

TERMS AND CONDITIONS

I. PURPOSE

- ✓ We offer various products, in partnership with leading banks & NBFCs (“Partners”). User can avail of services like their current account, Loan account, and salary by completing the entire application process on the website and App itself. Further, the User can withdraw from the approved credit limit and repay the EMIs of the loan using the App itself.

II. GENERAL

- ✓ The ARTHUM mobile application (jointly “App”) are owned and operated by **Avyayam Industrial Consultants Pvt Ltd** a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at 1438-A-3-New H No-1/4954-A Extn Gali Balbir Nagar, Shahdara Delhi East Delhi DL 110032 IN.
- ✓ To access or use the App on any compatible device and avail of the Services of AVYAYAM INDUSTRIAL CONSULTANTS PVT LTD (ARTHUM) you are required to accept these Terms and Conditions (“T&Cs”).
- ✓ You understand and accept that ARTHUM maintains the APP (defined herein below) to provide visitors with information about ARTHUM, its services, and products. You also accept that you are required to read the below-mentioned terms, and any use of the Site constitutes your acceptance to be bound by such terms, and the changes made to these clauses from time to time, relating to your usage of the Website as communicated and made available on ARTHUM’s website.
- ✓ Your continued use of the App and/or availing of the Services shall be constituted as your acceptance to the T&Cs, as revised from time to time. If you do not agree with these T&Cs, please do not access and use the App or avail such Services. For the purposes of these T&Cs, “we”, “our” and “us” shall mean ARTHUM, and/or third-party service providers engaged by ARTHUM to render certain Services on the App and ‘you’ and ‘your’ shall mean a User who meets the eligibility criteria set out below.
- ✓
- ✓ If you are ARTHUM’s registered client, It is in addition to, and does not nullify, any other agreement, including the Master Agreement(s) and any annexure and supplements thereto between you and ARTHUM governing the conduct of your relationship with ARTHUM. The terms and conditions contained herein are in addition to and are to be read in conjunction with the terms and conditions as agreed under the Master Agreement(s) and any annexure and supplements thereto.
- ✓ A Guest/ Registered Client will be deemed to accept the terms and conditions of this Agreement by using the Site.
 - Guests: Users in this category will be provided with limited samples of Services offered on the Site but need not register to obtain access to the Site. For purposes of this policy, access by a Guest to the Site is at the sole discretion of ARTHUM, from time to time, which may or may not permit a Guest to access the Site.
 - Registered Clients: This category of user will be provided with electronic access to the various Services provided by ARTHUM on the Site. The clients registered with ARTHUM (“Registered Client”) will have no time limitation with respect to the use of these Services as long as they remain a client of ATL. Registration by submitting a physical application form and other documentary proof is required for this user category.

III. DISCLAIMER

- ✓ The website may be under constant upgrades, and some functions and features may not be fully operational. We disclaim any liability arising due to the vagaries that can occur in the electronic distribution of information.
- ✓ You acknowledge that third party services are available on the website. We may have formed partnerships or alliances with some of these third parties from time to time in order to facilitate the provision of certain services to you. However, you acknowledge and agree that at no time are we making any representation or warranty regarding any third party's services nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third party's services.
- ✓ We do not, in any way, endorse any information or service offered or described herein. In no event shall we be liable to you or any third party for any decision made or action taken in reliance on such information.
- ✓ This website and App is independent of any platform on which it is located. The App is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or (each being an "**Operator**"). Our download, installation, access to or use of the App is also bound by the terms and conditions of the Operator.
- ✓ You and ARTHUM acknowledge that these T&Cs are concluded only between you and ARTHUM, and not with an Operator, and ARTHUM, not those Operators, are solely responsible for the App and the content thereof to the extent specified in these T&Cs.
- ✓ ARTHUM is solely responsible for providing any maintenance and support Services with respect to the App as required under applicable law. You and ARTHUM acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support Services with respect to the App.
- ✓ You and ARTHUM acknowledge that ARTHUM, not the relevant Operator, is responsible for addressing any User claims or any third party claim relating to the App or your possession and/or use of the App, including, but not limited to: (i) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- ✓ You and ARTHUM agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, ARTHUM and not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by ARTHUM.
- ✓ You and ARTHUM agree that the relevant Operator, and the Operator's subsidiaries, are third-party beneficiaries of these T&Cs, and that, upon your acceptance of these T&Cs, that Operator will have the right (and will be deemed to have accepted the right) to enforce these T&Cs against you as a third party beneficiary thereof.

