

Credit Assist

Terms and Conditions

This Credit Assist Services (hereinafter referred to as the “**Service**”) stipulates a scheme offered by Huey Tech Limited (formerly known as Huey Tech Limited), a company incorporated under the provisions of the Companies Act, 2013 registered office at Dr IT Group, C-56A/10&11, 3rd Floor, Sector-62, Opposite Stellar IT Park Noida,(UP) 201301- bearing CIN: U74999UP2016PLC087958 (hereinafter referred to as “**We**”, “**Us**”, “**Our**”, “**Company**” or “**PayMe**”), to its end user (hereinafter referred to as “**You**”, “**Your**”, “**Customer**”) in relation to the use of the website “www.paymeindia.in” and/or the mobile application “PayMe App” available at Android/iOS platforms (collectively referred to as the “**Online Platform**”).

PayMe and Customer are hereinafter collectively referred as the “Parties” and individually as “Party”.

1. Eligibility:

Customers registered with us are above the age of 18 years and are eligible to avail in this service.

2. Services:

- a. PayMe will publish bureau health and suggestions to Customers through our app or website .
- b. CIR is a record of the credit payment history compiled with information received from Credit Institutions. The purpose of this CIR is to help Credit Institutions make informed lending decisions - quickly and objectively and enable faster processing of credit applications to help provide quicker access to credit at better terms.
- c. PayMe will analyze the credit report and then will provide the personalized suggestions to the Customer based on their credit history.
- d. PayMe may apply for the CIR and credit score either by themselves directly or through any of their partner tie ups who are members of CIC.
- e. Customers can avail themselves the services provided by PayMe by paying a nominal amount. The Customer can get his Credit Bureau Report as well as suggestions on how to improve his Credit Score, so that he can avail better Credit.
- f. The services will be available on both the platform i.e., web as well as app.
- g. This is a one-time service and not a recurring one, PayMe will fetch the bureau report and provide the customer with the suggestions and bureau report once the payment is done by the customer.
- h. The amount paid by the Customer will be non-refundable.
- i. In case the customer is not satisfied by the published bureau report, the customer shall approach the concerned CIC body for any rectification. PayMe will not be held responsible for any discrepancies in the report.

3. New-to-Credit (NTC) Customers

- a. The Credit Assist Service has been designed not only for existing borrowers but also for individuals who have limited or no prior credit history ("New-to-Credit" or "NTC Customers").

- b.** A New-to-Credit Customer generally refers to an individual who has not previously availed any formal credit facility reported to any Credit Information Company ("CIC"), resulting in the absence of a credit score or credit history.
- c.** Through Credit Assist, PayMe shall provide educational insights, rule-based recommendations, personalized guidance and informational content intended to assist such Customers in understanding the factors considered in credit assessment by regulated financial institutions.
- d.** Depending upon the information available, the Credit Assist Service may recommend measures including but not limited to:
 - maintaining active banking relationships;
 - timely repayment behaviour;
 - prudent use of credit products;
 - maintaining lower credit utilization;
 - avoiding multiple credit enquiries within short durations;
 - maintaining financial discipline;
 - gradually establishing a positive repayment history through eligible financial products.
- e.** The recommendations generated by the Credit Assist platform are educational and informational in nature and shall not be construed as financial advice, lending advice, investment advice or a guarantee of improved creditworthiness.
- f.** Credit scores are determined solely by the respective Credit Information Companies based upon their proprietary methodologies and the credit information furnished by Credit Institutions. PayMe neither controls nor influences such methodologies.
- g.** The Customer expressly acknowledges that merely following the recommendations provided under the Credit Assist Service does not guarantee generation of a credit score, improvement of an existing credit score, approval of any loan, enhancement of credit limits or eligibility for any financial product.
- h.** The Customer further understands that creation of a credit history is dependent upon reporting by regulated Credit Institutions and may require reasonable time after commencement of eligible credit activity.

