

These Terms and Conditions together with our Privacy Policy (collectively “the Terms”) and Additional Terms (if any, as may be separately agreed between You and CreditMantri in connection with specific Services that you may avail from time to time) are the terms and conditions subject to which you are allowed to access/use this website www.creditmantri.com (“the Website”) and/or the online, web-based facilities, solutions and services made by CreditMantri, including available through the Website (“the Service”).

These Terms are legally binding. So please do read through them carefully and make sure you understand them before you accept these Terms. By clicking the box indicating acceptance of these Terms, you acknowledge and agree that you have read and understood these Terms and that these Terms form a legal and binding agreement between us. If you do not agree to these Terms, do not access or use the Website or the Service or any part thereof.

CreditMantri may modify these Terms / the Additional Terms from time to time and any changes will be notified to you through the Website or via the Service. Once you have received notice of any change in these Terms/ the Additional Terms, any subsequent use of the Website or the Service will be deemed to constitute your acceptance of such modified / changed Terms.

In these Terms and any Additional Term as may be relevant, “User”, “you” or “your” shall refer to you, the person who is accessing / using this Website / the Service and the term “CreditMantri”, “we” or “our” shall refer to CreditMantri Finserv Private Limited, a company with its registered office at Door No.3, Block B, No.147, 2nd Floor, Workeasy Space Solutions, RK Swamy Centre, Hansa Building, Pathari Road, Thousand Lights, Chennai - 600006 and wherever the context requires, shall also include CreditMantri’s licensors and affiliates and their respective employees, officers, directors, agents and representatives.

REGISTRATION

1. To avail of the Service, you must register on the Website and create an account (“User ID”) with CreditMantri. Your User ID is usually your mobile number or an email ID you choose. To register and activate your User ID, you will be required to provide certain personal information to CreditMantri. Alternatively you could also choose to register using your Facebook or Google access. You may also be required to submit certain documents stipulated as per CreditMantri’s policies as applicable from time to time. The details of the information / documents that we collect and how we use this information / documents are detailed in our Privacy Policy available on our website, which Policy forms part and parcel of these Terms. If these Terms and Conditions read with our Privacy Policy are not acceptable to you, please do not provide any of your information to CreditMantri. However, in such event, we may not be able to provide you with our Service or some parts of it.
2. The details and / or documents requested are not an exhaustive list of requirements and CreditMantri reserves the right to require additional documents and / or details as may be deemed necessary by CreditMantri in its sole discretion, to complete its internal verification process. In the event the details or documents submitted for creating an account are incomplete or discrepant, CreditMantri will request additional information / documentation through email / SMS or WhatsApp sent to the email ID / Mobile Number as provided by you when you sought to register on the Website. In case the discrepancies remain unresolved or if CreditMantri is unable to successfully complete its internal verification in accordance with its policies, CreditMantri shall have the right to reject your request for registering with the Website. CreditMantri reserves the absolute discretion to accept or reject your request for creating a User ID and/or availing any of the Services, without assigning any reasons for the same.
3. If you successfully pass CreditMantri’s internal verification process and we accept your request for registration on the Website, we will send you an activation code as “one time password” (OTP) to your registered mobile. You can enter the OTP to access your account. Once activated, you can use your User ID together with your password to access the Service and it will remain active until terminated in accordance to these

Terms. In case you have used Facebook or Google credentials to register for the Service, then you will have to continue to use such credentials to access your Service.

