

Terms & Conditions

INTRODUCTION

This User Agreement and all policies contained in our applications and websites set out the terms on which RedGiraffe offers you access to and use of our applications, websites, services, applications and tools (collectively referred to as "Services") All policies, the Mobile Devices Terms, and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

The entity you are contracting with is RedGiraffe ECommerce (India) Private Limited having its registered address at 611A, Seva Samiti Nagar, Sion Koliwada, King's Circle, Mumbai- 400037, Maharashtra, India.

ABOUT REDGIRRAFFE

RedGiraffe Inc. is a Financial & Real Estate Technology Company that brings efficiency into the Real Estate Industry by fusing the Real Estate vertical with that of Financial Services [Payments, Insurance & Loans]. **RedGiraffe.com** operates both in the retail consumer segment as well as in the corporate rental [ERP platform] realms. The company has currently launched RentPay, a retail and corporate platform that provides substantial value to all such customers paying monthly rentals or Loan EMI's.

RedGiraffe continuously endeavors to provide its valued customers innovative, market-first solutions, and services. With **RedGiraffe's** RentPay™ Service, customers can pay their rent, register home loan, register vehicle loan, and earn a host of EXCLUSIVE benefits. Personalized Technology Dashboard, Automatic Rent Receipt, Various Payment options, Unique & Exclusive Insurance Products with monthly [0% EMI Charges] premium, Data Analytics Support, Online TDS Settlement Module, New Loan Procurement, Reward Points, Stronger CIBIL Score & Merchant triggered various Discount Offers.

A brief on the innovative and exclusive Insurance Offering available on **RedGiraffe.com** <> Regardless of a person having her job/regular source of income or NOT [Eg: Termination/Resignation, etc.] certain payments form mandatory outflow in each of our lives. E.g., Home Rent, Home Loan EMI, Vehicle Loan EMI, etc. Most of the salaried and self-employed population would fall into one or multiple of these monthly mandatory payout list.

That said, if a person is on-boarded on **RedGiraffe's** RentPay platform as its member, then such a customer can now select from one of the two curated Membership Options. A Gold Membership – which [alongside various other Technology-Driven, Payments based, Retail rewards-based, advantages] also comes with a 6 months or Silver Membership -- 3 months RentPay™ General Insurance Product, by which, 6 or 3 months amount equivalent of their Monthly House Rent, Monthly Home Loan EMI or Monthly Vehicle Loan EMI claim shall be paid, in case, god-forbidden such RentPay™ member were to lose her Job, meet with an Accident, undergo a Surgery [Comprehensive list of 107 Surgeries] or fall for specified Critical Illnesses [Comprehensive list of 33 Critical Illness].

If RentPay™ Life Insurance option is also chosen, **RedGiraffe** customer's nominee gets paid amount equivalent of 40 months of Monthly House Rent/Monthly Home Loan EMI/Monthly Motor Loan EMI [with an upper cap of Rs 40 lacs (for 18-50 years) and Rs 25 lacs (for 51-55 years)], if such RentPay™ customer were to expire.

All insurance products are underwritten by India's leading Life/ Health and General Insurance Companies, which have techno-commercially partnered with **RedGiraffe**. **RedGiraffe.com** is a financial technology platform and as per guidelines laid down by IRDAI, the technology platform offers Insurance as an Add-on Product EXCLUSIVELY to all such customers, having active **RedGiraffe** Membership only.

Application Use.

RedGiraffe grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement).

USING REDGIRRAFFE APPLICATION AND WEBSITE

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our application and sites;
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18 etc), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to fulfill your legal and contractual obligations under the Lease Agreements to be executed by you. manipulate or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems;
- transfer your RedGiraffe account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses Trojan horses, corrupted files, or any other similar software or any other technologies that may harm RedGiraffe, or the interests or property of users or that may damage the operation of another's computer. use any robot, spider, scraper, or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any RedGiraffe application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to RedGiraffe, or that comes from the Services and belongs to another RedGiraffe user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of RedGiraffe and/or any other party holding the right to license such use;
- commercialize any RedGiraffe application or any information or software associated with such application;
- harvest or otherwise collect information about users without their consent;
- circumvent any technical measures we use to provide the Services.
- Advertise or offer to sell any goods or services for any commercial purpose on the Service, which are not relevant to the services offered on the Service.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters. Impersonate another person or allow any other person or entity to use your identification to post or view comments.

- Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Service.
- Imply or state that any statements you make are endorsed by RedGiraffe, without the prior written consent of RedGiraffe.
- Adapt, alter, license, sublicense or translate RedGiraffe for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by RedGiraffe.
- Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner. All submissions made to Public Areas will be public, and RedGiraffe will not be responsible for the action of other Users with respect to any information or materials posted in Public Areas.

If we believe you are abusing RedGiraffe in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive and dormant for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

POLICY ENFORCEMENT

When a Customer / Bank / Card Company / Insurance Company related issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for the Customer / Bank / Card Company / Insurance Company

FEE: The fees we charge for using our Services are equivalent to what is overtly mentioned on the website against various services offering. We may change our fees from time to time by posting the changes on the RedGiraffe application or site 7 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when leasing on RedGiraffe and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due. In addition, you will be subject to late fee charges/penalty @ Rs. 1000/day. RedGiraffe or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Missed payments or delayed payments could also affect your review/ rating on the site. It is also clarified that you shall be responsible for complying with all the tax laws applicable on you including TDS and service tax, which shall be, payable by you directly to the authorities.

CONTENT

You must have a payment method on file when leasing on RedGirraffe and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due. In addition, you will be subject to late fee charges/penalty @ Rs. 1000/day. RedGirraffe or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Missed payments or delayed payments could also affect your review/ rating on the site. It is also clarified that you shall be responsible for complying with all the tax laws applicable on you including TDS and service tax, which shall be, payable by you directly to the authorities.

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We may offer details of property including property images, descriptions and property specifications that are provided by third-parties (including users). You may use the said content solely in connection with your RedGirraffelistings. The permission to use the said content is subject to modification or revocation at any time at RedGirraffe's sole discretion.

While we try to offer reliable data, we cannot promise that the property information will always be available, accurate, and up-to-date, and you agree that you will not hold our information providers or us responsible for inaccuracies. The property information may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the information or create any derivative works based on the information (other than by including them in your listings).

Account, Password and Security

You must have a payment method on file when leasing on RedGirraffe and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due. In addition, you will be subject to late fee charges/penalty @ Rs. 1000/day. RedGirraffe or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Missed payments or delayed payments could also affect your review/ rating on the site. It is also clarified that you shall be responsible for complying with all the tax laws applicable on you including TDS and service tax, which shall be, payable by you directly to the authorities.

Your Payment Transactions

Our Role.

You must have a payment method on file when leasing on RedGiraffe and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due. In addition, you will be subject to late fee charges/penalty @ Rs. 1000/day. RedGiraffe or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Missed payments or delayed payments could also affect your review/ rating on the site. It is also clarified that you shall be responsible for complying with all the tax laws applicable on you including TDS and service tax, which shall be, payable by you directly to the authorities.

Your Authorization.

You must have a payment method on file when leasing on RedGiraffe and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due. In addition, you will be subject to late fee charges/penalty @ Rs. 1000/day. RedGiraffe or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. Missed payments or delayed payments could also affect your review/ rating on the site. It is also clarified that you shall be responsible for complying with all the tax laws applicable on you including TDS and service tax, which shall be, payable by you directly to the authorities.

Transaction Limits.

We may delay, suspend or reject a transaction for any Payment Account for any reason, including without limitation if we suspect the transaction subjects us to financial or security risk or is unauthorized, fraudulent, suspicious, unlawful, in violation of the terms of this Agreement, subject to dispute or otherwise unusual.

Payments in Receivers Account.

