

# **Terms of Use**

FincFriends Private Limited, having its registered office at 7<sup>th</sup> Floor, Vatika Triangle, Mehrauli-Gurgaon Road, Block B, Sushant Lok Phase I, Gurugram, Haryana 122002 ("FincFriends Private Limited "), is the owner of the website [www.fincfriends.com](http://www.fincfriends.com) ("Website") and herein after shall be referred to as "the Company" or "FincFriends" or 'us' or 'we'.

As a user ("User") and herein after referred to as "you" or "User" of this Website, you understand that the website is a platform for providing online lending and services for enabling the same. FincFriends may also provide access in accordance with our policy to multiple users like Financial institutions, data partners and other partners, lenders, service providers etc. with a view to facilitate borrowing activities, and for providing other financial products. It is hereby clarified that the term "Users" shall mean any person using the Website i.e. consumers, financial institutions, data partners and other partners.

The User understands that sanction of the loan(s) is at the sole discretion of the NBFCs / banks (affiliated lenders) and is subject to execution of necessary documents and other closing formalities to the satisfaction of the concerned Lender. The User agrees that the NBFC or the affiliated lenders at its sole discretion may reject his/her application without providing any reasons and that user reserves no right to appeal against this decision.

The terms user / you / your shall mean natural person who is at least 18 years of age or a legal person who could legally enter into a contract in India and could legally use the services and product's provided on [www.fincfriends.com](http://www.fincfriends.com) and has agreed to become a member of this Site.

## **Changes to the terms of use**

Changes/Amendments/Modifications to our Terms of Use may be made from time to time and we will post the changed Terms of Use on the Site. You understand and agree that your continued use of our Service or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use and will be bound by the amended terms of use that are in force.

## **User Identification**

User Identification means identifying the customer and verifying his/ her/its identity by using the information provided by the user, the information gathered by us through reliable, independent verification, documents, data or information gathered or provided by you. User Identification may be carried out by us at any stage(s) of our processes. This period begins from the initial stage of establishing a business relationship till the completion of the financial transaction and also as and when it is felt necessary to confirm about the authenticity/veracity or the adequacy of the previously obtained customer identification data. Additional information(s) may be sought from existing Users based on the repayments or conduct of their Account.

FincFriends will obtain sufficient information necessary to establish the identity of each User, along with the purpose of the intended nature of business relationship to be able to satisfy the competent authorities that due diligence was observed based on the risk profile of the customer in compliance with the extant guidelines in place. The nature of information/documents required would also depend on the type of customer (individual, firm, corporate etc). Physical verification may be conducted at the discretion of FincFriends. These data-points and information shall be run in our systems to augment results for User Identification and Internal Rating.

Documentations and other information shall be required and collected in respect of different categories of customers depending on perceived risk and keeping in mind the requirements of relevant laws, rules and guidelines issued in this regard from time to time. User information shall be run through, cross verified, cross checked, through relevant agencies, risk solutions, softwares and service providers to gauge the authenticity of the User, the available information etc., You grant FincFriends a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any information or content that you provide or in connection with your use of the Website, subject to the privacy provisions described in our privacy policy.

## **Monitoring**

All transactions of suspicious nature and/ or any other type of transaction notified under The Prevention of Money-Laundering Act, 2002, shall be reported to the appropriate law enforcement authority, as the same reaches our knowledge.

## **Limitation of Liability**

Notwithstanding anything to the contrary contained herein, neither FincFriends nor its affiliated companies, subsidiaries, officers, directors, employees or any related party shall have any liability to you or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these Terms of Use. To the maximum extent permitted by law, you waive, release, discharge and hold harmless FincFriends, its affiliated, parent and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Website.

FincFriends makes no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website will be error free and/or uninterrupted. Consequently, FincFriends assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website; and/or any interruption or errors in the operation of the Website.

This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents / content comprising this Terms of Use. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, malware, Trojan horses and other items of destructive nature. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

## **Indemnity**

You agree to indemnify, save, and hold FincFriends, its affiliates, contractors, employees, officers, directors, agents, 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 services or of the Website, any violation by you of these Terms of Use, or any breach of the representations, warranties, and covenants made by you herein or your infringement of any intellectual property or other right of any person or entity, or as a result of any material posted/ transmitted by you on the Website including ones that are threatening, libelous, obscene, harassing or offensive.

FincFriends reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify FincFriends, including rights to settle, and you agree to cooperate with FincFriends's defense and settlement of these claims. FincFriends 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 termination of this Terms of Use.

### **Proprietary Rights**

FincFriends owns the copyright in all of the information and material contained in this Website. FincFriends has proprietary rights over the content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software. You may not copy, reproduce, distribute, or create derivative works from this content or reverse engineer or reverse compile any of the Service technology used.

### **Applicable Laws**

Your use of this Website and services is subject to laws of India. In case of any disputes arising out of the use of the Website, Courts at Gurugram will have exclusive jurisdiction.

### **Severability**

FincFriends has made every effort to ensure that these Terms of Use adhere with the applicable laws. If any of the terms shall be deemed void, invalid or unenforceable for any reason, the invalidity or unenforceability of such condition(s) shall not prejudice or affect the validity or enforceability of any remaining provision(s) of this Terms of Use.

If you do not agree with any of these Terms of Use, you may not use this Website.