

# True Credits Private Limited



true credits

## Selfie Terms and Conditions

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## **Terms and Conditions for process of capturing Selfie for onboarding User**

These Terms of Service for process of capturing Selfie (hereinafter referred to as the “Terms” or “ToS”) is a legally binding agreement between you, the user (hereinafter referred to as “User” or “You” and shall include is pronoun forms such as “Your”) and Balancehero India Private Limited (hereinafter referred to as “BalanceHero” or “Company” or “We”). Further, these terms are to be read in conjunction with Service-Terms & Conditions of the Company at <https://www.truebalance.io/terms-of-service>.

These terms and conditions document is an electronic record in terms of the Information Technology Act, 2000 and rules there under in force, and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing of the rules and regulations for access or usage of the internet resource i.e. the website as well as the True Balance mobile mobile application platform and any other application or software run under the brand name “True Balance” (hereinafter referred to as the “True Balance”).

These T & C are prepared in compliance with the internal policies of the Company and such other applicable laws and regulations and guidelines (*as amended from time to time*). By clicking, you acknowledge that you have read, understood and accepted these terms and other terms and conditions as applicable.

For the purposes of these ToS:

**“Selfie”** means a self-portrait photograph of the face of User which is taken by User while using the True Balance Application through the camera of the device of User in which True Balance application is installed.

**“Selfie Process”** means the process of capturing Selfie and other documents through True Balance application and further using it for onboarding purposes as prescribed in this ToS.

### **1. Access and User’s consent**

Access to the camera is requested to capture the liveliness of the face of the customer in Selfie with the single picture click for the purpose of matching such picture with the customer picture provided in the identity document/KYC document of customer. The said access is requested in order to process the customer loan application by InCred Financial Services Limited (“**Lender**”) which is Lending partner of True Credits Private Limited (“True Credits”). By giving the access you represent that you understand the features of your device in relation to the camera and shall accept to use it as required for the purposes of on-boarding process for loan from Lender.

The Company shall be taking services of **HyperVerge Technologies Private Limited (“Hyperverge” or “Service Provider”)** which shall include face match, liveness check, quality/fraud checks on face.

You hereby consent, as required by applicable law, to enable Service Provider or Company to use, share, store and process your Personal Information. **“Personal Information”** here means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person, as defined

in the rules framed under the Information Technology Act, 2000 in India, as may be amended from time to time.

Further, you hereby authorize Company, or Service Provider to collect/store/verify any and all information/details received through the Selfie process including but not limited to the Selfie itself, information received from documents/information captured/shared through the Selfie Process.

## **2. General Terms:**

The User agrees and understands the following requirements for the purposes of Selfie Process:

- i. The Selfie Process will work only in good network/internet conditions.
- ii. The Selfie Process will work only if Selfie is captured from device with good camera quality.
- iii. any attempt to take any picture from a hard copy of the photo or show the picture/face from the phone/laptop shall not be accepted.
- iv. The User shall refrain from low light exposure, using mask, goggles or any other factor with which a User can try to hide his/her identity. In such cases the User would be blocked and shall be required to capture the correct Selfie for further process.
- v. In case the Selfie or other documents captured in Selfie Process do not comply with the policy and/or relevant guidelines of Company, or Lender due to any reason whatsoever, the application of loan may be rejected at sole discretion of Lender. Notwithstanding, anything contained in this ToS, the processing of application loan shall be dependent on several other factors apart from Selfie Process, hence, the Company, or Lender do not assure that by successful completion of Selfie Process, the loan to User shall be sanctioned, or disbursed.
- vi. The captured Selfie may be stored in the Company/ True Credits/ Lenders database for future reference in accordance with applicable laws, rules and guidelines. Further, the Company undertakes that the data captured at this step shall be shared and stored with the Lender and also to the third party in accordance with the privacy policy of the Company/True Credits /Lender.
- vii. The User may be rejected in following circumstances;

If the User chooses to skip/decline to go for any authentication under Selfie Process.

If the Selfie is not valid as per the standards applicable.

If the authentication fails (i.e Selfie does not match with the face of user in picture of User in UIDAI/CKYC/ or other KYC documents).

## **3. Acceptance of ToS:**

By accepting these terms and conditions in the digital journey of the Selfie Process, the User shall be deemed to have accorded his explicit approval/consent to (i) complete the onboarding process for the loan application; and (ii) for sharing information with any third party in accordance with the applicable laws and regulations and the policies and procedures of the Company/True Credits/ Lender.

## **4. Miscellaneous:**

- i. User agrees that all costs incurred at the User's end (technical/data plan related or otherwise) for completing the Selfie Process shall be borne by the User solely.

- ii. The User agrees that Company, True Credits, or Lender shall not be liable for any connectivity/signal/data related issues leading to incomplete information/application being provided by User.
- iii. User hereby agrees to indemnify, defend and hold harmless Company, True Credits, or Lender from and against any and all liability, loss that may occur, arise from reliance by Company, True Credits, or Lending Partner:
  - a. on the information, declarations, documents, images and undertakings, etc. provided by the User (on account of them being fake/incorrect/erroneous);
  - b. the usage of online/offline mode for the Product/Facility application including the details provided basis the Selfie Process; or
  - c. breach, non-performance or inadequate performance by the User of any of these ToS; or
  - d. the acts, errors, representations, misrepresentations, misconduct or negligence of the User in performance of its obligations; or
  - e. due to act/omission of User any virus, harmful code or malicious software is transferred in the True Balance app, or systems of Company or Service Provider

#### **5. Limitation of Liability:**

Neither Company, or True Credits nor its employees shall be responsible or liable in any way for any direct or consequential loss suffered by the User or any third party or towards any claims that may arise due to the rejections of the loan application due to the Selfie Process availed by the User.

The Company shall not be liable for any failure to perform any obligation contained in these ToS or for any loss or damage whatsoever suffered or incurred by the User or a third party howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

Under no circumstances shall the Company be liable to the User or a third party for any indirect, incidental, consequential, special or exemplary loss or damages in connection with the Selfie Process.

#### **6. Governing Law:**

The laws of India shall govern these ToS. The User hereby agrees that any legal action or proceedings arising out of the ToS shall be brought in the courts or tribunals at Gurugram, Haryana in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. The Company may, however, in its absolute discretion, commence any legal action or proceedings arising out of the ToS in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

#### **7. Grievance Redressal:**

Further, in case of concerns/grievances/complaints the customer may contact at details given on the website of the Company/Lender.