Subject to this Agreement, we will deposit to your Payment Account the amounts actually received by us for transactions submitted through the Service (less any applicable fees or other amounts we may collect under this Agreement). Unless we, in our sole discretion, elect to deposit funds earlier, funds for any given transaction will not be deposited until we have received or sent the funds and we or the designated financial institutions have accepted the transaction or funds.

Liability.

you agree not to hold RedGiraffe responsible and/or liable for any issue or claim arising out of any dispute whatsoever between you and the Processor and/or you and your bank or financial institution.

Links to Other Web Sites?

Links (such as hyper-links) from RedGiraffe app to other sites on the Web do not constitute as the endorsement by RedGiraffe of those sites or their content. Such links are provided as an information service, for reference and convenience only. RedGiraffe does not control any such sites and is not responsible for their content. The existence of links on the Service to such websites

(including without limitation external websites that are framed by the RedGiraffe Service as well as any advertisements displayed in connection therewith) does not mean that RedGiraffe endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites. The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by RedGiraffe's Terms of Use and / or Privacy Policy. You access such third-party websites at your own risk. RedGiraffe expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the RedGiraffe Service. You hereby agree to hold RedGiraffe harmless from any liability that may result from the use of links that may appear on the Service.

AUTHORIZATION TO CONTACT YOU AND RECORD YOUR CALLS

RedGiraffe may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. RedGiraffe may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions). RedGiraffe may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits.

RedGiraffe may share your telephone number with its authorized service providers. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by RedGiraffe to carry out the purposes we have identified above.

RedGiraffe may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with RedGiraffe or its agents for quality control and training purposes or for its own protection.

Privacy of Others; Marketing

As a sub-vendor for RedGiraffe, if RedGiraffe provides you with any information, you as a third party organisation agree that you will use the information only for the purposes of providing value to such an user of RedGiraffe. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

Additional Terms Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Notification functionality in RedGiraffe's applications may not occur in real time. Such functionality is subject to delays beyond RedGiraffe's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;
- guidance provided by RedGiraffe; delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any RedGiraffe Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing RedGiraffe Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above;
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

RedGiraffe may decline to provide any service on National Holidays, Public Holidays, Government Holidays without any obligation to any customer or user. RedGiraffe Customers are requested to report/inform us immediately of any misconduct or unsatisfied behavior of any of our (RedGiraffe's) Service Provider so that RedGiraffe can take action for improvement. However if the misconduct is falling in the category of breach of law then RedGiraffe's customer may wish to deal with that as per the applicable laws directly with the RedGiraffe Service Provider and RedGiraffe will not be responsible in such case. Also, in case any criminal act is committed by the RedGiraffe Service Provider while providing Services, the RedGiraffe customer, at its own will can take direct action under the laws of the country and keep us informed on full details of the same. RedGiraffe will not be party to any such action. **RELEASE** If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release. RedGiraffe expressly disclaims any liability beyond service contract value that may arise between Users of its Service

To communicate changes/cancellation via email/Whatsapp please ensure that the tenant's registered email ID/contact number are only used. This helps us validate any request pertaining to the registration. Any communication through an alternate email ID shall not be considered as valid and RedGiraffe shall not be liable for any inconvenience as a result.

INDEMNITY

You will indemnify and keep us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, Lease Agreement, your improper use of RedGiraffe's Services or your breach of any law or the rights of a third party.

Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that users see or read on the Service is owned by RedGiraffe or are used by permission. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. RedGiraffe owns all Proprietary Material as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the Intellectual Property Laws. The Proprietary Material protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Service without RedGiraffe's express prior written consent. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of RedGiraffe and/or the relevant right holder. The service marks and trademarks of RedGiraffe, including without limitation RedGiraffe and the RedGiraffe logo are service marks owned by RedGiraffe. Any other trademarks, service marks, logos and/or trade names appearing on the Service are the property of their respective owners. You are not allowed to copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Confidential Information

