

Website Terms and Conditions

1. About

These Website Terms and Conditions, also referred to as the Terms of Use, govern access to and use of <https://121finance.com> and any webpages, forms, content, features or digital channels operated by 121 Finance Private Limited that expressly incorporate these Terms by reference.

The Website is owned and operated by 121 Finance Private Limited, an RBI-registered NBFC-Factor, having CIN U74999RJ1984PTC090806. In these Terms, "121 Finance", "we", "us" and "our" refer to 121 Finance Private Limited. "You" and "your" refer to any individual or organisation accessing or using the Website.

By using the website, you agree to be bound by these terms and conditions, the privacy policy and other policies which may be applicable to the website.

121 Finance may revise and update these Terms and Conditions from time to time. Your continued usage of the Website is considered as an implied acceptance of the changes and that you agree to abide by these Terms and Conditions for usage of the Website.

2. Definitions

For these Terms:

- Applicable Law means all laws, rules, regulations, directions, circulars, orders and regulatory requirements applicable to the relevant activity.
- Digital Channels means the Website, customer portal and any other web-based interface that expressly refers to these Terms.
- Facility Documents means any Key Facts Statement, sanction letter, factoring agreement, financing agreement, security document, repayment schedule, mandate, declaration, consent or other product-specific document.
- Services means information, application journeys, servicing features and other functionality made available through the Digital Channels. References to Services do not imply that financing has been sanctioned.
- User means any visitor using a Digital Channel.

3. Acceptance and electronic agreement

By accessing or using a Digital Channel, you acknowledge that you have read and understood these Terms. Where you register, submit an application, provide an instruction or select an acceptance checkbox; your electronic acceptance may have the same legal effect as a physical signature to the extent permitted by Applicable Law.

If you use a Digital Channel on behalf of a company, partnership, proprietorship, trust or other organisation, you confirm that you are authorised to act for and bind that organisation. We may require evidence of that authority.

4. Eligibility and accuracy of information

You must be at least eighteen years old, legally competent to contract and not prohibited by Applicable Law from using the relevant Services. You must provide information that is accurate, complete, current, and not misleading, and promptly update information that changes.

You are responsible for ensuring that documents, invoices, purchase orders, bank details, tax information and other records submitted by you are genuine, accurate and authorised for submission. Submission of information does not require 121 Finance to accept an application or provide a facility.

5. Permitted use

We grant you a limited, non-exclusive, non-transferable, and revocable right to access and use the Digital Channels for lawful business or informational purposes consistent with these Terms.

You must not:

- use a Digital Channel for unlawful, fraudulent, misleading or unauthorised purposes;
- impersonate another person or misrepresent your identity, authority, business, transaction or relationship with another party;
- submit fabricated, altered, duplicate or unauthorised invoices, purchase orders, KYC documents or financial records;
- attempt to gain unauthorised access to accounts, systems, networks, data, source code or security controls;
- introduce malware or use any process that disrupts, overloads, damages or interferes with a Digital Channel;

- scrape, crawl, harvest or extract data through automated means without our prior written approval;
- reverse engineer, decompile, modify, reproduce or commercially exploit a Digital Channel or its content except where expressly permitted by law; or
- use information obtained through a Digital Channel to infringe the rights, confidentiality or privacy of another person.

6. Accounts credentials and security

Where an account or portal access is provided, you are responsible for safeguarding usernames, passwords, one-time passwords, authentication factors, and registered devices. You must not share credentials or permit unauthorised use of your account. You must promptly inform us if you suspect unauthorised access, credential compromise, fraud, or an incorrect transaction. We may suspend access, require re-verification, or take other reasonable protective measures. Suspension of digital access does not suspend obligations under any Facility Document.

7. Applications and information submitted

We may use the information you submit to evaluate eligibility, verify identity and transactions, prevent fraud, meet regulatory obligations, service existing facilities, and perform other purposes described in the applicable Privacy Policy or notice.

An online application, enquiry, indicative offer, eligibility result or request for documents does not constitute approval, sanction or a binding commitment by 121 Finance. We may request additional information, independently verify submissions, reject an application, or discontinue an application journey in accordance with Applicable Law and our internal policies.

