

Terms of use of this website

This statement is published by virtue of a legal requirement under the provisions of the Information Technology Act, 2000 that require intermediaries to publish the rules and regulations, privacy policy and terms for access or usage of our Website and is primarily governed by Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

In this document for all purposes on all other places on this website, 121 Finance, means, www.121Finance.com, 121 Finance Private Limited and its subsidiaries, its domains and portals owned by them. Even if it is written as 121 or 121 Finance, it would be assumed to have been understood that it means all the above.

In this policy "we" "our" and "us" means 121 Finance and "you" and "your" means any person who accesses this website.

"121" means 121Finance.com

Please read the Terms of Use (TOU) carefully together with our Privacy Policy.

1. Proprietary Rights:-

You acknowledge and agree that 121 owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights are registered or not, and wherever in the world those rights exist). You further acknowledge that the Services may contain information which is designated confidential by and that you shall not disclose such information without 121's prior written consent. You may not copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services. You do not have the right to use any of 121's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services. You will not copy or transmit any of the Services.

2. Usage of the Website

The Website is intended for personal, non-commercial use. Only register to become a member of the Website if you are of sufficient legal age and can enter into binding contracts. You are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of the Website by you and anyone using your password and login information (with or without your permission). You may only use the Website to search for and to apply for loans, insurance products and credit cards and you may not use the Website to make any fraudulent applications. You agree not to use the Website for any purpose that is unlawful, illegal or forbidden by these Terms, or any local laws that might apply to you. We're running the Website in India, so remember that by using the Website, we need you to agree to comply with laws that apply to India and your own country, including laws that apply to exporting technical data.

We may, at our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict your access to all or any component of the Website.

3. Privacy policy

By using the Website, you consent to the use of your information as we outlined in our [Privacy Policy](#).

4. General Terms:-

4.1 Access to and use of this Website is subject to these TOU and our Privacy Policy. By accessing and using this Website you agree to be bound by and to act in accordance with these TOU and our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, please do not access and use this Website.

4.2 If you breach any term of these TOU, your right to access and use this Website shall cease immediately.

4.3 We reserve the right to amend these TOU from time to time without notice by amending this page. The amended TOU will be effective from the date they are posted on this Website. As these TOU may be amended from time to time, you should check them whenever you visit this Website. Your continued use of this Website will constitute your acceptance of the amended TOU.

5. **Eligibility:**

The Service is not available to minors under the age of 18 or to any users suspended or removed from the system by 121 for any reason. Users may not have more than one active account. Additionally, users are prohibited from selling, trading, or otherwise transferring their accounts to another party. If you do not qualify, you may not use the Service or this Website.

6. **Our Services Cover:-**

6.1 We offer quick, customized, simple, direct, transparent way of securing short term funds with flexible repayment options. Simultaneously we offer to lenders an avenue for short term, consistent and safe returns on their surplus working capital.

We are Worlds 1st Online Marketplace, where we connect borrowers in need of short term funds, to lenders who have surpluses of available short term deployment. 121 offer flexible tenures from 7 days onwards on market driven interest rates. 121 use conventional and non-conventional data analytics, algorithms and risk assessment tools to prescreen borrowers before bringing them to our trade desk to match with suitable lenders.

6.2 We aim to provide uninterrupted access to this Website but we give no warranty as to the uninterrupted availability of this Website. We reserve the right to suspend, restrict or terminate your access to this Website at any time.

6.3 We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on this Website and without notice from time to time.

7. **Intellectual Property Rights:-**

7.1 The copyright in the information, content, material or data displayed on this Website belongs to us or authorized members. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on this Website for your own personal use but should not be used for any other purpose.

7.2 This website contains material which is owned by us. This material includes, but is not limited to, data, documents, information, details, design, layout, appearance and graphics; logos, business names, trading names, service marks and trade-marks, internet domain names, moral rights, rights specifications, know how, processes and business methods; software programs (in all cases whether registered or unregistered and including all rights to apply for registration) and all such rights are reserved. Reproduction of any material of our website is prohibited for any commercial use.

- 7.3 Business Secret / Protection of Business Method:- You must not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets/ business method on which you do not have the right to use);

8. Responsibilities Of Users:-

- 8.1 You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data you provide is free from viruses, spyware, malicious software, trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of this Website or the websites of third parties or any other technology.
- 8.2 You may complete a registration process as part of your use of this Website which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Where you do disclose to or share with anyone your username, password and/or other identification information, you are solely responsible for all activities undertaken on this Website using your username, password and/or other identification information.
- 8.3 You must check and ensure that all information, content, material or data you provide on this Website is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on this Website is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.
- 8.4 It is your responsibility to identify and correct any mistakes or errors in the information, content, material or data held by the third party about you before you obtain any of services. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data held by the third party about you is not correct, complete and accurate or if it is misleading or if you have failed to disclose all relevant facts.
- 8.5 You must get permission from any other person about whom you propose to provide information before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.
- 8.6 You are solely liable for any impersonation or fraud that you may commit while submitting any information on this Website and the resultant damage or injury that such impersonation or fraud may cause to us or to any third party. We, and such affected third parties shall have the rights to initiate such legal action against you as deemed fit.
- 8.7 You undertake to comply with all laws, rules and regulations in force at all times during the subsistence of these terms within the territory of India and especially but not limited to those related to financial services, loans, securities, foreign exchange and taxes.
- 8.8 You are solely responsible and liable for your conduct on this Website and for your User Content.

