

## TERMS AND CONDITIONS

**Last Updated: 21, April 2024**

### INTRODUCTION

- A. Through the Platform, the Company provides loan facilitation services to you by assisting you to avail loans from a non-banking financial company ("**Lender**" or "**Lending Partner**"). The objective of the Platform is to facilitate the lending and borrowing of capital, in accordance with the terms of the loan agreement and other documentation to be executed between the Lender and borrower/you whether in physical or electronic form, without any recourse to the Company. The company operates the Platform as a marketplace for the purpose of connecting you with the Lending Partners and not in the capacity of a non-banking financial company-peer to-peer lending platform (NBFC-P2P), as defined under the Master Directions-Non-Banking Financial Company- Peer to Peer Lending Platform (Reserve Bank) Directions, 2017.
- B. By accepting the terms or by accessing, using, or availing any part of the Service, You expressly agree to and consent to being irrevocably bound by these terms and conditions ("**Terms and Conditions**"), as amended from time to time, and any other applicable laws, whether or not you are a registered user of the Platform. If You do not agree with any of these Terms and Conditions, You must immediately cease accessing and/or using the Company website or other portals ("**Platform**"), or the Services being provided under these Terms and Conditions. Your acceptance of these Terms and Conditions will operate as a binding agreement between "**You/Client**" and CreditMitra, a company incorporated under the Companies Act, 2013 and having its registered office at Hitech City, Hyderabad ("**Company**" or "**we**" or "**us**" or "**our**") in respect of Your use of the Services.

The Company's Privacy and Security Policy is provided separately on the website and is an integral part of these Terms and Conditions. Thus, while accepting these Terms and Conditions, You are confirming that you have read and unequivocally accepted our Privacy Policy.

If you disagree with any of the Terms and Conditions, please immediately terminate your use of the Platform, do not click "I Accept" or "I Agree" or download, install or use the App.

### 1. DEFINITIONS

- 1.1. **"Customer(s)"** or **"You"** or **"User"** or **"End-Users"** shall mean any person who accesses, downloads, uses or views the Platform and the Services (as defined below).
- 1.2. **"Intellectual Property Rights"** means any and all patents, copyrights, trade secret rights, trademark rights, design rights, software code, and other proprietary or similar rights in intellectual property, existing now or in the future, including the rights to secure registrations, renewals, and extensions thereof.
- 1.3. **"Loan"** shall mean the loan that you may apply for through the Platform and which is sanctioned and granted by Lender, subject to the applicable terms and conditions of the loan agreement.
- 1.4. **"Loan Agreement"** shall mean the loan agreement to be executed between Lender and the borrower/you for granting the Loan.
- 1.5. **"Online Stores"** shall mean Windows Store, Android Google Play, iOS App store or any other online store or portal where the App will be made available by the Company to the End-Users, from time to time.
- 1.6. **"Outstanding Amount(s)"** shall mean the principal amount of Loan, interest and applicable charges in accordance with the terms of the Loan Agreement due and payable by borrower/you to Lender, on respective due date(s).
- 1.7. **"Personal Information"** means 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. Such Personal Information may include your name, email address, date of birth, residence address, telephone number, credit or debit card number, your financial information, password, device information, identity information, login-in credentials of Third Party Platforms, location information, and/or log information.
- 1.8. **"Services"** means any services or loan facilities requested, made available or received via the Platform.
- 1.9. **"Third Party Platforms"** shall mean social networking platforms, such as Facebook, LinkedIn or other similar platforms.
- 1.10. **"User Data"** shall mean any data, information, documents or materials provided by you to the Company prior to or during the use of the Services.

