Terms of Use

These Terms of Use govern your access to and use of the website www.creditmantra.in, operated by Creditmantra Solutions Private Limited (CreditMantra). By registering on the Website, you (User) agree to these Terms. Please also review our Privacy Policy, which forms an integral part of these Terms. If you do not agree to these Terms, do not use the Website or its Services.

These Terms are an electronic record under the Information Technology Act, 2000, and are generated by a computer system, thus do not require physical, electronic, or digital signatures.

1. Description and Acceptance of Services

1.1 Services Provided

We offer the following Services through the Website:

Access to information about financial products/services to help you understand your financial wellness.

Facilitation of financial products/services from banks and financial institutions.

Assistance in assessing your credit health and providing options to improve it, based on your chosen actions.

1.2 Additional Terms

For specific Services, you may need to accept additional terms ("Additional Terms"), which will be provided at the point of access. In case of any conflict, the Additional Terms will prevail for the specific Service.

1.3 Voluntary Participation

You acknowledge that availing of our Services is voluntary, and we provide them on a commercially reasonable effort basis.

1.4 Changes to Services

CreditMantra reserves the right to add, modify, or remove any Services or Website features at any time without prior notice.

1.5 Third-Party Partnerships

We may partner with third parties to facilitate certain Services, including KYC collection, credit assessment, and payment processing.

1.6 Intermediary Role

CreditMantra serves exclusively as an intermediary for the Products provided by third-party partners. We are not responsible for the Products themselves or any shortcomings in their delivery. It is the Partners' responsibility to ensure compliance with applicable laws regarding these Products, and we are not liable for any issues that may arise from them.

1.7 Fair Practices

CreditMantra is dedicated to maintaining fair practices and refrains from engaging in misleading advertising, unfair trade practices, or discriminatory behbehaviourwards Users. By using the Website, you acknowledge and accept these Terms and recognize CreditMantra's role as an intermediary in facilitating Services and Products.

License to Use

2.1 License Grant

You are granted a personal, limited, non-exclusive, non-transferable, and non-assignable license to access and use the Services on the Website.

2.2 Ownership of Content

All content, data, designs, information, and materials available on the Website (collectively referred to as "Content")—including software, images, text, layouts, logos, audio, video clips, and other intellectual property—are owned by CreditMantra and/or our licensors, and are protected by copyright and other applicable intellectual property laws. You may only use this Content for personal, non-commercial purposes in connection with the Services, and strictly in accordance with these Terms. You are not allowed to copy, reproduce, publish, perform, transmit, sell, license, distribute, adapt, modify, reverse engineer, or create derivative works from any part of the Website or Content, except as permitted for your personal, non-commercial use.

2.3 Proprietary Notices

You must not remove or modify any copyright, trademark, or proprietary rights notices from the Content or the Website. You are obligated to include these notices on all authorized copies of the Content. Unauthorized use of the Website, Services, or Content may infringe upon copyright, trademark, and other applicable laws, which could lead to legal consequences.

2.4 Reservation of Rights

All rights, title, and interest in the Website, Services, and Content, except for the limited license granted to you under these Terms, are exclusively reserved by CreditMantra.

Eligibility

3.1 Eligibility Requirements

Access to and use of the Website is restricted to individuals who are legally capable of entering into a binding contract under the Indian Contract Act, 1872. By using the Website, you confirm that you:

- (i) are at least 18 years old and of legal age to enter into a binding contract;
- (ii) are not prohibited from receiving Services under applicable laws; and
- (iii) are competent to enter into a binding contract.

If you are accessing the Website on behalf of a legal entity or organization, you affirm that you have the authority to bind that entity. You also acknowledge that the Privacy Policy applies to all individuals accessing or using the Website and Services on behalf of that entity. Furthermore, you understand that access to certain Services may depend on successfully passing any credit assessments conducted by CreditMantra during the account creation process.

User ID and Registration

4.1 Account Creation

You can explore certain sections of the Website without registering. However, to access specific Services, you must create an account ("Account") by registering with your mobile number. To activate your Account, you will need to provide personal information as detailed in our Privacy Policy. Once registered, you can log in using your social media credentials or other secure authentication methods.

4.2 Required Information

You may be required to provide specific information or documents according to our policies, which may be updated periodically. The types of information we collect and how we use them are outlined in our Privacy Policy available on our website. If you do not agree with these Terms and the Privacy Policy, please do not submit any information to CreditMantra. Please note that failing to provide this information may restrict our ability to offer you some or all of our Services.

