

Terms Of Service

These Terms of Service shall apply to and regulate the provision of products/services provided/made available by Chirag Credit Private Limited (hereinafter referred to as the "Chirag") through any of Chirag's Platform (website, mobile site, or application of Chirag). Any changes to these terms of service shall be binding on the user.

My acceptance to the Terms of Service is generated and preserved as electronic record under the Information Technology Act, 2000, (together with its amendments, and rules made thereunder, and other prevailing law(s) / regulations as may be applicable at the relevant point of time) and will be binding on me. By downloading, accessing, browsing, subscribing to any product, I have expressly read, understood, and accepted the entire Terms of Service. Upon commencement of access / usage / subscription and by submitting my one-time electronic acceptance/confirmation/authentication either through registered mobile phone or through any electronic/web platform and/or through email id to Chirag, it is construed as deemed acceptance. If any of these Terms of Service conflict with any other document/electronic record in this behalf, these terms and conditions shall prevail, until further changes/modifications are notified by Chirag.

I hereby agree and acknowledge that (i) I am at least 18 years of age, (ii) I am duly authorised either in your individual capacity (iii) I understand, read and access the world wide web / internet in English language, (iv) I have read, understood and agree to be bound by these Terms of Service.

I authorize Chirag to exchange, share all information and details as provided by me for availing of the products/services and for promotion/communication purpose to Chirag's business partners/group companies/ permitted assigns/subsidiaries/agents/service provider/representatives/empanelled merchants (collectively referred to as "Affiliates") and any third party including but not limited to, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies, empanelled merchants, central KYC registry, Reserve Bank of India, GST portal, CIBIL/CRISIL/any credit rating agency/credit information company, information utility, NSDL e-Governance Infrastructure Limited (NSDL)/ UTI Infrastructure Technology and Services Limited (UTIITSL) for verification, personalization of products or services, credit rating, data enrichment, marketing or promotion of Chirag services or related products or that of its Affiliates or for enforcement of my obligations and I shall not hold Chirag/its Affiliates liable for the use/sharing of the information as stated above. Further, I authorize Chirag/its Affiliates to seek/obtain any other information, relating to me, from any third party as may be required under the applied credit facilities.

I hereby expressly authorize Chirag/its Affiliates to send me transaction and/or promotional communications and/or to avail of loans, insurance and other products from Chirag/its Affiliates /or third parties through telephone calls/SMS/emails/WhatsApp/bitly/bots/in person communication etc. or through any other means of physical and electronic communication. I expressly waive any restriction rights available to me or any NDNC request made by me under the Telecom Commercial Communications Customer Preference Regulations in relation to solicitation, offers made by Chirag.

I hereby understand and acknowledge that upon accessing Chirag/its Affiliates platform/website, Chirag/ its group companies/business partners may access your

cookies/device information and other details accessible through the widget/lead generation page to provide customized services.

I further understand that if I choose to avail of any product/service from Chirag or its Affiliates, I will be required to submit documents to the satisfaction of Chirag/its Affiliates and accept the terms and conditions/required formalities for availing of the product and the terms and conditions/policies for purchase and use of the products/services of the Affiliates (if any)

I understand that I may withdraw my consent to receive promotional communication or delete information shared with Chirag by writing to: customercare@chiragfinance.com

I understand that Chirag may be required to share/transmit my information/data through physical/electronic means and that there may be risks/loss of information involved, which are beyond the control of Chirag, and I shall not hold Chirag/its Affiliates liable for the same.

I understand and acknowledge that:

Chirag employees/personnel/affiliates will not contact me directly for disclosure of any sensitive and personal information unless required for providing any product/service availed by me. Hence, I am solely responsible to exercise proper due diligence to verify the identity of the individuals contacting me before disclosing any personal and sensitive personal data/information such as reaching out to Chirag's nearest branch or Chirag's official customer care email customercare@chiragfinance.com for verification/before any disclosure.

I hereby waive off from making any claims/demands/compensation against Chirag and its affiliates and shall be solely liable for disclosure of any personal/sensitive personal information without exercising proper due diligence at my end.

Regarding the potential risk of data/privacy breach, I confirm that I shall be solely liable for any unauthorized disclosure/breach of data, etc. and any direct/indirect losses suffered by me due to the same. Hence, I shall exercise utmost caution to ensure that my personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc.) are not shared/stored/made accessible through any electronic means, by exercising the following precautions/safety measures.

