

## FLY HI FINANCIAL SERVICES LIMITED MOST IMPORTANT TERMS AND CONDITIONS (MITC)

The Most Important Terms and Conditions ("the MITC") for the loan agreed to between Applicant(s)/ Co-applicant(s) (hereinafter individually and/or collectively referred as "the Borrower") and Fly Hi Financial Services Limited (hereinafter referred as "the Lender" or "Company" or "Flyhi Finance") are mentioned below and are to be read and understood in conjunction with the terms contained in the Loan Documents.

The MITC mentioned here are merely indicative and not exhaustive. The Loan shall be governed by the Loan Documents. In the event of a contradiction between the terms and conditions set out herein below and the Loan Documents, the terms and conditions of the Loan Documents shall prevail.

Fly Hi Financial Services Limited is committed to dealing with all customers fairly, transparently, and in accordance with RBI's Fair Practices Code. This MITC (Most Important Terms and Conditions) is part of our customer disclosure practice and should be read alongside our ***Fair Practices Code and Grievance Redressal Policy***.

### 1. Loan:

The loan amount, rate of interest, tenure etc. are based on various factors such as eligibility, repayment capacity, various risks, track record, employment/Work history, credit score etc. and hence shall vary for each individual loan and is based on internal policies of the Company and shall be set as set out under the Sanction Letter. The sanction and disbursement of the Loan is at the sole discretion of the Company.

**Rate of Interest** – The rate of interest will be based on the cost of borrowed funds, matching tenor cost, market liquidity, RBI policies on credit flow, offerings by competition, market reputation, cost of disbursements, cost of capital required, inherent credit and default risk in the products and the profile of the customers, industry trends, ancillary business opportunities, future potential, group strength, overall customer yield, nature and value of primary and collateral securities, past repayment track record of the customers, external ratings of the customers etc. The rate of interest may be different for different customers depending upon an evaluation of the factors listed above.

Prior to loan execution, the Company shall disclose key loan details to the customer, including the loan amount, tenure, rate of interest (ROI), processing fee, and indicative EMI.

The complete **Key Facts Statement (KFS)** shall be provided to the customer Post loan sanction and prior to initiating any KYC or documentation process, in accordance with RBI guidelines on Key Facts Statement (KFS) and the same shall be communicated to you through Letter, e-mail, and SMS shall be displayed on the Company's website

Every loan application, once completed in all respects, shall be duly acknowledged by the Company through its authorized personnel or branch offices. The turnaround time (TAT) for processing such applications shall not exceed **30 days** from the date of receipt of the final required information or document.

Rate of Interest on application of Loans would be as under.

Sr. No.	Product	Rate of Interest/Subvention rate	When Applicable
1.	Flyhi Study Loans	Upto 24% or subject to your education institute tie up with Flyhi Finance	For all Flyhi Study Loans
2	Our Other Lending Partners	As per their Policy	

Tenure – The Loan tenure shall be at the discretion of the Company which shall depend on the age of the Borrower, risk profile, and the specific ward details of the education institution opted by the Borrower. The tenure of the Loan may be modified by the Company at its sole discretion at any time during the Loan.

Minimum Tenure is 3 Months and Maximum Tenure is 60 Months

## 2. Fees and Other Charges:

The following charges are applicable as on date, and are subject to change from time to time as updated on the Company's website [www.flyhifinance.com](http://www.flyhifinance.com). The charges applicable will be based on the prevailing charges at the time of the transaction; applicable taxes & cess shall be extra.

