

Terms of Use

This Terms of Use Agreement (“TOU/ Agreement”) sets out the terms and conditions which will be applicable for the access and usage of the website i.e. www.fingy.ai including any other media form, media channel, mobile website, or mobile application related or connected thereto and further including any amendments/ modification/ update thereon (hereinafter referred as “Website”), which is operated and managed by E-Revbay Private Limited (hereinafter collectively referred to as “Company”/ “ERB”) incorporated under the Companies Act, 2013.

The agreement is an electronic record in accordance with the Information Technology Act, 2000 and it does not require any physical/digital signature. This agreement is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) 2011.

By accessing this Website, registering with ERB, selling/availing any Financial Products and services by/through ERB, you the user herein whether registered with ERB or not (User/s) hereby agrees to be bound by this Agreement of “Terms of Use”. This Agreement describes that the relationship between the Company and User will be subject to guidelines, policies, terms and conditions applicable to any specific service that is provided by this website and they shall be deemed to be incorporated into this Agreement and shall be considered as part and parcel of this Agreement. These Terms also apply to any and all online resources, materials, download areas, tools provided on this Website, including without limitation, blogs, community forums, chat rooms, discussion sites, service offerings information (hereinafter, “Online Mediums”), both now and in the future. ERB may also publish medium-specific terms of use, in which event these Terms shall remain in full force and effect to the extent that the Terms do not conflict with the medium specific terms of use.

The users are requested to visit this website and review the most updated version of Agreement. The Company reserves the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and the same shall be deemed to be reviewed and accepted by the User of this website.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. USER’S ACCEPTANCE OF TERMS CONTAINED HEREIN CONSTITUTES THE AGREEMENT BETWEEN THE USER AND THE COMPANY FOR THE PURPOSE AS DEFINED HEREUNDER.

1. Description and Acceptance of Services

The Company through this website offers Users to access information primarily about certain financial products/services including but not restricted to loan facility, credit card facility, investment services such as Fixed Deposits and mutual funds (collectively referred as “Services”).

ERB provides Loan, Credit cards facility, fixed deposits along with Investment services relating to Mutual Funds. Further, the company may provide third party services like credit check services and any other services to retrieve and use the User’s information through third party sites viz Bank sites. The said services as mentioned above are provided on commercially reasonable effort basis and the user hereby

agrees that user's participation for availing the above-mentioned services is purely as user's will and consent.

The continued usage of ERB's services and this website from time to time by the user would constitute acceptance of the Agreement including any modification/update/change thereof and user would be bound by this Agreement until this Agreement is terminated as per provisions defined therein.

The user hereby agrees and authorize the Company to share User's information with its group companies and other third parties, in so far as required for joint marketing purposes/offering various services/report generations and/or to similar services to provide users with various value added services, in association with the Services selected by the User or otherwise. The user agrees to receive communications through emails, telephone, mobile and/or SMS from the Company or its third-party vendor/ Business partner/ Marketing affiliates regarding the services, updates, information/ promotional emails and/or product announcements. Thus, in the same regard User agrees and consents to receive all communications at the mobile number/ email provided by the User, even though the number is registered under DND/NCPR list under TRAI regulations. And for that purpose, the User hereby further authorize Company to share/disclose the information to any third party service provider or any affiliate, its group companies, authorized agents.

Company will retain and utilize the User's information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements entered into for providing Services and ancillary services.

2. Permission/License and Website Access

The user hereby acknowledges and agree that the Company possesses all legal right, title and interest in and to the services, including any intellectual property rights which subsist in the services (registered or not). User further acknowledges that the said services by the company may contain some information that are of confidential nature and the User shall not disclose such information without the prior consent from the Company.

Further all copyrightable material (including source and object code) and all other materials, including without limitations the design, structure, and arrangement of such content contained on this Website (hereinafter, the "Content") its "look, layout and fee" (e.g. text, graphics, images, logos and button icons), photographs, editorial content, notices, software and other material trade names, trademarks, service marks, logos, domain names, other distinctive brand elements, whether registered or not, are owned, controlled or licensed by or to ERB, including but not limited to copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and other proprietary rights and unfair competition law are protected by intellectual property laws (the "Intellectual Property laws").

