

TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 These terms and conditions (“**DSP Finance Terms and Conditions**”) are applicable to the use of <https://dspfin.com/>, any mobile application, and any other linked pages, products, software, features or other application services (“**DSP Finance Portals**”) offered and managed by DSP Finance Private Limited (formerly DSP Investment Managers Private Limited), an Indian company having its registered office at Mafatlal Centre, 11th Floor, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021 (hereinafter “**DSP Finance**”).
- 1.2 DSP Finance offers different types of services through the DSP Finance Portals (each, a “**DSP Finance Service**”). These Terms and Conditions together with any rules, guidelines, policies, terms and conditions applicable to a specific DSP Finance Service (“**Specific Terms and Conditions**”) shall comprise the complete terms and conditions applicable to that particular DSP Finance Service (“**DSP Finance Terms and Conditions**”). If on a particular matter there is a conflict between these Terms and Conditions and the Specific Terms and Conditions, the provisions of such Specific Terms and Conditions will prevail.
- 1.3 Any person (which, for the avoidance of doubt, includes any person acting on behalf of any firm, company, corporation, trust, joint venture, consortium, partnership or other entity (“**Entity**”)) who logs on to or uses any DSP Finance Portals (“**You**” or “**DSP Finance User**”), even when such person does not avail any of the services offered on DSP Finance Portals, shall be presumed to have read the DSP Finance Terms and Conditions (which includes DSP Finance’s Privacy Policy available at <https://dspfin.com/assets/policies/privacy-policy.pdf>) and unconditionally and irrevocably accepted the DSP Finance Terms and Conditions. Accordingly, please read the DSP Finance Terms and Conditions carefully before registering on, accessing, browsing, downloading or using any of the DSP Finance Services offered on DSP Finance Portals or any electronic device.

2 ACCEPTANCE

2.1 User Eligibility

DSP Finance Services are only available to persons who are competent to enter into legally binding contracts under the Indian Contract Act, 1872. DSP Finance Services are not available to anyone previously removed by DSP Finance from accessing the DSP Finance Services and/or DSP Finance Portals.

2.2 Representations

On availing the DSP Finance Services, You as a DSP Finance User, represent to DSP Finance that:

- 2.2.1 You are at least 18 years of age or older;
- 2.2.2 You are competent to enter into legally binding contracts under the Indian Contract Act, 1872;
- 2.2.3 if You are acting on behalf of an Entity, the Entity is duly incorporated, organised and validly existing under the laws of India and You are authorised to act on its behalf;
- 2.2.4 You are not barred or otherwise legally prohibited from accessing or using the DSP Finance Portals and/or DSP Finance Services under the laws of India or by DSP Finance;

- 2.2.5 all information provided by You is true and accurate;
 - 2.2.6 You meet the criteria as prescribed under the DSP Finance Terms and Conditions; and
 - 2.2.7 You are an Indian national having tax residency in India and You are not a tax resident of any other country.
- 2.3 By registering on, accessing, browsing, downloading or using the DSP Finance Portals or DSP Finance Service, You agree and acknowledge that:
- 2.3.1 the DSP Finance Terms and Conditions forms the legal contract between You and DSP Finance in connection with the use of the relevant DSP Finance Service and/or DSP Finance Portal. By accessing or using any DSP Finance Service, You expressly agree to and irrevocably and unconditionally consent to be bound by the DSP Finance Terms and Conditions;
 - 2.3.2 DSP Finance has the right to amend, add, or remove or modify any portions of these DSP Finance Terms and Conditions, from time to time, without notice to You, and You agree to comply with such amended DSP Finance Terms and Conditions. Once posted or updated on the website, those changes are effective immediately unless stated otherwise;
 - 2.3.3 DSP Finance will endeavour to update You on an annual basis, or as prescribed under applicable laws, regarding changes to the DSP Finance Terms and Conditions. Any failure or delay by DSP Finance to update You of the changes to the DSP Finance Terms and Conditions will not impact the validity and effectiveness of those changes;
 - 2.3.4 You will be responsible for reviewing the DSP Finance Terms and Conditions on the DSP Finance Portals periodically for any updates or changes. Your continued access or use of the DSP Finance Services and/or DSP Finance Portal shall constitute your acceptance of the most recently updated DSP Finance Terms and Conditions;
 - 2.3.5 mere acceptance of the DSP Finance Terms and Conditions by You does not obligate DSP Finance to offer You the relevant DSP Finance Service;
 - 2.3.6 You shall not impersonate any person or Entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or Entity;
 - 2.3.7 You agree that it is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information provided through the site or on the internet generally;
 - 2.3.8 You are solely responsible for understanding and complying with any and all laws, rules and regulations that may be applicable in connection with Your use of the relevant DSP Finance Service;
 - 2.3.9 You consent to the collection, sharing, use, storage and processing of your Personal Information (as defined below) in accordance with the terms of the DSP Finance Terms and Conditions for the provision of the relevant DSP Finance Service; and
 - 2.3.10 if at any time You do not agree with the DSP Finance Terms and Conditions or do not wish to be bound by the DSP Finance Terms and Conditions, You shall immediately cease your use of the DSP Finance Portals and/or DSP Finance Services.

