

TERMS AND CONDITIONS

1. Introduction

- (a) Fintin Fintech Private Limited (CIN- U72900PN2022PTC207785) ("Company" or "We") is a private limited company incorporated under the Companies Act of India with registered office at FL No S-1, FP 425, CTS 91/73, Pariwar Apartment, Mukund Nagar, Pune, Maharashtra, India- 411037. The Company and D R Khanna Financiers Private Limited, in mutual collaboration intend to provide various financial services including the provisioning of loan to various individuals. The "Fintin" ("**Application**"), www.fintin.in ("**Website**") is managed by the Company.
- (b) We provide to the Users various financial products and services offered by our Company such as extending loans and advances, ("**Services**"). Such Services are accessible via of our website www.fintin.in ("**Website**") and our applications for mobiles, smart devices and any other compatible device ("**Application**").
- (c) These Terms & Conditions of use of our Website, our Application or any products or services in connection with the Application/ Website/Services by its users ("**User/You/Your**").
- (d) By visiting or using the Website, Application or Services or by downloading any content from the Website or via the Applications, you would be indicating that you have read, understood and thereby agree to be bound by these terms and avail our Services ("**Terms of Service**" or "**Terms**").
- (e) Kindly read the Terms of Service carefully before accessing or using the Website, Application or Services. This Terms of Service shall be legally binding on the Users.

2. Terms of Use

- (a) By using the Website, Applications or Services, you agree to comply with and be legally bound by the Terms of Service. These Terms govern your access to and use of the Website, Application and Services and constitute a binding legal agreement between you and the Company.
- (b) If you do not agree to these Terms, kindly do not access or use the Website, Application or Services. The User can access the Services directly via the Website and the Application.
- (c) You acknowledge and agree that, by accessing or using the Website, Application or Services, you are indicating that you have read, and that you understand and agree to be bound by these Terms and receive our Services.
- (d) The Platform enables Users who seek to obtain loans with certain lenders who may be willing to provide such loans to such Beneficiaries. We shall provide the loan to the Users in collaboration with D R Khanna

Financiers Private Limited (“**Lender**”). We shall make reasonable efforts to connect the Users and the Lender. The Services are subject to the availability of Lender/ Users. By using the Platform or the Services, You hereby acknowledge that the Company is not a Lender. The Company is merely a service provider and facilitates the transaction between the Users and the Lender. The Company is merely a customer aggregator and provides a marketplace platform for the User and the Lender to transact on. By continuing the access/ use of the Platform or the Services in any manner, You acknowledge and agree that We have not held itself out as a loan provider in any manner. You acknowledge and agree that the relationship between you and a Lender shall be subject to a contract between You and the Lender. The Company shall never be a party to such contract, and you hereby discharge the Company of any and all liability, claims, damages, or actions of any manner whatsoever that may arise out of any transactions you may enter into with a Lender.

- (e) The Company may, based on any form of access to the Application or Services or Website, through any source whatsoever, contact the User through SMS, e-mail and/or call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products and/or for marketing purposes. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail. After creating an account with the Company, you acknowledge and agree that the employees of the Company or any person authorised by the Company in this regard, may contact you for the above mentioned purposes and promotional purposes through telephone, SMS, email etc. The Company shall have the right to monitor the usage of the Application/Website/ Services by the User, as specified in the privacy policy of the Company in order to enable effective and efficient usage of the Services and access to improvised and customised Services to the User.
- (f) The Company has taken the best efforts to train the personnel engaged in the sales and customer service departments, however it makes no warranties or representations whatsoever regarding the quality and competence of such personnel. The Company would not be responsible in any manner for any deviant behaviour of any such personnel. The User may give us a feedback about the services provided by such personnel and Company reserves the right and discretion to take any action in this regard.
- (g) The Company shall have no responsibility for any loss or damage caused to device or any other hardware and / or software and/or instrument, including loss of data or effect on the processing speed, resulting from your use of our Services.
- (h) You agree and acknowledge that the Company has no liability for any errors or omissions in the Website or Application, including the information and materials on the Website such as the text, trademarks, logos, graphics, and images, whether provided by the Company or third parties. You further acknowledge and agree that the Company makes no warranty or representation of any kind as to the availability of the Website or any portion thereof. The Website or portions thereof may be inaccessible for various time periods due to the Internet service provider problems or otherwise, and that the Company shall have no liability for any unavailability of or inaccuracy in the Website or the materials.