8. Financial products and facilities

Information concerning our products is general information unless expressly stated otherwise in a Facility Document.

Every facility is subject to applicable eligibility requirements, KYC and due diligence, credit assessment, verification of underlying transactions, internal approvals, availability of funds and execution or acceptance of the relevant Facility Documents. Rates, discount charges, fees, limits, tenures, and other conditions may vary based on the product and other conditions.

9. Calculators estimates and website content

Calculators, examples, illustrations, and estimated results are provided for convenience. They depend on the information entered and assumptions used and may not reflect the final annual percentage rate, discount charge, fees, taxes, repayment amount or facility terms.

Actual commercial terms will be communicated through the applicable Key Facts Statement, sanction letter or Facility Documents. Website content does not constitute financial, legal, tax, accounting or investment advice. You should obtain appropriate professional advice for decisions requiring it.

10. KYC verification and regulatory checks

Where you apply for or use a regulated financial service, we may conduct KYC, customer due diligence, beneficial ownership, sanctions, fraud, transaction and other checks required or permitted by Applicable Law. We may use legally permissible sources and authorised service providers for these purposes.

Where specific consent or authorisation is required to obtain information from a credit information company, Account Aggregator, CKYC, GST system, bank, payment system or another source, that consent or authorisation will be presented separately at the relevant stage. Acceptance of these Terms alone does not replace a purpose-specific consent required by law.

11. Privacy personal data and cookies

Personal data is processed in accordance with our Privacy Policy and any product-specific privacy notice presented to you. The Privacy Policy explains the categories of information collected, purposes of processing, recipients, retention, security measures and available rights and grievance channels.

Digital Channels may use cookies and similar technologies for essential functionality, security, preferences, analytics and other purposes described in the Privacy Policy or applicable cookie notice. Where consent is required, available preference controls will be provided.

You should not submit personal data relating to another person unless you are authorised to do so and have provided any notice or obtained any consent required by Applicable Law.

12. Communications

You authorise us and our authorised service providers to send communications reasonably required to process an application, verify information, service a facility, provide statements or notices, prevent fraud, collect amounts due, address grievances or comply with Applicable Law. These communications may be sent through registered email, telephone, SMS, WhatsApp, portal notifications, or other permitted channels.

Promotional or marketing communications will be handled separately from essential service and regulatory communications. Where consent is required, you may withdraw marketing consent through the method stated in the relevant communication or by contacting us. Withdrawal of marketing consent will not prevent communications necessary to process an active request or service an existing relationship.

You are responsible for keeping your contact information current. A communication sent to the latest contact details provided by you may be treated as sent in accordance with Applicable Law and the applicable Facility Documents.

13. Electronic records and instructions

Our electronic records may include applications, uploaded documents, acceptance logs, authentication records, system events, communications, transaction records, and instructions received through a Digital Channel. These records may be relied upon as evidence of the relevant activity, subject to Applicable Law and correction of manifest errors.

You must review confirmations, statements, and documents made available to you and promptly report suspected errors. We may require additional authentication before acting on an instruction and may decline or delay an instruction where reasonably necessary for security, verification or regulatory compliance.

14. Third party platforms and services

A Digital Channel may connect with or link to platforms and services operated by third parties, including government procurement platforms, Account Aggregators, e-invoice systems, credit information companies, payment service providers and other authorized service providers.

Third-party services may be governed by their own terms and privacy practices. A link or technical integration does not imply that 121 Finance controls or guarantees the availability, accuracy or security of the third-party service. This does not limit any

responsibility that 121 Finance is required to retain under Applicable Law for an outsourced or digital-lending arrangement.

15. Intellectual property

The Digital Channels and their content, including text, designs, graphics, logos, videos, software, calculators, reports and trademarks, are owned by or licensed to 121 Finance and are protected by applicable intellectual property laws.

You may view and download content for legitimate personal or internal business use connected with our Services. You may not remove proprietary notices, publish, sell, sublicense, alter, create derivative works from or commercially exploit the content without prior written permission, except where expressly permitted by law.