- **For Our other Lending Partners – Fee and other charges will be applicable as per their policy.**

### a. On Application / Loan Sanction and Disbursement –

Sr. No.	Details of Charges	Charge Amount	When Applicable
1	Stamping Charges	Nil	After Sanction of Loans
2	Processing Fee (Non-Refundable)	Upto 3% of the loan amount + GST	Chargeable upfront before final disbursement

### b. During the term of the loan –

Sr. No.	Details of Charges	Charge Amount	When Applicable
3	Charges for Repayment Schedule	1. NIL for the first time 2. Rs. 250 + GST	After 100% disbursement of loan
4	Charges for Statement of Account	Rs. 250 + GST	At any point during the loan
5	Cheque/ ACH Return Charges	Rs. 500 + GST	Right from Logging in the File
6	Collection Charges	1. NIL if customer pays at Office Premises or using online mode 2. Rs. 750 + GST if collected at customers premises	
7	Cheque / ACH Swapping charges	Rs. 500 + GST	
8	Reschedulement Charges	Flat 1% + GST of outstanding Loan amount or Rs. 3000 + GST whichever is higher	
9	Welcome Letter	1. NIL for sending immediately after disbursement 2. Rs. 250 if requested subsequently	First time it will go after disbursement, subsequently if customer requests for it again, the same will be chargeable

### c. On Foreclosure –

Sr. No.	Details of Charges	Charge Amount	When Applicable
10	Charges for Foreclosure Letter	1. NIL for the first time 2. Rs. 100 + GST	
11	Prepayment Charges	Nil*	At the time of pre-closure of account

12	Legal Notice Charges	Rs. 2000 + GST	For Issuing Legal Notices if served for collection if dues. This is Maximum Amount and may vary from loan to loan.
13	Arbitration Charges	At Actual	
14	Any Other Charges	At Actual	As per Nature of Charges Levied

**\*it will be subject to our / our partner institute's company policy**

d. Penalty for delayed payments –

Sr. No.	Details of Charges	Charge Amount	When Applicable
15	Penal / Overdue Charges	3% per month on the Amount Overdue and to be compounded monthly	On overdue payment

3. **Security for the Loan:**

Security is not required for Flyhi Study Loans.

4. **Insurance of the Borrowers:**

The Borrower shall, for so long as any portion of his dues is outstanding/payable to the Lender, fully insure and keep the loan amount that is being financed insured at his/ her/ its/ their own costs with the name of the Lender recorded as 'the Beneficiary'. If the Lender pays the insurance premium, or any other monies, for/ towards the insurance, the Borrower shall reimburse all such sums paid by the Lender.

The terms & conditions including claims & coverage will be governed by the issuer of such insurance policy. Please note that the role of the Lender under the insurance policy would be that of a facilitator and the decision to cover and settle any future claim under the policy would solely rest with the insurance company. Insurance is the subject matter of solicitation

5. **Conditions for disbursement of the Loan/ Instalment of the Loan:**

- All Positive verification of Documents
- Positive verification of Admission of Ward with the School with minimum one year completed at School wherever applicable, Flyhi Finance would have to sole discretion to waive off this condition.
- Internal Credit scoring criterion of company to be met
- Own contribution proof with bank reflection is to be submitted before disbursement Subject to repayment of EMI through ACH/ ECS from your account.

6. **Repayment of the Loan and Interest:**

- If the monthly instalments or any other payments due, are not paid on or before the due date, substitute interest of 3% p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post-dated cheques shall not serve as a reason for non-payment of monthly instalments
- The rate of interest as indicated above is the current rates of interest applicable on the loan. The actual interest rate chargeable on the loan and the EMI/PRE EMI would be as prevailing on the date of disbursement of the loan.
- Due dates for payment of pre-EMI and EMI/MI depends on the date of the first disbursement made and the Pre EMI-Interest is payable every month.
- If the disbursement of loan is done between 1<sup>st</sup> and 15<sup>th</sup> (both dates inclusive) of the month then the 1<sup>st</sup> EMI will hit on 4<sup>th</sup> of next month.  
If the disbursement of loan is done after 15<sup>th</sup> till the end of the month then the 1<sup>st</sup> EMI will hit on 4<sup>th</sup> of the subsequent month.

7. **Prepayment Charges:**

As per Rules of Flyhi Finance to be rolled out from time to time.