4. Availing of the Credit Assist Services:

- a.** Customer shall visit on the PayMe App or Website and signup or login with their registered mobile number.
- b.** An OTP will be sent to the mobile number for verification. Once they enter the OTP, an OTP shall be sent to their registered email address for verification.
- c.** Once email is verified, the Customer shall enter their PAN card number for fetching of his KYC details.
- d.** In case the PAN verification fails due to low credit score, he is redirected to the Credit dashboard.
- e.** Users can see their credit score on credit dashboard and can make the minimal payments for the rule-based suggestion that will help to improve their credit and make them eligible to take loan.
- f.** On the credit dashboard, the customer's credit score and its impact shall be displayed.
- g.** Credit score improvement suggestions shall be shown, including account details, credit card information, overdue payments, card utilization, inquiries, and age of the account.
- h.** The Customer shall receive only one customized suggestion, and the rest will be hidden.

- i. When the Customer clicks on the "View more" button, a pop-up will display a list of services provided after payment.
- j. After a successful payment of requested amount, the remaining hidden suggestions will appear.
- k. Clicking on the info icon will provide the Customer with summarized details about the suggestion.
- l. The Customer will receive the credit report and suggestion document via email (in web view).
- m. The Customer will also have the option to download the credit report in PDF format.

5. Rules:

- a. Customers' participation in this service constitutes their understanding and agreement to the complete terms and conditions associated with this service.
- b. PayMe does not undertake to modify, correct or improve the Customer's credit bureau reports.
- c. The Credit Assist Services are offered to the Users on an "as is" basis and without warranty or condition. The Services may not be uninterrupted or error-free. Users waive all claims against PayMe.
- d. PayMe reserves the right to change, modify or prematurely remove the service at its own discretion.
- e. PayMe reserves the right to increase/decrease the fee charged from the Customer for the Services.
- f. Further, PayMe also reserves the right to disqualify any Customer, who does not meet the service requirements or in case of reasons including but not limited to any misuse of the services or fraud or suspicious transaction/activity or under any legal requirement or applicable rules and regulations, from receiving any reports or cancel any services already provided.
- g. In case of a dispute, the final decision to offer / modify / revoke the services lies with the Company.
- h. Nothing contained herein shall be construed as a binding obligation on PayMe to continue the Services or to substitute the Services by a similar or a new Service.
- i. The Customer shall not hold PayMe responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges, or expenses, which a Customer incurs, in the normal course of availing the PayMe Services.
- j. PayMe also reserves the right to discontinue the Services without assigning any reasons or without any prior intimation whatsoever. Nothing contained herein shall amount to a commitment or representation by us to continue the Services.
- k. Further, PayMe reserves the right, at its sole discretion, to change the mode of the accrual of one or any of the services.
- l. These Services Terms and Conditions shall be in addition to and not in substitution/derogation of any or all other terms and conditions.
- m. No two services can be clubbed. In case there is more than one service available simultaneously, then only one service can be availed by the Customer at one time.
- n. Participation in any of the Services is completely voluntary. Users may choose to not avail in any of the Services.
- o. PayMe is not responsible for any tax implications on the User from their availing any Services. Users should obtain independent tax advice before availing any services.

6. Dispute Resolution:

Any dispute between the Parties arising out of or in relation to the Rewards (the "Dispute"), shall be resolved by final and binding arbitration held in Noida in accordance with the provision of Indian

Arbitration and Conciliation Act, 1996, as amended. The language used in the arbitral proceedings shall be English. This Agreement shall be governed by and interpreted in accordance with the laws of India and the Courts at Noida shall have exclusive jurisdiction.

7. Customer Consent

- a. By using the Credit Assist Service, the Customer expressly, voluntarily, specifically and unconditionally authorizes PayMe to collect, verify, process, access, retrieve, receive, analyze, store and use the Customer's personal information for providing the Services.
- b. The Customer expressly authorizes PayMe to obtain his/her Credit Information Report, Credit Score and related information from one or more Credit Information Companies ("CICs"), either directly or through authorized service providers, regulated entities, technology partners or other permitted intermediaries.
- c. The Customer confirms that such consent has been provided freely and may be recorded electronically.
- d. The Customer authorizes PayMe to communicate with the Customer through SMS, email, WhatsApp, in-app notifications, voice calls and other electronic modes relating to the Services.
- e. The Customer confirms that all information provided is accurate and belongs to the Customer.
- f. Any false declaration, impersonation or unauthorized usage may result in immediate suspension of the Services.

