

Terms and Conditions

("T&Cs")

1. I/We hereby acknowledge and authorize Spinny Capital Private Limited ("SPINNY CAPITAL") or its business partners to contact us at all addresses/emails/phone numbers mentioned in the application form/documents/IT applications/emails in respect of availing financing/loan facilities.
2. I/We confirm that we have carefully read and fully understood all the terms of use of availing financing that are listed on SPINNY CAPITAL Website i.e. www.spinnycapital.com or on its IT Applications and or applicable to any financing availed through the SPINNY CAPITAL Applications /Systems.
3. I/We accept the terms & conditions unconditionally and agree that these terms and conditions may be amended or modified at any time and I/we will be bound by the amended terms & conditions that are in force.
4. I/We understand that sanction of the finance is at the sole discretion of SPINNY CAPITAL and is subject to my/our execution of necessary documents, providing any security(ies) and other closing formalities to the satisfaction of the SPINNY CAPITAL. I/We agree that SPINNY CAPITAL at its sole discretion may reject my application without providing any reasons and that I/We reserve no right to appeal against this decision.
5. I/We declare, warrant and represent that all the particulars and information and details given / filled in application form(s), SPINNY CAPITAL Applications/ Systems and documents given by me/us to are true, correct and accurate and I/we have not withheld/ suppressed any material information. I/We undertake to furnish any additional information/ documents that may be required by SPINNY CAPITAL from time to time. SPINNY CAPITAL reserves the right to retain the photograph & the documents submitted with the applications & may not return the same to the applicant.
6. I/We confirm that I/We are not associated with any political parties, terrorist organizations and I/We shall not pass loan facility proceeds or benefits associated thereof to such parties or organizations. For example: vehicle financed by SPINNY CAPITAL or its business partners shall not be used in any terrorist or smuggling or money laundering or illegal activity.
7. I/We confirm that there are no insolvency proceedings against me/us nor have I/we ever been adjudicated insolvent. I/We also undertake to inform SPINNY CAPITAL of changes in my/our occupation/employment and to provide any further information that the company may require.
8. I/We agree that finance provided to me/us shall not be used for any speculative or illegal or anti-social or political purpose.
9. I/We hereby confirm that I/We do not have any relation with any Director or Key Managerial Persons of Spinny Capital Private Limited as covered under Section 2(76) of The Companies Act, 2013.
10. As a pre-condition, relating to grant of the finance facilities by SPINNY CAPITAL or its business partners to me/us, I/We agree and give consent for the disclosure by SPINNY CAPITAL or its business partners of:
 - a. information and data relating to me/us and our directors and companies.
 - b. the information or data relating to any finance facility availed of/to be availed, by me/us; and
 - c. default, if any, committed by me/us, in discharge of any of our obligations, to all or any third parties as may be deemed necessary at the sole discretion of SPINNY CAPITAL.
11. SPINNY CAPITAL may, as it reasonably deems appropriate and necessary, disclose and furnish information as set forth above to:
 - a. Credit Information Companies namely, Credit Information Bureau (India) Limited (Transunion CIBIL Limited), Equifax Credit Information Services Private Limited, Experian Credit Information Company of India Private Limited and CRIF High Mark Credit Information Services Private Limited.

- b. Information Utility i.e. National E-Governance Services Limited and Account Aggregators.
- c. CKYCR, CERSAI and/or
- d. any other agency authorized in this behalf by the RBI, SEBI, UIDAI or any other office of the Government Authorities.

I/We hereby further agree that SPINNY CAPITAL shall be entitled to exchange information regarding our accounts with other financial institutions or banks, as and when required in accordance with Applicable Law and regulations.

