

**ACHIEVERS FINANCE INDIA LMTD**  
*(formerly known as Achiivers Finance India (P) Ltd)*  
**TERMS & CONDITIONS**

These Terms & Conditions (“**Terms & Conditions**”) govern Your use of the website [www.achieversfinance.com](http://www.achieversfinance.com) , (“**Website**” or “**Platform**”) owned and operated by **Achiivers Finance India Lmtd** (hereinafter referred as the “**Company**” or “**Achiivers Finance**” or “**We**” or “**Us**”), having its registered office at 32/A, Diamond Harbour Road, Sakherbazar, Kolkata- 700008.

As a user (“**User**” or “**You**”) of the Platform, You understand that the Company is a Non-Banking Financial Company (“**NBFC**”) providing access between You and Loan Service Providers (“**LSP**”), with a view to facilitate lending and such other services as may be introduced by the Company from time to time.

Please read these Terms & Conditions carefully before accessing or using our Platform or any part thereof. By accessing or using any part of the Platform, You agree to be bound by these Terms & Conditions. If You do not agree to all the Terms & Conditions, then **YOU MAY NOT ACCESS THE PLATFORM OR USE ANY SERVICES PROVIDED BY US.**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms & Conditions by posting updates and changes to our Platform. It is Your responsibility to check the Platform periodically for changes. Your continued use of or access to the Platform or the service following the posting of any changes to these Terms & Conditions constitutes Your acceptance of such changes.

Without prejudice to any other specific requirement which may be laid out in these Terms & Conditions, Your use of the Platform and specifically, Your acceptance of these Terms as aforesaid shall be deemed to be a representation from You that You are above 18 (Eighteen) years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms & Conditions, and to abide by and comply with these Terms & Conditions.

Additionally, please review our “**Privacy Policy**” as well to fully understand our privacy practices, which **You can find at** [\\_\\_\\_\\_\\_](#). It also governs Your visit to and use of the Platform, in addition to these Terms & Conditions.

These Terms & Conditions form a legal and binding agreement between the User and Us and is made pursuant to the terms of the Information Technology Act, 2000.

**A. GENERAL**

The Platform facilitates loans and other facilities to You. In the event You wish to avail loan services displayed on the Platform, You will be required to provide certain information which will be shared with our Lending Service Providers (“**LSP**”) for further processing.

The Company shall merely facilitate a transaction between the LSP and You. The Company is a Non-Deposit taking Non-Banking Financial Company registered under the Reserve Bank of India Act, 1934.

You agree to allow the Company or its LSP, to send You payment reminders or such other reminders, messages as may be required from time-to-time pursuant to facilitation services provided by the Company. You also agree that if You fail to pay an amount owed to the Company, pursuant to any agreement, the Company or its LSP may engage recovery agents to recover such amounts from You. Details of such Recovery Agents will be informed to You at the time of obtaining loan services.

**Eligibility:**

These Terms & Conditions are applicable for those persons who are competent to enter into a legal contract under the Indian Contract Act, 1872 and whose age are above 18 (eighteen) years. Persons who are “incompetent to contract” under the Indian Contract Act, 1872 including minors, undischarged insolvent etc. are not eligible to use these Terms & Conditions.

In case of Minors, if they wish to obtain our loan services, their legal guardian or parents can use our website on their behalf. In other cases, the Company reserves the right to refuse or refrain the Minor from accessing loan services from their website.

**Registration:**

To access our website seamlessly, You need to register and obtain an account, user name and password. During registration, the information You provide us, will help us to offer service, content and to manage Your account. You are solely responsible for maintaining the confidentiality of Your account, user name 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, incomplete and not in accordance with the Terms & Conditions or the Company has reasonable ground to believe that the information provided by You is untrue, inaccurate, incomplete and not in accordance with the Terms & Conditions, the Company has the right to suspend Your account or refuse to provide access to their website.

You must notify us:

- a. Immediately after any unauthorised use of Your account and any other breach of security;
- b. Ensure that You exit from Your account at the end of each use

We will not be responsible for any loss or damage arising due to ignorance of the above requirements from Your end. 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.

**Communication:**

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.

**Access to and Changes to our Platform:**

- a. The services that we provide through our Platform can only be accessed by registered users that have agreed to our Terms & Conditions.
  
- b. We do not guarantee that our Platform, or any content in it, will always be available or uninterrupted. We reserve the right in our sole discretion to suspend, withdraw or restrict the availability of the Platform or part thereof for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.
- c. We do not guarantee that our Platform, or any content in it, will always be free from errors or omissions. We reserve the right in our sole discretion to update and change our Platform from time to time to our users' needs and our business priorities. We will try to give You reasonable notice of any major changes. Your continued use of the Platform following the posting of any changes to these Terms constitutes acceptance of those changes.
- d. You are responsible for making all arrangements necessary for You to have access to our Platform.

**Restrictions:**

You are expressly restricted from all of the following without obtaining our consent:

- a. Copy, capture, download, deconstruct or reverse any content, or publish any Website material in any media;
- b. selling, sublicensing and/or otherwise commercializing any Website material;
- c. accessing this Website in any way that is, or may be, damaging to this Website or any part of it;
- d. accessing this Website in any way that impacts user access to this Website;
- e. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- f. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- g. using this Website to engage in any advertising or marketing;
- h. Hyperlinking, or redirecting to this Website from any other website or URL.
- i. Any user ID and password You may have for this Website are confidential and You must maintain confidentiality of such information. The Company will not be liable for any loss or damage owing to the user ID and/or the password being compromised.

