



## General Terms and Conditions for Loans under Samsung Finance +

I have accepted these general terms and conditions (“T&C”) in respect of secured consumer loan provided to me by DMI Finance Pvt. Limited having its registered office at Express Building, Third Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi – 110002 (“DMI”) which shall mean and include its successors and assigns) by entering the one-time password (“OTP”) sent by DMI for acceptance of these T&C and that these shall be binding on me. A translated copy of this T&C in relevant vernacular language is available on DMI’s website and can also be made available to me on demand.

### 1. DEFINITIONS

1.1 The terms and expressions contained in this T&C are defined as under:

“**Application**” shall mean the Samsung Finance + or other application provided by Samsung on the Product;

“**Availability Period**” means, in the event a Borrower has opted for a credit line, the period within which the Borrower can request a drawdown of Sanctioned Loan against the Sanctioned Facility, as provided in the Key Facts Statement;

“**Available Facility**” means, in the event a Borrower has opted for a credit line, the undrawn amount of the Sanctioned Facility;

“**Borrower**” means the borrower/applicant as described in the Key Fact Statement and includes any legal heirs and successors in interest;

“**Borrower’s Dues**” means all sums payable by the Borrower to DMI towards Sanctioned Loan, including without limitation, any outstanding principal amount, Interest, if any, and other charges, costs and expenses payable in respect thereof in accordance with the Financing Documents;

“**Cooling off period**” means the period, as specified in the relevant Key Fact Statement, and given to Borrower for exiting from disbursed Sanctioned Loan in case the Borrower decides not to continue with such Sanctioned Loan ;

“**Due Date**” in respect of any payment in respect of any Borrower’s Dues means the date on which any amount is due from the Borrower to DMI in respect of any Sanctioned Loan in accordance with the Financing Documents.

“**EPI**” means the equated or fixed amount of repayments, consisting of both the principal and Interest components, to be paid by a Borrower towards repayment of the Sanctioned Loan at periodic intervals for a fixed number of such intervals (as provided in the Key Facts Statement), which will result in complete amortization of the Sanctioned Loan within the tenure of such Sanctioned Loan.;

“**Financing Documents**” means in respect of each Sanctioned Loan, these T&C, the Loan Application, the Key Fact Statement issued in respect of the Sanctioned Loan, including the annexures thereto and any documents executed by the Borrower or as required by DMI in respect of the Sanctioned Loan, as amended from time to time;

“**Interest**” in respect of the Sanctioned Loan means the interest payable on the outstanding principal amount of such Sanctioned Loan at the rate and in the manner provided in the relevant Key Facts Statement

“**Key Fact Statement**” means a statement of key facts and terms of a Sanctioned Loan, in simple and easier to understand language, provided by DMI to the Borrower in a standardized format as prescribed under applicable law, containing, apart from other necessary information, details of annual percentage rate, details of collection agency, if any, details of grievance redressal officer, Cooling off period, etc.;

“**Late Payment Fees**” means bounce charges payable by the Borrower in case of occurrence of default by reason of dishonor of cheque or any Mandate as mentioned in the Key Facts Statement, for each event of such dishonour;

“**Loan Application**” means the application in the prescribed form as submitted by the Borrower to DMI for seeking the Sanctioned Loan/ Sanctioned Facility;

“**Material Adverse Effect**” means any event which in DMI’s opinion would have an adverse effect on (i) Borrower’s ability to pay the Borrower’s Dues or (ii) DMI’s rights and remedies under the Financing Documents or (iii) recoverability of the Borrower’s Dues. Any determination by DMI on whether an event should be treated Material Adverse Effect will be binding on the Borrower;

“**Overdue Charges**” means the penal charges, as prescribed in the relevant Key Fact Statement, which is payable on all amounts which are not paid on their respective Due Dates. The Overdue Charges will not be capitalized by DMI i.e., no further interest computed on such Overdue Charges;

“**IT and Digital Appliances**” shall mean including, inter alia, air-conditioners, washing machines, microwave, laptop, refrigerator or any other products as authorized by Samsung from time to time.

“**Privacy Policy**” means DMI’s privacy policy as available at <https://www.dmifinance.in/privacy-and-security/>;

“**Mobile Device**” shall mean the mobile device manufactured by Samsung;

“**Product**” shall mean and include any Mobile Device, Smart Televisions, IT and Digital Appliances or any other such devices manufactured by Samsung, and approved by DMI, for purchase of which financing is sought by the Borrower and which product shall be identified in the Key Fact Statement issued in respect of the Sanctioned Loan provided for such purchase;

“**Purpose**” means the utilization of the Sanctioned Loan for purchase of the Product from the Vendor, as mentioned in the Key Fact Statement issued for such Sanctioned Loan;

“**Samsung**” shall mean Samsung India Electronics Private Limited;

“**Sanctioned Facility**” means, in cases where the Borrower has opted for a line of credit, the maximum amount sanctioned by DMI towards such line of credit, against which DMI may from time to time allow disbursement of Sanctioned Loans. The Sanctioned Facility will not be a revolving credit line.

