan has been repaid. In case you need to remove the Navi App or the Home Loan App from your mobile device, please write to us at

help@navi.com. The customer support team will reach out to help you with this. Please note, however, that fraudulent deletion of the Navi App or the Home Loan App with an intention to avoid repayment of the loan shall amount to breach of these Terms.

3. DISCLAIMERS AND LIMITATIONS

Summary: We provide our Navi Finserv Home Loan Services 'as is', and we make no promises or guarantees about these Navi Finserv Home Loan Services. We will not be liable for damages or losses arising from your use or inability to use the Service or otherwise arising under this arrangement.

- i. The Home Loan App and Navi Finserv Home Loan Services are provided on an “as is” basis without any representation or warranties, express or implied except otherwise specified in writing. Further, the Navi Finserv Home Loan Services are intended for the use only by Indian residents and they may not be compliant with applicable laws, in the event these services are used from outside India. We do not warrant the Navi Finserv Home Loan Services complying with applicable laws for their usage from outside India and its quality. We do not warrant the quality of the Home Loan App, including its uninterrupted, timely, secure or error-free provision, continued compatibility on any device, or correction of any errors. In no event shall we or any of our successors, and assigns, and each of their respective investors, directors, officers, employees or agents be liable for any special, incidental, punitive, direct, indirect or consequential damages or losses suffered as a consequence of a breach of the Terms by another user or arising out of the use of or the reliance on any of the Navi Finserv Home Loan Services or Home Loan App.
- ii. Availing loans carries a risk and you should speak with your trusted advisors and/or financial consultant before availing any debt of any kind, whether from Navi Finserv or otherwise.
- iii. In the event any exclusion contained herein is held to be invalid for any reason and we or any of our officers, directors or employees become liable for loss or damage, then, any such liability shall be limited to the loan amount availed by you.
- iv. Notwithstanding anything to the contrary set forth in these Terms of Use and/or the Loan Agreement, we may, upon (i) any breach of these Terms of Use; (ii) breach of the Loan Agreement; (iii) occurrence of a Material Adverse Event as defined under the Loan Agreement; and/or (iv) default of payment, recall the entire loan amount (“**Loan Recall**”). Upon Loan Recall, we, at our discretion, may immediately initiate the e-NACH mandate for any amount (up to the interest outstanding plus the total loan amount) as deemed appropriate by us.
- v. It is your obligation to inform us of any and all changes in your financial capability. Failure to inform the us of the same will be considered a material breach of these Terms of Use and permits Navi Finserv to recall/accelerate payment of the loan without prior notice. Your acceptance of these Terms of Use may be construed as implied waiver of right to receive notice for recall/accelerated payment of the loan.

4. PRIVACY OF DATA

Summary: You can read about how we handle and use your data in our privacy policy.

The Navi Finserv Home Loan Privacy Policy provides the manner in which we store, process, collect, use and share the data that is collected from you. Please read it so you know your rights in this regard.

5. YOUR OBLIGATIONS

Summary: You must always (a) provide us with correct information; (b) keep your mobile device secure; and (c) be responsible for all costs in case we suffer any damages or claims owing to your use of the App. Lastly, remember to keep the App updated.

- i. Duty to provide true information: The information you provide is used by us to determine your eligibility for our Navi Finserv Home Loan Services. It is critical that all information you provide to us is true, complete, not misleading and is regularly updated by you. You should also ensure that you have the right to share any information that you provide us, in order for us to provide you the Navi Finserv Home Loan Services. If all or any part of this information is incorrect, incomplete, fraudulent or misleading or if you do not have the right to share such information with us, it would be a breach of these Terms and a violation of the law. You must further ensure that you do not do anything that can make the information provided by you incorrect, incomplete, fraudulent or misleading at a later date. If you discover any information provided is incorrect, incomplete, fraudulent, misleading or provided without adequate authority, then please write to the respective Grievance Officer immediately.
- ii. Duty to be responsible: Considering the nature of the Home Loan App and Navi Finserv Home Loan Services provided, please ensure that you keep your mobile device safe. You are solely responsible for all activities that occur under your credentials on the Home Loan App and any amounts debited or credited to your bank account. You should keep your password safe and not disclose your Navi Home Loan Account details to any third party or share the account with any third party. If you think someone has gained access to your Navi Finserv Account, please contact our Grievance Officer immediately and undertake such other activities as may be required. If you are directed to our third-party services, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the third party's services.
- iii. Obligation to indemnify: To the extent permitted under applicable law, you agree, to indemnify us (i.e., the Company), our directors, agents, and employees from and against all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of or relating

