



## USER AGREEMENT

This Website User Agreement along with the Disclaimer, Terms of Usage and Privacy Policy (collectively hereinafter referred to as the "Agreement") lays out the terms and conditions and rules, as maybe amended and supplemented, from time to time ("Terms") which shall be applicable to the visitor/ user ("User") of the Website ([www.mansamatafinance.com](http://www.mansamatafinance.com)) owned by Mansa Mata Finance Private Limited (hereinafter referred to as "Company").

### 1. ACCEPTANCE OF TERMS AND MODIFICATION THEREOF

- a. This Agreement constitutes a binding contract between User and Company, with regard to the access and use of the Website.
- b. Access of the Website by the User constitutes an acknowledgement and acceptance in full and without any modification and/or exception by the User of this Agreement. If the User does not agree with any part of such terms, conditions and notices as stated in this Agreement in any manner, the User must not access the Website.
- c. Company reserves the right to change the terms, conditions and notices pursuant to which the Website is accessed by the User or any services (hereinafter referred to as “**Services**”) that are offered through the Website, without any notice or intimation of such change. The User shall be responsible for regularly reviewing the terms and conditions of this Agreement. Changes to this Agreement will be effective when posted and the User agrees to review this Agreement periodically to become aware of any changes.
- d. The User agrees that this Agreement forms a valid contract between the User and Company, and that Company may, at its sole discretion, amend any of the use or Services being provided by it vide the Website and/ or this Agreement either wholly or partially, at any time and without the requirement of any prior notice or consent.
- e. The User’s use of certain Services, features, functionality or programs (including, without limitation, contests, sweepstakes, promotions, wireless marketing opportunities, RSS feeds, etc.) offered on or through the Website may be subject to additional terms and conditions, and before the User uses any such Services, features, functionality or other programs he would be deemed to have accepted such additional rules upon the use of such Services or the Website in any manner.
- f. The User expressly agrees that he will be deemed to have consented to the disclosure of any data, information of the User to, and same is used by Company, a subsequent owner or operator of the Website, of any information about the User contained in the applicable Company database, to the extent Company assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or substantially all of Company's assets, or in connection with a merger, acquisition or sale of all or substantially all of the assets related to this particular Website to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, the User’s continued use of the Website signifies the User’s agreement to be

bound by the terms of use, Website User Agreement, Privacy Policy and Disclaimer or otherwise of the Website's subsequent owner or operator.

- g. Company reserves the right, in its sole discretion, to terminate the access to the Website and/or any of the Services or any portion thereof at any time, without any prior notice.
- h. The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or the right to use the Website by the User as contained herein or any other section or pages of the Website in any manner whatsoever.
- i. The User "uses" the Website anytime he accesses, views, links to or from, or otherwise interacts or communicates with or connects to, the Website (or any parts thereof) or interacts or communicates with other Users through the Website (including, without limitation, on message boards, chat rooms and/or other communities established on the Website if any).
- j. The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

## **2. LIMITED USER**

- a. The User agrees that given the nature of the Internet, even though the Website is targeted to Indian Residents, Non-Resident Indian (NRI), and Person of Indian Origin (PIO) only, it may be accessed in other parts of the world. The material/information on the Website is not intended for use by persons located in, or residents in countries that restrict the distribution of such material/information or by any person in any jurisdiction where distribution or use of such material/information or usage or access of Website will be contrary to law or any regulation. It shall be the responsibility of every User to be aware of and fully observe the applicable laws and regulations of the jurisdiction which User is subject of. If the User is not an Indian resident, NRI or PIO and yet uses the Website, he acknowledges, understands and agrees that he is doing so on his own initiative and at his own risk and Company shall not be liable for violation/breach of any of the laws applicable to usage of the Website. The Website is not to be and should not be construed as purporting to offer or inviting to offer any information or services to residents of countries where Company is not licensed or authorized to perform its business activities. If the User is not an Indian resident, by using this Website and/or submitting his personally identifiable information or any other information on the Website, he expressly consents to the transfer of such data to India, and to the processing of such data on Company's Indian servers, where his data will be governed by Indian laws that may provide a level of data protection different than his country.
- b. The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Services. For the removal of doubt, it is clarified that the Services, including the use of the Website, is not for commercial use but is specifically meant for personal use only of the User.
- c. The User further agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, services or intellectual property obtained from the Website in any manner whatsoever. Limited reproduction and copying of some of the content of the Website is permitted for the User unless otherwise prohibited by Company. For the content which is prohibited by Company the prior written consent of Company is required to be obtained by the User. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is strictly not permitted.