3 DSP FINANCE SERVICES

3.1 As long as You accept and comply with the DSP Finance Terms and Conditions, DSP Finance grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use DSP Finance Portals and/or avail all or some of the DSP Finance Services.

3.2 Account:

3.2.1 You cannot avail DSP Finance Services unless you have a DSP Finance User's account with DSP Finance ("**Account**"). By accessing a DSP Finance Portal or using a DSP Finance Service, You authorize DSP Finance to register You with DSP Finance and create a new Account. The terms of and process for opening an Account in respect of a particular DSP Finance Service shall be set forth in the Specific Terms and Conditions for that DSP Finance Service. In addition to the DSP Finance Terms and Conditions, all terms and conditions in relation to creation and use of the Account as specified in the Specific Terms and Conditions shall be applicable to the Account.

3.2.2 Where the DSP Finance User is acting on behalf of an Entity, the Account shall be opened and operated by any person duly authorised by such Entity to open and operate the Account on its behalf.

3.2.3 Account Data Confidentiality and Verification

- (i) The login data is intended solely for Your personal use and therefore, should always be kept secret and safe. You are not entitled to share the login details with third parties to use the DSP Finance Services or to disclose them otherwise.
- (ii) We may require You to provide additional information to verify your identity as a condition of providing the DSP Finance Services to you or before we permit use DSP Finance Services through your Account.
- (iii) You agree to: (i) provide all the additional details and documents through the Account or otherwise as may be required by DSP Finance to ensure compliance with all the relevant and applicable KYC requirements; and (ii) maintain and promptly update the Personal Information (as defined below) provided during the registration process, as necessary, to keep it true, accurate, current and complete at all times.
- (iv) You consent to DSP Finance and/or the third parties appointed by DSP Finance having a one-time access to the camera, microphone, location, or any other facility of Your electronic devices for the purpose of on-boarding/KYC requirements, if required.
- (v) You acknowledge and agree that You shall be solely responsible for immediately notifying DSP Finance of any change in the e-mail address and/or mobile number registered with DSP Finance.

3.3 Arrangements with Third Party Providers

3.3.1 In order to render the DSP Finance Services, DSP Finance may partner with providers of different services, third parties, banks, financial institutions and such other entities ("**Third Party Service Providers**") as may be determined by DSP Finance, in its sole discretion.

