



## TERMS OF USAGE

**PLEASE READ THIS TERMS OF USAGE CAREFULLY. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY BELOW MENTIONED TERMS OF USAGE. IF YOU DO NOT AGREE TO THE TERMS OF USAGE AS MENTIONED BELOW, DO NOT ACCESS THIS WEBSITE, OR ANY PAGES THEREOF.**

### **NO WARRANTY:**

This information, including the scopes, terms, conditions, exclusions and limitations, available on the Website is not intended to be exhaustive and is indicative in nature.

The Website may contain links to other websites, webpages and services also operated by other entities or companies, and your use of such sites is also subject to the Terms of Usage and other terms and guidelines, if any, contained within such given Site. Mansa Mata Finance Private Limited, hereinafter referred as “Company” disclaims all liability for the content and/or materials available on such other sites.

You should assume that everything you see or read on [www.mansamatafinance.com](http://www.mansamatafinance.com) (“Website”) (including but not limited to directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, profiles, audio clips, video clips, trademarks, service marks and the like) is intellectual property of Company unless otherwise noted and may not be used except as provided in these Terms of Usage, or in the text on the Website. Company, neither warrants nor represents that your use of materials displayed on the Website will not infringe any intellectual property rights or any other rights of third parties not owned by it.

### **NO LIABILITY:**

In no event will Company be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Company or representatives thereof, are advised of the possibility of such damages, losses or expenses.

### **SUBMISSIONS:**

All information submitted to Company via this site shall be deemed and remain the property of Company and Company shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information given by any visitor to this site provides Company through this site. Company shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by Company having direct customer relationship or as otherwise specifically agreed or required by law.

## **COLLECTING YOUR PERSONAL INFORMATION:**

Company may collect the information you provide when you:

1. Request information from Company Website.
2. Apply online for loans.
3. Subscribe to online services.
4. Complete an online form.
5. Conduct transactions online.

We may collect contact information such as your name, address, and email address and other details as given in the registration page of our Website. If you apply for a loan from us, we may collect financial information such as credit / debit card number and expiration date through the payment gateway of the credit/debit card company or the Internet banking service of your bank. We may store this information for our records and in order to verify authenticity of the same. We may also collect information such as beneficiary name, address and your relationship to the beneficiary when you take a loan from us. This is required to maintain a record of your beneficiary details for your loan with us.

Use of your personal information:

We will use the information primarily for the following purposes:

1. Providing customization: We may use the information provided by you to customize your visit to the Website by displaying appropriate content at our judgment and discretion.
2. To send you information about services offered by Company. In event you do not wish to receive such information, you may unsubscribe to the facility in the email message received by you.
3. To contact you for reminder notices, claims processing and to keep you updated on the investor sector and Company through our newsletters.

## **TERMS OF USAGE OF THE WEBSITE WITH REFERENCE TO THE VISITORS**

### **ACCEPTANCE OF THE TERMS**

By accessing the Website, the Visitor acknowledges and accepts these Terms of Usage.

### **CONSULTING SERVICES**

The availability of the information and guidance as part the Website does not constitute a recommendation by Company. Any decisions will be based solely on the Visitor's own evaluation of the loans of Company and his/her need for the same. While adequate care would be taken to ensure completeness, accuracy etc. of the information/services provided, neither Company nor any of their personnel shall in any circumstance be liable for any loss or damage caused by a Visitor's reliance on information obtained through the Website. It is the sole responsibility of the Visitor to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the Website and the Visitor should consult his/its own legal counsel, business Advisor and tax Advisor as to the legal, business, tax and related matters concerning any loans with respect to which guidance is sought or given.

## **TERMS OF USAGE OF THE SITE WITH REFERENCE TO THE CUSTOMERS**

### **EVIDENCE OF TRANSACTION:**

In respect of any transactions which may be permitted by Company from time to time, Company's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. More particularly, the record of Company generated by the transaction(s), including the recording of the time of the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions.

### **USAGE:**

The Website is deemed to be in use when it is loaded in temporary or permanent memory of your computer/electronic device.

### **RESTRICTION ON USE:**

You agree to use the Website strictly for your personal use or you represent as an authorized representative of an existing or potential borrower. You agree not to use this Website for any illegal purpose or in any manner inconsistent with these Terms of Usage. You agree not to use, transfer, distribute or dispose of any information contained in the Website in any manner that could compete with the business of Company or otherwise compromise or imperil the interests of Company. You acknowledge that the Website has been developed, compiled, prepared, revised, selected and arranged by Company and others (including certain other information sources) through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and may also include trade secrets of Company and such others. You agree to protect the proprietary rights of Company and all others having rights in the Website or its content during and after the term of this agreement and to comply with all reasonable written requests made by Company or its suppliers of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify Company in writing promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any intellectual, contractual, statutory or common law rights. You may download and retrieve data from the Website on your device, print individual pages on paper, photocopy and store such pages in an electronic form on disk (but not on any server or other storage device connected to a network) for your exclusive personal use only. You further acknowledge that all the intellectual property in the Website continues to vest with us.

