

# TERMS AND CONDITIONS OF USE

## SAHABHAGI

As used herein, "Company", "SahaBhagi", "Ourselves", "Mobile App", "We", and "Us" collectively refers to the internet website "SahaBhagi.com" ("SahaBhagi Mobile Apps") and to its owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, and attorneys. "Client", "Customer", "User", "You" and "Your" refers to you, the person accessing "SahaBhagi" by accepting the Terms of Use. "Party" refers to either You or us and "Parties" refers to You and us collectively.

Depending upon context, "SahaBhagi" may also refer to the services, products, website, content or other materials (collectively, "Materials") provided by the Company.

By using the Mobile App and further by accepting to avail the services offered by the Mobile App ("Service"), You are hereby agreeing to accept and comply with the terms and conditions of use stated herein below ("Terms of Use").

You should read, agree, and accept the entire Terms of Use prior to Your use of this Mobile App or any of the Service provided by us. You are hereby expressly barred from accessing the Mobile App or availing the Service unless You agree and accept these Terms of Use.

As long as you agree to and comply with these Terms of Use, SahaBhagi grants to You a personal, non-exclusive, non-transferable, non-sublicensable, and limited right to enter and use the Mobile App and the Service.

## DISCLAIMER

1. SahaBhagi only provides apps for managing financial self-help groups (SHG). It does not participate into any of such groups.
2. SahaBhagi and its owners/affiliates are not liable for any damages caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in transmission or operations, computer virus, communications line failure, and unauthorized access to the personal accounts. SahaBhagi is not responsible for any technical failure or malfunction of the software or delays of any kind. We are also not responsible for non-receipt

of registration details or e-mails. Users shall bear all responsibility of keeping the password secure. SahaBhagi is not responsible for the loss or misuse of the password.

3. SahaBhagi is not responsible for the content of any of the linked sites. By providing access to other web-sites, SahaBhagi is neither recommending nor endorsing the content available in the linked websites.

## Terms of Service:

1. The Services operated by the Company in the name of SahaBhagi allows **SHG** to digitize their financial records. This enables good governance and transparency in SHG.
2. SahaBhagi does not provide any warranty of any kind, either express or implied. Services and the Mobile App and any information or content contained therein is provided on an "as-is" and "as available" basis.
3. All Services are provided without warranty of any kind, either express or implied. While we strive to provide you with the uninterrupted Service, we do not guarantee that the access to this Mobile App will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. We will use reasonable endeavors to ensure that the Mobile App can normally be accessed by You in accordance with these Terms of Use. We may suspend use of the Mobile App for maintenance and will make every reasonable effort to give You reasonable notice. You acknowledge that such notice, however, may not be possible in every situation.

## Privacy Policy:

- SahaBhagi collects your mobile number & address to verify you on mobile app.
- SahaBhagi does not in any way obscure the information that it does request or obtain.
- We may also place cookies on Your device while You access the Website/Mobile App. Cookies collect User information including Mobile App usage, visits to the Mobile App and other User generated information. Cookies allow Users to navigate from page to page without having to re-login each time, count visits, and see which areas and features of the Mobile App are popular. Any sensitive information in these cookies are encoded so that only SahaBhagi can interpret the information stored on them. The cookies are placed for the following purposes:
  - Recognize You as a SahaBhagi User,
  - Collect information about Your computer to mitigate risk and help prevent fraud,
  - Customize Your experience, content, and advertising, and
  - Measure promotional effectiveness.

- Further, use of cookies and other technologies may allow SahaBhagi and third parties to collect information about User browsing activities over time and across different Mobile Apps following use of Service.
- SahaBhagi may also uses third party analytical tools to collect data about usage of Mobile App. The information collected identifies the types and timing of actions taken, including installation, registration, uploading, and certain types of navigation.
- All of this information is used internally for the purpose of understanding how the Mobile App is being used and to improve the same.
- You accept that SahaBhagi will comply with all legal requests for information and reserves the right to share the information shared by You in its sole discretion.

## Limited Right of Use

1. Unless otherwise specified, all Materials on this Mobile App are the property of the Company and are protected by copyright, trademark, and other applicable laws.
2. You may view, print, and/or download a copy of such Materials on any single computer solely for Your personal, informational, non-commercial use, provided You keep intact all copyright and other proprietary notices. T
3. The trademarks, service marks, and logos of SahaBhagi and others used in this Mobile App ("Trademarks") are the property of the Company and their respective owners.
4. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Mobile App belong to Company.
5. The Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated.
6. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

## Usage:

Each User shall ensure compliance to the following terms while availing or accessing the Mobile App or the Service:

1. The Mobile App is solely for personal and non-commercial use.
2. By accessing the Mobile App, You agree to provide Company with current, accurate, and complete information about Yourself as prompted by our Privacy Policy, and to keep such information updated.