4. By registering and creating a User ID with CreditMantri, you declare and confirm that:
 1. You have created the User ID for your own personal, non-commercial use and that the information and documents you provide to CreditMantri will be your details (and not that of any third person).
 2. You will use the User ID only for yourself and will not use your User ID for the benefit of/detriment of any third party.
 3. All details and documents that you provide to CreditMantri are true, complete and accurate and supported by genuine and valid documents submitted to CreditMantri. You further confirm that you will keep all such information and documents current, complete and accurate at all times for as long as your User ID remains valid. You can log in to your account to review and modify any changed details. You may be required to submit documentary proof as required by CreditMantri's policies from time to time to authenticate the modified details and may not be able to use the Service until verification of the changed details is successfully completed by CreditMantri. You hereby agree that you will indemnify CreditMantri for any loss, damage, claim, action, costs, charges and expenses which CreditMantri may suffer or incur as a result of acting on, or relying on the details and documents provided by you.
 4. You hereby confirm and authorise CreditMantri, to store a record of all your personal data collected including but not limited to your name(s), date of birth, various identity records like PAN, Aadhar, Driving licence etc, present and past contact numbers, present and past addresses, employment details for the purpose of providing you with Services under this agreement.
 5. You will be responsible for safeguarding the security and confidentiality of your User ID and password; that you will not share, assign or transfer your User ID or reveal your password to any third party or do anything else that might jeopardize the security of your User ID; and that you will be solely responsible and liable for all actions/instructions initiated using your User ID except in case of any willful or willfully negligent act on our part.
 6. You will not create more than one User ID and if we disable your User ID for any reason whatsoever, you will not create another one without revealing the same to us and then again, only with our express permission.
 7. By providing your email ID and Mobile number, you hereby authorise CreditMantri to contact you through email, SMS, WhatsApp or such other communication channels to inform you about various products and services which CreditMantri has identified as appropriate for your profile.
5. If you become aware of any unauthorized use of your User ID or password, you must notify CreditMantri immediately by e-mail addressed to security@creditmantri.com with the title "Account-Unauthorised Access".
6. CreditMantri may suspend or terminate your User ID or your use of the Service at any time without notice, if we suspect that any information / documents that you have provided are untrue, inaccurate, not current, or incomplete or if you found to be in breach of any of these Terms.

B. SCOPE OF SERVICE AND LIMITATIONS

1. The Service provided by CreditMantri is available and appropriate only for use in India.
2. The Service provided by CreditMantri is aimed at improving your credit worthiness and assisting you with taking actions that are expected to enhance your credit rating and consequently, over a period of time, your eligibility for credit assistance from banks or other credit institutions. Basis the specific action that you opt and pay for (wherever such charges are applicable), CreditMantri will assist you with providing the details of your

current credit health and provide you with options on ways to resolve issues and co-ordinate with you to implement the action chosen to improve your chances for becoming eligible for credit assistance over a period of time.

3. For details of the various Services offered by CreditMantri, the scope of such Service provided, the term of the relevant Service and the charges applicable for the respective Service, please refer the relevant Additional Terms.
4. You may be required to accept and agree to be bound by additional terms and conditions ("Additional Terms") for availing the specific Service you choose. The applicable Additional Terms are set out at the point of access to the relevant Services. These Additional Terms are in addition to, and not in derogation of these Terms. In the event of any of these Terms conflicting with any Additional Terms, the Additional Terms shall prevail to the extent of such conflict, in respect of, and to the extent it relates to that particular Service.
5. All transactions undertaken on your behalf by CreditMantri will be on the basis of your express instructions/prior approval and will be strictly on a non-discretionary basis. CreditMantri only offers to provide options and assist you (using commercially reasonable efforts) with actions that you could take to improve your credit record and remove negative comments in your credit history, with the sole aim of improving your credit rating and improving your chances of becoming eligible to receive financial assistance from banks or other credit institutions. You fully understand and agree that the decision on the course of action that you chose to adopt will rest exclusively with you and you are not obliged to accept any advice / recommendations provided to you by CreditMantri. CreditMantri shall not be responsible for any adverse impact resulting from your decision on the course of action that you choose to adopt or your failure to abide by the financial obligations you undertake pursuant thereto. While determining your course of action, you are required to independently analyse all relevant factors and exercise your independent discretion.
6. The Service provided to you is based on your credit information report and credit rating maintained by various authorized Credit Information Companies ("CICs) in India and any other financial information that you may chose to provide to CreditMantri or authorise/ give consent to obtain from such CIC. If the information and details provided to CreditMantri (by the concerned CICs or you) are incorrect or incomplete, it will adversely affect the quality of the Service. In addition, there are several unknown factors beyond the control of CreditMantri that may impact the outcome of the Service. For instance, credit scores are calculated differently by the various credit information companies; banks and other lending institutions may have their own internal policies subject to which they accept settlement of delayed dues or offer financial assistance and therefore, it is impossible to predict how any one specific action that we may recommend will affect your credit rating or your ability to obtain financial assistance. Therefore, you hereby understand and acknowledge that the reports and analysis provided to you by CreditMantri is based on CreditMantri's commercially reasonable efforts and our past knowledge and experience, and CreditMantri does not guarantee any outcome vis-à-vis your credit report or credit rating maintained by CICs nor do we guarantee that you will receive financial assistance from any bank or other credit institution. Individual results may vary based on several factors which are beyond the control of CreditMantri. While we make commercially reasonable efforts to ensure that our analysis are comprehensive and will provide you with options to improve your credit rating and credit worthiness, it is not meant to be exhaustive or conclusive and errors may occur.
7. By accepting these Terms, you hereby give consent and authorise CreditMantri at its discretion to:
 1. Request and receive reports from CICs now and for a period of next six months
 2. Retain and store such reports for a period of six months from the date such report was received from the CIC
 3. Extend the periods stated above for further such periods perpetually every time you login to the CreditMantri Website.