### **YOU SHALL NOT:**

Reverse engineer, decompile, disassemble, copy, reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the services or content in violation of the Terms of Usage or the laws of any country.

1. Rent, lease, license, sublicense, sell, or lend your access to the Website.
2. Cache or permit caching by any person.
3. Do any act that violates our intellectual property in the Website.
4. Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain the password or any private information of any use.

5. Use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including threatening or obscene material or engage in any kind of illegal activity.
6. Run mail list or any form of autoresponder, or spam on the Website or any processes that are run or are activated while you are not logged on.

Although Company may, from time to time, monitor or review any facilities, if established or otherwise offered at the Website for discussions, chats, postings, transmissions, bulletin boards, and the like on the Website, Company is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information contained within such locations on the Website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Company will fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any such information or materials.

#### **ACCESS RESTRICTION:**

We reserve the right to deny to you, at our sole discretion, access to the Website, including any portion thereof, without any prior notice.

#### **INTELLECTUAL PROPERTY:**

We grant you the right to access this Website in accordance with these terms of usage, and for no other purpose. Please note that the services and content on the Website, including but not limited to text, content, photographs, video, audio and graphics, are either the property of, or used with permission by, Company and may be protected by applicable copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of India and other countries. The trademarks, logos, slogans and service marks (collectively the "Trademarks") displayed on the Website, are registered and unregistered Trademarks of Company and others. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the written permission of Company or such third party that may own the Trademarks displayed on the Website. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms of Usage, is strictly prohibited. You are also advised that Company will fully aggressively enforce its intellectual property rights of the law, including the seeking of criminal prosecution. We shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to us, to protect our interests therein.

#### **SOFTWARE AVAILABLE ON WEBSITE:**

Software or information (if any) that is made available to download from this Website is the copyrighted work of Company and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included in the Software. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

#### **INDEMNIFICATION:**

You agree, at your own expense, to indemnify, defend and hold harmless Company, its directors and employees, representatives, suppliers and Advisors, against any claim, suit, action or other proceeding

brought against Company, its directors and employees, representatives, suppliers and as by a third party, to the extent that such claim, suit, action or other proceeding brought against Company, its directors and employees, representatives, suppliers and Advisors is based on or arises in connection with the use of this Website, or any links therein, including, but not limited to:

1. Your use or someone else's use of your access to the Website
2. Your use/operation or someone using/operating or conducting any transactions, where applicable
3. A violation of the terms of usage contained herein by you or anyone using your or any other computer/electronic system
4. A claim that any use of the Website by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party
5. Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website by you or someone using your computer/electronic device
6. Any misrepresentation or breach of representation or warranty contained herein made by you or
7. Any breach of any covenant or agreement to be performed by you hereunder.

You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

#### **WARRANTIES:**

You expressly agree that use of the Website is at your sole risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis.

Except as warranted in these Terms of Usage, we expressly disclaim all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy & completeness, and any warranties relating to non-infringement.

We shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information, research, reports, analysis, quotes etc. in this Website or any part thereof.

We shall not incur any liability direct or indirect, to you or any third party, because of non-functioning of any equipment belonging to you, any third party or us. We shall not be responsible for any downtime of such equipment.

We do not warrant that access to the Website will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the Website or as to the accuracy or reliability of the content contained therein.

We make no warranty regarding the transactions entered through the Website. No advice or information, whether oral or written, obtained by you from or through the Website or any person shall create any warranty not expressly stated herein.

We shall not be liable for any action taken by you based on or relying on the information provided in or by the Website.

We will not be liable for any virus that may enter your system as a result of you using the Website. We make no guarantees to you or third parties that the content contained on the Website would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of your use of the Website.

If you are dissatisfied with any portion of this Website or with any of these Terms of Usage, your sole and exclusive remedy is to discontinue using the Website.

**LIMITATION OF LIABILITY:**

Under no circumstances, including but not limited to negligence, shall Company, its employees and directors, its suppliers and its third party advisors be liable to you for any direct, indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, plagiarism or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of this Website, with the delay or inability to use this Website or any links or items on the Website, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise, or for cost of procurement of substitute goods and repair & correction services or resulting from the use of this Website or obtained or messages received or transactions entered into through or from the Website or resulting from unauthorized access to or alteration of your transmissions or data, even if we have been advised of the possibility of such damages.

You agree that we shall not be liable for any damages arising from interruption, suspension or termination of the Website, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. However, in no event shall our liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by you, if any, for accessing the Website.