

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **TERMS OF WEBSITE USE**

These terms of use (together with the documents referred to in it) (“**Terms**”) are the terms on which you may make use of our website [www.creditas.in] (“**Website**”), whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering to use the Website. Please read these Terms carefully before you start to use the Website. We recommend that you print a copy of this for future reference.

By using the Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use the Website. If you do not agree with any amendments made by to these Terms at any time in future, you must stop using the Website with immediate effect.

### **OTHER APPLICABLE TERMS**

These Terms refer to, incorporate, and include the following additional terms, which also apply to your use of the Website:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on the Website.

### **ABOUT US**

The Website is operated by Creditas Solutions Private Limited (the “**Company**”) incorporated under Indian Companies Act, 2013 with registered office at J5/146, Rajouri Garden, New Delhi - 110027.

Any reference to “you” or “your” or “user” refers to you as a user of the Website and the Services; and any reference to “we”, “our” and “us” shall refer to the Company as the provider of the Services

### **CHANGES TO THESE TERMS AND SERVICES**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services.

## **CHANGES TO THE WEBSITE**

We may update the Website from time to time, and may change the Content at any time. In these Terms, the term (“**Content**”) means any information, text, graphics, or other materials uploaded by the users of the Website voluntarily, including information uploaded by you or the Creditors and which appear on the Website for other users to access. However, please note that any of the Content on the Website may be out of date at any given time and we are under no obligation to update it.

We do not guarantee that the Website, or any Content on it, will be free from errors or omissions.

## **ACCESSING THE WEBSITE**

We do not guarantee that your use of the Website, or any Content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **YOUR ACCOUNT AND PASSWORD**

If you choose to register with us, an account will be created for your use (“**Account**”) on the Website and you will be provided with required Account Information to enable your access to the Account. The term “**Account Information**” refers to a user identification code, password or any other piece of information which may be provided to you as part of our security procedures. If you access the Website after logging into any third party website like Facebook, Twitter or Gmail, the login information of such third party account, as the case may be, shall be considered as the Account Information. You must always treat Account Information as confidential and must not disclose it to any third party. Any access to the Website through your Account shall be considered an access by you or on your behalf and you shall be solely responsible for any activity carried out in, by or through your Account either on the Website or any other Website accessed by you through the Website.

You represent and warrant that if you are an individual, (i) you are over eighteen years of age, or (ii) that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services, in accordance with the laws of India. Any person under the age of eighteen (18) years accessing the Website should do so only under parental guidance. If we change the eligibility criteria to be registered with the Website and you no longer comply with the new eligibility criteria, as determined by us in our sole discretion, you accept that we may close your Account without any liability for us. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited and, in such circumstances, you agree not to use or access the Website or Services in any way.

We have the right to disable your use of the Account Information or any part of it, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you, knows, or has unauthorized access to your Account Information or any part of it, you must promptly notify us by sending us an e-mail at support@creditas.in. We are not liable for any losses or other consequences of unauthorised use of your account.

#### **USER RESPONSIBILITIES**

These Terms govern your behaviour on the Website and set forth your obligations. You agree and confirm to the following responsibilities:

- You shall comply with all the obligations set forth in these Terms.
- You will use the Services rendered by us for lawful purposes only and comply with these Terms and all applicable laws, statutes, by-laws, acts of legislature or parliament, rules, regulations, orders, ordinances, protocols, codes, guidelines, or policies of any governmental authority, and all applicable judicial orders and precedent (“**Applicable Laws**”) while using and transacting on the Website.
- Creation and maintenance of all Content in your account shall be your sole responsibility.
- You are responsible for safeguarding the password that you use as a part of your Account Information to access the Services and for any activities or actions under your Account. We encourage you to use “strong” passwords preferably using a combination of upper and lower case letters, numbers and symbols with your Account. The Company will not be liable for any loss or damage arising from your failure to comply with this instruction.
- Provide us with only such information that is true and accurate to the best of your knowledge.
- You shall co-operate and provide necessary assistance in carrying out the debt settlement process with the Creditors.

#### **INTERACTIVE SERVICES**

We may from time to time provide interactive services on the Website, including, without limitation:

- Chat rooms
- Bulletin boards
- Demos

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on the Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under

no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our Content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

#### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner of the Website.

We are the licensee of all copyrights, trademarks, service marks or any other intellectual property in the Content published on the Website. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to Content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the Content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **NO RELIANCE ON INFORMATION**

The Content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain specialist advice before taking, or refraining from, any action on the basis of the Content on the Website.

We display some Content that is not ours. This Content is the sole responsibility of the person/entity who makes it. The Content of the Website, including without limitation, text, copy, audio, video, is for informational purposes only. Reliance on any information appearing on the Website, whether provided by the Company, its Content providers, the Creditors, visitors to the Website or others, is solely at your own risk, and the Company shall not bear any liability for any loss/ injury that may arise due to your reliance on any information published on the Website. You acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by you on any information published on the Website, the debtor/ Creditor from whom said Content is obtained and made available on the Website shall be solely responsible, and the Company shall have no liability in relation to the

same. We may review Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review Content, so please don't assume that we do.