Company through this Agreement grants limited license to access and make use of this website and Company's services. The said license is not inclusive of any downloading or copying of any information for the benefit of another individual, partner/ vendor or any other third party or to create any work in attempt to discover any source code, assign, sell, sublicense, grant security license interest in or otherwise transfer

any right in the services. Unauthorized usage in any manner by the User shall lead to termination of the permission of license granted to the User. The Company reserves the right to take appropriate action under Law against any such unauthorized usage.

By making use of this website the User hereby agrees not to do the followings: -

- Using this website for any commercial purpose
- Undertaking any false, fraudulent or any transaction in anticipation of the demand
- Getting access, copying contents/ information or monitoring the same using any robot, process, system, spider or any other automated means or manual process for any intention
- without our permission
- Breaching of the limitation/conditions/restrictions of this website or by restricting or circumventing other measures in order to limit the access to this website
- "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

The User shall not use this Website, Content or Online Mediums or any Intellectual Property for any purpose or in any manner that infringes the rights of any third parties. Any Copyright infringement of any content on this Website that the User believes infringes the copyright or any other Complaints should be reported to the Grievance officer of the Company.

3. Privacy Policy

By using this Website, User hereby grants consent to the use of his/her information. The User's information shall be used by the Company in the course of business. Further the KYC documents uploaded by the User shall remain with the Company in its database and shall be strictly used for business purposes only. The Company does not provide any guarantee for the grant of Loan/ credit card/ Mutual funds and other products. The company hereby acting in middleman capacity are under no compulsion to accept any liability for the grant/approval of any of its services as the same are subject to compliance with the Bank's policy, Banking regulation and RBI's rules in this regard.

Also the said services are subject to final approval from the Bank personnel. The Company in no case to be held liable/accountable for any rejection of the services.

4. Registration/Account

By using this website, the User agrees that the User is the person of legal age and capable of entering into a contract/agreement and not disqualified under any laws of India or other applicable jurisdiction. Further the User consents that the User will use this website to make legitimate purchases and will not do any acts which are illegal in nature.

The User hereby agrees that the sole responsibility to maintain the confidentiality of the password along with the Login ID will be of the User. The Mobile number or any contact information provided shall be linked with the Login ID and together all the mentioned contents constitute "Registered Information" of

the User. The User further agrees through this agreement that sole responsibility of the activities done through the Registered account of the User shall be of the User the only. It is hereby advised that Users shall always Log out from their respective accounts at the end of each session/Login. The User agrees to notify the Company in case of any unauthorized access, discrepancies or breach of security and it is further agreed that the Company shall not be held liable for any unauthorized access or usage thereby unless proved that such act has been committed from company or by any personnel thereon.

The User under this agreement is bound to provide the correct, accurate and complete information and shall further inform any change/ modification/ update in the registered information in order to make us available with the up to date information. The User shall be solely responsible for any incorrect, wrong, misleading information given/delivered to the Company. The User agrees that the User will not make an any unlawful attempt to access this website.

Access to and use of password protected areas of this Website is restricted to authorized users only. The User agrees that:

- The User will provide current, complete and accurate identification, contact and other information about the User as the user may be prompted by the registration process on this Website.
- The User is responsible to maintain, keep current and update any registration data and other information which the User provides to ERB.
- The User is entirely responsible for maintaining the security of the password, identification and account and for any and all activity that occurs under User's account.
- The User will notify ERB immediately of any unauthorized access or use of the User's account or password or any other breach of security. The User understands that any person with the password will be able to access User's account and any registration data, including, without limitation access to the servers and applications accessible through the User's account.
- The User accepts sole risk of unauthorized access to User's account.
- Company will not be liable to the user for any loss that the user may incur as a result of someone else using the User's respective password or account with or without the knowledge of User. The User may be held liable for losses incurred by ERB or any other user or visitor to this Website due to someone else using the password or account. The User may not use anyone else's account at any time, without the permission of the account holder.

