

# Terms of Use

Welcome to <https://qbera.com>. This website **<https://qbera.com>** (referred to as the "Website" , "Website") & the Brand **Qbera** is owned and operated by **ANT CREDITEX TECHNOLOGIES PVT. LTD** (the "Company" or in some cases "We").

The document contents the terms & conditions to rule by right of authority of your use of the Website (hereinafter referred to as the "Terms of Use"). Within the document "You", "Your" or "User" shall mean any natural or legal person who has agreed to transact through the Website by registering on the Website as a 'Registered User' using the computer systems and/or any other electronic systems and has produced all the required information. Or any person making use of any part of this website. The term "We", "Us", "Our" shall mean the Company (defined herein below).

By accessing the Website through any of the electronic devices (computer, mobile, tablet etc) You acknowledge, accept and agree to the following terms of the Terms of Use, which are designed to make sure that this Website works for everyone and maintains equality. These Terms of Use are effective from the time You log in to the Website. By accepting these Terms of Use, You are also accepting and agreeing to be bound by the Privacy Policy which is available in <https://qbera.com/privacy-policy> . The policy could be changed or updated at any time without your consent so we request you to periodically visit the privacy page to keep yourself updated.

BY USING THE WEBSITE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF

THIS PRIVACY POLICY, WE REQUEST YOU NOT TO PROCEED FURTHER TO USE THIS WEBSITE.

## Background

These Terms of Use is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. The Information Technology Act, 2000 (also known as ITA-2000, or the IT Act) is an Act of the Indian Parliament (No 21 of 2000) notified on 17 October 2000. It is the primary law in India dealing with cybercrime and electronic commerce. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Website.

## Ownership

The Website is owned by **ANT CREDITEX TECHNOLOGIES PVT. LTD**, a company incorporated under the Companies Act, 1956 with its registered office at #101, Sufiya Elite (2nd Floor), 18/1 Cunningham Road, Opp. Coffee Day. Bangalore 560 052 (hereinafter referred to as the "Company").

On using the Services (defined herein below) provided by Us through the Website, You will abide to the rules, guidelines, policies, terms, and conditions applicable to such Services, and they shall be deemed to be incorporated into these Terms of Use and shall be considered as part and parcel of these Terms of Use. We reserve complete right, at Our sole discretion, to change, modify, add or remove parts of these Terms of Use, at any time without any prior notice to You, whether written or otherwise. So we request you to keep yourself updated with the latest Terms of Use. Your continued use of the Website following the posting of changes will mean that You accept and agree to all the revisions made to the Terms of Use. As long as You comply with these Terms of Use, You are granted a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

We reserve all rights under intellectual property law in the Website and in any content that is on the Website or in the Services. Except as We may expressly state in writing, You shall not reproduce, reprint, publish, or otherwise exploit content or technology from the Website without our prior express consent.

## **Scope and Intent of the Terms of Use**

You agree and understand that the Website is an internet enabled electronic platform used to identify financial institutions or individuals for a secured or unsecured loan. Any new products or services can be added by Us on a time to time basis (collectively know as "Products" or "Services"). While interacting with other users and/or service providers through our Website, with respect to any listing, posting or information we strongly encourage You to exercise reasonable diligence as You would normally apply in traditional off line channels and further practice judgment and common sense before committing or taking any decision influenced

by third parties, blogs, posts, external links which are not under our control or have any endorsements from us.

## **Representation and Warranty**

You agree that You are the lawful owner having all rights, title and interest in Your information, and further agree that You are solely responsible and accountable for the information which You provide through this Website to any other user and/or service provider and that we act as a mere platform for your online distribution and publication of such information.

You agree that Your listing, posting, information and/or service offered through this Website shall:

- I. not be fraudulent, counterfeit, misrepresent, exchange etc of any illegal, mislead or pertain to buying, selling, stolen currency and /or services;
- II. shall not infringe any intellectual property, trade secret, or other proprietary right or rights of publicity or privacy of any third party;
- III. shall not consist of material that is an expression of racism or hatred based on age bigotry, gender, lifestyle preference, race, religion, caste, class, and nationality and / or is being derogatory, slanderous to any third party;
- IV. shall not distribute viruses or spam or use any other technologies that may harm the Website or the interests or property of other users or impose an

unreasonable load on the infrastructure or interfere with the proper working of the Website;

## **Covenants**

You agree that if You use the Website by registering on the Website, You are responsible for maintaining the confidentiality of Your User ID, password, email address. You are responsible for all activities that occur under Your User ID and password. If You access the Website using any electronic device other than by registration on the Website, the Terms of Use remains applicable to You in the same manner as if You are a registered user on the Website.

## **Right to Use Information**

By providing Us any information through this Website You hereby grant Us the right to use such information for providing the Service. We reserve the right to copy, archive, distribute, abridge, transmit, display, translate or pass such information wherever it is required to use. We shall reserve the right to incorporate such information as a collective work, database or archive.

We request you to enter a valid phone number while transacting through the Website to avail better service support and a seamless product / service delivery. By registering Your phone number with Us, You authorise to be contacted by Us and by the service provider or financial partner via phone calls (including IVRS Calls) and/or SMS notifications to provide You related updates pertaining to the transaction intended through the Website. This consent will override any "Do Not Disturb" (DND) preferences set at your end with your telecom service provider. We

will not use Your personal information to initiate any promotional phone calls or SMS. You agree that We may also provide You with notices and other information related to the Services through electronic means including but not limited to SMS, emails, mobile notifications etc as and when required.