8. Personal Data Protection and Privacy

- a. PayMe processes personal data in accordance with the Digital Personal Data Protection Act, 2023 ("DPDP Act"), applicable Rules and other applicable laws.
- b. Categories of Data Collected: The Company may collect PAN, Aadhaar (only where legally permissible and voluntarily provided), Name, Date of Birth, Mobile Number, Email Address, Address, Device Information, IP Address, Bureau Data, Credit Score, Credit Report, Bank Information (where applicable), KYC Information, Payment Details, Transaction History, Customer communications, Technical logs.
- c. Purpose Limitation: Personal Data shall be processed only for (a) Customer Identification; (b) KYC; (c) Credit Bureau Report retrieval; (d) Credit Assist Services; (e) Fraud prevention; (f) Compliance with RBI directions; (g) Regulatory reporting; (h) Customer support; (i) Payment reconciliation; (j) Service improvement; (k) Analytics; (l) Legal compliance.
- d. Storage: Personal information shall be stored using industry standard security controls including encryption, access controls, monitoring and secure cloud infrastructure.
- e. Processing: The Customer authorizes PayMe to process such information internally and through authorized processors strictly for providing the Services.
- f. Retention: Data shall be retained only for as long as required under applicable law, RBI directions, contractual obligations or legitimate business purposes.
- g. Deletion: Upon expiry of the applicable retention period, personal information shall be securely deleted or anonymized unless retention is required by law.
- h. Cross-Border Transfer: Personal data may be processed or stored outside India only where permitted under applicable law and subject to appropriate safeguards.
- i. Privacy Policy: The processing of personal information shall also be governed by the Company's Privacy Policy, which forms an integral part of these Terms.

9. DISCLAIMER:

The Customer acknowledges that:

- a.** PayMe is not a Credit Information Company. Credit Scores are calculated exclusively by the respective CICs. Credit approval remains the sole discretion of regulated financial institutions.
- b.** Nothing contained herein constitutes lending advice or financial advice. PayMe cannot alter, modify or manipulate any bureau data. PayMe merely facilitates retrieval, analysis and presentation.
- c.** Certain personalized recommendations, behavioural analysis, predictive insights and educational suggestions may be generated using Artificial Intelligence ("AI"), Machine Learning ("ML") or automated decision-support systems. Such recommendations are indicative only and shall not constitute financial advice, legal advice or lending decisions. The Customer should exercise independent judgment before acting upon such recommendations.
- d.** PayMe does not represent RBI. PayMe does not represent any Credit Information Company. Credit decisions are taken solely by regulated lenders.

10. NO GUARANTEE

The Company does not warrant or guarantee Improvement in Credit Score; Generation of a Credit Score; Loan Approval; Loan Amount; Credit Card Approval; Interest Rate; Faster Loan Processing; Removal of defaults; Deletion of bureau records. All recommendations are informational and educational only.

11. Refund

Payments made towards Credit Assist are non-refundable once the Credit Report has been successfully retrieved or the report generation process has commenced. Refunds shall only be considered where (a) duplicate payment; (b) technical failure attributable to PayMe; (c) payment deducted without successful order creation. Approved refunds shall ordinarily be processed within 7–10 working days.

12. Payment Gateway Failure

Where payment has been debited but the report is not generated due to payment gateway failure, PayMe shall verify the transaction and either regenerate the report; or process refund where applicable. Gateway settlement timelines shall apply.

13. Service Availability

- a. Availability of Service:** The Credit Assist Service is provided on a best-efforts basis and is subject to availability. While PayMe endeavors to ensure uninterrupted access to the Services, it does not warrant that the Services will be available at all times or will be free from interruptions, delays, errors, defects, viruses or other harmful components.
- b. Scheduled Maintenance:** PayMe may suspend, restrict or temporarily discontinue the Services for scheduled maintenance, software upgrades, security enhancements, infrastructure improvements or system testing. Wherever reasonably practicable, prior notice of such scheduled maintenance shall be provided through the App, Website or other appropriate communication channels.
- c. Unscheduled Interruptions:** The Customer acknowledges that the Services may be unavailable due to unforeseen circumstances, including but not limited to technical failures, server downtime,

telecommunications failures, internet disruptions, cyber incidents, hardware malfunctions, software errors, cloud service outages, database failures or failures of third-party service providers.

