

## CASHBACK TERMS AND CONDITIONS

### KEY TERMS

- I. These terms and conditions (“**Terms**”) apply to Navi Finserv Private Limited (“**Navi**”) cashback scheme (“**Program**”), under which new customers (“**Customer**”) who obtain a Home Loan or a Mortgage Loan facility (as defined below, the “**Eligible Loan**”) from Navi directly through the Navi mobile app, without the involvement of any third-party or without a reference, are eligible to receive a cashback sum, as defined in these Terms.
- II. An Eligible Loan means the disbursement of a home loan (balance transfer, loan for resale property purchase or loan for self-construction property) (“**Home Loan**”) or a loan against property (LAP) (“**Mortgage loan**”) from Navi, where the property for / against which the loan is being taken is situated within the geographical and jurisdictional limits of the cities where Navi has its operations. An Eligible Loan will not include disbursement of a loan for a new property purchased from a builder.
- III. The Customer shall be eligible for the Program only if the application of the Eligible Loan is made by the Customer directly through the mobile application of Navi. The Program is valid only if a disbursement of an Eligible Loan is made during the Term (Clause IV) of the Program.
- IV. The term of the Program applies to disbursements of an Eligible Loan between 17<sup>th</sup> December 2021 and 31st January 2022 (both days included) (the “**Term**”).
- V. The Cashback amount will be 0.5% (zero point five per cent) of the Eligible Loan amount disbursed on or before 31st January 2022 (the “**Cashback**”) subject to applicable tax levied on the Customer. The Cashback will be transferred to the Customer’s designated bank account within a maximum period of two (2) months from the date of disbursement, at the sole satisfaction of Navi. Eligible Customers who meet the Program's requirements but have yet to receive a Cashback should contact [homeloans@navi.com](mailto:homeloans@navi.com) within 6 months of the cashback becoming due. The Eligible Customer waives its right to any legal recourse under applicable laws, if a claim is made after an expiry of 6 months from the Term.

- VI. An eligible Customer shall be a natural person is of the age of 18 years and above as on December 1, 2021. To be eligible for the Cashback, the Customer must have successfully applied for and received an Eligible Loan from Navi without being referred by any third-party (including under Navi's referral program) or through an agent or builder purchases. If the Customer was referred by a third party / an agent, the Customer should have downloaded the Navi mobile app and received an in-principal approval ('IPA') before the referral.
- VII. Customers who are eligible and have successfully applied and received an Eligible Loan in accordance with the Terms will get the Cashback in their Navi-registered bank account for e-NACH payments.

### **OTHER TERMS AND CONDITIONS**

1. Navi reserves the right to change, discontinue or end the Program at any time without prior notice, and nothing contained in these Terms, or the running of this Program to which they apply, shall be considered as a guarantee or representation by Navi to continue the Program in the future.
2. For eligible Customers who are non-resident Indian, it is mandatory to maintain an NRO Account (Non-Resident Ordinary Account), to receive the Cashback. The Cashback will be subject to withholding taxes as applicable under law.
3. The Customer qualifies for a Cashback if the Customer receives an Eligible Loan from Navi. The grant is at the discretion of Navi.
4. For existing Customers who have a home loan (balance transfer, loan for resale property purchase or loan for self-construction property) ("**Home Loan**") or a loan against property (LAP) ("**Mortgage loan**"), disbursed on or before December 16, 2021, **are not eligible** for the programme. The programme is offered to consumers who are taking out their first mortgage loan with Navi.
5. The Program cannot be combined with any other offers or programs. Customer cannot transfer or assign the Cashback amount to any other person.
6. The Cashback will not be set off against, or assumed to be set off against, any of the Customer's repayment obligations in connection with the Eligible Loan.

The Customer shall refund or repay back the Cashback if there is a breach of Term. For such refunds or repayment, Navi may, in its sole discretion, add the Cashback amount to the loan amount availed by the Customer, if permissible under applicable laws.

7. Navi reserves the right, at any time, without prior notice, without liability, and without assigning any reason whatsoever, to add/ alter/ modify/ change/terminate/suspend or vary the Program or to replace, wholly or in part, by another Program. Navi may notify/communicate the amended terms and conditions by hosting the same on its mobile application or website or an independent link or in any other manner as decided by Navi. The Customers shall be responsible for regularly viewing these Terms, including amendments thereto as may be posted by Navi from time to time and the Customers shall be deemed to have accepted the amended terms and conditions.
8. The Customer agrees that Navi and or its authorized agents may contact him or her to promote Navi's products and services, and that such contact by Navi or its authorized agents will not violate the Customer's Do Not Disturb Registry preferences.
9. Customers' involvement in the Program is fully voluntary.
10. By taking part in the Program, the Customer confirms their acceptance of these Terms and agrees to be bound by these Terms.
11. If the Customer's application for an Eligible Loan and/or anything to be done by Navi or any other entity in respect of the Eligible Loan and/or the Cashback is prevented or delayed by causes, circumstances or events beyond the control of Navi or any other entity, including but not limited to computer viruses, tampering, unauthorized intervention, network failure, data storage failure, telecommunications failure, malfunction, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, pandemics, acts of government or other causes of like or similar or other character beyond the control of Navi or the other entity/is, then Navi and/or the other entity shall not be liable for the same and will not be liable for any consequential damages. Navi reserves the right, in its sole discretion, to cancel, terminate or suspend this Program or any part of this Program upon the occurrence of any event beyond the control of Navi.