You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of RedGiraffe and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify RedGiraffe in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall make best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to RedGiraffe upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of RedGiraffe's trade secrets, confidential and proprietary information and all other information and data of RedGiraffe that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

Termination and Suspension

Without limitation, RedGiraffe may terminate or suspend your right to use the Service if you breach any term of this Agreement or any policy of RedGiraffe posted on the Service from time to time, or if RedGiraffe otherwise finds that you have engaged in inappropriate and/or offensive behavior. In addition to terminating or suspending your account, RedGiraffe reserves the right to take appropriate legal action, including without limitation of pursuing civil, criminal, and injunctive redress. RedGiraffe may terminate or suspend your right to use the Service at anytime for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice. Even after your right to use the Service is terminated or suspended, this Agreement will remain enforceable against you. You may terminate this Agreement at any time by ceasing all use of the Service. All sections, which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Force Majeure

we shall not be liable to fulfill our obligations under this Deed for any event, act or performance which is outside or beyond our control or the performance of which is materially dependant upon others including without limitation, war, acquisition and requisition and consequences arising out of change in any Law by the govt. under any notification/govt. order, Act of God, irresistible forces, public enemy, civil disobedience, riots, floods, fire, calamity, earthquake, etc. ("Force Majeure"). Further in case due to the Force Majeure events the application or the web-site is rendered unfunctional, in such an event, we shall not have any liability whatsoever.

LEGAL DISPUTES PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND REDGIRRAFFE HAVE AGAINST EACH OTHER ARE RESOLVED.

You and RedGiraffe agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the RedGiraffe User Agreement, your use of or access to the Services, or any other dispute arising out of your lease agreement with other users, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

- **Applicable Law**

You agree that Indian laws will govern the User Agreement and any claim or dispute that has arisen or may arise between you and RedGiraffe, except as otherwise stated in the User Agreement.

- **Agreement to Arbitrate**

You and RedGiraffe each agree that any and all disputes or claims that have arisen or may arise between you and RedGiraffe relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to RedGiraffe's Services, or any other dispute arising out of your lease agreement with other users shall be resolved exclusively through arbitration by a sole arbitrator to be appointed by RedGiraffe whose decision shall be final and binding. The Arbitration shall be governed by Arbitration and Conciliation Act, 1996, the place of arbitration shall be New Delhi, the language of the Arbitration shall be English.

General

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement. We may amend this User Agreement at any time by posting the amended terms on <https://redgiraffe.com>. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement.

We will provide you a 14-day notice by posting the amended terms. Additionally, we will notify you through e-mail. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement

through an electronic click-through. This User Agreement may not otherwise be amended except through mutual Agreement by you and a **RedGiraffe** representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our applications and sites may be changed from time to time. Changes take effect when we post them on the **RedGiraffe** Application or site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such an account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies set forth the entire understanding and Agreement between you and **RedGiraffe** and supersede all prior understandings and agreements of the parties.

The reviews are personal opinions/views of the customer herself/himself, and these must not be considered as opinions/views from the respective corporations, in which they work.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you like to contact us for any reason with regard to Privacy Policy and Terms and Conditions, you may contact us at connect@redgiraffe.com

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AND THE REDGIRRAFFE PRIVACY POLICY AND AGREE THAT MY USE OF THE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

AGREEMENT FOR USING RentPay™

This Agreement is a contract between you and **RedGiraffe.com**. It applies to your use of the "RENTPAY" platform (An online real estate rental transaction platform) (the "Services").

By registering for the Services, you must read, agree with, and accept all of the terms and conditions contained in this Agreement. This Agreement is provided to you and concluded in English. You agree that any use by you of the Services shall constitute your acceptance of the Agreement, and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

Please read this Agreement carefully and make sure that you understand it fully before using the Services. Please note that if you do not accept this Agreement, you will not be able to use the Services.

