



## Terms and Conditions for Online Payments

The Terms and Conditions (“**Terms and Conditions**”) contained herein shall apply to any person (“**You**” or “**Your**” or “**User**” and includes Your heirs, representatives, beneficiaries, successors, executors, administrators and permitted assigns) using the services of Hero FinCorp Limited, a company incorporated under the provisions of Companies Act, 1956, a registered under the provisions of Reserve Bank of India as a Non-Banking Financial Company and having its registered office at 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057 (hereinafter referred to as “**HFCL**” or “**We**” or “**Us**”, which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors or assigns) HFCL for making online payments through an online payment gateway service (“**Service**”) offered by multiple third party payment gateway service providers (hereinafter referred to as the “**Payment Gateways**”) through HFCL’s website, mobile app, downloading the app, landing page, any other online platform/network together/collectively referred to as “**Online Platform**”.

This is a legally binding agreement between the User and HFCL, establishing the terms and conditions under which the Online Platform may be used. Users are requested to read these terms before registering, accessing, browsing, downloading or using anything from the Online Platform.

By using the site or the Online Platform/network or downloading the app, you agree to be bound by these Terms and Conditions.

Your access to and use of the Online Platform is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Online Platform. Each User is deemed to have read, understood and accepted these Terms and Conditions.

It is strongly recommended for you to return to this page periodically to review the most current version of the Terms and Conditions. HFCL reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of the Online Platform, which signifies your acceptance of the updated or modified Terms. If you object to these Terms or any subsequent modifications to these Terms or become dissatisfied with the Online Platform in any way, you should immediately terminate use of the Online Platform.

By downloading or otherwise accessing or using the Online Platform, you agree to be bound by the following Terms and conditions and privacy policy. If you disagree with any part of the Terms (as may be amended from time to time), then you may not access the Online Platform and immediately stop using the Online Platform.

### **A. DATA SHARING AND PROCESSING**

By initiating or completing any payment through the platform, you hereby agree and acknowledge as follows:

- **Payment Processing**  
All transactions are processed through authorized third-party Payment Gateways, payment service providers and partner banks in accordance with applicable laws and regulatory guidelines, including those prescribed by the Reserve Bank of India (“RBI”). You authorize us and such entities to process your payment instructions.
- **Data Sharing for Transaction Processing**  
You consent to the collection, use and disclosure of your relevant personal and financial information, including payment instrument details, to authorized third parties strictly for the purposes of transaction processing, authentication, settlement, reconciliation, fraud prevention and regulatory compliance.
- **Data Protection and Security**  
Your personal information shall be processed and protected in accordance with applicable data protection laws and our internal security practices.
- **User Obligations**  
You shall ensure the accuracy of all payment details and maintain strict confidentiality of credentials, including OTPs and login information. We shall not be responsible for any loss arising from unauthorized transactions attributable to your failure to safeguard such information.
- **Consent to Data Privacy Policy**  
By using the platform and undertaking transactions, you expressly consent to the collection, use, storage, and processing of your personal information in accordance with our Data Privacy Policy available at:  
[\[https://www.herofincorp.com/data-privacy-policy\]](https://www.herofincorp.com/data-privacy-policy)

### **B. GENERAL TERMS AND CONDITIONS**



1. Once a User has accepted these Terms and Conditions, he/ she may avail the Services. A User may use HFCL's Online Platform or by any other manner as may be specified by HFCL from time to time.
2. HFCL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of HFCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by HFCL with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Online Platform to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Online Platform shall be at the absolute discretion of HFCL subject to Data Privacy Policy of HFCL.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and HFCL. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and HFCL. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of HFCL and/or the Payment Gateway service providers kept in the ordinary course of business of HFCL and/or the Payment Gateway service providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach HFCL with his/ her claim details and claim refund from HFCL alone. Such refund (if any) shall be affected only by HFCL via payment gateway or by means of a demand draft or such other means as HFCL deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway service provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled Debit card or net banking or UPI purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway service provider's accounts, if any) by the acquiring bank or debit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. **Refund for fraudulent/duplicate transaction(s):** The User shall directly contact HFCL for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by HFCL alone in line with their policies and rules.
9. **License and Online Platform Access:** HFCL grants you a limited license to access and make use of the Online Platform, the products/Services offered purely for commercial purpose only. This license is subject to Prohibited conduct as mentioned below.

