

I do hereby confirm that:

- I am not a Politically Exposed Person.
- I have read and understood the Terms of Use & Privacy Policy (as stated below) and by continuing with registration, I agree to accept and abide the same.
- I authorize Northern Arc Capital Limited ("**Northern Arc**") to use my permanent account number (PAN) to authenticate and verify my identity and to fetch entity details from any system for the purpose of availing the services.
- By submitting above details, I override my NDNC registration and authorize Northern Arc or its representative to contact me through SMS/ Call/ Email/ WhatsApp for any assistance and this will not cause any inconvenience to me.

A. Term of Use

1. These Terms of Use including the Privacy Policy govern the use of the website of www._____.com ("**Website**") and the services ("**Services**") provided on the Website. Northern Arc kindly requests that all users read the following terms and conditions carefully. By using the Website including but not limited to accessing or visiting or browsing the Website, you ("**Visitor/User/Member**") indicate your acceptance to these Terms of Use and agree to abide by them. The Terms of Use constitute a legal agreement between you, as the user of the Website and us, the owner of the Website. If you do not agree to these Terms of Use, please refrain from using this Website.

2. Northern Arc draws the attention of User to the following '**Terms of Use**':

2.1 Information about us and the website

- (a) The Website is owned and operated by Northern Arc Capital Limited ("**we/us/our**"). We have been incorporated under the Companies Act, 1956 under CIN U65910TN1989PLC017021 having its registered office at Chennai.
- (b) The Website is an online platform to facilitate discounting of invoices and bills of exchange on a pan-India basis. The key participants will be the suppliers ("**Supplier**"), large corporates ("**Buyer**") and Northern Arc Capital Limited ("**Financier**").

2.2 Registration and Access to the Website

- a) In addition to using the Website, the User need to sign such additional documents and agreements ("**Agreements**") as Northern Arc so requires.
- b) The User of this website acknowledges that he/she has the skill and resources necessary to gain access to this Website and use it.
- c) You represent that all the information provided by you is true, correct and accurate and you shall inform us of any change/ amendment in such information from time to time.
- d) You agree not to provide your username and password information to any other person.
- e) You agree to keep your password secure. You agree to immediately notify us of any unauthorised use of your password or any other breach of security.

- f) You shall not host, display, upload, modify, publish, transmit, update or share any information that:
- i. belongs to another person and to which you do not have any right to;
 - ii. is grossly harmful, harassing, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, otherwise unlawful in any manner whatsoever;
 - iii. harms minors in any way;
 - iv. infringes any patent trademark, copyright or other proprietary rights;
 - v. violates any law for the time being in force; (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vi. impersonates another person;
 - vii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with friendly states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
 - viii. represents fraudulent, false or misleading information/documents.
- g) You agree and understand that you shall not sell your access to the Website. You shall not transmit any unnecessary information or unwanted electronic communication viz. spam to other buyers/suppliers of the Website as the case maybe. You will not misuse your right to the Website by introducing viruses, trojans, worms or other material likely to cause harm to the Website. You shall further not gain any unauthorised access to the Website or on any other source to our Website.

3. Intellectual Property Rights

- (a) When you visit our Website, we give you a limited license to access and use our information for personal use.
- (b) You are permitted to download the information available on the Website to any instrument for your use only provided it does not include the right to copy or reproduce the information of our Website on any other platform or medium, without our prior written permission. You shall not use our information for any other purpose other than for the aforesaid. You agree that any use of the proprietary information displayed on the Website shall infringe our intellectual property rights.
- (c) We have copyright on all the contents displayed on the Website including graphics, logo, and software that is either owned or licensed to us other than any third-party contents which are specifically identified as such. Any infringement of our intellectual property rights shall be governed by the applicable law in India.
- (d) The license to access and use the Website does not include the right to copy or reproduce the information of our Website on any other platform or medium, without our prior written permission.
- (e) Except where otherwise specified, any word, logo or device to which is attached the symbols [™] or [®] shall be considered as a registered trademark that is either owned by us or which we have license to use. The right to use the Website does not give a license to use those trademarks in any way.

4. Linked Websites

- (a) You may be able to access and view third party websites through this Website. The links are provided for your convenience only and may not be updated at all times.
- (b) We do not endorse, review, control or examine third party websites and we are not responsible for any content posted on such third-party websites. You understand that the inclusion of links on the Website is not intended as an endorsement or recommendation of any linked website or content of such website.
- (c) You agree that your access to any third-party website is governed by the terms of use of that website and has no relation to the Terms of Use of the Website. You agree and understand that it is your responsibility to comply with the terms and conditions of that website as well.

