

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS" OR "T&C") CAREFULLY.

These Terms form a legal agreement between you, the user of this website, and Chhotaria Securities Pvt. Ltd., the company that owns and operates the CreditSea platform.

CreditSea is the brand name and digital lending platform of Chhotaria Securities Pvt. Ltd., an RBI-registered Non-Banking Financial Company (NBFC). CreditSea is not a separate legal entity. Wherever "we", "us", or "our" is used on this website, it refers to Chhotaria Securities Pvt. Ltd. acting through the CreditSea platform.

By accessing this website or using any information or services available on CreditSea, you agree to these Terms and Conditions. If you do not agree, please do not use the website or its services.

These Terms explain how you may access and use the CreditSea website and its services and replace any previous understanding or agreement related to the use of this website.

Your access to the website and services is subject to your acceptance of these Terms. We may update these Terms from time to time, and continued use of the website means you accept the updated Terms.

If there is any conflict between these general Terms and the terms applicable to a specific product or service, the product- or service-specific terms will apply.

## GENERAL

These Terms set out the conditions applicable to the use of this website and all pages, links, and sections operating under it (collectively referred to as the "Website"). The Website is owned and operated by Chhotaria Securities Pvt. Ltd., an RBI-registered Non-Banking Financial Company (NBFC), and is made available under the brand name "CreditSea." Access to or use of the Website is permitted only subject to these Terms. These Terms apply to every person who visits, browses, or uses the Website in any manner, whether for obtaining information or for availing any services offered by the Company.

These Terms shall be governed by and interpreted in accordance with applicable laws of India, including but not limited to the Indian Contract Act, 1872, the Information Technology Act, 2000, and the rules, regulations, guidelines, and clarifications issued thereunder from time to time. Any activity carried out by the user on the Website shall be deemed to be in compliance with such laws and regulations.

These Terms constitute an electronic record within the meaning of the Information Technology Act, 2000 and are generated by a computer system. They do not require any physical, electronic, or digital signature to make them legally valid and enforceable.

The Company is a Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India and provides lending services in accordance with applicable RBI regulations.

Chhotaria Securities Pvt Ltd  
Nelaush  
Director

## **RESTRICTIONS ON USE**

This Website is owned and operated by Chhotaria Securities Pvt. Ltd. and is made available under the brand name CreditSea. The Website includes content that may originate, fully or partially, from the Company, its group entities, affiliates, licensors, content partners, or other third-party sources. All information, material, and content displayed on the Website are protected under applicable copyright, trademark, and intellectual property laws.

Unless expressly permitted, users are not allowed to alter, duplicate, reproduce, publish, upload, share, transmit, or circulate any content, data, software, or code available on the Website in any form or manner. Any use of the Website or its content beyond permitted limits shall be considered a breach of these Terms and may lead to restriction of access, termination of usage rights, and initiation of appropriate legal proceedings by CreditSea.

## **COMPLIANCE WITH THE TERMS**

By accessing or using this Website, you agree to comply fully with all provisions of these Terms and Conditions. The permission granted to you to use the Website is strictly personal and cannot be assigned, transferred, or shared with any other individual or entity without prior written approval from CreditSea.

You shall be solely responsible for all activities carried out through your account, login credentials, or access methods used on the Website. It is your responsibility to maintain the confidentiality of your passwords and other security details. CreditSea shall not be held liable for any loss, damage, or unauthorised activity arising due to your failure to safeguard such information.

## **CHANGED TERMS**

Chhotaria Securities Pvt. Ltd., operating under the brand name CreditSea, reserves the right to revise, modify, update, or replace these Terms and Conditions, in whole or in part, at any time. Any such changes shall become effective immediately upon being published on the Website or communicated through any other mode as deemed appropriate by the Company.

Your continued access to or use of the Website after such changes have been made shall be treated as your acceptance of the updated Terms. It is your responsibility to review the Terms periodically to stay informed of any modifications.

## **USE OF INFORMATION AND MATERIALS**

All information, content, data, text, graphics, links, and materials made available on this Website are provided solely for general informational purposes. Such content should not be relied upon as the sole basis for making any financial, commercial, or business decisions. Users are advised to exercise independent judgment and, where necessary, seek professional advice before acting on any information available on the Website.

The content on this Website is provided on an "as is" and "as available" basis. All materials are protected by applicable copyright and intellectual property laws. Users are not permitted to copy, download, reproduce, publish, distribute, or share any content from the Website without prior written consent from CreditSea.

## PRODUCTS

The products and services referred to on this Website are made available strictly at the discretion of Chhotaria Securities Pvt. Ltd., operating under the brand name CreditSea, and are governed by the individual contractual terms and conditions under which such products or services are offered. The Company reserves the absolute right to amend, modify, suspend, or discontinue any product or service, either temporarily or permanently, at any time, without prior notice.