1. Our Relationship With You

- 1. Customers are advised to obtain independent tax advice wrt TDS or any other allied tax-related issues. RedGiraffe.com or any of our partner banks shall not be liable to provide any tax advice to customers at any point in time.
- 2. **RedGiraffe.com** is a PropTech and Fintech (Rental Payment Transaction Service Provider). Via its FinTech arm, the company facilitates tenants to pay their rents via Credit Cards or Debit Cards. The company is technologically integrated with 40 of the largest banks operating in India.

RedGiraffe.com Services are operated by **RedGiraffe E-Commerce (India) Private Limited** having its registered address at 611A, Seva Samiti Nagar, Sion Koliwada, King's Circle, Mumbai- 400037, Maharashtra, India.

- 3. Your Privacy.

Protecting your privacy is very important to RedGiraffe.com. Your passwords are stored on RedGiraffe.com servers in encrypted form. We do not disclose your account details, postal or e-mail addresses to anyone except when legally required to do so and as specified in our Privacy Policy.

Sensitive Information between your browser and the RedGiraffe.com website is transferred in encrypted form using Secure Socket Layer (SSL). When transmitting sensitive Information, you should always make sure that your browser can validate the RedGiraffe.com certificate.

For further details on our Privacy Policy, please click [here](#).

- 4. Transaction History.

You can access your details of executed payment transactions and other Information relating to your Account by logging into RedGiraffe.com and clicking on the "Account" tab.

- 5. Duplicate accounts.

RedGiraffe.com may refuse to create duplicate accounts for the same user due to security and client identification requirements. RedGiraffe.com reserves the right to refuse the creation of duplicate accounts for the same user due to security and client identification requirements. In a case where duplicate accounts are detected, RedGiraffe.com reserves the right to close or merge these duplicate accounts without notification.

2. Eligibility

- To be eligible for our Services, you must be at least 18 years old. You further represent and warrant to us that if you are an individual and you register and obtain a **RedGiraffe** Property ID with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary.

Before being able to use the Service, we have to perform mandatory customer verification. For that, we may ask for a copy of your lease agreement.

RedGiraffe.com reserves the right to access various government and private databases so as to verify your Information. If specific databases provide a match to the Information you provide, then we may not have to ask for further photographic evidence of your identity.

RedGiraffe.com reserves the right to refuse to accept any new user or any transaction at its discretion.

3. If using the Service on Rent Platform

- 1. Submitting an application for RG unique ID

You must submit payment orders online via your user account. You will be asked to provide us with:

- Details of the Landlord/recipient and their bank account.
- A PDF copy upload of your recent and active lease agreement.
- Amount to be transferred, based on your monthly rent payable.
- Please ensure & verify that the account no., IFSC code, and account holder's name are correct. Incorrect details may lead to issues with the rent payment in which case, **RedGiraffe** and/or the Credit Card/Debit Card issuing banks shall assume no liability.

Once you completed your **RedGiraffe** property ID online, we will send you confirmation by e-mail that we have received your Information, and an ID has been generated for you.

You should be aware that a payment order onwards to your Landlord is only complete and will only be processed by us once we are in possession of your funds for making the payment to the recipient. It is your responsibility to send us funds promptly on time via your chosen funding method. For ease of the process, you may consider putting an AUTOPAY/STANDING INSTRUCTIONS with your bank. We cannot influence the time it takes for funds to be sent to us by your bank or payment service provider. However, we are monitoring our receiving bank accounts at close intervals, and we will notify you. We will process your payment order as soon as funds arrive in our reports, provided they arrive before 5 pm on a Business Day. If funds arrive after 5 pm or on a day that is not a Business Day, your payment order will be processed during the next Business Day. The same applies if you submit your payment order after 5 pm or on a day that is not a Business Day.