12. I/We undertake and acknowledge that:

- a. For the purpose of assessing my/our credit worthiness, SPINNY CAPITAL or its business partners is authorized to pull from IU, CERSAI, CKYCR, Account Aggregators, Credit Information Companies and/or any other agency authorized by RBI, SEBI, UIDAI or any other office of the Government Authorities, data of the applicant(s), directors, companies, and any other individuals who are involved in the said business, on behalf of which this finance application is made;
- b. Credit Information Companies and any other agency so authorized or permitted by RBI (Like CKYCR, IU, Account Aggregators, etc.) may use, process the said information and data disclosed by SPINNY CAPITAL in the manner as deemed fit by them;
- c. Credit Information Companies and any other agency or permitted by RBI so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the SEBI, UIDAI or any other office of the Government Authorities in this behalf;
- d. I/We hereby provide my consent and authorize Spinny Capital and/or its affiliated partners to download my 'Know Your Customer' records/information from the Central KYC Registry. I am/We are aware that my/our KYC records/information would be downloaded from the Central KYC Registry, solely for performing customer due diligence on me/us in order to process my/ our loan application. I/We further declare that the data/information on the Central KYC Registry is updated and has not been subjected to any change, as on the date of making the loan application.
- e. For the purpose of assessing our credit worthiness, SPINNY CAPITAL is authorized to fetch Goods and Service Tax returns/data, of the applicant(s), companies, on behalf of which this loan application is made.
- f. I/We hereby authorize the Company and its representatives, business partners and their representatives to contact me/us through phone call, SMS, WhatsApp/email and/or any other mode (this shall override any registration by myself/us under DNC/NDNC) and also to make any inquiries regarding my/our aforementioned application as they may consider necessary at their sole discretion.
- g. I/We, do hereby confirm that my/our annual household income, that is to say, the annual income of my/our family unit, (i.e., husband/ wife, and unmarried children, is more than Rs. 3,00,000/- (Rupees Three Lakhs Only) and therefore, my/our borrowing under the present facility does not qualify to be treated as a Microfinance Loan under the Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022. I/We further represent that the aforesaid information and details provided by me/us are true, correct and that I/We have not concealed any information therefrom.
- h. The Borrower agrees and acknowledges that the Vehicle Loan and any disbursement in relation thereto shall be subject to Market Disruption Event, which would mean and include any adverse disruption or impact on the financial markets, the business, condition (financial or otherwise), operations, performance, assets, prospects or credit standing or business activities of the Borrower and/ or the market and economic conditions of India. Decision on occurrence of Market Disruption shall be at the sole discretion of the Lender.

Upon occurrence of Market Disruption, the Lender may at its sole discretion cancel the Facility (or any part thereof), delay any disbursement and recall any disbursed part if any.

- i. I/We understand and acknowledge that Spinny Capital engages and coordinates with authorized third-party service providers or vendors (such as KYC verification agents, Aadhaar Masking API vendors, payment gateway providers, collection agencies, data processors, etc.) who are engaged to provide services in relation to my relationship with the Company and/or under regulatory compliance requirements. I/we provide my free and informed consent to Spinny Capital for the collection, processing, storage, and sharing of my sensitive personal data, including but not limited to Aadhaar data to the authorized third-party service providers or vendors of Spinny Capital.

Please turn over for AADHAR DECLARATION FORM

AADHAR DECLARATION

I, hereby submit voluntarily at my own discretion, self-certified physical copy of Aadhaar letter or downloaded Aadhaar (e-Aadhaar) or Aadhaar secure Quick Response (QR) code or offline electronic Aadhaar XML document as issued by Unique Identification Authority of India (UIDAI) to Spinny Capital Private Limited (herein called the "Company"), for the purpose of establishing my identification/ address proof, in individual capacity or as an authorized signatory in case of non-individual borrower, as the case may be and; hereby consent to the Company for offline verification of Aadhaar, without authentication, to establish its genuineness through such offline verification mode acceptable as per UIDAI or under any Act or law, from time to time. I, further confirm that the purpose of collecting Aadhaar has been explained to me and the Company has informed that my demographic information and any other information submitted to the Company herewith for offline verification shall not be used for any purpose other than for the purpose of verification, or as per requirements of law.

I, further confirm that the Company has further informed about the following:

- nature of information that will be shared on submission of Aadhaar,
- the uses to which such information received during offline verification may be put to,
- Aadhaar number or biometric information will not be collected, used, or stored by the Company,
- Aadhaar number (first 8 digits) has been redacted or blacked out through appropriate means,
- this consent will be stored with the Company

I, further agree to have been sufficiently informed by the Company about other alternative documents that can be submitted for establishing proof of identification and address.

I, hereby declare that all the information voluntarily furnished by me is true, correct, and complete. I will not hold the Company or any of its officials responsible in case of any incorrect information is provided by me.

I/we provide my free and informed consent to Spinny Capital for sharing of my sensitive personal data, including but not limited Aadhaar data to the authorized third-party service providers or vendors of Spinny Capital.

****End of the Document****