

## Loans

You understand that redBus does not loan any money. It merely facilitates the loan availed/ to be availed by You from one or more of its Lending Partners.

By availing Credit Facilities through redBus, You understand and confirm that You give Your consent to be bound by these Terms and Conditions (“**Terms**”).

These Terms are in addition to the terms and condition, or privacy policies of any other services availed by You from redBus.

### **1. Definitions**

- 1.1. “**redBus India Private Limited**” means a company registered within the meaning of the Companies Act, 1956 which also functions under the trade name of redBus. redBus acts as lending service provider for its Lending Partners.
- 1.2. “**Credit Facilities**” means loan/s which may be availed by You from our Lending Partner(s) on the terms set out in the relevant Loan Terms and Conditions (“**Loan Terms**”)/agreement accepted by You in favour of the Lending Partners.
- 1.3. “**CICs**” means credit information companies that are engaged in the business of collecting, processing and collating information on trade, credit and financial standing of the customers of various credit institutions and delivering the collected information after processing the same to entities permitted to receive such information under the Credit Information Companies (Regulation) Act, 2005, Credit Information Companies Rules, 2006 and the Credit Information Companies Regulations, 2006.
- 1.4. “**Lending Partner**” means a bank or a non-banking finance company registered with the Reserve Bank of India partnering with redBus to offer rupee-denominated loans to You.

### **2. Representations and Warranties**

You hereby represent, warrant, and acknowledge that:

- 2.1. You are of at least 18 years of age;
- 2.2. You are a resident of India;
- 2.3. You are of sound mind and are availing the Credit Facilities out of Your our own volition;
- 2.4. You understand the English language and are most comfortable receiving communications in the English language; and
- 2.5. All the information provided by You is true, correct, and not misleading. You also agree to provide any information or any documents, as may be required by Lending Partner, redBus, or its sub-contractors from time to time.

### **3. Undertaking and Covenants**

You hereby undertake that You will not:

- 3.1. Use the proceeds of the Credit Facilities for any purpose other than as declared to redBus or its Lending Partners;

- 3.2. accept or attempt to receive the Credit Facility in the form of cash or any other means;
- 3.3. use the redBus services in violation of applicable law or these Terms; or
- 3.4. circumvent or attempt to circumvent the provisions of any terms that apply to You or act in a manner that is fraudulent, malicious or otherwise prejudicial to redBus's reputation, and direct or indirect interests in relation to the redBus services.

#### **4. Limitation of Liability**

- 4.1. The Lending Partners hold the right to cancel Your Credit Facilities or withdraw the drawdown requests at any time during the term of Loan Terms if You are found to be in breach of these Loan Terms. You understand and undertake to not hold redBus liable for any lost profits, loss of goodwill or opportunity, or special, direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever.

#### **5. Pricing of Credit Facilities**

- 5.1. You acknowledge that interest rates may vary across different Credit Facilities, Lending Partners, and borrowers. To understand the approach that may be followed by Your respective lender in determining the interest rate, please visit the website of our Lending Partners.
- 5.2. You understand and accept that Your eligibility to avail the Credit Facilities may be based on various factors such as policies of our Lending Partners, the market influences, etc. At the time of considering Your loan application/request, the Lending Partner(s), may cross check Your records with any information available in their own records or that of the CICs, fraud prevention agencies, collection agencies, or other third party vendors for assessing Your credit worthiness, verifying Your identity, to prevent and detect crime and money laundering.
- 5.3. Our Lender Partners have the right, and legal obligation to report Your details and that of the Credit Facilities availed by You to the CICs. Missed/delayed payment will also be reported to the CICs. This may make Your ability to obtain credit in the future more difficult.
- 5.4. Lending Partners of redBus may retrieve/procure Your KYC data from the Central KYC registry for the purposes of KYC due diligence under the applicable laws. You hereby allow them to do so.

#### **6. Intellectual Property**

- 6.1. You understand and acknowledge that trademark/trade name "redBus" and the domain name/website- <https://www.redbus.in/> (collectively "redBus IP") belong to redBus India Private Limited and it holds all rights, titles, and interest in the redBus IP, irrespective of whether those rights are registered in India or anywhere in the world.
- 6.2. You understand that You do not have the right to use any of redBus's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You shall not remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the redBus website.
- 6.3. You shall not reproduce or attempt to reproduce any of the redBus services or redBus IP.

#### **7. Confidentiality**

- 7.1. You understand that Credit Facilities or any other redBus services may contain information which is designated as confidential by the Lending Partner and/ or redBus. You shall not

disclose such confidential information without the prior consent of the Lending Partner and/ or redBus, as the case may be.

**8. Miscellaneous**

- 8.1. You have duly read, understood and hereby provide Your acknowledgement and understanding and consent to the terms contained in redBus's Privacy Policy. The information requested from You may be stored, used, or shared for various purposes as set out in the Privacy policy. You understand that if You do not provide this information or revoke Your consent given to redBus, it will not be able to provide any of the services, including facilitating the Credit Facilities.
- 8.2. You hereby consent to be contacted by redBus for communications critical to the Credit Facilities through all the communication channels including but not limited to telephone, emails, sms, WhatsApp.
- 8.3. In case Your Credit Facility is eligible for offers in the form of cashback, points, etc. then such offers shall be governed by their respective terms and conditions as may be communicated to You by the Lending Partner from time to time.
- 8.4. You hereby acknowledge that redBus, its subsidiaries, affiliates, directors, employees, agents or partners shall not be held liable to You for any direct, indirect, incidental, special, consequential, punitive or exemplary damages which may be incurred by You, however caused and under any theory of liability. redBus shall also not be liable under any circumstances for damages arising out or related in any way to Your inability to access, or Your difficulty in accessing the redBus website and/ or related services, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the redBus website by any third party, any loss of Your data, any claim relating to Your data or content from the redBus services, Your failure to keep Your personal information or information related to the Credit Facilities secure and confidential.
- 8.5. redBus may assign its rights and duties under these Terms without any notice to You. You will not assign or otherwise transfer Your rights or obligations under these Terms.
- 8.6. The laws of India shall be applicable to these Terms. The courts of Bengaluru, India shall have jurisdiction in case any dispute arises out of these Terms. In case any proceedings are initiated by or are against redBus, it shall be entitled to recover all legal expenses incurred in connection with the legal actions, including but not limited to costs, both taxable and non-taxable, and reasonable attorney fees.