

USER AGREEMENT:

The terms and conditions (T&Cs) of use set forth herein records the agreement between You and "**CREDIT MARKET SERVICES LIMITED**" (**CMSL**). The following terms and conditions shall govern your usage of CMSL website related to credit markets and its services which are to be provided on real and/ or delayed time basis considering on network delays and/or any other content and services through the above mentioned link

Credit Market Services Limited reserves the right to suspend/cancel, or discontinue any or all service at any time with or without modifications and alterations in any or all of the content and services contained on the site.

CMSL also reserves its right to change, alter, and modify any information or content at its convenience without providing any notice.

DEFINITIONS

- **"IPR Rights"** means all intellectual property, copyright, design right, trademarks, confidential information and ideas and all other rights whatsoever of a like nature world-wide whether those rights are registered or not; Unless otherwise stated, copyright and all the intellectual property in all material presented on the link(including but not limited to text, audio, video or graphical images),trademarks and logos appearing on this website are the exclusive property of Credit Market Services Limited, its promoters, affiliates etc. You agree not to use any framing techniques to enclose any of the intellectual property and/or the other proprietary information of Credit Market Services Limited. **ANY INFRINGEMENT SHALL BE VIGOROUSLY DEFENDED & PURSUED TO THE FULLEST EXTENT PERMITTED BY LAW.**
- **"Software"** means software downloaded through the air or via Bluetooth from the link provided by CMSL on its site;
- **"Third Party Material"** means all content, materials and software to be incorporated in or used conjunction with the Website which belong to third parties.
- **Subscription:** it means a period for which the user has paid the subscription fees.

1.1..1 **Confidential Information:** includes all information, documents, accounts, business plans, processes and any other information of either party

whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets, Intellectual Property and other proprietary information including but not limited to without limitation designs, customer list, technical specifications, financial information, formula and pricing information, or source code of any software, except that the following shall not be considered Confidential Information:-

- 1.1.9.1. that which is in the public domain;
- 1.1.9.2. that which was previously known prior to receipt;
- 1.1.9.3. that is developed independently without any aid from the disclosing party;
- 1.1.9.4. that which is required to be disclosed pursuant to any request/demand by regulatory agencies or any Government law, judgment or otherwise, provided that unless prohibited by law the disclosing Party shall give adequate notice of such disclosure to the other Party .

APPLICABLE CHARGES

Subscription for the Service shall be made in advance.

- Payment/s of fees can be made by (i) Cheque, (ii) Draft, in advance, unless specifically stated otherwise.
- All payments shall be made in Indian Rupees (INR).
- CREDIT MARKET SERVICES LIMITED reserves the right to change the rate charged for any such subscription charges or any other charges under this agreement without notice.
- Fees are subject to change without notice.
- The contract between you and Credit Market Services Limited is effective from the date of activation of your account.

DATA SECURITY

For the usage of the services of Credit Market Services Limited, as mentioned, You will be required to register yourself. To register for the same you have to open an account by completing the registration process (i.e. by providing us with current, complete and accurate information as prompted by the applicable registration form) at the time of activation of your account, on the basis of which you will be issued (i) an URL, (ii) Log in id and (iii) password.

- By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Site.
 - Each registration is for a single individual user only.
 - To access these services, you will be asked to enter your individual User Name and Password, as provided from Credit Market Services Limited during your registration. Therefore, we do not permit any of the following: -
 - Any other person sharing your account and Password;
 - Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with Credit Market Services Limited as users of the Site; or
 - Access through a single account and Password being made available to multiple users on a network.
 - If CMSL reasonably believe that an account and Password is being used / misused in any manner, or is used in any manner contrary to the terms under this agreement, CMSL shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.
 - Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify CMSL immediately of any unauthorized use of your account or any other breach of security. CMSL will not be liable for any loss that you may incur as a result of someone else using your password or account. However, you could be held liable for losses incurred by CMSL or another party due to someone else using your account or password.
- You are entirely responsible for maintaining the confidentiality of your password and account. However, Administrator at all times is entirely responsible for maintaining the confidentiality of yours and all other user id's and passwords, as the data requires complete security from users end.