The complete range of products or services may not be accessible or applicable in all locations or jurisdictions. Users acknowledge that certain functionalities of the Website require an active internet connection, which may be through Wi-Fi, mobile data, or local area network (LAN). CreditSea shall not be responsible or liable for any non-functioning, delay, or limited access to the Website or its services due to the absence, inadequacy, or interruption of internet connectivity.

All rates, charges, fees, and any illustrative interest rates mentioned on the Website are indicative in nature and are subject to change at the sole discretion of CreditSea, in accordance with applicable laws and internal assessment criteria. Such rates and charges may vary from case to case based on the information, documentation, and evaluation carried out by CreditSea.

## INDICATIVE LOAN TERM

Any loan provided by CreditSea shall be strictly in accordance with the amount, terms, and conditions mentioned in the sanction letter issued to the borrower and the loan documents executed thereafter. The loan amount approved and disbursed shall be based on CreditSea's internal assessment, eligibility criteria, and verification of information and documents submitted by the borrower.

The applicable rate of interest shall be determined by CreditSea after evaluating the borrower's credit profile and risk category and shall be clearly communicated in the sanction letter. The interest rate may differ from borrower to borrower and shall remain subject to revision in accordance with applicable laws and CreditSea's internal policies.

Upon completion of all formalities and satisfaction of required conditions, the approved loan amount shall be disbursed directly to the borrower's designated bank account through recognised banking channels such as NEFT, IMPS, or any other mode as decided by CreditSea.

The borrower shall be required to repay the loan amount along with interest and applicable charges in regular instalments, payable on the scheduled due dates as specified in the

sanction letter or loan agreement. Repayments shall be made without default on the first presentation. To facilitate repayment, CreditSea may provide multiple payment options, including debit card payments, net banking, or direct bank transfers.

In case the borrower faces any difficulty or issue relating to repayment, the borrower is expected to contact CreditSea through the official customer support channels for assistance. Any refunds initiated by CreditSea, if applicable, shall be credited back to the original bank account or payment source from which the transaction was made, within the timelines prescribed under applicable laws.

## **EQUIPMENT**

The user shall be solely responsible for arranging, installing, operating, and maintaining all equipment, devices, software, and internet connectivity required to access and use this Website. This includes, without limitation, computers, mobile devices, browsers, operating systems, and network services. All costs relating to such equipment, internet usage, data charges, and maintenance shall be borne entirely by the user. CreditSea shall not be liable for any loss, delay, interruption, or inability to access the Website or its services arising due to technical issues, device malfunction, software incompatibility, network failure, or any other circumstances beyond its control.

## **INTELLECTUAL PROPERTY RIGHTS**

All rights, title, and interest in the Website, including its content, design, layout, graphics, logos, trademarks, software, source code, and overall functionality, are the exclusive property of Chhotaria Securities Pvt. Ltd., or its licensors. Access to the Website does not grant the user any ownership rights or licence over any intellectual property, except for a limited, non-exclusive, non-transferable right to access and use the Website strictly in accordance with these Terms. The user shall not copy, reproduce, modify, distribute, publish, transmit, or commercially exploit any part of the Website or its content without the prior written permission of the Company. Any unauthorised use or infringement of intellectual property rights may result in legal action and termination of access to the Website.

## **LIMITED USE**

While using the Website or any services provided by CreditSea, the user agrees that they shall not:

1. use the Website or services for spamming, fraudulent, unlawful, or unauthorised activities;
2. violate or infringe the intellectual property rights, privacy rights, or any other legal rights of CreditSea or any third party;

3. upload, post, transmit, or share any content that is unlawful, misleading, offensive, defamatory, or relates to private or personal matters of any individual;
4. refuse to cooperate in any verification, investigation, or confirmation process or fail to provide accurate identity or information when required;
5. remove, bypass, disable, damage, or interfere with any security-related features of the Website or features that restrict or control usage;
6. upload or transmit any viruses, malware, or other harmful computer code designed to disrupt, damage, or limit the functionality of any system or network;
7. attempt to reverse engineer, decompile, disassemble, or otherwise try to access the source code of the Website or its services;
8. use the Website in a manner that may overload, damage, disrupt, or impair its performance or functionality, including automated usage;
9. interfere with or disrupt the Website, its services, or any networks connected to it;
10. use the Website or services to conduct or promote any illegal activity or activity that infringes the rights of others;
11. provide false, inaccurate, incomplete, or misleading information to CreditSea;
12. collect, store, or attempt to obtain personal information of other users without proper authorisation.