8. **General Terms and conditions:**

**INFORMATION ABOUT USE**

Flyhi Finance is a new age lending company primarily focusing in education, on a mission to provide seamless and affordable education financing for every deserving Indian student through

its financing partners. As a service provider, Flyhi Finance is fully responsible communicating, transacting and processing on behalf of its financing partners. Flyhi Finance provides services to various banking & financial services companies and Non-banking Financial Companies (NBFC) (collectively referred to as 'Lending Partners') as a 'Servicer'. Flyhi Finance has developed technology for evaluating credit worthiness using customer data collected through loan application and other credit verification documents of the customer. Please refer to your Loan Agreement for details on your contract with the Financing Partner.

Please refer to your Loan Agreement for details on your contract with the Financing Partner.

1. You declare that all the particulars and information provided by you in this application form are true, correct, complete and up-to-date in all respects and that you have not withheld any information whatsoever. You further declare that signing of application form and loan agreement is signed by you as applicant and also on behalf of co applicant, if any, for which you have the consent and authority of co applicant to do so.
2. You hereby declare that you are 18 years of age or above, sound person being competent to contract and an Indian resident and citizen.
3. By clicking on "Next" or registering with us, you understand and agree to be bound by these terms and conditions, the Privacy as well as any other terms and conditions displayed on our website.
4. You confirm that you have/had no insolvency proceedings against me nor have you ever been adjudicated insolvent by any court or other authority and you further confirm that you have read the information on various loan products made available on behalf of its financing partners
5. You authorize Flyhi Finance, by itself or on behalf of its financing partners, to exchange, share all information and details as provided by you in your application and in relation to your existing loans and/or repayment history to any third party including but not limited to its financing partners, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, etc. for customer verification, personalization of products or services, credit rating, data enrichment, marketing or promotion of Flyhi Finance services or related products or that of its associates and affiliates or for enforcement of your obligations and you shall not hold Flyhi Finance (or any of its financing partners or its/their agents/representatives) liable for the use/sharing of the information as stated above.
6. You agree and affirm that Flyhi Finance or any of its financing partners, may contact you and communicate with you over telephonic calls, what'sapp, or SMS on the mobile number mentioned in the application, or through any other communication mode ("Communication Modes") to verify the details provided by you on the application. Further, You confirm that you would like to know through the above mentioned Communication Modes various loan offer schemes or loan promotional schemes or any other promotional schemes relating to various products/services offered by Flyhi Finance and/or its associated partners from time to time and hereby authorize Flyhi Finance, employees, agents, associates to contact me from time to time for the same.
7. You agree and confirm that laws in relation to the unsolicited communication referred to in the "National Do Not Call Registry" (the "NDNC Registry") as laid down by the Telecom Regulatory Authority of India will not be applicable for such communication/calls/ SMSs received from FLYHI FINANCE, its employees, agents and/or associates.
8. By using the Website or Flyhi Finance Services, you authorize Flyhi Finance, directly or through third parties, to make any inquiries they consider necessary to validate your identity and to collect information about you in accordance with our Privacy Policy. This may include asking you for further information that will allow them to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. We may also ask you for identifying documents to help us validate your identity. Flyhi Finance reserves the right to close, suspend, or limit access to your account and/or the Services in the event Flyhi Finance is unable to obtain or verify this information.
9. By using the Flyhi Finance Services, you give Flyhi Finance or its financing partner's permission to obtain your credit report from RBI registered credit bureaus in connection with the review of your application for credit. A credit report may also be requested in connection with a credit extension, credit limit request, account renewal, account collection action or dispute

investigation. You understand and acknowledge that Flyhi Finance or its partner financing institutions may report negative information (such as late payments, missed payments, or other defaults) about your account to credit reporting agencies.

10. You agree to allow Flyhi Finance, to send you payment reminders from time-to-time. Notwithstanding whether you have consented, you agree that payment reminders may take the form of any available communication. You also agree that if you fail to pay an amount owed to Flyhi Finance or its Financing Partner(s) pursuant to this Agreement, Flyhi Finance may engage in collection efforts to recover such amounts from you regardless whether you came through an affiliated institute or otherwise for this loan application.