You may not bypass any measures used by the company to prevent or restrict access to the Online Platform and/or the Services. Any unauthorized use by you shall terminate the permission or the limited license granted to you by HFCL and shall entail charges of compensation to be paid by you as may be determined by HFCL.

If you access the Online Platform via mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting accessor use by multiple devices or users at the same time; (7) use the application for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories, or devices for use with the application.

**10. By using the Online Platform, you agree not to:**

- a. Use this Online Platform or its contents for any purpose other than as defined in the Online Platform;
- b. Make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand;
- c. Access, monitor or copy any content or information of this Online Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- d. Violate the restrictions in any robot exclusion headers on this Online Platform or bypass or circumvent other measures employed to prevent or limit access to this Online Platform;
- e. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- f. Deep-link to any portion of this Online Platform (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or
- g. "Frame", "Mirror" or otherwise incorporate any part of this Online Platform into any other Online Platform without our prior written authorization.

**11. User's Representations:**

You represent and warrant that you are of legal age and not a minor competent to contract having a sound mind, and under no coercion or undue influence of any person or substance or incapacitated in any manner whatsoever to form a binding contract and are not a competitor of HFCL or in any way or manner associated with competitor or potential competitor or a person barred from receiving the Services offered by HFCL under the laws of India or other applicable jurisdiction. You will use the Online Platform to make legitimate use for you or for any another person for whom you are legally authorized to act (and will inform such other persons about the Agreement and/or Privacy Policy) that apply to the use of the Online Platform and the Services on their behalf (including all rules and restrictions applicable thereto). You also agree to provide true, accurate, current and complete information about yourself as required by the Online Platform and you shall not withheld any information whatsoever. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or HFCL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HFCL has the right to refuse and/or deny access of any and all existing or future use by you of the Online Platform (or any portion thereof). Notwithstanding the above, HFCL retains the right at its sole discretion to deny access to anyone to the Online Platform and/or the Services it offers, at any time and for any reason, including, but not limited to, for violation of the Terms and Conditions or facility agreement or HFCL's policies available on HFCL's Website URL: <https://www.herofincorp.com/> that maybe in force with or without reason.

**12. Prohibited Conduct**

By using our Online Platform, you agree that you shall not (a) use our Online Platform for spamming or any other illegal purposes;(b) infringe ours or any third party's intellectual property rights, rights of publicity or privacy; (c) post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person; (d) post or transmit any message, data, image or program which violates any law; (e) refuse to cooperate in an investigation or provide confirmation of your identity or any other information you provide to us; (f) remove, circumvent, disable, damage or otherwise interfere with security related features of our Online Platform or features that enforce limitations on the use of Online Platform; (g) upload any content that constitutes negligent advice or contains any negligent statement, an incitement to commit a crime or contains instructions for the commission of a crime or the promotion of criminal activity; or any content which is in contempt of any court, or in breach of any court order; or discriminates on the basis of age, sex, religion, race, gender; harassing, invasive of another's privacy, blasphemous; in breach of any contractual obligations or depicts violence or is pornographic, paedophilic, obscene, suggestive or sexually explicit; or consists of or contains any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; or constitutes spam; or is grossly harmful, offensive, deceptive, fraudulent, threatening, abusive, hateful, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or causes annoyance, inconvenience or needless anxiety to any person; or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or harm minors in any way or otherwise unlawful in any manner whatever; (h) upload any content that threatens the unity, integrity, defense, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any nation; (i) upload any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; (j) reverse engineer, decompile, disassemble or otherwise attempt to discover our source code for the Site or any part thereof or infringe any patent, trademark, copyright or other proprietary rights; (k) use our Online Platform in any manner that could damage, disable, overburden, or impair, including, without limitation, using the Online Platform in an automated manner; (l) modify, adapt, translate or create derivative works based upon the Online Platform or any part thereof; (m) intentionally interfere with or damage operation of Online Platform or any other user's use of Online Platform , by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features; (n) use any robot, spider, other automatic device, or manual process to monitor or copy Site without our prior written permission;

