

TERMS & CONDITIONS | AJIVIKA

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the website <https://ajivikafinance.in> and/or mobile application (collectively, the "Platform") operated by **Ajivika Finance Limited** ("Ajivika", "Company", "we", "us", or "our").

Ajivika Finance Limited is a Non-Banking Financial Company ("NBFC") incorporated under the Companies Act, 2013 and having its registered office at:

B-84, Sector-64, Noida,
Gautam Buddha Nagar,
Uttar Pradesh – 201301, India.

By accessing or using the Platform or applying for/availing any loan or financial service offered by Ajivika (collectively, the "Services"), you agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the Platform.

2. Eligibility

To use the Services, you must:

- Be a resident of India;
- Be at least 18 years of age;
- Be legally competent to enter into a binding contract as per the provisions of Indian Contract Act, 1872;
- Provide true, accurate, and complete information.

Ajivika reserves the right to reject any application that does not meet its eligibility criteria or internal credit policies.

3. Nature of Services

Ajivika provides loan and credit facilities directly as an NBFC, subject to:

- Credit assessment;
- Risk evaluation;
- Regulatory and compliance requirements;
- Submission and verification of required documentation.

Submission of a loan application does **not** guarantee approval.

Loan approval, sanction amount, interest rate, tenure, fees, and repayment terms are determined solely by Ajivika in accordance with its internal credit policies and applicable laws.

4. Account Registration

To apply for a loan or access certain Services, you may be required to create an account.

You agree to:

- Provide accurate and up-to-date information;
- Maintain confidentiality of your login credentials;
- Immediately notify Ajivika of any unauthorized use of your account.

You are responsible for all activities conducted through your account.

Ajivika reserves the right to suspend or terminate accounts containing inaccurate or misleading information.

5. Credit Evaluation and Verification

By applying for a loan, you authorize Ajivika to:

- Obtain credit reports from credit information companies;
- Verify KYC documents;
- Conduct employment and income verification;
- Verify bank account information;
- Perform fraud detection and risk assessment checks.

Ajivika may decline any application at its sole discretion, without obligation to disclose internal credit evaluation methodologies.

6. Loan Documentation

If your loan is approved:

- You will be required to execute a loan agreement and related documents;
- The agreement will specify interest rate, fees, charges, tenure, repayment schedule, and other terms;
- You agree to repay all dues in accordance with the agreed terms.

Failure to repay may result in:

- Levy of penal charges as disclosed;

- Reporting to credit bureaus;
- Initiation of lawful recovery proceedings.

7. Repayment and Recovery Practices

Repayment must be made through approved channels as communicated by Ajivika.

In case of default, Ajivika may undertake recovery actions in accordance with:

- Applicable laws;
- RBI guidelines on Fair Practices Code;
- Internal recovery policies.

Ajivika follows lawful and non-coercive recovery practices.

Ajivika does not access or contact unrelated third-party contacts for recovery purposes without lawful basis.

8. Fees and Charges

All applicable:

- Interest rates;
- Processing fees;
- Penal charges;
- Other applicable charges;

Will be transparently disclosed in the sanction letter and loan agreement prior to execution.

9. Data Protection and Privacy

Ajivika processes personal data in accordance with:

- Information Technology Act, 2000;
- Digital Personal Data Protection Act, 2023;
- Applicable RBI regulations;
- Ajivika's Privacy Policy.

By using the Platform, you consent to the collection, processing, and storage of your personal data for purposes including:

- Credit assessment;
- Regulatory compliance;
- Fraud prevention;
- Service improvement.

Ajivika collects only such data as is necessary for legitimate business and regulatory purposes.

10. Communications

You agree to receive:

- Transactional communications;
- Account updates;
- Regulatory notifications;
- Service-related communications.

Marketing communications shall be sent only in accordance with applicable laws and consent requirements.

11. Prohibited Use

You agree not to:

- Provide false or misleading information;
- Use the Platform for unlawful purposes;
- Attempt unauthorized access to systems;
- Use automated bots or scraping tools;
- Engage in fraudulent or abusive conduct.

Ajivika may suspend or terminate access for violations.

12. Intellectual Property

All content on the Platform, including text, logos, graphics, software, and design elements, is the property of Ajivika or its licensors and is protected under applicable intellectual property laws.

You are granted a limited, non-exclusive, revocable, non-transferable license to use the Platform solely for personal, non-commercial purposes.

13. Disclaimer of Warranties

The Platform and Services are provided on an “as-is” and “as-available” basis.

Ajivika does not warrant that:

- The Platform will be uninterrupted or error-free;
- The Services will meet all user expectations;
- The Platform will be free from technical disruptions beyond its control.

Nothing in these Terms excludes liability where such exclusion is not permitted by law.

14. Limitation of Liability

To the maximum extent permitted by law, Ajivika shall not be liable for:

- Indirect, incidental, or consequential damages;
- Loss of profits, goodwill, or business opportunity;
- Loss arising due to user negligence or misuse.

Nothing in these Terms limits liability for:

- Fraud;
- Willful misconduct;
- Liability that cannot be excluded under applicable law.

15. Term and Termination

These Terms shall remain in effect as long as you use the Platform or have an active loan relationship with Ajivika.

Ajivika may suspend or terminate access in case of:

- Breach of these Terms;
- Fraudulent activity;
- Regulatory requirements.

Loan repayment obligations survive termination.

16. Force Majeure

Ajivika shall not be liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, strikes, regulatory changes, or system failures.

17. Governing Law and Jurisdiction

These Terms shall be governed by the laws of India.

Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts in Delhi, India.

18. Grievance Redressal

For any grievance or complaint regarding Services or data processing, you may contact:

Grievance Officer

Ajivika Finance Limited
B-84, Sector-64, Noida,
Gautam Buddha Nagar, Uttar Pradesh – 201301

Email: grievancedressal@ajivikafinance.in

Phone: 0120-4317430

(Timings: 10:00 AM – 6:00 PM, Monday to Saturday)

Ajivika shall address grievances in accordance with applicable RBI guidelines and its internal grievance redressal policy.