9. Our Limited Liabilities:-

- 9.1 Please be aware that by submitting your details, you are making an offer for our services from the relevant third party on its terms and conditions that may be accepted or rejected. The contract for the service will only be concluded once your offer has been accepted. You will receive confirmation when your offer has been

accepted. In case your offer for any service is rejected or in case your offer for any service is rejected even after acceptance for any reason, we are not responsible or liable for any losses or damages suffered or incurred by you in the process. However, we will take all the possible efforts to get you another best deal as per your requirement by sharing your details with other third party but again we are not liable or responsible if we are unable to provide you services as per your requirement

- 9.2 If you apply for and obtain any service, you will be contracting with a third party who will be providing that service to you on their own terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that service. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into by you with any third party in relation to any service or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.
- 9.3 We do not endorse, recommend or accept responsibility for such third parties, their services, their websites or for any information, opinions or views given or advice provided by such third parties (whether on their websites or otherwise).
- 9.4 Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used this Website do not represent our views, opinions, advice or assistance and are not checked, monitored, reviewed, verified or endorsed by us.
- 9.5 We use reasonable endeavors to ensure that the data, material and information on this Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not able to guarantee that the data, material and information on this Website is accurate or that there are no errors or omissions in the data, material and information.
- 9.6 The Content, Products, and Services Published on this Website may include inaccuracies or errors, Including Pricing errors. We do not guarantee the accuracy of , and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services. All such information, software, products, and services are provided "AS THEY ARE" without warranty of any kind.
- 9.7 We do not monitor, verify or endorse data, material and information submitted or provided by third/other parties which is included on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. In particular, we do not monitor, verify or endorse the information collected or as presented to you on the Website. We are not responsible for any data, material or information included on the Website which has been provided by third parties.
- 9.8 We disclaim all warranties and conditions that this Website, its services or any email sent from 121, its affiliates, and/or their clients are free of viruses or other harmful components.
- 9.9 We are not responsible for any losses or damages arising from an inability to access the Website, from any use of the Website or from reliance on the data transmitted using the Website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.
- 9.10 We are not responsible or liable for any direct and indirect losses or damages suffered or incurred by you or for any losses or damages suffered or incurred by you which were not foreseeable by us when you accessed or used the Website.
- 9.11 Please be aware that the information and descriptions of services on this Website may not represent the complete descriptions of all the features and terms and conditions of those services. You must ensure that

you carefully read all the features and terms and conditions of the service before applying for it.

- 9.12 In no event shall 121 and/or its affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked Sites, products, and services obtained through this Site; or otherwise arising out of the access to, display of or use of this Site) whether based on a theory of negligence, contract, tort, strict liability, or otherwise.
- 9.13 Please be aware that whilst this Website provides information on our services, there may be other products or services available with us or in the market which is not shown on this Website and which may be more appropriate or suitable for you than those shown on this Website.

10. Indemnity:-

- 10.1 You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense that we may suffer or incur arising out of or in connection with your conduct on this Website and/or your User Content.
- 10.2 You agree to indemnify us for and hold 121 and its officers, directors, agents, subsidiaries, joint ventures, and employees harmless from any claims, causes of action, damages, losses, demands, liabilities, recoveries, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees arising out of or related to your breach of this TOU or arising out of your violation of any law or the rights of a third party, or your use/conduct on this Website.

11. Recording of your calls:-

Telephone calls that you may make to our customer service help lines may be monitored and/or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision.

12. Grievance Officer:-

In accordance with the relevant provisions of the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer who can be contacted with respect to any complaints or concerns including those pertaining to breach of 121 Finance Terms of Use, Privacy Policy and other policies or questions are published as under:

Grievance Officer Name: Vijay Jain

Email address: grievance@121Finance.com

The Grievance Officer can be contacted between 10:30 a.m. to 6:00 p.m. from Monday to Friday except on public holidays.

13. Privacy:-

- 13.1 We are committed to protecting your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using this Website, you agree to the way in which we process and deal with your personal information.
- 13.2 We may disclose your personal information or access your account if required to do so by law, any court, the Financial Services Authority, or any other applicable regulatory, compliance, Governmental or law enforcement agency.

14. Miscellaneous:-

- 14.1 These TOU constitute the entire agreement between you and us relating to your access to and use of this Website and supersedes any prior agreements (including any previous terms of use of this Website).
- 14.2 No failure or delay by us in exercising any right under these TOU will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

15. Governing Law:-

- 15.1 These TOU and your access to and use of this Website shall be governed by and interpreted in accordance with Indian laws.
- 15.2 Each of you and us submits to the exclusive jurisdiction of the courts of Jaipur, India in connection with these Terms of Use and your access to and use of this Website (including any claims or disputes).

16. Survival of Terms After Agreement Ends:-

Notwithstanding any other provisions of this TOU, or any general legal principles to the contrary, any provision of this TOU that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOU.

17. Feedback:-

Your feedback makes use better, please feel free to share it with us. We will assume no responsibility for reviewing unsolicited ideas and will not incur any liability as a result of any similarities between those ideas and material that may appear in future 121 endeavors. Please do not reveal trade secrets or other confidential information in your messages to 121 Finance. Any and all rights to material submitted to us become the exclusive property of 121 Finance.