(o) interfere or disrupt Online Platform or networks connected therewith; (p) take any action that imposes an unreasonably or disproportionately large load on the Online Platform; (q) use any device, software or routine to bypass Online Platform robot exclusion headers, or interfere or attempt to interfere, with the Online Platform ; (r) forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Online Platform or to manipulate your presence on Online Platform ; (s) use the facilities and capabilities of Online Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others; and (t) breach these Terms or any other policies which we have; (u) provide false, inaccurate or misleading information to HFCL;

### **13. Legal and Acceptable Use**

You must access and use our Online Platform only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Online Platform in ways that: (a) violate, misappropriate, or infringe the rights of HFCL, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) will harm minors; (f) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto- dialling, and the like; (g) involve any non-personal use of our Online Platform unless otherwise authorized by us; or (h) violates any law for the time being in force.

**14. Server Slow Down/Session Timeout:** In case the Online Platform or Payment Gateway service provider's webpage, that is linked to the Online Platform, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

1. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact HFCL via e-mail or any other mode of contact as provided by HFCL to confirm payment.
2. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

### **15. Debit Card, Bank Account Details**

1. The User agrees that the debit card, Net banking or UPI details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit, Net banking or UPI account, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The online payment which the User will be doing shall be through the User's bank account only. The User further agrees and undertakes to provide correct and valid debit card, Net banking/UPI details.
2. The User may pay his/ her instalments against the loan facility availed from HFCL by using a debit card, or through UPI or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / UPI/ bank details:
  - a. The User is fully and lawfully entitled to use such debit card, UPI account, net banking account for such transactions;
  - b. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - c. The User is authorizing debit of the nominated card/ UPI account/ bank account for the payment of course fees selected by such User along with the applicable Fees.
  - d. The User is responsible to ensure sufficient credit is available on the nominated card/ UPI / bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.
3. Any governmental charges, duty or debits, or tax payable as a result of payments made using the UPI Facility shall be the User's responsibility and if imposed HFCL shall debit such charges, duty or tax against the User.
4. The Users agrees that he/she shall not be entitled to make any claim against RBI and/or NPCI and/or HFCL in respect of the UPI Facility unless otherwise allowed as per applicable law.
5. The Users confirms and acknowledges that the online payment made by the User is through his/her own card/ declared UPI Account or declared bank account. The source of funds should be known and Anti-Money Laundering (AML) guidelines as amended from time to time should be followed.
16. The User hereby represents, warrants, acknowledges, and undertakes that all payments made through the Online Platform and/or any Payment Gateway shall be made solely from the User's own bank account(s) or other payment instruments legally owned and operated by the User. The User further confirms that all funds used for such payments are derived from lawful and legitimate sources and are not connected with any unlawful, fraudulent, prohibited, or money-laundering activities.

17. The User agrees to comply with all applicable AML, counter-terrorist financing, sanctions, and related laws, regulations, guidelines, and directives, including any amendments, modifications, or re-enactments thereof from time to time. The User acknowledges that the Company may, at its sole discretion, seek additional information, documentation, or verification regarding the source of funds or the payment transaction and may reject, suspend, or report any transaction as required under applicable law or regulatory requirements. The User shall be solely responsible for any breach of the obligations set out in this Clause.

### **C. MISCELLANEOUS CONDITIONS:**

1. Any waiver of any rights available to HFCL under these Terms and Conditions shall not mean that those rights are automatically waived.
2. HFCL reserves the right to change/modify/alter any information provided on or via this Online Platform, including the terms of this disclaimer, at any time and without notice. However, HFCL does not undertake to update or keep updated, the Content contained on the Online Platform, from time to time. It is recommended that you review the information provided on or via this Online Platform, including the terms of this disclaimer, periodically for changes. HFCL shall not be held responsible for all or any actions that may subsequently result in any loss, damage and or liability on account of such change in the information on this Online Platform. HFCL reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on this Online Platform. We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. HFCL may also make additions/deletions/alterations to the services offered, at its sole discretion. HFCL reserves the right to withdraw the service at any time at its discretion. HFCL retains the right to change the terms and conditions for online payments, without any prior notice.

