



## **TERMS & CONDITIONS SM CHITVENTURE PRIVATE LIMITED**

### **FOR ONLINE PAYMENTS:**

1. The online payment provision is applicable for all chit members for their future subscription amount shall be made by them on or before the due date.
2. The auction and bidding shall be performed online by the foreman/company on date fixed and same shall be applicable to its all members who are the part of SM Chitventure Private Limited. Every members and subscriber are eligible for participate during the auction as well as everyone is authorized by their user ID and Password from which they can seen and verify their bid, dividend, chit value, future subscription amount and any lien if charged on members ID by the foreman then the member can utilized this online mode for their further payment of outstanding dues.
3. The terms and conditions mentioned here with in this section is applicable to all Chit Members/ Subscribers who use this Online Payment Service offered severally or jointly by **(Name of the SM CHITVENTURE Bank)** and Chit Zone
4. Any Chit Subscriber who uses the online payment services will be referred to as "User" thereafter all the places in this document
5. Online Payment Service is enabled in Chit Zone website [www.chitzone.com](http://www.chitzone.com) after just clicking and goes through easy instructions.
6. All users who make payments through Online Payment Services must read this terms and condition documents carefully. It is presumed that every user who makes payments using the Online Payment section in the Chit Zone website has read and accepted to the terms and conditions carefully. Any damage for any issues arising in the future out of lack of knowledge of these terms and conditions members are bear it by own cost.

### **PRIVACY POLICY**

1. Chit Zone has a well laid Privacy Policy that safeguards and respects the valuable information pertaining to the customers are maintained with utmost secrecy at all points of time during their interaction with Chit Zone.
2. Chit Zone assures to its members that it will not be disclose any identification pertaining to customers to any third party/members. Incase such information needs to provided to third parties, Chit Zone will take prior permission from the customers/members well in advance.

3. Chit Zone reserves the right to decide on the information that needs customer's prior permission before disclosure. Further it is reserve that the right on the personal information gathered from Users when they log in to Chit Zone website for availing the different kinds of services.
4. Chit Zone shall not collect any information pertaining to the User that is not relevant to the relationship of the user and Chit Zone.
5. Chit Zone will not collect any private information about the User without the knowledge of the user.
6. Chit Zone will use the mail ID and contact numbers that customers willingly provide to send them updates about Chit Zone from time to time

**EXCEPTIONS TO PRIVACY POLICY:**

Chit Zone reserves the right to release information pertaining to the customers in the following situations and many others that may arise from time to time:-

1. Legal proceedings where information pertaining to the customer may be sought by the statutory and legal authorities for issuing search warrant, Court Order and other types of statutes.
2. When a user violates the terms and conditions accepted by him during the course of his association with Chit Zone. All violations in terms of words and actions get covered in this.
3. To safeguard the interests of Chit Zone, its intellectual and physical properties, its legal and statutory rights and its users from any unanticipated issues that may arise at any point of time.
4. Chit Zone will use customer information during situations which calls for legal and statutory actions. Such actions cover and is not limited to integrity pertaining to Chit Zone, suspicion about fraudulent activities and intentions, probable threats to the security aspects of Chit Zone in terms of online and off line activities and any sort of illegal actions.
5. The above exceptions are just indications for the benefit of Users. Chit Zone reserves the right to add more clauses to the list, if required, from time to time

**GENERAL TERMS AND CONDITIONS FOR AVAILING THE ONLINE PAYMENT FACILITIES:**

1. Any user who wants to avail the online facility and other services pertaining to the same must register themselves through the provision available for the same.
2. The registration process will be complete only if all details asked for is furnished by the Users.
3. All obligations and undertaking provided by Chit Zone through this page is only indicative.

4. These obligations might undergo change from time to time depending on the change in the concerned legislations and as and when Government of India modifies any rules pertaining to the same.
5. Chit Zone undertakes to abide by all related laws enforced by the Legal authorities concerned.
6. It undertakes to provide all details pertaining to people and schemes when demanded by legal and statutory authorities for acceptable reasonable purposes.
7. Chit Zone will ensure that all its systems, policies, processes and procedures comply with the existing regulation enforced by the legal and statutory authorities. It will also take the legal and statutory aspects into consideration while making modifications to the same at all points of time.
8. Chit Zone will co-operate to the fullest possible extent with the legal, statutory and law enforcement authorities including the police Department, when ever required for resolving complaints and disputes lodged against any type of illegal activities carried out through its website.
9. Every User of Chit Zone who accepts to these conditions while registering themselves or through any other mode, online and offline is bound by all the conditions that Chit Zone has accepted to abide by. No User is an individual entity and will be considered as a part of Chit Zone when it comes to co-operating for legal, statutory and law enforcement activities pertaining to the Chit Zone website.

