

[Draft]

TERMS AND CONDITIONS (for Signature Club Site)

These Terms and Conditions (“**Terms**”) govern access or use by you (“**user**”, “**you**”, “**your**”) of the Aditya Birla Housing Finance Limited (ABHFL) *Signature Club* Platform (defined below) provided by Aditya Birla Housing Finance Limited (“**ABHFL**”), a company established under the laws of India, having its registered office at Indian Rayon Compound, Veraval, Gujarat – 362 266. Please read these Terms carefully before accessing or using the Platform or availing any Offerings from any Merchants. These Terms also include our privacy policy, available at [homefinance.adityabirlacapital.com/terms-and-conditions] (“**Privacy Policy**”) and any Additional Terms and Conditions.

Your access and use of this Platform and the Offerings constitute your agreement to be bound by these Terms, and the ABHFL Terms and Conditions [homefinance.adityabirlacapital.com/terms-and-conditions], which establishes a contractual relationship between you and ABHFL. If you do not agree to these Terms, you may not access or use the Platform. For the purpose of clarity, this document is an electronic record in terms of the Information Technology Act, 2000 (“**IT Act**”) amendments thereof from time to time and the rules made thereunder as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act.

1. Definitions

- 1.1. “**ABHFL Terms and Conditions**”: shall mean the Terms and Conditions available on the ABHFL Website at homefinance.adityabirlacapital.com/terms-and-conditions
- 1.2. “**Additional Terms and Conditions**”: shall mean any guidelines, additional terms, policies, or disclaimers made available or issued by ABHFL, any third party or Affiliate from time to time.
- 1.3. “**Applicable Law(s)**”: means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permit, licences, approvals, consents, authorisations, government approvals, directives, guidelines, requirements, or other governmental restrictions, or any similar form of a decision of, or determination by, or any interpretation, policy or administration, having the force of the law of any of the foregoing, by any Authority, whether in effect as on the date of you agreeing to be bound by these Terms or at any time thereafter.
- 1.4. “**Authority**” shall mean any judicial, quasi-judicial, governmental authority, statutory authority, regulatory authority, government department, agency, commission, board, rule or regulation-making entity or authority having or purporting to have jurisdiction over you or us, or other subdivision thereof to the extent that the rules, regulations, standards, requirements, procedures, or orders of such authority, body, or organisation have the force of any Applicable Law or any court or tribunal having jurisdiction, including but not limited to the Reserve Bank of India, Insurance Regulatory and Development Authority of India, Pension Fund Regulatory and Development Authority, Securities and Exchange Board of India, and Association of Mutual Funds in India.
- 1.5. “**Customer**”: shall mean the existing customers of ABHFL.
- 1.6. “**Merchant(s)**”: shall mean any third-party merchants and service providers
- 1.7. “**Offerings**”: shall mean the products, offerings and/or services of any Merchant(s).
- 1.8. “**Offers**”: shall mean any offers, discounts, promotions available on the Offerings.
- 1.9. “**Site**”/ “**Platform**”: shall mean the ABHFL *Signature Club* Website.

2. Eligibility

By accepting these Terms, you represent and warrant that (a) you have full legal capacity, right and authority to agree to and be bound by these Terms, (b) you are at least 18 (eighteen) years of age or older, (c) you are an Indian resident, (e) you are not barred or otherwise legally prohibited from accessing the Offerings and (f) you are not and will not impersonate any person, entity or falsely state or otherwise misrepresent such person's or entity's identity.