4.3 Additional Documentation

he information requested is not comprehensive, and CreditMantra reserves the right to ask for additional documents or information needed for our internal verification process. If the details or documents you provide are incomplete or inconsistent, we will contact you via email, SMS, or WhatsApp to request further information. If discrepancies persist or if we are unable to complete our verification, we may reject your registration request or deny access to our Services. CreditMantra has the sole discretion to accept or deny your request for Account creation or access to Services without the need to provide reasons.

4.4 Account Transfer Prohibition

You are not permitted to sell, trade, or transfer your Account to anyone else. It is your responsibility to keep your Account information complete, accurate, and current. If any of your Account details change or are found to be incorrect, you must promptly update your information on the Website or request a revision from us. Providing false or misleading information, or if we have reasonable grounds to suspect inaccuracies, may result in the denial or termination of your access to our Services.

4.5 Account Security

You are responsible for maintaining the confidentiality of your Account information and for safeguarding your password or credentials. We recommend using strong passwords that combine upper and lower-case letters, numbers, and symbols for your Account and any linked accounts, such as social media Websites.

4.6 Reporting Unauthorized Use

You agree to notify CreditMantra immediately of any unauthorized use of your Account or any security breaches. We will not be liable for any unauthorized use of your Account or any resulting loss, whether or not you were aware of the unauthorized activity.

Permitted Use

5.1 Authorized Use

You may use the Website and Services solely for your personal, non-commercial purposes, in accordance with these Terms and any Additional Terms you agree to.

5.2 Prohibited Uses

You must not use the Website, Services, or Content for any illegal purposes or in violation of these Terms. Specifically, you are prohibited from:

Using content that belongs to others without obtaining permission.

Posting or sharing material that is defamatory, obscene, pornographic, or harassing.

Sharing content that could harm children.

Infringing on any intellectual property rights.

Violating any applicable laws.

Sending unsolicited advertisements or spam.

Misleading recipients about the origin of any communication.

Impersonating another person.

Threatening national security, public order, or inciting criminal offenses.

Promoting or supporting terrorism.

Introducing viruses or harmful code.

Publishing false information with the intent to deceive for financial gain.

Disrupting the security or functionality of the Website or related systems.

Advertising unauthorized online games or gambling.

Violating these Terms or the Privacy Policy.

Reverse engineering, modifying, or selling any information or software obtained from the Website..

Credit Health Program

Our credit health assessment service is available for a fee when you sign up and retrieve your Credit Information Report ("CIR") through our website. To proceed, you will need to provide personal information, including your CIR, which we will handle in accordance with our Privacy Policy. By using the Website, you grant us permission to access your CIR from authorized credit information companies ("CICs"). CreditMantra may utilize your CIR to evaluate your eligibility for various Products and may limit access to certain features or Services if your credit score is below a threshold set by us.

6.2 Role of CreditMantra

You acknowledge that CreditMantra is not a CIC; instead, the CIR is obtained from an authorized CIC on your behalf. The CIR will be provided to you on an "as is" basis without altering its content.

6.3 Information Accuracy

Any information displayed about your creditworthiness, credit score, or credit health is based on your CIR from a CIC. CreditMantra does not guarantee the accuracy or completeness of this information and is not liable for any consequences arising from your reliance on it.

6.4 Reporting Discrepancies

If you notice any discrepancies in your CIR or have related inquiries, please contact the relevant CIC, whose details will be provided in the Additional Terms.

6.5 Consent for CIR Access

By allowing CreditMantra to access your CIR:

You consent to us retrieving your CIR from CICs, which will be stored and used for up to six months, or until it is no longer needed for providing Services.

To continue receiving Services beyond six months, you may need to renew your consent. Logging into your Account will automatically renew your consent for continued Services.

If you wish to withdraw your consent or no longer require Services that depend on your CIR, you can do so by contacting us at Support@CreditMantra.co.in. Upon withdrawal, we will cease relevant Services and may be unable to fulfill prior requests.

During the consent period, CreditMantra may periodically access your CIR and related data to provide ongoing credit health assessment services.

Lending Services

7.1 Role as a Lending Service Provider

As a Lending Service Provider (LSP), CreditMantra facilitates access to financial products and services offered by our Partners, which include banks and other financial institutions. CreditMantra does not directly provide Products, such as loans or credit cards; these are provided exclusively by our Partners based on your selection. Our role is to facilitate the connection between you and these financial products.

7.2 Access to Personal Information

To help you access Products offered by our Partners, we will require your personal information, including your credit information. We will use data derived from your Credit Information Report (CIR) to evaluate your eligibility for various Products available on the Website. For more details, please refer to our Privacy Policy.