These collection efforts may involve contacting you directly, submitting your information to a collections agency, or taking legal action. FAILURE TO PAY MAY AFFECT YOUR CREDIT SCORE.

11. You undertake to keep Flyhi Finance updated of any change in the information provided by you in this application form.
12. You understand and acknowledge that Flyhi Finance shall have the absolute discretion, without assigning any reason to reject my loan application on behalf of its financing partner and that Flyhi Finance shall not be responsible/liable in any manner whatsoever for such rejection.
13. You further understand and agree that pursuant to this application form, you will be required to submit documents to the satisfaction of Flyhi Finance and its financing partners and accept the loan terms and conditions for availing the loan granted to me by financing partners of Flyhi Finance from time to time.
14. You are responsible for maintaining the secrecy of my passwords, login and account information. You will be responsible for all use of the Website by me and anyone using my password and login information (with or without my permission). You will only use the Website to search for and to apply for loans and should not use the Website to make any fraudulent applications. You agree not to use the Website for any purpose that is unlawful, illegal or forbidden by these Terms, or any local laws that might apply to you.
15. Every reasonable effort is made to keep the website up and running smoothly. However we take no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.
16. We may share your Information with such third parties without the need for further consent from you. Where any of your Information is required for such a purpose, we will take all reasonable steps to ensure that your Information will be handled safely, securely, and in accordance with your rights, our obligations, and the obligations of the third party under the law.
17. You agree to indemnify Flyhi Finance and its financial partners, its respective directors, officers, employees and agents and representatives from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:
  - o Any misrepresentation, act or omission made by you in connection with your use of our services or website;
  - o Any non-compliance by you with these Terms.
18. You provide your consent for Flyhi Finance and its authorized partners, employees and associates to access any information/documents that the educational institute may possess relating to yours or the student's admission, progress of education, performance during the course and any other relevant information.

#### **i). TERMS OF WEBSITE USE**

- This page (together with the documents referred on it) set out the terms of use by which you may make use of the [www.flyhifinance.com](http://www.flyhifinance.com) website (referred to as "our site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site or by assessing or using our website, you indicate that you have read and accepted these terms of use, which include the privacy policy that applies to our site (the "Privacy Policy") and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site. We at our sole discretion, reserve the right not to accept a user from registering on our site or on our application without assigning any reason thereof.



- The Terms of Use are in respect of for our site and our application only and do not apply, replace or supersede to the terms and condition of use and the privacy policy of our financial partners.

## **ii). OWNERSHIP OF CONTENT**

- Our Site, Application and all of its contents including, but not limited to, all text, logos, videos, illustrations, artwork, information, images and other material ("Content") are owned and copyrighted by us unless otherwise mentioned therein. Our Site features logos, brand identities, domain names and other trademarks and service marks (collectively referred to as "Intellectual Property") that are the proprietary rights and/ or are licensed to us. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the marks displayed on our Site without prior written authorization/ permission from us. Your use of any content, except as provided in these Terms of Use herein, without prior written authorization/ permission from us is strictly prohibited. You are also advised that we will enforce our Intellectual Property rights to the fullest extent of the law, including taking civil and/ or criminal action.

## **iii). INTELLECTUAL PROPERTY RIGHTS**

- We are the owner and/ or the licensee of all the Intellectual Property rights in our site, except where specifically mentioned. Said Intellectual Property are protected under applicable laws in India and through international conventions. All such rights are reserved to us and our licensors. As a visitor to our site, you may download a single copy of the material for your own non-commercial, private viewing purposes only. No copying or distribution for any commercial or business use is permitted without our prior written consent.
- You may not include a link to our site or display the contents of our site surrounded or framed or otherwise surrounded by material not originating from us without our consent.
- You may not distribute, modify, publish, re-use, reproduce, copy (except as set forth above), transmit, display, license, create derivative works from, transfer, sell or otherwise use any of the information, illustrations, photographs, video or audio sequences or any graphics in any manner whatsoever.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **iv). REGISTERED USERS**

