

## **Tide Membership Terms and Conditions** **(“Tide Membership Terms”)**

These Tide Membership Terms constitute an electronic record under applicable law, including the Information Technology Act, 2000 (as amended from time to time). This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read these Tide Membership Terms carefully before registering, accessing, or using the Tide Platform and Tide Services (*defined below*). Tide Membership Terms are a legal contract between you and Tide Platform Private Limited (“**Tide**”). You agree and acknowledge that you have read these Tide Membership Terms. If you do not agree to these Tide Membership Terms or do not wish to be bound by them, you must not use the Tide Platform and Tide Services.

**By clicking the Proceed/Submit/Continue button during your sign-up cum registration process, you’re accepting these Tide Membership Terms.**

### **1. Who are we?**

Welcome to Tide Membership, provided to you by Tide. Tide is not a bank in India, but a business financial platform. We believe that a platform approach is the future of business and admin needs, allowing us to offer both financial and administrative services to small and medium sized businesses saving them time (and money) to allow them to focus on what they love: running their businesses.

Tide has its registered office at: *3rd Floor, Videocon Tower, Jhandewalan Extension, New Delhi - 110005.*

Under these Tide Membership Terms:

- a) **“We”, “Us”, “Our”** - shall refer to Tide and/or Tide Entities.
- b) **“You/you”, “Yours”, “Yourself”**, - refers to an individual or body corporate, registered user or account holder of Tide Platform, including but not limited to Tide Members or administrator of Tide Business Account (defined below).
- c) **“Tide Entities”** - shall mean group, affiliates, and associated companies of Tide.
- d) **“Tide Platform”** - refers to the mobile application(s) hosted by Tide (**“Tide App”**) and online platform owned/operated and managed by Tide or Tide Entities including but not limited to any URLs/links, notifications, chatbot, or any other communication medium used by Tide to provide Tide Services to you, where it acts as an intermediary as per the applicable information technology laws in India.
- e) **“Tide Services”** - shall include all services offered or extended or delivered or facilitated by Tide either itself or in partnership with its Business Partners, which is further explained under Section 2 of these Tide Membership Terms.
- f) **“Service Providers”** – shall refer to any individual or a group of individuals defined under law whose services are used by Tide or Tide Entities to provide the intended Tide Services to you through Tide Platform.
- g) **“Business Partners”** – shall refer to any individual or a group of individuals defined under law with whom Tide or Tide Entities have a contractual relationship for delivery of Tide Services.
- h) **“Tide Membership Terms and Conditions”** or **“Tide Membership Terms”**- are interchangeably used and shall have the same meaning.

- i) **“Tide Member”** - By accepting these Tide Membership Terms together with Tide Policies, you become a Tide member. As a registered Tide member, you will be treated as a customer of Tide and will be entitled to access Tide Services.
- j) **“Tide Business Account”** – shall refer to an account-based relationship, which is opened by Tide for a Tide Member upon successful completion and clearance of the sign-up cum registration process, eligibility checks, and other Tide due diligence checks as per Tide processes and procedures. Tide Business Account will include access to the full spectrum of Tide Services and associated benefits/features delivered to you.

## **2. What is Tide Membership and Tide Business Account?**

Tide Membership gives you access to certain services and features through the Tide Platform, the use of which is governed by these Tide Membership Terms. In order to use the full spectrum of Tide Services, you need to undertake the sign-up cum registration process on the Tide Platform, provide us with accurate and complete information about you and your business, and clear all eligibility checks of Tide and/or its Business Partners. Once you clear the registration process and are found to be eligible, you are entitled to a Tide Business Account. In addition, we may grant you access to a variety of business, financial, administrative and other services (the **“Additional Products and Services”**), which will be subject to: (a) your acceptance of the terms which govern the use of Additional Products and Services (the **“Additional Product and Service Terms”**); and (b) you meeting the requisite eligibility criteria/terms (as set out by Tide and/or its Business Partners).

You are also required to keep all details related to your Tide Business Account (including but not limited to KYC details, business information and contact information submitted to Tide Platform) complete and updated at all times. If you suspect that there is incorrect information provided by you to us, you should inform us about this promptly in writing. You can also correct your information submitted to Tide by writing to us at [indiasupport@tide.co](mailto:indiasupport@tide.co) and we will support you on the same. We will correct the incorrect information or update the information in our records as soon as possible.