“**Sanctioned Loan**” shall mean the amount which can be drawdown by the Borrower for purchase of a Product from a Vendor in accordance with the Financing Documents and the Key Facts Statement issued for such Sanctioned Loans;

“**Smart Television**” shall mean smart televisions manufactured by Samsung.;

“**Vendor**” shall mean the Samsung dealer, as approved by DMI from time to time and detailed in relevant Key Facts Statement, from whom the Borrower is purchasing the financed Product.

1.1A. In this T&C, (a) the singular includes the plural (and vice versa) and (b) reference to a gender shall include references to the female, male and neutral genders.



## 2. **SANCTION AND DISBURSEMENT**

- 2.1 Basis the representations made by the Borrower in the Financing Documents, including the Loan Application, DMI has agreed to provide the Sanctioned Loan to the Borrower on the terms set out in the Financing Documents. In the event the Borrower has opted for and is sanctioned a credit line, the Borrower may at any time during the Availability Period, request disbursement of any amount to the extent of the Available Facility. DMI shall have the sole and absolute discretion to allow or reject such request. In the event, DMI approves such request, the same shall be made available as a Sanctioned Loan in accordance with the Financing Documents (including the Key Fact Statement issued in respect of such Sanctioned Loan). The Borrower understands that (i) disbursement of the Sanctioned Loan is subject to completion of Borrower verification and checks by DMI to its satisfaction in accordance with its internal processes and in the event such verification is not satisfactory, DMI shall be entitled to cancel the Sanctioned Loan; (ii) the Sanctioned Loan, if not cancelled, shall be disbursed in up to 72 hours of signing / acceptance of the Financing Documents by the Borrower. The Borrower understands that loan limit provided to the Borrower is as per DMI's internal criteria and sole discretion and may be cancelled or revoked by DMI at any time at its sole and absolute discretion. Any cancellation of the Sanctioned Loan shall be duly intimated to the Borrower.
- 2.2 The Borrower acknowledges that the Sanctioned Loan may be disbursed directly to the Vendor for the Purpose and such disbursement shall be treated as disbursement to the Borrower.
- 2.3 The Borrower shall pay non-refundable processing charges as stated in the Key Fact Statement, along with Goods and Services tax thereon, which may be retained from the Sanctioned Loan disbursed and shall be deemed to have been disbursed to the Borrower and the Borrower will accordingly be liable for entire Sanctioned Loan.
- 2.4 The Borrowers can view details of their Sanctioned Loan, outstanding dues and make repayments through DMI's mobile application as well.
- 2.5 The Borrower shall be given an option to exit the disbursed Sanctioned Loan by paying the principal and the proportionate APR, without any penalty, during the Cooling off period. For Borrowers continuing with the Sanctioned Loan even after look-up period, pre-payment shall be allowed only with the prior approval of DMI and subject to such conditions and prepayment charges, as stipulated by DMI in the Key Fact Statement.

