

Welcome to Gyandhan.Com (hereinafter 'the website.'). 'Senbonzakura Consultancy Private Limited', having its registered office at E-43/1, Okhla Phase II, Okhla Industrial Area, New Delhi, Delhi 110020 (hereinafter referred to as 'the Company', 'we' and 'our') provides access to the website to you, subject to the terms contained herein (hereinafter 'the/this TOU'). Please read this TOU carefully before using the website. By using the Website, you signify your agreement to be bound by this TOU.

This TOU constitutes an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

GYANDHAN- TERMS OF USE

1. Definitions

Words used in this TOU shall have the following meanings assigned to them:

- A) 'Computer'
Any device used to access the website.
- B) 'Intending Borrower"
 - i) An individual who is in need of a loan and/or a scholarship grant/aid to fund his/her education/training programs/co-curricular activities and has registered on the website as a 'Borrower'.
 - ii) An institution which is in need of a loan/scholarship grant/aid to fund the education/training programs/co-curricular activities of its members/students.
- C) 'Intending Lender"
An individual and/or an institution interested in exploring opportunities to communicate with 'intending borrowers' and has registered on the website as a 'Lender'.
- D) 'User'
Every person visiting/accessing this Website.

2. WHAT DO WE DO? WE FACILITATE COMMUNICATION BETWEEN INTENDING BORROWERS AND INTENDING LENDERS.

The Website is a venue for users to exchange information with the eventual goal of entering into a Lender-Borrower relationship. There is no guarantee that that an Intending Borrower will successfully secure credit or receive any expression of interest from any Intending Lender. Similarly, there is no guarantee that an Intending

Lender will successfully find an Intending Borrower who is credit worthy in the opinion of the Intending lender.

2A. WHAT DO WE CHARGE?

We charge a usage fee, which is charged only if/when two users enter into an agreement to give/receive funds.

If the Lender is a financial institution, like a bank, we do not charge any fees from the Borrower. Our corporate level agreements with the Lender in such cases ensure that the Lender pays us a commission based on every loan that gets sanctioned.

If the Lender is not a financial institution the fee structure is different. Currently, we charge 2 % of the total money being given by one user to another. 1% of this fee is payable by the lender and the remaining 1 % is payable by the borrower. This fee is subject to change without prior notice.

3. SAMPLE AGREEMENTS PROVIDED ON THE WEBSITE ARE NOT MANDATORY.

The Website may, from time to time provide sample borrower-lender agreements/formats which can be used by users at their discretion. However, using the aforementioned agreements is not mandatory. Every user is free to execute contracts which are in variance from the sample agreements available on the Website.

4. PLEASE CONSULT A LAWYER.

It is strongly advised that a user consult a lawyer/legal consultant of their own choice before exchanging any information; entering into any agreement and/or entering into any relationship with any user.

5. WE DO NOT VOUCH FOR THE INTEGRITY AND/OR CREDIT WORTHINESS OF ANY USER OF THIS WEBSITE.

Except to the extent specifically mentioned in these Terms of Use, we do not involve ourselves in the agreements/communication/dealing between users/intending borrowers/intending lenders. We do not ensure the integrity and/or credit-worthiness of any user. The user is solely responsible for assessing the integrity, credentials and credit-worthiness of all persons with whom any user communicates on the Website.

6. We are not an agent of any user.

7. No recipients of content from the Website should act, or refrain from acting on account/premise of any or all the contents of the Website.

8. THE WEBSITE/WE are NOT:

- i) a Bank of any nature;

- ii) an investing agency of any nature;
- iii) a Lender, a borrower or a guarantor of any kind;
- iv) a verification agency of any kind;
- v) an intermediary of any kind;
- vi) a Non-Banking Financial Company
- vii) a Credit information Company
- viii) a Credit rating company

9. **LICENSE**

- i) We grant to every user a limited license to access and make personal use of this Website but not to download (other than page caching) or modify it, or any portion of it. This license does not include any resale or commercial use of the Website or its contents; any downloading or copying of any information or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of it (including but not limited to any copyrighted material, trademarks, or other proprietary information) shall not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without our express written consent.
- ii) The user is prohibited from framing or using framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Website without express written consent. The user is also prohibited from using any Meta tags or any other "hidden text" in the Website. Any unauthorised use terminates the license granted by the Website.
- iii) The user is granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of the Website as long as the link does not portray the Website, the company, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. The user is prohibited from using any logo or other proprietary graphic or trademark of the Website and/or the company as part of the link without our express written consent.

