**TERMS AND CONDITIONS**

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

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations for access or usage of the internet resource [www.rapidrupee.in](http://www.rapidrupee.in) (<https://rapidrupee.in/>) as well as RapidRupee mobile application platform and any other application or software run under the brand name “RapidRupee” (hereinafter referred to as the “RapidRupee”).

**PLEASE READ THESE TERMS AND CONDITIONS (“T & C”) CAREFULLY. BY ACCESSING THE** [**www.rapidrupee.in**](http://www.rapidrupee.in) **(“RAPIDRUPEE PORTAL”) OR USING RAPIDRUPEE SERVICES (INCLUDING MOBILE APPLICATION), YOU AGREE TO BE BOUND BY THE (1) THESE TERMS AND CONDITIONS, AND (2) RAPIDRUPEE PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS RAPIDRUPEE PORTAL OR USE RAPIDRUPEE SERVICE (INCLUDING MOBILE APPLICATION).**

**THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY.**

**YOU MAY PRINT A COPY OF THIS TERMS AND CONDITIONS FOR YOUR RECORDS.**

**1. GENERAL**

RapidRupee provides access to an online platform bringing together consumers, financial institutions, data partners and other partners willing to abide by the Terms and Conditions herein.

In the event You wish to avail any of the products displayed on RapidRupee (“Services), You will be required to provide certain information and our representatives may contact You through phone or email to understand Your requirements.

For the provision of RapidRupee services, RapidRupee will be using and sharing the information of the User with multiple financial institutions and other parties, as may be required for the purpose of the products and AFG may also run multiple credit checks to be able to get the best available offers to suit the needs of the Users.

The collection, storing, use and transfer of information shared by the User shall be governed in accordance with the Privacy Policy.

**2. COMPANY INFORMATION**

AFG BUSINESS SOLUTIONS (INDIA) PRIVATE LIMITED (hereinafter referred to as “us”, “we”, or “AFG”, or “Company”) is the licensee of RapidRupee technology and RapidRupee Portal in the Indian territory and is responsible for maintaining RapidRupee Portal and providing for the technical support for the same.

AFG is a company registered under the Companies Act, 2013 and having its registered office at UNIT NO.611,RELIABLES PRIDE,ANAND NAGAR,OPP HEERA PANNA, JOGESHWARI (W),MUMBAI,400102. Tel No.: 022-5002-3220

AFG is not an organization registered with the Reserve Bank of India and does not hold any license to engage in any activities relating to lending or borrowing. AFG is not a Financial Institution under the Companies Act, 2013 or the Banking Regulation Act, 1949 or any other laws for the time being in force in India. AFG is also not a deposit taking company or a chit fund or a company offering any investment schemes as per the rules and regulations for the time being in force in India.

AFG is a service provider facilitating the access between financial institutes and non-banking finance companies (“Lending NBFC”) willing to lend and person in need of borrowing.

The final decision as regards lending and borrowing is also subject to the choice of the respective Users in their respective capacities as lenders / borrowers / users of other financial products as set out in RapidRupee.

“Lending NBFC” is responsible for the Loan and other facilities provided through RapidRupee.

**3. ELIGIBILITY**

The User of RapidRupee unequivocally declares and agrees that

a) The User is a natural / legal person who has attained the age of at least 18 years and is legally allowed to enter into a contract in India.

b) The User is allowed to utilize the Services in accordance with the T & C detailed hereinafter.

**4. TERMS OF USE**

Your use of RapidRupee is subject to the following terms of use:

4.1. The content of RapidRupee is for your general information and use only. It is subject to change without notice. Unauthorised use of this RapidRupee may give rise to a claim for damages and/ or be a criminal offence.

4.2. The service statements on RapidRupee are for general description purposes only. The information contained in RapidRupee should not be viewed as an offer to sell or as a solicitation to purchase any of our Services. Furthermore, not all Services are available in every state or country.

4.3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this RapidRupee for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

4.4. RapidRupee may contain links to other third party sites. Such sites will contain their own separate terms and conditions. Your access to and use of these interactive sites may require acceptance of these separate terms and conditions.

4.5. You agree to use RapidRupee only for lawful purposes. You agree not to take any action that might compromise the security of RapidRupee, render RapidRupee inaccessible to others or otherwise cause damage to RapidRupee or the content therein. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use RapidRupee in any manner that might interfere with the rights of third parties.

4.6. To improve the responsiveness of the website for our users, we may use “cookies”, or similar electronic tools to collect information to assign each visitor a unique, random number as a User Identification (User ID) to understand the user’s individual interests using the identified computer. Our partners may also assign their own cookies to your browser, a process that we do not control.