## **2. SERVICES**

- 2.1. You may have to register on the Platform before accessing the complete dashboard made available to You for the rendition of Services by us to You. You can apply for the Loan through the Platform, subject to the fulfilment of the eligibility criteria laid down herein. You understand that the Company has been appointed by the Lender to collect, authenticate, track your location, verify and confirm the Personal Information or User Data, documents and details as may be required by the Lender to sanction the Loan.
- 2.2. The registration on the website does not, in any event, empower You to use the Services unless You have accepted the appropriate agreement for Services (Loan Agreement). However, for any reason whatsoever You choose to activate the Services without first accepting the applicable Loan Agreement, in that case, it would be deemed that You have also accepted the appropriate terms of the agreement impliedly by Your conduct to accept the Services. You would, in that case, be bound by the appropriate terms of the relevant Loan Agreement in relation to the Services and we shall have all right, title, and interest in enforcing the terms and conditions of such Loan Agreement.

- 2.3. The details that You have utilized for the creation of the login ID and password are privy to You or Your organization. We have no manner to access the details of Your login ID or password. You would be solely responsible for sharing Your login ID or password with anyone other than Yourself or within Your organization.

- 2.4. The login ID and passwords are key to the dashboard and acceptance of Services. The access granted to a person through login ID and password will empower to switch on and switch off the Services, move funds and pass on instructions to us which we would rely upon to process the transactions. In such a scenario, You should ensure that the login ID and password are preserved and are shared with a trustworthy person within the organization.
- 2.5. You authorize the Company to collect and store the Personal Information through the Platform. In order to avail the Services, you are required to register with the Company by creating your user account (“**User Account**”) or through Third Party Platforms and share and upload your Personal Information on the Platform. During the application process, you shall be required to provide and upload your Personal Information.
- 2.6. You agree that the Personal Information shall always be accurate, correct and complete. As part of the Services, you authorize us to import your details and Personal Information dispersed over Third Party Platforms. You understand and acknowledge that we may periodically request for updates on such Personal Information and we may receive such updated information from Third Party Platforms. Failure to provide correct details or to not to provide relevant details or to cheat the Company to provide Services by providing false information would entitle the Company to terminate the Services with immediate effect and without any notice whatsoever.
- 2.7. All transactions undertaken on your behalf by the Company will be on the basis of your express instructions/consent and will be strictly on a non-discretionary basis. You also authorise the Company to get your credit information report from one or more credit information companies as decided by the Company from time to time.
- 2.8. Once you verify and upload the Personal Information and/or other documents and details in the Platform, the Company shall process the same. Thereafter, the Company shall share your Loan application and documents with its Lending Partners in accordance with the applicable laws and the Privacy and Security Policy. The Lending Partners shall process your Loan application on the Platform and the documents uploaded by you in accordance with their respective credit policies and credit analysis and they shall be entitled to accept or reject your Loan application at their sole discretion.
- 2.9. You shall be notified in the event the Company/Lending Partner require any further Know Your Customer (“**KYC**”) documents/information from you. Accordingly, the Company/Lending Partner shall verify your KYC in their sole discretion.
- 2.10. Where a Lending Partner approves your Loan application, you shall be presented with the Loan Agreement on the Platform for you to execute. You may also be required to fill and upload any other document as may be required by the Lending Partner.
- 2.11. You understand and acknowledge that certain fees and charges as specified elsewhere on the Platform would be payable by you to the Company for processing your Loan application and/or availing any other Services.
- 2.12. Upon successful execution of the Loan Agreement and/or other documents, the Loan shall be disbursed as per the mode provided in the Loan Agreement. You are required to repay the Outstanding Amount(s) to the Lender, on the respective due date(s) mentioned in the Loan Agreement/Platform.
- 2.13. Any additional or duplicate payment, if any, made or caused by you will be refunded or cancelled, as the case may be, and would be credited to your account as per the Loan Agreement.

