

This document contains the terms and Conditions (“TOU”), that apply to the access and use of www.creditmantri.com (the website) and/or the online, web-based, mobile application and any other facility, solutions and service offered by CreditMantri FinServ Pvt Ltd (referred as the Company), a company incorporated under the laws of India and registered under the Companies Act 1956.

These Terms are legally binding. Please do read through them carefully and make sure you understand them. If you do not agree to these Terms, do not access, or use the Website or the Service or any part thereof. This document is an electronic record in terms of Information Technology Act, 2000 and 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 of the Information Technology (Intermediaries guidelines) 2011, that provides for the due diligence to be exercised for the access or usage of this Website.

CreditMantri may modify these Terms / the Additional Terms from time to time. We urge you to review this page periodically for the latest version of the same. We reserve the right to change, modify the Terms & Conditions without prior notice and any continued use of the Website or the Service will be deemed to constitute your acceptance of such modified / changed Terms.

In these Terms and any Additional Term as may be relevant, “User”, “you” or “your” shall refer to you, the person who is accessing / using this Website / the Service and the term “CreditMantri”, “we” or “our” shall refer to CreditMantri Finserv Private Limited, a company with its registered office at Door No.3, Block B, No.147, 2nd Floor, Workeasy Space Solutions, RK Swamy Centre, Hansa Building, Pathari Road, Thousand Lights, Chennai - 600006 and wherever the context requires, shall also include CreditMantri’s licensors and affiliates and their respective employees, officers, directors, agents and representatives.

Description and Acceptance of Services

The Service provided by CreditMantri is available and appropriate only for use in India.

The Service provided by CreditMantri is aimed at providing access to information primarily about financial products / services and thereby help you to understand your financial wellness and to make available information which could assist you to get obtain financial products/services from banks or other financial institutions. Basis the specific action that you opt and pay for (wherever such charges are applicable), CreditMantri will assist you with providing the details of your current credit health and provide you with options on ways to resolve issues and co-ordinate with you to implement the action chosen to improve your chances for becoming eligible for credit assistance over a period. These services could be provided directly or through third party sites. The above service and any further specific service are provided on a commercially reasonable effort basis, and you agree that your participation for availing the above-mentioned services is purely at your will and consent.

Your continued usage of the Services and ancillary services from time to time would also constitute acceptance of the TOU including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

Company will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements entered for providing Services and ancillary services.

You may be required to accept and agree to be bound by additional terms and conditions (“Additional Terms”) for availing the specific Service you choose. The applicable Additional Terms are set out at the point of access to the relevant Services. These Additional Terms are in addition to, and not in derogation

of these Terms. In the event of any of these Terms conflicting with any Additional Terms, the Additional Terms shall prevail to the extent of such conflict, in respect of, and to the extent it relates to that Service.

User ID & Registration

To avail of the Service, you must register on the Website and create an account (“User ID”) with CreditMantri. Your User ID is usually your mobile number or an email ID you choose. To register and activate your User ID, you will be required to provide certain personal information to CreditMantri. Alternatively, you could also choose to register using your Facebook or Google access or such other alternative modes of trusted authentication.

You may also be required to submit certain documents stipulated as per CreditMantri’s policies as applicable from time to time. The details of the information / documents that we collect and how we use this information / document are detailed in our Privacy Policy available on our website. If these Terms and Conditions read with our Privacy Policy are not acceptable to you, please do not provide any of your information to CreditMantri. However, in such event, we may not be able to provide you with our Service or some parts of it.

The details and / or documents requested are not an exhaustive list of requirements and CreditMantri reserves the right to require additional documents and / or details as may be deemed necessary by CreditMantri in its sole discretion, to complete its internal verification process. In the event the details or documents submitted are incomplete or discrepant, CreditMantri will request additional information / documentation through email / SMS or WhatsApp sent to the email ID / Mobile Number as provided by you. In case the discrepancies remain unresolved or if CreditMantri is unable to successfully complete its internal verification in accordance with its policies, CreditMantri shall have the right to reject your request for registering with the Website and providing services. CreditMantri reserves the absolute discretion to accept or reject your request for creating a User ID and/or availing any of the Services, without assigning any reasons for the same.

