

# TERMS OF USE

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Thank you for using [www.shaanfinance.in](http://www.shaanfinance.in) (the “Website”). By using the Website, you are agreeing to be bound by the Terms of Use as described below, so please read them very carefully. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE. These Terms of Use are provided on behalf of Shaan Finance Limited (SFL).

The term “you” as used herein refers to all individuals and/or entities accessing the Website through individuals (whether authorized in this behalf or not) for any reason. These T&Cs shall govern the usage of the Website by you. It is your responsibility to review the T&Cs thoroughly.

SFL reserves the right to modify the T&Cs from time to time without notice and in its sole discretion at any time by updating the Website and your continued use of the Website after any modifications by SFL shall constitute your acceptance of such modifications.

The permission given by Shaan Finance Ltd to access the Website will not convey any proprietary or ownership rights in the above software/hardware. You shall not attempt to modify, translate, disassemble, reproduce, decompile, or reverse engineer the software/hardware underlying the Website or create any derivative product based on the software/hardware and not all the products and services offered on this Website are available in all geographic areas and you may not be eligible for all the products or services offered by SFL on the Website.

SFL reserves the right to determine the availability and eligibility for any product or service.

The content contained on this website of SFL, is provided for general information only and should not be used as a basis for making business/commercial decisions. Further, the content on this website should not be regarded as an offer, solicitation, invitation, advice or recommendation to enter into any transaction with SFL. You are solely responsible for any act or transaction undertaken by you.

## **Privacy**

Your privacy is very important to us. Our privacy policy explains how we treat your personal information and protect your privacy when you use our Website. SFL is concerned about the safety and privacy of all its users and shall protect personal information as per reasonable standards and procedures. We will not share or sell any of your information with any third party, except as specifically described in our privacy policy, which is hereby incorporated by reference into these Terms of Use.

## **Information sharing and social features**

You may choose to share content or information, including, but not limited to, your name, email address, or other information that you provide via the Website, with other users of the Website. By sharing information or content on the Website, you expressly agree to all of the following:

- You grant Shaan Finance Ltd, a non-exclusive, transferable, sub-licensable, royalty-free, worldwide authorization to use any information or content that you post on or in connection with your use of the Website, subject to the privacy provisions described in our privacy policy.

- You understand that deleted content or information may continue to exist on our servers or in backup copies that we maintain for our own use.
- You will not post content or take any action on the Website that may constitute libel or slander, infringes or violates someone else's rights, that is protected by any copyright or trademark, or otherwise violates the law.
- Content and information that you share will be available to other users of our Website. You understand that such third parties may access, use, store and transfer such content and information and associate it with you.
- You agree that you will not use the Website for commercial purposes.
- We may remove any content or information that you share on the Website for any reason. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on our Website.

### **Loan pre-registrations and applications**

You may be presented with the opportunity to pre-register and/or apply for a loan through the Website. When pre registering or applying for a loan on the Website, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, SFL has the right to terminate your loan pre-registration and/or application and to decline to provide any and all future use of the Website. We reserve the right to decline your application for a loan.

### **Links to other websites**

This Website may contain links to websites maintained by non-affiliated third parties. Such websites may have Terms of Use, Privacy Policies, or security practices that are different from those of SFL. Note that such external sites are not owned, controlled, or operated by us. SFL does not endorse or recommend, and hereby expressly disclaims any liability, or warranty (express or implied) for, any information or products offered at such websites. Accordingly, SFL encourages you to be aware when you leave the Website, to read the terms of use and privacy policy of other websites that you visit.

### **Limitation of liability**

You agree that all access and use of the Website and its contents is at your own risk. In no event shall SFL be held liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses, or expenses arising in connection with the Website or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if SFL, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

### **Ownership of intellectual property rights and confidential information:**

SFL including its group companies, subsidiaries, agents, licensors and partners, or their third-party data or content providers, have exclusive proprietary rights to the Content provided on this Website.