16. Fraud prevention and safe use

You should access our Services only through official websites, applications, email addresses, and contact details. 121 Finance will not ask you to disclose passwords or one-time passwords through unsolicited communications. You should independently verify any payment instruction or request sensitive information that appears unusual.

Please report suspected impersonation, phishing, fraudulent payment requests, unauthorised access or misuse of the 121 Finance name to info@121finance.com or customer care at +91 9314 121 121.

17. Availability and changes to the Digital Channels

We may maintain, update, modify, restrict, suspend or discontinue any part of a Digital Channel. We do not guarantee uninterrupted or error-free availability, but we will use reasonable measures appropriate to the nature of the Services.

We are not responsible for interruption caused by events beyond our reasonable control, including failures of telecommunications, utilities, external platforms, service providers, or government systems. Where the interruption affects a regulated service, we will act in accordance with applicable continuity, customer service and regulatory requirements.

18. Disclaimers

The Website and general informational content are provided on an available basis. To the extent permitted by Applicable Law, we do not make warranties regarding uninterrupted access, the absence of errors or harmful components, or the suitability of general content for a particular business decision.

Information on the Website is not an offer, promise, or guarantee of finance. Registration with or regulation by the Reserve Bank of India does not constitute an assurance or guarantee by the Reserve Bank of India regarding the financial soundness of 121 Finance, the correctness of statements made by 121 Finance or the discharge of its liabilities.

Nothing in these Terms excludes any representation, warranty, duty or remedy that cannot lawfully be excluded or limits our obligations under a Facility Document or Applicable Law.

19. Limitation of liability

To the extent permitted by Applicable Law, 121 Finance will not be liable for indirect, incidental, special or consequential loss arising solely from use of or inability to use the general informational portions of a Digital Channel, including loss caused by reliance on indicative content or an external link.

This limitation does not apply to fraud, willful misconduct, gross negligence, breach of confidentiality or data-protection obligations, or any liability that cannot be limited under Applicable Law. It also does not alter rights and obligations arising under an executed Facility Document.

20. Indemnity

To the extent permitted by Applicable Law, you agree to indemnify 121 Finance against direct losses, costs and third-party claims arising from your unlawful use of a Digital Channel, material breach of these Terms, infringement of another person's rights, fraudulent or unauthorised submission, or deliberate misrepresentation. This clause does not require you to indemnify 121 Finance for loss caused by our own breach, negligence or unlawful conduct.

21. Suspension and termination

We may restrict or terminate access to a Digital Channel where reasonably necessary to protect users or systems, investigate suspected fraud, address a breach of these Terms, comply with Applicable Law or respond to a regulatory or legal direction.

Termination of access does not affect provisions intended to survive, including intellectual property, confidentiality, liability, indemnity, governing law and obligations under any Facility Document.

22. Changes to these Terms

We may update these Terms to reflect changes in law, regulation, Services, technology or business practices. The current version and effective date will be published on the Website. Where a change materially affects registered users or an existing digital service, we may provide additional notice or request renewed acceptance as appropriate.

Your continued use after the effective date of revised Terms constitutes acceptance only to the extent permitted by Applicable Law. A change to these Website Terms will not retrospectively amend an executed Facility Document unless that document and Applicable Law permit the change.

23. Governing law and jurisdiction

These Terms are governed by the laws of India. Subject to any mandatory statutory forum, regulatory remedy or agreed dispute-resolution mechanism in a Facility Document, courts at Jaipur, Rajasthan will have jurisdiction over disputes arising from these Terms or use of the Website.

Nothing in this clause restricts an eligible customer's right to use the 121 Finance grievance redressal mechanism, approach the Reserve Bank Integrated Ombudsman through the RBI Complaint Management System or exercise another remedy available under Applicable Law.

24. General provisions

Severability. If a provision of these Terms is held invalid or unenforceable, the remaining provisions will continue to fully apply permitted by law.

No waiver. A delay or failure to enforce a provision does not waive the right to enforce it later.

Assignment. You may not assign rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations as part of a lawful restructuring, transfer of business or regulatory arrangement, subject to Applicable Law.

No third-party rights. Except where expressly stated, these Terms do not confer enforceable rights on a person who is not a party to them.

Headings. Headings are included for convenience and do not affect interpretation.