## 3. **INTEREST AND REPAYMENT**

- 3.1 The Borrower will repay the outstanding Sanctioned Loan along with the Interest, if any, thereon by way of EPI on each Due Date during the tenure of the Sanctioned Loan (as provided in the Key Facts Statement). EPI shall be as calculated by DMI as required for amortization of the Sanctioned Loan and Interest payable thereon, if any, within the specified tenure and not exceeding the maximum EPI as provided in the Key Fact Statement. EPI shall only be towards principal outstanding against the Sanctioned Loan and Interest, if any, thereon and does not include any Overdue charges or any other charges payable by the Borrower pursuant to Financing Documents. The amount and date of the first EPI may change basis date of disbursement of the Sanctioned Loan and such revised date and amount will be intimated to the Borrower in advance of the Due Date for such payment. The Borrower shall also pay all other amounts and charges due as provided in Key Fact Statement. The Borrower's liability to DMI shall stand extinguished only when the outstanding in the loan account and all charges (as per the Key Facts Statement) have become nil.
- 3.2 The Borrower acknowledges that in case of zero interest Sanctioned Loan, the return is made available to DMI (for the original tenor of the Sanctioned Loan) by the Vendor/ Samsung by way of one-time non-refundable upfront discount provided by Samsung/ Vendor as mutually agreed between DMI and Vendor/Samsung. In case the tenor of said loan is extended for whatever reasons beyond the original tenor, the Borrower shall be liable to pay the outstanding principal amount of the Sanctioned Loan along with Overdue Charges, Late Payment Fees and such other interest/ charges as are specified in the Key Facts Statement.
- 3.3 The payment of each EPI on time is the essence of the contract. The Borrower acknowledges that s/he has understood the method of computation of EPI and shall not dispute the same.
- 3.4 **In the event any EPI is not paid on its Due Date, the Borrower shall pay Overdue Charges thereon for the period of delay, as provided in the Key Facts Statement. The aforesaid is without prejudice to any other rights and remedies that DMI may have under this Agreement or under applicable law in respect of default by the Borrower in payment of Borrower's Dues on Due Dates.**
- 3.5 Notwithstanding anything stated elsewhere in the Financing Documents, all Borrower's Dues, shall be payable by the Borrower to DMI as and when demanded by DMI, at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, within 15 (fifteen) days of such demand.
- 3.6 DMI shall be entitled to revise the rate of interest / any other charges, and DMI may recompute the EPI /the number of EPI for repayment of outstanding Sanctioned Loan and Interest, if any, accordingly. Any such change shall be as intimated by DMI to Borrower, and shall be applicable prospectively and will be final and binding on the Borrower. In case of such revision the Borrower shall be entitled to prepay, within 30 (thirty) days of such revision, the entire outstanding Sanctioned Loan along with accrued Interest (if applicable), without any prepayment penalty.
- 3.7 The Borrower shall bear all duties, cess and other forms of taxes whether applicable now or in the future, payable under any law at any time in respect of any payments made to DMI under the Financing Documents. The Borrower shall be liable for all amounts due and all costs, duties, levies etc. incurred by DMI in enforcing the Financing Documents or in undertaking any recovery proceedings with respect to the Sanctioned Loans. The Borrower(s) acknowledges that if any stamp duty is applicable to these T&C the Borrower(s) shall be liable for the same. If any of the aforesaid duties, charges, taxes and costs are these are incurred by DMI, these shall be recoverable from the Borrower and will carry Overdue Charges from the date of payment till reimbursement.
- 3.8 Notwithstanding any terms and conditions to the contrary contained in the Financing Documents, the amounts repaid by the Borrower shall be appropriated firstly towards cost, charges, expenses and other monies; secondly towards Overdue Charges, if any; thirdly towards Interest; and lastly towards repayment of principal amount of the Sanctioned Loan.
- 3.9 Interest (if applicable), Overdue Charges and all other charges shall accrue from day to day and shall be computed on the basis 30/360 day convention.
- 3.10 If the Due Date for any payment is not a business day, the amount will be paid by Borrower on immediately succeeding business day.
- 3.11 All sums payable by the Borrower to DMI shall be paid without any deductions whatsoever. Credit/ discharge for payment will be given only on realization of amounts due.
- 3.12 The Borrower acknowledges that the rate of Interest, penal/Overdue charges, service charges and other charges payable and or agreed to be paid by the Borrower under Financing Documents are reasonable and acceptable to him/ her.



#### **4. MODE OF PAYMENT, REPAYMENT AND PREPAYMENT**

- 4.1 The Borrower shall, as required by DMI from time to time, provide ECS/ National Automated Clearing House (Debit Clearing)/ any other electronic or other clearing mandate (collectively referred to as "Mandate") as notified by the Reserve Bank of India ("RBI") against Borrower's bank account for payment of dues. Such Mandate shall be drawn from such bank account of the Borrower as is acceptable to DMI. The Borrower shall honor all payments without fail on Due Dates/ first presentation of the Mandate. Mandate provided by the Borrower may be utilized by DMI for realization of any Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes DMI to take all actions required for such realization, with or without advance intimation to the Borrower. The Borrower shall promptly (and in any event within seven (7) days) replace the Mandate and/or other documents executed for payment of Borrower's Dues as may be required by DMI from time to time, at its sole discretion. In case of rejection of Mandate registration, the Borrower will also pay NACH/ Mandate rejection charges as provided in the Key Fact Statement.
- 4.2 The Borrower shall, at all times maintain sufficient funds in his/her bank account/s for due payment of the Borrower's Dues on respective Due Dates. Borrower shall not close the bank account/s from which the Mandate has been issued or cancel or issues instructions to the bank or to DMI to stop or delay payment under the Mandate and DMI is not bound to take notice of any such communication. Any such instructions shall also be treated as an Event of Default.
- 4.3 The Mandate given by the Borrower shall be valid throughout the respective date of such Mandate and the Borrower shall not claim that the ECS/ NACH mandate or such other mandate given by the Customer is invalid due to any reason whatsoever.
- 4.4 The Borrower agrees and acknowledges that the Mandate has been issued voluntarily in discharge of the Borrower's Dues and not by way of a security for any purpose whatsoever. The Borrower also acknowledges that dishonor of any Mandate is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007. The Borrower shall be liable to pay Late Payment Fees for each Mandate dishonour (as prescribed in Key Fact Statement).
- 4.5 Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EPIs or other sum and DMI shall be entitled to present the Mandate on the Due Dates.
- 4.6 Notwithstanding the issuance of Mandate, the Borrower will be solely responsible to ensure timely payment of dues.
- 4.7 Additionally, DMI will also accept payment through NEFT/ RTGS/other electronic modes of payment and the Borrower(s) can choose to avail such options when required to make payment towards the Borrower's Dues. However, The Borrower agrees and acknowledges that in the event of payment of dues through modes other than the Mandate, any additional charges for transactions shall be borne by and shall be recoverable from the Borrower.

