# **MUTHOOT FINANCE LIMITED**

# Registration for Online Gold Loan disbursement through Webpay (<u>https://muthnet.co.in</u>)

То

The Branch Manager Muthoot Finance Ltd

.....Branch (Code )

Dear Sir,

I wish to register for the online gold loan disbursement facility of Muthoot Finance Ltd. I am furnishing here below my details required for the above purpose:

Name and Unique ID No.	
Full Postal Address with Pin Code	
Malila Nasahar	
Mobile Number	
Aadhar number (if available)	
Email id	
Bank Account Number	
Name of Bank and Branch	
IFSC Code	

I am enclosing herewith a copy of the cheque leaf relating to the above account.

I confirm having read the terms and conditions in the attached document relating to Online Gold Loan disbursement through Webpay (<u>https://muthnet.co.in</u>) and agree to the same. I am aware that any transaction relating to online gold loan carried out through Webpay (<u>https://muthnet.co.in</u>) under my User ID and Password with proper authentication through OTP sent to my registered mobile number shall be valid, effective, binding on me and is legally enforceable against me. For the purpose hereof, a document shall be deemed to be "Electronically Signed" if it has been encrypted/authenticated by using an electronic manner/method/procedure or any other technique in accordance with the provisions of the Information Technology Act, 2000.

Name of the customer	Signature	Date
Verified by:		
Branch manager	Signature	Date

#### **MUTHOOT FINANCE LIMITED**

## Registration for Online Gold Loan disbursement through Webpay (<u>https://muthnet.co.in</u>)

## **TERMS & CONDITIONS**

#### **Basics:**

- 1. Access to Online Gold Loan facility through Webpay (<u>https://muthnet.co.in</u>) will be provided only after completing this registration process at the branch, where the gold ornaments will be deposited, and after valid authorization from Muthoot Finance Limited.
- Any discrepancy in the online account should be immediately brought to the notice of Muthoot Finance Limited either by E-mail to <u>webpay@muthootgroup.com</u> or by calling our customer care numbers provided on Webpay (<u>https://muthnet.co.in</u>) or through a complaint letter at the nearest branch.
- 3. All payments will be credited only to the Bank Account furnished by the customer at the time of registration.
- 4. All online transactions on Webpay (<u>https://muthnet.co.in</u>) will be confirmed through OTP sent to the registered mobile number.

#### **Obligations of Muthoot Finance Limited:**

- Webpay (<u>https://muthnet.co.in</u>) is GEOTRUST certified. It means that the two-way communication is secured with 128-bit EVSSL encryption technology, which ensures the confidentiality of the data during transmission. Reasonable use of available technology will be made to ensure security and to prevent unauthorized access.
- 2. Webpay (<u>https://muthnet.co.in</u>) can be accessed from anywhere any time provided internet connection is available with reasonable coverage/speed to access data.
- 3. Password can be reset using "forget password" option only by the registered user after OTP confirmation.
- 4. Online service requests received from customer will be eligible for fulfilment from the time of completion of registration at the branch.
- Rules and regulations applicable to normal banking transactions including RTGS/NEFT/IMPS (Immediate Payment Service) regulations in India will be applicable for the transactions executed through this Webpay.
- 6. Muthoot Finance Limited reserves the right to change/modify the services offered or the Terms of Service on Webpay (<u>https://muthnet.co.in</u>) at its discretion at any time without any notice. A notification to that effect will be updated on Webpay (<u>https://muthnet.co.in</u>) for the customer.
- 7. Maintenance & up gradation of software/OS/hardware etc., used by the customer will be the whole & sole responsibility of the customer alone and Muthoot Finance Limited will have no obligation whatsoever to support them in any manner. However an update from time to time may be provided

to customer regarding Internet software such as browsers, which are required for using Webpay (<u>https://muthnet.co.in</u>)

- 8. Muthoot Finance Limited, at its sole discretion, shall have the liberty to modify/amend/withdraw the services of Webpay (https://muthnet.co.in) without any prior intimation to the customers.
- 9. Valid token and terms and conditions are sent to the customer's Email ID registered with Muthoot Finance Limited at the time of creation of user ID and Password. All communications shall be made by Muthoot Finance Limited in the said Email ID.