- 3.3.2** It is hereby clarified that all services made available to a DSP Finance User through the Third Party Service Provider website are provided on an 'as is' and 'as available' basis. These websites may contain links to third party external websites, having further linked websites, controlled or offered by third parties, in order to help You find relevant websites, services and/or products which may be of interest to You, quickly and easily. The contents displayed or products/services offered on such linked websites or any quality of the products/services are not endorsed, verified or monitored by DSP Finance. DSP Finance is also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and does not give or enter into any conditions, warranties, express or implied, or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this website includes a link infringes the intellectual property rights of any third party).
- 3.3.3** You hereby consent and agree to comply with guidelines, instructions, requests, etc., as may be made by DSP Finance or by DSP Finance's Third Party Service Provider from time to time, in relation to the DSP Finance Service.
- 3.4** **Mechanics of payment transaction:** The mechanism for payment in respect of each DSP Finance Service shall be as set out in the Specific Terms and Conditions for that DSP Finance Service. Please go through the Specific Terms and Conditions for a particular DSP Finance Service to apprise yourself of the payment mechanism and procedure for that DSP Finance Service.
- 3.5** **KYC check and authentication documents**
- 3.5.1** For availing some of the DSP Finance Services, you may be required to provide certain Know Your Customer (KYC) and other authentication documents as prescribed under applicable law and the relevant Specific Terms and Conditions. Please go through the Specific Terms and Conditions for a particular DSP Finance Service to apprise yourself of the KYC documents required for that DSP Finance Service.
- 3.5.2** You agree and acknowledge that the DSP Finance, or such other entity authorised by the DSP Finance, shall upload Your KYC details to the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") and generate a CKYC ID.
- 3.6** **Communications:**
- 3.6.1** DSP Finance may send alerts to the mobile phone number or to e-mail (both verified through OTP) provided by You while registering with the DSP Finance Portal for the DSP Finance Service or on any updated mobile number / e-mail subsequently provided by You on the relevant DSP Finance Portal or via push notifications. You agree to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information or issuance of notices through them.
- 3.6.2** The alerts will be received in case of SMS or WhatsApp, only if the mobile phone is in 'On' mode to receive the SMS or WhatsApp Message, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if You have enabled the receipt of such notifications, provided further that the messages in

all forms whether SMS, WhatsApp, e-mail or push notification shall be received only if the mobile phone or such other electronic device is within the network coverage of the mobile network service provider or connected to a wi-fi network. If the mobile phone is in 'Off' mode or if the e-mail servers or email-ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.

- 3.6.3** DSP Finance will make best efforts to provide alerts via SMS/WhatsApp/e-mail/push notifications and it shall be deemed that You shall have received the information sent from DSP Finance as an alert on the mobile phone number or e-mail id registered during the course of, or in relation to, using the DSP Finance Portal or availing any DSP Finance Service. DSP Finance shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold DSP Finance liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.

3.7 Information Sharing:

- 3.7.1** You agree that DSP Finance or its subsidiaries/ affiliates or their employees or agents may share all information and details as provided by You in your application in relation to your existing loans and/ or repayment history to any third party including but not limited to its group companies, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies etc. for customer verification, personalisation of products and services, credit rating, data enrichment, marketing or promotion of the products or services of DSP Finance or their subsidiaries/ affiliates or of any other service provider.

- 3.7.2** You agree that You consent to receiving any information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from any DSP Finance/its subsidiaries or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to You or your family members. You expressly and irrevocably consent that for any claim against the service providers, DSP Finance or its subsidiaries/affiliates shall not be liable and your claim on this account shall be against the service providers and/or tele-callers.

- 3.8 Territorial Restrictions:** To use DSP Finance Services, You will need to be physically located in India when registering, have an Indian bank account and an Indian mobile number.

4 SUBMISSION OF PERSONAL INFORMATION

- 4.1** Personal information may include, but not be limited to, Your name, e-mail address, gender, validation of Aadhar details using Aadhar XML or CKYC process, date of birth, mobile number, password, selfie, mobile number/phone information, financial information such as bank documents, bank statements, PAN card number validation through NSDL database, bank account number using penny-drop verification, sales tax details, service tax details, tan no., driving license number, sources of your income and family income, demographic information like residential address and office address, salary slips, your family details, information relating to income or mutual funds and expenses obtained through bank SMS scraping and through integration with such service providers, credit related information that is collected from other sources like the credit bureau, information collected through Facebook, Twitter, LinkedIn or other social media accounts of the DSP Finance User which have been linked to the account

on the website, information that You provide when You write directly to us (including by e-mail) or provide us over telephone, browser type, the URL of the previous website you visited, information about the pages viewed on the website, how you navigate through the website and interact with webpages etc., operating system types and data required for KYC compliances and requirements and other relevant details (“**Personal Information**”). Where the DSP Finance User is acting on behalf of an Entity, Personal Information may also include, but not be limited to, the Entity’s name, registered office address, e-mail address, date of incorporation, mobile number, and financial information such as annual reports/filings and tax filings, bank account number using penny-drop verification, details of partners/designated partners/directors/authorised signatories, data required for KYC compliances and requirements and other relevant details.