ACCESS

To access URL for your account, you will be asked to enter Log in Id as provided by Credit Market Services Limited & password chosen by you.

USAGE

- you will have access to this service from any computer with internet connectivity and appropriate system requirement, namely;
 - Computer - Any PC running Windows XP and above with 512Mb RAM
 - Browser - Internet Explorer 6+ & above
 - Internet - Internet Broadband connectivity with 256Kbps minimum speed(kindly ensure the technicals).
- You hereby agree and assure CREDIT MARKET SERVICES LIMITED that the services shall be used for lawful purposes only; **you** further concur that will **not**:
 - a. violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws;
 - b.. perform any activity which is likely to cause such harm;
 - c. take any action which encourages or consists of any threat of harm of any kind to any person or property;
 - d. carry out any "denial of service" or any other harmful attacks on application or internet service or;
 - e. make or attempt any unauthorized access to any CREDIT MARKET SERVICES LIMITED website or the website of any Credit Market Services Limited customer;
 - h. you agree not to upload, post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:
 - infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the

digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;

- o right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity;
- o any confidentiality obligation.

i. collect or attempt to collect personally identifiable information of any person or entity without their express written consent and you shall maintain records of any such written consent throughout the terms of this agreement and for three years thereafter;

j. undertake any action which is harmful or potentially harmful to the Credit Market Services Limited server structure.

k. You agree that any and all right or title to any engineering, coding, programming or customer service work or other modification of the market view on mobile shall remain the sole property of CREDIT MARKET SERVICES LIMITED, at all times for all purposes.

You agree that upon the assignment of your URL, USER ID and password for the solution provided, You will maintain confidentiality of your account information and assume all responsibility of any loss, theft or other destruction of data as the result of access to your Admin URL via the use of your customer ID and / or your password.

l. CMSL grants you permission to only access and make personal use of the information on the Site and You agree not to modify/alter/change/amend/vary/transform/revise the information provided on CMSL's Site, or any portion of it, except with the express consent of CMSL. You are permitted to print or download extracts from these pages for your corporate, commercial use only. Any copies of these pages saved to disk or to any other storage medium may only be used for subsequent viewing purposes or to print extracts for commercial use.

J. CMSL forbids you from any attempts to resell or put to commercial use of any part of the information on the Site; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of any other merchant; or any data gathering or extraction tools; or any use of meta tags. You may not (whether directly or through the use of any software program) create a database in electronic or structured

manual form by regularly or systematically downloading and storing all or any part of the pages from this site.

No part of the Site may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission. Requests to republish CMSL's material for distribution should be addressed to Credit Market Services Limited at E-Mail – s.gopalan@cmsl.co.in

User Conduct and Obligations

You agree to follow all applicable laws and regulations when using this website. You agree to not use any product or the service available on a Site to:

- (a) Upload, post, email, transmit or otherwise make available any content that is unlawful, illegal, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. This includes text, graphics, video, programs or audio.
- (b) Upload, post, email, transmit or otherwise make available any viruses, trojan horses, time bombs, or any other harmful programs or elements.
- (c) Harm minors in any way.
- (d) Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "grieving" as those terms are commonly understood and used on the Internet
- (e) Impersonate any person or entity, including, but not limited to, CMSL's official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- (f) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.
- (g) Disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of our website, its computer systems, servers or networks
- (h) Upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- (i) Upload, post, email, transmit or otherwise make available any content with the intention of committing or promoting an illegal act.
- (j) Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, privacy

rights, rights of publicity, or other proprietary rights ("Rights") of any party.
(k) Upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," duplicative messages or any other form of solicitation.

