



Terms and Condition

These Terms of Service (“**Terms**”) set out the rules for using our website at <http://www.asaindia.in/> (the “**ASAI India Website**”).

BY ACCESSING OR USING THE ASAI India WEBSITE, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE THE ASAI INDIA WEBSITE .

The list below sets out what is covered in these Terms and you can click on the headings below to go to a specific section.

Who we are and how to contact us:

<http://www.asaindia.in/> is a website operated by ASA International India Microfinance Ltd. (“**ASAI India**”, “**our**”, “**we**”, “**us**”). We are registered as an unlisted public company under the Companies Act 1956 and have our registered office at Victoria Park, 4th Floor, GN 37/2, Sector V, Salt Lake, Kolkata-700091.

To contact us, please email

Changes to these terms:

We amend these Terms from time to time. Every time you wish to use the ASAI India Website, please check these terms to ensure you understand the terms that apply at that time. Changes to these Terms will be effective upon the date of posting on the ASAI India Website, unless indicated otherwise in the amended Terms. Your continued use of the ASAI India Website after the amended version of these Terms becomes effective constitutes your binding acceptance of the amended version. If you do not agree to any amended version, you should immediately discontinue your use of the ASAI India Website.

Reliance on information:

All employees, agency staff, agents, and contractors of ASAI India are required to comply with policies prohibiting the use of any means, including social media, to expose our trade secrets and other confidential information and intellectual property, or otherwise communicate on our behalf, without specific permission.

Notwithstanding the foregoing, you must not rely on any material or information relating to or purporting to be issued on behalf of ASAI India unless it is made available in public domain through an official source.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the ASAI India Website .

4. CHANGES TO THE ASAI INDIA WEBSITE



We may update and change the ASAI India Website from time to time, including to reflect changes to our business. We will try to give you reasonable notice of material changes to the ASAI India Website.

5. CHARGES

The ASAI India Website is made available free of charge. We are not responsible for any charges that you may incur from third parties with respect to your use of the ASAI India Website, including without limitation any data charges or Internet access fees.

6. SUSPENSION AND WITHDRAWAL OF THE ASAI INDIA WEBSITE

We do not guarantee that the ASAI India Website, or any content on it, will always be available or be uninterrupted.

We may suspend or withdraw or restrict the availability of all or any part of the ASAI India Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

7. YOUR ACCOUNT

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time and for any reason, including where we consider that you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us india@asaindiamf.com

8. USING MATERIALS ON THE ASAI INDIA WEBSITE

We are the owner or the licensee of all intellectual property rights in the ASAI India Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the ASAI India Website for your personal use and you may draw the attention of others within your organisation to content posted on the ASAI India Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the ASAI India Website must always be acknowledged.

You must not use any part of the content on the ASAI India Website for commercial purposes without obtaining a licence to do so from us or our licensors.



If you print off, copy or download any part of the ASAI India Website in breach of these Terms, your right to use the ASAI India Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. VIRUSES

We do not guarantee that the ASAI India Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology and computer programmes to access the ASAI India Website. You should use appropriate virus protection software.

You must not misuse the ASAI India Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

10. OTHER RESTRICTIONS ON USE

You must use the ASAI India Website only for lawful purposes. You must not use the ASAI India Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You must not attempt to gain unauthorised access to the ASAI India Website, the servers on which the ASAI India is stored or any server, computer or database connected to the ASAI India website. You must not attack the ASAI India website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the ASAI India website will cease immediately.

You must not reproduce, duplicate, copy or re-sell any part of the ASAI India website in contravention of the provisions of these Terms.

11. BREACH OF THESE TERMS

When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the ASAI India Website ;
- issue of a warning to you;



- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we deem appropriate.

12. LINKED WEBSITES

Where the ASAI India Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources. When you access a linked website or resource, you do so at your own risk. It is your responsibility to review the terms of use and privacy policies that apply to linked websites and resources. Any claim you might have with respect to linked websites is against the operator of the website and not against us.

13. LINKING TO THE ASAI INDIA WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to any ASAI India Website in any website that is not owned by you.

Our site must not be framed on any other website, nor may you create a link to any part of any ASAI India Website other than the home page.

We reserve the right to withdraw permission to link to the ASAI India Website without notice.

14. USER-GENERATED CONTENT

The ASAI India Website may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us at info@asa-international.com.

15. FEEDBACK

If you submit or provide suggestions for improving the ASAI India Website to us, we will be free to exercise any and all rights in the feedback without restriction or compensation of any kind.



16. OUR LIABILITY

Whether you are a consumer or a business user:

ASAI India and or ASA International Holding or any other entity in the ASA International Group (“ASA Group companies”) shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:

Any access, use or the inability to access or use this website, or reliance on the contents of this website;

Any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;

Any use of or access to any other website linked to this website;

Any product, service or information of any merchant or service provider,

even if ASA Group Companies or its agents or employees are advised of the possibility of such damages, losses and/or expenses. Any hyperlinks to any other websites are not an endorsement or verification of such websites and such websites should only be accessed at the user’s own risks. This exclusion clause shall take effect to the fullest extent permitted by law. **In addition, if you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to the ASAI India Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the ASAI India Website ; or
 - Use of or reliance on any content displayed on the ASAI India Website.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

We only provide the ASAI India Website for domestic and private use. You agree not to use the ASAI India Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



17. PRIVACY POLICY

We will only use your personal information as set out in our [Privacy & Cookies Policy](#).

18. GOVERNING LAW AND DISPUTES

Please note that these Terms, their subject matter and their formation, are governed by Indian law. You and we both agree that the courts of India will have exclusive jurisdiction.

19. OUR TRADE MARKS

The name "ASA" and the ASA logo are owned by ASA International Holding in Mauritius. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under Clause 9 of these Terms (Using Materials on the ASAI India Website). Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Mark displayed on this website, without the written permission of ASA International Holding. The name of ASA or the ASA logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this website, without prior written permission.