- 4.2 DSP Finance will use Your Personal Information during the registration process and for the purpose of providing you with efficient access to the DSP Finance Portals and use of DSP Finance Services. For this purpose, You will be required to share, capture and upload Your personal information with DSP Finance.
- 4.3 You represent and undertake that all of the Personal Information provided by You to DSP Finance is correct and complete. You consent to DSP Finance’s use of Your Personal Information for the purpose set out in these DSP Finance Terms and Conditions.
- 4.4 Your Personal Information will be collected, stored, processed, disclosed and used according to the terms of the DSP Finance Privacy Policy. You hereby agree, acknowledge and accept the DSP Finance Privacy Policy, which is available at: <https://dspfin.com/assets/policies/privacy-policy.pdf>. You agree that You have read and understood the DSP Finance Privacy Policy. In case of any discrepancy between the terms of the DSP Finance Terms and Conditions and the DSP Finance Privacy Policy pertaining to handling, processing, using, sharing, disclosing, etc. of your Personal Information, the terms of the DSP Finance Privacy Policy shall prevail.
- 4.5 If you provide any Personal Information that is untrue, inaccurate, not current or complete, DSP Finance has the right to suspend or terminate your Account created with DSP Finance and refuse any and/or all of the DSP Finance Services. DSP Finance shall not be liable in any manner whatsoever for any loss or damage incurred by You or any dispute initiated by or against You, due to any untrue, inaccurate, not current or incomplete Personal Information provided by You.
- 4.6 You also acknowledge that DSP Finance may obtain or receive information relating to You from other service providers, financial institution and/or Governmental agency for the purposes of offering the DSP Finance Services. DSP Finance handles all Personal Information in accordance with the provisions of the applicable law (including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time) as may be applicable from time to time and only for the duration lawfully required thereunder.
- 4.7 You hereby agree, acknowledge and grant your specific consent to DSP Finance to further use, process, transfer, disclose and share the Personal Information:
 - 4.7.1 to the entities part of the DSP Finance group and the Third Party Service Providers engaged by DSP Finance;
 - 4.7.2 with any other Governmental authority or other entities where requested by such authority, pursuant to applicable laws;

in each case, for the purpose set out under paragraph 4.2 above.

- 4.8 You further agree that such Personal Information may be displayed, automatically or otherwise, upon logging into your Account and/or initiating any transaction on the Third Party Service Provider website. Please note that some of your information, including Personal Information required to service your Account, is readily available on the DSP Finance Portal and only viewable by you by logging on to the relevant DSP Finance Portal.
- 4.9 You acknowledge and agree that in the event where You do not provide Your consents for collection, storage, processing, sharing and use of Personal Information as required by DSP Finance under applicable law to provide You with the DSP Finance Service, DSP Finance may, at its sole discretion, not provide or cease to provide the DSP Finance Service to You.
- 4.10 You acknowledge and agree that if You revoke/withdraw Your consent to collect, use, share, process or store any Personal Information in accordance with these DSP Finance Terms and Conditions, You shall intimate DSP Finance in writing and immediately (i) cease the use of the DSP Finance Service and (ii) make payments of any amounts owed in full.
- 4.11 You acknowledge and agree that You may request to delete or erase any Personal Information to the extent permitted to be requested under applicable laws and DSP Finance will, and will ensure that the relevant third party service provider of DSP Finance will, delete or erase such Personal Information (provided however that You acknowledge and agree that notwithstanding any such request by You, DSP Finance, and/or the relevant third parties may retain such information to the extent required under applicable laws or as per statutory or regulatory requirements).
- 4.12 You hereby specifically agree that you shall, at all times, comply with the requirements of the applicable law, including the Information Technology Act, 2000 and rules, regulations, guidelines, byelaws and notifications made thereunder.