I shall undertake to use only the official website/links of Chirag/its Affiliates for availing products/services by inputting the domain information.

Regarding the potential risk of data/privacy breach, I confirm that I shall be solely liable for any unauthorized disclosure/breach of data, etc. and any direct/indirect losses suffered by me due to the same. Hence, I shall exercise utmost caution to ensure that my personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc.) are not shared/stored/made accessible through:

Any physical means with or without my knowledge (disclosure to any person/third party etc. and/or

through any electronic means, by exercising the following precautions/safety measures:

I shall always check if “https” appears in any website’s address bar before making any online transaction, to ensure that the webpage is encrypted;

I shall avoid using third party extensions, plug-ins or add-ons on my web browser, as it may result in the risk of tracking or stealing of my personal details;

I shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of my personal/sensitive personal information;

I shall access darknet, unauthorized/suspicious websites, suspicious online platforms, download applications from unreliable sources

I shall ensure to disable cookies before accessing any domain/website, to ensure that my personal information is not tracked by any third party, unless otherwise consciously permitted by me by accepting the same;

I shall not respond to any generic emails from an unknown/unidentified source;

I shall check the privacy policy of the website/application to know the type of information that may be collected from me and the manner in which it may be processed by the website/application before accepting/proceeding/transaction on any website/application;

I shall always verify and install authentic web/mobile applications from reliable source on my computer/laptop/tab/iPad/smart phone or any other electronic device

I shall not access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, SMS, social media, websites).

Ownership of Intellectual Property Rights and Confidential Information:

Chirag including its group companies, subsidiaries, agents, licensors and partners, or their third-party data or content providers, have exclusive proprietary rights to the Content provided on this Website. The Content and the trademarks, service marks, trade names, icons, and logos contained therein ("Marks"), including without limitation, the terms "Chirag," and the Chirag logos, are owned by Chirag in various jurisdictions or usage allowed to Chirag and owned by its group companies, subsidiaries, agents, licensors and partners, or their third-party data or content providers, and are subject to copyright and other intellectual property rights under Indian and foreign laws and international conventions. Chirag including its group companies, subsidiaries, agents, licensors and partners, or their third-party data or content providers retain all respective proprietary rights in the Content and Marks. Content and Marks may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licenced, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Chirag reserves all rights not expressly granted in and to the Website and the Content. Chirag retains all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or by the Website (including all texts, graphics and logos).

You acknowledge and agree that the Website, Content, information, tools and technology used in the building, development, creation and hosting of the Website and any other necessary software used in connection with the Website contain proprietary and confidential

information that is protected by applicable intellectual property and other laws. Chirag owns the copyright to all information, works of authorship on the Website and in the products of Chirag. All trademarks, service marks, and logos used on the Website are the trademarks, service marks or logos of Chirag or permitted by the said proprietors for the display on the Website. You shall not use any such names, logos, trademarks, software and works of authorship without Chirag's prior written consent. You agree that other than the right to access the Website and view the information contained on the Website under the terms and conditions set forth herein, you acquire no ownership, title, right or interest of any kind in or of the Website or any portion of any Content or information on the Website. You further, agree that all title, right and interest therein and thereto remains with Chirag. You shall not copy any of the information or Content provided on the Website and must not copy this information or Content to any other website or similar forums as your content or otherwise.

Warranty Disclaimer:

The information provided through the Website is provided "as is" and "as available." You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, Chirag, its group companies, suppliers, service partners, agents, employees, licensors, consultants, officers and directors disclaim all warranties, express or implied, in connection with the Website and your use thereof. Chirag makes no warranties or representations about the accuracy, adequacy, timeliness, or completeness of this Website's Content or the content of any sites linked to this Website and assumes no liability or responsibility for any

- Errors, omissions, mistakes, or inaccuracies of content,
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website,
- Any unauthorized access to or use of Chirag's secure servers and/or any and all personal information and/or financial information stored therein,
- Any interruption, delay or cessation of transmission to or from the Website,
- Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or
- Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on the Website
- The services of the Website will meet your requirements,
- The quality of any products, services, information, or other material sourced or obtained by you or created by you through the Website will meet your expectations or
- The results that may be obtained from the use of the Website shall be accurate or reliable or and/or
- Merchantability and fitness of the products and services for a particular purpose. Chirag provides no guarantee against the possibility of deletion, mis-delivery or failure to store communications, personalized settings, or other data. Chirag does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or

other advertising, and Chirag will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Your sole remedy for dissatisfaction with the Website and/or Content contained on the Website is to stop using the Website.

