

TERMS OF USE

ARTH PADARTH FACTORS & FINANCE PRIVATE LIMITED, a Non-Bank Finance Company (NBFC-Factor) registered with the Reserve Bank of India, and incorporated under the Companies Act, 2013 and having its registered office at Row House 2, White Castle, 34-35 Sion Trombay Road, Chembur, Mumbai 400 071, ("**Company**", "**we**", "**us**", "**our**") is the owner of the website www.apfactors.com

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY AS YOUR USE OF THE WEBSITE IS SUBJECT TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS ("TERMS" / "AGREEMENT").

BY ACCESSING OR OTHERWISE USING THE WEBSITE, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ARTH PADARTH FACTORS AND FINANCE PRIVATE LIMITED.

WHILE USING THE WEBSITE, YOU MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO THE WEBSITE. ALL SUCH GUIDELINES OR RULES ARE HERBY INCORPORATED BY REFERENCE INTO THIS TERMS. BY USING OR ACCESSING THEWEBSITE, YOU DE-FACTO AGREE TO THE FOLLOWING TERMS.

IF YOU DO NOT AGREE TO ALL OR ANY OF THESE TERMS, DO NOT USE THE WEBSITE.

IF YOU CONTINUE TO USE THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS, WHICH ALONG WITH THE PRIVACY POLICY ("PRIVACY POLICY") GOVERN YOUR RELATIONSHIP WITH US.

YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT.

I.ACCESS TO THE WEBSITE:

By accessing or using the Website you represent and warrant that you are of the age of majority in the jurisdiction in which you reside. As a minor, if you wish to use any Services or access the Website, such use or access shall be made available to you by your legal guardian or parents, who have agreed to these Terms. In the event, a minor access or uses the Website at any time, it is assumed that such a minor has obtained the consent of the legal guardian or parents. The Company reserves the right to terminate your access to the Website and/or refuse to provide you with access to the Website if it discovers that you are a minor and you do not have the consent from your parent/legal guardian to access or use the Website or any information provided by you is inaccurate or for any other reason at the Company's discretion. You acknowledge that the Company does not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required criteria to use or access the Website. You agree to provide accurate, authentic and true information about yourself as sought when you wish to contact us to know more about our services.

Accessing, browsing, subscribing or any other action you undertake with respect to the Website does not deem to make you a member, shareholder or affiliate of the Company for any purposes whatsoever, nor shall you have any of the rights of statutory members of the Company.

1. **Acceptance:** By using the Services you agree to unconditionally accept and agree to comply with and be bound by these Terms. Subject to the aforesaid we grant you permission to use the Website or Services subject to the restrictions in these Terms. Your use of the Services is at your risk.
2. **User Account:** You may create a User Account ("Account" or "User Account") and provide certain information about yourself to use some of the features of the Services that are offered through the Website or Services. You agree that you are solely responsible for maintaining the secrecy of your passwords, login and account information for using the Services. You are also responsible for all activities that occur in connection with your Account. You agree to notify us immediately of any unauthorized use of your Account. We reserve the right to close your Account at any time for any or no reason. Also, you shall not create multiple Accounts. You agree not to use the Services for any purpose that is unlawful, illegal or forbidden by these Terms, or any local laws that might apply to you. When you create a User Account, you will be additionally required to accept the specific terms and conditions for expressing your interest to for availing various services.
3. **Submission of Information:** While creating your User Account you will be asked to provide certain information, which is mandatory. Also, there will be other details, which you can provide at your discretion. In both cases, we may ask you to provide complete and accurate information about yourself to bolster your credibility. You confirm and warrant to us that the details submitted by you are accurate and correct and we can rely on it for providing the Services sought by you through the Services.
4. **Communications:** If you create a User Account, you agree to receive certain communications in connection with the Website or the Services. By using the Services and/or registering yourself at our Services you authorize us, our affiliates, associates, partners to contact you via email or phone call or SMS and offer you their services for the product you have opted for,

imparting product knowledge, offer promotional offers running on website & offers offered by the associated third parties, for which reasons, as well as web aggregation. Irrespective of the fact if also you have registered yourself under DND or DNC or NCPR service, you still authorize us to give you a call from us, our affiliates, associates, partners for the purposes mentioned above. We may also pass your information to third party financial services companies for the purpose of them, tell you about their services or products.