**VALIDITY OF CLAUSES:**

1. All clauses mentioned under Terms and Conditions are valid at all points of time and is applicable to all users associated with Chit Zone
2. If any of the clauses mentioned in the Terms and Agreement document becomes obsolete due to modification in Laws pertaining to the same made in a national level, that particular clause will be modified to suit the current practice.
3. In such circumstances, all other clauses will remain valid and no User has the right to declare the whole document as invalid. The User is expected to abide by all the other rules and regulations mentioned in the Terms and Conditions document barring the particular clause that will be modified to suit the updated practice.
4. At no point of time can Chit Zone be made responsible for any liabilities that are out of the Liability limitations and Warranty Disclaimers mentioned set forth in this document.
5. All users are expected to abide by the existing Liability limitations and Warranty Disclaimers till any modifications is made to the same and issued officially in the website and / or in any other manner to the User.

**SCOPE OF COVERAGE:**

1. The clauses covered in this Terms and Agreement document is comprehensive and covers the major aspects of the agreement between the User who wants to use the online facilities in Chit Zone website and Chit Zone as a legal entity.
2. This list is just an indicative one released in the interest of the User and Chit Zone and can undergo change from time to time.
3. Chit Zone reserves the right to add, delete and modify the contents of this list for various reasons it deems fit any all points of time and no user has the right to object for the same.
4. The clauses mentioned in the Terms and Conditions hereby supersedes all earlier communications made individually or in a combined manner. These terms and conditions stands valid till any further communication is carried out by Chit Zone in the future.
5. Earlier communication made by Chit Zone, if any, orally or in writing vide paper or online media like mails and other types of electronic communication is null and void.
6. For the reasons mentioned above, earlier communications will not be applicable legally or statutorily and will be discarded if put forth by the users for all administrative, operational, legal and statutory purposes.
7. Chit Zone recommends that users maintain all documents released by Chit Zone in printed format for future reference so the same can be made available whenever required for genuine reasons.
8. All payments made through the online payment option get covered in the agreement between Chit Zone and the Money transaction Service provider. All records pertaining to customer payments and other types of payment transactions maintained in the Chit Zone website binds the user by all means.
9. Such online transactions recorded in the Chit Zone website with the help of the Online Payment option service provider will be considered as the final proof of transaction for all legal and statutory purposes unless the user has manual receipts issued by the concerned authority of Chit Zone on any given month due to unavoidable or mutually known reasons.
10. Any user who has chosen to transact with Chit Zone through online payment mode must ensure they make monetary transactions offline only with the consent of the concerned authority in Chit Zone. In this case, the User is expected to maintain the manual receipt released by Chit Zone after the offline transaction. Such receipts and communications are legally and statutorily valid and are mandatory for proving innocence legally

**GUIDING NORMS FOR HANDLING REFUND AND CHARGE BACK:**

1. In the unlikely event of a User becoming eligible for return of money (Charge back) or if any type of refund is due to the User, the same can be escalated by the User through the online mode.

2. If the user wants to contact Chit Zone personally, they need to get in touch with only the authorized personnel to submit their claim or refund.
3. Chit Zone reserves the right to settle the payment to the User through online mode using the Payment Gateway service provider or issue a Demand Draft or Cheque or any other mode of payment that it deems fit in that situation favoring the User. Any claim or Charge back made by the User directly to the Payment Gateway Service provider will not bind Chit Zone in any capacity.
4. Chit Zone must not be made liable or held responsible for payments done to the Payment Gateway Service provider by the User directly. Users of the Online options in Chit Zone website must deal directly only with Chit Zone officials for any escalations or issues pertaining to the same and their direct interaction with the Payment Gateway Service provider is not entertained by Chit Zone at any point of time. Chit Zone cannot hold responsible for any kinds of fraudulent intentions thereof.
5. The word 'Charge back' mentioned in these Terms and Conditions refers to all transactions approved to the user by Chit Zone that are to be implemented through the Online Payment Gateway and other modes of payment. It covers all additional costs attached to the said transactions.
6. Users are eligible for Charge Back only for transactions where Chit Zone is involved in a direct manner and when the acceptance is mutual. Users cannot hold Chit Zone responsible for any Charge Back arising out of transactions in which it is not involved in and has not accepted for the same prior to the claim.
7. Chit Zone cannot be held liable for Charge Back or claim that arises out the Users' transactions with the Payment Gateway Service Provider, with or without the knowledge of Chit Zone.
8. Chit Zone cannot be held responsible in any way for loss of credit or debit cards used to make the payment online. However, it will provide complete co-operation to the Users in all possible manner and no user can claim this as his or her default right.
9. Users can get in touch with Chit Zone if he finds his bank account debited with the payment they made to Chit Zone but the same does not get reflected in Chit Zone website within the reasonable time period communicated to them by Chit Zone. Chit Zone will immediately check for the transaction and do the needful as they deem fit. In such cases, Users can use the online mode for communicating with Chit Zone Departments.
10. In the case where the User claims to have made the payment due to Chit Zone and the same does not get reflected in his Bank Accounts or his account is not debited to the extent of the said amount, User has the responsibility to prove his payment. In such circumstances, User cannot hold Chit Zone or Payment Gateway Service Provider responsible claiming misappropriation and other charges with fraudulent intentions.
11. In case the User has genuinely made the payment and the same does not get reflected in Chit Zone Website and other documents due to technical faults and