4.7. We make no warranties or representations about any content of RapidRupee. AFG is not responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or the transmission of a computer virus, suffered in connection with the use of RapidRupee. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through RapidRupee meet your specific requirements.

4.8. All materials herein and all RapidRupee software are proprietary to AFG and protected by worldwide copyright and other intellectual property laws. Except as stated herein, none of the materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of the AFG.

4.9. Unauthorized use of RapidRupee may give rise to a claim for damages and/or be a criminal offence.

4.10. Any violation of these T & C may result in legal liability upon you. Nothing in these T & C should be construed to confer any rights to any third party or any other person.

4.11. You acknowledge and agree that nothing in these T & C shall have the effect of transferring the ownership of any copyrights, trademarks, service marks, trade names or other proprietary rights in RapidRupee (website or application) or any other Material or any part thereof to you or any third party.

4.12. You hereby express your intent to know through telephonic calls, or SMS on your mobile number mentioned in the application form or any other alternate number of yours as well as in this undertaking, or through any other communication mode, various loan offer schemes or loan promotional schemes or any other promotional schemes and hereby authorize AFG and its employee, agent, associate to do so. You confirm that laws in relation to the unsolicited communication referred in “National Do Not Call Registry” (the “NDNC Registry”) as laid down by Telecom Regulatory Authority of India will not be applicable for such communication/calls/ SMS received from AFG, its employees, agents and/or associates.

In the event You have registered Your phone number on any other ‘Do Not Disturb’ registers with Your network provider, You shall ensure to take all steps to enable the AFG’s representative’s to contact You via phone to provide details about different financial products and You shall ensure that such calls received by You are pursuant to You providing Us with information and You shall not register a compliant with the relevant authorities for the same.

4.13. You agree to allow AFG, on behalf of the Lender NBFC, to send you payment reminders from time-to- time. You also agree that if you fail to pay an amount owed to AFG or the Lender NBFC pursuant to this T & C or the Loan Agreement, AFG may engage in collection efforts to recover such amounts from you. These collection efforts may involve, inter alia, contacting either you directly or any other contact details provided by you at the time of using RapidRupee, submitting your information to a collection agency, or taking legal action. Failure to pay may affect your credit score.

4.14. You acknowledge that the access to RapidRupee may from time to time be unavailable, delayed, limited or slowed due to, among other things:

a) servers, networks, hardware failure (including your own computer), telecommunication lines and connections, and other electronic and mechanical equipment;

b) software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;

c) overload of system capacities;

d) damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;

e) interruption (whether partial or total) of power supplies or other utility of service; strike or other stoppage (whether partial or total) of labor;

f) governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or

g) any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of AFG.

**5. PROHIBITED USE**

You will not use RapidRupee for any purpose that is unlawful or prohibited by these T & C or by any domestic or international laws, statues, ordinances and regulations.

You will not:

5.1. use RapidRupee except as expressly provided in these T & C;

5.2. provide any third parties with access to RapidRupee;

5.3. Use RapidRupee to post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters;

5.4. remove any copyright, trademark or other proprietary notices from any portion of RapidRupee;

5.5. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by RapidRupee;

5.6. decompile, reverse engineer or disassemble RapidRupee;

5.7. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of RapidRupee or any other computer system including by introduction of any virus, Trojan horses, worms, time bombs or such material;

5.8. attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks;

5.9. Re-sell, grant any rights to third parties to RapidRupee, lease, time-share, lend or rent RapidRupee

5.10. use RapidRupee to host, display, upload, modify, publish, transmit, update or share any information that

a) belongs to any other person and to which you do not have any right to;

b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

c) harms minors in any manner

d) infringes any patent, trademark, copyright or other proprietary rights;

e) violates any law which is in force

f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature

g) impersonates another person

h) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

**6. USER REGISTRATION**

6.1. You may use RapidRupee without registration however, to participate in certain activities of RapidRupee you may be requested to create an account or you can login any other third party service account permitted by RapidRupee.

In the event you wish to create an account with us you may do so by completing the registration process and you agree to:

- provide true, accurate, correct and complete information as prompted by the applicable registration form

- maintain and update true, accurate, correct and complete information provided by you during the registration process.

6.2. You may be required to choose a password and user name. You are solely responsible for maintaining the confidentiality of your password and account. If at any time AFG believes that your account and password is being misused in any manner, or that the information provided by you during the registration process is not true, inaccurate or incomplete the AFG reserves the right to cancel your account and block your access to Services.

6.3. You are entirely responsible for any and all activities that occur under your account. You agree to notify the AFG of any unauthorized use of your account or any breach of security. AFG will not be liable for any loss that you may incur as a result of someone else using your password or account or your failure to comply with this section.