### **Obligations of Customer:**

- Maintaining the secrecy of the user credentials of the customer with regard to Username and Password, registered on Webpay (<u>https://muthnet.co.in</u>) is the whole and sole responsibility of the customer. Muthoot Finance Limited presumes that any login on Webpay (<u>https://muthnet.co.in</u>) using valid Username and Password is a valid session initiated by none other than the customer and will be binding on the customer.
- Any change in customer's registered mobile number should be informed and captured in the Muthoot Finance Limited records, as all online transactions on Webpay (<u>https://muthnet.co.in</u>) will be processed through OTP confirmation sent to the registered mobile number of the customer.
- Any change in customer's bank account details should also be informed and captured in the Muthoot Finance Limited records, as all payments related to online transactions on Webpay (<u>https://muthnet.co.in</u>) will be processed only to the registered bank account of the customer.
- 4. The customer undertakes to confirm that he/she will not access Webpay (<u>https://muthnet.co.in</u>) through any illegal means or use it /allow others to use it for any illegal activities, forbidden by law.
- 5. Copies of the documents executed by the customer including the terms and conditions are sent to the customer's Email ID registered with Muthoot Finance Limited at the time of creation of user ID and Password. All communications shall be made by Muthoot Finance Limited to the said Email ID.
- 6. Any intimations/notices sent by Muthoot Finance Limited to the registered mobile number or Email ID shall be deemed to have been received by the customer even in the absence of any acknowledgement from the customer.

#### Liability & Indemnity:

- 1. The customer alone shall be liable for any loss from unauthorized transactions in his account/s if he has breached the terms or contributed or caused the loss by negligent actions on his part such as:
  - Keeping a written or electronic record of Muthoot Finance Limited Webpay Password
  - Disclosing or failing to take all reasonable steps to prevent disclosure of Muthoot Finance Limited Webpay Password to anyone including any minor, company staff and/or failing to advise the company of such disclosure within 24 hours.
- 2. Muthoot Finance Limited will be completely absolved of all liabilities in case the customer fails to inform/complaint to Muthoot Finance Limited within 24 hours about any unauthorized access to or

erroneous transactions on Webpay (<u>https://muthnet.co.in</u>). After receiving the customer complaint Muthoot Finance Limited will disable the Webpay access credentials of that customer. In such cases if fund transfer has not been already initiated, then Muthoot Finance Limited will stop the transfer and inform the customer. In case the transfer has already been initiated before receiving the customer complaint then Muthoot Finance Limited will share all the transfer/transaction details with the customer to enable the customer to take up the matter with the concerned authorities.

- 3. Muthoot Finance Limited shall, in no circumstances, be held liable by the Customer if Webpay (<u>https://muthnet.co.in</u>) access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or UPS breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of Muthoot Finance Limited. Muthoot Finance Limited shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the User, which fits in the definitions of a Cyber Related Crime' as accepted internationally. Muthoot Finance Limited shall, under no circumstances, be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- 4. The Customer shall indemnify and hold Muthoot Finance Limited harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Muthoot Finance Limited may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing Muthoot Finance Limited Webpay or by reason of Muthoot Finance Limited in good faith taking or refusing to take or omitting to take action on any instruction given by the Customer.

### Governing Law & Jurisdiction:

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration exclusively within jurisdiction of Ernakulum, Kerala State. The arbitration proceeding shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996.

I have received, read and fully understood the aforesaid terms and conditions and/or have independently had the aforesaid terms and conditions translated accurately in my vernacular language and has completely and fully understood the same to my satisfaction.

#### Above conditions Accepted

Customer's Name

Signature