

CSIS (CS Identity Shield) Terms and Conditions

THESE ARE THE TERMS AND CONDITIONS (Hereinafter referred to as “Agreement”) BETWEEN YOU AND CREDIT SUDHAAR SERVICES PRIVATE LIMITED (hereinafter referred to as the “Company”) FOR USING THE Service - Credit Sudhaar Identity Shield (Hereinafter referred to as “CSIS”). ALL OF IT IS IMPORTANT SO TAKE A FEW MINUTES TO READ IT CAREFULLY. BY ENROLLING AND USING CSIS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS AND CONDITIONS.

DEFINITIONS

1. The meaning of the expressions used herein and not separately defined are meant to convey the same meaning as used in the Credit Information Companies (Regulation) Act, 2005 and the rules and regulations made therein.
2. The expression "Client Information", includes any information relating to the following:
 - (i) all information pertaining to nature of loans or advances, amounts outstanding under credit cards and other credit facilities granted or to be granted by a credit institution to you;
 - (ii) all assets (moveable and immovable) which you are ready and willing to offer as a security for availing borrowing, investment and allied services from credit institutions;
 - (iii) Any guarantees furnished or any other non-fund based facility granted or proposed to be granted by a credit institution for you;
 - (iv) Any other information which establishes your credit worthiness and such other information which may be requested by the Company in this regard from time to time.

WHEREAS:

- A. The primary business of the Company is to provide credit health advisory to clients and other services in relation to changing and improving the credit worthiness of its clients.
- B. You are desirous to get identity theft protection and for the same purpose are willing to avail the services being provided by Company.
- C. You hereby agree and confirm that you have entered into a Credit Health Report (CHR) Service Agreement with Credit Sudhaar Finance Pvt. Ltd., pursuant to which you are desirous of availing the services from Company.

Now therefore, based on the representations and warranties contained herein and in consideration of the mutual covenants and agreements herein contained, you agree as follows:

1. Terms of Use:

Your use of CSIS means that you have accepted this Agreement in its entirety. CSIS is an identity theft protection product/service which will serve to Monitor, Protect and Recover your identity.

2. Use of CSIS:

You shall not use CSIS unless you are 18 years of age or older. Any information you provide to the Company must be true, accurate, current, and complete. You shall not use CSIS for any illegal purpose, and you shall abide by all applicable laws and regulations. You are solely responsible for any reliance or use by you of CSIS.

3. Services

The following is the description of services that would be provided by the Company:

- A. Credit Monitoring: The Company would make the best efforts to protect you from being exposed to various online and offline frauds. The Company will keep a watch on activities on your credit report through Credit monitoring.
- B. Identity theft Protection: Identity theft occurs when someone uses your personal identifying information, without your authorization, in order to perpetrate fraud or other offenses, such as obtaining loans, services or credit. The Company would try to identify identity theft and fraud when it happens and will help to reduce your risk and help protect yourself from identity theft.
- C. Identity theft help desk: Expert guidance would be provided by the Company's dedicated customer service help desk. The Company's expert guidance shall help you take necessary actions to avoid becoming victim of Identity Theft/Cyber Crime/Financial Fraud. The Company shall help in taking corrective measures in case you get exposed to such situations.
- D. Social Credit Score: Social Credit Score are being used by the lenders worldwide with the regular credit scores for taking lending decisions. You would be able to extract the social credit score multiple times during the tenure of the services.
- E. Online Tools and Resources: Various online tools and resources would be available on dedicated wall which shall help you keep a track on the financial well-being, managing money in systematic and organized manner and more importantly getting the best offers available by www.creditsudhaar.com . This shall further augment savings.
- F. Dedicated Loan Desk: The Company shall provide loan advisory based on credit profile and current credit health which will help you in getting loan at best possible rates from the

numerous lending institutions. The Company shall ensure timely loan disbursement to you and at the best possible rate.

4. Power of Attorney:

By executing this T&C's, You hereby grants Company, during the Term of this T&C's, for the period for which the T&C's continues to be automatically renewed thereafter and post termination until you provide a written notification of the repudiation of the same, an unlimited Power of Attorney as required to provide the Services ("POA"). Through the POA, you agree to authorize Company, by and/or through its authorized representatives to: 1) to do all acts on your behalf as may be necessary including execute/sign application(s), make payment of applicable fees and generally to do all other acts as may be necessary for the purpose of improvement of your credit health and protection of identity theft; 2) use your name to send correspondence addressed to your record holders; 3) to discuss information with any of your record holders to help resolve a debt if mediation of a debt is necessary; 4) to allow usage of the your Credit Information for the purpose of data storage and for analysis conducted by Company (even after the expiry of the Term and/or the termination of the T&Cs).

You hereby agrees and confirms that the POA is valid throughout India for all Client information to be obtained by Company for usage in the manner as provided above.

Given the nature of services provided by Company, you hereby irrevocably acknowledges and confirms that any communication(including communication for marketing of its products and services, in light of the Client Information) by Company during the Term of the T&Cs as well as thereafter shall not be classified as a unsolicited commercial communication, or fall under the "Do Not Disturb" list and/or be restricted by any other law, regulation or rule restricting telecommunication by companies for business purposes and accordingly further provides a no-objection to receive any and all such communications in any form from Company.

5. Privacy and Information Sharing

You agree and authorize the Company, its agents and employees, to provide your personally identifiable information to third parties from time to time. You waive any and all claims against Company, its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize Company, its agents and employees to obtain various information and reports about you in order to enable the Company to effectively discharge its functions in relation to CSIS.

6. Limitation of Liability

You expressly understand and agree that the Company and its subsidiaries, affiliates, and licensors shall not be liable to you for:

1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; or
2. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - A. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the product or the Company's website(www.creditsudhaar.com);
 - B. Any changes which the Company may make to the CSIS, or for any permanent or temporary cessation in the provision of the services (or any features within the services) in relation to CSIS;
 - C. Your failure to provide the Company with an accurate account information; or
 - D. Your failure to keep your password or account details secure and confidential.

7. Term

The Services would be provided by the Company to you for a period of 12 months upon payment of the relevant fees to the company.

8. Fees

You shall pay to the Company fees of Rs. 5999(Rupees Five Thousand Nine Hundred and Ninety Nine Rupees Only) for the subscription of the services for a period of 12 months.

9. Passwords and Account Security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the CSIS service. Accordingly, you agree that you will be solely responsible to Company for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Company immediately.

10. Governing Law, Jurisdiction and Dispute resolution

All questions pertaining to validity, interpretation and administration of this Agreement shall be determined in accordance with the Indian laws, and courts in Mumbai shall have exclusive jurisdiction. If any dispute arises between the parties the same shall at the first instance be settled amicably between the parties. The Company encourages resolution of all disputes at the first instance with the following Grievance Officer appointed by the Company:

Company Grievance Officer: _____

Address: 401 & 402, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East, Mumbai - 400063.

Phone No: +91 22 67886777

Email id: _____@creditsudhaar.com

If the matter is not resolved at the first instance by the Grievance officer than the same may then be settled by arbitration by a single Arbitrator appointed by the Company. The arbitration shall be held, in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

11. Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, licensors, suppliers and any third party providers of information or services to the Company from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms of use by you or your violation of applicable laws, rules or regulations.