in any way to (a) your access to or use of the Home Loan App and/or Navi Finserv Home Loan Services; (b) your breach of these Terms; (c) your breach of any applicable laws or third-party rights; and/ or (d) any act of fraud or misrepresentation.

- iv. Ensure compatibility and keep updated: You must ensure that you keep updating the Home Loan App as and when we release new versions of it. Failure to do so may make you incapable of using certain Navi Finserv Home Loan Services or the Home Loan App altogether. You should also ensure that you are able to use the Home Loan App with your preferred bank account.

6. Restrictions on You

Summary: You shall not hack or in any way jeopardize the Home Loan App. You should not use the Home Loan App for any forward lending purposes or to grant loans to any third parties. You should not use the Home Loan App/Navi Finserv Home Loan Services for any illegal purposes. These are explicitly barred.

- i. No scaling or jeopardizing our platform: You agree to not interfere with or use non-public areas of our Home Loan App and our technical delivery system. You will not introduce any trojans, viruses, any other malicious software, any bots or scrape our Home Loan App for any user information. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. If you tamper or attempt to tamper with our technological design and architecture, we may terminate your Navi Finserv Account. We may further report such actions to the appropriate law enforcement authorities and initiate legal actions.
- ii. No commercial usage: You shall use the Navi Finserv Home Loan Services only for your lawful and personal use. You will not use our Navi Finserv Home Loan Services for any purposes not permitted under applicable law and these Terms.
- iii. No illegal usage: You shall not use the Home Loan App or the Navi Finserv Home Loan Services for committing fraud, embezzlement, money laundering or for any other unlawful and/or illegal purposes. Further, although we may, from time to time, monitor or review any facilities, if established or otherwise offered on the Home Loan App for discussions, chats, postings, transmissions, bulletin boards, and the like on the Home Loan App, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Home Loan App. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

- iv. Maintenance of bank accounts: You shall not do any action that may jeopardize the Navi Home Loan Account or in any way frustrate the repayment of the loan amounts as may be disbursed to you.

7. INTELLECTUAL PROPERTY

Summary: We own the content on the Home Loan App. You cannot duplicate or commercially exploit the Home Loan App or its content.

- i. All of the content on the Home Loan App, including, all images, illustrations, graphics, video clips, text, reports generated, trademarks, as well as the underlying code of the Home Loan App ("**App Content**"), constitutes our/ our Affiliates' intellectual property.
- ii. We give you a limited, non-transferrable, non-sublicensable and revocable license to access the Home Loan App, avail of the features of the Home Loan App for your personal, lawful requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the App Content, features or facilities, directly or indirectly, without our prior written permission.

8. REGULATORY CHANGES

Summary: Financial technology is an evolving sector. This may lead to changes in law and regulations which may lead to us to modifying the App or shutting it down.

Regulation around technology companies such as ours is ever changing. You understand that the Company may have to modify the Navi Finserv Home Loan Services and the Home Loan App on account of the regulatory landscape we are subject to. In such case, if you become incapable of using all or any part the Home Loan App or the Navi Finserv Home Loan Services, the same shall not be our fault.

9. THIRD PARTY LIABILITY

Summary: In order to provide you with a working ecosystem, we collaborate with various third parties. These third parties have their own protocols, terms of use and privacy practices. We cannot be responsible for their activities.