- d. Third-Party Dependencies:** Certain features of the Credit Assist Service depend upon the availability and performance of third-party systems, including but not limited to Credit Information Companies (CICs), payment gateways, KYC verification agencies, SMS and email service providers, cloud hosting providers, APIs and other technology partners. PayMe shall not be responsible for any delay, interruption, failure or inaccuracy arising due to the unavailability or malfunction of such third-party services.
- e. Regulatory or Governmental Restrictions:** The Services may be suspended or modified where required by applicable law, directions issued by regulatory authorities, governmental orders, judicial directives or compliance obligations. PayMe shall not be liable for any interruption arising from such actions.
- f. No Guarantee of Continuous Access:** PayMe does not guarantee continuous, uninterrupted or error-free access to the Credit Assist Service. Temporary interruptions shall not constitute a breach of these Terms and Conditions.
- g. Customer Responsibility:** The Customer shall ensure that they have compatible devices, updated software, stable internet connectivity and any other technical requirements necessary to access the Services. PayMe shall not be liable for service interruptions attributable to the Customer's device, network or software environment.
- h. Limitation of Liability:** To the maximum extent permitted under applicable law, PayMe shall not be liable for any direct, indirect, incidental, consequential, special or punitive damages, including loss of business, profits, goodwill, data or opportunities, arising out of any interruption, delay, suspension or unavailability of the Credit Assist Service.
- i. Service Restoration:** PayMe shall use commercially reasonable efforts to restore the Services as soon as reasonably practicable following any interruption; however, no specific restoration timeline is guaranteed.

14. Force Majeure

- a. Force Majeure Event:** PayMe shall not be liable for any delay, interruption, suspension, failure or inability to perform any of its obligations under these Terms and Conditions if such delay or failure arises directly or indirectly from any event or circumstance beyond its reasonable control ("Force Majeure Event").
- b. Events Covered:** Force Majeure Events shall include, without limitation: a) Acts of God, including floods, earthquakes, cyclones, storms, lightning, droughts or other natural disasters; b) Fire, explosions, epidemics, pandemics, public health emergencies or widespread disease outbreaks; c) War (declared or undeclared), armed conflict, invasion, hostilities, terrorism, riots, civil commotion, sabotage or acts of public enemies; d) Government actions, legislative or regulatory changes, judicial orders, embargoes, sanctions, lockdowns, restrictions imposed by governmental or regulatory authorities, including directions issued by the Reserve Bank of India or any other competent authority; e) Power failures, telecommunications failures, internet outages, network congestion, disruption of communication infrastructure or failure of utility services; f) Cybersecurity incidents, cyber-attacks, hacking, ransomware attacks, malware infections, denial-of-service attacks, data breaches, unauthorized access or other information security incidents; g) Failure, interruption or unavailability of cloud service providers, hosting providers, payment gateways, Credit Information Companies (CICs), KYC verification agencies, API providers, email or

SMS gateways or any other third-party infrastructure or service provider; h) Industrial disputes, strikes, lockouts, labour shortages or other workforce disruptions; i) Any other event or circumstance beyond the reasonable control of PayMe that materially affects its ability to provide the Credit Assist Services.

- c. **Suspension of Obligations:** During the continuance of a Force Majeure Event, PayMe's obligations under these Terms shall remain suspended to the extent affected by such event, and the time for performance shall automatically stand extended for the duration of the Force Majeure Event.
- d. **No Liability.** PayMe shall not be liable for any direct, indirect, incidental, consequential, special or punitive losses or damages suffered by the Customer arising from or relating to any Force Majeure Event, including any delay in providing the Credit Assist Services, retrieval of credit reports, processing of payments or communication of reports and recommendations.
- e. **Reasonable Efforts:** PayMe shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event and resume normal operations as soon as reasonably practicable; however, no specific timeline for restoration of the Services is guaranteed.
- f. **Right to Suspend or Terminate:** Where a Force Majeure Event continues for an extended period or materially affects the feasibility of providing the Services, PayMe reserves the right to suspend, modify or discontinue the Credit Assist Services, in whole or in part, without incurring any liability to the Customer.
- g. **Customer Acknowledgement:** The Customer acknowledges and agrees that temporary interruptions, delays or suspension of the Credit Assist Services resulting from a Force Majeure Event shall not constitute a breach of these Terms and Conditions and shall not entitle the Customer to any refund, compensation or damages, except where expressly required under applicable law.

