

TERMS & CONDITIONS

These Terms & Conditions reflect the way Aris Capital Private Limited ('ACPL') works. These help define ACPL's relationship with you as you interact with our services.

These terms and conditions ("**Terms**") apply on the usage of ACPL's website "www.ariscapital.in" (the "**Website**"), as well as to all information, recommendations and/or services provided to you on or through the Website, the Application or through the **Customer Support ("CS")** services provided by ACPL over a telephone or through any form of electronic communication, including communication made via any social media. The term "**You**" refers to the user of our services, through the Website, the Application and the CS ("**User**").

These Terms, sets forth the terms and conditions that apply to use of this site (www.ariscapital.in) and all sub sites that reside under the site (collectively 'Website'), by a Subscriber. The Terms are governed by the provisions of the applicable Indian laws, the rules, regulations, guidelines, and clarifications framed thereunder.

These Terms, along with Company's Privacy Policy, as amended and updated from time to time, constitute the entire agreement between the User(s) and company with respect to access to and use of the Website / Application / CS and the Services (as defined hereinafter), superseding any prior written or oral contracts in relation to the same subject matter herein.

IF THESE TERMS ARE NOT ACCEPTABLE TO YOU, PLEASE DO NOT USE THE COMPANY'S WEBSITE, APPLICATION, CS, OR SERVICES.

RESTRICTIONS ON USE

The Website is owned and operated by Aris Capital Private Limited ('ACPL') and contains material which is derived, in whole or in part, from material supplied by the Company, various news agencies and other sources (including content partners).

The restrictions on use of the material and content on the Website by the Subscriber are specified below. Except where specifically authorised, the Subscriber may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Website including code and software.

COMPLIANCE WITH THE TERMS:

By using the Website, you agree to comply with all of the terms and conditions hereof. The right to use the Website is personal to you and is not transferable to any other person or entity. You are responsible for all use of your account (under any screen name or password) and for ensuring that all use of your account complies fully with the provisions of this Agreement. You shall be responsible for protecting the confidentiality of your password(s), if any.

CHANGED TERMS:

The Company shall have the right at any time to change or modify the terms and conditions applicable to Subscriber's use of the Website, or any part thereof, or to impose new conditions, including but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Website by Subscriber after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

USE OF INFORMATION AND MATERIALS

The content (material, information, data, money market movements, news items, texts, graphics, links etc.) contained on this website is provided for general information only and should not be used as a basis for making business/commercial decisions. You are advised to exercise due caution and/or seek independent advice before availing any facility or entering into any investment or financial obligation based on the Content contained on this Website.

The Content contained on this Website or other terms are provided on an “as is”, “as available” basis. You may not distribute the content to others without the express written consent of company. You may not copy, download, publish, distribute or reproduce any of the content contained on this Website in any form without prior permission of company.

The Content on this Website should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other instrument or financial products/schemes of company, or any of its holding/subsidiaries/affiliates. Use of the products or services described on this Website may not be permitted in some countries and if in doubt, you should check with your local regulator or authority before requesting further information on such products/services.

USER(S) ELIGIBILITY

User(s) means an individual who uses and has the right to use the Services provided by company. Our Services are available only to those individuals who have an Indian citizenship and who can form legally binding contracts under the applicable law. Therefore, a User must not be a minor, of unsound mind or insolvent, as per Indian Law; i.e. User(s) must be at least 18 years of age to be eligible to use our services and must be competent to enter into a valid contract. The User must hold Indian citizenship status, and the company may ask the User to provide valid documents to prove the same.

The Company hereby advises you that while accessing the Website/Application, you must follow/abide all applicable laws. The Company is not responsible for the consequences of your behaviour or negligence, misfeasance or malfeasance during use of the Website / Application / CS / services. It at all times reserves the right to deny services to you without any obligation to state the reasons for such withholding or withdrawal of services.

TRANSACTION

Products and Services are available only at the discretion of the company, subject to the individual contractual terms and conditions of products and services on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations. The user acknowledges that certain functions of this Website would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. The company do not assume any responsibility/liability if the Website is not fully functional due to absence/ insufficiency of the required internet connection.

All rates, charges and fees quoted / stated for various financial products and schemes and interest rates cited as examples of rates which may be in effect from time to time are indicative rates only and are subject to change at any time at the sole discretion of the company and applicable Indian laws. These charges, fees and rates may change depending upon the assessment made by the company in individual cases upon receiving necessary information and documents.

Indicative loan Terms:

- **Loan:** The Loan provided by the company shall be the amount stated in the sanction letter which shall be strictly in accordance with the terms and conditions mentioned herein and based on other documents executed by you.
- **Rate of Interest:** The rate of interest will be specified in the sanction letter based upon your risk gradation.
- **Disbursement:** The company will disburse the loan to your designated bank account by way of direct bank transfer via NEFT, IMPS or through such other modes as it deems fit in its absolute discretion.
- **Repayment:** You shall pay to the company the repayment instalments, inclusive of other fees, on a monthly basis on the Scheduled Due Date, from the first due date to the last due date as mentioned in the Sanction Letter/

loan agreements (as may be required by the Lender to its satisfaction), without fail on the first presentation.

