

CREDITENABLE
PLATFORM TERMS OF USE

1. OVERVIEW

- 1.1 These terms and conditions, together with the documents referred to in them (the "**Terms**") govern your access to and use of our online platform <https://www.creditenable.in> or www.creditenable.com ("**our Platform**"), whether as a guest or a registered user.
- 1.2 Use of our Platform includes:
- a. accessing or browsing our Platform;
 - b. registering to use our Platform;
 - c. accessing analytics and assessment provided by our Platform; and
 - d. uploading information about you and your business to our Platform.
- 1.3 The following additional terms also apply to your use of our Platform:
- a. Our Privacy Policy <https://www.creditenable.in/privacy-policy> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platform, you consent to such processing and you warrant that all data provided by you is accurate; and
 - b. In the case of registered users, the consent and terms that you have entered into with us, which applies to any services that we provide to you through our Platform ("**CreditEnable's Borrower Consent Terms** ").
- 1.4 By accessing or using our Platform, you acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use our Platform.
- 1.5 We recommend that you print a copy of these Terms for future reference.
- 1.6 Use of the Platform is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents and persons of unsound mind are not eligible to use the Website. Any person under the age of 21 shall not register as a user on the Platform and shall not transact on or use the Platform. CreditEnable reserves the right to terminate any person's membership and/or refuse to provide such person with access to the Platform if it is discovered that such person is not eligible to use the Platform.
- 1.7 In the event you register as a user on our Platform on behalf of an incorporated entity, it is presumed that you have been authorised by the entity and your use of the Platform shall bind the entity with respect to these Terms.

2. CORPORATE INFORMATION

- (1) Our Platform is operated by Oktober6 Ltd, a limited company incorporated in England and Wales (registered number: 09812607), with registered offices at The Courtyard, 14a Sydenham Road, Croydon, England, CR0 2EE and Oktober6 Insight Private Limited, a private limited company incorporated and registered in India with corporate identity number U74999MH2018FTC316688, whose address is 175, Metro Estate, Kagalwala House, C-East, CST Road Kalina, Bandra Kurla Complex, Santacruz East, Mumbai, - 400098, India ("**CreditEnable, 'we' or 'us'**").

3. **CHANGES TO THESE TERMS**

3.1 We may amend these Terms from time to time by amending this page. Every time you wish to use our Platform, please check this page to take notice of any changes we made. You are responsible at all times for complying with the current version of these Terms.

3.2 These Terms were most recently updated on 30 June 2020.

4. **ACCESS TO AND CHANGES TO OUR PLATFORM**

4.1 The services that we provide through our Platform can only be accessed by registered users that have agreed to our Borrower Consent.

4.2 We do not guarantee that our Platform, or any content in it, will always be available or uninterrupted. We reserve the right (in our sole discretion) to suspend, withdraw or restrict the availability of the Platform (or part thereof) for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

4.3 We do not guarantee that our Platform, or any content in it, will always be free from errors or omissions. We reserve the right (in our sole discretion) to update and change our Platform from time to time to our users' needs and our business priorities. We will try to give you reasonable notice of any major changes. Your continued use of the Platform following the posting of any changes to these Terms constitutes acceptance of those changes.

4.4 You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and that they comply with them.

5. **ACCOUNT AND PASSWORD**

5.1 If you choose, or you are provided with, a user identification code, one-time passcode, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

5.2 We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms [or the User Agreement].

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 You acknowledge and agree that we are the sole owner or the licensee of all intellectual property rights (including copyright and database rights) in our Platform, and in all the content published on it and any selection or arrangement of such content. Those works are protected by copyright laws and treaties around the world. All rights not expressly granted to you under these Terms are reserved by us (and/or our licensors).

6.2 We hereby grant you a personal, limited, non-exclusive, revocable, non-sub licensable and non-transferable right to access and use our Platform for your own personal, domestic, non-business purposes.

6.3 You will not:

- a. modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations or any graphics separately from any accompanying text; and
- b. use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

6.4 If you breach paragraph 6 of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

7. **ACCEPTABLE USE**

Prohibited Uses

- 7.1 You may only use our Platform for lawful purposes. You may not use our Platform:
- a. in any way that breaches any applicable local, national or international law or regulation;
 - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - c. for the purpose of harming or attempting to harm minors in any way; or
 - d. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or any other form of similar solicitation (spam).

- 7.2 You also agree:
- a. not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms; and
 - b. not to access without authority, interfere with, damage or disrupt:
 - i. any part of our Platform;
 - ii. any equipment or network on which our Platform is stored;
 - iii. any software used in the provision of our Platform; or
 - iv. any equipment or network or software owned or used by any third party.