- In order to access certain features of our site and our application, you may be asked to register by providing certain personal information such as, for example, your name and email address. You will also be asked to select a user name ("User Name") for identification purposes.
- You must ensure that the details and information provided by you is correct, accurate and up to date. We will not be responsible for any loss or harm arising out of your failure to provide the same. We may ask you to verify the accuracy of the details and information provided by you at any point of time.
- You must take all the reasonable and necessary care to ensure that your account on our web & mobile application respectively is operated and accessed solely by you and no one else.
- You are responsible for maintaining the confidentiality of your password and your account information, and you are solely and fully responsible for all activities that occur under your password or account and for any access to or use of our site by you or any person or entity using your password, whether or not such access or use has been authorised by you, and whether or not such person or entity is your employee or agent.
- You must immediately notify us of any unauthorized use of your password or account or any other breach of security.
- We will not be liable for any loss or damage whatsoever resulting from the disclosure your password contrary to these Terms of Use. You may not use another person's account at any time without the express permission of the account holder.
- If we become aware that you have used another person's account or password or any information or material contrary to any of the terms and conditions mentioned herein, then we reserve our right to take all necessary actions.
- You retain ownership of any video, image, text, software, information or any content posted, uploaded or published by you on our site. You represent and warrant that you have the necessary

right, license, authorization or permission to post, upload or publish the same on our site and by posting, uploading or publishing the same on our site, you have authorized the company to use the same without any restrictions.

- We will not be responsible for any of comment, video, text, software, information discussion, information, content or view posted by you on our site or through our application.
  - You retain and warrant that the information, material, comment, video, text, software, information discussion, information, content posted uploaded or published by you on our site or our application does not infringe upon the rights if third parties including but not limited to intellectual property rights, privacy or personal rights.
  - We will be in no way responsible or liable with respect to any discussions, chats, information or any material posted on our site by you or anyone else and we assume no liability arising from any false, misleading, defamatory, obscene, vulgar, scandalous, infringing or any material that would violate the laws of India or any other country and give rise to civil or criminal liability.
  - You must not post, upload, publish, transmit, or share any Content on our Site or our Application that you did not create or that you do not have permission to post.
  - We have the right to store any content you post on our site, and at our discretion to make available any such content on our site, in each case indefinitely. However, we are not obliged to make available or otherwise exploit any such content. We are not responsible for any loss, theft, rights infringement or damage of any kind to or associated with any such content and you take sole responsibility for any such content that you provide to us.
  - You are prohibited from using our Site to advertise or perform any commercial solicitation in any manner.
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- You authorize us for contacting you (including by post, email, fax, and short text message (SMS), pager or telephone) about our products and services (collectively "Promotional Communications") which We think may be of your interest. You agree to hold harmless and indemnify Us and Our affiliates and our respective directors, officers, employees and agents, as well as their licensors and suppliers, from and against any and all claims, actions, suits and or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or relate to such Promotional Communication with you or any person on your behalf.

#### **v). INFORMATION AND AVAILABILITY**

- While we take every care to ensure that the information on our site is accurate and complete, some of it is supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. We make no warranty or represent the accuracy of the information supplied to us by third parties. Further, due to the inherent nature of the internet, errors, interruptions and delays may occur in the service at any time. Accordingly, our site is provided "as is" without any warranties of any kind, express or implied, and we do not accept any responsibility and liability arising from any inaccuracy or omission in the information or interruption in availability.
- We would be happy to correct any error or correction with respect to the information published on our website that is brought to our notice by you in writing and we will within a reasonable time carry out the necessary changes as deemed appropriate by us.

#### **vi). MOBILE TERMS OF USE**

- When accessing our website or application via mobile, standard network charges apply. Your handset must be WAP enabled. You may incur additional WAP, GPRS, 3G & 4G data charges from your network operator according to your contract. Our site via mobile (off portal) is not a subscription service.