15. Intellectual Property

- a. **Ownership of Intellectual Property:** All intellectual property rights, including but not limited to copyrights, trademarks, service marks, trade names, logos, domain names, patents, designs, trade secrets, know-how, software, source code, object code, algorithms, databases, application programming interfaces (APIs), user interfaces, graphics, layouts, text, images, audio, video, reports, recommendation models, artificial intelligence models, machine learning models, business processes, documentation, content and all other proprietary materials forming part of or relating to the Credit Assist Service (collectively, the "Intellectual Property") are and shall remain the sole and exclusive property of Huey Tech Limited (formerly known as Huey Tech Limited), its affiliates, licensors or authorized third parties, as applicable.
- b. **Limited License to Customer:** Subject to these Terms and Conditions, PayMe grants the Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Credit Assist Service solely for the Customer's personal and lawful purposes. No ownership rights in any Intellectual Property are transferred to the Customer by virtue of using the Services.
- c. **Restrictions on Use:** The Customer shall not, directly or indirectly: a) copy, reproduce, modify, adapt, translate or create derivative works of any part of the Credit Assist Service or its content; b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, algorithms or underlying technology of the software or platform; c) sell, license, lease, assign, distribute, commercially exploit, publish or otherwise make available any part of the Services or Intellectual Property to any third party; d) remove, alter or obscure any copyright, trademark,

proprietary notice or other ownership markings appearing on the platform or any report generated through the Services; e) use any automated tools, bots, crawlers, scrapers or similar technologies to access, extract or reproduce any portion of the Services without the prior written consent of PayMe; f) use the Credit Assist Service or any report generated therefrom for any unlawful, fraudulent or commercial purpose not expressly authorized by PayMe.

- d. **Customer Data:** The Customer shall retain ownership of the personal information and documents submitted by the Customer. The Customer grants PayMe a limited, non-exclusive, royalty-free licence to collect, use, process, store, analyse and transmit such information solely for the purposes of providing the Credit Assist Services and complying with applicable laws, regulatory requirements and contractual obligations.
- e. **Feedback:** Any suggestions, ideas, recommendations, comments or feedback voluntarily provided by the Customer regarding the Credit Assist Service may be used by PayMe without restriction or obligation to compensate the Customer. The Customer hereby assigns all rights, title and interest, if any, in such feedback to PayMe.
- f. **Third-Party Intellectual Property:** Certain trademarks, software, credit bureau reports, logos, content and other materials displayed through the Credit Assist Service may belong to third parties, including Credit Information Companies (CICs), payment service providers, technology partners or licensors. Such intellectual property shall remain the exclusive property of its respective owners and may not be copied, reproduced or used without their prior written authorization.
- g. **Reservation of Rights:** All rights not expressly granted to the Customer under these Terms and Conditions are hereby reserved by PayMe and its licensors. Nothing contained in these Terms shall be construed as granting any licence or right in favour of the Customer by implication, estoppel or otherwise.
- h. **Infringement:** Any unauthorized use, reproduction, distribution, modification or exploitation of the Intellectual Property may constitute a violation of applicable intellectual property laws and may result in civil, criminal and other legal proceedings against the Customer. PayMe reserves the right to immediately suspend or terminate access to the Services and pursue all remedies available under applicable law.
- i. **Survival:** The provisions of this Intellectual Property clause shall survive the suspension, cancellation, termination or expiry of the Customer's use of the Credit Assist Service.