8. **UPLOADING CONTENT**

- 8.1 Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Platform. You shall indemnify us for any breach of this warranty. We shall not be responsible, or liable to any third party, for the content posted by you or any other user of our Platform.
- 8.2 Any content you upload to our Platform will be considered non-confidential and non-proprietary. Save as otherwise specified in these Terms, all intellectual property rights in the content you upload on our Platform shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable licence to use, store, modify, copy, distribute, display, and prepare derivative works of such content. You hereby warrant to us that you have the full requisite power and authority to grant us such usage rights in the content you upload to our Platform.
- 8.3 You shall be responsible for obtaining and maintaining all licences required for the use of the content you upload to our Platform, including payment of all associated licence fees and other costs.
- 8.4 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.5 We have the right to remove any information you upload to our Platform.

9. **VIRUSES**

- 9.1 We shall not be liable for any loss or damage caused by a virus, bug, or other technologically harmful material that may infect your computer equipment, programmes, data or other proprietary material due to your use of our Platform or to your downloading of any content on the Platform, or on any website linked to our Platform.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Platform. You should use your own virus protection software.
- 9.3 You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform

via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

10. **LINKING**

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.3 You must not establish a link to our Platform in any website that is not owned by you.
- 10.4 Our Platform must not be framed on any other website, nor may you create a link to any part of our Platform other than the home page.
- 10.5 We reserve the right to withdraw linking permission without notice.
- 10.6 If you wish to make any use of content on our Platform other than that set out above, please contact info@creditable.com.

11. **THIRD PARTY LINKS AND RESOURCES IN OUR PLATFORM**

Where our Platform contains links to other websites and resources provided by third parties, these links are provided for your information only and we assume no responsibility for the content of such websites or resources and we will not be liable for any loss or damage that may arise from your use of them.

12. **NO RELIANCE ON INFORMATION AND NO ENDORSEMENTS**

- 12.1 Certain information on our Platform may be provided by or obtained from third parties. We are not able to verify the accuracy or completeness of any such information and we provide no representations, warranties or guarantees with respect to the completeness, truthfulness, accuracy, or reliability of any such information published on our Platform.
- 12.2 We make reasonable commercial efforts to update the information on our Platform. However, we do not provide any representations, warranties or guarantees that any information on our Platform is up-to-date.
- 12.3 Any decision by users to enter into any agreement or arrangement of any kind with one another, or with any business that is the subject matter of the services, after making use of our Platform is solely a decision for those users.

13. **LIMITATION OF LIABILITY**

- 13.1 Nothing in these Terms shall be construed as excluding or limiting our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, (ii) fraud or fraudulent misrepresentation, or (iii) any liability which cannot be excluded or limited under applicable law;
- 13.2 Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any services to registered users, which will be set out in the Borrower Consent Terms.
- 13.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it;
- 13.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - a. use of, or inability to use, our Platform; or
 - b. use of or reliance on any content displayed on our Platform.
- 13.5 In particular, we will not be liable for:

- a. loss of profits, sales, business, or revenue;
- b. business interruption;
- c. loss of anticipated savings;
- d. loss of business opportunity, goodwill or reputation; or
- e. any indirect or consequential loss or damage.

13.6 In no event shall CreditEnable, its directors, employees or agents, be liable for any special, incidental, indirect or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from the borrower's access to and use of the website; (iii) any unauthorized access to or use of the secure servers and/or any and all personal and/or business and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the website; (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the website by any third party; and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not CreditEnable is advised of the possibility of such damages.

13.7 Subject to the above and notwithstanding anything to the contrary contained in these Terms, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of CreditEnable to any user, regardless of the form of claim, shall be limited to the aggregate of fees, if any, paid by the user to CreditEnable. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein. This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents / content comprising this Terms. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, malware, Trojan horses and other items of a destructive nature.

14. COOKIES

14.1 We aim to provide you with the information that is most relevant to you. In order to do this, our Platform deploys a "cookie", which is a technology that allows the Platform to store tokens of information (an 'identifier') in your browser, used only by this Platform.

14.2 This information is not released to any third party or used for any purpose other than as stated below. This Platform deploys the following cookies:

| Name of cookie | Purpose of cookie | Type of cookie | Duration of cookie |
|---------------------------------------|---|-----------------------|-------------------------------------|
| Cross-Site Request Forgery Prevention | This cookie is used to verify that the authenticated user is the one actually making the requests to the application. | CSRF Token | For the duration of the use session |
| Facebook | To measure ad conversions or retarget advertisements on Facebook. | Third party cookie | Unknown |
| Google Analytics | This cookie is used to measure the user | Third party cookie | 2 years |

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| | interactions on the website. | | |
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If you do not want to receive a cookie from this Platform, you have the option of setting your browser to notify you when you receive a cookie, so that you may determine whether to accept it or not.

15. APPLICABLE LAWS

15.1 These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of India. We both hereby irrevocably agree that the courts of India will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

15.2 If any provision in these Terms is invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms shall remain in full force and effect.

16. GRIEVANCE REDRESSAL MECHANISM

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Dolly Gala

Address: 175, Metro Estate, Kagawala House, C-Cast, CST Road, Kalina, Bandra Kurla Complex, Santacruz East, Mumbai City, Maharashtra, 400098

17. CONTACT US

To contact us with any questions or concerns about this policy, please email info@creditable.com.