#### **5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES**

- 5.1 The Borrower shall:
- (i) Observe and perform all its obligations under the Financing Documents.
  - (ii) Immediately deliver to DMI all documents, including bank account statements as may be required by DMI from time to time. The Borrower also authorizes DMI to communicate independently with (i) any bank where the Borrower maintains an account and to seek details and statement in respect of such account from the bank and (ii) with any employer of any Borrower as DMI may deem necessary, including for monitoring Borrower's creditworthiness.
  - (iii) Immediately notify DMI of any litigations or legal proceedings against any Borrower.
  - (iv) Notify DMI of any Material Adverse Effect or Event of Default.
  - (v) Notify DMI in writing of all changes in the location/ address of office /residence /place of business or any change/resignation/termination / closure of employment/ profession /business.
  - (vi) Not leave India for employment or business or long term stay abroad without fully repaying the outstanding Sanctioned Loan then outstanding, together with Interest and other dues and charges.
  - (vii) Not use the Sanctioned Loan for any purpose other than the purpose permitted in the Key Fact Statement and in particular shall not use them for (a) any investments in capital markets, which includes stocks, bonds, and other financial securities (b) purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of exchange traded funds (ETF) and units of gold mutual fund or (c) any speculative investments or speculative purpose or (d) for any activity which is illegal or prohibited by law or in respect of which the use of loan funds is restricted by law.
  - (viii) Provide security, if any, as specified in Financing Documents or as may be required by DMI in case of any change in credit worthiness of any Borrower (as determined by DMI).
  - (ix) Ensure deposit of salary and / or business proceeds in the account from which Mandate has been issued to DMI.
  - (x) Comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002.
  - (xi) Utilise the Sanctioned Loan only for the Purpose.
  - (xii) Since the Application is an agreed mode of communication with the Borrower for the status of the Sanctioned Loan, repayment date, reminders etc. , the Borrower shall not delete or remove the Application from the Product or undertake any such actions which may hamper/restrict/disable/modify the operation of the Application..
- 5.2 The Product shall stand hypothecated in favour of DMI immediately on disbursement of the Sanction and the Borrower undertakes to execute all necessary documents for creation of such hypothecation.
- 5.3 The Borrower represents and warrants to DMI as under:
- (i) All the information provided by Borrower in the Loan Application and any other document, whether or not relevant for ascertaining the credit worthiness of the Borrower, is true and correct and not misleading in any manner;
  - (ii) The Borrower is capable of and entitled under all applicable laws to execute and perform the Financing Documents and the transactions thereunder;
  - (iii) The Borrower is above 18 years of age and the Financing Documents are legal, valid and binding obligations on him/her, enforceable against him/her in accordance with its terms;
  - (iv) The Borrower declares that he/ she is not prohibited by any law from availing this Sanctioned Facility / Sanctioned Loan;
  - (v) The Borrower declares that he/she understands and has consented to avail the Sanctioned Facility / Sanctioned Loan as per the Key Fact Statement and the Financing Documents out his/her free will and without any coercion/influence/pressure from a third party.
  - (vi) No event has occurred which shall prejudicially affect the interest of DMI or affect the financial conditions of Borrower or affect his/her liability to perform all or any of their obligations under the Financing Documents;
  - (vii) Borrower is not in default of payment of any taxes or government dues;
  - (viii) The Borrower will do all acts, deeds and things, as required by DMI to give effect to the terms of the Financing Documents;
  - (ix) That there are no bankruptcy or insolvency proceedings against the Borrower.
  - (x) In case of purchase of any IT and Digital Appliances through the Sanctioned Facility, the Borrower understands and acknowledges that customer support engineer, installation/setup engineer must be allowed to visit Product installation location and use own hotspot in case of no internet or given remote