5. Contents of the Website

- (a) We endeavour to ensure the accuracy, updating and exhaustiveness of the information disseminated on this Website and reserve the right to change the content or presentation of this website at any time and without notice.
- (b) We cannot be held liable for any decision made on the basis of information contained in the Website or for the use that third parties might make of it.
- (d) Certain people or certain countries may be allowed only restricted access to Website.

6. Technical Information

- (a) Users further agree that we cannot be held liable for matters outside our control and for any damage that may be caused by the User's technical environment, in particular computers, software programs, network equipment and any other devices used to gain access to the website or to use it and/or the information it contains.
- (b) You agree and understand that the use of the Website is at your own risk. The Website is being made available to you on an "as is" and "as available" basis without providing any warranties, guaranties or conditions as to the usage being free from any faults, defects, interruptions, errors, viruses or to the accuracy, reliability, availability of content. You agree and understand that we shall not be responsible for any interference or damage that may be caused to your computer resource which arises in connection with your access to our Website.
- (c) You also agree and understand that the information displayed on the Website does not amount to any advice.
- (d) You further acknowledge and agree that we shall not be responsible for any defamatory, offensive or illegal conduct of third parties on our Website, including users and operators of third party websites.

7. Amendments to the Terms of Use

- (a) We reserve the right to amend the Terms of Use from time to time. Any amendment that is made will come into effect from the moment it is displayed on the Website or as displayed on the website of Northern Arc. The updated version of the Terms of Use shall supersede any of the previous versions of the Terms of Use.
- (b) The continued use of the Website shall amount to your acceptance to the Terms of Use of the Website.

8. Disclaimer of liability

The Website of the Bank may require maintenance and during such time it may not be possible to process the request of the Users. This could result in delays and/or failure in the processing of instructions. The Users understands that Northern Arc disclaims all and any liability, whether direct or indirect, in ensuring proper working of the Website. Further Northern Arc shall not be liable for any unauthorized transactions in the account which can be attributed to the fraudulent or negligent conduct of the User.

9. Indemnity

The User agrees to indemnify, hold harmless and defend Northern Arc and its affiliates against any loss and damages that may be caused from or relating to

- (a) Breach of Terms of Use mentioned herein.
- (b) Improper use of the Website by the User.
- (c) Any claims made by third parties.

10. Applicable Law

- (a) The content of the www._____.com website is subject to the law applicable to/in India.
- (b) The Users acknowledge that the terms of the Agreement shall determine the competence of the courts and dispute resolution mechanism with regard to the settlement of the disputes arising from the content and use of the website.

PRIVACY POLICY

The privacy policy ("**Privacy Policy**") governs the use of the website of _____ [www._____.com] ("**Website**", "**we**", "**us**") and the services ("**Services**") being provided on the Website. This Privacy Policy has been duly framed in accordance with the Information Technology Act, 2000 ("**Act**") and the rules made thereunder to ensure maximum protection to the information provided by its users ("**you**").

By using the Website, you agree to abide by the terms and conditions pertaining to collection, retention and use of information set forth in this Privacy Policy.

This Privacy Policy is incorporated in the Terms of Use of the Website and any other agreement, in which there is a specific clause incorporating the Privacy Policy in such agreement. In the event of conflict between the terms of such agreements and the Privacy Policy, the terms of such agreements will prevail and govern so long as they relate to matters specifically referenced herein and this Privacy Policy will apply with respect to all other matters.

1. Mode of Information Collection

- 1.1 We are committed to protecting the privacy of the information being provided by you on the Website.
- 1.2 We may collect personally identifiable information about a customer or former customer of the Website ("**Customer Information**").
- 1.3 We may collect, retain and process the information provided by you through e-mail or filing of forms on the Website including but not limited to Information such as your name, address, contact details, email id, details of the organisation on behalf of whom you are acting (*if applicable*) and other information such as bank account or credit card or debit card or other payment instruments ("**Personal Information**").
- 1.4 Further, we collect, store and process such other information including but not limited to information about your transaction undertaken on the Website, communication made by you, information generated electronically when you visit the Website or use our services and any modifications made to the information provided by you ("**Other Information**").
- 1.5 The "**Service Providers**" (*third parties engaged by Northern Arc who provide range of services like website hosting, digital signature verification .etc.*) and the Website may collect general information on our Website visitors for security and statistical purposes. Such information may include but not limited to certain automatically generated information including your IP address, internet address of the referral site which brought you to visit our Website, date and time of visiting the Website, the name and version of your web browser, online activity, and duration of your online session. We and/ or third-party service providers engaged by us may monitor and collect such information that will enable us to verify your credentials, maintain reasonable security practices, enable inclusion of better services, fulfil your requests and enhance your user experience. Further, we and/ or our Service Providers may also collect "**Cookies**" (*piece of software code that the Website automatically sends to your browser when you access the Website*) in order to collect some of the above-mentioned information that enable us to provide you a better user experience. In some cases, you must accept the Cookies in order to view our Website. We do not link the information we store on the cookies to any personally identifiable information submitted by you. Advertisements may be displayed on our Website as well as on third party websites. When you click such advertisements you may receive another Cookie, which you may or may not choose to accept. The use of cookies by them is subject to the privacy policy and other terms and conditions governing their website ("**Automatically Generated Information**").