Eligibility

By registering and creating a User ID with CreditMantri, you declare and confirm that:

- You have created the User ID for your own personal, non-commercial use and that the information and documents you provide to CreditMantri will be your details (and not that of any third person).
- You will use the User ID only for yourself and will not use your User ID for the benefit of/detriment of any third party.
- You declare and confirm that you are a resident of India, above 18 (Eighteen) years of age, and have the capacity to contract as specified under the Indian Contract Act, 1872, while availing the Services offered by the Company.
- All details and documents that you provide to CreditMantri are true, complete, and accurate and supported by genuine and valid documents.
- You may be required to submit documentary proof as required by CreditMantri’s policies from time to time to authenticate the modified details and may not be able to use the Service until verification of the changed details is successfully completed by CreditMantri.
- You will be responsible for safeguarding the security and confidentiality of your User ID and password; that you will not share, assign or transfer your User ID or reveal your password to any third party or do anything else that might jeopardize the security of your User ID; and that you will be solely responsible and liable for all actions/instructions initiated using your User ID except in case of any wilful or wilfully negligent act on our part.
- You will not create more than one User ID and if we disable your User ID for any reason whatsoever, you will not create another one without revealing the same to us and then again, only with our express permission.

- If you become aware of any unauthorized use of your User ID or password, you must notify CreditMantri immediately by e-mail addressed to security@creditmantri.com with the title "Account-Unauthorised Access".
- CreditMantri may suspend or terminate your User ID or your use of the Service at any time without notice, if we suspect that any information / documents that you have provided are untrue, inaccurate, not current, or incomplete or if you found to be in breach of any of these Terms.

Consents & Authorisations

All data collected by CreditMantri will be governed by the laws of India and any specific regulation including the Digital Lending Guidelines / requirements stipulated by the relevant regulatory authority either directly or indirectly through the regulated financial institutions the company works with.

By registering and creating a User ID with CreditMantri and logging into the platform, you consent and authorise CreditMantri to:

- a. Store a record of your name, address and contact details and other information collected, present and past for providing you with Services under this agreement as may be permitted by applicable law.
- b. Contact you through email, SMS, WhatsApp, or such other communication channels to inform you about the services under this TOU Should you opt to not receive any communication, you may choose to opt for DND service (Do not Disturb) service by logging in your request on the CreditMantri website or while talking to representatives from CreditMantri. All our communication comes with the ability to opt for DND.
- c. Consent and Authorise CreditMantri to collect information and access your credit report / relevant institutions including but not limited to CIC, Account Aggregator, Financial Institutions etc. on an ongoing basis as per applicable regulation.
- d. Authorise CreditMantri to record calls.
- e. Consent to allow CreditMantri to share data with third parties not restricted to lenders, business partners and outsourced service providers to personalise and improve quality of offerings, provided you have not availed our services in our capacity as a Loan Service Provider

You may withdraw / terminate this agreement and request deactivation of your User ID and related consents by written notice on email addressed to security@creditmantri.com. Your User ID and related consents will be deactivated within three (3) working days from receipt of such email.

License to Use

All content, data, design, information or other materials available on and underlying the Website (collectively "Content"), including but not limited to software underlying the Website or which are required for accessing or using the Website, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks including the trademark 'CREDITMANTRI' and other trademarks that may be used on the Website are the property of CreditMantri and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws. You may use the said Content only for your own personal, non-commercial use in connection with your use of the Service, subject always to these Terms. You are not permitted to copy, reproduce, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, the Service, the Content or any part thereof except for your personal, non-commercial use in accordance with these Terms.

You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website and shall reproduce all such notices on all authorized copies of the Content. Use of the Website, the Service and/or Content in violation of these Terms may violate copyright, trademark, and other applicable laws, and could result in appropriate legal action.

All rights, title and interest in the Website, the Service, and the Content, except the limited license granted to you as per these Terms, are exclusively reserved by CreditMantri.