### 3. DISCLAIMER OF WARRANTIES

- a. Company has endeavored to ensure that all the information provided by it on this Website is correct, but Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information displayed on this Website and Company shall not be in any manner liable for inaccuracy/error if any. Company makes no warranty, express or implied, concerning the Website and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of information displayed and communicated through or on the Website, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of any such information as is displayed or communicated through or on the Website or the provision of the Services.
- b. Although Company makes commercial efforts, reasonable or otherwise to ensure that the description and content of the information displayed or communicated to the User on each page of the Website is correct, it does not, however, take responsibility for changes that may have occurred due to human or data entry errors or for any loss or damages suffered by any User due to any such changed information.
- c. Also, as Company is only the information provider, and it cannot therefore control or prevent changes in the published descriptions or oral representations, which are always based upon information provided by third parties and shall not be liable in any manner for any content that such third party would provide. All Users are cautioned to conduct their own due diligence and seek separate and specific legal and other advice prior to make any decisions or investments based on the information provided on the Website.
- d. Company does not endorse any advertiser on its Website in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.
- e. In no event shall Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) the cost of procurement of services substitute to the Services; (c) unauthorized access to or alteration of the User's transmissions or data; (d) any other matter relating to the Services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with availing of the Services through the Website.
- f. Neither shall Company be responsible for the delay or inability to use the Website or the Services, the provision of or failure to provide the Services, or for any information, software, products, services and related graphics obtained from Company through the Website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Company shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website and/ or the Services that may occur due to technical reasons or for any other reason whatsoever. The User understands and agrees that any material and/or data downloaded or otherwise obtained from Company through the Website is done entirely at his discretion and risk and he will be solely responsible for any damage to his computer systems or any other loss that results from such material and/or data.
- g. As regards disclosing defaulters name, photographs and other details by the Company, the affected User/viewers may refer to the specific loan agreement or declaration in loan application form.
- h. Company is having a valid Certificate of Registration dated N-13.02363 issued by the Reserve Bank of India under Section. However, the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of Company or for the correctness of any of the statements or representations made or opinions expressed by Company.

- i. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law.

#### **4. REFUNDS AND CHARGE BACK**

- a. Subject the sub-clause below, if any amount is payable by the User to Company by way for any services offered by Company or otherwise at any given point in time, in the event a request made by the User is not a valid request, or if it is rejected by Company for any reasons whatsoever, the User agrees to pay to Company processing charges and Company shall refund such amounts as may be decided by Company in its sole discretion from time to time
- b. Any refund or charge back shall be made in accordance with the terms and conditions of the relevant service provider providing the payment gateway(if any) and other related services.

#### **5. LINKS TO THIRD PARTY SITES**

- a. The Website may contain links to other Websites or may contain features of any nature of other Websites on the Website ([www.mansamatafinance.com](http://www.mansamatafinance.com)). The linked sites are not under the control of Company or the Website and Company is not responsible for the contents of any linked site, including without limitation any link or advertisement contained in a linked site, or any changes or updates to a linked site. Company is not responsible for any form of transmission, whatsoever, received by the User from any linked site. Company is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement of any nature by Company or the Website of the linked sites or any association with its operators or owners including the legal heirs or assigns thereof.
- b. Company is not responsible for any errors, inclusions, omissions or representations on any linked site, or on any link contained in a linked site. Company does not endorse any advertiser on any linked site or on any link contained in a linked site, in any manner. The User is requested to verify the accuracy of all information on his own before undertaking any reliance on such information.

#### **6. USE OF COMMUNICATION SERVICES**

- a. The Website may contain services such as email, chat, bulletin board services, news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services"). The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:
  - b. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
  - c. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
  - d. upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or has received all necessary consents;
  - e. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
  - f. advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- i. conduct or forward surveys, contests, pyramid schemes or chain letters;



- ii. download any file posted by another user of a Communication Service that the User knows, or reasonably should know, cannot be legally distributed in such manner;
  - iii. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
  - iv. violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
  - v. violate any applicable laws or regulations for the time being in force in or outside India; and
  - vi. violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.
- g. Company will review materials posted through Communication Service and shall remove any materials in its sole discretion. The Company reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- h. The Company reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.
- i. Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, Company specifically disclaims any liability or responsibility whatsoever with regard to the Communication Services and any actions resulting from the User's participation in any Communication Service.
- j. When User registers with the Website, User consents that Company or any of its partners/ affiliate/ group companies or third party service providers may contact User from time to time to provide the offers/ information of such products/ services that they believe may benefit User.