16. Customer Obligations

- a. **Accurate Information:** The Customer represents and warrants that all information, documents and declarations provided to PayMe, including but not limited to name, mobile number, email address, Permanent Account Number (PAN), Aadhaar details (where voluntarily provided and legally permissible), Know Your Customer (KYC) information and any other personal or financial information, are true, accurate, complete, current and belong to the Customer. The Customer shall promptly update any information that becomes inaccurate or outdated.
- b. **Lawful Use:** The Customer shall use the Credit Assist Service solely for lawful purposes and strictly in accordance with these Terms and Conditions and all applicable laws, regulations and governmental directives.
- c. **Own Information Only:** The Customer shall access Credit Assist Services only in respect of their own credit information. The Customer shall not use the Services to obtain, access or attempt to obtain the credit information, personal data or financial information of any other individual without lawful authority and valid consent.

- d. Confidentiality of Credentials:** The Customer shall be solely responsible for maintaining the confidentiality and security of their login credentials, passwords, One-Time Passwords (OTPs), device authentication methods and any other security credentials used to access the Services. The Customer shall not share such credentials with any third party.
- e. Account Security:** The Customer shall immediately notify PayMe upon becoming aware of any unauthorized access, suspected compromise, misuse or fraudulent activity relating to their account or the Credit Assist Service.
- f. Compliance with Verification Requirements:** The Customer agrees to cooperate with PayMe in completing identity verification, KYC verification, fraud prevention checks or any other verification procedures required under applicable laws or regulatory requirements.
- g. Prohibited Activities:** The Customer shall not, directly or indirectly a) impersonate any other person or entity; b) provide forged, fabricated or misleading information or documents; c) create multiple accounts for fraudulent or abusive purposes; d) interfere with or disrupt the operation, security or integrity of the Credit Assist platform; e) introduce viruses, malware, bots, automated scripts or any malicious code into the platform; f) attempt unauthorized access to any systems, databases, servers or networks connected with the Services; g) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithms or underlying technology of the platform; h) use any automated tools, crawlers, scrapers or similar technologies to extract data or content from the platform; i) reproduce, distribute, publish, sell or commercially exploit any report, recommendation, software or content provided through the Credit Assist Service without prior written authorization from PayMe; j) use the Services for any unlawful, fraudulent, deceptive, money laundering, terrorist financing or other prohibited activities.
- h. Compliance with Applicable Laws:** The Customer shall comply with all applicable laws, including but not limited to the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, the Credit Information Companies (Regulation) Act, 2005, applicable rules, regulations, RBI directions and any other statutory requirements governing the use of the Services.
- i. Payment Obligations:** The Customer shall pay all applicable fees, charges, taxes and other amounts payable for availing the Credit Assist Service through the authorized payment methods made available by PayMe.
- j. Use of Reports and Recommendations:** Credit reports, credit scores and recommendations generated through the Credit Assist Service are intended solely for the Customer's personal use. The Customer shall not alter, manipulate, misrepresent or misuse any report or recommendation for any unlawful or unauthorized purpose.
- k. Responsibility for Devices and Connectivity:** The Customer shall be responsible for maintaining compatible devices, software, internet connectivity and communication facilities necessary to access the Services. PayMe shall not be responsible for any interruption caused due to the Customer's device, software or network environment.
- l. Consequences of Breach:** Any breach of these Customer Obligations may result in suspension or termination of the Customer's access to the Credit Assist Service, forfeiture of fees paid (where permissible under applicable law), reporting to appropriate authorities and initiation of civil or criminal proceedings, without prejudice to any other rights or remedies available to PayMe under law or contract.
- m. Indemnification for Breach:** The Customer shall be solely responsible for any loss, damage, liability, claim, penalty or expense suffered by PayMe arising from the Customer's breach of these Terms

and Conditions, misuse of the Services, submission of false information or violation of applicable laws.

