Overview

Terms & Conditions

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These terms and conditions ("Terms") apply on the usage of AJIVIKA FINANCE LIMITED's ("Company") website "www.jivikaloan.com" (the "Website"), the smart phone Application titled 'Jivikaloan' (the "Application"), owned and developed by AJIVIKA FINANCE LIMITED, "the parent company" as well as to all information, recommendations and/or services provided to you on or through the Website, the Application or through the Customer Support ("CS") services provided by Jivikaloan over a telephone or through any form of electronic communication, including communication made via any social media. The term "You" refers to the user of our services, through the Website, the Application and the CS ("User").

These Terms, sets forth the terms and conditions that apply to use of this site (www.Jivikaloan.com) and all sub sites that reside under the site (collectively 'Website'), by a Subscriber. The Terms are governed by the provisions of the applicable Indian laws, the rules, regulations, guidelines, and clarifications framed thereunder, including but not limited to:

The Indian Contract Act, 1872;

The Information Technology Act, 2000;

The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and

The Information Technology (Intermediaries Guidelines) Rules, 2011.

These Terms, along with Company's Privacy Policy, as amended and updated from time to time, constitute the entire agreement between the User(s) and company with respect to access to and use of the Website / Application / CS and the Services (as defined hereinafter), superseding any prior written or oral contracts in relation to the same subject matter herein.

IF THESE TERMS ARE NOT ACCEPTABLE TO YOU, PLEASE DO NOT USE THE COMPANY's WEBSITE, APPLICATION, CS, OR SERVICES.

Restrictions On Use

The Website is owned and operated by AJIVIKA FINANCE LIMITED and contains material which is derived, in whole or in part, from material supplied by the Company, its group companies, various news agencies and other sources (including content partners), and is protected by international copyright and trademark laws. The restrictions on use of the material and content on the Website by the Subscriber are specified below. Except where specifically authorised, the Subscriber may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Website including code and software.

Compliance With The Terms

By using the Website, you agree to comply with all of the terms and conditions hereof. The right to use the Website is personal to you and is not transferable to any other person or entity. You are responsible for all use of your account (under any screen name or password) and for ensuring that all use of your account complies fully with the provisions of this Agreement. You shall be responsible for protecting the confidentiality of your password(s), if any.

Changed Terms

The Company shall have the right at any time to change or modify the terms and conditions applicable to Subscriber's use of the Website, or any part thereof, or to impose new conditions, including but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Website by Subscriber after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

Use Of Information And Materials

The content (material, information, data, money market movements, news items, texts, graphics, links etc.) contained on this website is provided for general information only and should not be used as a basis for making business/commercial decisions. You are advised to exercise due caution and/or seek independent advice before availing any facility or entering into any investment or financial obligation based on the Content contained on this Website.

The Content contained on this Website or other terms are provided on an “as is”, “as available” basis. You may not distribute the content to others without the express written consent of company. You may not copy, download, publish, distribute or reproduce any of the content contained on this Website in any form without prior permission of company.

The Content on this Website should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, securities or any other instrument or financial products/schemes of company, or any of its holding/subsidiaries/affiliates. Use of the products or services described on this Website may not be permitted in some countries and if in doubt, you should check with your local regulator or authority before requesting further information on such products/services.

User(S) Eligibility

User(s) means an individual who uses and has the right to use the Services provided by company. Our Services are available only to those individuals who have an Indian citizenship and who can form legally binding contracts under the applicable law. Therefore, a User must not be a minor, of unsound mind or insolvent, as per Indian Law; i.e. User(s) must be at least 18 years of age to be eligible to use our services and must be competent to enter into a valid contract. The User must hold Indian citizenship status, and the company may ask the User to provide valid documents to prove the same.

The Company hereby advises you that while accessing the Website/Application, you must follow/abide all applicable laws. The Company is not responsible for the consequences of your behaviour or negligence, misfeasance or malfeasance during use of the Website / Application / CS / services. It at all times reserves the right to deny services to you without any obligation to state the reasons for such withholding or withdrawal of services.

Transaction

Products and Services are available only at the discretion of the company and its group companies, subject to the

individual contractual terms and conditions of products and services on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations. The user acknowledges that certain functions of this Website would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. the company and its group

companies do not assume any responsibility/liability if the Website is not fully functional due to absence/ insufficiency of the required internet connection.

Users may earn reward/loyalty points based on their activities on the Website/Application. Company may offer an option to redeem the reward/loyalty points as Discount on the Interest Amount. The terms governing award of reward/loyalty points and conversion rate of the points shall be at the discretion of Company and may be subject to change.