## 7. USER'S OBLIGATIONS

- a. The User's rights under any one or more of the Licenses set forth above are conditioned upon compliance with each of the following:
- i. the User will not create or Submit (as defined below) anything that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any applicable laws, rules, regulations or Government of India's guidelines ("**Applicable Laws**"), or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;
  - ii. the User will not embed, re-publish, maintain and/or display any Website content on any web site or other Internet location that ordinarily (i) contains or hosts content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any Applicable Laws, or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;
  - iii. the User will not send spam, chain letters, or any other unsolicited or unauthorized advertising or promotional materials, or to harass, bully, stalk, harm, or otherwise cause mental or physical distress or injury to anyone, or to defame or disparage someone, or for any other unlawful or objectionable (as determined by Company) purpose;
  - iv. the User will not provide false information about him or anyone else (including, without limitation, if and when the User are being asked on the Website to provide accurate information about the User's age). , and the User will not impersonate or appear to impersonate anyone else or otherwise misrepresent the User's affiliation with any person or entity;

- v. the User will not use any one or more of the Licenses (and any associated functionality) to collect, obtain, compile, gather, transmit, reproduce, delete, revise, view, display, forward, any material or information, whether personally identifiable or not, posted by or concerning any other User of the Website, unless the User would have obtained prior permission from such User to do so;
  - vi. the User will not interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the Website (or any parts thereof);
  - vii. the User will abide by all copyright notices, information, restrictions contained in or associated with any of the Website content;
  - viii. the User will not remove, alter, interfere with or circumvent any of copyright, trademark, watermark, or other proprietary notices marked/displayed on Website content;
  - ix. the User will not remove, alter, interfere with or circumvent any digital rights management mechanism, device or other content protection or access control measure (including, without limitation geo-filtering and/or encryption) associated with Website content;
  - x. the User will not use any of the rights granted to him or any of the Website content in a manner that suggests an association with any of Company's products, Services or brands, unless otherwise specifically permitted by Company;
  - xi. the User will not use bots, spiders, offline readers or other automated systems to access or use the Website in a manner that sends more request messages to the Website's servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser, unless the User is a lawfully operating a public search engine, in which case (subject to Company's full discretion to revoke this exception at any time), the User may use spiders to index materials from the Website for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such materials;
  - xii. the User will not knowingly transmit any material that contains adware, malware, spyware, software viruses, timebombs, cancelbots, worms, trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  - xiii. the User will not do anything that is likely to adversely affect or reflect negatively upon or harm the goodwill or reputation of Company or any of its affiliates, or the Website, or any of the content running or being promoted on the Website (including, without limitation, any movie, television program or other initiative);
  - xiv. the User will not do anything on the Website that would prevent other Users' access to or use of the Website or any part thereof; and
  - xv. the User will use the Website and the Licenses at all times in compliance with this Agreement and all Applicable Laws.
- b. As a condition of access and use of the Website, the User warrants that he will not use the Website for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by this Agreement. In addition, the Website shall not be used in any manner, which could damage, disable, overburden or impair it or interfere with any other party's use and/or enjoyment of the Website. The User shall refrain from obtaining or attempting to obtain any materials or information through any means not intentionally made available or provided for, by Company, through the Website.
  - c. The User or agent of the User represents and warrants that it has the power and authority to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or other actions have been taken by it to authorize such execution, delivery and performance, and that this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. The execution, delivery and performance of its obligations under this Agreement does not and will not contravene any laws, regulation or order of any authority or other official body or agency or any judgment or decree of any court having jurisdiction over it or conflict with or result in any breach or default under any document binding upon it.

- d. The User represents and confirms that the User is of legal age to enter into a binding contract and is not a person barred from accessing and using the Website and availing the Services under the laws of India or other applicable law.
- e. The User acknowledges and agrees that:
  - i. As between User on one hand, and Company and its Affiliates on the other, Company or the Affiliates own all right, title and interest in Company and Company Brand Features;
  - ii. Nothing in this Agreement shall confer in the User any license or right of ownership in Company Brand Features and/or the Website or its contents.
  - iii. The data provided by the User shall be retained by Company till the time it may be required for providing Company's services or any other additional products/services of Company and its affiliates.
- f. To avail a Service through the Website, the User has and must continue to maintain at his sole cost:
  - i. All the necessary equipment's including a computer and modem etc. to access the Website and/or avail the Services;
  - ii. Own access to the World Wide Web. The User shall be responsible for accessing the Website and/or availing the Services which may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the User.
  - iii. The User also understands that the Services may include certain communications from Company as service announcements and administrative messages. The User understands and agrees that the Services are provided on an "as-is-where-is" basis and that Company does not assume any responsibility for deletions, mis-delivery or failure to store any User communications or personalized settings.