You hereby understand and agree that CreditMantri is required by law to purge any report after six months of obtaining such report, if you fail to login and validate your consent for retaining such report for further period of six months.

8. By accepting these Terms, you hereby request and authorize CreditMantri to communicate with you, and accept instructions from you or your approval, (i) over the telephone (at the number you provide to CreditMantri) (ii) by email (at the email address you provide to CreditMantri); (iii) in writing (including through documents uploaded by you through your User ID or otherwise), and/or any other mode and form as may be determined appropriate by CreditMantri from time to time. You hereby consent to CreditMantri, at its sole discretion, (i) recording all telephone calls between you and CreditMantri and any such records of CreditMantri shall be conclusive and binding evidence of the fact and content of such calls (ii) providing your details to banks and credit institutions to validate correctness of reporting with the CICs (iii) To share your information including certain personal identifiable information with business partners (i.e. financial institutions) of CreditMantri to provide you with pre-approved offers per the eligibility criteria, from such business partners. It is your responsibility to intimate CreditMantri of any change in your email address or telephone number. You hereby confirm that instructions / approval so provided by you will be valid, effective and binding on you without any further enquiry or due diligence as to identity of the person purporting to give such instruction / approval. CreditMantri may, in its sole discretion, seek further confirmation of any instruction / approval given or purporting to originate from you.
9. For as long as your User ID remains registered with us, CreditMantri may, from time to time, recommend our own products and services or the products and/or services of third party banks and other credit institutions to you. You hereby consent that based upon your request, CreditMantri may forward your contact details to third party banks and credit institutions, and you authorize them to contact you, even if you are registered with a Do Not Call (DNC) status with your telecom provider. If you have asked us, or if you do ask us in future not to send you any marketing material, you agree that this restriction will not apply to these recommendations / referrals. The provision of referrals related to the products and/or services of third party banks and other credit institutions is purely a referral service and is not an offer made to you by CreditMantri for any financial product and/or financial services and should not be construed as such. Such third party referral is provided strictly on a non-risk participation basis. The ultimate decision regarding the appropriateness of any product / service that is provided to you by CreditMantri is exclusively yours and you should exercise due caution and/or seek independent advice before entering into any investment or financial obligation based on these referrals. You should consult your appropriate advisors and independently consider the merits and risks of subscribing or purchasing any recommended products / services, including engaging with any third party and / or purchasing their products / services. The third party/parties will be entitled to determine, in their sole discretion, whether to offer any of their products and/or services to you and any such offer will be subject to such terms and conditions as may be agreed between you and the concerned third party. CreditMantri shall not be a party to and shall not be responsible or liable for any transactions, interactions, conduct or communications between you and our third party partners, on or through the Service or otherwise. CreditMantri may receive a referral / facilitation fee from these third party banks / other credit institutions for the referral and you hereby confirm that you have no objection to the same.
10. CreditMantri shall not be liable for any failure or delay to perform any of its obligations if performance is prevented, hindered or delayed, in part or entirely, by any event beyond the reasonable control of CreditMantri, including without limitation, sabotage, fire, flood, explosion, acts of god, acts of third parties, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, acts of third parties beyond CreditMantri's reasonable control, breach of computer systems, malfunctioning of computer systems by any malicious, destructive or corrupting code or virus, mechanical or technical errors/failures, power shut down, faults or failures in telecommunication or internet services or unauthorized access to computer systems, ("Force Majeure event").

You hereby understand and acknowledge that the transmission, storage and or retrieval of information and the provision of the Service through the internet is subject to a variety of factors beyond the reasonable control of CreditMantri, that make such transmission, storage, retrieval and or provision of Service potentially unreliable, including any interruption or unavailability of the third-party hosting services or internet services used by CreditMantri to host the Website and / provide the Service. In no event shall CreditMantri be liable for any failure, interruption or delay of the Service or the Website resulting in part or entirely from such Force Majeure events. CreditMantri's obligations shall be suspended for so long as the Force Majeure event continues CreditMantri does not provide legal advice or any advice on your tax liability. You should seek appropriate advice in this regard.

