

## TERMS AND CONDITIONS (TERMS OF USE)

This is the correct approach. In modern digital law (especially under the IT Act, 2000 and DPDP Act, 2023), you need a **"Click-Wrap" Agreement**. This means the user cannot just "browse" to consent; they must actively click "I Agree" to be legally bound.

Here is the **two-part solution**:

1. **The Consent Clause** (to be added to the end of your Privacy Policy or the Signup Screen).
2. **The Comprehensive Terms & Conditions (Terms of Use)** document.

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### PART 1: The Consent Declaration

(Place this text right above the "Submit" or "Register" button on your website/app) DECLARATION OF CONSENT:

"By clicking 'I Accept', 'Register', or by accessing the Platform, I hereby explicitly acknowledge that I have read, understood, and agreed to the [Privacy Policy] and [Terms & Conditions] of Agrim Fincap Private Limited. I voluntarily consent to the collection, processing, and sharing of my personal and financial data as described therein for the purpose of credit assessment and regulatory compliance. I further agree that my use of this Platform constitutes a legally binding electronic contract under the Information Technology Act, 2000."

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### PART 2: TERMS AND CONDITIONS (TERMS OF USE)

**This is a Master Service Agreement between the NBFC and the User. It protects you from liability, defines the scope of service, and establishes the jurisdiction in New Delhi.**

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#### TERMS AND CONDITIONS OF USE

AGRIM FINCAP PRIVATE LIMITED

(A Non-Banking Financial Company - Investment and Credit Company (NBFC-COR) | Listed on BSE)

Version: 2.0

Effective Date: 01-01-2026

Jurisdiction: New Delhi, India

#### 1. PREAMBLE AND ACCEPTANCE

**THIS DOCUMENT IS AN ELECTRONIC RECORD** in terms of the Information Technology Act, 2000, and rules thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Terms and Conditions ("Terms", "Agreement") govern Your access to and use of the website [<https://agrimfincap.com>] and the mobile application (collectively, the "Platform") operated by **Agrim Fincap Private Limited** (hereinafter referred to as the "Company", "Lender", "We", or "Us"), a company incorporated under the Companies Act, 1956/2013, having its Registered Office at 276 , First Floor, Gagan Vihar, Shahdara, Delhi – 110051 India

By accessing, browsing, or utilizing the Services on the Platform, You ("User", "Borrower", "You") unequivocally agree to be bound by these Terms, the Privacy Policy, and the Fair Practices Code of the

# TERMS AND CONDITIONS (TERMS OF USE)

Company. **IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DISCONTINUE USE OF THE PLATFORM IMMEDIATELY.**

## 2. ELIGIBILITY CRITERIA

You hereby represent and warrant that You are competent to contract under the **Indian Contract Act, 1872**. You are eligible to use the Platform only if:

1. You are a citizen of India and a resident within the territory of India.
2. You have attained the age of **18 (Eighteen) years**.
3. You are not disqualified from entering into a contract by any law for the time being in force.
4. You are not a person barred from receiving services under the laws of India or other applicable jurisdiction.

## 3. SCOPE OF SERVICES

The Company provides the Platform to:

1. Facilitate the submission of loan applications ("**Credit Facilities**").
2. Enable credit underwriting and risk assessment via proprietary algorithms.
3. Disburse loans to eligible Borrowers in accordance with the **Sanction Letter** and **Loan Agreement**.
4. Manage repayment, collections, and customer grievances.

**Important Caveat:** The granting of a loan is at the sole discretion of the Company. Mere registration on the Platform or submission of documents does not guarantee the sanction of a Credit Facility.

## 4. USER ACCOUNT AND SECURITY

1. **Account Creation:** To avail Services, You must register by providing accurate, current, and complete information as prompted by the registration form.
2. **Confidentiality:** You are solely responsible for maintaining the confidentiality of Your Login Credentials (Username, Password, OTP). You agree that any activity that occurs under Your account shall be deemed to be an act authorized by You.
3. **Notification:** You agree to immediately notify the Company of any unauthorized use of Your account or any other breach of security. The Company shall not be liable for any loss incurred by You due to unauthorized access to Your account.