5. Customer Due Diligence requirements (CDD)

The User hereby agrees and acknowledges that the Company may undertake Due Diligence process and would make use of the information provided by the User for KYC purpose and the User being a customer is under obligation to provide the same. The company may utilize the information which is enough to comply with the Prevention of Money Laundering Act, rules and regulations and to facilitate the product requirements.

6. Eligibility

User declares and confirm that he/ she/ It is a resident of India, above 18 (Eighteen) years of age (duly registered in case of Entity), and has/have the capacity to contract as specified under the Indian Contract Act, 1872, while availing the Services offered by the Company.

7. Submitted Content

The User while submitting the documents through this web site agrees that the User shall be solely responsible for the contents posted/uploaded. The content submitted/ uploaded gives the Company a non-terminable, irrevocable, royalty free, worldwide, perpetual and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works and sublicense such materials or any part of such content submitted or any part thereof. The Users are prohibited from posting or transmitting to or from this website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. Any harm to this website from the documents submitted/uploaded by the User shall be responsibility of the User and the User will be liable to compensate for the same.

8. Disclaimer of Warranty

Prices if any, for Products/services available on this Website and are incorporated into this TOUs by reference. All prices, whether specified or not, are in Indian rupees. Prices, Products and Services are offered by the Company's business partners and may change in accordance with the brand guidelines or other terms and conditions applicable to each of the business partners of ERB. In some case Services and prices are offered by the Company itself and it reserves the right to modify the use and prices of such Services. User further undertake that by initiating a transaction, User are entering into a legally binding and enforceable contract with these business partners of the Company, to purchase the products or avail the services using such payment facilities as may be permitted by applicable laws and as may be accepted by the Company.

The Company does not charge any registration/membership or browsing fee. However, the Company reserves the absolute right to charge any fee for registration/ membership or browsing fee at any time. All such fees that the Company may charge will be intimated to the users and such change shall automatically become effective immediately after they are posted on this Website. All such fees charged by the Company shall be in Indian Rupees. The continued use of the Company shall be deemed as an acceptance of the amended terms of the TOU.

The Company may enter into agreements with third party payment gateway aggregators and financial institutions authorized by the Reserve Bank of India for collection, refund and remittance and to facilitate payment between User, ERB and its business partners, as the case may be. The Company shall initiate the

remittance of the payments made by User and the date of completion of transaction shall be after the products are delivered to the User or after the Services are rendered to User and such other additional time as may be agreed between ERB and its business partners, as the case may be.

While availing any of the payment method/s available on this Website, the Company will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to User due to:

- Lack of authorization for any transaction/s, or
- Any payment issues arising out of the transaction, or
- Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a User;
- Decline of transaction for any other reason(s)

Notwithstanding anything contained herein, this Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of User transaction.

Use of the payment facilities provided by this Website shall not render this Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products or services listed on this Website. This Website shall not be responsible for any damages, interests or claims arising from not processing a transaction.

User hereby agree to provide accurate information, such as credit/debit information for purchasing any Service or product on or through this Website. User further warrant that the User shall not use payment information or instrument that is not lawfully owned by them. In addition to this TOUs, the terms and conditions of the bank or other financial institution shall also be applicable to every user. This Website disclaims any liability arising out of declining of payment by such bank or financial institution.

ERB may in its sole discretion impose limits on the number of transactions which an individual holding a financial instrument may use for payment for products or services. Additionally, this Website reserves the right to refuse to process transactions exceeding such limit and transactions by User that have incurred questionable charges and amounts.

ERB is merely a facilitator for providing with payment channels through automated online electronic payments (either itself or through its payment gateway service providers), cash on delivery, collection and remittance facility for the payment of products purchased by the User on this Website using the existing authorized banking infrastructure and credit card payment gateway networks (of either this Website or Service Providers).

