

Terms & Conditions

1. GENERAL

This Agreement is a contract between you and Rufin (and associated financing partners) and applies to your use of the Rufin Services (the "Services"). By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement. You agree that any use by you of the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-out of a copy of the Agreement (including all policies) for your records. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. 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, privacy policy and Terms of Use for access or usage of www.Rufin.org website and the mobile application (hereinafter referred to as "Website", or "App", or "Mobile App" or "Platform"). Please read this Agreement carefully and make sure that you understand it fully before using the Services.

2. ELIGIBILITY

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Rufin website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. Rufin and its associated partners reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to Rufin's notice or if it is discovered that you are under the age of 18 years.

3. PRIVACY

Any personal information submitted in connection with your use of the Offerings or the Site is subject to Our Privacy Policy.

4. REGISTRATION

To use Rufin Services and access certain portions of the Website, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, service, and management of your account. You are solely responsible for maintaining the confidentiality of your account, username, and password and for all activities associated with or occurring under your Account. You represent and warrant that your Account information will be accurate at all times. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website. You must notify us (a) immediately of any unauthorized use of your account and any other breach of security, and (b) ensure that you exit from your account at the end of each use of the Offerings. We cannot and will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your account, either with or without your knowledge, prior to your notifying us of unauthorized access to your account. You may not transfer your account to any other person and you may not use anyone else's account at any time without the permission of the account holder.

5. COMMUNICATIONS

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise

6. TRANSACTION AND COMMUNICATION PLATFORM

- a. The Website is a platform that Users utilize to meet and interact with one another or with third party Vendor(s) for their transactions including services of granting, sanctioning, lending of short-term loans, through our NBFC / associated Partners.
- b. Rufin is not and cannot be a party to or control in any manner any transaction between the Website's Users.
- c. All commercial/contractual terms are offered by and agreed to between Customers and NBFC alone.
- d. Rufin does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Customers and NBFC.
- e. Rufin is not responsible for any non-performance or breach of any contract entered into between Customers and NBFC. Rufin cannot and does not guarantee that the concerned Customers and NBFC will perform any transaction concluded on the Website.
- f. Rufin through the Services, may allow the Customers to apply for the Loan, subject to the fulfilment of the eligibility criteria laid down by Rufin .You understand that Rufin and / or the NBFC may collect, authenticate, track your location, verify and confirm the User Data, documents and details as may be required to sanction the Loan.
- g. In order to avail the Services, you are required to register with Rufin by logging in through your Third-Party Platforms ("User Account"). During the Application process, you shall be required to share and upload the User Data on the Website or the Mobile Application Form. User Data shall include personal information including but not limited to your name, e-mail address, gender, date of birth, mobile number, passwords, photograph, mobile phone information including contact numbers, SMS, call logs and browsing history, data and login-in credentials of Third Party Platforms, financial information such as bank

documents, salary slips, bank statements, PAN card, bank account no., data from Credit Information Companies, data required for Know Your Customer compliances, requirement and other relevant details (“Personal Information”). You agree that the Personal Information shall always be accurate, correct and complete. As part of the Services, you authorize us to import your details and Personal Information dispersed over Third-Party Platforms. You understand and acknowledge that we may periodically request for updates on such Personal Information and we may receive such updated information from Third Party Platforms.

- h. All transactions undertaken on your behalf by Rufin and associated partners will be on the basis of your express instructions/consent and will be strictly on a non-discretionary basis. You also authorize Rufin to get your credit information report from one or more Credit Information Companies as decided by the Company from time to time. Once you verify and upload the User Data and/or other documents and details on our platform, we shall process the same. Upon the completion of the document verification by us, the Loan may be sanctioned by NBFC to you, subject to fitting eligibility criteria and other conditions set forth by NBFC for sanctioning the Loan. Thereafter, you are required to fill and upload the ECS/NACH mandate form/Cheque or any other document as may be required by NBFC. Rufin may collect the physical documents including signatures on those documents required for sanctioning and processing the Loan. Upon the collection of documents by Rufin, NBFC shall disburse the Loan subject to the terms and conditions of the Loan Agreement.

- i. You fully understand and agree that the sanctioned Loan shall be disbursed as per the mode provided in the platform. You are required to repay the Outstanding Amount(s) to NBFC, on the respective due date(s) mentioned in the platform.
- j. You understand and acknowledge that Rufin reserves the right to track your location (“Track”) during the provision of Services, and also in the event that you stop, cease, discontinue to use or avail the Services, through deletion or uninstallation of Mobile App or otherwise, till the event that your obligations to pay the Outstanding Amount(s) to NBFC exist. Deletion, uninstallation, discontinuation of our Services, shall not release you from the responsibility, obligation and liability to repay the Outstanding Amount(s).
- k. You understand and acknowledge that you shall be solely responsible for all the activities that occur under your User Account while availing the Services. You undertake that Rufin shall not be responsible and liable for any claims, damages, disputes arising out of use or misuse of the Services. By usage of the Services, you shall be solely responsible for maintaining the confidentiality of the User Account and for all other related activities under your User Account. Rufin reserves the right to accept or reject your registration for the Services without obligation of explanation.
- l. You understand and acknowledge that, you are solely responsible for the capability of the electronic devices and the internet connection, you chose to run the Platform. The Platform's operation or the Services on your electronic device is subject to availability of hardware, software specifications, internet connection and other features and specifications, required from time to time.

The User Data provided during the registration is stored by us for your convenience. You are not required to log-in to your User Account, every time, to use or access the Platform. You understand and acknowledge that by accepting these Terms, you authorize us to Track,

fetch and use the User Data, including but not limited to your Personal Information, for the purpose of authentication and any updates with regards to your credentials.

Rufin does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.

- m. At no time shall Rufin hold any right, title or interest over the products nor shall Rufin have any obligations or liabilities in respect of such contract entered into between Customers and NBFC.
- n. You release and indemnify Rufin and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law.

7. INDEMNITY AND DISCLAIMER OF WARRANTY

- a. You shall indemnify and hold harmless Rufin, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.
- b. The Website and all content and services provided on the Website are provided on an "as is" and "as available" basis. Rufin expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

c. Rufin makes no warranty, and expressly disclaims any obligation, that:

1. the content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances;
2. The Website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis;
3. the results that may be obtained from the use of the Website or any services offered through the website will be accurate or reliable; or
4. the quality of any products, services, information, or other material obtained by you through the website will meet your expectations.

8. INTELLECTUAL PROPERTY RIGHTS

- a. This platform is controlled and operated by Rufin and all material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights.
- b. Material on Website and App is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so.
- c. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.