## **3. How much does it cost to use the Tide Business Account?**

Access to Tide Membership and Tide Business Account is free. Where an additional fee applies to the use of any Tide Membership features or Additional Products and Services, you will be notified of such applicable fees. By clicking ‘Proceed’ / ‘Submit’ / ‘Continue’ or any other similar button/tab on the Tide Platform, you shall be deemed to have explicitly consented to the fees displayed on the said page.

## **4. Who is eligible for the Tide Business Account?**

To be eligible for Tide Business Account, you must be a small or medium sized business in India and meet our eligibility criteria. You can open a Tide Business Account subject to eligibility checks of Tide and/or its Business Partners.

Tide will use its sole discretion based on its own risk assessment (which may change from time to time) to conduct due diligence checks on you and when deciding whether to allow a prospective Tide Member to open a Tide Business Account. In the event you failed to complete and clear the registration process successfully, you can write us at [indiasupport@tide.co](mailto:indiasupport@tide.co) to know more about it. You must inform us immediately if any of the events described in our eligibility criteria occur to you or if you commence business activity falling outside our eligibility criteria.

We will treat the individual responsible for registration of Tide Membership and opening of Tide Business Account as the authorised administrator (“**administrator**”) of your Tide Business Account. You undertake and confirm to Tide that the administrator will be able to provide instructions in relation to Tide Services, your Tide Membership, and features/benefits associated with the Tide Business Account. Further, you also confirm that Tide is entitled to treat the administrator as fully authorised to enter these Tide Membership Terms and access and provide instructions through your Tide Business Account. You understand and agree that Tide at its sole discretion, may or may not verify the administrator’s authority to act on behalf of the business the administrator represents. We will only take instructions in relation to your Tide Membership and Tide Business Account from the administrator.

**5. Can you use your Tide Membership and Tide Business Account for more than one business you operate?**

You may only have one Tide Membership and Tide Business Account per business. You may not share Tide Business Account between several businesses. For example, if you operate several companies or different businesses, you will need to open a separate Tide Membership and Tide Business Account for each of the businesses you operate.

**6. How will Tide contact you?**

Tide will communicate with you on the contact information that you may have provided to us during the registration process on Tide Platform. You authorise us to contact you and communicate with you. We may use third party Service Providers to send alerts or communicate with you. Tide, or its Service Providers may communicate with you through voice calls, text messages, emails, push or email notifications, WhatsApp or via any other progressive technology or mode of communication. The communication may relate to (a) Tide Services, (b) promotional offers, (c) service or transaction related messages or emails (d) any other information that Tide or its Business Partners may want to share with you. You agree and consent to electronic receipt of all notices and communications that we provide. You can contact us using in-app chat or by email at [indiasupport@tide.co](mailto:indiasupport@tide.co).

You may opt out of receiving promotional offers by writing to us at [indiasupport@tide.co](mailto:indiasupport@tide.co). But even if you opt out of receiving promotional offers from us, we will still send a transactional or service communication related to Tide Services you have availed, in accordance with applicable TRAI laws. It is important you make sure your contact details are always up to date.

In case you have any questions about Tide, these Tide Membership Terms or the Tide Services or features available through Tide Business Account, please get in touch with our dedicated Member Support Team at [indiasupport@tide.co](mailto:indiasupport@tide.co) or contact us via the Tide App.

**7. Are there any other documents you need to read?**

Along with these Tide Membership Terms, you should read any applicable Additional Product and Service Terms, our [Privacy Policy](#), [Acceptable Use Policy](#) and any [FAQs](#) we publish from time to time. In particular, the [Acceptable Use Policy](#) and [Privacy Policy](#) (“**Tide Policies**”) form part of these Tide Membership Terms along with the applicable Additional Product and Service Terms.

**8. Does Tide conduct any checks as part of the Tide Membership and Tide Business Account opening process?**

You give Tide and its Service Providers permission to obtain, verify, and record information that identifies and authenticates you or your business, as per the information submitted on Tide Platform. You agree to cooperate with all requests by Tide to identify you and to promptly provide us with the information and documentation we request in this regard. You give Tide permission to verify and record any information against third party databases. From time to time, we may also request additional information or documentation from you after your Tide Business Account is enabled. You agree to provide such information or documents promptly.