6.4. By using RapidRupee, you authorize AFG, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. We may also ask you for identifying documents to help us to validate your identity.

6.5. You agree to provide unconditional and absolute consent to AFG to use and share the information provided by you in relation to RapidRupee. AFG shall take all reasonable steps to ensure that the information received from you is secure, and is accessible only to the relevant persons.

6.6. RapidRupee may collects data and other information arising out of transactions while using other services through the User’s SMS inbox, after obtaining the User’s specific consent to allow the App to access the User’s SMS inbox. RapidRupee accesses all messages on your cell phone. The collection of such information is only limited to the extent that such data is available in the relevant messages. RapidRupee may also record the identity of the product or service and the price or fee paid or payable in respect thereof.

We may reference other sources of demographic and other information in order to provide you with more targeted communications and promotions.

6.7. We use Google Analytics, among others, to track the user behavior on our website and our mobile application. Google Analytics specifically has been enabled to support display advertising to help us gain an understanding of our users’ Demographics and Interests. The reports are anonymous and cannot be associated with any individual personally identifiable information that you may have shared with us. You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using the Ads Settings options provided by Google.

6.8. RapidRupee automatically collect limited information about your device’s connection to the Internet, including your IP address, when you visit our website or use RapidRupee Application. We automatically receive and log information from RapidRupee Application and/or your browser including but not limited to IP address, your device or computer’s name, and your operating system, we may also collect log information from your device, including but not limited to your location, IP address, your device’s name, device’s serial number or unique identification number (e.g. Android ID or ADID on your Android Device), your device operating system, browser type and version, CPU speed, and connection speed etc..

**7. LIMITATION OF LIABILITY**

7.1. Notwithstanding anything to the contrary contained herein, neither AFG nor its affiliated companies, subsidiaries, officers, directors, employees or any related party shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these T & C. To the maximum extent permitted by law, You waive, release, discharge and hold harmless AFG, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of Your use of RapidRupee.

7.2. AFG in any event is not responsible for any default in return of money that is borrowed from the Lender NBFC

7.3. AFG does not make any representations or warranties on behalf of the financial service providers, banks or NBFCs partnered with AFG with respect to the financial products / loans provided by such partners.

7.4. AFG makes no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of RapidRupee. This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents / content comprising this T & C.

**8. COPYRIGHT**

8.1. All content included in or made available through the wesbite or any RapidRupee Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of AFG or its content suppliers and protected by India and international copyright laws. The compilation of all content included in or made available through the website or any RapidRupee Service is the exclusive property of AFG and protected by India and international copyright laws.

8.2. RapidRupee (including RapidRupee logo), [www.rapidrupee.in](http://www.rapidrupee.in) , and all related logos are trademarks, service marks, or licensed brands of AFG. Other company, product, and service names and logos used and displayed on this website may be trademarks or service marks owned by AFG or others. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks displayed on this website, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the website unless in accordance with written authorization by us.

8.3. We prohibit use of any of the AFG trademarks, service marks or licensed brands as part of a link to or from any site unless establishment of such a link is approved in writing by us in advance. Any questions concerning any AFG trademarks, or whether any mark or logo is a AFG trademark, should be referred to AFG.

**9. APPLICABLE LAWS**

9.1. Your use of RapidRupee and any T & C stated in this agreement is subject to laws of India. Subject to the arbitration provision herein, the courts at Mumbai, India shall have exclusive jurisdiction over any claims or matters arising out of these T & C.

9.2. The Arbitration under this agreement shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The Award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.

**10. ENTIRE AGREEMENT**

These T & C together with the other policies made available on the website, as amended from time to time, constitute the entire agreement between you and us. If any provision of these T & C or any policy are considered unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these T & C or any policy and shall not affect the validity and enforceability of any remaining provisions.

**11. CHANGES TO THE TERMS**

We reserve the right to modify them at any time, and without actual notice to you. All such changes to these T & C will appear on the website. By using RapidRupee following any modifications to these T & C, you agree to be bound by any such modifications to these T & C. If any changes to these T & C are unacceptable to you, you must discontinue use of RapidRupee. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the website or application, including for any violation of any provision of these T & C.

**12. TERMINATION**

We shall have the right immediately to terminate this agreement with you and your use of RapidRupee if we determine in our sole discretion that you have breached any of these T & C or otherwise been engaged in conduct which we determine in our sole discretion to be unacceptable.

Feedback: We welcome feedback, comments and suggestions for improvements to RapidRupee ("Feedback").

You can submit Feedback by emailing us at care@rapidrupee.in