

Terms of Use:

This Agreement sets forth the terms and conditions that apply to the access and use of the Website "www.msmitra.com/" and all other pages contained herein (be referred to as "Website"), which is owned and operated by MSMEmitra.com Consultancy Services LLP, (hereinafter collectively be referred to as "Company"), a company incorporated under the laws of India and registered under the Companies Act, 1956.

This document/agreement 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.

By accessing this Website or registering your information on the Website, the users (hereinafter referred to as "you", or "your") agree to be bound by the terms and conditions of these Terms of Use (TOU). You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any Service that is provided by this Website, and they shall be deemed to be incorporated into this TOU and shall be considered as part and parcel of this TOU.

Be sure to return to this page periodically to review the most current version of the TOU. We reserve the right at any time, at our sole discretion, to change or otherwise modify the TOU without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified TOU.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF TERMS CONTAINED HEREIN CONSTITUTES THE AGREEMENT BETWEEN YOU AND COMPANY FOR THE PURPOSE AS DEFINED HEREUNDER.

1. Description and Acceptance of Services

Company, hereby offers you with access to information primarily about certain financial products/services including, but not restricted, to loan facilities, schemes and subsidies, Private Equity or Venture Capital Funding, registration & incorporation of company or firm and preparation of Project Report. The Website provides loan which is powered by MSMEmitra.com Consultancy Services LLP. In addition, Company may provide third party services including but not limited to credit check services, UIDAI's Adhaar based authentication service, and any other services to retrieve and use your information through third party sites (eg. Bank sites etc.) in conjunction with your selection of the Services ("ancillary services"). The above said Services and ancillary services 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 Terms including any updation or modification thereof and you would be bound by this Agreement until this Agreement is terminated as per provisions defined herein.

You agree and authorize Company to share your information with its group companies and other third parties, in so far as required for joint marketing purposes/offering various services/report generations and/or to similar services to provide you with various value added services, in association with the Services selected by you or otherwise. You agree to receive communications through emails, telephone and/or sms, from the Company or its third party vendors/business partners regarding the Services/ancillary services updates, information/promotional emails and/or product announcements. In this context, you agree and consent to receive all communications at the mobile number provided, even if this mobile number is registered under DND/NCPR list under TRAI regulations. And for that purpose, you further authorize Company to share/disclose the information to any third party service provider or any affiliates, group companies, their authorized agents or third party service providers.

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

2. License and Website Access

You acknowledge and agree that Company owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights are registered or not). You further acknowledge that the Services may contain information which is designated confidential by Company and that you shall not disclose such information without Company's prior written consent. The contents of the Website, including its "look and feel" (e.g. text, graphics, images, logos and button icons), photographs, editorial content, notices, software and other material are the owned/licensed by/to Company and/or its third Party Service Providers/their licensors and are duly protected by them under applicable copyright, trademark and other laws.

Company grants you a limited license to access and make use of the Website, the Services and ancillary services. This license does not include any downloading or copying of any kind of information for the benefit of another individual, vendor or any other third party or to create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services. Any unauthorized use by you shall terminate the permission or license granted to you.

By using the Website you agree not to: (i) use this Website or its contents for any commercial purpose; (ii) make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand; (iii) access, monitor or copy any content or information of this Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; (iv) violate the restrictions in any robot exclusion headers on this Website or bypass or restrict or circumvent other measures employed to prevent or limit access to this Website; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) deep-link to any portion of this Website (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or (vii) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

3. Privacy Policy

By using the Website, you hereby consent to the use of your information as we have outlined in our Privacy Policy. This Privacy Policy explains how Company treats your personal information when you access the Website and use other ancillary Services.

4. Your Registration/Account

In consideration of your use of the Website and registering with us, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction and will only use the Website to make legitimate purchases for you or for another person for whom you are legally authorized to act (and will inform such other persons about the TOU and/or Privacy Policy) that apply to the purchase you have made on their behalf (including all rules and restrictions applicable thereto).

You agree not to misrepresent your identity nor will you make an attempt to make an unlawful access to the Website or use of the Services. Additional terms and conditions will apply to your purchase of services that you select. Please read these additional terms and conditions carefully.