- 2.14. You understand and acknowledge that the Company reserves the right to retain your Personal Information and track your location during the period Services are rendered to you, and shall cease to retain such information as soon as it is reasonable to assume that the purpose for which that Personal Information was collected is no longer being served by retention of the Personal Information, and there being no outstanding payment obligations of you towards the Lender.
- 2.15. You understand and acknowledge that you shall be solely responsible for all the activities that occur under your User Account while availing the Services. You undertake that the Company shall not be responsible and liable for any claims, damages, disputes arising out of use or misuse of the Services. By usage of the Services, you shall be solely responsible for maintaining the confidentiality of the User Account and for all other related activities under your User Account. The Company reserves the right to accept or reject your registration for the Services without assigning any reason thereof.
- 2.16. You understand and acknowledge that, you are solely responsible for the capability of the electronic devices and the internet connection, you chose to run the Platform. The Platform's operation or the Services on your electronic device is subject to availability of hardware, software specifications, internet connection and other features and specifications, required from time to time.
- 2.17. The User Data provided during the registration is stored by the Company for your convenience. You are not required to log-in to your account, every time, to use or access the Platform. You understand and acknowledge that by accepting the Terms and Conditions, you authorize us to track and fetch the User Data for the purpose of authentication and any updates with regards to your credentials.
- 2.18. You may delete your User Account by submitting a request to us at [support@creditmitra.in](mailto:support@creditmitra.in) subject to there being no outstanding payment obligations of you towards the Lending Partners.

### **3. ELIGIBILITY**

- 3.1. The use of the Platform is available only to persons who can enter into legally binding contracts under applicable laws of India. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of eighteen (18) years, you shall not register on the Platform and shall not transact on or use the Platform. As a minor, if you wish to use or transact on the Platform, such use or transaction may be made by your legal guardian or parents on the Platform. The company reserves the right to terminate your membership and/or refuse to provide you with access to the Platform if it is brought to the Company's notice or if it is discovered that you are under the age of eighteen (18) years. You further acknowledge and agree that you are not barred or otherwise legally prohibited from accessing or using the Platform under the laws of India or any other applicable law.
- 3.2. In addition to these general requirements, you may also have to fulfil additional criteria to be able to use the Services available on the Platform.
- 3.3. If you violate any of the Terms and Conditions, the Company may terminate your membership, close, limit or put on hold the access to Your account, delete or suspend your account on the Platform and any related information and/or prohibit you from using or accessing the Platform at any time in its sole discretion. Such right to close, suspend, limit or put on hold the User's access to the account on the Platform shall continue till such time that the User submits genuine documents/credentials/information to the satisfaction of the relevant authorities as per the extant rules, regulations or guidelines, as well as to the satisfaction of the Company without prejudice to any other legal remedy that the Company is entitled to prefer as per applicable law.
- 3.4. You acknowledge and agree that through the Platform, Company provides you with access to various Services offered by the Lending Partners and that it does not in any way imply, suggest, or constitute any sponsorship, recommendation, opinion, advice or approval or offer by Company for such Lending Partners or their Services. Company at no point represents that it has any right to lend, either directly or on behalf of the Lending Partners.
- 3.5. You agree that Company is in no way responsible for the accuracy, timeliness or completeness of information obtained from the Lending Partners. Your interaction with any Lending Partner accessed through the Platform is at your own risk, and Company shall have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such Lending Partner or for any damages or expenses resulting from your interactions with the Lending Partners. You agree and acknowledge that your use of the Services offered by the Lending Partners shall be solely governed by the terms of the Loan Agreement and/or any other document and Company is not and shall not, under any circumstances whatsoever, be a party to or control in any manner any transaction between you and the Lending Partners.

#### **4. MODIFICATIONS AND UPDATES TO THE PLATFORM**

- 4.1. Company is committed to ensuring that the Platform is as useful and efficient as possible. For this reason, Company reserves the right, at its sole discretion, to make changes to, or update the Platform, or any charge for its Services, at any time and for any reason without any prior notice to you. It is your responsibility to review and download the Terms and Conditions periodically for any updates/changes if you want to keep using the Platform. Company does not promise that it shall always update the Platform so that it is relevant to you or that the updated versions of the Platform will always be compatible with your device.