C. PERMITTED USE

1. You may use the Website and the Service solely for your own personal and non-commercial use, subject to these Terms and any Additional Terms that you may accept and agree to be bound by.
2. All content, data, design, information or other materials available on and underlying the Website (collectively "Content"), including but not limited to software underlying the Website or which are required for accessing or using the Website, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks including the trademark 'CREDITMANTRI' and other trademarks that may be used on the Website are the property of CreditMantri and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws. You may use the said Content only for your own personal, non-commercial use in connection with your use of the Service, subject always to these Terms. You are not permitted to copy, reproduce, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, the Service, the Content or any part thereof except for your personal, non-commercial use in accordance with these Terms. You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website and shall reproduce all such notices on all authorized copies of the Content. Use of the Website, the Service and/or Content in violation of these Terms may violate copyright, trademark and other applicable laws, and could result in appropriate legal action.
3. All rights, title and interest in the Website, the Service and the Content, except the limited license granted to you as per these Terms, are exclusively reserved by CreditMantri.
4. You shall not use the Website, the Service, the Content or any part thereof for any purpose that is unlawful or not permitted by these Terms. Without prejudice to the generality of the above, you shall not use the Website, the Service, the Content or any part thereof to host, display, upload, modify, publish, transmit, update or share any information that:
 1. belongs to another person and to which the you do not have any right to
 2. impersonate another person
 3. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever
 4. harm minors in any way
 5. infringes any patent, trademark, copyright or other proprietary rights
 6. violates any law for the time being in force

7. deceives or misleads CreditMantri about the origin of such messages or communicates any information which is grossly offensive or menacing in nature
 8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource
 9. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation or
 10. is unsolicited or unauthorized advertising, junk mail, or spam.
5. If you are, or if we have reasonable cause to suspect that you are, in violation of any of these Terms, CreditMantri reserves the right to immediately restrict, suspend, or terminate your access to the Website and/or use of the Service.

D. CHARGES

1. CreditMantri shall be entitled to charges for the Service as per the respective Service that you subscribe to. The charges as applicable from time to time are detailed in the product section of our website. Charges paid are non-refundable unless CreditMantri fails to commence the provision of the subscribed service within seven (7) days from the date of acceptance of your order for the Service. CreditMantri's records shall be final and binding as to any such commencement of the relevant Service.
2. CreditMantri may receive a referral / facilitation fee from third party banks / other credit institutions for (a) assisting with the settlement of outstanding amounts dues owed to them by you and / or (b) for referring their products / services to you and by accepting these Terms you confirm that you have no objection to the same.

E. PRIVACY

1. Our Privacy Policy describes the personal information and data that we collect about you when you visit the Website, use the Service or communicate with us, including while using any computer or other electronic resource; who we share this information and data with; and other related matters ("Your Information"). This Policy shall be deemed to form part and parcel of these Terms. Therefore, please read our Privacy Policy carefully and confirm that you find it acceptable. You can choose what information and data you share with us. However, please note that we may not be able to provide you with the Service or some parts of it if choose not to share the requested information or data.

F. THIRD PARTY WEBSITES

1. The Website may include hyperlinks to third party websites, which websites are outside the control of CreditMantri. If you click on one of these links you will leave the Website and will be accessing the third party site. CreditMantri does not verify, monitor or endorse these third party websites or the products / services that are available or advertised or sold through these third party websites and does not accept any responsibility or liability for any loss or damage that you may incur by your visit and/or transactions/activities on these third party site(s). You agree that you access any such third party sites at your own risk and shall solely bear all consequences associated with your access to, and use of, such third party websites. Such third party sites may have separate terms and conditions and privacy policies and which are independent of CreditMantri and therefore, please read such third party terms before you access any such third party site.

G. WARRANTY & DISCLAIMER

1. CreditMantri will make commercially reasonable efforts to provide the Service that you have subscribed to and paid for, in a professional and workmanlike manner.

2. Except as expressly warranted above, CreditMantri does not warrant, and hereby expressly disclaims all warranties, express or implied, including but not limited to those of merchantability, quality or fitness for any particular purpose, performance, accuracy, completeness or non-infringement. CreditMantri makes no warranty that the Service will meet your requirements or that it will be error free or free from defects or deficiencies. The Website, the Service and Content are provided on an 'AS IS' and 'AS AVAILABLE' basis.

