TERMS & CONDITIONS

These Terms and Conditions ("Terms and Conditions") govern the use of accessing the Website i.e. Techfino Capital Private Limited (TCPL) ("Website"). The Website is owned and operated by Techfino Capital Private Limited (TCPL) Limited, having its registered office at 1st floor, Smart Works Building, Thubarahalli, Vartthur Road, Banalore-560066 ("TCPL").

Please carefully read the following terms and conditions. These terms and conditions, together with the privacy policy available at Techfino Capital Private Limited (TCPL), and other policies which may be applicable to specific portions of the website constitute the terms of your access to and usage of the website. By using the website, you agree to be bound by these terms and conditions, the privacy policy and other policies which may be applicable to the website.

TCPL may revise and update these Terms and Conditions from time to time. Your continued usage of the Website is considered as an implied acceptance of the changes and that you agree to abide by these Terms and Conditions for usage of the Website.

DECLARATION

You expressly authorize TCPL or any of its affiliates to conduct Know Your Customer (KYC) and other mandatory checks through legally permissible processes. This includes authentication/verification of submitted documents or details for KYC purposes and accessing data from databases maintained by statutory or lawful authorities.

You agree and authorise TCPL/its third-party service providers to contact you at the contact information provided for service-related communication relating to your product or facilities offered even if your number is in National Do Not Call Registry.

LIMITED LICENSE

We grant you a non-exclusive, non-transferable, limited right of access to the Website. You are not permitted to archive or retain any information or content herein in any form without our prior written permission. This limited right to access the Website terminates automatically, without notice to you, if you breach any of the Terms and Conditions mentioned herein.

You agree not to use the Website for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You may not distribute, modify, transmit, reuse, repost, or use the content of the Website for public or commercial purposes, including the text, images, audio, and video without TCPL's written permission. You agree to protect the proprietary rights of TCPL and all others having rights in the Website or its content and to comply with all reasonable written requests made by TCPL or others, to protect their and others' contractual, statutory and common law rights in the Website. You agree to notify TCPL in writing, promptly upon becoming aware of any unauthorized access or use of the Website by any party or of any claim that the Website infringes upon any copyright, trademark or other contractual, statutory or common law rights.

You further acknowledge that all the intellectual property in the Website continues to vest with TCPL.

We reserve the right to deny you, at our sole and absolute discretion, access to the Website, including any portion thereof without any prior notice.

DISCLAIMER OF WARRANTIES

We make no warranty that the contents of the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof, to any users of the Website.

TCPL gives no warranties (whether expressed or implied) or recommendations, as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Website or any of its contents. The content of the Website does not constitute an express or deemed opinion or an expert view. Any decisions will be based solely on your own evaluation and neither TCPL or its representatives nor any third party shall be liable for any loss or damage of any kind whatsoever, caused by your reliance on the information obtained through the Website. We reserve the right to change the contents of the Website at any time without notice.

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NO ENDORSEMENT

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. TCPL makes no effort to review the content of these web sites, nor is TCPL responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that TCPL does not pre-screen content, but that TCPL will have the right (but not the obligation) in its sole discretion to refuse, edit, move or remove any content that is available via the Website.

EVIDENCE OF TRANSACTIONS WITH CUSTOMERS

In respect of any transactions which may be permitted by TCPL from time to time, TCPL's own records of such transactions, maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes.

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TCPL neither warrants nor represents that your use of material displayed on the Website will not infringe intellectual property rights of any other third parties not owned by it.

Your misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms and Conditions, is strictly prohibited. We shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary), over and above all other remedies available to us, to protect our interests therein.

CONFIDENTIAL INFORMATION

We discourage you from sending or posting to the Website any information that you consider to be confidential or proprietary. Please note that if you do send or post any such information or material, we will assume that it is not confidential. By sending or posting any information or material, you grant us an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you agree that we are free to use any ideas, concepts, know-how or techniques that you send or post for any purpose whatsoever on the Website. It is also clarified that TCPL will be under no obligation to destroy / discard any information shared by you on or through the Website, even if specific request is made in this regard.