## 8. REGISTRATION PROCESS FOR USER

- a. Company Registration of the User on the Website is optional. If registered, the User shall receive a User id and password. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and User id and shall be fully responsible for all activities that occur by use of such password or User id. Further, the User agrees not to use any other party's user id and password for any purpose whatsoever without proper authorization from such party. The User is responsible for the security of his password and for all transactions undertaken using his password. The password entered by the User is transmitted in one-way encrypted form to Company's database and stored as such. Thus the password will not be known even to Company. Company will not be responsible for any financial loss or any other loss, inconvenience or mental agony resulting from misuse of your ID / password / account details.
- b. The User also agrees and undertakes to immediately notify Company of any unauthorized use of the User's password or User id and to ensure that the User logs off at the end of each session at the Website. Company shall not be responsible for any, direct or indirect, loss or damage arising out of the User's failure to comply with this requirement.
- c. The User also agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website; and (b) Upon registration Company will permit the User to review the information/data provided by User and it shall be User's obligation to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provides any information that is untrue, inaccurate, not current or incomplete or Company has reasonable grounds to suspect that the Registration Data or any part thereof is untrue, inaccurate, not current or incomplete and Company shall not be responsible for authenticity of data provided by User. Company has the right to suspend or terminate the User's registration and refuse any and all current or future use of the Website and/or any of the Company Services where it is found that User had willfully provided any inaccurate information/data

- d. Furthermore, the User grants the right to disclose to third parties the Registration Data to the extent necessary for the purpose of providing services by Company, its affiliates and third-party service providers.

## **9. CONFIDENTIALITY CLAUSE**

- a. The Parties hereby agree to keep the data, information and terms of the contract (“Confidential Information”) confidential and shall not disclose the same without the consent of the other Party except where the user has defaulted the loan, in case of default by the user/borrower the Company shall disclose on its website a list of defaulters with their promoters/individuals photographs, default amount and other details. If Company desires to disclose the confidential details of defaulter borrower/user, the User/borrower specifically consents the Company to disclose such details in electronic and print media apart from Companies website in public interest and the borrower/User hereby indemnifies the Company against any damages, defamation, action against the Company and/or its promoters of civil and/or criminal in nature.
- b. The Parties shall not be liable for breach of the above clause when the Confidential Information is disclosed in pursuant to an order of any court or government authority and/or, in performance of this contract by Company, default of the borrower and/or when the parties independently obtain from third party.

## **10. BREACH**

Without prejudice to the other remedies available to Company under this Agreement or under applicable law, Company may limit the User's activity, warn other Users of the User's actions, immediately temporarily / indefinitely suspend or terminate the User's registration, and/or refuse to provide the User with access to the Website if:

- a. The User is in breach of this Agreement and/or the documents it incorporates by reference;
- b. Company is unable to verify or authenticate any information provided by the User; or
- c. Company believes that the User's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the User, other Users of the Website and/or Company.
- d. Company may at any time in its sole discretion reinstate suspended Users. Once the User has been indefinitely suspended the User may not register or attempt to register with Company or use the Website in any manner whatsoever until such time that the User is reinstated by Company. Notwithstanding the foregoing, if the User breaches this Agreement or the documents it incorporates by reference, Company reserves the right to recover any amounts due and owing by the User to Company and to take strict legal action as Company deems necessary.

## **11. LICENSE AND PROPRIETARY RIGHTS**

- a. Subject to the terms of this Agreement, Company hereby grants to the User, if and only to the extent the necessary functionality is provided to the User on or through the Website, the following limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free rights and licenses (each a "License"):
  - (i) the License to access, view and otherwise use the Website (including, without limitation any information or Services provided on or through the Website) for your personal, lawful use only, as intended through the normal functionality of the Website;
  - (ii) if the Website includes a "Send to Friend" tool that allows the User to initiate and send to one of his friends an email communication that includes Website content, and the tool is operational, the License to use the tool to request that the Website's servers convey his message to his friend;
  - (iii) the License to obtain a registered personal account (and related username and password) on the Website and interact with other Website Users as part of Website-based chat rooms, message boards, social media networks, online multiplayer games and/or other similar activities;
  - (iv) the License to use any other



functionality expressly provided by Company on or through the Website for use by Users, subject to this Agreement.