- ✓ ARTHUM reserves the right to update the App, in order to, inter alia, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages will be sent to you on your Device for download and installation.
- ✓ You hereby agree to install the updates from time to time and acknowledge that ARTHUM will only be able to provide Account support for the App if you ensure installation of all updates upon receiving notifications thereof when using the website App.
- ✓ The terms and conditions contained herein may be amended, altered, supplemented, revoked, rescinded or replaced by ARTHUM, whether in full or in part, from time to time as may be notified on the Site or in such other manner as ARTHUM may deem fit. For this reason, we encourage you and you agree to give your consent to review these T&Cs each time you access and use the App and/or avail our Services.
- ✓ If we are held liable to you in a court of competent jurisdiction for any reason, in no event will we be liable for any damages in excess of INR 1,000/-.

IV. SERVICES

- ✓ ARTHUM shall endeavor to find a Partner best suited for your requirements. You understand that you have agreed to avail credit/loan facility with the Partner (“Credit Facility Agreement” & Loan Agreement etc), in order to enable you to purchase various products/services utilizing the funds made available to you by the Partner. ARTHUM shall facilitate the execution of the Credit Facility Agreement. While ARTHUM shall make reasonable efforts to ensure that you find a suitable Partner, ARTHUM does not guarantee that such Partners shall meet your requirements or expectations.
- ✓ Partner will determine and approve the credit limit sanctioned to you, details of which shall be available on your Account. Subject to this credit limit, the Partner may, at its sole discretion, allow disbursements, by confirming the disbursal amount and other terms and conditions of the disbursal (as determined by the Partner) as set out on the WEBSITE , App and in the Credit Facility Agreement or other agreement signed on behalf of the partner.
- ✓ ARTHUM shall provide Loan account, Current account and salary account.
- ✓ ARTHUM is the technology and operating partner to its Partner(s). As a service provider, ARTHUM shall undertake communication, transaction and processing on behalf of its Partners. At no point, ARTHUM is representing itself as a lending company. All terms pertaining to your credit facility with the Partner is set out in the Partners Agreements and documentations.
- ✓ ARTHUM reserves the right, without any prior notice to: (i) add new services; (ii) modify existing Services; and/or (iii) remove portions of the Services, as and when it deems fit and at its sole discretion.

v. PAYMENT DEDUCTION AUTHORIZATION

- ✓ You hereby agree to acknowledge to entered into a Loan Agreement with partner NBFC as a credit facilitation provided by the ARTHUM.
- ✓ You hereby voluntarily authorize ARTHUM to execute the payment arrangement/debit your current account number towards the said NBFC 's loan account no as per the repayment in terms of the Loan agreement.
- ✓ You understand and acknowledge that failure to enter into a payment arrangement and to adhere to the payment option will result in Non-compliance. You hereby further understand and acknowledge that ARTHUM will take legally appropriate steps to debit this due portion of the payment.

- ✓ You hereby also declare that I/We are the signatories to the account and our signatures are as below.
- ✓ You hereby acknowledge that on account of interest rate fluctuations the said amount may vary, provided that the said amount shall not exceed principle + interest + penal interest as defined in the loan agreement and hereby unconditionally and irrevocably authorize ARTHUM to raise debits of such amounts.
- ✓ You understand and agree that ARTHUM is not responsible for the non-execution of payment deduction authorization either on account of incomplete or inaccurate information or the non-availability of sufficient funds in my account or for any other reason beyond its control.
- ✓ You acknowledge that you have read and understand this Authorization, and affix your signature hereto voluntarily and without coercion in the payments and other loan documents.

VI. FEES, CHARGES AND REFUNDS

- ✓ You hereby voluntarily agree to provide us with the Fees and charges like processing fees, Documentation fees and Interests provided under the loan agreements, Documentation, and Standard operating procedures (mutually with partner NBFC) signed and consented by You.
- ✓ You hereby agree and understand that the documentation charges are non-refundable, as they are used for CIBIL checks and other document verifications.