USE OF COOKIES

You agree and understand that this website will automatically receive and collect certain anonymous information in standard usage logs through the web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy on this website.

INDEMNIFICATION

You agree, at your own expense, to indemnify, defend and hold harmless TCPL and its representatives, against any claim, suit, action or other proceeding brought against TCPL or its representatives and as by a third party, to the extent that such claim, suit, action or other proceeding is based on or arises in connection with the use of the Website, or any links therein, including, but not limited to:

- Your use or someone else's use of your access to the Website;
- Your use/operation or someone using/operating or conducting any transactions, where applicable;
- A violation of the Terms and Conditions contained herein by you or anyone using your computer;
- A claim that any use of the Website by you or someone using your computer infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party;
- Any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website by you or someone using your computer;
- Any misrepresentation or breach of representation or warranty contained herein made by you; or
- Any breach of any covenant or agreement to be performed by you hereunder.
- You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

LIMITATION OF LIABILITY

In no event will TCPL or its employees and directors be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Website or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if TCPL or its employees and directors thereof, are advised of the possibility of such damages, losses or expenses.

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You acknowledge that any software which may be available or provided to you on the Website may contain technology that is subject to strict controls pursuant to export control laws and regulations of the India and other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export laws and regulations. TCPL does not authorize the downloading or exportation of any software or technical data from the Website to any jurisdiction prohibited by such export controls laws and regulations.

LEGAL DISCLAIMERS

The information provided on or through this website is for information purposes only and they do not in any manner indicate any assurance or opinion of any manner

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Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any financial service or a solicitation of any type. The information (and opinions, if any) contained on this website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences, and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Your decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe TCPL or any of its employees/authorized representative as having been in any way involved in your decision-making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock, investment, or financial advice.

COMMUNICATION

You agree that TCPL or its affiliates or their employees or agents may share all information and details as provided by you in your application in relation to your existing loans and/ or repayment history to any third party including but not limited to its / their group companies, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies etc. for customer verification, personalization of products and services, credit rating, data enrichment, marketing or promotion of the products or services of TCPL or their affiliates or of any other service provider. You agree that you consent to receiving any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from any TCPL or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to you or your family members. You expressly and irrevocably consent that for any claim against the service providers, TCPL or its affiliates shall not be liable and your claim on this account shall be against the service providers and/or tele-callers. You agree to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information or issuance of notices through them.

GOVERNING LAW AND JURISDICTION

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms and Conditions. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Bangalore having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Bangalore, India for the resolution of all such disputes.

RBI DISCLAIMER

“Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any statements or representations made or opinions expressed by the company and for discharge of liability by the company”.

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The Company shall make reasonable efforts and to cause the users of its computer resources to not host, display,
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(i) belongs to another person and to which the user does not have any right;
(ii) is obscene, pornographic, paedophilic, invasive of another’s privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling,2[or an online game that causes user harm,] or promoting enmity between different groups on the grounds of religion
or caste with the intent to incite violence;
(iii) is harmful to child;
(iv) infringes any patent, trademark, copyright or other proprietary rights;
(v) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit of the Central
Government as the Ministry may, by notification published in the Official Gazette, specify;
(vi) impersonates another person;
(vii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
(viii) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
(ix) is in the nature of an online game that is not verified as a permissible online game;
(x) is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game;
(xi) violates any law for the time being in force;

The Company has the right to terminate the access or usage rights of the users to the computer resource immediately or remove non-compliant information or both, as the case may be;

If any such information is hosted, stored or published, the Company shall remove or disable access to that information, as early as possible.

The Company shall take all reasonable measures to secure its computer resource and information contained therein following the reasonable security practices and procedures as prescribed in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011. Any grievance in this regard may be raised in the manner prescribed in this Policy."