

Terms and Conditions for Use of the Website

Celestia Money Private Limited, is an NBFC licensed to operate by the Reserve Bank of India and a company incorporated in accordance with the Companies Act, 2013 and offers various credit facilities and other services to its customers (hereinafter referred to as "**Company**", "**We**", "**Us**" or "**Our**" which term unless otherwise repugnant to the context shall include its successors and permitted assigns).

These terms and conditions govern the use of the

website, <https://celestiamoney.in/> ("**Website**") by the user (hereinafter referred to as "**User**", "**You**", or "**Your**") and constitute an agreement between: (i) you; (ii) Us; and (iii) various partner banks and financial institutions, as identified. The Company owns and operates the Website whereby We provide information in relation to the credit facilities and services offered by the Company including but not limited to Gold Loan (either: (i) individually from Us; or (ii) jointly from Us and Co-lender), and other facilities that are offered by Us from time to time.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, AND THE COMPANY. THESE TERMS AND CONDITIONS ALONG WITH THE PRIVACY POLICY AND OTHER POLICIES AS AVAILABLE ON THE WEBSITE IS HEREINAFTER COLLECTIVELY REFERRED TO AS "**TERMS**"

BY ACCESSING THIS WEBSITE, OR ANY PAGES THEREOF, AND/OR USING THE INFORMATION PROVIDED ON THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS.

IN THE EVENT THE TERMS ARE NOT ACCEPTABLE TO YOU, PLEASE DO NOT ACCESS THE WEBSITE. THE TERMS CONTAINED HEREIN EXPRESSLY SUPERSEDE ALL PRIOR AGREEMENTS OR ARRANGEMENTS BETWEEN THE COMPANY AND THE USER IN RELATION TO THE BROWSING OR USAGE OF THE WEBSITE.

YOU FURTHER UNDERSTAND THAT THE ACCESS TO THE WEBSITE AND THE OFFER OF SERVICES IS CONDITIONAL UPON YOUR IRREVOCABLE CONSENT AND ACCEPTANCE OF THE TERMS CONTAINED HEREIN (AS MAY BE AMENDED FROM TIME TO TIME).

The User acknowledges that active internet connection will be required to access information and content available on the Website. The Company does not assume any responsibility/liability if the Website is not fully functional due to absence/ insufficiency of the required internet connection.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND THE TERMS CONTAINED IN THE SPECIFIC AGREEMENT EXECUTED BETWEEN THE COMPANY AND THE USER, THE TERMS OF SUCH AGREEMENT SHALL SUPERSEDE THE TERMS CONTAINED HEREIN.

Headings of clauses are only for convenience and are not intended to be used to interpret the contents thereunder. Please read these Terms in full.

I. General

These Terms sets forth the terms and conditions that apply to use of this Website by a User. The Terms are governed by the provisions of the applicable Indian laws, the rules, regulations, guidelines, and clarifications framed thereunder (as may be enacted, amended, supplemented or re-enacted from time to time), including but not limited to:

1. The Indian Contract Act, 1872;
2. The Information Technology Act, 2000;
3. The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and

4. The Information Technology (Intermediaries Guidelines) Rules, 2011.

These Terms and Your activity under these Terms are an electronic record as per the (Indian) Information Technology Act, 2000 and these Terms being electronically generated by a computer system does not require any physical or digital signatures.

A User of this Website availing a loan from Us, or availing a loan under a co-lending arrangement (where loans are disbursed by Us jointly with a Co-lender), is subject to these Terms and the terms and conditions of the Co-lenders, as may be applicable.

II. User Representation

The User of this Website unequivocally declares and agrees that the User is a natural / legal person who has attained the age of at least 18 years and is legally allowed to enter into a contract in India. The User is allowed to utilize the services offered by the Company in accordance with these Terms. By using this Website, the User hereby undertakes to agree and abide by the Terms detailed herein. If the User violates any of these Terms, or otherwise violates an agreement entered into through the medium of the Website, the Company may prohibit the User from using or accessing the Website at any time in its sole discretion, with or without notice.