- access to install application/service, including SmartThings Application on the customer's personal Mobile Device.
- (xi) In case of purchase of any Smart Television through the Sanctioned Facility, the Borrower understands and acknowledges that customer support engineer, installation/setup engineer must be allowed to visit TV installation location and use own hotspot in case of no internet or given remote access to install Smart TV application (Samsung Smart Upgrade) while accepting Smart TV T&Cs by user or engineer on behalf of Borrower. This is applicable to new purchase or repair of Smart TV purchased with Smart TV application (Samsung Smart Upgrade)
- 5.4 The Borrower acknowledges that he/ she / it has read DMI Privacy Policy, has given its/ her/ his consent to the same. The Borrower acknowledges and gives his/her/ its consent to DMI to use, store and process the information provided by the Borrower or otherwise procured by DMI in accordance with the consent for the purposes and in the manner detailed in DMI's Privacy Policy, including without limitation for the purposes of providing and monitoring the Sanctioned Loan, its repayment and compliance with the terms of the Financing Documents, and for DMI's business requirements as detailed in the Privacy Policy. The Borrower understands and agrees that DMI may, subject to applicable law, disclose such information to its contractors, agents and any other third parties on a need based basis or as provided in DMI Privacy Policy or as may be required pursuant to any statutory / regulatory requirement.
- 5.5 The Borrower also agrees, undertakes and covenants as below:
- (i) Borrower shall not be entitled to any increase in the Sanctioned Loan by reason of any increase in the purchase price of any Product. However, in the event of any decrease in the purchase price, DMI may in its discretion reduce the principal amount of the Sanctioned Loan;
- (ii) The Vendor shall be exclusively responsible for delivery of the Product and DMI shall not be liable for any delay in delivery or non-delivery of the Product and/or with respect to the quality, condition, fitness, suitability or otherwise whatsoever of the said Product;
- (iii) Any warranty purchased on the Product is a third party service provided by the manufacturer of the Product and DMI is not liable for such warranty;
- (iv) In the case Product cancellation, DMI will treat the relevant Sanctioned Loan repaid only if the Vendor refunds the amount to DMI upon compliance by the Borrower with the refund policy of the Vendor. In case of such refund, DMI shall refund the EPI, if any, paid by the Borrower, less Interest if any for the period between purchase and refund, and treat the Sanctioned Loan as fully discharged. The processing fees will not be reimbursed ;
- (v) The Borrower shall not part possession or ownership of the Product or create any third party rights thereon without consent of DMI;
- (vi) DMI shall have first and exclusive charge on the Product.
- 5.6 BORROWER AGREES AND ACKNOWLEDGES THAT SAMSUNG SHALL NOT BE LIABLE AND/OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY DISPUTES, COMPLAINTS, GRIEVANCES, CLAIMS, ETC., IN RESPECT OF THE SANCTIONED FACILITY. DMI UNDERTAKES AND DECLARES THAT ANY DISPUTES, COMPLAINTS, GRIEVANCES, CLAIMS, ETC., IN RESPECT OF THE SANCTIONED LOAN SHALL BE ADDRESSED AND/OR SETTLED BY DMI, WITHOUT ANY RECOURSE TO SAMSUNG.
- 6. EVENTS OF DEFAULT**
- 6.1 The following acts/events, shall each constitute an "Event of Default" by the Borrower for the purposes of each Sanctioned Facility / Sanctioned Loan:
- (i) The Borrower fails to make payment of any Borrower's Dues on Due Date;
- (ii) Breach of any terms, covenants, representation, warranty, declaration or confirmation under the Financing Documents;
- (iii) Any fraud or misrepresentation or concealment of material information by Borrower which could have affected decision of DMI to grant the Sanctioned Facility or any Sanctioned Loan;
- (iv) Death, lunacy or any other permanent disability of the Borrower;
- (v) Borrower utilizes the Sanctioned Loan / Sanctioned Facility for any purpose other than the Purpose or breaches the end use restrictions set out in the Financing Documents;
- (vi) Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of DMI could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy/liquidation/ insolvency of the Borrower or attachment / restraint of any of its assets.
- 6.2 The decision of DMI as to whether or not an Event of Default has occurred shall be binding upon the Borrower.
- 7. CONSEQUENCES OF DEFAULT**
- 7.1 Upon occurrence of any of the Events of Default and at any time thereafter, DMI shall have the right, but not the obligation to stop all disbursements against any Sanctioned Loan / Sanctioned Facility, declare all sums outstanding in respect of the Sanctioned Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 15 (fifteen) days thereof, DMI may at its sole discretion exercise any other right or remedy which may be available to DMI under any applicable law, including seeking any injunctive relief or attachment against the Borrower or their assets. Notwithstanding the aforesaid, in the event of the Borrower failing to make the payment of the Borrower's Dues within 90 (ninety) days from the Due Date of such payment, DMI shall, inter alia, have the right to classify the same as a non-performing asset (NPA) and report it accordingly to the credit bureaus.
- 7.2 Upon occurrence of any of the Events of Default and at any time thereafter, DMI shall also have the unconditional right to take possession of the Product in accordance with the process prescribed under applicable law, including after giving reasonable notice to the Borrower prior to taking possession, and the Borrower will not obstruct or prevent the same to affect DMI's ability to enforce its rights / security interest in respect of the Product. DMI will be entitled to sell, give on hire, or otherwise deal with the Product by public or private auction or private sale, without being liable for any loss, and to apply the net proceeds there of firstly towards the satisfaction of all costs incurred in respect of taking possession or such sale, and or deduct secondly towards payment of the balance of the Interest and other sums payable by the Borrower to DMI and then towards the outstanding principal amount of the Sanctioned Loan and if there is any surplus, after adjustment and payment of all taxes charges etc. on the transaction , DMI shall pay such surplus amount to the Borrower(s). However, if there is any deficit, the same to be made good by the Borrower and the possession or sale of the Product by DMI shall not discharge the Borrower from its obligation to make payment of any amount remaining outstanding. However, DMI will handover the Product to the Borrower in the event all dues are paid to DMI's satisfaction prior to completion of the sale of the Product.
- 7.3 The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of DMI remedies.
- 8. DISCLOSURES**
- 8.1 The Borrower acknowledges and authorizes DMI to disclose all information and data relating to Borrower, Sanctioned Loan, default if any, committed by Borrower to such third parties/ agencies as DMI may deem appropriate and necessary to disclose for exercise of its rights and remedies in respect of the Sanctioned Loan and/or as authorized by RBI, including TransUnion CIBIL Limited ("CIBIL"). The Borrower also acknowledges and authorizes such information to be used, processed by DMI / third parties/ CIBIL / RBI as they may deem fit and in accordance with applicable laws. Further in Event of Default,