ERB shall not be held responsible and shall bear no liability in case of failure or delay of delivering the products or services including any damage or loss caused to User due to such delay. No deliveries of the products/services shall be made outside the territorial boundaries of India.

9. Limitation of Liability

The Company (including its subsidiaries, affiliates, directors, officers, employees, representatives and providers) hereby states through this agreement that it shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if Company has been advised of the possibility of such damages, resulting from (i) any failure or delay (including without limitation the use of or inability to use any component of this Website), or (ii) any use of this Website or content, or (iii) the performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (b) any damages to or viruses that may infect User's computer equipment or other property as the result of User's access to this Website or User's downloading of any content from this Website.

Notwithstanding the above, if the Company is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then User agree that the liability of Company shall be restricted to, in the aggregate, any Service/transactional fees paid by the User to the Company in connection with such transaction(s)/ Services on this Website, if applicable.

10. Indemnity

The User agree to indemnify and hold Company (and its affiliates, officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to User's breach of this TOU, User's violation of any law or the rights of a third party, or User's use of this Website.

User shall not sue or otherwise make or present any demand or claim, and irrevocably, unconditionally and entirely release, waive and forever discharge the Company, its officers, directors, employees, agents, licensees, affiliates, successors and assigns, jointly and individually (hereinafter "Release"), from any and all manner of liabilities, claims, demands, losses, claims, suits, costs and expenses (including court costs and reasonable attorney fees) ("Losses"), whatsoever, in law or equity, whether known or unknown, which the User ever had, now have, or in the future may have against the Release with respect to the Services. User agree to defend, indemnify, and hold harmless the Release from and against any and all Losses resulting from claims made against the Company by third parties arising from and in connection with this Authorization.

11. Additional Terms and Conditions

Company reserves the right to make changes to this Website, related policies and agreements, this TOU and the Privacy Policy at any time as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company re-organization, market practice or customer requirements. Upon any change, Company will notify the updated Terms on this Website or other means. User's continued use of the Services and ancillary services constitutes

acceptance of the changes and an agreement to be bound by Terms, as amended. If User does not agree to the changes, the User may please discontinue the use of the Services and ancillary Services.

The Company reserves the right to revise and update this Privacy Policy at any time without expressly informing the Information Providers. Any such revisions will be effective on and from the date of posting the same to the intranet/internet website of the Company, and will apply to all information collected both prior to and following the effective date. The User should visit this website and intranet periodically to review the current policies with regard to Sensitive Personal Information. Use of this website of the Company/intranet following any such revisions will be deemed acceptance by the Information Providers of such revisions.

Company reserves the right to discontinue or suspend, temporarily or permanently, the Services by giving reasonable time period notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. User agree that Company will not be liable to any User in any manner whatsoever for any modification or discontinuance of the Services.

Company may, from time to time, announce certain offers with intent to promote its Website and/or Services (“Promotional Offer/s”). The Promotional Offer(s) would always be governed by this TOU plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these TOU, to the extent they may be in conflict with these Terms. Company reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

This website may contain links to other sites including social media sites, whose information practices may be different from the Company. The User should read such third party’s websites privacy notices and Company does not control those sites or their privacy practices. The Company do not endorse or make any representations about third-party websites.

12. Right to opt out and withdrawal

The Users Personal Identification Information is stored in databases located at India and on the servers of the cloud-based database management services that the Company engages. The Company shall retain the users Personal Information pursuant to the business purposes and in line with our retention policies.

The Company respects the Users privacy considerations and hence provides the user has an option to refuse to provide the Personally Identifiable Information or information sought to be collected. The User also have the option to subscribe/opt-in to receive newsletters, new alerts and marketing content. The User can always opt-out of such options by writing to support@finqy.ai or click the “unsubscribe” link at the bottom of an email newsletter received by the User from us. The Company shall adhere to User’s preferences.