Permitted Use

You may use the Website and the Service solely for your own personal and non-commercial use, subject to these Terms and any Additional Terms that you may accept and agree to be bound by.

You shall not use the Website, the Service, the Content, or any part thereof for any purpose that is unlawful or not permitted by these Terms. Without prejudice to the generality of the above, you shall not use the Website, the Service, the Content, or any part thereof to host, display, upload, modify, publish, transmit, update, or share any information that belongs to another person and to which you do not have any right.

You shall not use the website, service, content to:

- To impersonate another person, Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever harm minors in any way infringes any patent, trademark, copyright, or other proprietary rights violates any law for the time being in force.
- To Deceive or mislead CreditMantri about the origin of such messages or communicates any information which is grossly offensive or menacing in nature contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource.
- To threaten 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 or is unsolicited or unauthorized advertising, junk mail, or spam.

If you are, or if we have reasonable cause to suspect that you are, in violation of any of these Terms, CreditMantri reserves the right to immediately restrict, suspend, or terminate your access to the Website and/or use of the Service.

CHARGES

CreditMantri shall be entitled to charges for the Service as per the respective Service that you subscribe to. The charges as applicable from time to time are detailed in the product section of our website.

Charges paid are non-refundable unless CreditMantri fails to commence the provision of the subscribed service within seven (7) days from the date of acceptance of your order for the Service. CreditMantri's records shall be final and binding as to any such commencement of the relevant Service.

CreditMantri may receive a referral / facilitation fee from third party banks / other credit institutions for (a) assisting with the settlement of outstanding amounts dues owed to them by you and / or (b) for referring their products / services to you and by accepting these Terms you confirm that you have no objection to the same.

PRIVACY

Our Privacy Policy describes the personal information and data that we collect about you when you visit the Website, use the Service, or communicate with us, including while using any computer or other electronic resource; who we share this information and data with; and other related matters (“Your Information”). This Policy shall be deemed to form part and parcel of these Terms.

Therefore, please read our Privacy Policy carefully and confirm that you find it acceptable. You can choose what information and data you share with us. However, please note that we may not be able to provide you with the Service or some parts of it if choose not to share the requested information or data

THIRD PARTY WEBSITES

The Website may include hyperlinks to third party websites, which websites are outside the control of CreditMantri. If you click on one of these links, you will leave the Website and will be accessing the third-party site. CreditMantri does not verify, monitor or endorse these third-party websites or the products / services that are available or advertised or sold through these third-party websites and does not accept any responsibility or liability for any loss or damage that you may incur by your visit and/or transactions/activities on these third party site(s).

You agree that you access any such third-party sites at your own risk and shall solely bear all consequences associated with your access to, and use of, such third-party websites. Such third-party sites may have separate terms and conditions and privacy policies, and which are independent of CreditMantri and therefore, please read such third-party terms before you access any such third-party site.

WARRANTY& DISCLAIMER

CreditMantri will make commercially reasonable efforts to provide the Service that you have subscribed to and paid for, in a professional and workmanlike manner.

Except as expressly warranted above, CreditMantri does not warrant, and hereby expressly disclaims all warranties, express or implied, including but not limited to those of merchantability, quality or fitness for any particular purpose, performance, accuracy, completeness, or non-infringement. CreditMantri makes no warranty that the Service will meet your requirements or that it will be error free or free from defects or deficiencies. The Website, the Service and Content are provided on an ‘AS IS’ and ‘AS AVAILABLE’ basis.

LIMITATION OF LIABILITY

If CreditMantri is in breach of these Terms or any Additional Terms and as a result is liable to you for any loss or damage, we shall only be liable to compensate you for any direct loss or damage caused to you by our gross negligence or wilful default and which naturally arose in the usual course of things from such breach, or which are explicitly stated in these Terms or the Additional Terms to be likely to result from such a breach.

Notwithstanding anything contained in these Terms or any Additional Terms, CreditMantri’s liability for damages, if any, will not exceed the amount if any received by CreditMantri from you. If you have not paid CreditMantri, CreditMantri will not be liable for the payment of any damages to you.

