

ePayLater Terms

The following terms and conditions (“**ePayLater Terms**”) will apply to any transactions wherein you, (“**Customer**” or “**you**”) have opted for ePayLater or pay later (the “**ePayLater Option**”) facility offered by Cheeni Labs Private Limited (“**Merchant**” or “**we**”) on komparify.com or on the mobile application software (“collectively referred to as the “**Portal**”)

- (i) At the request of the Customer by selecting the ePayLater Option, the Merchant, agrees to provide to the Customer an option to pay later for purchases made by the Customer on the Portal.
- (ii) The total value of the products and services (collectively, “**Products**”) purchased by you on the Portal using this ePayLater Option and the applicable taxes will be the invoice amount (“**Invoice Amount**”) payable by you.
- (iii) The date on which the Merchant has confirmed the sale of the Products to you is deemed to be the date of transaction (“**Transaction Date**”).
- (iv) You are required to repay the Invoice Amount at any time within fourteen (14) calendar days from the Transaction Date (“**Payment Date**”).
- (v) In case of cancellation, either partial or full, of the purchase of the Products you will be issued a revised invoice amount reflecting the revised amount payable and which amount shall remain due on the Payment Date.
- (vi) No interest shall be charged on the Invoice Amount, provided the same is repaid in full on or before the Payment Date.
- (vii) If you fail to repay the Invoice Amount in full on or before the Payment Date, you shall be in **DEFAULT** and liable to pay a default interest at the rate of 36% per annum on the outstanding Invoice Amount. The Invoice Amount together with interest and such other costs, charges and taxes and any additional fees, as may be applicable, are collectively referred to as “**Amount Dues**”. The default interest shall be calculated pro rata on a daily basis (assuming a 365 day year) on the Invoice Amount. You are also liable to reimburse all costs incurred in recovery of the Amount Dues from You, which shall form part of the Amount Dues.
- (viii) In the event, the Customer fails to repay the Amount Dues despite multiple reminders, the Merchant reserves the right to suspend the account of the Customer and blacklist the Customer from accessing any of its services on the Portal.
- (ix) We reserve the right to assign and transfer the Amount Dues and all our rights and benefits under these ePayLater Terms to any person, including, but not limited to, banks, NBFCs and/or financial institutions or any other legal entity (“**Assignee**”), as deemed appropriate by the Merchant in its discretion and to disclose to such Assignee all such information (including your Personal Data, as defined further below) as we may deem appropriate. Upon such assignment, the Assignee shall step into the place of the Merchant in these ePayLater Terms and shall be fully entitled to all rights and benefits of the Merchant under these ePayLater Terms and applicable laws. Upon any such assignments (including assignments by the Assignee), all references in these ePayLater Terms to the Merchant shall mean a reference to the Assignee.
- (x) The Merchant has authorized Arthashastra Fintech. Pvt. Ltd., Mumbai (“**AFPL**” or “**ePayLater**”) to engage in collection services relating to the Amount Dues from you as per the ePayLater Terms. AFPL shall provide to the Customer the payment instructions through email and SMS subsequent to Customer accepting the ePayLater Terms and successfully concluding the transaction on the Portal.
- (xi) Notwithstanding the mode and manner of payment of the Amount Dues as notified to you in accordance with clauses (iv) or (vi) above, you shall continue to remain at all times liable and responsible for ensuring the payment of the Amount Dues and all other monies in respect thereof to the Merchant / Assignee on or before the relevant Payment Date without any further notice/intimation/reminder being given by the Merchant / Assignee and all such amounts payable by you to the Merchant / Assignee shall be paid, at such place/s as the Merchant / Assignee may specify, without any deductions whatsoever so as to enable the Merchant / Assignee to fully realise the Amount Dues on or before the Payment Date.
- (xii) In the event of non-payment of the Amount Dues in full on or before the Payment Date, the Merchant shall be entitled, at the sole risk and cost of the Customer, to engage one or, more person(s) to collect the Amount Dues (or any part thereof) and the Merchant may (for such

purposes) furnish to such person(s) such information, facts and figures (including your Personal Data) pertaining to you as it deems fit. The Merchant may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, for the purposes of recovering the Amount Dues as it deems fit.