10. **RIGHT TO MODIFY TERMS OF USE WITHOUT PRIOR NOTICE**

We reserve the right to make changes to the Website, policies, this TOU and any fee charged at any time without any prior notice. The user will be subject to the policies and terms in force at the time that he/she uses the Website. If any of these conditions is deemed invalid, void, or for any reason

unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any/all remaining condition(s).

11. **CONFIDENTIALITY OF ACCOUNT DETAILS IS THE RESPONSIBILITY OF THE USER**

Users are responsible for maintaining the confidentiality of their account and password, for restricting access to the computer used to access the Website to prevent unauthorised access to their accounts. Users are responsible for all activities that occur under their account and/or password. Users should take all necessary steps to ensure that the password is kept confidential and secure and should inform the Website immediately if they have any reason to believe that their password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Users are responsible for ensuring that the details provided to/on the Website are correct and complete and inform us through the Website immediately of any changes to the information that provided by them. Users can access and update much of the information provided by them with in the 'profile' area of the Website. We reserve the right to refuse access to the Website, terminate accounts, remove or edit content at any time without notice to the user.

12. Reasonable efforts will be made to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, access to the Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

13. Users must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. Users understand that it is them and not the Website or the Company which is responsible for all electronic communications and content sent from their computer to us and they must use the Website for lawful purposes only. Users are prohibited from using the Website for any of the following:

- i) for fraudulent purposes, or in connection with a criminal offense or other unlawful activity';
- ii) to send, use or reuse any material that does not belong to them; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or

threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";

iii) to cause annoyance, inconvenience or needless anxiety.

14. Users may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. We reserve the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of the Website violates this TOU and, or terminate any user's permission to access or use the Website.
15. If any user posts content or submits material, unless it is indicated otherwise and to the extent permitted by law, the user:
 - (a) grants to the Company and its affiliates and licensees a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
 - (b) grants to the Company and its affiliates and sub licensees the right to use the name that the user submits in connection with such content, if they choose.
16. The rights granted by the user in Clause 15 of these terms are irrevocable during the entire period of protection of a user's intellectual property rights associated with such content and material. The user agrees to waive his/her right to be identified as the author of such content and the right to object to derogatory treatment of such content. The user agrees to perform all further acts necessary to perfect any of the above rights granted by the user to the Company, including the execution of deeds and documents, at its request.
17. The user represents and warrants that he/she owns or otherwise controls all of the rights to the content that posted by him/her or otherwise provided on or through

the Website; that, as at the date that the content or material is submitted to the Website: (i) the content and material is accurate; (ii) use of the content and material user supplies does not breach any applicable policies or guidelines of the Website and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. The user agrees to indemnify the Company and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

18. If any user believes that any content on the Website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses (hereinafter 'objectionable content'), it is requested that the user immediately notifies the Website by following the procedure at www.gyandhan.com/notice.pdf. Once this procedure has been followed and if in the discretion of the Website/the Company the material/contents are found to be objectionable, the Website will make reasonable efforts to remove such objectionable content within a reasonable time.
19. All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company, its affiliates or its content suppliers and is protected by law. The compilation of all content on this Website is the exclusive property of the Company and its affiliates and is protected by law. All software used on this Website is the property of the Company, its affiliates or its software suppliers and is protected by law. Users are prohibited from systematically extracting and/or re-utilising parts of the contents of the Website.
20. The Company and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow the procedure at www.gyandhan.com/notice.pdf.

21. **LIMITED LIABILITY & WARRANTY**

Use of the Website is exclusively at the risk of the users.

- i) Users acknowledge and undertake that they are accessing the Website and transacting at their own risk and are using their best and prudent judgment before entering into any transactions with any other user. We shall neither be liable nor responsible for any actions or inactions of any user. We hereby expressly disclaim and any all responsibility and liability in this regard.