We reserve the right to close, discontinue, suspend, or limit your access to Tide Services and Tide Business Account, whether in whole or in part, if you do not pass Tide's internal due diligence checks, or fail to provide us with the information or documents we request, or if we are unable to obtain or verify such information.

## **9. Keeping your login and Tide Business Account information safe**

You must take all reasonable steps to keep the personalised security credentials/personal identification number (PIN) for accessing your Tide Platform and Tide Business Account safe and confidential. You understand and agree that you or the administrator of your Tide Business Account, will be solely responsible for protecting your PIN. You shall remain fully and wholly liable for any unauthorised use of your mobile/laptop/email resulting in any unauthorized access to the Tide Platform and also all transactions on your mobile/email on the Tide Platform. You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise Tide Services via Tide Platform.

You shall take all precautions as may be feasible or as may be directed by Tide to make sure that there is no breach of security. It helps maintain the integrity of the link between our systems, and the Tide Platform, our Business Partners, and our Service Providers at all times.

You must notify us without delay on becoming aware of the loss, theft, misappropriation, or unauthorised access to or use of your personalised security credentials by contacting us through the in-app chat (as available) or by emailing us at [indiasupport@tide.co](mailto:indiasupport@tide.co), to block your Tide Business Account.

## **10. Changes/Updates to the Tide Membership Terms**

We may amend these Tide Membership Terms at any time by posting an updated version on the Tide Platform (including Tide App). The updated version of these terms shall supersede the previous version of the terms and take effect immediately upon posting. You have the right to opt-out of agreeing to these updated versions or any future updated version of the Tide Membership Terms, by ceasing to use the Tide Platform. However, your continued use of the Tide Services after the launch of any updated version of Tide Membership Terms would mean deemed acceptance of such updated terms including any modification thereof. We recommend you keep checking the Tide Membership Terms often to be familiar with any updates and changes.

## **11. Suspension and/or Termination**

### **a) Suspension**

If we believe that you have violated these Tide Membership Terms, applicable Additional Product and Services Terms, our Policies or any agreements consented to via the Tide Platform, we reserve the right to suspend or restrict your access to Tide Business Account, (resulting in suspension or limiting your access to Additional Products and Services), or block your ability to use any particular feature of Tide Business

Account or Additional Products and Services, with or without prior notice, pending resolution of our concern. In this regard, we may suspend your access to Tide Platform and Tide Services, with or without a notice. You may reach out to the Tide Member Support team to assist you with any query or question arising as a result of the aforementioned suspension.

#### **b) Termination**

You may terminate your use of Tide Business Account, Tide Services and these Tide Membership Terms by contacting our Member Support Team through the in-app chat or email at [indiasupport@tide.co](mailto:indiasupport@tide.co).

We may terminate the Tide Membership Terms by giving you at least five (5) days' prior written notice.

We may immediately terminate these Tide Membership Terms and your Tide Business Account where:

- you have been suspended for a period of ninety (90) days as per terms of Section 11(a) above and you have failed to remediate the cause for suspension;
- you seriously or repeatedly breach these Tide Membership Terms, Tide Policies and applicable Additional Product and Service Terms;
- there is a suspicion of untoward or illegal activity, fraud whether suspected or otherwise.
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our eligibility criteria;
- you have infringed on Tide's or any third party's intellectual property;
- you are subject to a bankruptcy, insolvency, winding up or other similar event;
- any of our Business Partners have blacklisted you and a communication from them is received by Tide in this regard;
- your use of the Tide Platform and Tide Services adversely affects the interests of Tide or its Business Partners.

When you or Tide terminate these Tide Membership Terms, this will result in automatic termination of any Additional Product and Service Terms you may have accepted, unless we inform you otherwise. Such termination will be effective on the same date as the termination of these Tide Membership Terms (and closure of your Tide Business Account).

### **12. How do we collect and protect your data**

We will collect, process, store and transfer your personal information in accordance with applicable Indian laws and regulations and our [Privacy Policy](#). For further information about how we may process your data and personal information please go through our [Privacy Policy](#). The Privacy Policy may be updated and/or modified from time to time. You must check the Privacy Policy regularly and stay informed about any updates to it.

If you no longer want us to use your information, at any instance of you withdrawing your explicit consent to use Tide Services and Tide Business Account, we may need to terminate your access to Tide Membership, Tide Business Account and Additional Products and Services. However, we may still use your data or information where we have lawful grounds to do so. For example, if we need to retain your records for legal, statutory or regulatory purposes.