- b. The content of the Website and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by Company and/or its licensors and are protected by applicable Indian and international copyright and other intellectual property law. The User acknowledges, understands and agrees that he shall not have, nor be entitled to claim, any rights in and to the Website content and/or any portion thereof.
- c. Company may provide the User with content including information, sound, photographs, graphics, video or other material through the Website. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The User may use this material only as expressly authorized by Company and shall not copy, transmit or create derivative works of such material without express authorization from Company.
- d. The User acknowledges and agrees that he shall not upload, post, reproduce distribute or modify any content on or through the Website that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution.
- e. The User agrees not to copy, reproduce, duplicate, stream, capture, access through technology or means other than those provided on the Website, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon (including, without limitation, mash-ups, montages, wallpapers, ringtones, greeting cards, or other merchandise), publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Website or any component part thereof. Any of the unauthorized uses referred to above would constitute an infringement of the copyrights and other proprietary rights of Company and/or its licensors (including, without limitation, other Website Users who have submitted their own information) and a violation of this Agreement and may subject User to civil and/or criminal liability under applicable laws.

## **12. LIMITATION OF LIABILITY AND INJUNCTIVE RELIEF**

- a. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL THE COMPANY OR ANY OF ITS AFFILIATES OR GROUP COMPANIES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE TO USER OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USER'S USE (OR THE USE OF ANYONE USING AN ACCOUNT REGISTERED TO THE USER) ON THE WEBSITE OR ANY PARTS THEREOF.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE USER HEREBY IRREVOCABLY WAIVES ANY RIGHT OR REMEDY TO SEEK AND/OR OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF OR ANY ORDER WITH RESPECT TO, AND/OR TO ENJOIN OR RESTRAIN OR OTHERWISE IMPAIR IN ANY MANNER, THE PRODUCTION, DISTRIBUTION, EXHIBITION OR OTHER EXPLOITATION OF ANY THE COMPANY OR ANY

OF ITS AFFILIATE OR GROUP COMPANY RELATED SERVICES, OR THE USE, PUBLICATION OR DISSEMINATION OF ANY ADVERTISING IN CONNECTION WITH SUCH SERVICES.

### **13. RELATIONSHIP**

- a. None of the provisions of this Agreement, terms and conditions, notices or the right to use the Website by the User contained herein or any other section or pages of the Website and/or the linked sites, shall be deemed to constitute a partnership between the User and Company and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.
- b. None of the provisions of this Agreement, terms and conditions, notices or the information displayed on the Website contained herein or any other section or pages of the Website and/or the linked sites or the Services provided by Company, shall be deemed to constitute a partnership between the Company and User or any other person or company or entity and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

### **14. INDEMNIFICATION**

The User agrees to indemnify, defend and hold harmless Company, its affiliates, group companies and their directors, officers, employees, agents, third party service providers, and any other third party providing any service to Company in relation to the Services whether directly or indirectly, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Company that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any terms of this Agreement including any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement.

### **15. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

### **16. Restriction of Usage and Access to website**

- a. The User agrees that Company may under certain circumstances and without prior notice, immediately restrict the User's usage of and/or limit access to the Website/ Company Services. Causes for restriction and /or limitation may include, but shall not be limited to, breach by the User of this Agreement, requests by enforcement or government agencies, requests by the User.
- b. Should the User object to any terms and conditions of this Agreement or become dissatisfied with any Company Service in any way or wishes to withdraw any consent previously given, the User's should immediately:
  - i. discontinue use of the Website/ Company Service; and notify Company of such discontinuance by written communication or by sending e-mail from registered e-mail address of the User
  - ii. Upon such communication by the User, Company shall have a right to put a restriction or limitation on use the Website/ Services and software by the User. The User shall have no right and Company shall have

no obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's usage of and /or access to website has been restricted and/or limited any data that the User had stored on the Website may not be available for the User's disposal.

## **17.COMPLAINTS**

In the event User has any grievance in relation to any information uploaded on the Website or with respect to processing of information or use of Website, User may contact our Grievance Officer as per Grievance Redressal Policy provided in the Website; or write at [info@mansamatafinance.com](mailto:info@mansamatafinance.com). The Grievance office shall endeavor to expeditiously redress the grievances, but within reasonable time as may be provided in applicable laws

## **18.FORCE MAJEURE**

- a. Company shall not be liable for any failure to perform any of its obligations under this Agreement or provide the Services or any part thereof if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- b. "Force Majeure Event" means any event due to any cause beyond the reasonable control of any Party, including, without limitation, unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war, acts of government.

## **19.GOVERNING LAW**

This Agreement shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles. In the event any dispute in relation hereto is brought by the User, it shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.