Company and its group companies shall have the sole discretion to remodel the rewards/loyalty points system and the manner of awarding, and allocation of, rewards points from time to time and shall have the sole discretion, right and power to choose to issue or withdraw reward/loyalty points or a separate category of points, identified by any other name, to Users based on their usage of the Website/Application/ repayment frequency or any other criteria such as referrals made, usage of referred Users, etc. The terms and scheme governing award of such points and mode and conditions for redemption or any other articles shall be decided and notified on the application from time to time and shall be subject to changes as per the sole discretion of Company.

All rates, charges and fees quoted / stated for various financial products and schemes and interest rates cited as examples of rates which may be in effect from time to time are indicative rates only and are subject to change at any time at the sole discretion of the company and applicable Indian laws. These charges, fees and rates may change depending upon the assessment made by the company in individual cases upon receiving necessary information and documents.

Indicative loan Terms:

Loan: The Loan provided by the company shall be the amount stated in the sanction letter which shall be strictly in accordance with the terms and conditions mentioned herein and based on other documents executed by you.

Rate of Interest: The rate of interest will be specified in the sanction letter based upon your risk gradation.

Disbursement: The company will disburse the loan to your designated bank account by way of direct bank transfer via NEFT, IMPS or through such other modes as it deems fit in its absolute discretion.

Repayment: You shall pay to the company the repayment instalments, inclusive of other fees, on a monthly basis on the Scheduled Due Date, from the first due date to the last due date as mentioned in the Sanction Letter/ loan agreements (as may be required by the Lender to its satisfaction), without fail on the first presentation.

In order to facilitate such repayment, the company has provided various options that can be relied upon by you., including, without limitation, Payment via link provided by it, Net Banking Payment etc. In order to further secure such payments, it relies on secured payment gateways.

Problem with repayment: Please talk to our LSP on following credentials:

App/ Website : Jivikaloan.com

Helpline : 0120-4317430

Email : contact@Jivikaloan.com

Refund: All refunds in relation to your loan that are initiated by us will be credited to the account/card from where the original transaction had initiated. Such refunds shall be credited within the statutory time period.

User Information, Offers And Promotions

The company collects general user data including name, email ID, phone number, bank accounts details, access to the User's SMS inbox records, location (need based), usage of other mobile applications, and the User's bank details, and any other information as may be required, to facilitate the Services.

The type of information collected by the company is dependent on the nature of the services being provided, and all types of information specified above may not be collected for the provision of all Services. The company may use any

information it collects from you to improve, maintain, provide, and make more secure the Services, the Website, the Application, and the CS services. It may also use any information provided to it by you to send you commercial or marketing messages and by availing of the services and using the Application, Website and CS Services. You consent to receive such messages.

It is assumed that all information collected from the you is correct and accurate. Misuse and misrepresentation of identity could lead to automated termination of services or the use of the platform without prior notice to such users.

Linked Websites

This Website may contain links to other websites of affiliate companies or holding or fellow subsidiaries of the company. This Website also contains links to external websites, having further linked websites, controlled or offered by third parties acting as Lending Service Providers (non-affiliates of the company), in order to help you find relevant websites, services and/or products which may be of interest to you, quickly and easily. The contents displayed or products / services offered on such linked websites or any quality of the products/ services are not endorsed, verified or monitored by the company or its affiliates. The company and its affiliates are also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this website includes a link infringes the intellectual property rights of any third party).

Usage Conditions

You are advised to provide accurate information to the company. The company can verify the information that you have provided and choose to refuse services or use of the Website without providing any reasons therefor.

By using the Website You agree that:

You have understood these Terms with the company and you have clearly understood the terms and conditions of the Services.

You shall use the Application for personal purposes only.

You shall not infringe the company's or any third party's intellectual property rights, rights of publicity or privacy. You

shall not assign or otherwise transfer your account to any other person or legal entity. You shall not use the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes.

You shall not use the Services to cause nuisance, annoyance or inconvenience.

You shall not impair the proper operation of the network, hack or illegally access any user data from the Website/Application or make any material change in the Website/ Application without the prior permission of the company since any of these above acts will be construed as hacking or data theft under extant Indian laws.

You shall not try to disrupt the provision of the services to any User in any way whatsoever.

You shall not copy, or distribute the Application or other the company content without written permission from the

company.

You shall keep your account password information, or any other identification we provide you which allows access to the services, confidential.

You shall provide us any proof of identity we may request, and as may be specified by the Reserve Bank of India ("RBI") in relation to any Customer Due Diligence or Know-Your-Customer processes, as may be applicable and shall

not refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to the company.

You shall not remove, circumvent, disable, damage or otherwise interfere with security related features of the company's Services or features that enforce limitations on the use of its Services and Website.