DMI and such agencies shall have an unqualified right to disclose or publish the name of the Borrower /or its directors/ partners/co-applicants, as applicable, as 'defaulters' in such manner and through such medium as DMI / CIBIL/ RBI/ other authorized agency in their absolute discretion may think fit, including in newspapers, magazines and social media.

- 8.2 The Borrower shall not hold DMI responsible for sharing and/or disclosing the information now or in future and also for any consequences suffered by the Borrower and/or other by reason thereof. The provisions of this clause 8 shall survive termination of the Financing Documents and the repayment of the Borrower's Dues.
9. **Electronic Media**
- 9.1 The Borrower hereby confirms, acknowledges and agrees that the online acceptance of these T&C including any changes hereto through the website or such other internet or web based means results in a binding contract between the Parties.
- 9.2 The Borrower is aware that transmission of these T&C, other terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality for which DMI will not be liable.
10. **MISCELLANEOUS**
- 10.1 The entries made in records of DMI shall be conclusive evidence of existence and of the amount Borrower's Dues and any statement of dues furnished by DMI shall be accepted by and be binding on the Borrower.
- 10.2 Borrower's liability for repayment of the Borrower's Dues shall, in case where more than one Borrower have jointly applied for any Sanctioned Facility, be joint and several.
- 10.3 Borrower shall execute all documents and amendments and shall co-operate with DMI as required by DMI (i) to comply with any RBI guidelines / directives or (ii) for giving DMI full benefit of rights under the Financing Documents. Without prejudice to the aforesaid the Borrower hereby irrevocably consents that on its failure to do so, such changes shall be deemed to be incorporated in the Financing Documents and shall be binding on the Borrower.
- 10.4 Notwithstanding any suspension or termination of any Sanctioned Loan, all right and remedies of DMI as per Financing Documents shall continue to survive until the receipt by DMI of the Borrower's Dues in full.
- 10.5 The Borrower expressly recognizes and accepts that DMI shall without prejudice to its rights to perform such activities itself or through its office employees be entitled and has full power and authority so to appoint one or more third parties (hereinafter referred to as "**Service Providers**") as DMI may select and to delegate to such party all or any of its functions, rights and power under Financing Documents relating to the sourcing, identity and verification of information pertaining to the Borrower, administration, monitoring of the Sanctioned Loan and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting Borrower, receiving Cash/Cheques/Drafts/ Mandates from the Borrower in favour of DMI. The Service Provider can also be appointed by the Lender as the recovery / collection agent for any outstanding amounts due from the Borrower and details of such recovery agent shall be provided in the Key Fact Statement or intimated to the Borrower in writing as and when changed or updated by DMI.
- 10.6 The Borrower acknowledges that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him / her and DMI and not in respect of any service rendered/to be rendered by DMI. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder. The Borrower hereby authorizes DMI to verify all information and documents including, income proof documents, residence documents, address proof documents, identity documents and other such documents containing personal and financial information as are submitted by them for obtaining any Sanctioned Loan and that they also consent to subsequent retention of the same by DMI.