## **Roles & Responsibilities**

We as a Company will take all reasonable and relevant measures to investigate the background of the Service Providers registered with Us to ensure their authority to enter the transactions contemplated herein through our Site. However, You still agree and acknowledge that:

I. You are advised to independently verify the bona fides of any particular user and/or service provider registered with the Website that You choose to deal with through the Website and use Your best judgment in that behalf.

II. Based on a verbal approval from the borrower, a credit check or Cibil check would

III. You release and indemnify the Company and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that You may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, the Company cannot take responsibility or control the information provided by other users/service providers which is made available on the Website. You may find other user's/service providers information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading

when using the Website. Please note that there could be risks in dealing with underage persons or people acting under false pretense.

IV. When you receive and accept an offer Qbera, you should confirm interest rate, processing fees, tenure and other details with the relevant entity before finalizing the loan. You also confirm that you have checked the loan deed/agreement for the before signing it. You may not hold Qbera responsible or accountable for any changes or errors in these details due your own failure to confirm said details during the finalization of loan offer verbally or on legal paper.

## **Restrictions on Use of Website**

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If You are a minor i.e. under the age of 18 years, You are not authorised to register as a User of the Website and shall not transact through the Website. As a minor if You wish to use or transact through our Website, such use or transaction may be made by Your legal guardian or parents on the Website. If You access the Website either by registration on the Website or by any other means, not as an individual but on behalf of a legal entity, you represent that You are fully authorized to do so and the listing, posting or information placed on the site on behalf of the legal entity is Your responsibility and You agree to be accountable for the same to other users of the Website.

## **Limitations of Liability**

This Website, all the materials and Services, included on or otherwise made available to You through this Website are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, the Company does not warrant that:

This Website will be constantly available, or available at all; this is beyond company's control however we have the best hosting platforms to avoid such situations.

The rate of interest for the loan offers is constant and will not change at the time of actual transaction.

The Services listed will be made available and will not change without notice to You.

Electronic communication sent from Us are free of viruses or other harmful components.

If you are dissatisfied with any of the services or with any of the terms of these Terms of Use, Your sole and exclusive remedy is to discontinue accessing the Website and using Services provided through the Website.

## **Third Party Advertisement**

We may include in the Website a link to or advertisement of or data from third party web sites or services or products ("THIRD PARTY ADVERTISER"). You agree that



we are not responsible or liable for any content or other material on third party sites or services or products displayed through our Site. You also agree that we are not responsible for content or claims supplied by our third party advertiser. We are not responsible for any transactions or dealings between You and any third party advertiser. You agree that We are not responsible for any claim or loss occurred and attributable to third party advertiser.

## **Indemnity**

You agree to defend, indemnify, and hold harmless Us and Our parent and other affiliated companies, and Our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from:

- I. Your use or misuse of this Website;
- II. Your violation of any term of Terms of Use, including without limitation, Your representation and/or warranty;
- III. Your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right;
- IV. any claim that Your Content caused damage to a third party.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will co-operate with Us in asserting any available defences.

## **Governing Law & Jurisdiction**

These Terms of Use shall be governed by the laws of Republic of India. You further agree that any disputes or claims that You may have against Us will be resolved by a court located in the city of Bangalore, state of Karnataka, India and You agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. By visiting the Website You agree to (i) waive all claims that you might otherwise have against us based on the laws of other jurisdictions, including Your own; (ii) irrevocably consenting to the exclusive jurisdiction of, and venue in, court of Bangalore in the state of Karnataka, India over any disputes or claims you have with us; and (iii) submitting yourself to the personal jurisdiction of such courts for the purpose of resolving any such disputes or claims.

## **Dispute Resolution**

Any dispute, differences or controversy of whatever nature and howsoever arising under or out of or in relation to these Terms of Use, or Privacy Policy and other notifications published on the Website (the 'Dispute') shall, in the first instance be attempted to be resolved amicably. Any Dispute which is not resolved amicably by conciliation within the period of 30 days shall be finally decided by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996. The Venue of such Arbitration shall be city of Bangalore, Karnataka, India and language of Arbitration shall be English. The award passed in such arbitration shall be final and binding upon the Parties to the dispute and You shall bear all costs and expenses (including attorney fee) related to such arbitration proceedings.

## **Severability & Assignment**

If any part of these Terms of Use or Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of these Terms of Use and the remaining portions shall remain in full force and effect. You shall not assign any rights or obligations or liabilities created hereunder to any third party, however We reserve the right to assign any right or obligations or liabilities to any third party.

## **Right to Terminate**

We may terminate Your access to the Website and its related Service, without cause or notice, which may result in the forfeiture and destruction of all information associated with Your account. If you wish to terminate Your account, You may do so by following the instructions on the Website. Any fees or charges for availing the Services paid to Us are non-refundable.

## **Contact Us**

For any query or assistance, feel free to contact us on the following address:

Name of Person: Anuj Sachdev

Designation: VP

Email ID: anuj@creditexchange.in