

SERVICE AGREEMENT – Credit Sudhaar Finance

This document is an electronic record in terms of applicable Information Technology laws and the amended provisions thereto pertaining to electronic records in various allied statutes as amended pursuant to the Information Technology laws. This electronic record has been generated by a computer system and does not require any authentication. The following terms and conditions (hereinafter referred to as the "Agreement") will be deemed to have been accepted by the User, on mere usage of the Website and hence the User is required to read them carefully before using the services on the website.

This Agreement (Hereinafter referred to as the "Agreement"), is entered into:

BETWEEN

Credit Sudhaar Finance Private Limited, a company formed and registered under the provisions of the Companies Act, 1956, having its registered office at 14, Sambandam Street, Mandaveli, Chennai, Tamil Nadu, India 600028, and its branch office at 901, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101, hereinafter referred to as "Company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, permitted assigns, affiliated companies, holding companies and subsidiary companies) and shall constitute the First Party,

AND

You (whether an individual representing yourself or a legal person) and hereinafter, referred to as "Client", which expression shall constitute the Second Party.

DEFINITIONS

1. The meaning of the expressions used herein and not separately defined are meant to convey the same meaning as used in The Credit Information Companies (Regulation) Act, 2005, and the rules and regulations made therein.
2. The expression "Client Information", includes any information relating to the following:
 - (i) all information pertaining to nature of loans or advances, amounts outstanding under credit cards and other credit facilities granted or to be granted by a credit institution to the Client;

- (ii) all assets(moveable and immoveable) which the Client is ready and willing to offer as a security for availing borrowing, investment and allied services from credit institutions;
- (iii) Any guarantees furnished or any other non-fund based facility granted or proposed to be granted by a credit institution for the Client;
- (iv) Any other information which establishes the credit worthiness of the Client and such other information which may be requested by the Company in this regard from time to time.

WHEREAS:

- A. The Company is a non-banking finance company and is a "credit institution" and accordingly a "specified user" within the meaning of the Credit Information Companies (Regulation) Act, 2005, read with the rules and regulations made thereunder (Hereinafter referred to as "CIC Law") and as such are authorised to obtain "credit information" about "borrowers" from the CICs.
- B. The Company for the purposes of obtaining credit reports of the customers/clients and thereafter conducting an audit/analysis to arrive at a strategy to improve the customers"/clients" credit health and further includes corresponding with CIC"s/ "credit institutions"/ "specified users" to request removal of erroneous, incomplete, outdated, misrepresented, or unverifiable information, which appear on the credit reports submitted by the customer/client to the Company. Company agrees to use their best efforts to obtain the credit reports, and to ensure its performance in accordance with the provisions of CIC Law.
- C. The Company is now desirous to launch a fresh service of a Credit Health
- D. Report (Hereinafter referred to as "CHR Service"), pursuant to which they shall assess the credit worthiness of the Client and provide the credit report to the borrowers/clients/customers choosing to avail the said CHR Service.
- E. The Client is desirous to improve its credit health and for the same purpose is willing to avail the CHR Service being provided by the Company.

Now therefore, the Parties agree to provide and avail the CHR Service as mentioned above, based on the representations and warranties contained herein and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. FEE FOR CHR SERVICE

The Client understands that there will be a one-time payment for the CHR Service. The details of the plans being offered by the Company, the specification of the services available and the fees payable for availing these is provided by the Company on the website, www.creditsudhaarfinance.com ("Website -1") from time to time. The Client acknowledges and

agrees that it shall be the sole responsibility of the Client to make himself / herself / itself aware of all relevant information for the services by visiting the Website -1. The Client acknowledges and confirms that at the time of agreeing to these T&Cs it has made itself aware of all details required to avail of the desired service and agrees to be billed at the time the instant T&Cs is agreed upon.

The Company is free to revise the Fee at any time, and the revised fee shall be payable by the Client, in the event the Client want's to avail the CHR Service.

