
TERMS OF USE



Kannattu Fingold Finance Pvt Ltd

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Terms of Use

S. No.	Version Revision	Effective Date	Reviewer	Summary of Change	Number of Pages
1	1.0			First Version	25

Welcome to <https://kannattu.com/>. This Website is owned and operated by Kannattu Fingold Finance Pvt Ltd, having its registered office at No: 7, Ground Floor, Karuneegar Street Adambakkam, Chennai – 600088 (Near: St Thomas Mount Railway Station) Tamil Nadu. By using KFFPL loan services or the services provided herein, you are agreeing to be bound by our terms and conditions.

This electronic record is generated by a computer system and does not require any physical or digital signatures. By engaging with KFFPL's services through our website <https://kannattu.com/>, you are expressly consenting to be bound by the terms outlined in this User Agreement. Please ensure that you read and understand all the provisions of this document before you start using the KFFPL services. Your utilization of KFFPL services include availing credit services to MSMEs from <https://kannattu.com/>. If you do not agree or accept any of the Terms and Conditions contained herein, then please do not use KFFPL's website or avail any of the services being provided therein.

If this document is not in a language that you understand, you shall contact KFFPL at the email grievances@kannattu.com.

By visiting our website and accessing the information, services, and products we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as "User Agreement"), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy link of this Website for more information).

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions about electronic records in various statutes as amended by the Information Technology Act, 2000. 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 Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms & Conditions, and Terms of Use for access or usage through the domain and sub-domains of Kannattu Fingold Finance Pvt Ltd

1. Agreement to Terms

- 1.1. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("User") and Kannattu Fingold Finance Pvt Ltd, doing business as KFFPL ("KFFPL ", "we", "us", or "our"), concerning your access to and use of the <https://kannattu.com/> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use.

- 1.2. If you do not agree with all of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately.
- 1.3. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.
- 1.4. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 1.5. The users shall provide their financial data and details only after agreeing with the terms of use.
- 1.6. The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

- 1.7. By accessing and/or using the Platform <https://kannattu.com/> or availing loan services through <https://kannattu.com/> you agree to be bound by these Terms of Use, whether you are:
- 1.7.1. a “Customer,” meaning that you are availing any of the loan services from <https://kannattu.com/>, you acknowledge and agree to the terms and conditions outlined in this agreement.
- 1.7.2. A “User” means any individual or entity that accesses or utilizes the services provided by the KFFPL through <https://kannattu.com/>. This includes but is not limited to individuals seeking loan services, borrowers, applicants, visitors to the website, and any other party interacting with the <https://kannattu.com/>. The term “user” encompasses both registered account holders and individuals accessing the website without registration.
- 1.8. For these Terms of Use, along with any amendments to the same. The terms “We”, “Us”, and “Our” shall mean and refer to the <https://kannattu.com/> and/or the <https://kannattu.com/>, depending on the context.
- 1.9. You are authorized to use the <https://kannattu.com/> services only if you agree to abide by all Applicable laws, rules, and regulations and these Terms of Use.
- 1.10. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE KFFPL SERVICES AND ITS ONLINE PLATFORM. The KFFPL INCLUSIVE FINANCE PVT. LTD. ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE EXCLUSION OF ALL OTHER TERMS.

- 1.11. We reserve the right to change or modify these Terms of Use at our sole discretion at any time. Any change or modification to these Terms of Use will be effective immediately upon posting by Kannattu Fingold Finance Pvt Ltd on a Platform. You are responsible for periodically reviewing the most up-to-date version of these Terms of Use.
- 1.12. Your continued use of the Digital Platforms of KFFPL or Online Content constitutes acceptance of any changes or modifications made by us to these Terms of Use.

2. User Representations

- 2.1. By using the Site, you represent and warrant that:
- 2.1.1. All information you submit for loan application will be true, accurate, current, and complete;
 - 2.1.2. You will maintain the accuracy of such information and promptly update such information as necessary;
 - 2.1.3. You have the legal capacity and you agree to comply with these Terms of Use;
 - 2.1.4. You are not a minor in the jurisdiction in which you reside.
 - 2.1.5. If you are a minor, i.e. under the age of 18 years and over the age of 13 years, you may use the Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.
 - 2.1.6. You are not “incompetent to contract” within the meaning of the Indian Contract Act, of 1872;
 - 2.1.7. You will not access <https://kannattu.com/> through automated or non-human means, whether through a bot, script, or otherwise.