5. **Service Fee:** You agree that you shall pay a fee for the Services as per terms of the specific services provided by the Services. The fee once paid shall be non-refundable, unless agreed by us in writing. The payment of fee or application made in Services does not assure you a grant of a loan or other Services mentioned on our Website; the same will be subject to the satisfaction of other formalities required for the specific Services.
6. **Availability of Website or any Services:** Our Website or Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

2.CONTENT AVAILABLE:

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

The Company shall not be held liable under any circumstances including, but not limited to any infringement, errors, damages, fraud, misrepresentations, direct or indirect losses, future business loss, liability, claims or omission of information or details posted, or any link accessible or made available through this Website. You understand that by using this Website, you may be exposed to content that may be incomplete, old, offensive and/or objectionable due to any reason whatsoever. The Company assumes no responsibility for such content. We reserve the right to modify the contents of the Website at any time. You agree that such modified content shall be binding upon you, and you agree to abide by the same. You agree that you are solely responsible for your use of the Services made available through the Website, and the Company shall not be responsible and/or liable for any consequences arising from such use.

3.THIRD PARTY CONTENT AND ADVERTISEMENT:

You acknowledge that when You access a link that leaves the Website, the website that you will enter into is not controlled by the Company and different terms of use and privacy policies may apply. By accessing such third-party links to other website, you acknowledge that the Company is not responsible for those websites. The Company has no liability to remove or in any manner block such third-party links or pop-ups. The Website may contain third party advertisements. The display of such advertisements does not in any way imply an endorsement or recommendation by the Company of the relevant advertiser or the merchant, its products, or services. You are referred to the relevant advertiser or merchant for all information regarding the advertisement and its products and/or services. The Company accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

4.OWNERSHIP OF INTELLECTUAL PROPERTY:

All the rights including but not limited to intellectual property rights subsisting under or in relation to the Website (including any content uploaded by the Company) are owned by Company and its affiliates, subsidiaries, licensors as the case may be. The Company respects copyright, and we prohibit You from submitting, uploading, posting, or otherwise transmitting any content or details on the Website that violates another person's proprietary rights.

If You believe that the Website contains elements that infringe any intellectual property rights, please notify us immediately. If we receive intellectual property right infringement claim notification, and it is felt appropriate, we may remove all such content which is indicated as infringing and/or take any other appropriate action at our discretion.

All materials on this Website, including but not limited to the content of the Company, are protected by copyright under the copyright laws. You cannot use the Website or the content of the Company, except as specified herein. There may be number of proprietary logos, service marks and trademarks found on the Website whether owned/used by us or otherwise. By displaying them on the Website, we are not granting You any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of such proprietary logos, service marks, or trademarks may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

5.CONFIDENTIALITY:

Confidential information, for the purpose of these Terms, shall mean the information including but not limited to the features, functionalities, processes, data and information regarding the Website, or other information of a confidential nature disclosed by one party to the other party under these Terms, in any form ("Confidential Information"). Confidential Information shall however, exclude any information which (i) is/ was publicly known or comes into public domain; (ii) is received by the receiving party from a third party, without breach of these Terms; (iii) was already in the possession of receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party; (iv) is permitted for disclosure by the disclosing party in writing; (v) independently developed by the receiving party without use of Confidential Information; (vi) is required to be disclosed by the receiving party pursuant to any order or requirement from a court, administrative or governmental agency.

We will keep any personal information shared by you, confidential and only use it as per the terms of our Privacy Policy.

6.PROHIBITED CONDUCT:

You agree not to engage in any of the following activities:

Violating laws and rights:

You may not (a) use the Website for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights, (c) circumvent or disable any content protection system or digital rights management technology used in connection with the Website Content, (d) rebroadcast or transmit the content available on the Website, (e) modify the Website in any manner, including but not limited to, by removing identification, copyright or other proprietary notices from any content, or by framing, mirroring, or utilizing similar techniques.

Solicitation:

You may not use the Website, or any information provided through the Website for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

Disruption:

You may not use the Website in any manner that could disable, overburden, damage, or impair the Website, or interfere with any other user's use and enjoyment of the Website; including but not limited by:

uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or

interfering with or disrupting any network, equipment, or server connected to or used to provide the Website, or violating any regulation, policy, or procedure of any network, equipment, or server, or

modifying, merging, revising, or enhancing the Website in any way, or

decompiling, disassembling, reverse engineering the Website in any manner whatsoever.

Impersonation or unauthorized access:

You will not impersonate another person or entity or misrepresent your affiliation with a person or entity when using the Website.

You will not use or attempt to use any other person or entity's information, personal or otherwise; and you will not attempt to gain unauthorized access to the Website or any other user account, through hacking, password mining or any other means.

Developing competing offerings:

You will not use the Website to develop any competing platforms, applications, websites, or products which are similar or substantially similar to the Website.

