

## FlexiLoans Business Loans: Terms & Conditions

These terms and conditions (“**Terms & Conditions**”) are applicable between you and PayPal Payments Private Limited (“**PayPal**”) in connection with the credit products made available to you by FlexiLoans (a.k.a. Epimoney Private Limited), a registered non-banking financial company (“**Lender**”) through the PayPal mobile application (“**PayPal App**”) and/ or the PayPal Website (“**Credit Products**”).

By opting to apply for Credit Products, you agree that you have read, understood and agree to be bound by these Terms & Conditions, the PayPal User Agreement, Acceptable Use Policy, Privacy Policy, and all other agreements in place or enacted between you and PayPal (collectively, the “**Agreements**”).

- (a) The commercial terms applicable to the Credit Products (such as repayment terms, interest rates, disbursement mechanism, recovery procedures, etc.) shall be agreed directly between you and the Lender.
- (b) All the decisions with respect to the provision of the Credit Products, including approval, extension, closure, recovery of amounts due, etc., are taken at the discretion of the Lender.
- (c) You agree that PayPal or its affiliates will not be responsible or liable for any claim on account of availability or non-availability of the Credit Products or with respect to any actions taken by the Lender with respect to the Credit Products. All claims will be addressed and resolved with the Lender in accordance with agreement(s) between you and the Lender.
- (d) It is clarified that PayPal’s role in connection with the Credit Products is limited to referring you to the Lender. Any decisions with respect to the Credit Products, including the credit decision, is taken by the Lender at its sole discretion. PayPal in no way guarantees or assures you of any Credit Products, which are provided by Lender at its sole discretion.
- (e) By opting to apply for Credit Products, you agree that PayPal may share your personal data or information (including details such as name, postal address (including billing and shipping address) and email address) (“**Personal Information**”) with the Lender, or with any other third party service providers or entities, in connection with the Credit Products. For details please refer privacy Policy for PayPal Payments Private Limited.
- (f) By opting to apply for Credit Products and initiating redirection from PayPal to the Lender platform, you (1) agree that PayPal does not endorse and is not responsible or liable, directly or indirectly, for the content and privacy practices of the Lender, including (without limitation) any offerings of goods and/or services therein; and (2) represent and warrant that you have consulted your own independent professional adviser before accepting any such goods and/or services.
- (g) By applying for Credit Products or providing details or documents through the PayPal Website or PayPal App, including but not limited to Personal Information, you expressly consent to PayPal and the Lender contacting you with respect to the Credit Products.
- (h) You should review the terms and conditions of the Lender to understand the terms of your relationship with the Lender. PayPal assumes no liability for any acts or omissions of the Lender.
- (i) PayPal has limited control over third party websites and resources, and you acknowledge and agree that PayPal is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any third party resources, content, advertising, products or other materials on or available from the Lender. You further acknowledge and agree that PayPal shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party resources, content, goods or services.
- (j) Your interaction with any third party accessed through the PayPal Website is at your own risk, and PayPal will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.
- (k) Prices, Products and Services are offered by the Lender and may change at the Lender’s discretion.
- (l) You acknowledge that PayPal may receive a fee in connection with the referral referred to in Para (d) above