- (i) The Website and the Services are provide “AS IS” with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement, are expressly disclaimed. The Company disclaims any warranties for other services or goods received through or advertised on the Website or received through any links provided in the Website, as well as for any information or advice received through the website or through any links provided in the website. The Company expressly disclaims any warranties for any information or advice obtained through the site or through any material advertised on the Website.
- (j) You agree and understand that any material downloaded via the Website or Application or obtained otherwise while accessing the Services shall be at your own risk and the Company shall not be liable for any damage to your device or computer system or loss of data or any other damage pursuant to such downloaded material.

3. Registration

- (a) In order to avail the Services, the User shall be required to register himself/herself with the Website/ Application, and maintain an account with the Application/Website. The User will be required to furnish certain information and details, including his/her name, mobile number, e-mail address, residential address, and any other information deemed necessary by the Application/ Website.
- (b) After registration via the Website or the Application, the User can access various Services mentioned on the Website or the Application.
- (c) Each of the Services offered via the Website are subject to terms and conditions and pre-requisites that the User needs to comply with in order to avail the same. You agree and acknowledge that creation of an account does not guarantee access to any Services offered by the Company.

4. Refund and Cancellation: After availing of loan from the Lender, the Lender is not entitled to avail a refund of the money offered as loan to the User subject to the User accepting the loan or a loan contract is created. After acceptance of loan offer and the loan contract has been executed, the Lender is not entitled to seek a refund of the loan extend and is bound by the terms of the contract, and the transaction cannot be cancelled.

5. Conduct of the User

- (a) You understand and agree that you are solely responsible for compliance with any and all applicable laws, rules, regulations that may apply to your use of the Website, Application and Services. With respect to the Terms, the following may be noted:-
 - (1) It is the sole responsibility of the User to ensure that the account information provided by the User is accurate, complete and latest.

- (2) You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under the account. You shall immediately notify the Company of any unauthorized use of your account. If there is reason to believe that there is likely to be a breach of security or misuse of your account, we may request you to change the password or we may suspend your account or take any other action deemed necessary, without any liability on the Company, for such period of time as the Company deem appropriate in the circumstances. The Company shall not be liable for any loss or damage arising from your failure to comply with this provision.
 - (3) You acknowledge and agree that the accessibility to the Website/ Application is dependent on multiple external factors such as internet service providers, location, bandwidth and the Company does not guarantee accessibility to the Website/ Application at all times. In addition to the disclaimers and conditions set forth in the Terms of Service, the Company shall not be liable to the User for any damages arising from your inability to log into your account and access the Services provided via the Website/ Application at any time.
- (b) Your personal use of the Website, Application and / or Services shall be subjected to the following restrictions:
- (1) You may not decompile, reverse engineer, or disassemble the contents of the Application and / or Website and/or Services or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or Website and/or Services, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or Website and/or Services/products.
 - (2) You will not (a) use this Application and / or our Website and/or any of our product/s or Service/s for commercial purposes of any kind, or (b) use the Application and / or Website/our products and Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.
 - (3) No User shall be permitted to perform any of the following prohibited activities while availing our Services:
 - a. Interfering with any other person's use or enjoyment of the Application/Website/Services;
 - b. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
 - c. Impersonate any person or entity, or falsely state the details;
 - d. Access or use the Application/Website/Services in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;

- e. Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services, or engage in any activity prohibited by these Terms;
- f. Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website or any affiliated or linked sites;
- g. Interfere with, or inhibit any user from using and enjoying access to the Application/Website, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
- h. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Website/Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/ Website/Services/products;
- i. Alter or modify any part of the Services via wrongful means;
- j. Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- k. Violate any of the terms specified under the Terms for the use of the Application /Website/Services.