2. CONFIDENTIALITY

The Company understands the sensitivity of the "Client information" and shall take steps to ensure that the collection, processing , collating, recording, preservation, secrecy, sharing and usage of the said information is duly protected against any loss or unauthorized access or use or unauthorized disclosure thereof. The Company shall also take requisite steps as it may deem necessary for ensuring and verifying the accuracy and completeness of such information before using the same in relation to the Client. The Company shall not reproduce or use the Clients credit report except as permitted under the provisions of the CIC Law.

3. DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE CHR SERVICE UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CHR SERVICE INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF THE CHR SERVICE (OR ANY INFORMATION CONTAINED THEREIN). NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, AND THE COMPANY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. IN ADDITION, THE COMPANY DOES NOT WARRANT THAT THE CHR SERVICE (OR ANY INFORMATION THEREIN) WILL BE FREE FROM ERRORS, WILL MEET THE CLIENT'S OR CONSUMER USER'S NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS. THE CLIENT IS FURTHER ADVISED TO SEEK PROFESSIONAL GUIDANCE FROM AN EXPERT.

THE TOTAL LIABILITY OF THE COMPANY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE, LIMITED TO THE FEES ACTUALLY RECEIVED BY THE COMPANY UNDER THIS AGREEMENT. THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR GOODWILL, ARISING FROM THE USE OF THE CHR SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

4. POWER OF ATTORNEY

By executing this Agreement, Client hereby grants the Company, a limited Power Of Attorney ("POA"). Through the POA, the Client consents to and agrees to authorize the Company, by and/or through its authorized representatives to:

1) to do all acts on Client's behalf as may be necessary including execute/sign application(s), make payment of applicable fees and generally to all other acts as may be necessary to receive, on Client's behalf and at Client's request, Client's own credit information report ;

2) use the "Client information" provided periodically to the Company for provision of Services by obtaining the Client's credit history and/or other information from CIC's, creditors, collection agencies and other holders of Client's credit reports and other similar records (Hereinafter collectively referred to as "Client's record holders");

3) use Client's name to send correspondence addressed to the Client's record holders;

4) to discuss information with any of the Client's record holders to help resolve a debt if mediation of a debt is necessary;

5) to use the Client's Aadhaar details for verification of KYC / e-KYC particulars, and for other purposes, as and when required by the Company-

The Client hereby agrees and confirms that the POA is valid throughout India for all Client information to be obtained by the Company in discharge of the
CHR Service under the Agreement.

5. INDEMNITY

The Client agrees to indemnify, defend and hold the Company and its agents, brokers, employees, entities to which it is affiliated to, holding companies and subsidiary companies; harmless from and against any losses arising out of or relating to any claim by the Client/ third party inter alia: i) Due to information provided by the Client to the Company which is false; ii) Due to information received by the Client on behalf of Company and certified by the Client as true when actually it is false and there are no reasonable means of verifying the same; and/or iii) Due to non-disclosure by the Client to the Company that the information sought to be modified/corrected/deleted or added is a subject matter of dispute before any arbitrator or tribunal or court. For the purpose of this Agreement, "losses" mean all claims, actions, losses, liabilities, damages and costs (including taxes) and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement). Similarly the Client agrees to indemnify, defend and hold the Company and its agents, brokers and employees harmless from and against any losses arising out of or relating to a claim by a third party against the Client for any act or omission, including the acts and omissions as detailed vide this clause.

6. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All questions pertaining to validity, interpretation and administration of this Agreement shall be determined in accordance with the India laws, more specifically the CIC Law and courts in Mumbai shall have exclusive jurisdiction. If any dispute arises between the parties the same shall at the first instance be settled amicably between the parties. The Company encourage resolution of all disputes at the first instance with the following Grievance Officer appointed by the Company:

Company:

Name: Jigar Gandhi

Address: 901, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101.

Phone No: +91 22 67886777

Email id: jjigar@creditsudhaar.com

If the matter is not resolved at the first instance by the Grievance officer than the same may then be settled by arbitration by a single Arbitrator appointed by the Company. The arbitration shall be held, in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

7. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

8. NOTICES

All notices in relation to this Agreement shall be in writing and addressed to the Company and the Client at the following address:

Company: 901, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101.

Client: As specified by you.