III. Compliance with Terms

By using the Website, You agree to comply with all of the terms and conditions hereof. The right to use the Website is personal to You and is not transferable to any other person or entity. You are responsible for use of the Website and for ensuring that all use of the Website by You complies fully with applicable laws and the provisions of these Terms.

IV. Confidentiality

You shall be responsible for protecting the confidentiality of the details of the loan disbursed by Us and/or jointly with a Co-lender, including details of the loan ID. Such information shall not be disclosed by You to a third party.

V. Amendment of Terms

The Company reserves right to change or modify, at any time, the Terms, or any part thereof, or to impose new conditions, including but not limited to, adding fees and charges for use of the Website. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, updating the Terms on the Website. Any use of the Website by You after such notice shall be deemed to constitute acceptance by You of such changes, modifications or additions.

VI. Grant of License

The Company grants You a limited license to access and use the Website for availing the services, but not to download any material from it (other than page caching) or modify it, or any portion of it, except with express written consent of the Company. Any unauthorized access to the Website or any networks, servers or computer systems connected to the Website and any attempt to modify, adapt, translate or reverse engineer any part of the Website or re-format or frame any portion of the pages of the Website is not permitted. This license is non-transferable and does not permit any resale or commercial use of this Website or its contents; any downloading or copying of account information for the benefit of anyone other than Your authorized use; or any use of data mining, robots, or similar data gathering and extraction tools. This Website or any portion of this Website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of the Company. Any unauthorized use of the Website shall terminate the permission or revoke the license granted by the Company.

VII. Use of Information

The content (material, information, data, news items, texts, graphics, links etc.) ("**Content**") contained on this Website is provided for general information only and should not be used as a basis for making business/commercial decisions. You are advised to exercise due caution and/or seek independent advice before availing any facility or entering into any financial obligation based on the Content contained on this Website.

The Content contained on this Website or other terms are provided on an "as is", "as available" basis and are protected by copyright. You may not copy, download, publish, distribute or reproduce any of the Content contained on this Website in any form, for any purposes including marketing or advertising, without prior permission of the Company.

VIII. Credit Facilities and Services

1. Credit Facilities

Credit facilities and other services offered by the Company, either individually or together with a Co-Lender, are subject to such terms and conditions, as maybe made applicable to such credit facilities and services, which may be notified by the Company. Such credit facilities and services may be withdrawn or amended at any time without notice by the Company. As a part of such credit facilities, the Company offers Gold loan facilities currently.

A. Loan Facilities

The Company, either individually or with a Co-lender, offers secured Gold loan facilities and unsecured business loan facilities, subject to applicable laws. You may avail such loans from Us, if you are legally permitted to do so under applicable laws. In availing such loans, You will be subject to such terms and conditions, which may be made applicable to You, as may be notified by the Company. The details regarding disbursement and repayment of such loans shall be set forth in Your loan agreement.

2. Other Services

A. Credit Report Facilities

Among the services offered by the Company, You can avail the service of viewing Your credit report. All rates, charges and fees quoted/stated for various credit facilities, services, schemes and interest rates are cited as examples of rates which may be in effect from time to time and are purely indicative rates only and are subject to change at any time at the sole discretion of the Company and are subject to applicable laws. These charges, fees and rates may change depending upon the assessment made in individual cases upon receiving necessary information and documents by: (i) the Company (where the product is issued by the Company solely); and (ii) by the Company and the Co-lender(s) (where the product is issued by the Company and the Co-lender jointly). The loan(s) availed by You from the Company (solely) or the Company and the Co-lender(s) (jointly) shall be governed by the respective loan agreement, the Key Facts Statement (KFS) and such other documents shared with you at the time of the loan being approved/ disbursed.

IX. Monitoring Use of Website

The Company has the right and liberty to monitor the content of the Website at all times which shall include information provided in Your account. The monitoring of the Website is important to determine the veracity of the information provided by You and that every User remains in consonance with the Terms provided herein. Subject to the Terms mentioned herein the Company shall also have the liberty to remove any objectionable content which is in contravention of the Terms herein or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

X. Intellectual Property Rights

The name of the Company, its logo and trademark and the rights in the Website are exclusively owned by the Company. All rights relating to this Website as well as its functionalities are the exclusive property of the Company (particularly including but not limited to copyrights, trademarks, source code, patents as well as any other intellectual property right therein). All the information provided on or via this Website (including all texts, graphics, design or logos) shall be the intellectual property of the Company, its affiliates or its partners (as may be the case).