- 4.2. However, the Company will, at least once in a year, inform You of any change in these Terms and Conditions, Privacy and Security Policy.
- 4.3. The Company will make all reasonable efforts to provide uninterrupted Services subject to downtime and regular maintenance. From time to time Company may suspend some or all access to or use of the Platform, Content, Platform Services, User materials or User Account details for scheduled or unscheduled routine, non-routine or emergency maintenance or for any other reason where the Company reasonably considers it necessary to do so. In the event of such a suspension, the Company will, where reasonably practicable, use reasonable efforts to give notice of the suspension via the Platform beforehand.
- 4.4. However, notwithstanding anything in these Terms and Conditions, the User acknowledges that the Platform, Services, and third-party services, if any, may not be uninterrupted or error-free or free from any virus or other malicious, destructive, or corrupting code, program, or macro and Company and the Lending Partner disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the Platform/Services for a particular purpose.

## **5. USER'S OBLIGATIONS FOR ACCESSING THE PLATFORM**

- 5.1. You may only use the Platform to avail the Services that may be offered on the Platform by Company and the Lending Partners. You shall not use the Platform to make any fraudulent transactions. You agree not to use the Platform for any purpose that is unlawful, illegal or forbidden by the Terms and Conditions, or any applicable laws. Company may, at its sole discretion, at any time and without prior notice or liability, impose additional requirements and restrictions or suspend, terminate or restrict your access to the Platform (or any portions thereof) if it comes to Company's notice that you have breached the Terms and Conditions, Privacy and Security Policy and/or any applicable laws.
- 5.2. You must be the sole owner and User of your User Account. You cannot have more than one User Account at any point of time. You are responsible for maintaining the confidentiality and security of your User Account, password and activities that occur in or through your User Account and for restricting access to your device so as to prevent unauthorized access to your User Account.
- 5.3. The User must notify the Company at support@creditmitra.in as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the Platform or any unauthorised transaction or attempt to execute an unauthorised transaction in connection with the Services or any other circumstance that might be reasonably likely to result in any prejudice to the security of the Platform or User Account login details.
- 5.4. You agree, undertake and confirm not to host, display, upload, modify, publish, transmit, update or share any information that:
- a) belongs to another person and to which you do not have any right to;
  - b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
  - c) harm minors in any way;
  - d) infringes any patent, trademark, copyright or other proprietary rights;
  - e) violates any law for the time being in force;
  - f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g) impersonate another person;

- h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- i) 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.

5.5. You further agree, undertake and confirm not to:

- a) use the Platform or the Services for committing fraud, embezzlement, money laundering, or for any unlawful and/or illegal purposes;
- b) to reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform;
- c) use the Platform to harm or injure any third party;
- d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform;
- e) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- f) upload, post, email, transmit or otherwise make available on the Platform, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam", "chain letters," "pyramid schemes," or any other form of solicitation; or
- g) interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform.

5.6. We reserve the right, but have no obligation, to monitor the materials posted on the Platform. Notwithstanding this right, you remain solely responsible for the content of the materials you post on the Platform. In no event shall Company assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of content and/or appearance of content on the Platform.

## **6. CONTENT AVAILABLE**

6.1. You acknowledge that the Company makes no representations or warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images (collectively, the "**Content**") which you may have access to as part of the Services, or through your use of the Platform. Under no circumstances, shall the Company be liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Platform. The Content on the Platform should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other instrument or financial products / schemes of the Company (including its affiliates), unless expressly covered in the Terms and Conditions.

