

## **TERMS OF USE**

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### **1. Terms of Use**

Your use of Credit Sudhaar services and web sites, [www.creditsudhaar.com](http://www.creditsudhaar.com) (hereinafter referred to as “Services”) is subject to the terms of a legal agreement between you and Credit Sudhaar Services Pvt Ltd (Hereinafter referred to as the ‘Company’). The Company is incorporated under the provisions of the Companies Act, 1956, having its registered office at 901, Ruby Crescent Business Boulevard, above Axis Bank, Ashok Chakravati Road, opposite Kandavali Flyover, Kandavali, East Mumbai- 400 101, through its authorized representative, Deepali Mohite

The following terms and conditions will be deemed to have been accepted by the User on mere usage of the website <http://www.creditsudhaar.com> (Hereinafter referred to as ‘Site’ or ‘Website’)

You are requested to read them carefully before you use the services of this site.

- i. The term User shall refer to the user who is browsing the Site. The term Company shall refer to the company Limited and/or its affiliates/subsidiary companies. The term Site refers to [www.creditsudhaar.com](http://www.creditsudhaar.com) and other websites owned and monitored by the Company,
- ii. By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site. The Company may revise the Terms of Use at any time without notice to you. Areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.
- iii. The Company may terminate a User's access at any time for any reason. The provisions regarding a disclaimer of warranty, accuracy of information and indemnification shall survive such termination. The Company may monitor access to the Site.

- iv. All content present on this site is the exclusive property of the Company. The software, text, images, graphics, video and audio used on this Site belong to the Company. No material from this Site may be copied, modified, reproduced, republished, uploaded, transmitted, adopted, posted or distributed in any form whatsoever without prior written permission from the Company. All rights not expressly granted herein are reserved. Unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws, and could result in criminal and/or civil actions. Credit Sudhaar is a registered trademark of the Company. This trademark may not be used in any manner without prior written consent/license/authorization from the Company.
  
- v. The Company does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to any information, data, statements or products made available on the Site.
  
- vi. The Company does not accept any responsibility towards the contents and/or information practices of third party Sites which have links through the Company's Site. The said links to internal or external website locations are only for the purpose of facilitating your visit or clarify your query.
  
- vii. The Site, and all content, materials, information, software, products and services provided on the Site, are provided on an "as is" and "as available" basis. The 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 and non-infringement.
  
- viii. The Company shall have no responsibility for any damage to a User's computer system or loss of data that result from the download of any content, materials, information from the Site.
  
- ix. The Company may change or discontinue any aspect of its Site at any time, including its content or features. The Company reserves the right to change the

terms and conditions applicable to the use of the Site. Such changes shall be effective immediately upon notice, which shall be placed on the Site.

- x. In no event will the Company be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Company's Website, or any information provided on the Website, or in the Products any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to the User. If, despite the limitation above, the Company or its Affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Company and/or its Affiliates will in no event exceed, in the aggregate, the service fees you paid to Credit Sudhaar in connection with such transaction(s) on this Site. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed its essential purpose.
  
- xi. The User agrees to indemnify, defend and hold the Company harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse by the User of the content and services provided on the Site.
  
- xii. The information contained in the Site has been obtained from sources believed to be reliable. The Company disclaims all warranties as to the accuracy, completeness or adequacy of such information.
  
- xiii. The Company makes no warranty that:
  - a) the Site will meet your requirements;
  - b) the Site will be available on an uninterrupted, timely, secure, or error-free basis;
  - c) the results that may be obtained from the use of the Site or any services offered through the Site will be accurate or reliable.

xiv. The User's right to privacy is of paramount importance to the Company. Any information provided by the User will not be shared with any third party. The Company reserves the right to use the information to provide the User a more personalized online experience.

xv. The Site provides links to websites and access to content, and services from third parties, including users, advertisers, affiliates and sponsors of the Site. You agree that the Company is not responsible for the availability of, and content provided on, third party websites. The User is requested to peruse the policies posted by other websites regarding privacy and other topics before use. The Company is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements and User shall bear all risks associated with the use of such content. The Company is not responsible for any loss or damage of any sort that a User may incur from dealing with any third party.

## **2. Feedback**

Unless expressly provided otherwise by the Company, all comments, feedback, information or materials submitted to the Company through or in association with the Site shall be considered non-confidential and the Company's property. By submitting such comments, feedback, information or materials to the Company, the visitor of the Site agrees to a no-charge assignment to the Company of all worldwide rights, title and interest in copyrights and other intellectual property rights to the comments, feedback, information or materials. The Company shall be free to use, copy, publish or distribute such comments, feedback, information or materials on an unrestricted basis without accounting to the visitor of the Site.

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#### **4. Governing law and Jurisdiction:**

This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the existing laws of India.

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Sandhya Dixit

Address: 901, Ruby Crescent Business Boulevard, Above Axis Bank,  
Ashok Chakravati Road, Opp. Kandivali Flyover,  
Kandivali East, Mumbai 400 101.

Phone No: +91 22 67886777

Email id:sandhya@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 Companies. The arbitration shall be held, in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### **5. General Disclaimer**

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**6. Amendment in terms of use:**

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