5 LIMITATION OF LIABILITY

- 5.1 You acknowledge that DSP Finance's liability with respect to the DSP Finance Service shall be limited and shall be as per the DSP Finance Terms and Conditions.
- 5.2 You agree and confirm that the sole and exclusive responsibility and obligation of DSP Finance is to ensure that the DSP Finance Services are being provided in compliance of all applicable laws, rules and regulations.
- 5.3 You agree that if You do not agree to the applicability of any of the DSP Finance Terms and Conditions, then the only remedy You have will be to not use the DSP Finance Service and discontinue using its Account. However, till such time that You use the DSP Finance Portal and avail the DSP Finance Services it shall be deemed that You agree with and shall continue to adhere and abide by the DSP Finance Terms and Conditions.
- 5.4 DSP Finance and its subsidiaries/affiliates, their directors and employees accept no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary loss, damage or expenses) from Your use of this website, Third Party Provider website or any external website or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with this website, its contents or DSP Finance Services, or due to any inaccessibility of this website or any part thereof or any contents or associated services even if DSP Finance is advised of the possibility of such damages, losses or expenses.

- 5.5 DSP Finance shall not be liable for its failure to perform under the DSP Finance Terms and Conditions as a result of occurrence of any force majeure events including an act of God, fire, wars, pandemic, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments and/or change in applicable law, that may affect the performance of DSP Finance, payment gateways and/or the Third Party Service Provider.

6 INDEMNIFICATION

- 6.1 You agree to indemnify, save, and hold DSP Finance, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the DSP Finance Services or of the DSP Finance Portals; (ii) any violation by You of the DSP Finance Terms and Conditions; or (iii) any breach of the representations, warranties, and covenants made by You herein.

7 PROHIBITED CONDUCT

- 7.1 By accessing or using the DSP Finance Portals and/or by availing the DSP Finance Services, You agree not to:
- 7.1.1 violate the DSP Finance Terms and Conditions;
 - 7.1.2 impersonate any person, or falsely state or otherwise misrepresent Your identity, age (where applicable) or affiliation with any person or Entity;
 - 7.1.3 avail DSP Finance Services with what we reasonably believe to be potentially fraudulent funds;
 - 7.1.4 infringe our or any third party's intellectual property rights, rights of publicity or privacy;
 - 7.1.5 post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
 - 7.1.6 post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
 - 7.1.7 refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provide by You to DSP Finance;
 - 7.1.8 remove, circumvent, disable, damage or otherwise interfere with security-related features of the DSP Finance Portals or features that enforce limitations on the use of the DSP Finance Services or the DSP Finance Portals;
 - 7.1.9 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any DSP Finance Services or the DSP Finance Portals or any part thereof, except and only to the extent this is expressly permissible by applicable law;
 - 7.1.10 use the DSP Finance Services or the DSP Finance Portals in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the DSP Finance Services or the DSP Finance Portals in an automated manner;
 - 7.1.11 use any robot, spider, other automatic device, or manual process to monitor or copy the DSP Finance Portals without prior written permission;
 - 7.1.12 take any action that imposes an unreasonably or disproportionately large load on DSP Finance's infrastructure / network;

- 7.1.13 sell the DSP Finance Services, information, or software associated with or derived from it;
- 7.1.14 use the facilities and capabilities of the DSP Finance Portals to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others; and
- 7.1.15 use the DSP Finance Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to DSP Finance, a third party or You.

8 DISCLAIMER

Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of DSP Finance or for the correctness of any statements or representations made or opinions expressed by the company and for discharge of liability by DSP Finance.

9 TERMINATION

- 9.1 DSP Finance may forthwith terminate and/or suspend, in whole or in part, the DSP Finance Terms and Conditions, the DSP Finance Services provided hereunder and access to the DSP Finance Portals, for any reason including for reasons of breach of the DSP Finance Terms and Conditions. Your sole right to terminate the DSP Finance Terms and Conditions is by deleting Your Account. In the event of termination of these DSP Finance Terms and Conditions by DSP Finance or You, You shall be liable to pay the amounts due to DSP Finance under the terms of these DSP Finance Terms and Conditions.

10 NOTICES

All notices, requests, demands, waivers, complaints, queries and other communications required or permitted to be given hereunder in relation to the DSP Finance Services under the DSP Finance Terms and Conditions, shall be emailed at grievance@dspfin.com if to DSP Finance and if to You, it shall be to the address registered with DSP Finance.