Indemnity:

You agree to indemnify, defend and hold Chirag, its group companies, suppliers, service partners, agents, employees, licensors, consultants, officers and directors harmless from any and all claims, damages, obligations, losses, liabilities, costs, damages, awards, judgements, settlements or debt, and expenses (including but not limited to attorney's fees) that may be asserted, granted, imposed or brought against Chirag arising from:

- Your unauthorized use of and access to the Site;
- Your violation of any term of these T&Cs;
- Your violation of any third party right, including without limitation any privacy right;
- Any claim regarding Chirag's use of your submissions; or
- Any claim that one of your submissions caused damage to a third party.
- Infringement or alleged infringement of any rights in and to registered or pending patents, trademarks service marks, design rights, copyright, rights to extract or re-utilize data from a database or other database rights, confidential information and any other industrial or commercial property right whatsoever, whether existing now or in the future of any third party;
- Use or misuse of the Services of the Website as a User or otherwise;
- Any representation and warranty being false and misleading in any manner whatsoever; and
- Any third-party claim or any offence committed by you in any manner whatsoever and under all applicable laws.

This defence and indemnification obligation will survive termination of this T&Cs and/or discontinuance of your use of the Website.

Term and Termination:

Your permission to access the Website under these T&Cs will immediately terminate if you fail to comply with any term or condition mentioned herein and on the Website. Upon such violation, you agree to terminate access to the Website. You agree that Chirag, in its sole discretion and with or without notice, may terminate your access to the Website, and remove and discard any content within the Website. Chirag may also in its sole discretion with or without notice discontinue providing the Website to you or any other User. You also agree that Chirag will not be liable to you or any third party for any termination of your or User's access to the Website.

Assignment:

These T&Cs and any rights and licences granted hereunder may not be transferred or assigned by you but may be assigned by Chirag to any third party without restriction, including and without limitation, in the event that Chirag forms a partnership with, is merged with, is acquired by another company or in any similar situation.

Governing Law:

The Website is a passive website and that the Website does not give rise to personal jurisdiction over Chirag, either specific or general, in jurisdictions other than Pune, India. You agree that these T&Cs shall be governed and interpreted pursuant to the laws of India, notwithstanding any principles of conflict of law or your actual state or country of residence.

You also agree to submit all disputes, difference, claims and questions whatsoever arising out of this Contract and concerning these presents or anything herein contained or in any way relating to or arising from these presents shall be referred to a sole Arbitrator to be appointed mutually by the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The award of such Arbitrator so appointed shall be final and binding on all the parties to this Contract. The venue and seat of arbitration is Pune. The sole Arbitrator must pronounce the award as expeditiously as possible after entering on the reference or within such time as he may deem expedient. Any notice and communication by the Arbitrator to the User at the email address provided by the User during registration on Chirag's Website shall be deemed to be sufficient notice to the User. The costs and expenses of the arbitration proceedings shall be borne by the User.

Entire Agreement/Severability:

These T&Cs, together with the Privacy Policy, Legal Disclaimers and any other legal notices published by Chirag on the Website and/or any related third-party Website that links to this policy, including any content, functionality and services offered on or through the site(s) is the entire Contract between you and Chirag.

If any provision of these T&Cs is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these T&Cs, Privacy Policy, Legal Disclaimers and any other legal notices published by Chirag, which shall remain in full force and effect.

No Waiver:

No waiver of any provision of these T&Cs shall be deemed a further or continuing waiver of such provision or any other provision, and Chirag's failure to assert any right under these T&Cs shall not constitute a waiver of such right.

Modification of the Website or T&Cs:

Chirag reserves the right, in its sole discretion, at any time to modify, discontinue or terminate the Website, any portion thereof, or any content thereon without notice, or modify these T&Cs. Chirag may notify you about significant changes to the Website, products and services, and special offers by sending you a notice to the primary email address specified in your account or by placing a prominent notice on the Website. If any modified terms and conditions are not acceptable to you or if you do not want to receive such notices, your sole remedy is to cease using the Website, and if applicable, cancel or opt out of your Chirag account. You may use opt out of receiving future communications. Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. You may send an email message to customercare@chiragfinance.com with the word "Remove" in the subject field.

By continuing to access or use the Website after Chirag makes any such revision, you agree to be bound by the revised T&Cs.