3. Platform and Offerings

- 3.1 **Aditya Birla Housing Finance Limited (ABHFL) Signature Club** is a Platform that merely displays Offers by the above Merchants ("**Merchants**") on their Offerings, extended to the Customers of ABHFL ("**Customers**"). The information available on this Platform may include Offers, content, documents and information owned by, licensed to or otherwise made available by a Merchant, and may also include links to the Offerings or the sites of the respective Merchant.
- 3.2 Please note that in displaying any such information, ABHFL/ ABHFL *Signature Club* does not act in any representative capacity for these Merchants and is in no way an express or implied agent or representative of the listed Merchants.
- 3.3 You understand and acknowledge that the Offerings are the responsibility of the Merchants that render such Offering(s), and your use of such Offerings or Merchant websites is solely at your own risk.
- 3.4 The Offerings of Merchants may also be available at other stores or online platforms. The Customer's discretion is advised in this regard. Customers are advised to reach out to the Merchants for any description or clarifications in relation to the products, services and Offerings of the Merchant, directly.
- 3.5 Offers and discounts provided by the Merchants on their Offerings are given at the sole discretion of the Merchant and irrespective of what is stated on this Site, Merchant may withdraw the offers or discounts and may decide to not provide the Offerings to the Customers of ABHFL. ABHFL shall not be responsible for ensuring that the Merchants provide the Offerings as mentioned on the Site.

4. Intellectual Property Rights

- 4.1 All rights, title, and interest in and to the Platform, including text, graphics, software, photographs and other images, videos, sounds, trademarks, and service marks are owned by or otherwise licensed to us.
- 4.2 The contents of the Site may not be copied, recopied, reproduced, or otherwise redistributed. Customers should not copy, display, download, distribute, modify, reproduce, republish, or retransmit any information, text, or documents contained on this Site or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, texts or documents, without ABHFL's express written consent or as otherwise permitted in these Terms.

4.3 Nothing in these Terms should be construed as conferring any right in or license to ABHFL's or any third party's intellectual property rights.

5. Prohibited Conduct

5.1 Customers shall not use this Site in any manner except as expressly permitted in these Terms.

Without limiting the generality of the preceding sentence, you may not:

- a. infringe, violate, or misappropriate any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
- b. except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from, or license the Site;
- c. use the Site to transmit any data or send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- d. use any robot, spider, other automated device, or manual process to monitor or copy the Site or any portion thereof;
- e. engage in the systematic retrieval of content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory;
- f. act in an abusive or threatening manner;
- g. upload or transmit information or content that is harmful to children or that impersonates another person, or deceive or mislead any addressee about the origin of a message, or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Indian government, is identified as fake or false or misleading by the fact check unit of the Indian government;
- h. use the Site in any unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
- i. reverse engineer, decompile, or disassemble the Site;
- j. take any action that may adversely affect the Site; or
- k. violate Applicable Laws in any manner.

6. Disclaimer

6.1. ABHFL does not warrant that any information contained on this site is accurate, adequate, valid, reliable, available, correct, complete or up-to-date and hereby disclaims any and all liability, whether present or future, to any person for any actual or threatened loss or damage caused to any person, whether direct or indirect.

6.2. ABHFL neither guarantees nor makes any representation or warranty of any kind with respect to the offers made by the Merchants and with respect to the quality or standards of the Offerings or of any other products or services of the Merchants.

6.3. ABHFL is not soliciting or promoting or marketing and is not responsible for selling/ rendering any of the Offerings of the Merchants. The responsibility for the selling/ rendering /

distributing any products, Offerings and services, along with the responsibility for their quality lies solely with the respective Merchants without any liability of ABHFL.

- 6.4. The use of the Site is at the Customer's sole risk. You hereby accept full responsibility for any consequences that may arise from your use of the Site, or any third-party websites or platforms, and expressly agree and acknowledge that ABHFL shall have absolutely no liability with respect to the same.
- 6.5. Any disputes, concerns or claims in relation to any products and services on this Site including the Offering given by the Merchants shall be solely dealt with by the Customers with the Merchants without involving ABHFL in any manner whatsoever.

7. Third Party Rights

No third party shall have any rights to enforce any Terms contained herein.

8. Modifications

ABHFL reserves the right at any time to modify these Terms and to add new or additional terms or conditions on the use of Site and shall endeavor to provide reasonable notice of the same to the Customer.