INDEMNITY

You hereby agree that you will indemnify CreditMantri for any loss, damage, claim, action, costs, charges, and expenses which CreditMantri may suffer or incur as result of acting on or relying on the details and documents provided by you.

You agree to defend, indemnify and hold CreditMantri and its directors, officers, employees and representatives harmless from all loss, damage, costs and expenses (including but not limited to reasonable attorney fees) suffered by any of them as a result of any breach of these Terms by you, including, without limitation, the submission of any data or material that violates any third party right or any applicable law.

RIGHT TO MODIFY THE SERVICE

CreditMantri reserves the right to discontinue, change or modify the Service (by addition, deletion, or modification) from time to time. In the event of the discontinuation of any Service or part thereof or any change that results in a material degradation or material reduction in the functionality of the Service, your sole remedy will be to receive a refund of the charges you may have paid for the same, pro-rated for any completed Service and subject to a maximum of 50% of the charges paid unless CreditMantri has not commenced provision of the Service on the date of such discontinuation

TERMINATION

These Terms and / or any Additional Terms you accept shall be binding from the time you click and accept these Terms / the Additional Terms as the case may be and will continue until either you or CreditMantri terminates the agreement between us.

CreditMantri may terminate the agreement between us and de-activate your User ID forthwith by notice to you at your email address registered with us if you are in breach of these Terms / any Additional Terms you accept. CreditMantri may also terminate the agreement between us and de-activate your User ID by giving you notice of one (1) day addressed you your email address registered with us.

You may terminate this agreement and request deactivation of your User ID by written notice by email addressed to CreditMantri at security@creditmantri.com. Your User ID will be deactivated within three (3) working days from receipt of such email.

Upon termination, your right and license to access and/or use the Service immediately ceases; your User ID will be deactivated, and you will no longer be able to access or use the Service. Further, your personal information that is in the possession of CreditMantri will be dealt with in accordance with our Privacy Policy.

ARBITRATION, GOVERNING LAW, AND JURISDICTION

Any dispute arising from or relating to, these Terms or any Additional Terms, or your use of the Website or any Service shall be referred to arbitration by a sole arbitrator appointed by CreditMantri. The venue of arbitration shall be Chennai and the language of arbitration shall be English. The arbitration proceeding shall be governed by the Indian Arbitration Act as amended from time to time and the award of the arbitrator shall be final and binding on both parties.

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. Competent courts located in Chennai shall have exclusive jurisdiction in connection with any matter arising from or relating to, these Terms or any Additional Terms, or your use of the Website or any Service, to the exclusion of any other court that may otherwise have had such jurisdiction in the matter.

MISCELLANEOUS

Notice: Notices to CreditMantri shall be made via e-mail to security@creditmantri.com or other specific email address as specified elsewhere in these Terms. All notices to you shall be made via your registered contact details provided to us by you.

Assignment: The license granted to you by these Terms is personal to you and you shall not assign or transfer any of your rights or obligations without our prior written consent.

Waiver: No failure or delay on the part of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any waiver (express or implied) by either party of any default or breach of these terms Agreement shall not constitute a waiver of any other or subsequent default or breach.

Severability: If any of these Terms or any part of the Additional Terms are held to be invalid, illegal or otherwise unenforceable by a Court, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from these Terms/the Additional Terms, as the case may be, and the remaining provisions remain in full force and effect.

Communication: When you use the Website and provide any information on the Website; or when you click any of the buttons available on the Website or when you send an e-mail to CreditMantri, you are communicating with CreditMantri through electronic records. You hereby consent that such electronic records, whether sent by you or automatically generated by the computer system when you click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by you.

Entire Agreement: These Terms together with the Privacy Policy and any Additional Terms you may accept, constitutes the entire agreement between CreditMantri and you regarding the Service and your use of the Website and supersedes all prior agreements (if any) regarding the subject matter hereof.

Grievance Officer: If you have any other concern or grievance with respect to any of content/information/data on the Website, please send an e-mail to grievance@creditmantri.com and we will study the matter and take such action as we deem appropriate under the circumstances.

Effective Date - This Terms of Usage was last modified on November 2023