You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the company's services and services or any part thereof or infringe any patent, trademark, copyright or other proprietary rights.

You shall comply with all applicable law of your city, state and the country while using the Website, the Application, the CS, or the Services.

In addition to its other rights under these Terms, the company reserves the right to immediately terminate the Services, if you do not comply with any of the above.

Representations, Warranties, Indemnification And Limitation Of Liability

Without prejudice to the above, the company makes no representation or warranty that: The

Services will meet the User's requirements.

The Services will be uninterrupted, timely or error-free. Without prejudice to the above, the company shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Users arising out of.

The use of the Service offered by the company, including, but not limited to, direct, indirect, incidental, punitive, or consequential loss or damages.

The use of the Website, or the CS services for any reason whatsoever, including, but not limited to, the User's non-compliance with the services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of the company or any person or any organization involved in the above-mentioned systems.

Refund And Cancellation Policy

Any additional payment made by you shall be refunded back within 30 days pursuant to the reconciliation of the accounts by the company. There will be no cancellation of the service (except in case of payment during the look up period) once you have received the loan amount in your bank account.

Intellectual Property Rights

The term "Jivikaloan" is a registered trademark and the rights of the Website as well as the mark "Jivikaloan" are exclusively owned by AJIVIKA FINANCE LIMITED. As long as you respect these terms and conditions for browsing/using this Website, the company and its group company grants you a non – exclusive, non-transferable and revocable license to use this Website. All rights relating to this website as well as its functionalities are the exclusive property of the company (particularly including but not limited to copyrights, trademarks, source code, patents as well as any other

intellectual property right). All the information provided on or via this Website (including all texts, graphics, design or logos) shall be the intellectual property of the company and or its fellow subsidiaries/ affiliates. You agree not to copy, forward, download or share content without obtaining the necessary rights or permissions to do so. You also agree not to abuse the use of this Website.

The company does not represent or endorse the accuracy or reliability of any information, or advertisements (collectively, the "Content") contained on, distributed through, or linked, downloaded or accessed from any of the services contained on the Website, or the quality of any products, information or other materials displayed, or

obtained by you as a result of an advertisement or any other information or offer in or in connection with the Services.

We accept no responsibility for any errors or omissions, or for the results obtained from the use of this information. All information in the Website is provided "AS IS" with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the User(s). In no event shall the company, its directors, employees, agents, affiliates, or partners, be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the Services. User(s) of the Website must hereby acknowledge that any reliance upon any Content shall be at their sole risk.

The company reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Services.

Trademark

All related icons and logos are registered trademarks or trademarks or service marks of Jivikaloan in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Consent To Electronic Communications And Transactions

By clicking the "Login", "Register", or "I Agree" button, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to Your email address / mobile number per our records, or when we post the electronic communication on the Application or the Website.

Data Protection

The storage, usage and transmission of all information obtained by it through the Website, shall at all times be in accordance with the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and all other applicable law. In the event the company obtains any personal data or confidential information pursuant to any transaction/Services, it shall only undertake the processing of Personal Data/Confidential Information reasonably required in connection with the performance of its obligations under the transaction/Services.

The company shall at all times have appropriate technical and organisational measures in place to:

prevent unauthorised or unlawful processing of any Personal Data/Confidential Information; protect

any Personal Data/Confidential Information against accidental loss, destruction or damage;

ensure the reliability of its employees/contractor having access to the Personal Data/Confidential Information;

Choice Of Law And Dispute Resolution

These Terms of Registration shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that any and all disputes arising from or relating to these

Terms of Registration, the Application or the Website shall be resolved exclusively by arbitration under the Arbitration and Conciliation Act, 1996 and the governing law of such arbitration shall be Indian Law. The arbitral tribunal shall consist of an independent sole arbitrator to be appointed by the company and the seat and place of such arbitration shall be Noida, Uttar Pradesh.

Amendment To Terms

The company shall be entitled to add to, vary or amend any or all these Terms at any time and You shall be bound by such addition, variation or amendment once such addition, variation or amendment is incorporated into these Terms on the Website on the date that the company may indicate that such addition, variation or amendment is to come into effect.

Breach Of The Terms

Without prejudice to the company's other rights under these Terms, if you breach these Terms in any way, or if the company suspect that you have breached these Terms in any way, then the company shall be entitled to take such action as it may deem fit.

Communication & Contact

We may use your information to communicate with you, respond to inquiries, provide customer support, and share service-related updates. With your consent, we may send marketing communications via SMS, Email, RCS, WhatsApp, and Voice calls. You may opt out of marketing communications at any time using the unsubscribe option provided in our messages.