

FINEXO SOLUTION PRIVATE LIMITED
TERMS & CONDITIONS
PLEASE READ THESE TERMS CAREFULLY

We at Finexo Solution Private Limited (herein referred to as “**Finexo**”, “**we**” or “**our**”) own, operate, and manage our proprietary technology Platform, including our website, Application Programming Interface (“**APIs**”), Software Development Kit (“**SDKs**”), software modules, algorithms, code snippets, and related documentation (collectively, the “**Platform**”). We are pleased to have you on board and appreciate your interest in our technology and data-driven solutions.

Please read these Terms & Conditions (“**Terms**”) carefully, as they constitute a binding agreement between: (a) you (“**User**”, “**Client**”, “**your**” or “**you**”); (b) Finexo Solution Private Limited; and (c) as applicable, any third-party service providers, partners that help provide our Services to the Users, or authorised entities who may interact with you or process data through your use of our Platform (“**Authorised Partners**”). These Terms govern your access to and use of the Platform and the Services (as defined below).

For ease of understanding, we may provide explanatory notes or highlights within these Terms. However, in case of any inconsistency between such summaries and the full text, the detailed Terms shall prevail. These Terms also incorporate, by reference, our Privacy Policy, and any agreement(s), integration terms, API documentation, sandbox terms, or onboarding forms executed between you and Finexo or between you and any Authorised Partner in relation to the Services.

By accepting these Terms or by accessing, integrating with, or using the Platform or the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, and consent to the collection, use, processing, storage, and sharing of your information as described in our Privacy Policy. Your use of the Platform shall be subject to all Applicable Laws, regulations, circulars, and guidelines, including those issued by the Reserve Bank of India (“**RBI**”), the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023 (“**DPDP Act**”), as may apply to Finexo or to you. We may update, amend, or modify these Terms, or enhance or discontinue certain features of the Platform or the Services, from time to time. We therefore encourage you to review these Terms periodically. If you do not agree with any part of these Terms, please discontinue your use of the Platform immediately.

Finexo is a technology and data solutions provider. We are not a lender, financial institution, or credit-granting entity and do not provide loans, underwriting Services, or financing of any nature. Our role is limited to offering technology solutions, data processing capabilities, APIs, connectivity tools, and related software Services that enable our Clients and Authorised Partners to build, operate, or manage their lending-related workflows.

ACCEPTANCE OF TERMS

By accessing or using any part of the Finexo Platform, you irrevocably agree to be bound by these Terms. If you do not agree to any provision of these Terms, please do not use or access the Platform. Finexo reserves the right to modify or update these Terms at any time; such modifications are effective from the moment they are posted. Your continued use of the Platform after posting of updated Terms constitutes your acceptance of the revised Terms.

DEFINITIONS

“Applicable Laws” means all laws, regulations, rules, guidelines, circulars, notifications, and directions issued by any governmental, regulatory, or statutory authority in India, including but not limited to the Information Technology Act, 2000; the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011; the DPDP Act, and Reserve Bank of India (Digital Lending) Directions, 2025.

“Authorised Partners” means any third-party Service providers, partners that help provide our Services to the Users, or authorised entities who may interact with you or process data through your use of our Platform.

“Client” means an individual, any person who has an account on the Platform and entered into a Service Agreement with Finexo; or an entity that holds an account on the Platform and entered into a Service Agreement with Finexo, and who may access the Platform through its representatives or authorised officials.

“Force Majeure Event” includes any act, event, non-happening, omission or accident beyond the reasonable control of Finexo and includes, without limitation strikes, lock-outs or other industrial action, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of public or private telecommunications networks or internet services; and the acts, decrees, legislation, regulations or restrictions of any government, as may be applicable.

“Finexo” means Finexo Solution Private Limited, including its successors and assigns, a Company registered under the Companies Act, 2013.

“Personal Data” means any data about an individual who is identifiable by or in relation to such data, either directly or indirectly, and includes personal information as defined under the DPDP Act and sensitive personal data as prescribed under Applicable Laws.

“Platform” means the proprietary technology platform, including our website, Application Programming Interface (**“APIs”**), Software Development Kit (**“SDKs”**), software modules, algorithms, code snippets, and related documentation launched by Finexo for offering Services to the Client.

“Services” mean the data and technology solutions offered by Finexo, including its APIs, SDKs, software, code snippets, algorithms, documentation, technical support, and all features, functionality, connectivity and integration capabilities provided through Finexo’s proprietary Platform. The Services may include, as applicable, sandbox or development environments, production APIs, data-processing tools, integration support, system monitoring, and any enhancements, updates or maintenance releases provided by Finexo from time to time. These Terms govern your access to and use of such Services, whether for evaluation, integration, deployment, or production use.

ELIGIBILITY AND CLIENT REPRESENTATIONS

You represent and warrant that you are legally capable of entering into binding contracts (if you are an individual), or if you are entering on behalf of an entity, that you have full authority to bind such an entity. You further represent that any data, documents or information you furnish in connection with the Services is true, complete, accurate and up-to-date, and that you have all necessary rights, licences or consents to share such data or implement integrations. You agree to maintain the confidentiality and security of your account credentials and not to share or transfer them. You agree to promptly notify Finexo in case of any unauthorised use or breach of security.

GRANT OF ACCESS AND LICENSE

Subject to your compliance with these Terms and payment of applicable fees (if any), Finexo grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Services during the Term. You agree not to (and not to allow others to) copy, modify, reverse-engineer, decompile, disassemble or otherwise attempt to derive the source code of any of the Services, except as explicitly permitted in writing by Finexo. You acknowledge that all intellectual property rights in and to the Services remain with Finexo (or its licensors).