### **3. Intellectual Property Rights:**

- a. HFCL shall remain absolute owner of all intellectual property rights belonging to it and shall have the right to not return the application, the photographs, information and documents submitted by the User.
- b. No part or parts of HFCL's Online Platform may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without HFCL's prior written permission. You may view, print or use HFCL's content for personal, non-commercial use only, provided further that You do not modify the content and that You retain all copyright notices and other proprietary notices contained in the content. The trademarks, service marks, and logo ("Trade Marks") used and displayed in or through HFCL's Online Platform are registered or unregistered Trade Marks of HFCL/others (as applicable). Nothing in HFCL's Online Platform will be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Trade Marks displayed in or through HFCL's Online Platform, without HFCL's written permission.
- c. HFCL, or its licensors, own all right, title and interest, including, but not limited to all copyright, trademark, patent, trade secret or other proprietary rights (hereinafter IP Rights), in and to the Online Platform, Services. You shall not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use the Online Platform, Services or products or any of the IP Rights, or attempt to reverse engineer, decompile, disassemble, or derive the source code for the Online Platform, its products/services to create a competing product. Unauthorized use of HFCL as a word, trademark, symbol, device mark or word mark, is strictly prohibited. All rights are expressly reserved by HFCL to use the brand in all its forms and variations.

### **4. Limitation Of Liability:**

HFCL has made this Service available to the User as a matter of convenience. HFCL expressly disclaims any claim or liability arising out of the provision of this Service or Online Platform. The User agrees and acknowledges that he/she shall be solely responsible for his/ her conduct and that HFCL reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

HFCL and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non performance or interruption in any such data, information or message or (d) any third party including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or

subcontractor of any of the foregoing. Under no circumstances shall the HFCL and/or the Payment Gateway service providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services or Online Platform, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or Online Platform or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

HFCL and the Payment Gateway service provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

- a. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
- b. Any interruption, disruption, non-availability of Service due to technical fault/error, any failure in telecommunication or any other errors in the operation of the Payment Gateway.

HFCL, its group companies, its affiliates, and their directors and employees (Entities) accept no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary loss, damage or expenses) from use of the Services by any User or any linked site or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with the Online Platform, its Contents or associated Services, or due to any unavailability of the Online Platform or any part thereof or any contents or associated Services even if the Entities are advised of the possibility of such damages, losses or expenses.

.Notwithstanding anything to the contrary, in no event, shall HFCL or any of its directors, employees, agents and/or personnel, be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Terms and Conditions, the Online Platform or any reference products or Services; or (ii) Your use or inability to use the reference Online Platform, products or services or any reference site; or (iii) any other interactions with HFCL.

You acknowledge and agree that HFCL has offered its products and services, set its prices, and entered into these Terms and Conditions in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and HFCL, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and HFCL.

#### **5. Indemnity:**

The User hereby agrees and undertakes, at it's own cost and expense to indemnify, keep indemnified, defend and hold harmless HFCL (including it's directors, officials, employees, representatives, agents and assigns) and Payment Gateway Service Providers at all times from and against any and all losses, actions, claims, demands, proceedings, losses, damages, prejudice, damages, liabilities, including statutory liabilities, third party claims, judgments, demands, awards, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs, charges and expenses whatsoever which HFCL may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (i) providing any of the services hereunder or due to any negligence/mistake/misconduct on User's part or (ii) breach or non-compliance of any of the Terms and Conditions relating to any of the products/services or (iii) any breach of the representations, warranties, and covenants made by the User. The User agree and undertakes to fully indemnify HFCL, its employees and agents or Payment Gateway Service Providers, and to hold each of the aforementioned parties harmless, from and against all liabilities (including settlement sums), losses, charges and expenses (including legal fees and disbursements), claims, demands, actions and proceedings which HFCL, its employees and agents may incur, suffer or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of HFCL's products/services, and will pay such monies to HFCL upon its demand.