#### **vii). VARIATION**

- We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. Information on our site is subject to change without any prior notice or obligation to notify you. Additionally, we reserve the right to change any and all content, software and other items used or contained on our Site or our application at any point of time without notice.



**viii). INDEMNITY**

- You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as their representatives, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:
  - Any misrepresentation, act or omission made by you in connection with your use of our site; or
  - Any non-compliance by you with these terms

**ix). LIABILITY**

- In respect of all aspects of our site and our supply of products and any other party (whether or not involved in creating, producing, maintaining or delivering our site), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with our site in any way or in connection with the use, inability to use or the results of use of our site, any websites linked to our site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing our site or your downloading of any material from our site or any websites linked to our site.
- If you choose to post your location, your intended location or any other such personal information on our site you accept that this is entirely at your own risk and we are not responsible for any loss or harm which occurs as a result of your sharing any information about your location or intended location.
- This Section does not in any way limit our liability:
  - for death or personal injury caused by our negligence;
  - under section 2(3) of the Consumer Protection Act 1987;
  - For fraud or fraudulent misrepresentation; or
  - For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- Where you buy any product or service from a third-party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

**x). REWARD**

- We may introduce rewards, discounts or promotion scheme in conjunction with other companies from time to time in respect of a certain number of our products. The terms and condition for the rewards, discounts and promotion will be disclosed at the time the reward, discounts or promotion is launched. The rewards, discounts and promotion will also be subject to the terms and conditions of the other associate companies as well.

**xi). YOUR RESPONSIBILITY; DAMAGE LIMITS.**

- You have sole responsibility for use of the products/services you purchase or avail through this website. In no event shall Flyhi Finance be liable to you in relation to the products/services, or your use, misuse or inability to use the products or services, for either any - (i) indirect, punitive, special, exemplary, incidental, or consequential damage or direct damages in excess of the amount you paid Flyhi Finance or its financial partners for the Services.

**xii). DISCLAIMER**

- Our site may be temporarily unavailable at any point of time due to maintenance, up-gradation or any other reason. We do not claim any responsibility, liability for any omission, error deletion, defect or destruction in user communication. We are not responsible for any malfunction technical or other problem of any telephone network or service, computer systems, servers or providers, computer or

mobile phone equipment, software, failure of email on account of technical problems or traffic congestion in our site or application, including injury or damage to your or to any other person's computer, hardware, software or mobile phone as a result from using or downloading materials in connection with our Site and/or application. We are not responsible or liable for any loss or damage resulting from the use of our Site or Application or any Content or Third-Party Applications, Software or Content posted on or through our Site or transmitted to users, or any interactions between users of our site, whether online or offline.

- User gives us the right to contact him/her or his/her parents as and when required for the purpose of selling the products or services.
- User takes full responsibility for providing personal or academic information and indemnifies the company or any of its financial partners and associates for any wrong information provided by him/her under the India law.

#### **xiii). THIRD-PARTY WEBSITES AND CONTENT**

- Our Site may contain links to other websites ("Third-Party Sites") as well as applications, software, text, marks, graphics, pictures, designs, music, sound, video, articles, photographs, information, and other content or material belonging to or originating from third parties (the "Third-Party Content"). We are not responsible for such Third Party Contents and Third Party Sites. We have not checked or monitored the accuracy or completeness of the said Third Party Contents and Third Party Sites respectively. If you access or install a Third Party Contents you are doing the same at your own risk and you should read and review the respective terms and conditions thereof and our terms and conditions and privacy policies will no longer be applicable in any manner.

#### **xiv). APPLICABLE LAW AND JURISDICTION**

- These terms and conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Mumbai, India for the resolution of all such disputes.