7.3 Relationship with Partners

CreditMantra functions as a service provider for our Partners and acts in accordance with their instructions and our contractual agreements. Any Products you acquire are subject to the terms of the contract between you and the respective Partner. CreditMantra is not liable for the approval or rejection of your application or any related matters.

7.4 Information Accuracy

The information displayed on the Website about Products or Partners is provided to us by those Partners and is presented on an "as is" basis. To the fullest extent allowed by law, CreditMantra makes no representations or warranties regarding the accuracy or completeness of this information. We will not be liable for any consequences resulting from your reliance on it. We encourage you to thoroughly review the terms related to any Products you are considering.

7.5 Responsibility of Partners

The Partner with whom you enter into an agreement for a Product is solely responsible for the execution of that agreement.

7.6 Real-Time Status Updates

While CreditMantra aims to provide real-time updates on the status of Products facilitated through the Website, these updates are given on an "as-is" basis as reported by our Partners. CreditMantra is not liable for any errors or omissions that may occur due to factors beyond our reasonable control.

Third-Party Websites and Content

8.1 Third-Party Materials and Links

The Website may feature materials contributed by third parties and links to external websites. CreditMantra does not endorse or approve any third-party materials or websites. Providing such materials or links does not imply any affiliation or cooperation between CreditMantra and these third parties.

8.2 No Liability for Third-Party Content

CreditMantra makes no representations or warranties—express or implied—regarding the contents of third-party materials or websites. We will not accept any liability for any loss, destruction, or damage (including consequential loss) arising from your use or misuse of, or reliance on, such materials or websites.

8.3 Accessing Third-Party Sites at Your Own Risk

You acknowledge that accessing third-party sites is at your own risk, and you assume all responsibility for any consequences arising from such access. Third-party websites may have their own terms and conditions and privacy policies, which are separate from those of CreditMantra. It is advisable to read these third-party terms before using any such site. These Terms do not govern your access to third-party websites or links.

Intellectual Property Rights

9.1 Ownership of Content

The Website and all Content contained therein are owned by CreditMantra or our licensors. The design, structure, selection, coordination, expression, look and feel, and arrangement of this Content are protected by copyright, patent, trademark laws, and other applicable intellectual property rights.

9.2 Trademarks and Marks

All trademarks, logos, and service marks displayed on the Website are the property of CreditMantra or their respective third parties. You are not permitted to reproduce, distribute, or otherwise use any Marks without prior written consent from CreditMantra or the relevant third-party owner.

9.3 Feedback and Suggestions

Any feedback, comments, or suggestions you provide regarding the Website or Services are entirely voluntary. CreditMantra may use this feedback as it sees fit, without any obligation to compensate you.

Privacy

10.1 Commitment to Privacy

Your privacy is important to us. Our Privacy Policy outlines how we collect, use, handle, and share personal information and other data. For more details, please refer to our Privacy Policy available at CreditMantra Privacy Policy.

Indemnification

11.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless CreditMantra, its subsidiaries, affiliates, and their officers, employees, directors, shareholders, agents, partners, vendors, and licensors (collectively referred to as "Indemnified Parties") from any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising from or related to: (i) any breach or non-performance of any representation, warranty, covenant, or agreement made by you under these Terms or the Privacy Policy; (ii) your use of the Website.

CreditMantra reserves the right to select legal counsel and control the defense of any claim for which you are indemnifying us. Furthermore, you agree to hold the Indemnified Parties harmless against any claims made by third parties arising from your use of the Website, any misrepresentation of the data or information you provided, your violation of these Terms, or infringement of any rights of others, including intellectual property rights.

Disclaimers of Warranty and Liability

12.1 Acknowledgment of Terms

You expressly acknowledge, understand, and agree to the following:

Website and Content: The Website and all associated Content are provided by CreditMantra on an "as is" basis, without any warranties of any kind—whether express, implied, statutory, or otherwise. This includes, but is not limited to, implied warranties of title, non-infringement, merchantability, or suitability for a particular purpose. CreditMantra does not guarantee that the Website or Services will meet your requirements, nor that your use will be uninterrupted, timely, secure, or free of errors. No advice or information obtained from CreditMantra, whether spoken or written, shall create any warranty that is not expressly outlined in these Terms.

Accuracy of Information: While CreditMantra makes efforts to ensure that all information on the Website is accurate and current based on inputs from our Partners, we do not guarantee or make representations regarding the completeness or accuracy of any data, including forms, applicable laws, or any changes in law related to the Services offered on the Website.

Limitation of Liability: CreditMantra shall not be liable for:

Errors, mistakes, or inaccuracies in Content or any other information available on the Website.

Personal injury, property damage, or other harm resulting from your access to or use of the Website.