6. Proprietary Information and Intellectual Property Rights

- (a) Except as expressly stated in the Terms of Service, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website or Services are proprietary property of the Company (**“Proprietary Information”**). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission of the Company and nothing on the Application or Website or Services shall be or products deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights

belonging to the Company, to the User. The Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium. The Website, Application and Services are protected by the copyright, trademark, patent and other applicable laws of India.

- (b) You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights in or associated with the Website, Application or Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of the Company used on or in connection with the Website, Application and Services are trademarks of the Company in India and abroad and are subject to the exclusive ownership of the Company.
- (c) Certain contents on the Website or Application may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you agree and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party. You are not permitted to use the same without the consent of the respective third party.

7. Breach and Violation of the Terms

- (a) In the event of any breach of these Terms by the User, the User agrees that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company will be entitled to injunctive relief in addition to all applicable legal remedies.
- (b) Any violation of the Terms of Service or any other policy of the Company by the User may result in immediate suspension or termination of the User account apart from any legal remedy that the Company can avail as per the applicable law. The violation of these Terms could also result in civil or criminal liability under applicable laws.

8. Indemnity and Liability

- (a) The User agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) use of and access of the Application/Website/Services by the User; (ii) Violation by the User of any term of these Terms or any other policy of the Company; (iii) Violation by the User of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that the User's use of the Application/Website/Services has caused damage to a third party. This obligation will survive these Terms.

- (b) In addition to the terms expressly provided, in no event shall the Company, its officers, directors, employees, partners or agents be liable to the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, the User's use of, or access to, the Application/ Website/ use of the Services.

9. Miscellaneous Provisions

(a) Change/ Modification

The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application/ Website or the Services as it deems fit at any time. The Company has the right to amend these Terms from time to time as it deems fit. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application/ Website/ Services. All prices are subject to change, as the Company may deem fit at any time. The Company will notify you about any change in the Terms of Service or the fees via any medium including notice on the Website/ Application.

(b) Governing Law

This Terms of Service shall be governed and construed in accordance with the laws of India without reference to any choice or conflict of laws provisions. The courts of Pune shall have exclusive jurisdiction in case of any matter arising out of or in connection with this Agreement. The disputes arising out of or in connection with this Terms of Service shall be referred to arbitration to be conducted by sole arbitrator appointed by the Company and shall be settled in accordance with the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the sole arbitrator shall be final and binding on the Parties. The venue and seat of arbitration shall be Pune and language shall be English.

(c) Notice

All notices served by the Company shall be provided via email to your account or as a general notification on the Application/ Website. Any notice to be provided to the Company should be sent to the registered office of the Company or via e-mail to support@fintin.in

(d) Entire Agreement

The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application/ Website/ Services from time to time, constitute the entire agreement between the Company and the User with respect to the access to or use of the Application, Website and the Services thereof.

(e) Assignment

The User cannot assign or otherwise transfer their registration, rights or obligations under the Terms, or any right granted hereunder to any third party. The Company's rights or obligations under the Terms of Service are freely transferable by the Company to any third parties without prior written consent of the User.

(f) **Severability**

If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

(g) **Waiver**

Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

10. Feedback

Any feedback provided by the User with respect to the Website/ Application shall be deemed to be non-confidential and may be used on an unrestricted basis to improve the quality of Services or products offered by the Company. Further, the User represent and warrant that (i) the feedback does not contain confidential or proprietary information of the User or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; and (iii) the User is not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances.

11. Customer Service

We attempt to make all best endeavours to provide our Users with a content, satisfying and enjoyable experience. In the unlikely event that you face any issues or wish to give any feedback, please contact us at support@fintin.in or call us at +917066651666.

You acknowledge and agree to the Terms and understand that they shall apply to your use of the Website/Application and Services. The Company has given you a reasonable opportunity to review these Terms and after reviewing and understanding the Terms, you have agreed to the same.