CLIENT OBLIGATIONS AND ACCEPTABLE USE

You shall use the Services only for lawful, authorised and legitimate purposes, and in accordance with Applicable Laws, regulations and these Terms. You shall not use the Services (or allow others to) for illegal activities, to facilitate unauthorised access to third-party systems, to engage in fraud or money-laundering, or to transmit malicious code, viruses or malware. You agree not to test, probe, scan or breach the security of the Services or attempt to circumvent restrictions. You shall ensure that any data you transmit or upload via the Services does not infringe third-party rights (including intellectual property, privacy or confidentiality rights), and you indemnify Finexo against any claims arising from breach of these obligations.

OBLIGATION TO INDEMNIFY

The Client hereby agrees to indemnify and hold harmless Finexo (including its directors, employees, representatives and agents) from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by Finexo /caused to Finexo on account of (i) your misuse or unauthorized use of the Services, (ii) your breach of these Terms or Applicable Law, (iii) any data or content you upload or share through the Services, or (iv) any third-party claims related to your use of the Services.

DATA PROCESSING, PRIVACY & SECURITY

You agree that Finexo may collect, store, process and transmit any data you provide or that is generated through the use of the Services (including logs, usage data, integration metadata) in accordance with the applicable privacy policy and regulatory requirements. You acknowledge that the Services involve processing of data and you consent to such processing, including cross-border transfers, if necessary, subject to applicable safeguards. Finexo uses reasonable administrative, technical and organisational measures to safeguard your data, but you understand that no internet or cloud-based system can guarantee absolute security; use of the Services is at your own risk. If you integrate personal or sensitive data through the Services, you agree to ensure that you have obtained necessary consents or comply with Applicable Laws. You further agree to indemnify Finexo against any liability arising out of improper collection or sharing of data through your use of the Services.

TERM, SUSPENSION AND TERMINATION

These Terms remain in effect until terminated by either party. You may stop using the Services at any time; Finexo may suspend or terminate your access

immediately if you breach any provision of these Terms, use the Services in violation of law or third-party rights, or pose security or fraud risks. Upon termination or expiry, your access will be revoked, and any data stored with Finexo may be deleted or archived, subject to prior data retention or legal obligations. Termination does not relieve you of outstanding payment obligations or indemnification for acts or omissions occurring before termination.

DISCLAIMERS, WARRANTIES AND LIMITATION OF LIABILITY

The Services are provided “as is” and “as available,” without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement or uninterrupted availability. Finexo does not warrant that the Services will meet all your requirements, be error-free, secure, or compatible with every system or environment.

Use of the Services is at your own risk. To the maximum extent permitted under Applicable Law, Finexo and its officers, directors, employees, agents or licensors shall not be liable for any indirect, incidental, special, punitive or consequential damages, loss of profits, loss of data, any Force Majeure Event or any other circumstances beyond the control of Finexo or business interruption, even if advised of the possibility of such damages. In no event shall Finexo’s total liability exceed the fees paid by you in the prior twelve months under this Term (if any).

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets and patents in the Services, Platform, code, algorithms, documentation and related materials belong solely to Finexo or its licensors. Nothing in these Terms grants you any ownership rights over the Services; you only receive a limited license as described above. You shall not remove or alter proprietary notices, watermarks or labels from any component of the Services.

COMPLIANCE WITH LAWS AND EXPORT CONTROLS

You agree to comply with all Applicable Laws, regulations, and regulatory guidelines (including anti-money laundering, data protection, financial regulation, foreign exchange, and export controls) when using the Services. You also agree not to export, re-export, transfer or use the Services or any portion thereof to or in any jurisdiction subject to embargo or sanctions where such transfer would violate Applicable Laws.

MODIFICATIONS TO SERVICES AND TERMS

Finexo reserves the right to modify, update or discontinue any part of the Services at any time, with or without prior notice. Finexo may also revise these Terms; such revised Terms shall be effective upon posting on the website or notification via

email or dashboard. It is your responsibility to review the Terms periodically. Continued use of the Services after changes constitutes acceptance of the modified Terms.

GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or claim arising out of or relating to these Terms or the use of Services shall be subject to the exclusive jurisdiction of the courts in New Delhi or such other place as mutually agreed between the parties, unless otherwise agreed in writing.

SEVERABILITY

If any provision of these Terms is held invalid, illegal or unenforceable, such provision shall be severed to the extent of such invalidity, illegality or unenforceability; the remaining provisions shall continue in full force and effect.

WAIVERS

Neither the failure to exercise nor any delay in exercising any right, power, privilege or remedy under the Term shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

No single or partial exercise of any right, power, or privilege under the Term shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

MISCELLANEOUS

When you browse the Finexo website, we use cookies to collect information and store your online preferences. Cookies are widely used, and most browsers are set up to accept them automatically. If you would prefer, you can choose not to accept cookies.

It is important to note that cookies do not capture any information that can personally identify you. Based on your interaction with the Finexo website, we may communicate with you on third-party channels, including but not limited to, for the purpose of promotion, marketing our wide range of products. Such communication may contain cookies that allow monitoring of websites (including our own websites that are part of our own Services) and your response to our communications. Cookies placed by these channels do not collect personal information.

If you would prefer not to accept cookies, you can:

Change your browser settings to notify you when you receive a cookie, which lets you choose whether to accept it or not.

Set your browser to automatically not accept any cookies.

These Terms are effective from [●].