

## **TERM & CONDITION**

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

Your use of the websites, [www.creditbazaar.in](http://www.creditbazaar.in) (hereinafter referred to as “Websites”) is subject to the terms of a legal agreement between you and Credit Bazaar Financial 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 2<sup>nd</sup> Floor CR Arcade Opposite Delta Garden next to Shree Mahalaxmi Restaurant Mira Road East Thane : 401107, through its authorized representative its authorized representative, Mr.Pradeep Singh.

The following terms and conditions will be deemed to have been accepted by you (“User”) on mere usage of the 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 this Site. The term Company shall refer to the concerned company Limited and/or its affiliates/subsidiary companies.
- 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 Companies may revise the Terms of Use at any time without notice to you. Areas of this 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 Companies 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 Companies may monitor access to the Site.
- iv. All content present on this site is the exclusive property of the Companies. The software, text, images, graphics, video and audio used on this Site belong to the

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- v. The Companies do 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 Companies do not accept any responsibility towards the contents and/or information practices of third party sites which have links through the Companies' Sites. The said links to internal or external website locations are only for the purpose of facilitating your visit or clarify your query.
- vii. This Site, and all content, materials, information, software, products and services provided on this Site, are provided on an "as is" and "as available" basis. The Companies expressly disclaim 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 Companies 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 Companies may change or discontinue any aspect of their Sites at any time, including its content or features. The Companies reserve the right to change the terms and conditions applicable to the use of the Sites. Such changes shall be effective immediately upon notice, which shall be placed on the concerned Site so changed.
- x. In no event will any of the Companies 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 Companies' Websites, or any information provided on the Websites, 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 Companies or their 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 concerned Company and/or its Affiliates will in no event exceed, in the aggregate, the service fees you paid to the said concerned Company 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 Companies 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 this Site has been obtained from sources believed to be reliable. The Companies disclaim all warranties as to the accuracy, completeness or adequacy of such information.
- xiii. The Companies make 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 Companies. Any information provided by the User will not be shared with any third party. The Companies 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 Companies are 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 Companies are 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

Companies are not responsible for any loss or damage of any sort that a User may incur from dealing with any third party.

## **2. Feedback**

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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: Mr.Rahul Sharma

Address: 2<sup>nd</sup> Floor CR Arcade  
Opposite Delta Garden next to  
Shree Mahalaxmi Restaurant  
Mira Road East  
Thane : 401107

Email ids: Rahul.sharma@creditbazaar.in

If the matter is not resolved at the first instance by the concerned 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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