The Content and the trademarks, service marks, trade names, icons, and logos contained therein ("Marks"), including without limitation, the terms "SFL," and the SFL logos, are owned by SFL in various jurisdictions or usage allowed to SFL and owned by its group companies, subsidiaries, agents, licensors

and partners, or their third-party data or content providers, and are subject to copyright and other intellectual property rights under Indian and foreign laws and international conventions.

SFL including its group companies, subsidiaries, agents, licensors and partners, or their third-party data or content providers retain all respective proprietary rights in the Content and Marks. Content and Marks may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

SFL reserves all rights not expressly granted in and to the Website and the Content. SFL retains all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or by the Website (including all texts, graphics and logos).

You acknowledge and agree that the Website, Content, information, tools and technology used in the building, development, creation and hosting of the Website and any other necessary software used in connection with the Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. SFL owns the copyright to all information, works of authorship on the Website and in the products of SFL.

All trademarks, service marks, and logos used on the Website are the trademarks, service marks or logos of SFL or permitted by the said proprietors for the display on the Website. You shall not use any such names, logos, trademarks, software and works of authorship without SFL's prior written consent.

You agree that other than the right to access the Website and view the information contained on the Website under the terms of use set forth herein, you acquire no ownership, title, right or interest of any kind in or of the Website or any portion of any Content or information on the Website. You further, agree that all title, right and interest therein and thereto remains with SFL.

You shall not copy any of the information or Content provided on the Website and must not copy this information or Content to any other Website or similar forums as your content or otherwise.

## **Remedies**

No delay or omission on the part of the holder of this Agreement in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission, or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies shall be cumulative and may be pursued singly, successively, or together, at the sole discretion of the Lender.

## **Events of Acceleration**

The occurrence of any of the following shall constitute an "Event of Acceleration" by the Lender under this Agreement.

Borrower's failure to pay any part of the principal or interest as and when due under this Agreement; or Borrower's becoming insolvent or not paying its debts as they become due.

## **Acceleration**

Upon the occurrence of an Event of Acceleration under this Agreement, and in addition to any other rights and remedies that Lender's may have, Lender shall have the right, at its sole and exclusive option, to declare the balance of the Loan AND the Security described in section 7 immediately due and payable.

## **Subordination**

The Borrower's obligations under this Agreement are subordinated to all indebtedness of the Borrower or any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Agreement and such subordination is required under this Agreement providing for such indebtedness.

## **Waivers by Borrower**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

## **Successors**

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties to this Agreement.

## **Governing law and jurisdiction**

You agree to abide by all applicable local, state, national, and international laws and regulations in your use of the Website. Our Website is available only to individuals who are permitted to use it under applicable law. If you do not qualify, please do not use our Website. You agree to be solely responsible for your actions and the contents of your transmissions through the Website.

You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity. You represent and warrant that you possess the legal right and ability to accept these Terms of Use and to use the Website in accordance with these Terms of Use. Unauthorized use of this Website, including but not limited to unauthorized entry into SFL's systems, misuse of passwords, or misuse of any information posted on a site, is strictly prohibited.

These Terms of Use shall be governed in all respects by the laws of India. We consider ourselves and intend to be subject to the jurisdiction only of the courts of Bangalore, Karnataka, in India. The failure of SFL to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The Shaan Finance Ltd website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

Your use of SFL constitutes your agreement to all such terms, conditions, and notices.

**Entire agreement/severability:**

These Terms of Use, together with the Privacy Policy, Legal Disclaimers and any other legal notices or such disclosures published by SFL on the Website and/or any related third-party Website that links to this policy, including any content, functionality and services offered on or through the site(s) is the entire Contract between you and SFL.

If any provision of these Terms of Use, is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, Privacy Policy, Legal Disclaimers, and any other legal notices or such disclosures published by SFL, which shall remain in full force and effect.

**No waiver:**

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and SFL's failure to assert any right under these Terms of Use shall not constitute a waiver of such right.

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