Execution times for payment orders

- If your transaction is processed and received on any given day, then we will ensure that the payment recipient' s/Landlord's bank or payment service provider receives the funds within 4 working days after we have started to process your payment order as described in section 3.2 above.
- You should note that it is our obligation to ensure that funds arrive at the recipient' s/Landlords bank account or payment account within the above timelines, however, we do not control the time it takes for the recipient' s/Landlords bank or payment provider to credit and make available funds to the recipient.
- You should further note that the above timelines are subject to all necessary security and customer identification checks being conducted in line with our security and identification guidelines. If further investigation or the collection of additional Information from you is necessary, we will let you know, but this may delay the execution of the payment order to the Landlord.
- Additional processing resulting from the account number correction could result in a delay of your rent payment by about 20 days. **RedGiraffe** will not be responsible for any late payment charges you may incur due to this.

Refused Transactions

- **RedGiraffe.com** may refuse the payment order if we cannot match the user's name and allied particulars as provided to RedGiraffe.com. In this case, you may be liable for an administration charge, which will be deducted from your deposit.

Cancellation of Transactions

- You may cancel your transaction by taking away the standing instructions from your bank account. Once the credit card or debit card transactions are initiated, then RedGiraffe.com cannot entertain any claims as the monies would have been transferred into the designated bank account of the Landlord as provided by you to us.

Your Obligations

- You are responsible for ensuring the payment details you provide are accurate. Once RedGiraffe.com has executed payment instructions, transactions cannot be reversed, and RedGiraffe.com will not be liable in any way for any loss you suffer as a result of a transaction being carried out in accordance with your instructions.

In the unlikely event that you notice an error in either the payment sent or received as a result of using the Services, then you should immediately notify us at rentpay@redgiraffe.com.

You agree not to use the Services for any unlawful activity, and **RedGiraffe.com** reserves the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, RedGiraffe.com reserves the right to report suspected unlawful activity to any appropriate person or body and to provide them with any relevant information, including personal data.

Fees on Credit Card transactions

Transaction Fee

- Transaction fees of 1.48% for Axis Bank issued cards.

However, in the case of other Cards (wherein the principal bank's costs vary), transaction fees over and above the former may be applicable.

Administration charges may only incur when our settlement banks or the receiving bank refuse your transaction due to incorrect payment details, their regulatory requirements, or any other valid reason. Any administrative charges from the settlement banks or the receiving banks will be deducted from your payment amount.

Any applicable taxes are additional.

General Terms

Third Party Services

- You acknowledge and agree that **RedGiraffe.com** may engage third-party partners and providers to deliver you the Services.

By using our Services, you agree to be bound by any user agreements established by any third party partners and providers

that **RedGiraffe.com** engages with. This is in addition to the Terms and Conditions set out in this Agreement.

By accepting and agreeing to the partner's terms and conditions, you expressly acknowledge that **RedGiraffe.com** acts as agent of the partner and that **RedGiraffe.com** shall have no liability for the actions or omissions of the third party partner (Our banking partners).

Communications

- We are required to provide certain Information to you in writing. By accepting this Agreement, you agree that we can communicate with you electronically either by e-mail or by posting notices on the **RedGiraffe.com** website.
- For all maintenance /education payment transactions, **RedGiraffe** shall be sending transaction payment advice to both transaction initiator as well as to the transaction recipient.
- For all payments - Rent, Education, Maintenance, via **RedGiraffe**, CASH points shall be distributed to both the transaction initiator and the recipient, at all times.
- Terms and Conditions are based on various dynamic changes, which happen across processes and compliance from time to time. Hence, to effect those changes efficiently **RedGiraffe** shall have full discretion to amend Terms and Conditions from time to time.

Events Outside of Our Control

- If we are unable to perform our obligations under this Agreement because of factors beyond our control, including a change of law, an event of Force Majeure, we will notify you as soon as is reasonably practicable and will use reasonable endeavors to secure the return of any money paid by you in respect of which we have been unable to discharge our obligations under this Agreement. We will not have any liability to you where we are unable to perform our obligations.

Complaints

- We are committed to providing you with the highest standards of Service. If you feel we have not achieved that, please write to us at rentpay@redgiraffe.com. If you feel your concern has not been addressed to your satisfaction, please write to us at business@redgiraffe.com.