### **13. What other important legal provisions do you need to know?**

- a) **No warranty:** Tide Membership, its features or Additional Products and Services are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:

- Tide does not warrant that access to Tide Membership or Tide Business Account or Additional Products and Services will be uninterrupted or error free;
- Tide shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect access to Tide Business Account or the Additional Products and Services;
- Tide does not guarantee it will correct any errors in Tide Business Account, Additional Products and Services, API, materials, documentation, or data;
- Tide does not warrant that the information made available through the Tide Services is accurate, complete or current. Any reliance on such information is at your sole risk; and
- Tide does not guarantee the services are free of viruses or other harmful code.

b) **Your obligations:** For Tide to continue providing you with access to Tide Platform, Tide Business Account, Tide Services and Additional Products and Services, we need you to comply with certain additional requirements. These may include requirements set out by governments, regulators, our Business Partners, our Service Providers and/or other third parties. You must comply with all applicable laws, rules, and regulations. You must not use the Tide Platform or Tide Business Account or Tide Services to host, display, upload, modify, publish, transmit, store or share any information that:

- relates to or encourages any activity prohibited by law in India like money laundering or gambling;
- relates to or is in furtherance of supply or sale of goods or services, the supply or sale of which is prohibited under applicable law;
- knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order. Or causes incitement to the commission of any offence or prevents investigation of any offence or insults other nations; or
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

You are obliged to follow instructions that Tide provides to you with respect to Tide Services (including your Tide Business Account) and the Additional Products and Services, whether such instructions are provided via Tide Platform, email communication, SMS or otherwise.

You are responsible for reviewing any communications, statements, information, documents or other such materials posted on Tide Platform by Tide (or otherwise made available to you by Tide) for your review, and you must notify Tide of any inaccuracies in any such materials as soon as possible, or within the time period specified in communications received from Tide.

You remain solely responsible for the content you generate or transmit using the Tide Platform or Tide Services. Accordingly, you also remain responsible for the accuracy of such content, compliance of such content with applicable law and for any errors or omissions in it. For example, if you use Tide Services to generate invoices, it is your responsibility to ensure that the invoices are complete and accurate in all respects, and adhere to the requirements under applicable law (including the rates of applicable tax and the amount of tax charged). You remain solely responsible for any liability incurred due to any errors or omissions in the content generated or transmitted by you, including any liability under applicable taxation laws.

Please note that it is a condition of these Tide Membership Terms, and you also represent and warrant to Tide, that:

- you are a business or a self-employed professional operating in India;
- you have the requisite power, authority and capacity to enter into and comply with these Tide Membership Terms;
- the information you provide us in order to enable us to satisfy our internal checks, verification process and anti-money laundering procedures in respect of you is complete, accurate and not misleading. You will notify us of any changes to the information provided; and
- your business has and will be operated in a way that is compliant with all relevant legislation, regulations, codes of conduct or regulatory guidance or directions.

A breach of your obligations in this section will be considered a serious breach of these Tide Membership Terms and in the event of such breach, Tide at its sole discretion may decide to stop, terminate or limit your access to Tide Platform or Tide Services.

c) **Liabilities** : To the extent permitted by applicable law, Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from your use of Tide Platform, Tide Business Account, Tide Services or Additional Products and Services. In particular, Tide shall not be liable for damages or loss resulting directly or indirectly from:

- persons acting under your authorisation (i.e. as an administrator to your account) in accordance with these Tide Membership Terms and the limitations imposed upon them as a Tide Member;
- your use of third party services, not associated with Tide;
- your inability to use the services for whatever reason;
- delays or disruptions in the services;
- viruses or other malicious software obtained by accessing the Tide Platform or any associated site or service;
- glitches, bugs, errors, or inaccuracies of any kind in the services;
- the content, actions, or inactions of third parties;
- the content generated or transmitted by you using the Tide Platform or Tide Services;
- your failure to adhere to applicable law, including applicable taxation laws;
- a suspension or other action taken with respect to your access to Tide Platform;
- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Tide Membership Terms or Tide's policies; and
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

You will not hold Tide liable in case of any fraudulent, unauthorized or erroneous use of your Tide Business Account. Nothing in these Tide Membership Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

To the extent permitted by applicable law, Tide is not liable for a delay or failure to perform our obligations under these Tide Membership Terms (including delay in execution of your transactions undertaken via Tide Platform) caused by reasons or events beyond our reasonable control, including any action or inaction by you or any third party, any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, epidemic, pandemic, terrorist action, the suspension or limitation of trading by any execution venue, or any

breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, Business Partner delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of God or any abnormal or unforeseeable circumstances.