## **7. INTELLECTUAL PROPERTY RIGHTS**



- 7.1. You understand, acknowledge and agree that the Company is the sole owner of all rights, title and interest, including any and all Intellectual Property Rights in the Content, Platform, Services, logos, trade names, brand names, designs and any necessary software used in connection with the Platform and/or Services.
- 7.2. There may be proprietary logos, service marks and trademarks found on the Platform whether owned/used by the Company or otherwise. By displaying them on the Platform, the Company is not granting you any license to utilize the proprietary logos, service marks, or trademarks. Any unauthorized use of the same may violate applicable intellectual property laws.
- 7.3. Company grants you a limited license to access and use the Platform for personal, non-commercial use. This license is non-transferable and it does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the Platform or the Services provided thereon. You do not have the right to use any of Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You may use information on the Services made available on the Platform for downloading, provided that you (i) do not remove any proprietary notice language in all copies of such documents, (ii) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (iii) make no modifications to any such information; and (iv) do not make any additional representations or warranties relating to such documents. Except as expressly provided in the Terms and Conditions, no part of the Platform may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Company's express prior written consent. Any unauthorized use of the Platform may result in immediate revocation of the license granted to you by Company.
- 7.4. You understand and acknowledge that the Platform is owned by the Company. Nothing under the Terms and Conditions shall be deemed to be a transfer in ownership, rights, title, from the Company to you or any third party, in the Platform. You are entitled to avail the Services offered by the Company during the validity of your registration with the Company.
- 7.5. No Party may, under any circumstances, use or seek to register any trademark, business name, business processes, inventions, company name, or domain name using or incorporating the intellectual property of the other Party.
- 7.6. Each Party acknowledges that upon expiry or termination of the Loan Agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.
- 7.7. It is agreed between the Parties that during the term any promotion or publicity of the Service would always carry 'Company' service marks or the appropriate Company marks as may be agreed between the Parties.

## **8. THIRD PARTY LINKS IN THE PLATFORM**

- 8.1. The Platform may contain links to other websites owned and operated by third parties who are not related to the Platform ("**Linked Websites**"). The Linked Websites are not under the control of the Company and the Company shall not be responsible for the content of any Linked Websites or any hyperlink contained in a Linked Website and makes no representation or warranty with respect to the content of any such Linked Websites.
- 8.2. The Platform provides these links to you as a convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by the Company. Your access or use of such Linked Website is entirely at your own risk. The Company shall not be a party to any transaction between you and the Linked Website. Your use of a Linked Website is subject to the terms and conditions of that respective Linked Website.
- 8.3. The Platform may also contain third party advertisements. The display of such advertisements does not in any way imply an endorsement or recommendation by/of the relevant advertiser, its products or services. You shall independently refer to the relevant advertiser for all information regarding the advertisement and its products and/or services. The Company accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction. Further, the Company hereby disclaims any and all warranties, express or implied, written or oral, including but not limited to warranties of fitness and merchantability of such Linked Websites and the content/advertisements available on such Linked Websites.

## **9. ANCILLARY SERVICES**

- 9.1. While accessing the Platform, You may get access to chat rooms, blogs, feedbacks, reviews and other features ("**Ancillary Services**") that are/may be offered from time to time on the Platform and may be operated by us or by a third party on our behalf.
- 9.2. You shall not (nor cause any third party to) use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism, or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities, falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- 9.3. Additionally, the Platform may contain advice/opinions and statements of various professionals/ experts/ analysts, etc. The Company does not endorse the accuracy, reliability of any such advices/opinions/ and statements. You may rely on these, at your sole risk and cost. You shall be responsible for independently verifying and evaluating the accuracy, completeness, reliability and usefulness of any opinions, services, statements or other information provided on the Platform.
- 9.4. All information or details provided on the Platform shall not be interpreted or relied upon as legal, accounting, tax, financial, investment or other professional advice, or as advice on specific facts or matters. The Company may, at its discretion, update, edit, alter and/or remove any information in whole or in part that may be available on the Platform and shall not be responsible or liable for any subsequent action or claim, resulting in any loss, damage and or liability.
- 9.5. Nothing contained herein is to be construed as a recommendation to use any product, process or service, and the Company makes no representation or warranty, express or implied that, the use thereof will not infringe any Intellectual Property Right (including without limitation patent).