## 5. USER OBLIGATIONS AND COVENANTS

You hereby covenant and agree that You shall **NOT**:

1. **Misrepresentation:** Provide false, inaccurate, or misleading information regarding Your identity, income, or employment.
2. **Illegal Use:** Use the Credit Facility for any illegal purpose, including but not limited to speculation, gambling, or activities prohibited under the *Prevention of Money Laundering Act (PMLA), 2002*.
3. **IP Infringement:** Reverse engineer, decompile, or disassemble any aspect of the Platform or infringe upon the Intellectual Property Rights of the Company.

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4. **Malicious Activity:** Upload any material that contains software viruses, trojans, or any other computer code designed to interrupt, destroy, or limit the functionality of the Platform.

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### 6. LENDING TERMS AND REGULATORY COMPLIANCE

1. **Loan Agreement:** The specific terms of Your loan (Interest Rate, Tenure, EMI, Processing Fee) shall be governed by the separate **Loan Agreement** and **Key Fact Statement (KFS)** executed between You and the Company. In case of a conflict between these Terms and the Loan Agreement, the Loan Agreement shall prevail.
2. **Credit Reporting:** You explicitly authorize the Company to fetch Your Credit Information Report (CIR) from Credit Information Companies (CICs) and to report Your repayment behavior (including defaults) to such CICs.
3. **Fair Practice:** The Company adheres to the **RBI Fair Practices Code**. A copy of the same is available on the Platform.

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### 7. INTELLECTUAL PROPERTY RIGHTS (IPR)

All content on the Platform, including but not limited to text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, and computer code (collectively, "**Content**"), is owned, controlled, or licensed by or to the Company and is protected by copyright, patent, and trademark laws.

You are granted a limited, non-exclusive, non-transferable license to access the Platform strictly for personal use. You shall not copy, republish, or distribute any Content without express written consent.

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### 8. DISCLAIMER OF WARRANTIES

The Platform and all Services are provided on an "**AS IS**" and "**AS AVAILABLE**" basis. The Company explicitly disclaims all warranties, express or implied, including but not limited to:

1. **Uninterrupted Service:** The Company does not warrant that the Platform will be constantly available, or available at all, during maintenance or technical failures.
2. **Accuracy:** While We strive for accuracy, We do not warrant that the information on the Platform is complete, true, or non-misleading.
3. **Third-Party Links:** The Platform may contain links to third-party websites (e.g., Payment Gateways). The Company controls neither the content nor the privacy practices of such sites and accepts no liability for them.

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### 9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, **Agrim Fincap Private Limited** (including its Directors, employees, and LSPs) shall **NOT** be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

1. Your access to or use of or inability to access or use the Platform.
2. Any unauthorized access to or use of our secure servers and/or any personal information stored therein.
3. Any bugs, viruses, or trojan horses transmitted to or through our Platform by any third party.

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## **10. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, and employees 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:

1. Your violation of any term of these Terms.
2. Your violation of any third-party right, including without limitation any copyright, property, or privacy right.
3. Any claim that Your content caused damage to a third party.

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## **11. TERMINATION**

The Company reserves the right, in its sole discretion, to terminate or suspend Your access to the Platform and/or Your Account at any time, without notice, for any reason, including but not limited to a breach of these Terms or suspected fraudulent activity.

Upon termination, Your right to use the Platform will immediately cease. However, Your obligation to repay any outstanding Loan amount shall survive such termination.

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## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of India**.

**DISPUTE RESOLUTION:**

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the competent Courts situated at New Delhi, India.

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## **13. CONTACT INFORMATION**

For any questions regarding these Terms, please contact our Compliance Officer:

Secretary / Compliance Officer

Agrim Fincap Private Limited

Register Address: 276 , First Floor, Gagan Vihar, Shahdara, Delhi – 110051 India

Email: [care@agrimfincap.com](mailto:care@agrimfincap.com)

Phone: 9355570545

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**I HEREBY CONFIRM THAT I HAVE READ THESE TERMS AND CONDITIONS AND ACCEPT THEM VOLUNTARILY.**