12. If Navi, in its sole discretion, finds that a Customer is tampering with the entry process or the operation of the Program, or has repeatedly shown disregard for, or attempts to circumvent, these Terms, or acts: (a) in a manner Navi determines to be unfair; (ii) with the intent to annoy, threaten, or harass any other Customer; or (iii) in any other disruptive manner, will be disqualified for the Cashback and will be prosecuted under applicable laws. Navi's failure to enforce any of these Terms does not imply that these Terms or Navi's rights have been waived.
13. Navi makes no commitment, express or implied, to respond to any feedback, suggestion and, or queries of the Customer in any form whatsoever pertaining to the Program.
14. Proof of submission of information or documents to Navi will not be deemed to be proof of receipt by Navi.
15. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; NAVI RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW OR SEEK ANY ADDITIONAL LEGAL RECOURSE.
16. Navi shall be under no liability whatsoever in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation, or the like) (hereinafter 'Dispute') and costs, charges, and expenses whatsoever, arising directly or indirectly out of:
  - a. any Disputes from third parties relating to the credit, character, and reputation (including actual or perceived loss of reputation, defamation, or the like), alleged to have been caused by the Customer in relation to the Program. The settlement of this Dispute shall be the sole responsibility of the Customer;
  - b. the exercise by Navi of its right to terminate, suspend or alter the Program;
  - c. any misstatement, misrepresentation, error or omission in any details disclosed to Navi;
  - d. late, lost, delayed, damaged, misdirected, incomplete, undelivered, inaccurate, illegible, or unintelligible entries;

- e. telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind;
  - f. failed, incomplete, garbled, or delayed computer transmissions;
  - g. the downloading of any material in connection with this Program;
  - h. if Cashback cannot be remitted due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, pandemics, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state or local law, order or regulation, public health crisis, or order of any court or any condition caused by events beyond the reasonable control of Navi that may cause the Program to be disrupted or corrupted;
  - i. any injuries, losses or damages of any kind arising in connection with or because of, or from participation in the Program; or
  - j. any printing or typographical errors in any materials associated with the Program.
17. NAVI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, REGARDING THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. BY PARTICIPATING IN THE PROGRAM, EACH CUSTOMER AGREES TO RELEASE AND HOLD NAVI AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES OF NAVI, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION AND FULFILMENT AGENCIES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND IN CONNECTION WITH THE PROGRAM, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY. EACH CUSTOMER ALSO AGREES TO RELEASE AND HOLD NAVI HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND IN CONNECTION WITH THE PROGRAM, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY.
18. NAVI SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. The total aggregate liability of Navi, for claims asserted by a Customer or any third party in relation with the Program, regardless of the form of the action or the theory of recovery, shall be limited to the amount of the Cashback to such Customer.
20. The Customer agrees that any personal information (“**Personal Information**”) provided to Navi or its authorized third parties may be used by Navi and its authorized third parties as permitted by Navi’s privacy policy and terms of use. Navi reserves the right to make changes to their privacy policy and terms of use without prior notice. The Customer should continue to check the privacy policy and terms of use for updates and amendments, as the Customer will be deemed to have accepted any changes to the privacy policy. The Customer hereby agrees that Navi may use and retain the Personal Information for a lawful purpose and to the extent deemed necessary by Navi and for any other ancillary purposes as decided by Navi. The Customer hereby also agrees that Navi may transfer or disclose such Personal Information to such other agencies Navi may consider necessary, whether affiliates or otherwise and whether in India or otherwise. The Customer hereby agrees that: (a) “reasonable security practices and procedures” means the privacy policy of Navi; and (b) accordingly, the rules of the Government of India notified under section 43A of the Information Technology Act, 2000 are hereby excluded.
21. In consideration of Navi providing the Customer with the opportunity to participate in the Program, the Customer hereby agrees to indemnify and keep Navi and its employees, officers, directors, shareholders, agents, representatives of Navi, indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs) (hereinafter '**Claim**'), charges and expenses whatsoever which Navi may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of:
  - a. any violation, breach or alleged breach of the Terms by the Customer;
  - b. the negligence, mistake or misconduct of the Customer (directly or indirectly);
  - c. any Claim relating to infringement or alleged infringement of any personal information or confidential information of the Customer or any other person;
  - d. any action, suit or claim by any third party arising out of the participation of the Customer in the Program; and

- e. any Claim from third parties relating to the loss of credit, character, and reputation (including actual or perceived loss of reputation, defamation, or the like), alleged to have been caused by the Customer in relation to Program. The liability arising under this Claim shall be the sole responsibility of the Customer;
22. If Navi is required by law to deduct or withhold any taxes or charges from the Cashback to be paid to the Customer, such amounts will be deducted from the payment to the Customer. Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, arising or accruing to the Customer because of the Cashback shall be the Customers responsibility.
23. These Terms shall be governed by and interpreted in accordance with the laws of India. The Customer hereto submits to the jurisdiction of Bengaluru, India. To the extent permitted by applicable law, Navi may take concurrent proceedings in any number of jurisdictions.
24. All disputes or issues arising out of or in connection with these Terms shall be resolved in accordance with Arbitration Centre – Karnataka (Domestic and International) Rules, 2012 by a sole arbitrator appointed in accordance with the said Rules. The seat and venue of the arbitration shall be Bengaluru, Karnataka. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding on the parties.
25. Any provision of these terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of these terms and conditions or affect such provision in any other jurisdiction.
26. Any reference to a singular term shall include reference to the corresponding plural term and vice versa. Any reference to a gender shall include references to the female, male and neutral genders.