## **10. SUSPENSION/TERMINATION OF SERVICES**

- 10.1. The Company reserves its rights to terminate or suspend your User Account in the event:
- a) you breach any provision of the Terms and Conditions and the Privacy and Security Policy;
  - b) the Company is required to do so under applicable law;
  - c) the Company chooses to discontinue the Services being offered or discontinue to operate the Platform;
  - d) the license granted to use the Platform expires; or
  - e) of non-payment of Outstanding Amount(s) by you to the Lender.
- 10.2. The Company reserves its right to track you, even when you have uninstalled the App, until all your obligations, including but not limited to payment of the Outstanding Amount(s) is in subsistence.
- 10.3. Company may wish to stop providing Services through the Platform, and may terminate your use of it at any time without any prior notice to you or liability to Company, although Company shall endeavour to provide you with prior written notice. Unless Company informs you otherwise, upon termination, (a) the rights and licenses granted to you under these Terms and Conditions shall stand revoked, though your rights and obligations under any existing Loan Agreements shall not lapse and such Loan Agreements shall stay in force in accordance with your agreement with the relevant Lending Partners; and (b) you shall stop using the Platform. Company reserves the right to suspend or cease providing any Service and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

## **11. DISCLAIMER OF WARRANTIES**

- 11.1. Company operates the Platform as an intermediary and it hereby expressly disclaims all liability, responsibility, warranty and covenants for the Services provided by the Lending Partners through the Platform, or any liability arising out of your Loan Agreements with Lending Partners.
- 11.2. You agree that Your use of the Platform is being conducted voluntarily and after due research about the Platform and the Lending Partners. The Company is not responsible for any adverse consequences arising out your use of the Platform if such consequences are not traceable to any breach on the part of Company.
- 11.3. You expressly understand and agree that:
- a) The Platform, all Content and Services included on or otherwise made available to you through the Platform are provided on an “as is” and on an “as available” basis, without any representation or warranties, express or implied except otherwise specified in writing. Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance;
  - b) Your use of the Services and the Platform is at your sole risk;
  - c) Company shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of Company, including failures of or problems with the internet or part of the internet, attempted hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections;
  - d) Any material downloaded or otherwise obtained through the access or use of the Platform, is at your own discretion and risk and that you will be solely responsible for any damage to your computer system, electronic data or loss of data that results from the download of any such material. No advice or information, whether verbal or written, obtained by you

from Company, for the Services or through the Platform shall create any warranty not expressly stated in the Terms and Conditions;

- e) The Services are intended for personal, non-commercial use. You shall be solely responsible for the use, misuse, improper usage of the Services and the Platform. Company shall not be liable for any damages accruing out of the use of the Services which have not been expressly stipulated under the Terms and Conditions; and
- f) Company makes no warranty, including implied warranty, and expressly disclaims any obligation, that: (a) the Contents are and will be complete, exhaustive, accurate or suitable to your requirements; (b) The Platform or the Services will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Platform or Services will be accurate, reliable or as desired by You.

## **12. INDEMNITY**

- 12.1. Notwithstanding anything contained in these Terms and Conditions, You undertake and agree to indemnify and hold the Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from and against any and all costs, claims, charges, expenses, losses, damages or demand, including attorneys' fees, however, arising in relation to any claim or proceeding brought/ made by any third party due to or arising out of:
  - a) your breach of the Terms and Conditions or Privacy and Security Policy;
  - b) your breach of any rights of other users of the Platform;
  - c) your use or misuse of the Platform or the Services;
  - d) your violation of applicable laws.
- 12.2. This clause shall survive termination of these Terms and Conditions. However, the claims for indemnity should arise before the date of termination of these Terms and Conditions. The User shall not be entitled to make any claim relating to indemnities after 1 (one) year from the date of such termination.
- 12.3. Notwithstanding anything contained herein, the Company has a right to withhold or set off its claims of indemnity from the outstanding settlement amount or any other amount which is with Company immediately upon raising the claim of indemnity.