In no event shall the total cumulative liability of Tide and Tide Entities for any damages, losses and causes of action (whether arising under contract or otherwise), arising from or relating to your use of the Tide Platform and Tide Services or arising from these Tide Membership Terms exceed INR Ten Thousand (INR 10,000).

d) **Indemnities:** You agree to defend, indemnify and hold harmless Tide, Tide Entities, their officers, owners, directors, employees and agents, Business Partners, Service Providers, consultants, contractors and other applicable third parties (collectively “**Indemnified Parties**”) from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs or debt, and expenses (including any legal fees) arising from:

- your use of and access to the Tide Platform, Tide Business Account and Tide Services;
- your violation / breach of any of these Tide Membership Terms, Additional Product and Service Terms and Tide Policies;
- your violation of any third party right, including any intellectual property right or privacy right; or
- your failure to comply with applicable laws, including tax laws and cyber security laws.

e) **Intellectual Property:** Tide Platform, Tide Services and all intellectual property rights contained therein, including but not limited to any content, are either owned by or licenced to us. ‘Intellectual property rights’ mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents, technology software and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

Our intellectual property includes all logos related to Tide Membership and Additional Products and Services. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. You shall not copy, imitate or use our intellectual property rights without prior written consent.

We and our Business Partners/Service Providers reserve all rights in any intellectual property in connection with the access and use of Tide Platform and Tide Services. We grant you a non-exclusive, non-transferable and a limited licence to use and access Tide Platform, Tide Business Account, and Tide Services during the term of these Tide Membership Terms. This licence does not include any downloading or copying of any kind of information for the benefit of another individual, vendor or any other third party or to create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Tide Services. Any unauthorized use by you shall terminate the permission or license granted to you.

Nothing in these Tide Membership Terms grants you any legal rights in Tide Membership and/or the Tide Platform, other than as set out in these Tide Membership Terms. You agree not to adjust or try to circumvent or delete any notices contained on Tide Platform (including any intellectual property notices) and in any digital rights or other security embedded or contained within Tide Platform.

Any feedback, user reviews, comments, and suggestions you may provide for improvements to Tide Services, its features or Additional Products and Services (“**Feedback**”), whether provided directly to Tide or on third party user review websites, is given entirely voluntarily and Tide will be free to use, moderate, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, (whether in



whole or in part) entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback you provide to Tide in response to any surveys Tide conducts, through any available technology, about your experience. We shall not be liable to pay you any royalty for re-publishing any Feedback across the Tide Platform or any of Tide's marketing materials.

- f) **Third-Party Services, Websites and Resources:** Through Tide Membership, you will be able to elect to receive services from third parties introduced by Tide (a “**Third Party**” and each such service a “**Third-Party Service**”). Tide makes no representation or recommendation as to and accepts no responsibility for Third-Party Services or any material, information, or results made available through Third-Party Services and it shall be your responsibility to assess your election to receive a Third-Party Service, including acceptance of their terms and conditions if required.

If you elect to receive a Third-Party Service, you authorise Tide to submit to the applicable Third Party any and all documents and information about you and your business that are necessary for that Third Party to provide the Third-Party Service to you, including, without limitation, your personal information (including SPDI) and any additional information requested by the Third Party and that you have provided to Tide in connection with these Tide Membership Terms and your receipt of the Third Party Services.

You represent and warrant that Tide's use or disclosure of such information will not violate any rights of privacy or other proprietary rights as such disclosure shall be made as per your authorization given to Tide under these terms, and that you have waived and released any legal claim against Tide and Tide Entities (including its directors, officers, agents, representatives and employees) arising out of a Third Party's use of your information.

