

## Amazon Pay Later - Terms & Conditions

Welcome to the terms and conditions for Amazon Pay Later ("**Terms**"). These Terms are applicable between you and Amazon Finance (India) Private Limited ("**Amazon**") for the transactions for purchase of goods or services you make through select online medium, or marketplaces ("**Digital Property**") using the "Amazon Pay Later" payment method ("**Amazon Pay Later**"). It is clarified that these Terms are applicable only if Amazon Pay Later is available for payment on the Digital Property. These Terms are applicable in addition to any terms and conditions that may be applicable to your use of the Digital Property where Amazon Pay Later is available as a payment option.

The following terms & conditions apply to any and all transactions made on Digital Property using the Amazon Pay Later payment option:-

- Amazon Pay Later is a payment option available to certain select customers to make payments on the Digital Property. Amazon Pay Later option may only be available for purchase of select good or services on the Digital Property.
- If a customer chooses to paying using Amazon Pay Later, the customer will transact with CapFloat Financial Services Private Limited ("**axio**") and the co-lender, if any, engaged by axio from time to time ("co-lender"). Under Amazon Pay Later, axio will provide a credit facility to the customers to make purchases on the Digital Property and make repayments against the same on a deferred basis in instalments ("**Facility**"). Prior to providing the Facility, axio and its co-lender may (in its discretion) conduct credit approval checks for the customer.
- Provision of the Facility is at the discretion of axio, and axio reserves the right to reject (exercisable in its discretion) the Facility to a customer, with or without any notice or reason and without any liability.
- Amazon has no role to play pertaining to the offering of the Facility or the terms on which the Facility is provided by axio and its co-lender, including but not limited to its issuance, approval, extension, collection, pre-closure or closure of the Facility and such matters are solely determined by axio.
- As a pre-requisite to avail the Facility, a customer must have a valid Amazon.in account, a PAN (permanent account number) card, and an officially valid document as address proof. The customer must also have a bank account with one of the specified banks in India. axio may specify the banks for this purpose from time to time, which will be listed on axio's website.
- In order to avail the Facility, the customer must enter into a loan agreement with axio and its co-lender ("**Loan Agreement**") as an essential pre-condition, in the form notified by axio. You may also be required to make a pre-payment to axio towards the Facility extended by axio.
- Amazon Pay Later can only be used for purchases on the Digital Property if the customer has sufficient balance / limit available under the Facility granted by axio.
- The amount of the Facility may be modified and the Facility may be cancelled by axio in its sole discretion, and without assigning any reason and without any liability. Amazon has no role in this regard.
- Repayment of the Facility is governed by the terms notified by axio from time to time. Amazon and axio may make various modes and mediums available for repayment of the Facility, which may be made using the Amazon.in mobile application and/or other mechanism, as made available.

- Availing the Facility is governed by the terms and conditions prescribed by axio mentioned below and any other terms that axio may notify from time to time.
- By using Amazon Pay Later, by availing the Facility provided by axio along with its co-lender, each customer hereby fully and unconditionally releases and completely discharges Amazon and its affiliates against any claims (howsoever arising) in respect of availing of the Facility, and all such claims (if any) will lie only against axio.
- If a customer consents for axio and its co-lender to collect any data / information from Amazon, such customer consents for and permits Amazon to share with axio, the data / information (so requested by axio) of such customer in possession of Amazon, which was collected from the said customer by Amazon in respect of the customer's KYC for other products offered by Amazon.
- The customers also agree and acknowledge that Amazon and its affiliates will not be liable or responsible for any claim on account of availability or non-availability of Amazon Pay Later facility on Amazon.in.
- Amazon reserves the right to cease to make Amazon Pay Later available as a payment option, at any time without prior notice and without any liability.
- By using Amazon Pay Later by availing the Facility, the customer acknowledges that Amazon and axio and its co-lender, if any, may use the customer's data in connection with the Facility, including without limitation for processing and activation of the Facility. In this regard, the customer agrees and consent for Amazon to share the information or data pertaining to the customer with axio.
- The customers agree that Amazon and its affiliates will not be liable for any losses or damages suffered by the customers on account of use of Amazon Pay Later or the Facility, including as a result of any fraud in connection with such use.
- If an order for which payment has been made using the Amazon Pay Later facility is cancelled, any refund to the customers or cancellation of the Facility will be undertaken by axio. The customers hereby agree and acknowledge that Amazon has no role in this regard and that Amazon will not be liable or responsible for any claim on this account.
- Amazon will not be held liable for any dispute arising out of or in connection with use of the Amazon Pay Later payment option or the Facility.
- You authorize Amazon and/or axio and co-lender, if any, to communicate with you, through emails or SMS or notifications on websites / mobile applications or any other mode, in connection with use of the Amazon Pay Later or the Facility. You acknowledge that axio and co-lender, if any, may communicate with you through IVR or telephonically.
- Please contact axio for any queries in relation to the Facility or Amazon for any queries in relation to availability of Amazon Pay Later.

### **axio facility: Terms and Conditions**

1. I confirm that I have carefully read and fully understood all the terms and conditions that are listed online at <https://axio.co.in/terms-conditions.html> and those applicable to availing financing facility from CapFloat Financial Services Private Limited ("axio" or "Lender") and its co-lender and privacy requirements that are listed online at & <https://www.axio.co.in/privacy-privacy.html>. I accept the terms & conditions unconditionally and agree that these terms and conditions may be amended or modified by axio (CapFloat Financial Services Private Limited) at any time and I will be bound by the amended terms & conditions that are in force.
2. I confirm that I am a resident of India and at least 23 (Twenty-three) years of age.
3. I can read, write and understand English language and is of sound mind. Further to this I have no objections in receiving communications with respect to this facility in English language.
4. I have an annual household income greater than INR 3 lacs.