- ii) We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is suffered by the user.
- iii) We will not be responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, backup failure, file corruption, or any other reasons.
- iv) Third party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity or profanity in the statements, opinions, representations or any other form of information contained in any third party content appearing on the Website. The user understands that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of the Company.
- v) We shall in no event be responsible for any damage that occurs to the computer used by the user to access the Website.
- vi) The Website is provided on an "as is" basis. THE COMPANY, IT'S DIRECTORS, ITS EMPLOYEES AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY'S RIGHT, AND FITNESS FOR PARTICULAR PURPOSE.
- vii) Without limiting the foregoing, The Company, its Directors and Affiliates make no representations or warranties about the accuracy, reliability, completeness, correctness, or timeliness of any content, software, text, graphics, links, or communications provided on or through the use of the Website. In no event shall the Company/the Website, its licensors, its suppliers, or any third parties mentioned on the Website be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Website whether based on warranty, contract, tort, or any other legal theory, and whether or not the Website/the Company is advised of the possibility of such damages.

22. ANY TRANSACTION/AGREEMENT BETWEEN USERS WILL BE BIPARTITE & AT THE EXCLUSIVE RISK OF SUCH USERS.

It is however reiterated and made abundantly clear that such aforementioned relationship/agreement shall be bipartite between the borrower and the lender. The Website/the Company will not be privy to any such contract. In the event any user fails to honour its obligations/promises towards another user, the aggrieved user

shall be exclusively responsible and liable to insofar as the pursuit of remedies against such defaulting user is concerned. We do not vouch for the credibility, integrity and credit worthiness of any users, all users are advised to conduct a thorough due diligence before entering into agreement/transaction with any other user.

23. COMMUNICATION BETWEEN THE WEBSITE AND USERS.

Submission of any contact details by the user on the Website shall be treated as consent of the User to be contacted by us via the mode of contact whose details have been shared by the user.

24. SEVERABILITY

The invalidity or unenforceability of any provision of this TOU shall not affect the validity or enforceability of any other provision of this TOU, which shall remain in full force and effect.

25. INDEMNITY

The user agrees that we are not responsible for any harm that his/her use of this Website may cause. The user agrees to indemnify, defend, and hold us harmless from and against any and all liability and costs incurred in connection with any loss, liability, claim, demand, damage, and expenses arising from or in connection with the contents or use of the service. The user agrees that this defence and indemnity shall also apply to any breach by the user of this TOU or the foregoing representations, warranties and covenants. The user further agrees that this defence and indemnity shall include without limitation lawyer fees and costs. The user also agrees that this defence and indemnity shall apply to the Website, the Company and its founders, officers and employees. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the user and the user shall not in any event settle any matter without the written consent of the Company.

26. Use of the Website is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872.

27. We will not be responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

28. In the event of any user acting/omitting to act in breach of this TOU, omission on part of the Company to pursue their remedies against such breach shall not constitute a waiver of the rights of the Company to pursue such remedies.

29. Certain sections of the Website may require users to register. If registration is requested, the user agrees to provide the Website with accurate and complete registration information. It is the user's responsibility to inform the Website of any changes to that information. Each registration is for a single person only, unless

specifically designated otherwise on the registration page. The Website/the Company does not permit a) any other person using the registered sections under your name; or b) access through a single name being made available to multiple users on a network. The user is responsible for preventing such unauthorized use. If the user believes there has been unauthorized use, he/she shall notify the Website immediately. If it is found that unauthorized use is being made of the Website, the right of any or many users may be terminated.

30. Credit Card/Bank Information- Your online transaction on GyanDhan is secure with the highest levels of transaction security currently available on the Internet. GyanDhan uses 256-bit encryption technology to protect your card information while securely transmitting it to the respective banks for payment processing. All credit card and debit card payments on GyanDhan are processed through secure and trusted payment gateways managed by leading banks. Banks now use the 3D Secure password service for online transactions, providing an additional layer of security through identity verification.

31. **PRIVACY POLICY**

The Privacy Policy contained at www.gyandhan.com/privacy.pdf forms a part of this TOU. The personal information /data provided to us by any user during the course of usage of the Website will be treated in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the Website.

32. **ENTIRE AGREEMENT**

This TOU together with the documents [referred to in this Agreement] constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

33. **APPLICABLE LAWS & DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this TOU and/or the Website and/or the Company shall be decided by Arbitration in accordance with laws of India. The Arbitral Tribunal shall consist of one arbitrator who will be appointed by the Company. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any other dispute or disagreement of a legal nature will also be decided in accordance with the laws of India, and the Courts at New Delhi shall have exclusive jurisdiction in all such cases.