Tide Platform may contain links to third-party websites or resources. Tide provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. You acknowledge your sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

#### **14. Grievances/Complaints**

If You would like to log a complaint with us, please email us at [indiasupport@tide.co](mailto:indiasupport@tide.co). We have appointed a Grievance Officer under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and other applicable laws. Details of the said officer are as set out below:

Name: Dicky Singh

Designation: Grievance Redressal Officer and Nodal Officer

Email: [grievanceindia@tide.co](mailto:grievanceindia@tide.co)

Address: Grievance Officer, Tide Platform Private Limited

Following the procedure adopted for redressal of grievances, Grievance Redressal officer shall acknowledge all grievances within twenty-four (24) working hours of receipt and shall address them within a period of one (1) month.

#### **15. Governing law and disputes**

The Tide Platform, the Tide Services, all your transactions with the Tide Platform, and our relationship shall be governed by the laws of India, without regard to conflict of law principles.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Tide Services or these Tide Membership Terms, including those relating to its validity, its construction or its enforceability, but excluding those provisions where it has been specified that Tide's decision shall be final, (any "**Dispute**") shall be, if initiated by a Tide Member, first raised to [grievanceindia@tide.co](mailto:grievanceindia@tide.co). If such Dispute has not been settled within ninety (90) days after the Tide Member reaches out to the aforementioned email ID, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. Provided however when Tide raises any dispute, Tide may directly initiate arbitration in accordance with this section. The Dispute shall be resolved by one (1) arbitrator to be appointed by Tide. The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party.

You agree that subject to the arbitration provisions mentioned above, all Disputes shall be subject to the exclusive jurisdiction of the competent courts at New Delhi.

## **16. Miscellaneous**

- a) You may not transfer or assign or sell any rights or obligations you have under these Tide Membership Terms or otherwise grant any third party a legal or equitable interest over your Tide Business Account without Tide's prior written consent. Tide reserves the right to transfer or assign these Tide Membership Terms or any right or obligation under these Tide Membership Terms in whole or in part at any time to (i) any other Tide Entity; (ii) an acquirer of Tide or any Tide Entities or their respective equity interest, business, or assets; or (iii) a successor entity resulting from any corporate action including mergers or demergers.
- b) If we fail to enforce any of our rights under these Tide Membership Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- c) Unless stated otherwise in these Tide Membership Terms, if any provision of these Tide Membership Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- d) No joint venture, partnership, employment or agency relationship exists between you, Tide, Tide Entities or any third party as a result of these Tide Membership Terms.
- e) We do not provide advice. Any information such as calculations and forecasts, provided to you via Tide Membership, the Additional Products and Services or the Tide Platform is meant for informational purposes only and should not be interpreted as professional advice.
- f) These Tide Membership Terms, and Tide Policies (together with any Additional Product and Services terms displayed in specific sections of the Tide Platform/Tide App, constitute the entire agreement and understanding between you and Tide for the access to the Tide Platform and Tide Services.

## SUPPLEMENTAL TERMS: TIDE LENDING SERVICES TERMS AND CONDITIONS

These supplemental terms to the [Tide Membership Terms and Conditions](#) govern your relationship with us if you use our lending services. Please make sure to read these carefully as these terms form a binding agreement between you and us.

These supplemental terms form part of, and must be read together with the [Tide Membership Terms and Conditions](#). Capitalized terms are defined in the Definitions clause below. Capitalized terms not defined below will have the meanings ascribed to them in the [Tide Membership Terms and Conditions](#).

We reserve the right to modify these terms from time to time. We will notify you of the changes in these terms as required under applicable law. Your continued use of our lending services after such changes indicates your acceptance of the modified terms. We advise you to regularly re-visit this page to be aware of the changes to these terms.

### 1 DEFINITIONS

- 1.1 “**Lender**” means a bank or a Non-Banking Financial Company which offers loans. A list of lenders we’ve partnered with can be found under *Annexure A*.
- 1.2 “**Partner**” means an entity with which Tide has partnered with, to facilitate loans from Lenders.