5. Customer Due Diligence requirements (CDD)

You agree and acknowledge that for undertaking any financial transaction through the website, Our Company may undertake client/customer due diligence measures and seek mandatory information required for KYC purpose which as a customer you are obliged to give, while facilitating your request of loan requirements with the banks/financial institutions, in accordance with applicable PMLA laws and rules. Company may obtain sufficient information to establish, to its satisfaction or the banks/financial

institutions, the identity of each new customer, and the purpose of the intended nature of relationship between you and the bank/financial institution. You agree and acknowledge that Company can undertake enhanced due diligence measures (including any documentation), to satisfy itself relating to customer due diligence requirements in line with the requirements and obligations under the applicable PMLA Act and rules.

6. Eligibility

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 herein via this.

7. Submitted Content

By sharing or submitting any content including any data and information on the Website, you agree that you shall be solely responsible for all content you post on the Website and Company shall not be responsible for any content you make available on or through the Website. At Company's sole discretion, such content may be included in the Service and ancillary services (in whole or in part or in a modified form). With respect to such content you submit or make available on the Website, you grant Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such content. You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website.

8. Third Party Links/Offers

This Website or third parties may provide links to other websites or resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Your interaction with any third party accessed through the Website is at your own risk, and Company will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.

9. Disclaimer of Warranty

You expressly understand and agree that your use of the Services, ancillary services and all information, products, other services and other content (including that of the third parties) included in or accessible from the Website is at your sole risk. The Services and ancillary services are provided on an "as is" and "as available" basis. Company makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content on the Website or of the services (whether or not sponsored by third party service providers), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose.

Company and its service providers expressly disclaim all warranties of any kind as to the Services, ancillary services and all information, products, services and other content (including that of the third parties) included in or accessible from the services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Company and its service providers make no warranty that (i) the services will meet your requirements, (ii) the services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations, and (v) any errors in the technology will be corrected.

9.1 Prices for Products if described on our Website and are incorporated into these Terms by reference. All prices, whether specified or not, are in Indian rupees. Prices, Products and services are offered by its business partners, and may change in accordance with the brand guidelines or other terms and conditions applicable to each of the business partners of company. In some cases, services and prices are offered by company itself and company reserves to right to modify the use and prices of such services. You further undertake that by initiating a transaction, you are entering into a legally binding and enforceable contract with these business partners of company, to purchase the products or avail the services using such payment facilities as may be permitted by applicable laws and as may be accepted by the Website.

9.2 The Website does not charge any registration/membership or browsing fee. However, the Website reserves the absolute right to alter the fee policy from time to time. In the event, the Website alters its services; it may introduce new fees for such altered services. All such fees that the Website may charge may or may not be intimated to the users and such change shall automatically become effective immediately after they are posted on the Website. All such fees charged by the Website shall be in Indian Rupees. Your continued use of the Website shall be deemed as an acceptance of the amended terms and conditions.

9.3 Website may enter into agreements with third party payment gateway aggregators and financial institutions authorized by the Reserve Bank of India for collection, refund and remittance and to facilitate payment between you, company and its business partners, as the case may be. The Website shall initiate the remittance of the payments made by you and the date of completion of transaction shall be after the products are delivered to you or after the services are rendered to you and such other additional time as may be agreed between Website and its business partners, as the case may be.

9.4 While availing any of the payment method/s available on the Website, the Website will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- 1. Lack of authorization for any transaction/s, or
- 2. Any payment issues arising out of the transaction, or
- 3. Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a you;
- 4. Decline of transaction for any other reason(s)

Notwithstanding anything contained herein, the Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of you/your transaction.

9.5 Use of the payment facilities provided by the Website shall not render the Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products or services listed on the Website. The Website shall not be responsible for any damages, interests or claims arising from not processing a transaction.

9.6 You hereby agree to provide accurate information, such as credit/debit information for purchasing any services or products on or through the Website. You further warrant that you shall not use payment information or instrument that is not lawfully owned by you. In addition to these Terms, the terms and conditions of the bank or other financial institution shall also be applicable to every user. The Website disclaims any liability arising out of declining of payment by such bank or financial institution.

