

Nixa Fincap Private Limited

Welcome to nixafincap.com (the "Website"). This Website is owned and operated by Nixa Fincap Private Limited ("Nixa Fincap", "we", "us", or "our"). By accessing or using this Website, you agree to comply with and be bound by these Terms of Use. If you do not agree, please discontinue use immediately.

1. Acceptance of Terms

By using this Website, you confirm that you have read, understood, and agreed to:

- These Terms of Use
- Our Privacy Policy
- Applicable Indian laws and regulations

2. Eligibility

You must:

- Be at least 18 years of age
- Have the legal capacity to enter into a binding agreement

If you are using this Website on behalf of a company or entity, you confirm that you are authorized to bind that entity to these Terms.

3. About Nixa Fincap

Nixa Fincap Private Limited is a Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India (RBI) under Certificate of Registration No. [INSERT COR NUMBER]. Our registration details are available on the RBI's official website at www.rbi.org.in.

Important Disclaimer: While Nixa Fincap is registered with the Reserve Bank of India, the RBI does not accept any responsibility for the correctness of any statements or representations made on this Website. Registration with the RBI does not imply that the RBI endorses or guarantees the repayment of any deposits or the performance of any financial products offered by us.

4. Nature of Services

The content on this Website is provided for general informational purposes only regarding our financial products and services.

No Financial Advice

Nothing on this Website should be construed as financial advice, investment advice, or a binding offer to lend.

Loan & Credit Approval

All financial products are subject to internal credit policies, verification processes, and applicable RBI regulations. Approval is not guaranteed.

5. Digital Lending Transparency

We are committed to responsible, fair, and transparent lending practices in accordance with RBI's Digital Lending Guidelines (2022) and applicable directions issued from time to time.

- A Key Fact Statement (KFS) will be provided before execution of any loan agreement, clearly disclosing the Annual Percentage Rate (APR), processing fees, prepayment charges, and all associated costs.
- The Annual Percentage Rate (APR) will be communicated in a standardised and comparable format before loan disbursement.
- No charges shall be levied that are not disclosed in advance. Changes to fees or charges will be communicated with reasonable prior notice.
- You may exit the loan agreement within the cooling-off period specified in your KFS, without penalty.

You are strongly encouraged to review the KFS, loan agreement, and all related documents carefully before acceptance.

6. User Responsibilities

By using this Website, you agree to:

- Provide accurate and complete information
- Not misrepresent identity or financial details
- Use the Website only for lawful purposes

Consequences of Violations

Providing false or misleading information may result in rejection of applications or legal action where applicable.

7. Electronic Communication Consent

By using this Website, you consent to receiving communications from us electronically through emails, SMS, WhatsApp, push notifications, or other digital channels for transactional updates, account information, repayment reminders, and service-related notifications.

In accordance with the Digital Personal Data Protection Act, 2023, your consent to receive marketing or promotional communications is separate and optional. You may withdraw this consent at any time by:

- Clicking the "unsubscribe" link in any marketing email, or

- Writing to us at info@nixafincap.com

Withdrawal of marketing consent will not affect transactional or regulatory communications. All electronic communications shall be deemed legally valid.

8. Intellectual Property Rights

All content on this Website — including text, graphics, logos, images, and software — is the property of Nixa Fincap or its licensors.

You may: View and download content for personal, non-commercial use.

You may not: Copy, reproduce, or distribute content without prior written permission.

9. Prohibited Activities

You agree not to:

- Use the Website for unlawful or fraudulent purposes
- Attempt to hack, disrupt, or compromise Website security
- Use bots, scrapers, or automated tools
- Upload or transmit harmful or offensive content

10. Third-Party Links

This Website may contain links to third-party websites. We do not endorse these websites or control their content or policies. You access such websites entirely at your own risk.

11. Limitation of Liability

To the fullest extent permitted under applicable Indian law, Nixa Fincap, its directors, officers, employees, and affiliates shall not be liable for any indirect, incidental, consequential, or punitive damages, including loss of data, loss of profits, or business interruption.

Notwithstanding the above, nothing in these Terms shall exclude or limit our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded or limited under applicable law, including the Consumer Protection Act, 2019

Our total aggregate liability to you for any claim shall not exceed the amount paid by you to us in the three (3) months preceding the event giving rise to the claim.

12. Website Availability

We do not guarantee that the Website will be uninterrupted, error-free, or secure at all times. We may suspend or modify the Website without prior notice.

13. Indemnification

You agree to indemnify and hold harmless Nixa Fincap, its directors, employees, and affiliates from any claims arising due to your misuse of the Website, violation of these Terms, or breach of applicable laws.

14. Grievance Redressal

We are committed to addressing your concerns promptly and fairly. If you have any complaints or grievances, please contact our designated Grievance Officer:

Grievance Officer: Nixa Fincap Private Limited

Email: info@nixafincap.com

Phone: +91-22-6119 6000

Address: 2503, 25th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai – 400013

We will acknowledge your complaint within 48 hours and endeavour to resolve it within 30 days of receipt. If you are not satisfied, you may escalate through:

- RBI Complaint Management System (CMS): <https://cms.rbi.org.in>
- RBI Integrated Ombudsman Scheme, 2021 (details at www.rbi.org.in)

Escalation is available if your complaint remains unresolved for more than 30 days or if you are dissatisfied with our response.

15. Privacy & Data Protection

Our Privacy Policy governs your use of this Website. We handle your data in accordance with the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023.

16. Severability & Waiver

Severability: If any provision of these Terms is found invalid or unenforceable, it shall be modified to the minimum extent necessary, or severed. The remaining provisions shall continue in full force and effect.

Waiver: No failure or delay by Nixa Fincap in exercising any right shall operate as a waiver of that right. A waiver of any breach shall not be construed as a waiver of any subsequent breach.

17. Force Majeure

We shall not be held liable for failure or delay in performance due to events beyond our control, including natural disasters, regulatory changes, or technical failures.

18. Governing Law & Jurisdiction

The laws of India shall govern these Terms. All disputes shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.

19. Changes to Terms

We may update these Terms at any time without prior notice. Continued use of the Website implies acceptance of the updated Terms.

20. Contact Information

Nixa Fincap Private Limited
2503, 25th Floor, One Lodha Place
Senapati Bapat Marg, Lower Parel
Mumbai – 400013, India

Email: info@nixafincap.com

Phone: +91-22-6119 6000

*This document is intended for informational purposes and does not constitute legal advice.
Nixa Fincap recommends consulting a qualified legal professional for specific legal guidance.*