13. General

The Terms constitute the entire agreement between the User and ERB relating to the use of and access to this Website and Online Mediums and Content. The User may also be subject to Online Medium or Content specific terms of use. Where these Terms intend to create any right for any third party to rely upon these Terms in any way and/or where specific clauses of these Terms are considered to be so called “third party stipulations” and such are accepted by the respective third party, such third party shall not become a party to the agreement between the User and ERB.

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the party’s intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section. This TOU and the relationship between the User and Company will be governed by the laws of the India without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in relation to this Agreement, including a breach or termination thereof, shall be settled by a sole arbitrator to be appointed mutually by Company and User, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or amendment thereto. In the event we are unable to reach an agreement on the sole arbitrator, we agree to have a panel of three arbitrators appointed, of which one shall be appointed by each of us, and the third arbitrator appointed by the two arbitrators. The venue for arbitration shall be Mumbai. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. This Website specifically prohibits User from usage of any of its Services in countries or jurisdictions that do not corroborate to all stipulations of these Terms.

This 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 Mumbai having exclusive jurisdiction. The failure of Company to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches. This TOU constitutes the entire agreement between User and Company and governs use of this Website, superseding any prior agreements between User and Company with respect to this Website.

Additional Terms and conditions (T&C) are as follows: -

- It is hereby acknowledged that user shall perform the services in the capacity of an independent Party and not as an employee, servant or agent of the Company. Nothing contained herein shall be construed to create a relationship of employer-employee and master-servant between Company and User, rather it sets out mere Terms and Conditions in relation to the usage this Website.
- The User should follow process and best practices as prevailing in the market and shall not do anything against any law/rule/provisions under all/any act prevailing.
- The User shall not indulge themselves in lead (Financial Product/ Service offered by ERB) leakage. In case of any Lead in leaked due to negligence of the User, the User shall be liable to compensate

the amount of loss suffered/incurred as may be decided by the Company in addition to the penalty charges.

- Any Claw back scenario which leads to a situation whereby the Company will have to refund back the whole amount of Commercials (Payout) in relation any Lead to the Manufacturer (Bank, NBFCs, Insurance Companies including their agents, sub-agents, DSAs), the company possesses an exclusive right to get the said Refund paid off through the User's Commission in proportionate basis. For the sake of Brevity, in a Claw Back situation, the Company has a right to claim Refund of the respective Commission from the User. Any said refund can be recovered from the User either in the form of bank transfer by the User or by any other means as may be decided by the Company. The Company reserves the rights to adjust such Claw backs from the future commission payable to the User.
- The User agrees and acknowledges that they shall be responsible and liable in the event of any act or omission on part of the User or his/her/its personnel including but not limited to incorrect, inaccurate and misleading statements or information, misconduct, dishonest or wrongful act of any person engaged by the User for the performance of the Services hereunder.
- The User must attach/submit/upload his/her/its KYC documents to the Company like Adhar Card, PAN Card, Address Proof, GST Certificate and Passport size color photo in addition to Bank details.
- The Consideration for the User will be based on the MIS (report/record) shared by the Manufacturer for the Business Generated and as per the Commission Slabs as may be decided by the Company and notified from time to time in this Website or otherwise in writing subject to all applicable taxes and duties if any. The said Commission is subject to Change/ modification/ Revision, however the same shall be prior notified to the User.
- The Company will share pre decided Commissions only in case of Final Disbursement/ Login/ Policy Issuance. Any other method is not viable under current scenario and can be discussed and amended as and when it arises. The compensation shall be paid in terms of the mutual agreement between the Parties. The mode of payment shall be only through Bank wire transfer.
- Since the Company is Paying the Commercials to the User prior to receiving Commercials from the Manufacturer, the Company possesses a right to claim Claw Back, if any.
- The User is obligated to generate an Invoice for claiming the Commission. The User must comply with all the Compliance of various rules and regulations of the appropriate government authorities of the Country like GST, Income Tax, Companies Act.
- If in any scenario, Any Advance Commission given to the User, the same shall be confirmed in writing and duly signed & stamped. The said Advance Commission shall be adjusted as against the future Commission/s to be paid by the Company for the Business proposed to be done by the User. The Company possesses right to claim the refund of the said Advance Commission if any, at any point of time and the User is bound to refund the same. If for any reasons, the parties are unable to confirm the Advance Commission in writing, this clause shall serve the purpose and any claim under this clause shall also survive termination of these T&C. The User hereby agrees and acknowledges to bound himself/herself/itself under these T&C to comply with provisions of this clause.