## **13. LIMITATIONS OF LIABILITY**

- 13.1. You expressly understand and agree that the Company, including its directors, officers, employees or representatives shall not be liable to You for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the User has been advised of the possibility of such damages), resulting from; (a) use or the inability to avail the Services (b) inability to use the Platform (c) failure or delay in providing the Services or access to the Platform (d) any performance or non-performance by the Company (e) any damages to or viruses that may infect your electronic devices or other property as the result of your access to the Platform or your downloading of any content from the Platform and (f) server failure or otherwise or in any way relating to the Services.
- 13.2. In no event shall the Company be liable to any third party(ies). And in no event shall the Company's total cumulative liability arising from or relating to these Terms and Conditions exceed the amount of fees received from the User by the Company.

## **14. FORCE MAJEURE**

- 14.1. Company shall not be held responsible for damage, loss, non-availability of the Platform or its Services, or deficiency in provision of the Platform or its Services, resulting directly or indirectly due to (without limitation) a fire, earthquake, flood, epidemic, pandemic, strike, lockout, labour unrest, riot, civil disturbance, war, civil commotion, act of God, act of terrorism, sabotage, computer hacking, unauthorized access to computer data and storage devices, computer crashes, court order, change in law, or any other circumstance which is beyond the reasonable control of Company.

## **15. PRIVACY POLICY**

- 15.1. Company may collect, store, use, process and transfer to third parties information provided by you at the time of registration of your User Account, or during the course of your use of the Platform or Company's Services, including your Personal Information, in accordance with applicable data protection laws and the Privacy and Security Policy. For more information on how the Company collects, receives, possesses, stores, deals or handles your Personal Information, please see and agree to the Privacy and Security Policy provided on the Platform. Your acceptance of the Terms and Conditions, and use of the Platform, shall be deemed to constitute your acceptance of the terms of the Privacy and Security Policy.
- 15.2. You acknowledge and agree that you cannot withdraw your consent to the Privacy and Security Policy during the validity and subsistence of a Loan Agreement, to the extent such consent is necessary for the consummation of the transactions under the Loan Agreement.

## **16. GOVERNING LAW & JURISDICTION**

- 16.1. The Terms and Conditions (and by extension, the Privacy and Security Policy) are governed by and construed in accordance with the laws of India. By using the Platform, you hereby irrevocably consent to the jurisdiction of competent courts in India, in the event of any disputes arising out of or in relation to your access to and use of the Platform.

## **17. MISCELLANEOUS**

- 17.1. Each of the provisions of the Terms and Conditions is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 17.2. The rights of the Company, its affiliates, associates and agents under the Terms and Conditions may be exercised as often as necessary and are cumulative and not exclusive of their rights under any applicable law. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 17.3. The User may not assign, part with or otherwise transfer any right or benefit under any provision of the Terms and Conditions without the Company's prior written consent.
- 17.4. Company may assist or cooperate with authorities in any jurisdiction in relation to any direction or request to disclose personal or other information regarding any User or the use of the Platform, Content or the Services.
- 17.5. These Terms and Conditions (including the Privacy and Security Policy) constitute the entire agreement and understanding between the You and the Company and supersedes any previous agreement or understanding or promise between us, relating to the subject matter of these Terms and Conditions. All schedules, recitals and annexures to these Terms and Conditions shall be an integral part of these Terms and Conditions and will be in full force and effect as though they were expressly set out in the body of these Terms and Conditions.

## **18. GRIEVANCES**

- 18.1. If you have any concerns regarding the Platform, these Terms and Conditions or the Services, please contact the grievance officer whose name and contact details are available on the Platform.