VII. ELIGIBILITY

- ✓ For accessing the App and availing its Services, you, as a User, further represent that you are an Indian national having tax residency in India. You also represent and assure that you are not a tax resident of any other country.
- ✓ We maintain the right to render Services to only those users who are – a) competent to enter into legally binding contracts, b) have made the representations as provided above, c) and also qualify under the internal policy(ies) for the same determined solely by us from time to time.
- ✓ We shall have the sole right to change, modify, add or remove, in whole or in part, its internal policy(ies), in relation to the provision of the Services at any time without any prior written notice or intimation to the Users. Further, we shall have the right to not entertain any requests in relation to the same, from the Users towards such Services without assigning any reason.
- ✓ We shall have the right to not process a transaction through the App, if ARTHUM in its sole discretion determines that such transaction undertaken by a User is not authorized by such User or that the transaction is not genuine or suspicious.
- ✓ If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access the Website and APP and avail of the features and facilities on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity and further, if you have fulfilled such additional eligibility requirements as ARTHUM may require in connection therewith.

VIII. REPRESENTATIONS, WARRANTIES AND UNDERTAKING

- ✓ You represent and warrant that you are age of majority competent and eligible to enter into a legally binding agreement and be bound by these T&Cs. You shall not access and use the App or avail our Services if you are not competent to contract under the applicable laws, rules and regulations.
- ✓ The information and data contained in the App do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell any Services in any jurisdiction other than India.
- ✓ All information provided by you to ARTHUM is accurate, correct and true.
- ✓ You hereby further represent and warrant that, in conjunction with your account(s) that you maintain with ARTHUM at any time, that you will utilize said account(s) solely for lawful

purposes and will remain aware of, and fully comply with, all applicable laws, rules and/or regulations governing the use of said account(s) including, but not limited to, laws, rules and/or regulations relating to information technology, taxation, and reporting or filing requirements. You agree not to (i) create multiple Accounts or fake Accounts; (ii) create Accounts fraudulently.

- ✓ You acknowledge and agree that ARTHUM is entitled to remove any/all the information on the App that is in contravention of these T&Cs.
- ✓ You understand that ARTHUM does not provide any warranties for its Services and shall not be made liable for any claims made by you or any third party. In this regard, you undertake to accept and be solely liable for the Services availed by you from ARTHUM.
- ✓ You agree to indemnify and hold harmless ARTHUM, its affiliates and their respective directors, officers, employees, agents and representatives against all damages suffered or losses incurred by ARTHUM arising due to any act, omission or claim initiated by you or any third party in relation to the Services availed by you or in case of breach of these T&Cs or any warranty by you.
- ✓ The App and the functions and features therein are provided on an “as is” and on an “as available” basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- ✓ ARTHUM shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of ARTHUM, including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- ✓ You are advised to keep your username, password and passcode safe. We shall not be liable in the event your Account is hacked due to errors or omissions at your end.
- ✓ Any material downloaded or otherwise obtained through the App is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the Service will create any warranty not expressly stated in these T&Cs.
- ✓ We shall not be liable for any losses and/or damages which may arise as a result of a third-party entity’s usage of the User’s personal data or financial information (including such data as may be designated as ‘personally identifiable data’ under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011).
- ✓ ARTHUM shall not be liable for any failure or delay in performing its obligations under this facility if such failure or delay (i) is directly caused by the Partner(s) acts or omission; (ii) results from actions undertaken by ARTHUM in a reasonable good faith to comply with applicable law or to prevent fraud; or (iii) is caused by events beyond ARTHUM’s control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of force majeure event.
- ✓ You understand and agree that there might be delays while the Services are being rendered to you, including but not limited to, at the time of making a purchase or making payment to the merchant. Please note that any transaction may be cancelled till the time it is confirmed by ARTHUM.

IX. Repayments

- ✓ You agree to allow ARTHUM (or its third party service providers), on behalf of the Partner, to send you payment reminders from time-to- time; and to engage in collection efforts to recover amounts that you failed to pay to ARTHUM the Partners, pursuant to these (i) T&Cs; and/or (ii) terms and conditions of the Partner. These collection efforts may involve, inter alia, contacting either you directly or any other contact details provided by you at the time of

creation of the Account, submitting your information to a collection agency, or taking legal action.