- (xiii) You agree not to hold the Merchant responsible for, or liable for, any actions, claims, demands, losses, damages, costs, charges, expenses, which you or anyone claiming through you may suffer, sustain or incur by reason of your availing the ePayLater Option.
- (xiv) You hereby provide your consent to the Merchant, and any third parties engaged from time to time by the Merchant for verifying the Customer's credit history and /or recovery of the Amount Dues, to access your credit history and credit records from time to time as maintained by any credit information company.
- (xv) You hereby agree that in the event of delay in the repayment of the Amount Dues for a period of 30 days from the Payment Date ("**Overdue Date**"), the Merchant may disclose or publish your name as a defaulter in such manner as may be prescribed /permitted. The Merchant shall also have the right to share any information pertaining to you with CIBIL or any other credit information company if you have not made the payment of the Amount Dues on the Overdue Date.
- (xvi) The entries made in the accounts / account books / records of the Merchant maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of the Merchant with respect to the Amount Dues, shall be final and binding on the Customer. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Customer as therein recorded in respect of the Amount Dues.
- (xvii) All notices or other communications under or in connection with the Amount Dues if to the Customer shall be in English language and sent via email to the email address (and messages and calls to the telephone and mobile numbers) provided by the Customer on the Portal while purchasing the Products from, or registering on, the Portal. All notices or communications under or in connection with the Amount Dues, if to the Merchant, shall be given in writing and, unless otherwise stated may be made by email, letter or facsimile to the address / email id notified by the Merchant from time to time. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to the Merchant shall be effective unless actually received and acknowledged by the Merchant.
- (xviii) You shall not be entitled to assign or transfer all or any of your rights, benefits or obligations under the ePayLater Terms without the prior written approval of the Merchant.
- (xix) Any provision of these ePayLater Terms, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the ePayLater Terms or affect such provision in any other jurisdiction.
- (xx) No delay in exercising or omission to exercise any right, power or remedy accruing to the Merchant upon any default or otherwise under these ePayLater Terms shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Merchant in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Merchant in respect of any other default.
- (xxi) These ePayLater Terms are to be read in conjunction with, and not in derogation of, the Merchant's other terms & conditions relating to for the sale of Products on the Portal as displayed on the Portal (collectively the "**Sale Terms**") including but not limited to the terms of cancellation, refund, fulfillment of Products, non-availability of stock etc. and nothing contained herein shall prejudice or affect the Sale Terms. You understand and acknowledge that the Sale Terms shall mutatis mutandis apply to the ePayLater Option. In the event of any conflict between the Sale Terms and these ePayLater Terms, these ePayLater Terms shall take precedence in relation to the payment of the Amount Dues and the terms and conditions governing the Amount Dues. Any refund payable for the Products purchased shall be subject to the rights of the Merchant as provided in the Sale Terms.

- (xxii) You agree and acknowledge that the Merchant will be in possession of any data provided by you (including name, email-id, address, contact details etc.) to avail the ePayLater Option (“**Personal Data**”). You further provide consent to the Merchant / Assignee for sharing such personal Data with third parties for certain purposes such as statistical analysis, sharing with credit information companies, developing and improving the credit service products offered by the Merchant; to audit, verify and update its records of the Customer; to assess lending risks; to identify, prevent, detect or tackle fraud, money laundering and other crime; to carry out regulatory checks; to inform the Customer about the details of the credit services availed by them; and for general market research and marketing campaigns.
- (xxiii) The Personal Data will be kept confidential and only be used for the purposes provided in these ePayLater Terms. You further understand and agree that Personal Data may be transferred to other countries for storage, processing and use by the Merchant, its affiliates, and/or their service providers in accordance with applicable law.
- (xxiv) Only Customers who are competent to contract are eligible to enter into / accept these ePayLater Terms and avail of the credit. In the event, the Customer provides incorrect information about himself/herself, the Merchant reserves the right to cancel this ePayLater Option to such Customer.
- (xxv) All disputes, if any, arising out of or in connection with or as a result of this ePayLater Option or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent Courts/Tribunals in Mumbai only.
- (xxvi) By using the Portal and checking the “I have read, understood and accepted the Terms and Conditions” checkbox on the Portal, the Customer agrees, undertakes and confirm:
- that all of the information (including Personal Data) entered / filled in by the Customer on the Portal for purchasing the Products and/or availing the ePayLater Option from the Merchant is true and correct in all respects.
 - that he has read and agreed to the Sale Terms and the ePayLater Terms and that these ePayLater Terms are to be read in conjunction with the said Sale Terms.
 - to provide such proof of identity and/or address to the Merchant as may be requested by the Merchant from time to time.
 - not to authorize others to use his/her account, or disclose his/her account details to any third party;
 - not to assign or otherwise transfer his/her account to any third person or legal entity or permit any third person or legal entity to use his/her account.
 - that You have provided your consent to receive transaction related information from the Merchant or Arthashastra Fintech Private Limited via telephone or SMS;

The ePayLater Terms are an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and Rules made thereunder and the amended provisions pertaining to electronic documents/records in various statutes as amended by the Information Technology Act, 2000. These ePayLater Terms do not require any physical, electronic or digital signature. You acknowledge and agree that you shall be deemed to have read, understood and accepted these ePayLater Terms upon your checking the “I have read, understood and accepted the Terms and Conditions” checkbox at the time of placing the order.