We assume no responsibility for the Content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the Content on the Website is accurate, complete or up-to-date.

#### **DISCLAIMER OF WARRANTIES**

You expressly acknowledge and agree that use of the Services and the Website is at your sole risk. The Services and the Website are provided on an "as is" and "as available" basis. Although we make best efforts to procure high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability or fitness for a particular purpose. The contents of the Services or the Website may contain bugs, errors, problems or other limitations. We assume no liability or responsibility for any errors or omissions in Content.

We are not responsible for the Content uploaded by you on the Website. We are not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Website. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of Content available on the Website that is used by you.

We make no warranty that the Services or Website will meet your requirements or that the Services or your access to the Website will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to any information that may be obtained through the Services or Website. In case there is any defect in any software being used for the provision of the Services, we do not make any warranty that defects in such software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Services or Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.

No advice or information, whether oral or written, obtained by you from the Services or Website or through the Service(s) or Website shall create any warranty not expressly made herein.

## **VIRUSES**

You will be responsible for introduction of any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or your downloading of any Content on it, or on any website linked to it.

You should use your own virus protection software. We cannot and do not guarantee or warrant that files available for downloading from the Website will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

## **LIMITATION OF OUR LIABILITY**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any Content on it, whether express or implied.

We will not be liable to any user for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any Content displayed on the Website.
- use of the Services provided through the Website

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, business opportunity or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or

Please note that we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes without obtaining a legally valid license to do so in accordance with these Terms.

If any suit arises from any debt settlement process carried out through the Website or any settlement/closure letter, such suit shall lie against the concerned debtor or the Creditor as the case will be.

#### **ELECTRONIC COMMUNICATIONS**

When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Website and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id. You may cancel your account at any time by contacting us through our website.

#### **UPLOADING CONTENT TO THE WEBSITE**

Whenever you make use of a feature that allows you to upload Content to the Website, or to make contact with other users of the Website, you must comply with the Content standards set out in our Acceptable Use Policy. You warrant that any such Content added by you does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. You will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any Content you upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you are required to grant us [and other users of the Website] a limited licence to use, store and copy that Content and to distribute and make it available to third parties. The rights you licence to us are described in the next clause (*Rights you licence*).

We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the Content or accuracy of any Content posted by you or any other user of the Website. We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the Content standards set out in our Acceptable Use Policy.

The views expressed by other users on the Website do not represent our views or values.

## **RIGHTS YOU LICENCE**

When you upload or post Content to the Website, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to make your Content available to others for publication, distribution, syndication, or broadcast of such Content on other media and services, subject to these Terms. Such additional uses by us or others may be made with no compensation paid to you with respect to use as mentioned.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

Additionally, by uploading Content to the Website, you warrant, represent and agree that you have the right to grant us the licenses described above.

## **LINKING TO THE WEBSITE**

If you choose to authenticate your account through a third party service, like Twitter or Facebook, you are linking that account to your Account.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The Website in which you are linking must comply in all respects with the Content standards set out in our Acceptable Use Policy.

If you wish to make any use of Content on the Website other than that set out above, please write to us.

## **INDEMNIFICATION**

To the maximum extent permitted by Applicable Law, you shall indemnify and hold harmless the Company, its owners, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due

to or arising out of your breach of these Terms, or your violation of the Applicable Law or the rights (including infringement of intellectual property rights) of a third party.

#### **RELEASE AND WAIVER**

To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of our Website, its Services or Content. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

#### **APPLICABLE LAW**

Please note that these Terms, its subject matter and its formation, are governed by the laws of the Republic of India. The courts of New Delhi will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum.

#### **TERMINATION**

We reserve the right to refuse to continue providing you with access to this Website if we discover that you are incompetent to contract by virtue of your age or otherwise under Applicable Law. This Website is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. In case, you choose to access this Website from any jurisdiction not governed by the laws of India, you are solely responsible for compliance with local laws of that jurisdiction and all Applicable Laws.

#### **WEBSITE SECURITY AND GRIEVANCE OFFICER**

This website stores all data with the Amazon Cloud Platform provided by Amazon Inc. which may store this data on its servers located outside of India. The Amazon Cloud Platform has security measures in place to protect the loss, misuse and alteration of the information. You acknowledge that the standards followed by the Amazon Cloud Platform are not within control of the Company and are liable to change from time to time. You agree that it is in your interest to review from time to time the security standards, practices and policies adopted

by the Amazon Cloud Platform to confirm that there are no changes that you are not comfortable with.

If you come across any abuse or violation of these Terms, please contact us.

#### **GENERAL TERMS**

**Relationship of the Parties:** Notwithstanding any provision hereof, for all purposes of the Terms, you and the Company shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of the Company, express or implied, and you shall not attempt to bind us to any contract.

**Invalidity of Specific Terms:** If any provision of the Terms is found by a court of competent jurisdiction to be invalid, other provisions of such the Terms shall remain in full force and effect.

#### **CONTACT US**

For general enquires, complaints and/or giving any feedback, or, if you do not want to continue using our Services and want to deactivate your account with us, or, if you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us. You agree that you are not entitled to use this Website or the Services unless your Opt-out Request is accepted by us in writing.

**THANK YOU FOR VISITING US.**