X. INFORMATION- COLLECTION

- ✓ You authorize ARTHUM, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with these T&Cs and with our Privacy Policy.
- ✓ Information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third-party databases or through other sources. You may also be required to provide documents to help us validate your identity.
- ✓ In the event ARTHUM is unable to obtain or verify your information, ARTHUM reserves the right to close, suspend, or limit access to your Account and/or the Services rendered. By availing the Services, you also consent to enable ARTHUM to validate your identity and to collect information about you in accordance with these T&Cs and our Privacy Policy.
- ✓ You agree to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your account information in the course of availing Services.
- ✓ You further agree to keep your Account information up to date and accurate. ARTHUM shall not be responsible to verify the accuracy of the information/ details provided by you. In the event of any changes in the details or information provided by you initially, you must inform ARTHUM of such changes within a reasonable period of time. If any incorrect bank account number is provided by you, any amount may be deposited /credited to the wrong bank account and there is no guarantee of recovery of the same. ARTHUM will not be responsible for any loss or damage that may be sustained by you on account of such error on your part.
- ✓ The App is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (i) make and/or distribute copies of the App or any deliverable generated by the App; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the App; and/or (iii) create derivative works of the App.
- ✓ You shall be liable for losses incurred by ARTHUM or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without the permission of the account holder and ARTHUM.
- ✓ You hereby acknowledge and agree that ARTHUM shall not be liable for failure of any transaction undertaken for any reason whatsoever including but not limited to deficiency of service and/or products delivered as well as technical errors. You further acknowledge that ARTHUM shall not be responsible in any manner whatsoever, for any loss incurred by you for a failed/ incomplete transaction undertaken by you using our Services.
- ✓ You hereby agree and express your voluntary, unequivocal and informed consent to your personal data or financial information (including such data as may be designated as 'personally identifiable data' under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or other applicable law), being processed, disclosed and/or transferred by ARTHUM to third-party entities.

XI. INTELLECTUAL PROPERTY

- ✓ All of the APP and website content (all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, tradenames) including, without limitation constitute our and our licensors' intellectual property. Copyright laws in all applicable jurisdictions protect the website,, App and the App Content.
- ✓ You may access the website and APP, avail of the features and facilities and utilize the Content in connection with the subject matter thereof. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the App Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to

request permission to commercially exploit any particular website & App Content, you could contact us in the manner provided for herein.

- ✓ ARTHUM and its licensors, if any, are the sole owners of the underlying software and source code associated with the App and all the trademarks, copyright and any other intellectual property rights of any nature in the App.
- ✓ You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the website App. Also, you shall not reverse engineer or reverse compile our technology that is available on the App, including, without limitation, as may be associated with the website & App from time to time.

XII. USER CODES, USE OF WEBSITE AND APP

- ✓ As part of the registration process, the Registered Client will be entitled to a user identification comprising of any alphabetical/numerical combinations or an alphabetical and numerical combination ("User Identification") and to a password for the purpose of authentication ("Password") to access the Site, System and the Services, as the case may be. The Password may include second-level and / or transaction-level passwords as well and would be required to meet such requirements as may be stipulated by the Reserve Bank of India ("RBI") and/or any other authority and ARTHUM, from time to time.
- ✓ The System itself generates the initial Password and the same will be intimated to the Registered Client. ARTHUM is not aware of such initial Password. The Registered User agrees and undertakes to immediately change his initial Password upon receipt thereof. The Registered Client is aware that initial and subsequent Passwords are not known or available to ARTHUM and the same are solely in the knowledge of the User. (The User Identification and Password, are hereinafter collectively referred to as "User Codes").
- ✓ You have the option to set a security passcode once you are approved for a credit limit. You are responsible for maintaining the confidentiality of the passcode, passwords, OTP and your account ("Account") and you are also fully responsible for all activities that occur under your passcode or Account. You agree to: (a) immediately notify us of any unauthorized use of your passcode or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 10.
- ✓ You hereby acknowledge that the deletion of the App from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If and when you are desirous of having your name and other details removed from the records of ARTHUM, upon receiving your written request to that effect, ARTHUM shall subject to requirements under applicable law remove and/delete all such information.
- ✓ Through the App, ARTHUM assists Users to gain access to certain credit schemes from its financial & other partners.
- ✓ ARTHUM hereby grants to you a restricted, non-transferable, license to download and use the website and App on a Device, which you own or control, to avail of the functions and features in accordance with these T&Cs.
- ✓ Your usage of the App will require you to provide to us certain personal and financial information, which shall be collected and maintained as per the terms laid down in our privacy policy available at our website.
- ✓ We shall not mediate or attempt to get involved in and resolve any disputes or disagreements inter se between you and third-party/ies.
- ✓ We will use your name as per the records in Statutory authority as the name in the application.