other such hardware and software errors, Chit Zone will take necessary action at the earliest possible timing. All types of technical issues connected to Chit Zone server like Session Timeout to Server error is included this rule. However, it is the responsibility of the User to intimate Chit Zone via E Mail as well as in person if required. Chit Zone recommends the User to have such communication in writing in both online and offline modes.

12. In case the Users face a situation where in his bank account is debited with the online payment he made in favor of Chit Zone and an acknowledgement is not being provided by the online system, Users must communicate the same with Chit Zone only. Any communication to the Payment Gateway Service Provider will not be entertained at any point of time
13. If members/subscribers have any queries pertaining to the online systems or need any help regarding the same at any point of time during your association with Chit Zone, feel free to mail to us at [onlinepayment@chitzone.com](mailto:onlinepayment@chitzone.com)

### **LIMITATION AND SCOPE OF LIABILITY:**

1. Chit Zone has provided Online Payment facility to its Users only as a value adding service. No User can claim this as his right by default. If any User misuses the website through fraudulent intentions and activities, the User will be solely held responsible for his action. Chit Zone reserves all rights to sue such Users in the court of Law.
2. In the event of users performing fraudulent actions using the Chit Zone website and online options, Chit Zone reserves the right to terminate the User's access to the online facilities without providing any prior information to them. No user can object for such action taken by Chit Zone in an adhoc manner.
3. Chit Zone and the Payment Gateway Service Provider cannot be held responsible for:-
  - Any kind of delay in providing data requested by User through Chit Zone website.
  - Errors or inaccuracy traced in data provided to the User.
  - Omission of information in the data provided to User.
  - Delayed transmission of data with wrong details.
  - Any type of damage caused to the user due to the non-availability of data in a timely manner. Damages here cover all types of special damages, incidental damages, direct damages, indirect damages and consequential damages.
  - All types of loss acquired by the user owing to the inaccurate or wrong data provided
4. No User can hold Chit Zone or any of its employees or its associations or the Payment Gateway Service Provider or other service providers for any such omission or commission of data at any point of time. Chit Zone cannot be held responsible for the termination or loss of online data due to the suspension of services owing to natural calamities or other types of unexpected happenings inside or in the external environment at any point of time. Further Chit Zone is not liable for any type of monetary loss incurred by the user due to lack of data or receipt of wrong data including delays and suspensions of the same.

5. Chit Zone is not responsible for any interruption in Payment Gateway Services experienced by the User at any point of time during its association with Chit Zone.
6. In the process of utilizing the services provided by Chit Zone, if the User faces any problems, the User accepts to indemnify and consider the Chit Zone employees, Payment Gateway Service Providers, Directors, Officers, Agents, Directors and Partners as harmless.
7. In the process of utilizing the services provided by Chit Zone, the Users accepts not to hold responsible the Chit Zone employees, Payment Gateway Service Providers, Directors, Officers, Agents, Directors and Partners for any unapproved claims and demands.
8. The User accepts not to hold responsible the Chit Zone employees, Payment Gateway Service Providers, Directors, Officers, Agents, Directors and Partners for any failures or loss or circumstances that arise due to the User's non-adherence to these terms and conditions at any point of time

#### **GENERAL TERMS AND CONDITIONS:**

1. Chit Zone reserves the right to waive any terms and conditions to User on a case to case basis and no user can claim waivers of conditions as his right at any point of time.
2. Any waiver done by Chit Zone for a particular User must not be generalized as a common waiver by any User at any point of time.
3. No terms or conditions waived by Chit Zone to a User in writing makes it obsolete for others at any point of time
4. The user agrees, understands and accepts that Chit Zone or Payment Gateway Service Provider does not have any control over theft of data or hacking of their crucial information pertaining to Debit Card, Credit Card. They agree not to hold Chit Zone or Payment Gateway Service Provider since information transmitted with the help of Internet is highly vulnerable and susceptible to be misused by hackers and data thieves.
5. Chit Zone declares that it has no control over the User data getting hacked or robbed by internet thieves or misuse of data available in the internet at any point of time and the user is in complete acceptance of the same.
6. The User accepts not to make Chit Zone, its associates, affiliates or Service Providers responsible for any kind of problems that may be either lack of performance, delays caused in transmission and operation, omission or commission of errors, deletion or defect in data, communication failure, communication errors and delays, unauthorized access to user information present in the Chit Zone website
7. The user is responsible for creating his ID and password in Chit Zone. He is responsible for completing the registration procedure as per the requirement indicated by Chit Zone in a complete manner