XI. Privacy Policy

Any information shared by You is governed as per the terms of the Privacy Policy available at www.celestiamoney.in. Please read and understand the terms of the Privacy Policy prior to sharing any information with Us. Any information shared by us with a Co-lender pursuant to a co-lending arrangement (where applicable), will be governed as per the privacy policy of such Co-lender.

XII. Restrictions on Use of the Website

While browsing the Website or availing the credit facilities or other services from the Company, You agree that You shall not:

1. infringe the Company's or any third party's intellectual property rights, rights of publicity or privacy;
2. publish or transmit any message, data, image or program which violates any law or which discloses private or personal matters concerning any person;
3. remove, circumvent, disable, damage or otherwise interfere with security related features of the Website or features that enforce limitations on the use of the Website;
4. upload any viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
5. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof;
6. use the Website in any manner that could damage, disable, overburden, or impair the Website;
7. interfere or disrupt the Website or networks connected to the Website;
8. provide false, inaccurate or misleading information to the Company; and
9. use the Website for illegal or prohibited activities.

XIII. Third Party Websites

This Website may contain links to other websites of affiliate companies and our Co-lenders. This Website also may contain links to external websites, having further linked websites, controlled or offered by third parties, in order to help You find relevant websites, services and/or products which may be of interest to You. The contents displayed or products/services offered on such third-party websites, or their quality thereof are not endorsed, verified or monitored by the Company. The Company further does not assume any liability towards the actions or omissions of the operators or owners of such external links or websites or for any products or services they supply or for the contents of their websites.

XIV. Disclaimers

To the fullest extent permissible pursuant to applicable law, the Company, and any of Company's third-party partners, licensors, and suppliers, disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary

rights. No advice or information, whether oral or written, obtained by You through the Website will constitute or create any representation or warranty not expressly stated herein.

You expressly agree that use of the Website is at Your sole risk. The Website and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Website are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. The Company and any third-party suppliers, licensors, and partners do not warrant that the data, software, functions, or any other information offered on or through the Website will be uninterrupted or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected.

Company and any third-party suppliers, licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Website in terms of correctness, accuracy, reliability, or otherwise.

You understand and agree that if You use, access, download, or otherwise obtain information, materials, or data through the Platform, the same shall be at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and/or other device) or loss of data that results from the download or use of such material or data.

You acknowledge and agree You have entered into these Terms in reliance upon the Disclaimers and the Limitations of Liability set forth herein, that the Disclaimers and the Limitations of Liability set forth herein reflect a reasonable and fair allocation of risk between You and Company, and that the Disclaimers and the Limitations of Liability set forth herein form an essential basis of the bargain between You and Company. Company would not be able to provide the Website to You on an economically reasonable basis without these limitations.

XV. Grievance Redressal

In the event of any grievances, You may notify the same to Us by contacting Our grievance redressal officer as specified under the Grievance Redressal Policy available at www.celestiamoney.in Where applicable, You may notify any grievances to a Co-Lender by contacting its grievance redressal officer as specified under the grievance redressal policy of the relevant Co-Lender.

XVI. Indemnity and Limitation of Liability

You agree to indemnify, save, and hold the Company, and its Co-lenders, affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Website, any violation by You of these Terms, Your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material posted/ transmitted by You on the Website. The Company reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify the Company, including rights to settle, and You agree to cooperate with the Company's defence and settlement of these claims. The Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive any termination of Your use of this Website.

Neither the Company nor any of its Co-lenders, affiliate, contractors, employees, officers, directors, agents and its third-party associates, licensors, and partners shall be liable for any direct or indirect, consequential, special or remote damages whatsoever that may arise from Your use of this Website.

XVII. Governing Law

These Terms shall be governed in accordance with the laws prevailing in India. The Courts in Bengaluru, Karnataka, shall have the exclusive jurisdiction to resolve any dispute that may arise in relation to these Terms.