- ✓ ARTHUM may update the App from time to time in order to, inter alia, increase its efficiency, optimize user interface and add new features and/or facilities.
- ✓ We allow our affiliates or third parties to collect certain information when you visit our App through the use of cookies or third-party web beacon.
- ✓ You are required to seek ARTHUM's permission in case you are writing something associated with the website and App on social media or otherwise. In the event you post any content on your own site or any other third-party sites about us without our prior written permission, we may take strict actions against you.
- ✓ You may choose to, or we may invite you to submit comments or ideas about the Services rendered under these T&Cs, including without limitation about how to improve the Services. By submitting any such ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ARTHUM or any of its affiliates or subsidiaries, under any fiduciary or other obligation, and that ARTHUM will be free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ARTHUM does not waive any rights to use similar or related ideas previously known to, or developed by employees, or obtained from sources other than you.
- ✓ IN THE EVENT YOU HAVE ANY COMPLAINT AGAINST THE CONTENTS (OR ANY PORTION THEREOF), INCLUDING THAT THE CONTENTS THEREIN ARE INCORRECT OR BREACH THE RIGHTS OF A THIRD PARTY, ARTHUM SHALL TAKE ALL COMMERCIALY REASONABLE MEASURES TO ADDRESS THE SAME. HOWEVER, ARTHUM'S SOLE OBLIGATION IN THIS REGARD SHALL BE TO REMOVE SUCH CONTENT FROM THE APP; AND THE USER SHALL HAVE NO FURTHER CAUSE OF ACTION AGAINST ARTHUM.

XIII. YOUR RIGHTS & PREFERENCES AS A DATA SUBJECT IN INDIA

- ✓ These T&Cs are intended for Users within the territory of India and govern your rights as per applicable law within the territory of India. However, in the event you fall under a jurisdiction outside the purview of Indian law, we will not be liable for any claim, action and/or right initiated/exercised by you as per the extant laws of that jurisdiction. Therefore, we request you to kindly use the website and App accordingly.
- ✓ You shall not assign or transfer any rights, obligations, or privileges that you have under these T&Cs, without the prior written consent of ARTHUM. ARTHUM reserves the right to assign its rights, obligations or privileges to third parties and you hereby agree to such assignment. Any assignment or transfer in violation of this clause will be deemed null and void.

XIV. CUSTOMER CARE

- ✓ Basic support for the Services shall be provided by ARTHUM. ARTHUM shall also use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which ARTHUM shall give at least 4 hours' notice); or (ii) any unavailability due to circumstances beyond ARTHUM's reasonable control.
- ✓ Agreeing and accepting these T&Cs implies your express and explicit consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), WhatsApp, calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialing system or an automatic texting system, and notifications sent via the website and App. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS or WhatsApp.

- ✓ You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address(es).
- ✓ In relation to the unsolicited communication referred in "National Do Not Call Registry" as laid down by Telecom Regulatory Authority of India, you confirm that laws will not be applicable for such communication/calls/SMS/messages through the whatsapp messenger application received from ARTHUM, its employees, agents and/or associates.

XV. CONFIDENTIALITY

- ✓ ARTHUM shall make all reasonable efforts to ensure that your information is kept confidential. However, ARTHUM shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.

XVI. INDEMNIFICATION

- ✓ You agree to protect, defend and indemnify us and hold us and our representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the website & App in violation of these T&Cs and/or your infringement, or infringement by any other user of your Account, of any intellectual property or another right of anyone.
- ✓ The terms of this provision will survive any termination or cancellation of these T&Cs or your use of the App.