## **LINKED WEBSITES**

This Website may contain links to websites operated by CreditSea's group companies, affiliates, or other third parties for the purpose of providing users with additional information or convenience. Such linked websites are not owned, controlled, or monitored by CreditSea. The content, products, services, or information available on these external websites are not endorsed, verified, or supervised by CreditSea. CreditSea does not make any representations or warranties, whether express or implied, regarding the accuracy, reliability, quality, availability, or legality of any content or services offered on such third-party websites. CreditSea shall not be responsible or liable for any loss, damage, or claim arising from the use of, reliance on, or access to any external website through links provided on this Website, and any interaction with such third-party websites shall be at the user's own risk.

## **DATA PROTECTION**

The collection, storage, processing, and transmission of all information obtained through the Website shall be carried out in accordance with the provisions of the Information Technology Act, 2000, read with the Information Technology (Reasonable Security Practices and

Procedures and Sensitive Personal Data or Information) Rules, 2011, the Digital Personal Data Protection Act, 2023, and all other applicable laws, rules, and regulations in force in India.

Any personal data or confidential information obtained by CreditSea in connection with the use of the Website or the availing of its services shall be processed in a lawful, fair, and transparent manner, and only to the extent reasonably necessary for the performance of its obligations, compliance with legal and regulatory requirements, and other legitimate purposes as permitted under applicable law.

CreditSea shall implement appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of personal data, to safeguard such information against accidental loss, destruction, or damage, and to ensure that access to personal or confidential information is restricted only to authorised personnel who are bound by confidentiality obligations. CreditSea shall take reasonable steps to ensure the reliability and integrity of its employees, contractors, and systems having access to such information.

## **REFUND & CANCELLATION POLICY**

Any additional payment made by the user in connection with services availed through the Website shall be refunded in accordance with applicable laws and internal policies of CreditSea, subject to reconciliation of accounts. Where a refund is found to be applicable and initiated by CreditSea, such refund shall be processed and credited back to the original source of payment within the timelines prescribed under relevant statutory requirements. CreditSea reserves the right to verify the transaction details before processing any refund, and no interest shall be payable on the refunded amount unless required under applicable law.

## **DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY**

The use of this Website is entirely at the user's own risk. The Website and all information, content, and services provided through it are made available on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. CreditSea does not warrant that the Website will function uninterrupted, be error-free, secure, or free from viruses or other harmful components, nor does it make any representations regarding the accuracy, reliability, completeness, or suitability of the content available on the Website.

To the fullest extent permitted by applicable law, CreditSea, its affiliates, directors, officers, employees, agents, and service providers shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to the use of, inability to use, or reliance on the Website or its content. This includes, without limitation, damages arising from errors, omissions, delays, interruptions, data loss, system failure, unauthorised access, or any other cause, whether based on contract, tort, negligence, or any other legal theory.

# Grievance Redressal Officer

**Grievance Officer:** Aayushman Singh

**Email:** grievance@chhotariasecurities.com

**Phone:** +91 99934 11885

**Registered Add:** Narayani Building, 2A Sarat Bose Road,  
3rd Floor, Flat No. 3C & 3D,  
KOLKATA - 700020, West Bengal, India.

**Corporate Add:** Offices No. 425, 426, 427, 428, 429, 430, 453, 454, 455  
4th Floor, Magneto Offizo, Labhandi, Raipur (C.G.)

## GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Any dispute, claim, or legal proceeding arising out of or relating to the use of this Website or the services provided through the CreditSea platform shall be subject to the exclusive jurisdiction of the competent courts at Raipur, Chhattisgarh, India.

## DETAILS OF GRIEVANCE REDRESSAL OFFICER

In accordance with the provisions of the Information Technology Act, 2000 and the rules made thereunder, Chhotaria Securities Pvt. Ltd., operating under the brand name CreditSea, has appointed a Grievance Redressal Officer to address user complaints and concerns relating to the Website or the services offered through the CreditSea platform. Any grievance or issue may be reported by the user through the contact details made available on the Website. The Company shall make reasonable efforts to acknowledge, examine, and resolve such grievances in a timely and efficient manner, in compliance with applicable legal requirements.

## BREACH OF THE TERMS

Without prejudice to any other rights available under these Terms or applicable law, if a user breaches any provision of these Terms, or if Chhotaria Securities Pvt. Ltd., operating under the brand name CreditSea, reasonably believes that a user has violated or attempted to violate these Terms, the Company reserves the right to take such action as it may deem appropriate. Such action may include suspending or terminating the user's access to the Website, restricting the use of services, or initiating legal proceedings. These measures may be taken without prior notice, and the Company shall not be liable for any loss or damage suffered by the user as a result of such actions.

Chhotaria Securities Pvt Ltd  
Neelam Singh  
Director