- The Parties acknowledge that in the course of performing their obligations under these T&C, each of the Parties may get access to confidential information (“Confidential Information”) of the other Party. Each of the Parties (“Receiving Party”) agrees not to disclose Confidential Information received (whether in writing, verbally or by any other means and whether directly or indirectly) by the other Party (“Disclosing Party”) including in relation to matters contemplated by these T&C or its performance or in any agreement in furtherance of the performance of these T&C, to any Third Party without the prior written consent of the Disclosing Party or use the Confidential Information other than for carrying out the purposes of these T&C.

The Receiving Party shall keep confidential any Confidential Information it receives from the Disclosing Party and shall employ all such reasonable steps that it would have taken to protect its own Confidential Information. The Receiving Party shall disclose Confidential Information received from the Disclosing Party to its officers, employees, agents or representatives only for the purposes of carrying out its obligations under these T&C and strictly on a “need to know” basis only. The Parties shall also cause their respective directors, employees, officers and any other Persons to whom the above mentioned information is disclosed to be bound by confidentiality obligations similar to those provided in this Clause.

Notwithstanding anything contained in this Clause, a Receiving Party’s obligation of confidentiality shall not extend to any Confidential Information:

- to the extent that the Confidential Information received is in the public domain other than by breach of these T&C;
 - to the extent that the Confidential Information is lawfully acquired by the Receiving Party from a Third Party who owes the Disclosing Party no obligation of confidence in respect of such Confidential Information;
 - to the extent that the Confidential Information was previously known or already in the lawful possession of the Receiving Party prior to receipt from the Disclosing Party;
 - to the extent that the Confidential Information received is required to be disclosed by any applicable Law or by any Authority to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party; or
 - in so far as it is disclosed to the employees, directors or professional advisers of the Receiving Party, provided that the Receiving Party shall procure that such persons treat the Confidential Information received as confidential.
- For the purpose of these T&C " Intellectual Property Rights" shall mean all rights in intellectual property, including without limitation patents, patent applications, trade and service marks, trade names, rights in designs, copyright, topography rights, database rights, trade secrets, methodologies and techniques.

All rights, title, and interest, including Copyright, Trade Mark and Patent rights, to any deliverables, ideas, know-how, inventions, software, documentation, processes or any other Intellectual Property Rights shared by Company under these T&C shall be exclusive property of Company. Enabling any business transaction by using these Intellectual Property Rights by User shall not entitle any rights to the Partner and permit them to use these Intellectual Property of the Company and shall not to be construed as assignment or transfer of these rights to Company.

The User hereby undertakes not to decipher or disclose the details of the application, method and processes for the services rendered under these T&C in any manner to third parties or disclose any confidential information provided to the Partner.

The Company does not grant to User any right, title or interest in any of its intellectual property except as expressly authorized in writing by the Company. The User shall not have any right, title or interest in Company's intellectual property other than the right to use it for purposes of these T&C till the termination thereon. User shall comply with any and all instructions issued by Company in relation to the display of any logo, trademark, copyright or any other intellectual property of the Company. Upon expiry or earlier termination of these T&C, User shall immediately cease and desist for all times from any use of or reference to Company's intellectual property and shall return to Company copies or materials containing such intellectual property.