In providing the Navi Finserv Home Loan Services to you, we will need to use third-party services. This is done to facilitate checking your credit score, facilitating payment to and from you and other practical and functional purposes in order to enhance the Navi Finserv Home Loan Services we provide you. While we have appropriate agreements in place with these third parties, we do not accept any liabilities that may arise from our use of or reliance on such third-party services. Further, it may so happen that you are unable to link your bank account with the Home Loan App – whether to credit or debit the loan amounts - in which case, we will not be liable for any damages or losses suffered by you.

10. ACCOUNT AGGREGATOR SERVICES

If you avail services of the account aggregator and enable Navi Finserv to connect you with an account aggregator (“**Account Aggregator**”) for the purpose of creating your account with the Account Aggregator of your choice, Paragraph 10 of these Terms will also be applicable to you.

An Account Aggregator is an entity regulated by the Reserve Bank of India with an NBFC-AA license that helps an individual securely and digitally access and share information from one financial institution they have an account with to any other regulated financial institution in the account aggregator network. The Account Aggregator ecosystem (“**AA Ecosystem**”) allows the user to create accounts with Account Aggregators of their choice for the purpose of sharing financial information from a variety of entities that hold financial information with Navi Finserv. This streamlines the process and allows transfer of data from financial entities in a secure and efficient manner. All information shared shall always be with the consent of the user as obtained by the Account Aggregator.

By using the App and selecting an Account Aggregator on the App for the purpose of sharing your information, you affirm that Paragraph 10 of these Terms are legal and binding on you. You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms.

i. AA Architecture

The App allows the user to select an Account Aggregator of their choice from the list of Account Aggregators with whom Navi Finserv has entered into agreements with. At present Navi Finserv has agreements with the following Account Aggregators:

- a. Cookie jar Technologies Private Limited (“**Finvu**”)
- b. FinSec AA Solutions Private Limited (“**One Money**”)

Navi Finserv may modify this list from time to time as and when Navi Finserv enters into agreements with new Account Aggregators.

On selection of the Account Aggregator, the user shall be directed to a fresh page where the user is required to link their bank account to the AA Ecosystem for the purpose of creating an account with such Account Aggregator. On doing so, the user shall also be bound by the terms and conditions and privacy policy of the Account Aggregator in relation to transfer of data through the Account Aggregator to the Lending Partner. The terms and conditions of the Account Aggregator shall be available on the website of the Account Aggregator. On creation of the account with the Account Aggregator, the user shall direct the Account Aggregator to obtain and share the user’s data with Navi Finserv by issuing consent for the same.

ii. User Data

The Account Aggregators shall share the user's bank profile and transaction data with Navi Finserv in the manner as set out in the consent artifact provided by the user to the Account Aggregator.

The user agrees that the consent submitted under the consent architecture permits Navi Finserv to undertake analytics using the data received from the Account Aggregator. You further consent and agree to Navi Finserv sharing the data received with Navi Finserv for underwriting purposes and to undertake analytics. The data shared with Navi Finserv shall be processed as per the Navi Finserv Home Loan Privacy Policy.

iii. **Disclaimers**

To the fullest extent permissible by law, you acknowledge and agree that Navi Finserv, , our Affiliates and related parties will not be liable to you for any loss or damage arising out of or due to: (i) your use of, inability to use, or availability or unavailability of the Account Aggregators services; or (ii) any information provided to the Account Aggregator; or (iii) the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the AA Ecosystem; (iv) any security breach that occurs on the AA Ecosystem that is not directly attributable to Navi Finserv or its Affiliates; or (v) any acts or omissions of the Account Aggregators.

The user agrees and understands that opening an account and sharing data through the Account Aggregator is a voluntary process and is not mandated by Navi Finserv. We still retain the sole right to determine whether the user is eligible to receive a personal loan as per the parameters devised by us. Our determination of the user's eligibility shall be final and binding on the user.

Notwithstanding anything to the contrary contained herein, neither Navi Finserv, nor any of our Affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly, or indirectly, or relating, in any manner whatsoever, to these Terms or any breach by the Account Aggregators.