### 2 TERMS GOVERNING OUR LENDING SERVICES

- 2.1 *Tide’ Role*. You understand that Tide acts as a lending service provider for Lenders it has partnered with. Tide only acts as a facilitator. As such, our role is limited to connecting loan applicants with Lenders. We do not provide loans, nor do we make decisions regarding loan approval, terms, or disbursement.
- 2.2 *Availability of Lenders*. We may choose to introduce you to Partners or Lenders based on the requirements of Lenders we receive. We do not guarantee or assure you of Lenders or loan offerings being available to you.
- 2.3 *Completion of Loan Application*. You will be responsible to complete the loan application requirements set out by a Lender including completion of requisite KYC verification. We do not assume any responsibility for your failure to complete a loan application.
- 2.4 *No Guarantee of Loan Approval*. We may from time to time show you indicative loan offers. However, these indicative offers are just that - indicative. They’re not a commitment from us or any Lender to provide a loan or any credit facility. Likewise, submission of a loan application does not guarantee loan approval. Loan approval is subject to the Lenders’ independent evaluation of your creditworthiness, financial profile, and other criteria. Lenders may decline to issue a loan at any stage of the loan disbursal journey for any reason whatsoever.
- 2.5 *Lender’s Sole Responsibility*. All decisions regarding loan amounts, interest rates, repayment terms, and associated conditions are made solely by the Lenders. We are not involved in the approval process or the terms of the loan agreements.

- 2.6 *Accuracy of Information.* The accuracy and completeness of the information provided by you are critical for the loan application process. We are not responsible for verifying the information you provide and cannot be held liable for any issues arising from inaccurate or incomplete details.
- 2.7 *No Financial Advice.* We do not provide financial, legal, or tax advice. You are encouraged to seek independent professional advice before entering into any loan agreement.
- 2.8 *Third-Party Policies and Terms.* Each Lender may have its own terms, conditions, key facts statement, loan agreement, loan application form, privacy policy and other documents which govern the borrower and lender relationship between you and the Lender. You are advised to review these carefully before proceeding with any loan agreement. We are not liable for the actions, policies, or decisions of any Lender.
- 2.9 *Limitation of Liability.* We will not be held liable for any loss, damage, expense or inconvenience caused by the Lender's decision or actions, including delays, rejections, or adverse impacts on your credit score.
- 2.10 *Borrower Responsibility.* You are solely responsible for understanding the terms and conditions of any loan agreement you enter into. Ensure you carefully read and understand all Lender-provided documents before accepting a loan offer.
- 2.11 *Privacy and Data Sharing.*
- 2.11.1 When you use our lending services, you consent that your information will be processed in accordance with our [privacy policy](#). You also authorise us to share your personal data with Lenders and Partners, as required to facilitate the offering of credit products and services to you.
- 2.11.2 By using our lending services, you authorise us, our Partners and Lenders to approach you for providing information or marketing offers about loans through calls, emails, SMS or WhatsApp. You also waive any registration you have made of your contact number under National Customer Preference Register, National Do Not Call Registry or any other similar registry. You agree that such communications are made upon your request and authorization, and are not in the nature of 'unsolicited commercial communications' (as that term is defined under the relevant Telecom Regulation Authority of India regulations).
- 2.12 *Limitation of Liability.* You agree and understand that we have a limited role in the lending process, and only act as a facilitator between you and the relevant Lender. You agree and understand that in case of any issue with the loan or service of the Lender (or any person other than us), your rights will be governed as per the applicable laws and the loan documents executed/accepted by You. You further agree and undertake not to make us a party to any dispute or make any claim against us unless the dispute or claim directly relates to our acts or omissions in relation to the services provided under these terms. Without prejudice to the generality of the foregoing, in no event will we, our subsidiaries, affiliates, directors & officers, employees, agents, partners or licensors be liable for any direct, indirect, consequential, incidental, special or punitive damages, including, but not limited to, damages for loss of profits or revenues, goodwill, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to avail our lending services.
- 2.13 *Changes and Updates.* We reserve the right to update or modify these terms at any time. Please review this section periodically to stay informed of any changes.

- 2.14 *Grievance Redressal*. You may reach out to our nodal grievance redressal officer for any complaints or queries in relation to our lending services at the below mentioned details:

Name: Dicky Singh

Designation: Grievance Redressal Officer and Nodal Officer

Email: [Grievanceindia@tide.co](mailto:Grievanceindia@tide.co)

We will endeavour to resolve any such complaints or queries in coordination with the relevant Lender or Partner. We may have to direct you to the Lenders or Partners for resolution of some of the complaints or queries. Alternatively, you may reach out to the Lenders or Partners for any complaints or queries as per the grievance redressal mechanism of the respective parties.

**Annexure A**  
**List of Lenders**

Name of Lender	Website
Epimoney Private Limited	<a href="https://flexiloans.com/regulatory">https://flexiloans.com/regulatory</a>