The User hereby acknowledge and confirm that:

- All Intellectual Property Rights in or relating to the Services are and shall at all times remain the property of Company and / or its licensors; and
- The User shall notify Company immediately if Partner becomes aware of any illegal or unauthorized use of any the intellectual property therein or relating thereto and will assist Company in taking all steps necessary to protect and defend Company's rights therein.
- The provisions of this Clause shall survive till perpetuity.
- In case of any manipulation/ fraud/ bribe/ deception/ misappropriation on account of any Associate/ employee/ Partner/ Representative under/of the User then the User jointly along with the said Associate/ employee/ Partner/ Representative shall be liable for damages which shall not be less than the market value of the company valuation as may be decided by the company's valuation exercise done by an Independent registered valuer, in addition to legal proceedings charges.

In case of breach of terms and conditions of these T&C and/or negligence in performance duties assigned to the User, these T&C shall be deemed to be terminated which in turn attracting damages as may be decided by the Company and also Company retains its power to initiate legal action against the User.

The User shall not indulge in to any illegal activity or in no manner shall approach employee, partners, associates of the Company for any malpractice or shall not offer any bribe to them. The User shall not directly or indirectly indulge in to any activity that affect the Brand image of the Company. On becoming aware of such an act done by the User, the Company has a right under these T&C to initiate legal proceedings against the User and also claim damages from the User. The Company possesses the said right against the User under this clause till perpetuity against the universe without any limitation to geographical boundaries.

- These T&C and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with these T&C shall be determined in accordance with the laws of India and will be subject to the courts of Mumbai jurisdiction.
- If a dispute arises out of or in connection with these T&C or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this Clause:

Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“Dispute Notice”), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute.

If the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, either party may refer the Dispute to final resolution by arbitration by an Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 wherein the parties will appoint a sole Arbitrator on mutual agreement. In no case the number of Arbitrator shall be an even number. Further, the Arbitrator so appointed must possess the relevant skills and qualification and shall possess relevant experience in the respective field. The place for any arbitration shall be Mumbai and the language shall be English. In the event where the parties fail to agree and appoint the Arbitrator within Sixty (60) days from the receipt of a Dispute Notice by one party from the other party, the appointment shall be made, upon request of a party, by the Chief Justice of the High Court or any person or institution designated by him, in accordance to Section 11(6) of the Arbitration and Conciliation Act, 1996.

- The provisions of these T&C are severable and the validity of remaining Articles, provisions, terms and parts of these T&C shall not be affected by a court, administrative board or other proceeding of competent jurisdiction deciding that a Clause, provision, term or part of these T&C is illegal, unenforceable, void, in conflict with any law or contrary to public policy. In such event the Company shall, by amendment of these T&C, properly replace such provision by a reasonable new provision or provisions which, as far as legally possible, shall approximate to the closest possible extent what the Parties intended by such original provision and the purpose thereof.
- If any provision or part of these T&C is found by a Court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of these T&C will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.
- The headings herein are for reference purposes only and will not affect the meaning or construction of the clauses herein.
- The language of these T&C shall be English and all documents, notices, waivers and all other written communication or otherwise between the Parties in connection with these T&C shall be in English.
- The User agrees that he/ she/ it has reviewed carefully these terms and conditions, has understood the terms and their interpretations and voluntarily agrees to accept each and every provisions herein.

14. Cookies and other technologies

This website uses cookies. A cookie is a text-only string of information that a website transfers to the cookie file of the browser on User’s computer’s hard disk so that website can remember who the User is.

15. Our commitment to security

The Company utilizes appropriate physical, technical and administrative procedures to safeguard the information they collect. The Company takes reasonable steps to ensure that all dealings in personally identifiable information is processed fairly & lawfully after receiving consent of the information provider. The Company may retain the Users personally identifiable information as long as there is a business requirement, or if otherwise required under applicable laws.

16. Grievance Redressal

Any grievance or complaint, in relation to processing of information, should be sent to the Company in writing to following contact email ID. Grievance shall be redressed as expeditiously as possible.

The details of the Grievance Officer are as follows:

Name of Grievance officer: Ravina Jain

Email: support@finqy.ai

Address – 604, Vihaan Commercial, Near Jawahar Nagar fatak, Opp. Nutan Chemical Compound, Walbhat Road, Goregaon East, Mumbai – 400063