H. LIMITATION OF LIABILITY

1. If CreditMantri is in breach of these Terms or any Additional Terms and as a result is liable to you for any loss or damage, we shall only be liable to compensate you for any direct loss or damage caused to you by our gross negligence or willful default and which naturally arose in the usual course of things from such breach, or which are explicitly stated in these Terms or the Additional Terms to be likely to result from such a breach.
2. Notwithstanding anything contained in these Terms or any Additional Terms, CreditMantri's liability for damages, if any, will not exceed the amount if any received by CreditMantri from you. If you have not paid CreditMantri, CreditMantri will not be liable for the payment of any damages to you.

I. INDEMNITY

1. You agree to defend, indemnify and hold CreditMantri and its directors, officers, employees and representatives harmless from all loss, damage, costs and expenses (including but not limited to reasonable attorney fees) suffered by any of them as a result of any breach of these Terms by you, including, without limitation, the submission of any data or material that violates any third party right or any applicable law.

J. RIGHT TO MODIFY THE SERVICE

1. CreditMantri reserves the right to discontinue, change or modify the Service (by addition, deletion or modification) from time to time. In the event of the discontinuation of any Service or part thereof or any change that results in a material degradation or material reduction in the functionality of the Service, your sole remedy will be to receive a refund of the charges you may have paid for the same, pro-rated for any completed Service and subject to a maximum of 50% of the charges paid unless CreditMantri has not commenced provision of the Service on the date of such discontinuation.

K. TERMINATION

1. These Terms and / or any Additional Terms you accept shall be binding from the time you click and accept these Terms / the Additional Terms as the case may be, and will continue until either you or CreditMantri terminates the agreement between us.
2. CreditMantri may terminate the agreement between us and de-activate your User ID forthwith by notice to you at your email address registered with us in the event that you are in breach of these Terms / any Additional Terms you accept.
3. CreditMantri may also terminate the agreement between us and de-activate your User ID by giving you notice of one (1) day addressed you your email address registered with us.
4. You may terminate this agreement and request deactivation of your User ID by written notice by email addressed to CreditMantri at security@creditmantri.com. Your User ID will be deactivated within three (3) working days from receipt of such email.
5. Upon termination, your right and license to access and/or use the Service immediately ceases; your User ID will be deactivated and you will no longer be able to access or use the Service. Further, your personal information that is in the possession of CreditMantri will be dealt with in accordance with our Privacy Policy.

L. ARBITRATION, GOVERNING LAW AND JURISDICTION

1. Any dispute arising from or relating to, these Terms or any Additional Terms, or your use of the Website or any Service shall be referred to arbitration by a sole arbitrator appointed by CreditMantri. The venue of arbitration shall be Chennai and the language of arbitration shall be English. The arbitration proceeding shall be governed by the Indian Arbitration Act as amended from time to time and the award of the arbitrator shall be final and binding on both parties.
2. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India.
3. Competent courts located in Chennai shall have exclusive jurisdiction in connection with any matter arising from or relating to, these Terms or any Additional Terms, or your use of the Website or any Service, to the exclusion of any other court that may otherwise have had such jurisdiction in the matter.

M. MISCELLANEOUS

1. **Notice:** Notices to CreditMantri shall be made via e-mail to security@creditmantri.com or other specific email address as specified elsewhere in these Terms and all notices to you shall be made via e-mail to the last e-mail address you provide us
2. **Assignment:** The license granted to you by these Terms is personal to you and you shall not assign or transfer any of your rights or obligations without our prior written consent.
3. **Waiver:** No failure or delay on the part of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any waiver (express or implied) by either party of any default or breach of these terms Agreement shall not constitute a waiver of any other or subsequent default or breach.
4. **Severability:** If any of these Terms or any part of the Additional Terms are held to be invalid, illegal or otherwise unenforceable by a Court, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from these Terms/the Additional Terms, as the case may be, and the remaining provisions remain in full force and effect.
5. **Communication:** When you use the Website and provide any information on the Website; or when you click any of the buttons available on the Website or when you send an e-mail to CreditMantri, you are communicating with CreditMantri through electronic records. You hereby consent that such electronic records, whether sent by you or automatically generated by the computer system when you click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by you.
6. **Entire Agreement:** These Terms together with the Privacy Policy and any Additional Terms you may accept, constitutes the entire agreement between CreditMantri and you regarding the Service and your use of the Website and supersedes all prior agreements (if any) regarding the subject matter hereof.
7. **Grievance Officer:** If you have any other concern or grievance with respect to any of content/information/data on the Website, please send an e-mail to grievance@creditmantri.com and we will study the matter and take such action as we deem appropriate under the circumstances.