#### **6. Governing Law and Jurisdiction:**

All claims, matters and disputes are subject to the sole and exclusive jurisdiction of the competent courts in New Delhi only. The laws of the Republic of India and no other nation shall govern these Terms and Conditions and/or the operations in the accounts of the User maintained by HFCL and/or the use of the services provided by HFCL. HFCL accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

HFCL will not be responsible or liable for any violation by You of any applicable law, regulation, or guideline. You hereby declare that Your name does not, at any time, appear in the consolidated list of terrorist individuals/organizations



or on any such list of persons engaging in unlawful activities as circulated by the RBI or any government department or agency from time to time.

The User agrees that all claims, disputes or differences arising out of or in connection with these Terms and Conditions or the use of the Online Platform or other related Services, whether during or after the termination of these Terms and Conditions, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any subsequent statutory amendment, if any, by a sole Arbitrator appointed mutually by HFCL and User. The venue and seat of arbitration shall be at New Delhi, India and the arbitration proceedings shall be conducted in the English language. The award granted shall be final and binding on the parties. Pending the interim award, the User shall be liable to perform his/her obligations under these terms and conditions, including the payment of installments and other outstanding. This clause shall survive termination of the Terms and Conditions. The existence of any dispute shall not by itself constitute a claim against HFCL.

**7. Assignment:**

These Terms and Conditions and any rights granted hereunder, may not be transferred or assigned by You without HFCL's prior written consent which may be withheld in HFCL's sole discretion, but these Terms and Conditions and any rights granted hereunder, may be assigned by HFCL without any restriction.

HFCL's privacy policy applies to use of the Online Platform, and its terms are made a part of these Terms and Conditions by this reference. Additionally, by using the Online Platform, You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information You send to the Online Platform may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, debit card information) is encrypted.

**8. Cookies:**

Like most interactive web sites the Platform use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of the Website/App to enable the functionality of this area and ease of use for those people visiting.

**9. Grievance Redressal Mechanism:**

If You have grievance with respect to use of the Online Platform or online payment, please write to Us at For retail : [Customer.care@herofincorp.com](mailto:Customer.care@herofincorp.com) & for corporate : [Corporate.care@herofincorp.com](mailto:Corporate.care@herofincorp.com) HFCL has a structured grievance redressal mechanism in practice where all grievances will be attended as per a defined time schedule as mentioned in grievance redressal policy available at [https://hfcl-website-cms.s3.ap-south-1.amazonaws.com/Grievance\\_Redressal\\_Policy\\_English\\_b189e44937.pdf](https://hfcl-website-cms.s3.ap-south-1.amazonaws.com/Grievance_Redressal_Policy_English_b189e44937.pdf)

**10. Consent from Electronic Communication and transaction:**

- a) The User gives his/her consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by the User when the HFCL sends an electronic communication to the User's e-mail address/mobile number as per our records, or when the HFCL posts an electronic communication on the Online Platform.
- b) The HFCL may send any communications/letters etc. through courier/registered post/messenger/email/SMS/in app notifications or through any other mode at its discretion and the HFCL shall not be liable for any delay arising there from or for any errors or issues in the address/mobile number as provided by the User. The same shall be the sole responsibility of the User.

**D. DISCLAIMER**

The Service is provided in order to facilitate access to view and pay online. HFCL or the Payment Gateway service provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Online Platform for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid Online Platform and online payment Service is entirely at own risk and responsibility of the User.



#### **E. DECLARATION**

THE ONLINE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM , (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM , (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM .. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WE RELY COMPLETELY ON THE INFORMATION PROVIDED BY YOU AND WE SHALL NOT BE HELD LIABLE IF YOU OR ANYONE WHO USES YOUR ACCOUNT OR THE SERVICES, IS NOT AN ELIGIBLE USER.