8. It is the responsibility of the user to create a unique ID and password and protect the safe from getting hacked or falling in the wrong hands
9. Chit Zone or individual and group entities associated with the same cannot be held responsible for any loss or damage to the log in credentials of the user at any point of time. Confidentiality of private data pertaining to the user is the sole responsibility of the user.
10. The user agrees and accept for the following
  - To maintain his password in complete secrecy.
  - To change his credentials in the format required by Chit Zone from time to time.
  - To take complete responsibility of all information exchanged using the ID and Password created by himself.
  - Chit Zone here by informs the users that it will never in any direct or indirect manner ask for the confidential credentials pertaining to the ID or password at any point of time. Owing to the same, no User can hold Chit Zone responsible for providing their ID, password and other kinds of confidential credentials over any unsolicited phone calls or mails.
11. It is the responsibility of the user to log out after their task is completed in Chit Zone website and shut down the browser. This is recommended just for them to safeguard the confidential data of the users.
12. Chit Zone or any of the entities associated with the same must not be held responsible if the user loses his credentials to wrong hands due to his own careless practices

**USER INFORMATION RELATED TO BANK ACCOUNTS / CREDIT CARD AND DEBIT CARD:**

1. The users hereby declare that all information that he provides to Chit Zone pertaining to his Bank account, Debit card and credit card are genuine and the ones he currently uses.
2. Chit Zone cannot be held responsible if the user uses any debit card or credit card in an unauthorized manner or that belongs to someone else.
3. Users are allowed to pay their due amounts using their Debit Card or Credit card through Chit Zone online payment systems. They can also make their payment with the help of Bank Transfer through Chit Zone online mode.
4. The user agrees to have understood that whenever he uses the online mode for payment of his dues to Chit Zone.
  - The user is entitled to use his legally valid credit card or debit card.
  - The user is solely responsible for providing the correct details during every transaction using the Debit card or Credit Card.
  - The user is responsible for authorizing the exact amount of payment during such transactions using Debit Card or Credit Card.
  - The user is responsible for entering the right values in all fields required to make the payment process complete in the Chit Zone website.

- The user is responsible for having sufficient funds in the Debit Card or the Credit Card used for making due payments to Chit Zone.
- User accept to the fact that Chit Zone is not responsible to make any refunds or cancel the payment done online by users in case the amount entered is wrong or higher than that is to be paid as due.
- Chit Zone or the Payment Gateway Service Provider must not be held responsible if the payment gets declined while filling in the same online due to lack of sufficient funds in the user's credit card or debit card

**PERSONAL INFORMATION ABOUT THE USER:**

1. The User understands and agrees to the fact that Chit Zone will declare or use his personal credentials for purposes that are legal, statutory and security related in nature.
2. The user agrees to be contacted by electronic mails whenever he himself initiates a communication through the mode.
3. The user also agrees to receive intimations and mailers, if any, communicated by Chit Zone in a periodical manner. In case the User wants to submit new details in the place of the old ones submitted earlier due to modifications in the same, he or she can provide the same at any point of time to Chit Zone. Chit Zone reserves the right to retain the old as well as new details submitted by the User during different points of time.
4. As soon as the user submits his personal details online in the Chit Zone website, it is deemed that he is willing Chit Zone to have access to the same and usage of the same for all legal and statutory purposes. It is not necessary for hit Zone to obtain separate permission from the user for having the same in their database for future use.
5. The user accept to the fact that such information can be used by Chit Zone as it deems fit in for all legal and statutory purposes

**DISCLAIMER PERTAINING TO PAYMENT GATEWAY:**

1. Online payment facilities are provided to Users by Chit Zone just to increase their comfort, time management, savvy thinking and enhance interaction levels and make their association with Chit Zone easy.
2. Apart from what has been mentioned in the Terms and Conditions, Chit Zone does not operate with the Payment Gateway Service provider to provide any other services to Chit Zone customers. However, in case Chit Zone decides to add more services to its portfolio to users through Payment Gateway Service Providers, the same will be communicated officially by Chit Zone to its customers.
3. By agreeing to the terms and conditions mentioned in this agreement for using online services provided by Chit Zone, it is deemed that the user explicitly communicates his consent to adhere to the set conditions in a complete manner. In case clarification is required on the terms and conditions mentioned in this document, users can send a mail to [onlinepayments@chitzone.com](mailto:onlinepayments@chitzone.com) or contact on 011.....