- 10.7 The Borrower acknowledges and authorizes DMI to procure Borrower's PAN No./copy of Pan Card, other identity proof and Bank Account details, from time to time and to also generate / obtain CIBIL, Experian, Hunter reports and such other reports as and when DMI may deem fit. The Borrower also hereby gives consent and authorizes DMI to undertake its KYC verification by Aadhar e-KYC or otherwise and undertake all such actions as may be required on its behalf or otherwise to duly complete the process of such verification including by way of Aadhar e-KYC and share such information with any authority and store such information in a manner it deems fit.
- 10.8 In the event of any disagreement or dispute between DMI and the Borrower regarding the materiality of any matter including of any event occurrence, circumstance, change, fact information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of DMI as to the materiality of any of the foregoing shall be final and binding on the Borrower.

**10. SEVERABILITY**

The Borrower acknowledges that each of his/her obligations under these Financing Documents is independent and severable from the rest.

**11. GOVERNING LAW AND JURISDICTION**

- 11.1 All Sanctioned Loans and the Financing Documents shall be governed by and construed in accordance with the laws of India.
- 11.2 All disputes, differences and / or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under this Agreement shall be decided by sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996 ("the Arbitration Act"). The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English. The place of arbitration shall be Delhi and proceeding shall be under fast track procedure as laid down in Section 29(B) of the Act. The awards including interim awards of the arbitration shall be final and binding on all parties concerned. The arbitrator may pass the award without stating any reasons in such award.
- 11.3 Further, the present clause shall survive the termination of Financing Documents. The Courts at Delhi, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Delhi, India) over any or all disputes arising out of the Financing Documents.

**12. NOTICES**

- 12.1 Any notice to be given to the Borrower in respect of Financing Documents shall be deemed to have been validly given if served on the Borrower or sent by registered post to or left at the address of the Borrower existing or last known business or private address. Any such notice sent by registered post shall be deemed to have been received by the Borrower within 48 hours from the time of its posting. Any notice to DMI shall be deemed to have been valid only if received by DMI at its above stated address.
- 12.2 For any grievances that the Borrower may have in relation to the Sanctioned Facility, it may contact the Lender through the details mentioned in the Key Fact Statement.

**13. ASSIGNMENT**

- a. The Borrower shall not be entitled to jointly or severally transfer or assign all or any of their right or obligation or duties under the Financing Documents to any person directly or indirectly or create any third party interest in favour of any person without the prior written consent of DMI.
- b. DMI shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, right, obligation, duties and / or liabilities under Financing Documents, without the prior written consent of, or intimation to the Borrower in such manner and such terms as DMI may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under the Financing Documents to such assignee or transferor. In such event, the Borrower shall substitute the remaining Mandate in favour of the transferee/ assignee if called upon to do so by DMI.

**14. INDEMNITY**

The Borrower shall hold indemnified and defend DMI, its employees, representatives and consultants harmless from time to time and at all times against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) as a result of or arising out of any failure by the Borrower to observe or perform any of the terms and conditions and obligations contained in the Financing Documents or Event of Default or the exercise of any of the rights by DMI under the Financing Documents, including for any enforcement of security or recovery of Borrower's Dues.

**15. ASSET CLASSIFICATION**

DMI Finance Private Limited ("DMI") wishes to notify all the customers that, pursuant to **Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications dated November 12, 2021 issued by Reserve Bank of India ("RBI")**, the Company shall recognize incipient stress in borrower accounts, immediately on default, by classifying them as **Special Mention Accounts ("SMA")** as per below mentioned basis of classification;

"Date of overdue" means date on which Borrower accounts shall be flagged as overdue as part of the day end process.