The Company reserves the right to restrict access of Yours to any areas of this Website, at any time, in its sole and absolute discretion.

**Intellectual Property Rights:**

- a. This Website is maintained and operated by Achievers Finance India Lmted and all contents, images, videos, audios etc. on this website are protected by copyright, trademark and other intellectual property rights.
- b. All these contents including images, videos and audios are for Your personal use and not for any commercial use. You must not copy, reproduce, republish, upload, post, transmit, distribute any information by email or any other electronic means to any third party without obtaining our consent.
- c. Use of these contents, other than personal and non-commercial purpose, will lead to violation of the act of intellectual property rights and the Company shall reserve the right to take legal action against such person at its sole discretion.

In case You find that any of the intellectual property rights are violated/ infringed by any person, You may write to us at [info@achieversfinance.com](mailto:info@achieversfinance.com)

**Uploading Content:**

- a. Whenever You make use of a feature that allows You to upload content or document or images to our Platform, or to make contact with other users of our Platform, You shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Platform. You shall indemnify us for any breach of this warranty. We shall not be responsible, or liable to any third party, for the content posted by You or any other user of our Platform.
- b. You shall be responsible for obtaining and maintaining all licences required for the use of the content You upload to our Platform, including payment of all associated licence fees and other costs.
- c. We have the right to disclose Your identity to the statutory authorities, if requires.
- d. We have the right to remove any information You upload to our Platform.

**Viruses:**

- a. We shall not be liable for any loss or damage caused by a virus, bug, or other technologically harmful material that may infect Your computer equipment, programmes, data or other proprietary material due to Your use of our Platform or to Your downloading of any content from our Platform, or on any website linked to our Platform.
- b. You are responsible for configuring Your information technology, computer programmes and platform in order to access our Platform. You should use Your own virus protection software.
- c. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use our Platform will cease immediately.

**No Warranties:**

Achievers Finance India Lmted makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products and services including related graphics contained on the website for any purpose. To the maximum extent permitted by applicable laws, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company hereby disclaims all warranties and conditions with regards to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Additionally, there are no warranties as to the results of Your use of the content. The Company does not warrant that the site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction, or modification under the laws applicable to this agreement. Use of this site is at Your own risk.

**Links to Other Sites:**

Our platform contains links of other websites and resources provided by third parties. Achiivers Finance India Lmtd will not verify the accuracy or completeness of any such information and we provide no representations, warranties or guarantees with respect to the completeness, truthfulness, accuracy, or reliability of any such information published on our Platform. We do not provide any representations, warranties or guarantees that such information on those linked websites are up-to-date. We are not responsible for the privacy practices or the contents available on those linked websites.

**Limitation of Liability:**

In no event shall Achiivers Finance India Lmtd, nor any of its officers, directors and employees, be liable to You for anything arising out of or in any way connected with Your use of this Website, whether such liability is under contract, tort or otherwise, or for any indirect, consequential or special liability arising out of or in any way related to Your use of this Website.

**Indemnification:**

You hereby indemnify to the fullest extent Achiivers Finance India Lmtd from and against any and all liabilities, costs, demands, causes of action, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to Your breach of any of the provisions of these Terms & Conditions.

**Severability:**

If any provision of these Terms & Conditions is found to be unenforceable or invalid under any applicable laws, such unenforceability or invalidity shall not render these Terms & Conditions unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**Amendments:**

These Terms & Conditions may be amended by Achiivers Finance India Lmtd at any time. Any such amendment(s) shall take effect only prospectively i.e. upon the amendment of the Terms & Conditions. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms & Conditions by posting updates and changes to our Platform. It is Your responsibility to check the Platform periodically for changes.

**Assignment:**

Achiivers Finance India Lmtd may assign, transfer and subcontract its rights and/or obligations at its sole discretion under these Terms & Conditions without providing any further notification or obtaining consent. However, You shall not be permitted to assign, transfer, or subcontract any of Your rights and/or obligations under these Terms & Conditions.

**Entire Agreement:**

These Terms & Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Achievers Finance India Lmted and You in relation to

Your use of this Website, and supersede all prior agreements and understandings with respect to the same. If any clause of these Terms & Conditions is or becomes illegal, invalid, or unenforceable by any court of competent jurisdiction, such findings shall not invalidate the remainder of these Terms & Conditions. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents are drawn up in English.

**Digital Contracts:**

We provide digital personal loan through our platform to the eligible users. This will require execution of loan agreements online. The agreement in full will be displayed to the user on our Website and needs to be digitally signed by the user using the Aadhaar enabled eSign, as provided by the Electronic Signature or Electronic Authentication Technique and Procedure Rules 2015 under the Indian Information Technology Act 2000, and shall be binding on the user.

**Applicable Laws:**

- a. These Terms & Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of India. We both hereby irrevocably agree that the courts in Kolkata will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions or its subject matter or formation (including non-contractual disputes or claims).
- b. If any provision in these Terms & Conditions is invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms & Conditions shall remain in full force and effect.

**Grievance Redressal Mechanism:**

Please follow our Grievance Redressal Mechanism Policy in this regard.