- 2.1.8. You will not use <https://kannattu.com/> for any illegal or unauthorized purpose; and
- 2.1.9. Your use of <https://kannattu.com/> will not violate any applicable law or regulation.
- 2.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your application and refuse any and all current or future use of our services (or any portion thereof).

3. Overview of Services

- 3.1. <https://kannattu.com/> is an online platform facilitating loan services to users. KFFPL platform offers credit services. Through our user-friendly interface, individuals and businesses can easily access and avail themselves of these loan services to meet their varied financial needs and aspirations.
- 3.2. We reserve the right to correct any errors or mistakes in loan terms, interest rates, or other loan-related information provided on our platform. Prior intimation shall be given to the KFFPL for any corrections or modifications to the loan terms. We also reserve the right to reject or decline any loan application submitted through our platform based on KFFPL's internal policies, credit assessment criteria, and regulatory requirements.
- 3.3. The KFFPL prohibits engaging in any illegal activities, including but not limited to money laundering, fraud, bribery, corruption, terrorist financing, or any other unlawful conduct. Additionally, the KFFPL strictly prohibits providing loans for any purposes that are illegal or contrary to applicable laws and regulations. Any violation of this prohibition may result in immediate termination of services and legal action.

4. Loan Application

- 4.1. When applying for a loan through <https://kannattu.com/>, users must agree to provide accurate and complete information in their loan application.
- 4.2. At the time of application, we may collect the following personally identifiable information about you:
 - 4.2.1. Name – including first and last name,
 - 4.2.2. Email address,
 - 4.2.3. Mobile Number,
 - 4.2.4. Other contact details,
 - 4.2.5. PAN Number
 - 4.2.6. Demographic profile (like your age, gender, address, etc.).
- 4.3. Information collected about you is subject to the Privacy Policy of Kannattu Fingold Finance Pvt Ltd, which may be read as part and parcel of these Terms of Use.
- 4.4. Customers may further acknowledge that any false or misleading information provided in the loan application may result in the rejection of their application or termination of services.
- 4.5. KFFPL reserves the right to verify the information provided and conduct credit checks as part of the loan application process.

5. Applicable Fee

- 5.1. Customers are liable to pay the applicable convenience fee or loan processing fee for the loan services availed, as mentioned in the loan service details.

- 5.2. The KFFPL reserves the right to amend the charges for its loan services offered through <https://kannattu.com/>. However, in such cases, the increased price shall be reflected in the services pricing section. Such changes are effective as soon as they are posted on the Site with the services description.
- 5.3. You agree to pay all charges or fees at the prices then in effect for your availed type of loan, and you authorize us to charge your chosen payment provider for any such amounts upon availing of such loan.

6. Access to your Information

- 6.1. The customers have the right to see what categories of personal information <https://kannattu.com/> collects about them. It is explained in the Privacy Policy section of the <https://kannattu.com/>. However, the Kannattu Fingold Finance Pvt Ltd reserves the right to withhold certain sensitive information, where disclosure may pose a significant risk to the customer, their personal information, or the integrity of our business operations.

7. Security Measures

- 7.1. Transactions on the Website are secure and protected. Any information entered by the customer when transacting on the Website is encrypted to protect the customer against unintentional disclosure to third parties.
- 7.2. The customer's credit and debit card information are not received, stored by, or retained by the Kannattu Fingold Finance Pvt Ltd / <https://kannattu.com/> / in any manner. This information is supplied by the customer directly to the relevant payment gateway, which is authorized to handle the information provided, and is compliant with the

regulations and requirements of various bank institutions and payment franchisees that it is associated with.

8. Prohibited Activities

- 8.1. You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 8.2. As a user of the Site, you agree not to:
 - 8.2.1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - 8.2.2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information.
 - 8.2.3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
 - 8.2.4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
 - 8.2.5. Use any information obtained from the Site to harass, abuse, or harm another person.
 - 8.2.6. Make improper use of our support services or submit false reports of abuse or misconduct.
 - 8.2.7. Use the Site in a manner inconsistent with any applicable laws or regulations.