You shall indemnify and hold Navi Finserv, our Affiliates, subsidiaries, and their officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees) arising out of or due to your access to or use of the AA Ecosystem, or any infringement of these Terms.

11. THIRD PARTY CONTENT AND ADVERTISEMENTS

Summary: Ads/third party services displayed on the Home Loan App are not endorsed. Please use them at your own risk. Please read the terms of use of such third parties before using their services.

We may, from time to time, display offers and advertisements from third parties on our Home Loan App for your benefit. However, this does not mean we endorse these third parties. If you accept any of the services of such third parties, such arrangement shall be solely between you and the third party, you should avail of such services only after you have read their terms of use and privacy policies.

12. TERMINATION

Summary: We may terminate your Navi Home Loan Account by informing you by email. However, you will continue to make the payments/premiums owed as agreed under the respective documents/policies.

If we decide to terminate your Navi Home Loan Account for any reason, we will inform you of such decision on the Home Loan App or by email. However, this will not extinguish your obligations under the applicable documents/policies. We will not be liable for any losses or damages that you may suffer from such termination of your Navi Finserv Account.

13. OPT-OUT REQUEST

Summary: Email us at help@navi.com to opt out of receiving any updates from us.

If you wish to unsubscribe from our mailing lists, please write to us at help@navi.com.

In case you need to remove the Navi App or Home Loan App from your mobile device, please write to us at help@navi.com. Do note that in the event you either delete the Navi App or Home Loan App at any point prior to the closure of the respective Navi Finserv Home Loan Services, such an act will not extinguish your responsibilities under the applicable documents/policies.

14. FORCE MAJEURE

Summary: We cannot be held responsible for any deficiency or loss of Navi Finserv Home Loan Services owing to any reasons outside of our control.

Without limiting the foregoing, under no circumstances shall we be held liable for any damage, loss, loss of services of the Home Loan App, due to deficiency in provision of the Navi Finserv Home Loan Services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots.

15. GRIEVANCE OFFICER

Summary: You may reach out to the Grievance Officer at: grievance@navi.com to enquire about your concerns.

In order to address any questions or grievances that you may have regarding the use of Home Loan App or Navi Finserv Home Loan Services, please contact our Grievance Officer in the following manner:

Name: Mohammed Jaffer Sadiq

Email: grievance@navi.com

Address: 2nd Floor, Vaishnavi Tech Square, Iballur Village, Begur Hobli, Bengaluru- 560 102

16. GENERAL PROVISIONS

- i. **Notification:** We shall notify you of any relevant information pertaining to your use of the Navi Finserv Home Loan Services by push notification on the Home Loan App or Navi App, SMS, call, WhatsApp, instant messaging services or email or through any other means that we may deem appropriate. You authorize us to reach out to you, irrespective of whether you register with the National Do Not Call registry. You may reach out to us via email at help@navi.com.
- ii. **Disputes:** These Terms and any action related thereto will be governed by the laws of India. Any disputes arising out of or related to the Terms, the Home Loan App, or the Navi Finserv Home Loan Services shall be subject to the jurisdiction of the courts located in Bengaluru, Karnataka.
- iii. **Assignment:** You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign or transfer any right or obligations that accrued in our favour, at our sole discretion, without any restriction.
- iv. **Waiver:** Unless otherwise stated expressly, any delay or failure in our exercising any rights/remedies arising out of these Terms and/or other policies available on the Home Loan App, shall not constitute a waiver of rights or remedies and no single/partial exercise of any rights or remedies, hereunder, shall prevent any further exercise of the rights/remedies by us.
- v. **Survival:** You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, repayment of loan, governing law & arbitration and these general provisions shall survive the efflux of time and the termination of these Terms.
- vi. **Severability:** If any provision of these Terms is held illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any such provision held invalid, illegal or unenforceable shall be substituted by a provision of similar import reflecting the original intent of the parties to the extent permissible under applicable laws.
- vii. **Amendment:** We reserve the right to change, modify, add to, or remove discounts, portions of these Terms at any time, subject to the policies of the Company and applicable regulations.