17. Fraud Clause

- a. Zero-Tolerance Policy:** PayMe maintains a zero-tolerance policy towards fraud, identity theft, impersonation, forgery, moneylaundering, unauthorized access, cybercrime and any misuse of the Credit Assist Service. The Company reserves the right to take appropriate action against any Customer or third party engaged in fraudulent, unlawful or suspicious activities.
- b. Fraud Monitoring:** The Customer acknowledges and agrees that PayMe may implement automated and manual fraud detection mechanisms, risk assessment tools, behavioural analytics, artificial intelligence (AI), machine learning (ML) models and other monitoring systems to identify suspicious transactions, abnormal usage patterns, identity inconsistencies or potential fraudulent activities
- c. Verification Rights:** PayMe reserves the right, at its sole discretion, to conduct additional identity verification, Know Your Customer (KYC) verification, document authentication or other due diligence measures before providing or continuing the Credit Assist Service. The Customer agrees to cooperate with such verification requests.
- d. Prohibited Activities:** Without limitation, the following activities shall constitute misuse of the Services:
 - i. providing false, forged, fabricated or misleading information or documents;
 - ii. impersonating another individual or using another person's identity or credentials;
 - iii. submitting fraudulent or manipulated PAN, Aadhaar (where applicable), mobile number, email address or KYC documents;
 - iv. attempting to obtain another person's Credit Information Report or credit score without lawful authority or valid consent;
 - v. creating multiple accounts for fraudulent or abusive purposes;
 - vi. attempting to circumvent system controls, security measures or payment mechanisms;
 - vii. introducing malware, viruses, bots, automated scripts or malicious code into the platform;
 - viii. reverse engineering, hacking or attempting unauthorized access to the Company's systems, databases, APIs or networks;
 - ix. using the Services for money laundering, terrorist financing, financial crime or any activity prohibited under applicable law;
 - x. engaging in any activity that may compromise the security, integrity or availability of the Credit Assist platform.
- e. Suspension or Termination:** Where PayMe reasonably suspects fraud, unauthorized activity, regulatory non-compliance or any breach of these Terms and Conditions, it may, without prior notice and without incurring any liability:
 - i. suspend or terminate the Customer's account;
 - ii. refuse to process any request or transaction;
 - iii. withhold or discontinue the Credit Assist Services;
 - iv. cancel pending service requests;
 - v. block access to the platform; or
 - vi. take any other action considered necessary to protect the interests of PayMe, its Customers, partners or regulatory obligations.

- f. Reporting to Authorities:** PayMe reserves the right to report any suspected fraudulent, criminal or unlawful activity to law enforcement agencies, regulatory authorities, Credit Information Companies (CICs), financial institutions or other competent authorities, and to disclose relevant information as required or permitted under applicable law.
- g. No Liability:** PayMe shall not be liable for any loss, delay, suspension or denial of Services arising from fraud prevention measures, identity verification procedures, regulatory requirements or actions taken in good faith to investigate or prevent suspected fraudulent activities.
- h. Customer Responsibility:** The Customer shall immediately notify PayMe if they become aware of any unauthorized access, identity theft, compromise of account credentials, suspicious activity or any actual or suspected fraudulent use of their account or personal information.
- i. Recovery of Losses:** Without prejudice to any other rights or remedies available under law, PayMe reserves the right to recover from the Customer any loss, damage, cost, expense or liability incurred as a result of fraudulent conduct, misrepresentation, misuse of the Services or breach of these Terms and Conditions.
- j. Regulatory Compliance:** The Customer acknowledges that PayMe may implement fraud prevention measures to comply with applicable laws, including the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, the Prevention of Money Laundering Act, 2002, the Credit Information Companies (Regulation) Act, 2005, applicable RBI directions and any other statutory or regulatory requirements.
- k. Survival:** The provisions of this Fraud Prevention and Misuse clause shall survive the suspension, cancellation or termination of the Customer's access to the Credit Assist Service and shall continue to remain binding to the extent necessary to protect the rights and interests of PayMe.

18. Limitation of Liability

- a.** To the maximum extent permitted under applicable law, Huey Tech Limited ("PayMe") shall not be liable for any indirect, incidental, consequential, exemplary, punitive or special damages arising out of or in connection with the use of the Credit Assist Service, whether arising in contract, tort, negligence, strict liability or otherwise.
- b.** Without prejudice to the foregoing, PayMe shall not be liable for any loss or damage relating to loss of profits; loss of business or business opportunities; loss of goodwill or reputation; loss of anticipated savings; loss or corruption of data; business interruption; or any consequential or indirect losses of whatsoever nature.
- c.** The aggregate liability of PayMe arising out of or relating to the Credit Assist Service, irrespective of the nature of the claim, shall not exceed the total amount actually paid by the Customer for the specific Credit Assist Service giving rise to such claim.
- d.** Nothing contained herein shall exclude or limit liability that cannot be excluded or limited under applicable law, including liability arising from fraud, wilful misconduct or gross negligence.