Material Posted/transmitted at CMSL's Site

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content is originated (the Originator). By Posting any material which contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of limitation, the distribution, public display and reproduction of such Images.

You represent that you have valid rights and title in any and all Content/Images that you submit on the Site, that you have not infringed on any IPR belonging to any party and further that you will indemnify CMSL or its affiliates for all claims arising out of any content that you post on the Site.

CMSL accepts no responsibility for the said Content / Images. However, you understand that all Content / Images posted by you becomes the property of CMSL and you agree to grant/assign to CMSL and its affiliates, a non-exclusive, royalty free, perpetual, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content / Images (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world".

Obligations with respect to Exchange of Information (Required)

You represent that you are **a responsible adult (18 years or above)** and you shall be solely responsible for all Content that you upload post or

otherwise transmit.

You agree not to upload, post, or otherwise transmit any matter or views, which are, defamatory, abusive, pervasive, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. You may also not indulge in cyber stalking, become or create a nuisance for any visitor / user of the Site.

You may not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of this Site, or other user's ability to engage in real time exchanges.

No Controlling Spam Policy or Unsolicited E-mails

You will not use any communication tool or other means available on the Site to transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages). CMSL will not sell, lease or rent its e-mail subscriber lists to third parties. You may not harvest information about users of CMSL for the purpose of sending or to facilitate the sending of unsolicited bulk communications. We may terminate your access or use of the Site immediately, with or without any notice, and take any other legal action if you, or anyone using your access details to the Site, violates these terms. We may adopt any technical remedy (including any filtering technology or other measures) to prevent unsolicited bulk communications from entering CMSL or remaining within our computer or communication networks. Such filtering technology or other measures may block, either temporarily or permanently, some e-mail sent to you through the CMSL's Web Sites.

The term of this Agreement shall be for a period of subscription.

- In case of annual renewal, you will inform CREDIT MARKET SERVICES LIMITED to renew the account one (1) month in advance via email. In case of non-renewal of the services, the solution will be withdrawn and you may not have any access to the data entered by you or your users.

TERMINATION

This agreement and all of its terms shall remain in full force and effect during the period of subscription unless earlier terminated by CREDIT MARKET SERVICES LIMITED.

- CREDIT MARKET SERVICES LIMITED as empowered under this agreement may terminate this Agreement immediately or if,
 - in case of any material breach of any of the provisions of this Agreement that is not cured within ten (10) days by you upon receiving notice thereof from CREDIT MARKET SERVICES LIMITED, or
 - any breach of the provisions this agreement.
- In the event of any termination any service fees paid in advance shall not be refunded under any circumstances.
- CMSL reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the CMSL's Web Sites; Refuse, move or remove for any reason any Content / Image that you submit on or through the Services; Refuse, move, or remove any Content / Image that is available on or through the Services; Deactivate or delete your accounts and all related information and files in your account; Establish general practices and limits concerning use of the Services) at any time and, remove or edit contents or cancel orders (entered by you) in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use. Upon such termination or suspension, your right to use the CMSL's Web Sites will immediately cease. You can also terminate your account at any time but your information may remain stored in archive on our servers even after the deletion or the termination of your account.

DISCLAIMER.

- CREDIT MARKET SERVICES LIMITED SHALL NOT BE LIABLE, FOR ANY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROJECTS, DAMAGE TO COMPUTER SYSTEM OR DAMAGES FOR LOSS OF PROFITS / DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE / PERFORMANCE OF THE CREDIT MARKET SERVICES LIMITED'S SITES / SERVICES. ARISING IN CONTRACT,

TORT OR OTHERWISE FROM THE USE OF OR INABILITY TO USE A APPLICATION, OR ANY OF ITS CONTENTS, OR FROM ANY ACT OR OMISSIONS AS A RESULT OF USING AN APPLICATION OR CONTENTS OR FOR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF INFORMATION CONTAINED ON THE SITE.

- NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE BY CREDIT MARKET SERVICES LIMITED AS TO THE (A) ACCURACY, ADEQUACY, RELIABILITY, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION; (B) THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE APPLICATION WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (D) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. ALL IME SERVICES PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- You agree that the Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal, on which 'Credit Market Services Limited' has no control. CREDIT MARKET SERVICES LIMITED, therefore, accepts no responsibility for any information which you may receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal.
- Under No circumstances will CMSL be held responsible or liable, in any way, for any content which in Legal opinion is derogatory, threatening, defamatory, obscene or offensive or offends public sensibilities or morals and shall also not assume liability for 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 or uploaded on the Site, or any infringement of another's rights, including intellectual property rights. You specifically agree that CMSL is not responsible for any content sent using and/or included in CMSL's site/service by any third party.

INDEMNITY/ Limitations of Liabilities

You agree to fully defend and indemnify and hold CREDIT MARKET SERVICES LIMITED for any / all third party claims, action, demands, costs, damages, direct / consequential, specifically including lawyers' fees and costs, as the result of any breach or claim of breach of this agreement.

- As a condition of use of this website, you agree to indemnify, defend and hold harmless, CMSL and its suppliers, each of their parent and affiliated companies, and each of their respective partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors and agents, from any and all claims (including, but not limited to, claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding: (a) your use of the website; (b) CMSL's use of any content or information you provide, as long as our use is not inconsistent with this agreement; (c) information or material posted or transmitted through your membership account, even if not posted by you; and, (d) any violation of these terms of service by you. If you are dissatisfied with any CMSL's material, or with any of CMSL's terms and conditions, your sole and exclusive remedy is to discontinue using the CMSL's website without any refund of any fee.

General Terms

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement.

If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

FORCE MAJEURE

Either party to this agreement shall be excused from delay or failure in performance it's respective obligations for reason of any occurrence / contingency which is beyond reasonable control, including but not limited to, acts of God, earthquake, riots, war, and Governmental dictums.

- In addition to any event of force major as described in the foregoing paragraph, CREDIT MARKET SERVICES LIMITED may terminate this Agreement if CREDIT MARKET SERVICES LIMITED, at its sole discretion, elects to cease doing business for any other reason whatsoever.

MISCELLANEOUS

- Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between CREDIT MARKET SERVICES LIMITED and you.
- CREDIT MARKET SERVICES LIMITED may without advance notice amend this Agreement from time to time which shall be applicable. This agreement and the rights hereunder are not assignable or transferable except that CREDIT MARKET SERVICES LIMITED may freely assign all of its rights hereunder to any person or entity who shall become a principal owner, or shareholder of CREDIT MARKET SERVICES LIMITED, or to any affiliated company or successor in interest of CREDIT MARKET SERVICES LIMITED or due to contractual or corporate arrangement. Any other attempted transfer or assignment of rights hereunder shall be null and void ab-initio.

You shall have only a non-exclusive license in the Front End for specified purposes for the limited period as per the duration of your subscription. All rights to use the site expire on completion of subscription term.

CONFIDENTIAL INFORMATION

- You will treat and keep all Confidential Information as secret and confidential and will not, without CREDIT MARKET SERVICES LIMITED's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other during the subscription

period.

ASSIGNMENT

You shall not assign the benefit or burden of this terms and conditions to any third party without our prior written consent.

DISPUTE / ARBITRATION / JURISDICTION

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration exclusively within jurisdiction of Mumbai. The arbitration proceeding shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996. Arbitration proceedings shall be commenced within thirty (30) days of receipt of a written notice. The award will be final and binding upon the parties in accordance with applicable law.

- Agreement shall exclusively be subject to Mumbai jurisdiction and shall be interpreted under the Indian Laws, without regard to any conflicting laws.

Service Contact

Contact: s.gopalan@cmsl.co.in with questions or problems with this Website.

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