You understand and acknowledge that if you indulge in any of the prohibited conduct stated above, and it is brought to the notice of the Company, the Company may terminate your right to use the Website and take any other corrective action as it deems fit.

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. We will report any breach of this term in our discretion 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 website will cease immediately.

7.DISCLAIMER:

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THAT THE WEBSITE AND THE INFORMATION THEREIN IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE WEBSITE IS NOT HACK PROOF. THE INFORMATION MAY GET PILFERED, DAMAGED, LOST, GARBLED OR BECOME USELESS. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO YOUR INFORMATION, QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SAFETY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION OF THE USER INFORMATION. WE DO NOT REPRESENT AND WARRANT THAT USERS USE OF THE WEBSITE WILL MEET THEIR REQUIREMENTS, OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR ANY INFORMATION OBTAINED BY YOU AS A RESULT OF USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO CONSULT OR CONDUCT DUE DILIGENCE WITH RESPECT TO THE CONTENT AVAILABLE ON THE WEBSITE, AT YOUR OWN INITIATIVE, COST AND EFFORT. THE COMPANY SHALL NOT BE LIABLE FOR THE INFORMATION PROVIDED BY YOU OR OTHERWISE TRANSMITTED ON THE WEBSITE. ANY RELIANCE ON SUCH INFORMATION OR THE USE OF ANY SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

ALL LIABILITY WHETHER CIVIL OR CRIMINAL RESULTING FROM ANY INFORMATION OR CONTENT OR BLOGS POSTED OR TRANSMITTED ON THROUGH THIS WEBSITE WILL BE THAT OF THE YOURS OR THIRD PARTY WHO HAS POSTED OR TRANSMITTED SUCH INFORMATION OR CONTENT AND WE RESERVE OUR RIGHT TO CLAIM DAMAGES FROM YOU OR THIRD PARTY THAT IT MAY SUFFER DUE TO SUCH CONTENT POSTED ON WEBSITE. WE DO NOT CLAIM OWNERSHIP OF ANY KIND OF ANY INFORMATION THAT YOU SUBMIT OR MAKE AVAILABLE ON WEBSITE.

8.LIMITATIONS OF LIABILITY:

In no event, shall the Company 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 monetary losses, arising out of or in any way connected with the use of the Website or for interrupted communications, delay, lost data or monetary losses arising out of or in connection with these Terms.

9.INDEMNIFICATION:

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) Personal Information that You submit or transmit on the Website, (ii) Your violation of any rights of any other person in connection with the Services, (iii) infringement of any third party intellectual property rights, (iv) any breach of the terms and conditions of these Terms, (v) any breach or violation of applicable laws and regulations (vi) any breach of representation and warranties made in relation to use of the Website

10.PRIVACY POLICY:

The Company is committed to responsibly handling the information and data we may collect through the Website in compliance with our Privacy Policy. Please review the Privacy Policy so that you are aware of how we collect and use your personal information. Our Privacy Policy is located at www.apfactors.com

11.FORCE MAJEURE:

Without limiting the foregoing, under no circumstances shall Company be held liable for any damage or loss due to deficiency in performance of the Platform resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, change in laws

and regulations, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots, lockdowns, pandemics or any other similar events.

12.TERM AND TERMINATION:

The Company reserves the right to terminate your right and access to use the Website with or without any reason whatsoever. Additionally, your right to access and use the Website terminates automatically upon your material breach of these Terms.

13.SURVIVAL:

Provisions such as, disclaimer of warranties, limitation of liability, indemnity, ownership of intellectual property, prohibited conduct shall survive any termination.

14.GOVERNING LAW:

This Agreement and Your use of the Platform is governed by, construed and enforced in accordance with the laws of India and, for the purposes of any legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the Courts of Mumbai.

15.WAIVER:

The Company's failure to insist on or enforce strict performance of any of these Terms shall not be construed as a waiver of any provision or right.

16.SEVERABILITY:

If any part of these Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions.

17.NO AGENCY:

You agree that no joint venture, employment, or agency relationship exists between you and the Company as a result of these Terms or due to your use of the Website or any of its Services.

18.ENTIRE AGREEMENT:

These Terms and the Privacy Policy constitute the entire agreement between you and the Company relating to this subject matter and supersede any and all prior communications and/or agreements between you and the Company relating to this subject matter.

19.CHANGE IN TERMS:

We may update these Terms without notice to you. You are encouraged to check these Terms on a regular basis to be aware of the changes made to it. Your continued use of the Website after such change shall be deemed to be your acceptance of the revised Terms.

The Terms were last modified on 28Jul2022

20.CONTACT US

If you have any questions or concerns or grievances regarding these Terms, you can email us at our grievance email-address info@artfine.in