11 GRIEVANCE REDRESSAL MECHANISM

- 11.1 In the event You have any grievance or complaints in relation to a DSP Finance Service, You may send Your complaint through a written notice or electronic mail to the Grievance Redressal Officer appointed by DSP Finance at grievance@dspfin.com. You are advised to further refer to the Customer Grievance Redressal Policy of DSP Finance which is available at <https://dspfin.com/assets/policies/customer-grievance-redressal-policy.pdf>.

12 GOVERNING LAW AND JURISDICTION

- 12.1 The DSP Finance Terms and Conditions shall be governed by the laws of India.
- 12.2 You agree that if any dispute(s) or difference(s) shall arise between You and DSP Finance (“**Parties**”) in connection with or arising out of or relating to the DSP Finance Terms and Conditions, the Parties shall mutually appoint a sole arbitrator within 30 (thirty) days from the receipt of a notice (“**Disputes Notice**”) from the other Party who shall resolve such dispute(s) in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (“**Arbitration Act**”).

- 12.3** If the Parties fail to appoint a sole arbitrator in accordance with the procedure aforesaid and within the time period as specified above, such sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act. The arbitration proceedings shall be held in English language with the seat of the arbitration being Delhi and the venue of the arbitration being Delhi. Subject to the arbitration agreement as mentioned above, the courts at Delhi shall have the exclusive jurisdiction over any dispute(s) as described above.

13 INTELLECTUAL PROPERTY

- 13.1** You acknowledge that DSP Finance is the sole and rightful owner of the intellectual property and You agree not to register, use or file in its own name or in the name of any other person or company any trademarks same or similar or resembling in any manner the intellectual property and not to associate the intellectual property with its own business, except for the purpose as specified in these DSP Finance Terms and Conditions. In this regard 'intellectual property' shall mean any and all property in any name, signature, word, letter, numeral or any combination thereof, software, Trademark, brand name, service mark, trade name, design, logo, know-how, trade secrets whether registered or not, belonging to DSP Finance.
- 13.2** Nothing contained herein shall authorize You to use, display or exploit the Intellectual Property rights of DSP Finance without the prior written consent of DSP Finance and all content on the DSP Finance Portals and DSP Finance Services is the copyright of DSP Finance except for third party content and any link to third party websites.
- 13.3** The information provided on the DSP Finance Portal(s) is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use. DSP Finance does not represent or endorse the accuracy or reliability of any information, or advertisements contained on, distributed through, or linked, downloaded or accessed from any of the DSP Finance Portals, or the quality of any products, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the DSP Finance Portals provided through the online technology platform.

14 MISCELLANEOUS

14.1 Assignment

DSP Finance may assign, in whole or in part, the benefits or obligations of these DSP Finance Terms and Conditions to:

- 14.1.1** its associates, affiliates, any group company, or
- 14.1.2** any other company in any circumstances including but not limited to pursuant to a restructuring or re-organization or demerger of its organization or operations causing a change in management or something of a similar nature.

It is clarified that DSP Finance shall not require Your approval or consent for the above assignment. You shall not assign, in whole or in part, the benefits or obligations of these DSP Finance Terms and Conditions without the prior written permission of DSP Finance.

14.2 Waiver

- 14.2.1** Unless otherwise expressly stated, failure to exercise or delay in exercising a right or remedy, hereunder shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy,

hereunder shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14.2.2 If any provision, hereunder becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions, hereunder unlawful or otherwise ineffective, the remainder shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

14.3 Survival

The terms and provisions of the DSP Finance Terms and Conditions by their nature and content are intended to survive the performance hereof by any or all parties hereto and therefore shall survive termination.

14.4 By virtue of usage of the DSP Finance Portals and DSP Finance Services or continued usage thereof, you consent to receive communications, notices and information from us physically/ electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address / mobile number / details provided by you during the sign-up process as per our records, or when we post the electronic communication on the DSP Finance website. You may opt-out of the electronic communications by unsubscribing to the electronic communications by writing a mail from your registered email address at support@dspfin.com.

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