3. If there is any suspicious activity related to the transaction undertaken by You via the Mobile App, We may, but are not obligated, to request additional information from You, including authenticating documents, and to freeze any transactions pending Our review.
4. You are required to notify SahaBhagi, immediately, of any unauthorized use of the Mobile App or Service that You may become aware off, by Calling on support number 93-585-588-94 . The User who violates these Terms of Use may be the concerned authorities or restricted from accessing the Mobile App, and further shall also be held liable for losses incurred by Company or any User of the Mobile App.
5. **You hereby agree that You shall not use the Mobile App or our Service, in connection with any activity violating any law, statute, ordinance, or regulation of any jurisdiction. Further, You will not use the Service to perform any illegal activity of any sort, in any jurisdiction, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking.**
6. SahaBhagi only acts as an information intermediary and an aggregator of various discounts available in the city. In case of any technical or manual error that happens by SahaBhagi, the Company will, on a best effort basis, take the steps undertake the requisite corrections including the involved transactions and/or records and will intimate You about the correction in a timely manner. If such correction creates a liability on You, You will be required to incur that liability.
7. You need to understand that You agree to the above and authorise us to suspend Your access if You are found to be in violation of these Terms of Use.

## Prohibition on Money Laundering / Illegal Activities:

SahaBhagi has zero tolerance towards use of its Services for any illegal purpose. Any such abuse by any User shall result in forthwith restriction of access and reporting of such activities to concerned regulatory and statutory authorities. SahaBhagi shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution against You, if required.

1. Users shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details.
2. Users shall not create or circulate any technologies which violate or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details.
3. Users shall not misrepresent, misinform or misguide SahaBhagi in any manner. Users are hereby duly informed that We shall share all details with regulatory or legal authorities and the User shall be solely responsible for the correctness of the contents provided or for legal action for false or incorrect information furnished.

4. Users are cautioned against undertaking any suspicious activity on or through the Mobile App. In the event of any suspicious or large transactions being undertaken by You, SahaBhagi shall have the right but not the obligation to verify such activity by sharing Your IP address with the relevant authority, and if required, suspend the transactions or freeze Your access.

## Limitation of Liability:

1. Users of this Mobile App are responsible for their actions in connection with the use of the Mobile App and Service.
2. SahaBhagi is not responsible for the outcome, whether positive or negative, of any action performed by any of its Users within or related to the Mobile App / Service.
3. The Parties agree that in no event shall SahaBhagi or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the use of our Mobile App, Service, or these Terms of Use.
4. Use of SahaBhagi may carry risks as also detailed in the Risk section above, and is to be used as an experimental software only. In no event shall SahaBhagi be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to these Terms of Use; the Privacy Policy, any service of SahaBhagi, (collectively, all of the foregoing items shall be referred to herein as "Losses"). SahaBhagi is hereby released by You from liability for any and all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if SahaBhagi has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies. Notwithstanding anything else in these Terms of Use, in no event shall the combined aggregate liability of SahaBhagi for any Loss exceed Rs 1000.
5. If We are unable to perform the Service outlined in the Terms of Use due to factors beyond our control including but not limited to an event of force majeure, change of law or change in sanctions policy We will not have any liability to You with respect to the Service provided under these Terms of Use and for a time period coincident with the event.

## Assignment:

1. You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without Your consent. You shall however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.

## Termination:

1. You may terminate this agreement with Us, at any time, following settlement of any pending transactions.
2. You agree that Company may, by giving notice, in its sole discretion, restrict Your access to the Mobile App; including without limitation, suspending or terminating the Service, prohibiting access to the Mobile App and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep You off the Mobile App if We, in our sole discretion, reasonably perceive that You are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Use.
3. We may, in appropriate circumstances and at our sole discretion, initiate the above actions for any reason, including without limitation:
  - a. attempts to gain unauthorized access to the Mobile App or providing assistance to others' attempting to do so;
  - b. usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
  - c. violations of these Terms of Use;
  - d. failure to pay or fraudulent payment for transactions;
  - e. unexpected operational difficulties; or
  - f. upon the request of law enforcement or other government agencies.
4. Consequences of Termination:
  - a. Upon termination of this Agreement or earlier determination, the rendering of the Services shall stand immediately terminated by the Company and the User shall not be entitled to access or avail the Mobile App.

## Jurisdiction:

1. These Terms of Use shall be governed and construed in accordance with the laws of India.

2. The Parties agree to irrevocably submit to the exclusive jurisdiction of the courts in Bhilwara for the resolution of any disputes arising from these Terms of Use.

## Indemnity:

To the full extent permitted by applicable law, You hereby agree to indemnify SahaBhagi, and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or otherwise arising from Your use of the Mobile App, Service, or from Your violation of these Terms of Use.

## Modification of Terms

SahaBhagi reserves the right to change, add or remove or modify the Mobile App, the Service, the Terms of Use or any content therein, at any time, with or without notice, in its sole discretion.

## Contact:

If You have any questions relating to these Terms of Use, Your rights and obligations arising from these Terms of Use and/or Your use of the Mobile App and the Service, or any other matter, please contact us at +91-7737-809-918