Unauthorized access to or use of our servers, personal information, or any other data.

Interruptions in transmission to or from the Website.

Bugs, viruses, or other harmful components transmitted on or through the Website.

Any damages, losses, costs, or expenses incurred due to Content posted or shared on the Website.

Third-Party Content: When using the Website, you may encounter Content from various sources. CreditMantra is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights related to such Content. You may be exposed to Content that is inaccurate, offensive, or objectionable, and you waive any legal or equitable rights you may have against CreditMantra regarding such Content.

Service Availability: CreditMantra is not responsible for delays or inability to use the Website, any functionalities, or for any information, software, functionalities, and graphics obtained through the Website. We are also not liable for non-availability during maintenance operations or any unplanned suspensions for technical reasons.

Third-Party Websites: We are not liable for delays or inability to use third-party websites or hyperlinks provided on the Website, nor for any issues accessing services from our Partners' websites.

Partner Services: CreditMantra is not responsible for any deficiencies in services provided by our Partners, including order cancellations or any unwarranted actions performed by them.

Pricing and Availability: While we aim for accuracy regarding pricing and availability, errors may occur. In such cases, CreditMantra reserves the right to cancel the service offered to you.

Limitation of Damages: To the fullest extent permitted by law, CreditMantra shall not be liable for any indirect, special, incidental, punitive, or consequential damages (including loss of profits, revenue, or data) arising from these Terms, regardless of the cause of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

Cumulative Liability: To the maximum extent allowed by law, CreditMantra's total cumulative liability to you or any third party under these Terms shall not exceed the total amounts paid by you to CreditMantra for Services on the Website.

Fundamental Element: You agree that the limitations of damages outlined above are fundamental to the bargain between CreditMantra and you.

Violation of the Terms

13.1 Acknowledgment of Violations

You acknowledge that any violation of these Terms will constitute an unlawful and unfair business practice, causing irreparable harm to CreditMantra. Monetary damages alone would be insufficient to remedy such harm. Therefore, you consent to CreditMantra seeking injunctive or equitable relief as deemed necessary. These remedies are in addition to any other legal rights CreditMantra may have. If CreditMantra initiates legal action against you for violating these Terms, you agree to pay all reasonable attorneys' fees and costs incurred, along with any other relief granted by the court.

Suspension and Termination

14.1 Continuation and Termination

These Terms will remain in effect until terminated by either you or CreditMantra. If you disagree with the Terms or are dissatisfied with the Website, you may:

Close your Account on the Website.

Stop accessing the Website.

To terminate these Terms and request the deactivation of your Account, please write to support@creditmantra.co.in. Your Account will be deactivated within Seven working days of receiving your request.

14.2 CreditMantra's Right to Suspend or Terminate

CreditMantra reserves the right to delist you, block your access to the Website, or suspend/terminate your Account if it believes, at its sole discretion, that you have violated any part of these Terms or the Privacy Policy, or have acted unethically. All terms that are intended to survive termination will remain in effect indefinitely unless CreditMantra chooses to terminate them.

Changes to These Terms

16.1 Modifications

CreditMantra may revise, modify, or amend these Terms at any time. In the event of such changes, we will notify you via email or when you access the Website, along with updating the "Last Updated" date at the top of these Terms.

Communications

17.1 Consent to Communication

You expressly agree to receive communications from CreditMantra regarding the Services provided through the Website via SMS, WhatsApp, and/or email.

17.2 Contact Permissions

You permit us to contact you using Auto Dialer calls, Robocalls, or IVR calls related to the Services provided through the Website.

17.3 Opt-Out

You can unsubscribe or opt-out from receiving communications at any time by visiting the Website. However, CreditMantra will continue to send essential communications related to the Services you have opted for.

General Provisions

18.1 Notice

All notices from CreditMantra will be sent to your registered email address or provided as general notifications on the Website.

18.2 Assignment

You may not assign or transfer the Services or any rights granted hereunder to any third party. CreditMantra may transfer its rights under these Terms to any third party without requiring your consent.

18.3 Severability

If any provision of these Terms is found to be unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permissible, while the remaining provisions will continue to be in full effect.

18.4 Force Majeure

CreditMantra will not be liable for any failure to perform or delays in providing access to your Account or the Website, resulting from causes beyond its reasonable control, including but not limited to natural disasters, wars, strikes, pandemics, or other unforeseeable events.

18.5 Governing Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts in Jabalpur, India.

18.6 Waiver and Severability

The failure of CreditMantra to enforce any right or provision of these Terms will not prevent it from enforcing such right or provision in the future and will not be deemed to modify these Terms.