XVII. LINK TO OTHER WEBSITES

- ✓ The links to any third-party websites on the App are provided solely as pointers in connection with the Services, and ARTHUM has no control over the content on such third party websites.
- ✓ ARTHUM makes no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does ARTHUM warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a third party website, you will do so at your own risk. You also acknowledge that links to third party websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or Services offered at such sites, or any representation regarding the content at such third party websites.

XVIII. LIMITATION OF LIABILITY

- ✓ IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THIS APP'S FUNCTIONS AND FEATURES OR FOR INTERRUPTIONS, DELAY, ETC., EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING FROM THE COST OF GETTING SUBSTITUTE FACILITIES ON THE WEBSITE & APP, ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APP, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANYONE ON THE APP, OR INABILITY TO USE THE APP, THE PROVISION OF OR FAILURE TO PROVIDE THE FUNCTIONS AND FEATURES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS CLAUSE SHALL SURVIVE IN PERPETUITY

XIX. VALIDITY OF T&Cs

- ✓ These T&Cs shall apply when you complete the authentication process and create an Account and shall remain valid and binding on you for so long as you maintain the Account and avail Services.

XX. SECURITY:

- ✓ You are prohibited from violating or attempting to violate the security of the App, including, without limitation:
 - accessing data not intended for you or logging into an account which you are not authorized to access;
 - attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
 - interfering with Service to any User, host, or network.
- ✓ You shall not misuse this App by intentionally introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together "Viruses"). You will not attempt to gain unauthorized access to the App, or any server, computer or database connected to the App. You will not attack this App via a denial-of-service attack. Further, you shall not interfere with or circumvent any security feature of the App or any feature that restricts or enforces limitations on use of or access to the App, such as probing or scanning the vulnerability of any system, network or breach.
- ✓ Should you breach the provisions of this Clause, you will be liable to be prosecuted under the Information Technology Act, 2000 and other applicable statutes. We will immediately report such breach to the relevant law enforcement authorities and will co-operate with such authorities by disclosing your identity to them. In the event of such a breach, your rights to use this App will cease immediately.
- ✓ We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any material posted on it.
- ✓ You agree to immediately report to us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.
- ✓ You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the App by other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as "spam" to other users, overloading, flooding or mail-bombing the App, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the App.
- ✓ All actions performed by any person using your account and password shall be deemed to have been committed by you and you shall be liable for the same. We reserve the right to suspend/terminate your Account at any time if it is found that you have been sharing the password with any unauthorized user.
- ✓ In order to reduce the risk of unauthorized access, a user is logged out from the account and will have to enter his details and login afresh, after 3 (three) consecutive incorrect login attempts.

XXI. MONITORING

- ✓ All electronic communications and content presented and/or passed to us, including that presented and/or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of ours in the exercise of their duties, or by law enforcement authorities who may be assisting us in investigating possible contravention/non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, we have the right to reject, at our sole discretion, from the App any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of ARTHUM.

XXII. GOVERNING LAW AND JURISDICTION

- ✓ These T&Cs (and by extension, the Privacy Policy) are governed and construed in accordance with Indian law. By using the App, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Bangalore, Karnataka, India, in the event of any disputes arising out of or in relation to your access to and use of the App.

XXIII. EXPRESS EXPLICIT CONSENT

- ✓ The usage of the Website/App may also require you to provide consent for personal Information (including but not limited to user IDs and passwords), as may be necessary to process your application through the Website/App.
- ✓ Any personal Information which requires to be keyed in/uploaded is required for enabling hassle-free, faster and paperless (to the extent possible) processing of applications for products so opted/ availed by you.
- ✓ You, whilst providing your details/documents including but not limited to copy of the masked Aadhaar/offline Aadhaar xml (for the purpose of offline verification) or e-Aadhaar copy in case of online verification, PAN Card, Driving License, Voter Identity over the Website/App ["Personal Identifiable Information (PII)], expressly consent to ARTHUM (including its service provider/ business partner) to authenticate/verify such personal Information submitted by you, through the creation of images of such documents including retaining such images for business purposes.
- ✓ If you are no longer interested in sharing your personal information, please e-mail your request to info@arthum.co.in.
- ✓ ARTHUM reserves the right (and you expressly authorise ARTHUM) to share or disclose your personal information & determines, in its sole discretion, that the disclosure of such information is necessary or appropriate under the law in force for the time being.

Contact Information

Email: info@arthum.co