**Example:** If the due date of loan account is 15-Mar-22 of the month and the full dues are not received before the Company runs the day-end process for this date, the borrower will be classified as under -

EPI Due date	15-Mar-22	Days Past Due (DPD)	-
EPI overdue	15-Mar-22	0-30	SMA0
EPI remains overdue (not received till day end process)	14-Apr-22	31-60	SMA1
EPI remains overdue	14-May-22	61-90	SMA2
EPI remains overdue	13-Jun-22	91 and above	NPA

***The loan accounts classified as NPAs may be upgraded as 'Standard' asset only if entire arrears of interest and principal are paid by the borrower.***



**Example:**

Particulars	Scenario 1*	Scenario 2
Loan Classification	NPA	NPA
EPI Amount	5,000	5,000
Overdue EPI	15,000	15,000
Payment Received	5,000	15,000
Balance Overdue EPI	10,000	-
Loan Classification	The borrower will continue to be reported as NPA till the entire overdue amount is paid	Standard

*\*In reference to RBI circular no. RBI/2021-2022/158 DOR.STR.REC.85/21.04.048/2021-22 dated Feb 15, 2022, the Scenario 1 (classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid ) will be applicable from Oct 01, 2022.*

**Note:**

- i. The reporting of NPA accounts will now be done on daily basis.
- ii. In case of Borrowers having more than one loan from DMI, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the loans.
- iii. The classification of an account as an NPA can have a corresponding effect on the credit scores maintained by the credit bureaus. DMI, therefore, urges all Borrowers to make their EPI payments as per the Due Date mentioned in the loan repayment schedule. This enables an improvement in the credit score, avoidance of penalties, and improved eligibility for a top-up loan/offer.

**16. We encourage all the Borrowers to log in to the <https://portal.dmifinance.in/> to pay the EPIs.**

**Acceptance:**

**I / We am / are aware that DMI shall agree to provide the Sanctioned Loan only after satisfying itself with regard to all conditions and details filled by me / us in the Financing Documents in consonance with DMI policy. I / We agree that these T&C shall become legally binding on DMI signing it digitally or on the date of first disbursement of the Sanctioned Loan, whichever is earlier.**

I AGREE AND ACKNOWLEDGE THAT SAMSUNG SHALL NOT BE LIABLE AND/OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY DISPUTES, COMPLAINTS, GRIEVANCES, CLAIMS, ETC., IN RELATION TO THE SANCTIONED FACILITY. ANY DISPUTES, COMPLAINTS, GRIEVANCES, CLAIMS, ETC., IN RELATION TO THE SANCTIONED LOAN SHALL BE ADDRESSED AND/OR SETTLED BY DMI.

I HEREBY HYPOTHECATE THE PRODUCT AS A CONTINUING SECURITY IN FAVOUR OF DMI FOR SECURING ALL BORROWER DUES IN RESPECT OF THE SANCTIONED LOAN.

I ALSO DECLARE THAT I SHALL NOT USE THE SANCTIONED LOAN FOR ANY PURPOSE OTHER THAN THE PURPOSE PERMITTED IN THE KEY FACT STATEMENT AND IN PARTICULAR SHALL NOT USE THEM FOR (A) ANY INVESTMENTS IN CAPITAL MARKETS, WHICH INCLUDES STOCKS, BONDS, AND OTHER FINANCIAL SECURITIES (B) PURCHASE OF GOLD IN ANY FORM INCLUDING PRIMARY GOLD, GOLD BULLION, GOLD JEWELLERY, GOLD COINS, UNITS OF EXCHANGE TRADED FUNDS (ETF) AND UNITS OF GOLD MUTUAL FUND OR (C) ANY SPECULATIVE INVESTMENTS OR SPECULATIVE PURPOSE OR (D) FOR ANY ACTIVITY WHICH IS ILLEGAL OR PROHIBITED BY LAW OR IN RESPECT OF WHICH THE USE OF LOAN FUNDS IS RESTRICTED BY LAW .

BY SIGNING OR BY CLICKING "I ACCEPT"/E-SIGNING, THE BORROWER ELECTRONICALLY SIGNS THESE T&C, THE TERMS OF SERVICE ("TOS") AND PRIVACY POLICY ("PP") RELATED TO THE MOBILE APPLICATION / SMART TV / SMART THINGS OR ANY OTHER APPLICATION AND SERVICES (ANNEXED TO THESE T&C AS ANNEXURE D AND ANNEXURE E RESPECTIVELY) AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS. THE BORROWER'S ACCEPTANCE OF THESE T&C ALONG WITH THE TOS AND THE PP SHALL CONSTITUTE: (I) THE BORROWER'S AGREEMENT TO IRREVOCABLY ACCEPT AND TO BE UNCONDITIONALLY BOUND BY ALL THE TERMS AND CONDITIONS SET OUT IN THESE T&C; AND (II) THE BORROWER'S ACKNOWLEDGEMENT AND CONFIRMATION THAT THESE T&C (ALONG WITH THE FINANCING DOCUMENTS) HAVE BEEN DULY READ AND FULLY UNDERSTOOD BY THE BORROWER.