Customer Information, Other Information and Automatically Generated Information shall together be referred to as "**User Information**".

2. Usage of Collected Information

- 2.1 The User Information provided by you may be used by us and provided to third party websites, affiliates, consultants, employees in order to manage, collect, store, process the User Information in order to improve the quality, design, functionality and content of the Website and to any governmental authority under applicable law.
- 2.2 The User Information provided by you shall be used to communicate with you by us through newsletters, updates, notifications and other forms of communication. The communication with you might be recorded but will be kept confidential otherwise than when asked to disclose to any governmental authority under applicable law.
- 2.3 The User Information shall be used for purposes in relation to the Website and also for purpose doing market study, data analytics and preparing derivative information out of the same. The User Information shall be retained till the termination of your Agreement or up to such other period as may be considered necessary by us for the purpose of operating the Website.
- 2.4 You shall have the right to view the information provided by you and also to update the information and keep us informed of any such change in case the information provided is deficient or inaccurate.
- 2.5 You undertake that the Personal Information and Other Information provided by you is true and accurate to the best of your knowledge. You agree and understand that we shall not be liable for the authenticity of the Personal Information and Other Information provided by you.
- 2.6 You shall provide us with all the information requested from you on the Website or through any other mode of communication. However, complete functionality of the Website may not be rendered possible if you fail to provide us with certain necessary information.

3. Disclosure of User Information

Any Personal Information provided by you shall be made available to only our Service Providers, third parties, employees, that are connected with or in relation to the Services of the Website. Such third parties shall not disclose the User Information disclosed to it further other than under such circumstances where disclosure is permissible by us under the terms and conditions of the Privacy policy.

4. Links to third party websites

- 4.1 The Website contains links to third party websites. We are not responsible for any content on such third-party websites and we shall not be liable for any breach of privacy policy by such websites. You undertake to read and understand the privacy policy of such third-party websites. For the avoidance of doubt, our Privacy Policy only governs the User Information collected, received, possessed, stored, dealt with or handled for the purposes of Services on our Website.

5. Security Practices

The User Information shall be governed by and protected by us according to the security practices and procedures mandated under the Act and more particularly described under the Information Technology (Reasonable Security Practices & Procedures and Sensitive Personal Data or Information) Rules, 2011.

6. Beware of Phishing Attempts

The User is solely responsible for not falling into the any phishing attempts or visiting fraudulent website which may be virus laden and can be used to download mal-ware to your computer. The User shall take due care & precaution to protect itself from becoming a victim of such illegal phishing attempts.

7. Alteration of the Privacy Policy

The Privacy Policy may be amended, modified or refined from time to time at our sole discretion and the updated Privacy Policy shall be published on the Website and no separate communication shall be made in respect of the same. It shall be your responsibility to keep yourself updated with changes to the Privacy Policy by regularly checking the Website for updates. Usage of the Website pursuant to a change in its Privacy Policy shall be deemed to be acquiescence of the changed Privacy Policy on your behalf.

8. Disclaimer of liability for User Information Security

- 8.1 We take appropriate measures for the protection of the User Information. All the employees, consultants and officers shall always be kept updated of the security and privacy protection procedures or methods.
- 8.2 Notwithstanding the aforesaid, despite our efforts to maintain privacy and confidentiality of the User Information, we may not be able to protect or prevent the unauthorised access or use, software failure or fault, or other factors that may compromise the security of the User Information.
- 8.3 You agree and understand that Internet is not a secure source and therefore, we cannot guarantee the protection of such User Information.
- 8.4 For the avoidance of doubt, if any User Information is compromised despite our efforts to prevent the occurrence of the same, you shall not hold us liable for such breach of privacy protection under the Privacy Policy of the Website.