5. I understand that sanction of the facility is at the sole discretion of axio (CapFloat Financial Services Private Limited) and its co-lender and it reserves the right to reject my application for the facility without assigning any reasons whatsoever.
6. I understand that the facility sanctioned to me is funded both by axio and its co-lender in a specific proportion.
7. I shall indemnify axio and co-lender(if any) (its agents, employees, officers and directors) against all or any losses suffered by axio (its agents, employees, officers and directors) on account of breach of undertakings, representations and warranties by me including any legal action / proceedings initiated by me or any third party in connection with this Agreement and unauthorized access to or storage of my information or Personal Data by axio (its agents, employees, officers and directors) which are solely attributable to any breach, negligence or fraud by me.
8. I declare that all the particulars and information and details given / filled in the application form provided by axio and its co-lender, if any, and information provided by me to axio and its co-lender, if any, are true, correct and accurate and I have not withheld / suppressed any material and relevant information from axio and its co-lender, if any.
9. By accepting these terms and conditions and availing the facility, I understand that my successors, heirs and assigns will also be bound by the terms of this facility.
10. I hereby agree to provide axio and its co-lender with all information and documents as may be required by axio and its co-lender in order to complete the Know Your Customer (KYC) requirements as required under applicable law. I acknowledge that axio and its co-lender may conduct KYC in any manner permitted under applicable law, including without limitation, (i) collection and verification of physical copies of the documents; (ii) eKYC in accordance with paragraph below; or (iii) obtaining KYC information and documents from a third party in accordance with applicable law. Further, axio and its co-lender may also avail the services of a third party for the purpose of conducting KYC.
11. I also authorize NSDL e-Governance Infrastructure Limited (NSDL e-Gov) to and in respect of the following activities, on behalf of axio and its co-lender, if any :
  - a. Use my Aadhaar details for KYC proof, enabling me to eSign the loan agreement and/or eSign the Mandate and authenticate my identity through the Aadhaar Authentication system (Aadhaar based e-KYC services of UIDAI) in accordance with the provisions of the Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016 and the allied rules and regulations notified thereunder and for no other purpose;
  - b. Authenticate my Aadhaar through one-time password ("OTP") or Biometric for authenticating my identity through the Aadhaar Authentication system for obtaining my e-KYC through Aadhaar based e-KYC services of UIDAI and use my Photo and Demographic details (Name, Gender, Date of Birth and Address) for KYC proof, in connection with the loan agreement and the Mandate and for no other use / purpose;
  - c. I agree that axio and its co-lender, if any, may avail services from any third party to conduct Aadhaar based KYC authentication i.e. authentication services provided by UIDAI, where my personal identity information /data that is obtained from me and matched with the personal identity information/data that is stored in the UIDAI's central identity data repository in order to provide Aadhaar enabled services to me;
12. I understand and agree that axio, as a part of its underwriting process, may enquire with credit bureaus for the maximum sanction amount permissible under the program and that the final amount sanctioned may be less than said maximum amount.
13. I understand that not availing loans under this facility may impact my credit score as per the internal scoring logic of the credit bureaus.
14. I agree that axio and its co-lender may receive and update credit reports, basis their respective share in the sanctioned facility, from any/all credit bureaus or any other agency/ regulatory authority as required and as permitted under applicable law
15. axio makes no representations about:

- a. the timeliness, of the services contained on the axio its website and/or mobile application for any purpose; and
  - b. the suitability, reliability, availability, of the services contained on the axio website and/or mobile application for any purpose.
16. axio shall (and shall procure that its agents, employees, directors and officers shall) comply with all Data Protection Legislations and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Data Protection Legislation. For the purpose of this Agreement, "Data Protection Legislation" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
  - a. the Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;
  - b. all other applicable banking industry guidelines (whether statutory or non-statutory) or statutorily-backed codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator and applicable to us to any of the Parties; and
  - c. any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.
17. By availing the loan from axio and its co-lender, if any, under these terms and conditions, I acknowledge that axio and its co-lender, if any, may use my data or information in connection with the loan, including without limitation for the processing of the loan application. In this regard, the customer agrees and consent for axio and its co-lender, if any, to share the information or data pertaining to the customer with any third party which is involved in the processing of the application, or use of the loan facility etc.
18. I hereby declare that no other active account exists that has been opened using the OTP based KYC in non-face-to-face-mode.
19. I hereby confirm that my current address details match with address details available on my officially valid KYC documents and that any change in the same shall be duly communicated to axio and its co-lender, if any
20. By giving consent to axio for fetching KYC from CERSAI, I allow axio to fetch the details as and when required at it's discretion
21. I understand and acknowledge that axio and its co-lender reserves the right to modify the sanctioned facility amount as per its internal policy at its discretion without assigning any reasons.
22. I understand that lenders shall have the right to refuse disbursement of the Loan
23. axio reserves the right to cancel / suspend the services of the facility if in axio's opinion the security of the website and/or mobile application or of the data could be compromised for any specific customer, without assigning any reasons.

I further authorize axio and all its group companies to keep me informed (vide telephone, SMS, mail, e-mail etc.) in relation to the facility and also for any such promotional schemes and/or activities as they may require.