19. Indemnity

The Customer agrees to indemnify, defend and hold harmless PayMe, its directors, officers, employees, affiliates, agents and representatives from and against any losses, liabilities, claims, damages, penalties, costs and expenses (including reasonable legal fees) arising out of or relating to submission of false, inaccurate or misleading information; misuse of the Credit Assist Service; breach of these Terms; violation of any applicable law or regulatory requirement; fraudulent, illegal

or unauthorized activities undertaken by the Customer; any third-party claim arising due to the Customer's acts or omissions.

20. Third Party Services

- a. The Credit Assist Service relies upon services provided by independent third-party service providers, including but not limited to:
 - i. Credit Information Companies (CICs);
 - ii. UIDAI (where Aadhaar-based authentication or e-KYC is applicable and legally permitted);
 - iii. Payment Gateway service providers;
 - iv. SMS Gateway providers;
 - v. Cloud Infrastructure providers;
 - vi. Email Service providers; and
 - vii. Analytics and technology service providers.
- b. PayMe does not own or control such third-party infrastructure and shall not be responsible for:
 - i. service interruptions;
 - ii. downtime;
 - iii. delayed responses;
 - iv. inaccurate information supplied by such third parties;
 - v. technical failures beyond PayMe's reasonable control.
- c. Any delay caused solely due to such third-party service providers shall not constitute a breach of these Terms by PayMe.

21. Customer Support

- a. Customers may contact PayMe through the following support channels:

Support Email: _____

Support Number: _____

Business Hours: Monday to Friday, 9 AM to 6 PM (excluding public holidays)

- b. Customer support requests shall be acknowledged through a ticketing mechanism.
- c. PayMe shall make commercially reasonable efforts to resolve support tickets within reasonable timelines depending upon the nature and complexity of the issue.
- d. Where a matter remains unresolved, the Customer may escalate the complaint in accordance with the escalation matrix maintained by PayMe.

22. Electronic Acceptance

- a. The Customer acknowledges and agrees that clicking or selecting any of the following electronic buttons or similar actions shall constitute valid electronic acceptance of these Terms:
 - "Proceed"
 - "Continue"
 - "Pay Now"
 - "Submit"
 - "Generate Report"

- b. Such electronic acceptance shall have the same legal force and effect as a handwritten signature and shall create a legally binding agreement between the Customer and PayMe.

23. Electronic Records

- a. These Terms and all records generated electronically in connection with the Credit Assist Service shall constitute electronic records under the Information Technology Act, 2000.
- b. The Customer agrees that electronic records, communications and acknowledgements generated by PayMe shall be admissible as evidence and shall not be denied legal validity solely because they are maintained in electronic form.

24. Communications

- a. The Customer expressly consents to receive communications from PayMe through:
 - i. SMS;
 - ii. Email;
 - iii. WhatsApp;
 - iv. Push Notifications;
 - v. Telephone Calls.
- b. Service-related communications, including security alerts, OTPs, transaction notifications, account updates, repayment reminders and regulatory notices, are mandatory and cannot be opted out of while the Customer continues to use the Credit Assist Service.

25. Taxes

- a. All fees, charges and amounts payable under the Credit Assist Service are exclusive of Goods and Services Tax (GST) and any other applicable taxes unless expressly stated otherwise.
- b. GST and all applicable taxes, duties or levies shall be charged separately wherever applicable and shall be borne by the Customer.

26. Modification of Terms

- a. PayMe reserves the right to amend, modify or revise these Terms at any time in accordance with applicable law.
- b. Updated Terms shall become effective upon publication on PayMe's website, application or other notified platform unless otherwise specified.
- c. Continued access to or use of the Credit Assist Service after such modification shall constitute acceptance of the revised Terms.

27. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by any court or competent authority, such provision shall be severed only to the extent necessary, and the remaining provisions shall continue in full force and effect.

28. Waiver

No failure, delay or omission by PayMe in exercising any right, remedy or power under these Terms shall operate as a waiver thereof. Any waiver shall be effective only if made expressly in writing by an authorised representative of PayMe.