- 8.2.8. Engage in unauthorized framing of or linking to the Site.
- 8.2.9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- 8.2.10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 8.2.11. Delete the copyright or other proprietary rights notice from any Content.
- 8.2.12. Attempt to impersonate another user or person or use the username of another user.
- 8.2.13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 8.2.14. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

- 8.2.15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- 8.2.16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 8.2.17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 8.2.18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 8.2.19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- 8.2.20. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means to send unsolicited email, or create user accounts by automated means or under pretenses.

9. Intellectual Property Rights

- 9.1. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us,

and are protected by copyright and trademark laws, international copyright laws, and international conventions.

- 9.2. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 9.3. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.
- 9.4. The user may not modify, distribute, or re-post anything on <https://kannattu.com/> for any purpose. The names and logos and all related product and service names, design marks, and slogans are the trademarks/service marks of Kannattu Fingold Finance Pvt Ltd, its affiliates, its partners, or its suppliers/service providers.
- 9.5. The Company is not responsible for the content of any third-party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access a link to any third-party websites, you do so entirely at your own risk and expense.

10. User Generated Content

10.1. The Site does not allow users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated by the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

10.1.1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

10.1.2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.

10.1.3. Your Contributions are not false, inaccurate, or misleading.

10.1.4. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

- 10.1.5. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- 10.1.6. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- 10.1.7. Your Contributions do not violate any applicable law, regulation, or rule.
- 10.1.8. Your Contributions do not violate the privacy or publicity rights of any third party.
- 10.1.9. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- 10.1.10. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 10.2. Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

11. Contribution License

- 11.1. You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).
- 11.2. By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.
- 11.3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for

any statements or representations in your Contributions provided by you in any area on the Site.

- 11.4. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any responsibility and to refrain from any legal action against us regarding your Contributions.

12.Submissions

- 12.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property.
- 12.2. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

13.Advertisers

- 13.1. We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.

- 13.2. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

14.Site Management

- 14.1. We reserve the right, but not the obligation, to (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

15.Privacy Policy

- 15.1. We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which aligns with these Terms of Use. Please be advised the Site is hosted in India. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Site, you are transferring your data to India, and you agree to have your data

transferred to and processed in India. You may access the Privacy Policy in the Privacy Policy section of the website.

16.Term and Termination

16.1. These Terms of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or any applicable law or regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

16.2. If we terminate your usage or participation on the website, you cannot avail of the services using the same. We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

17.Modifications and Interruptions

17.1. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

17.2. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or

need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

- 17.3. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

18. Governing Law

- 18.1. These Terms shall be governed by and defined following the laws of India. Kannattu Fingold Finance Pvt Ltd and you irrevocably consent that the courts of India at Chennai, Tamil Nadu shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

19. Dispute Resolution

- 19.1. Informal Negotiations: The Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
- 19.2. Binding Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the Arbitrator following the procedure mentioned in the Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration, shall be Chennai, Tamil Nadu, India. The language to be used in the

arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of India.

20. Corrections Rights

20.1. There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

21. Disclaimer

21.1. The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

21.2. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

22. Limitation of Liability

22.1. In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect,

consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein.

23.Indemnification

- 23.1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (1) use of the Site; (2) breach of these Terms and Condition of Use; (3) any breach of your representations and warranties outlined in these Terms and Condition of Use.
- 23.2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

24.User Data

- 24.1. We will maintain certain data that you transmit to the Site to manage the performance of the Site, as well as data relating to your use of the Site. Although we perform routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.
- 24.2. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any

right of action against us arising from any such loss or corruption of such data.

25.Electronic Communications and Transactions

25.1. Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communication be in writing.

25.2. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

26.Miscellaneous

26.1. These Terms of Use and any policies or operating rules posted by us on the Site or concerning the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

26.2. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

26.3. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that

these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

26.4. The data collected is governed by the Information Technology Act 2000 and all the amendments thereto.