- In order to facilitate such repayment, the company has provided various options that can be relied upon by you., including, without limitation, Payment via link provided by it, Net Banking Payment etc. In order to further secure such payments, it relies on secured payment gateways.
- **Problem with repayment:** Please email to: customercare@ariscapital.in
- **Refund:** All refunds in relation to your loan that are initiated by us will be credited to the account from where the original transaction had initiated. Such refunds shall be credited within the statutory time period.

USER INFORMATION, OFFERS AND PROMOTIONS

The company collects general user data including name, email ID, phone number, bank accounts details, access to the User's SMS inbox records, location (need based), usage of other mobile applications, and the User's bank details, and any other information as may be required, to facilitate the Services.

The type of information collected by the company is dependent on the nature of the services being provided, and all types of information specified above may not be collected for the provision of all Services. The company may use any information it collects from you to improve, maintain, provide, and make more secure the Services, the Website, the Application, and the CS services. It may also use any information provided to it by you to send you commercial or marketing messages and by availing of the services and using the Application, Website and CS Services. You consent to receive such messages.

It is assumed that all information collected from you is correct and accurate. Misuse and misrepresentation of identity could lead to automated termination of services or the use of the platform without prior notice to such users.

USAGE CONDITIONS

You are advised to provide accurate information to the company. The company can verify the information that you have provided and choose to refuse services or use of the Website without providing any reasons therefor.

By using the Website You agree that:

You have understood these Terms with the company and you have clearly understood the terms and conditions of the Services.

You shall use the Application for personal purposes only. You shall not infringe the company's or any third party's intellectual property rights, rights of publicity or privacy.

You shall not assign or otherwise transfer your account to any other person or legal entity. You shall not use the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes.

You shall not use the Services to cause nuisance, annoyance or inconvenience.

You shall not impair the proper operation of the network, hack or illegally access any user data from the Website/Application or make any material change in the Website/Application without the prior permission of the company since any of these above acts will be construed as hacking or data theft under extant Indian laws.

You shall not try to disrupt the provision of the services to any User in any way whatsoever.

You shall not copy, or distribute the Application or other the company content without written permission from the company.

You shall keep your account password information, or any other identification we provide you which allows access to the services, confidential.

You shall provide us any proof of identity we may request, and as may be specified by the Reserve Bank of India ("RBI") in relation to any Customer Due Diligence or Know-Your-Customer processes, as may be applicable and shall not refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to the company.

You shall not remove, circumvent, disable, damage or otherwise interfere with security related features of the Company's Services or features that enforce limitations on the use of its Services and Website.

You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the company's services and services or any part thereof or infringe any patent, trademark, copyright or other proprietary rights.

You shall comply with all applicable law of your city, state and the country while using the Website, the Application, the CS, or the Services.

In addition to its other rights under these Terms, the company reserves the right to immediately terminate the Services, if you do not comply with any of the above.

REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

Without prejudice to the above, the company makes no representation or warranty that:

- The Services will meet the User's requirements.

- The Services will be uninterrupted, timely or error-free. Without prejudice to the above, the company shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Users arising out of.
- The use of the Service offered by the company, including, but not limited to, direct, indirect, incidental, punitive, or consequential loss or damages.
- The use of the Website, or the CS services for any reason whatsoever, including, but not limited to, the User's non-compliance with the services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of the company or any person or any organization involved in the above-mentioned systems.

DATA PROTECTION

The storage, usage and transmission of all information obtained by it through the Website, shall at all times be in accordance with the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and all other applicable law. In the event the company obtains any personal data or confidential information pursuant to any transaction/Services, it shall only undertake the processing of Personal Data/Confidential Information reasonably required in connection with the performance of its obligations under the transaction/Services.

The company shall at all times have appropriate technical and organisational measures in place to:

1. prevent unauthorised or unlawful processing of any Personal Data/Confidential Information;
2. protect any Personal Data/Confidential Information against accidental loss, destruction or damage;
3. ensure the reliability of its employees/contractor having access to the Personal Data/Confidential Information.

CHOICE OF LAW AND DISPUTE RESOLUTION

These Terms of Registration shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that any and all disputes arising from or relating to these Terms of Registration, the Application or the Website shall be resolved exclusively by arbitration under the Arbitration and Conciliation Act, 1996 and the governing law of such arbitration shall be Indian Law. The arbitral tribunal shall consist of an independent sole arbitrator to be appointed by the company and the seat and place of such arbitration shall be Kolkata.

DETAILS OF GRIEVANCE REDRESSAL OFFICER

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer of the company are as provided below:

Name: Averi Misra

Address: Aris Capital Private Limited

PS Srijan Corporate Park, Unit 703, Sector V, Kolkata – 700091

Email id : cs@ariscapital.in

AMENDMENT TO TERMS

The company shall be entitled to add to, vary or amend any or all these Terms at any time and You shall be bound by such addition, variation or amendment once such addition, variation or amendment is incorporated into these Terms on the Website on the date that the company may indicate that such addition, variation or amendment is to come into effect.

BREACH OF THE TERMS

Without prejudice to the company's other rights under these Terms, if you breach these Terms in any way, or if the company suspect that you have breached these

Terms in any way, then the company shall be entitled to take such action as it may deem fit.