#### **xv). LIMITATION OF LIABILITY**

- Your use of our site is at your own risk. In no event and under no circumstances and under no legal theory, tort, contract, or otherwise shall Fly Hi Financial Services Ltd. be liable, without limitation, for any damages whatsoever, including direct, indirect, incidental, consequential or punitive damages, arising out of any access to or any use of or any inability to access or use this website including any material, information, links, and content accessed through this website or through any linked external website. Note: If you are under the age of 18, it is mandatory that your parent or guardian has read and accepted the terms and conditions mentioned hereinabove on your behalf and by your use of the site it is deemed that you have obtained parental consent for the same. If your parent or guardian has not read and agreed to the terms and conditions, you will not have permission to use our site.

#### **xvi). CANCELLATION / REFUND**

- Flyhi Finance strongly recommends that all their Borrowers – read, understand and familiarize themselves with our business model and cancellation & refund policy prior to using any services of Flyhi Finance. No overseas payment can be made through wire transfer or any other means to our bank account.
- In the event of cancellation of services due to any avoidable/unavoidable reasons we must be notified of the same in writing or on email. Cancellation request should be placed within 24 hours of agreement.
- Any refunds, if applicable within the purview of our refund policy, will be processed over a period of 2-4 weeks due to Indian banking procedures. The refund policy is subject to change by Flyhi Finance. The changes will apply after due legal diligence. Suitable announcements will be made on the website and legally-compliant notice period will be given before any changes come into force. If lenders or borrowers do not accept the revised policy, they should not continue to use the services and inform us about the same. If lenders or borrowers continue to use the services after the date on which the change comes into effect, their use of the services indicates the agreement to be bound by the new refund policy.

- Please note that there may be certain instruction to remit payments or seek rendition of services that Flyhi Finance is unable to accept shall be cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. We may also require additional verifications or information before accepting any instruction or registering you on are portal as a lender or a borrower. The loan processing may get rejected at any stage due to lack of information or verifiable information.

Fly Hi Financial Services Ltd. provides Parents and Students with the most convenient and easiest option to pay fees to their Institute.

9. **Customer Services and Grievances:** In case of any complaint/grievance regarding the loan, the customer may approach Branch -In-charge of the business location where he/she had his/her account and make an entry in the Complaint Register maintained at the Branch (During the working hours from 9.30 am to 6 pm) Customer may also write / communicate with the concerned location for redressal of the grievance. The complaint would be resolved within 15 working days of receipt of the same if possible

Grievance Redressal	
First Level	
E-mail ID / Contact no to lodge the complaint	contactus@flyhifinance.com Call on 8655741646
Resolution time	15 working days
Second Level	
E-mail ID / Contact no to lodge the complaint	<a href="mailto:ngro@flyhifinance.com">ngro@flyhifinance.com</a> Call on 9866564602
Resolution time	21 working days

**In case the complainant is still dissatisfied with the response received/ or where no response is received, the Complainant may approach**

The Officer-in-Charge, Department of Non-Banking Supervision,  
Reserve Bank of India,  
Mumbai Regional Office,  
3<sup>rd</sup> Floor, Opposite Mumbai Central Station, Byculla, Mumbai- 400 008  
Email: [dnbsmro@rbi.org.in](mailto:dnbsmro@rbi.org.in)

It is hereby agreed that for detailed terms and conditions of the loan, the parties hereto shall refer to and rely upon the Loan Agreement and other security documents executed/ to be executed by them. The details contained in this document may be subject to change as per company policies and in line with the terms contained in the Loan Agreement.

The Above term and conditions have been read by Borrower(s)

Signature by Borrower

FLY HI FINANCIAL SERVICES LTD

**Registered Address:** 1103/16, Vikram Tower Rajendra Place, Patel Nagar (Central Delhi), Delhi - 110008, India

**Corporate Address:** 1013, 10<sup>th</sup> Floor, Corporate Annexe, Near Udyog Bhavan Sonawala Road, Goregaon (E), Mumbai 400063

**CIN:** U74899DL1994PLC062940

**Email:** [contactus@flyhifinance.com](mailto:contactus@flyhifinance.com)

**Contact:** 8655741646