9.7 Company may in its sole discretion impose limits on the number of transaction which an individual holding a financial instrument may use for payment for products or services. Additionally, the Website

reserves the right to refuse to process transactions exceeding such limit and transactions by you that have incurred questionable charges and amounts.

9.8 Company is merely a facilitator for providing you with payment channels through automated online electronic payments (either itself or through its payment gateway service providers), cash on delivery, collection and remittance facility for the payment of products purchased by the User on the Website using the existing authorized banking infrastructure and credit card payment gateway networks (of either the Website or Service Providers).

9.9 Company shall not be held responsible and shall bear no liability in case of failure or delay of delivering the products or services including any damage or loss caused to you due to such delay. No deliveries of the products/services shall be made outside the territorial boundaries of India.

10. Cashback

You will receive Cashback only if your unsecured loan / sme loan facility or facilities is / are processed through our partnered Banks / Financial Institutions where Company or associates or partners have been credited under BSA or DSA agreements, after receiving confirmation of the same from the Bank / Financial Institution. For cashback, you will be contacted after confirmation for your account details for crediting the cashback. Company reserves the right to reject cashback claim or change or modify the terms and quantum of cashback at its own discretion, without any prior intimation. You agree that applying for a loan through this website does not guarantee sanction or approval or disbursement from lenders or cashback from company. You also agree to share your account details so that the cashback, if approved, may be credited directly to your account. You also understand that this cashback offer is not promoted by any bank or financial institution.

11. Limitation of Liability

You expressly understand and agree that Company (including its subsidiaries, affiliates, partners, officers, employees, representatives and providers) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if Company has been advised of the possibility of such damages, resulting from (i) any failure or delay (including without limitation the use of or inability to use any component of the Website), or (ii) any use of the Website or content, or (iii) the performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (b) any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website.

If, despite the limitation above, Company is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of Company shall be restricted to, in the aggregate, any Service/transactional fees paid by you to the Company in connection with such transaction(s) on this Website, if applicable.

The Website may provide links to other third party websites. However, since Company has no control over such third party websites, you acknowledge and agree that under no circumstances shall Company be liable for your using the services offered or provided by any third party service provider.

12. Indemnity

You agree to indemnify and hold Company (and its affiliates, officers, partners, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this TOU, your violation of any law or the rights of a third party, or your use of the Website.

13. Additional Terms and Conditions

Company reserves the right to make changes to the Website, related policies and agreements, this TOU and the Privacy Policy at any time as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company re-organization, market practice or customer requirements. Upon any change, Company will notify the updated Terms on the Website or other means. Your continued use of the Services and ancillary services constitutes acceptance of the changes and an agreement to be bound by Terms, as amended. If you do not agree to the changes, you may please discontinue your use of the Services and ancillary Services.

Company reserves the right to discontinue or suspend, temporarily or permanently, the Services/ancillary services, by giving reasonable time period notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. You agree that Company will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services.

You agree not to use the Services and ancillary services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of other.

Company may, from time to time, announce certain offers with intent to promote its Website and/or Services/ ancillary services (Promotional Offers). The Promotional Offer(s) would always be governed by these TOU plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these TOU, to the extent they may be in conflict with these Terms. Company reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

13. General

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section. This TOU and the relationship between you and Company will be governed by the laws of the India without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in relation to this Agreement, including a breach or termination thereof, shall be settled by a sole arbitrator to be appointed mutually by Company and you, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or amendment thereto. In the event we are unable to reach an agreement on the sole arbitrator, we agree to have a panel of three arbitrators appointed, of which one shall be appointed by each of us, and the third arbitrator appointed by the two arbitrators. The venue for arbitration shall be Navi Mumbai. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The Website specifically prohibits you from usage of any of its Services in any countries or jurisdictions that do not corroborate to all stipulations of these Terms. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Gurgaon having exclusive jurisdiction. The failure of Company to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This TOU constitutes the entire agreement between you and Company and governs your use of the Website, superseding any prior agreements between you and Company with respect to the Website.