Entire Agreement

- This Agreement and any document expressly referred to in it constitute the whole Agreement between us and supersede any previous discussions, correspondence, arrangements, or understandings between us.

Law And Jurisdiction

- The provision of the Service and any dispute or claim arising out of the provision of the Service is governed by English law.

Any dispute or claim arising out of or in connection with the Service will be subject to the non-exclusive jurisdiction of the courts of Delhi.

Terms & Conditions **CHECKOUT e-Gift Cards**

Various Brand Gift Cards issued either directly by RedGiraffe's partner Retail Brands or by various fulfilment partners of RedGiraffe.com

These terms and conditions apply to Gift Cards issued by Fulfilment Partners of **RedGiraffe.com**. Fulfilment Partners of **RedGiraffe.com** are private limited companies organized under the laws of India and are issuers of Gift Cards. You may use Gift Cards provided to you by third parties in the manner provided hereunder. By purchasing or using a Gift Card from **RedGiraffe's Merchant / Biller Platform**, you are agreeing to and accepting these terms and conditions.

1. **Redemption:** Gift Cards may only be redeemed toward the purchase of eligible products and any other third-party merchants that are enabled to accept the Gift Cards. Part of the price of the purchases are paid for by redeeming your **RedGiraffe** CASH Points balance. Any unused **RedGiraffe** CASH Points balance will remain associated with the redeemer's balance account and shall be applied to purchases, in order of earliest expiration date. If a purchase exceeds the redeemer's **RedGiraffe** CASH Points balance, the remaining amount must be paid by credit card, net banking, UPI or debit card. No additional fees or charges apply to Gift Cards. Brands & Fulfilment Partners of **RedGiraffe.com** may provide Gift Card purchasers with information about the redemption status of Gift Cards that they purchase or use.
2. **Limitations:** Gift Cards, including any unused Gift Card balances, expire one year from the date of issuance, or any earlier date, for e.g. 6 months, as mentioned in the Terms & Conditions of the the Gift Card. You may request for revalidation of any expired Gift Cards. Upon receipt of such request, the Gift Card may be revalidated after due verification and subject to applicable terms and conditions. Gift Cards may only be purchased in denominations of up to Rs. 10,000, or such other limits as Brands or Fulfilment Partners of **RedGiraffe.com** may determine. Gift Cards cannot be used to purchase other gift cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash. Except as provided hereunder or as per applicable law, amount in your Gift Cards will not be refunded to you under any circumstances.

No refund will be provided in cash, at any point of time. Unused Gift Card balances may not be transferred to another user's account. No interest will be payable by Brands or Fulfilment Partners of **RedGiraffe.com** on any Gift Card or Gift Card balance. Brands & Fulfilment Partners of **RedGiraffe.com** make no representation or warranty that the Gift Cards will always be accessible without interruption.

3. **Fraud:** Brands & Fulfilment Partners of **RedGiraffe.com** are not responsible if a Gift Card is lost, stolen, destroyed or used without permission. **RedGiraffe.com** will have the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases.

4. **Governing Law and Jurisdiction:** These terms and conditions are governed by and construed in accordance with the laws of India. You, Fulfilment Partners of **RedGiraffe.com** and the Brands each agree to submit to the exclusive jurisdiction of the courts in Delhi. You agree to indemnify Partner Brands & Fulfilment Partners of **RedGiraffe.com** for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these terms and conditions.
5. **Limitation of Liability:** Neither Fulfilment Partners of **RedGiraffe.com** nor the participating brands make any warranties, express or implied, with respect to gift cards, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event a gift card is non-functional, your sole remedy will be the replacement of such gift card. If applicable law does not allow limitations on implied warranties or the exclusion or limitation of certain damages, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.
6. **General Terms:** Fulfilment Partners of **RedGiraffe.com** reserves the right to change these Gift Card terms and conditions from time to time in its discretion and without prior notice to you. All terms and conditions are applicable to the extent permitted by law.