Terms & Conditions

Effective Date: 1st September 2026

Please read these Terms and Conditions ("Terms" or "Terms and Conditions or "Terms of Use") carefully before applying for the financial facility provided by Hero FinCorp Limited, ("**HFCL/company**").

The Hero FinCorp Limited's webpage ("**App/ Platform**") provides an enquiry form through which prospective customers may submit their details to express interest in availing Loan Against Property ("LAP") from HFCL. Upon submission of the enquiry form, HFCL or its authorized sales executives may contact the customer to discuss the loan product, assess requirements, and assist with the application process. These activities are collectively referred to as the"Service" or "Services". Any use of "us", "we", or "our" refers to HFCL, while "you" and "your" refer to the user of the Services.

This is a legally binding agreement between the HFCL and User which terms shall mean any natural or legal person who uses the App/Platform, establishing the terms and conditions under which the Services may be used. In the event of any conflict between the terms and conditions of specific products and services and this disclaimer, the conditions specific to such products and services shall prevail. Users are requested to read these terms before registering, accessing, browsing, downloading or using anything from the App/ Platform. However, HFCL shall have sole discretion to reject or accept the loan application of the User at any stage as it may deem proper.

Your access to and use of the Services 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 Services.

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

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1. Loan Enquiries

We provide an interface through our Services to enable you to submit enquiries and requests for loans for yourself ("Loan Enquiries"). If you wish to place a Loan Enquiries through our Services, you may be asked to supply certain information relevant to these Loan Enquiries for personal and demographic information, financial information, digital interactions and other documents for raising enquiry in respect of LAP. Such information collected for the Loan Enquiries will be treated as per the Terms herein.

You acknowledge and agree that the evaluation, approval, sanction, and disbursement of any loan is solely at the discretion of HFCL and subject to its internal policies, eligibility criteria, and applicable laws. Submission of a Loan Enquiry through our Services does not guarantee loan approval.

You further agree that, if your loan application is approved by HFCL, you shall comply with and be bound by the terms and conditions contained in the applicable loan agreement and any other documents executed between you and HFCL.

2. Security And Related Terms

I. Requirement of Security

The User acknowledges and agrees that, subject to applicable law and the credit assessment undertaken by the Company, the Company may require the User and/or any third-party security provider to create and maintain security in favour of the Company as a condition for availing any loan, credit facility, financial product, or related services offered by the Company.

Such security may include, without limitation, a mortgage over immovable property, charge, pledge, hypothecation, lien, assignment, guarantee, or any other security interest permissible under applicable law.

II. Disclosure and Consent

Prior to the creation of any security interest, the Company shall provide the User with material information relating to the nature of the security, the obligations proposed to be secured, applicable charges and expenses and the consequences of default, as required under applicable law.

The User's execution of security documents, submission of property-related documents, provision of consent through electronic or physical means, or acceptance of the relevant terms shall constitute informed consent to the creation, perfection, maintenance and enforcement of such security.

III. Representations and Warranties

The User represents and warrants that:

(a) any asset or property offered as security is legally and beneficially owned by the User or the relevant security provider;

(b) the User or security provider has full authority and capacity to create the proposed security interest;

(c) the property is free from any undisclosed encumbrance, lien, charge, mortgage, attachment, acquisition proceeding, or third-party claim;

(d) all documents, information, declarations, approvals and records provided in relation to the security are true, accurate, complete and not misleading; and

(e) creation of the security does not violate any applicable law, contract, court order, decree, or other legal obligation binding upon the User or security provider.

IV. Mortgage of Immovable Property

Where immovable property is offered as security, the User shall, or shall procure that the relevant security provider shall:

(a) create and maintain a valid, binding and enforceable mortgage in favour of the Company;

(b) provide all title deeds, title records, approvals, permissions and other documents required by the Company for legal, technical and regulatory due diligence;

(c) execute and register all mortgage and ancillary documents required under applicable law;

(d) provide such declarations, confirmations, undertakings, consents and authorisations as may reasonably be required by the Company; and

(e) ensure that the mortgage remains valid and enforceable until all secured obligations are fully discharged.

V. Creation and Perfection of Security

The User shall execute, deliver, register, file and perfect all documents necessary to create, maintain, protect, preserve and enforce the Company's security interest.

The User shall bear all applicable stamp duty, registration fees, taxes, governmental charges, valuation fees, legal costs, documentation costs, insurance costs and other expenses associated with the creation, perfection, maintenance, enforcement, modification, or release of the security, to the extent permissible under applicable law and disclosed in the relevant financing documents.

VI. CERSAI Registration and Security Interest Reporting

The User acknowledges and agrees that:

(a) the Company may register, modify, renew, update, or satisfy details of any security interest created in its favour with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") and/or any other statutory registry, authority, repository, information utility, or governmental body, as required or permitted under applicable law;

(b) the Company may obtain, access, verify and update information relating to the secured asset and associated encumbrances through CERSAI and other legally permissible sources;

(c) the User shall provide all documents, declarations, authorisations, information and assistance reasonably required for creation, perfection, modification, maintenance, satisfaction, discharge, renewal, or updation of any registration relating to the security interest; and

(d) upon discharge of the secured obligations, the Company may undertake such actions as may be required under applicable law for recording satisfaction, modification, release, or discharge of the security interest.

VII. Maintenance of Secured Property

The User shall:

(a) maintain the secured property in good condition and repair;

(b) not commit or permit any act which materially diminishes the value of the secured property;

(c) comply with all applicable laws, approvals, permits and municipal requirements relating to the secured property;

(d) maintain insurance coverage over the secured property where required by the Company; and

(e) timely pay all taxes, duties, rates, assessments, maintenance charges, utility charges, society dues and other outgoings relating to the secured property.

VIII. Restriction on Dealings with Secured Property

Without the prior written consent of the Company, the User shall not:

(a) sell, transfer, assign, gift, exchange, lease, licence, or otherwise dispose of the secured property;

(b) create any additional mortgage, charge, lien, tenancy right, security interest, or encumbrance over the secured property;

(c) part with possession of the secured property; or

(d) undertake any action that adversely affects the Company's rights in relation to the secured property.

IX. Information and Notification Obligations

The User shall promptly notify the Company of:

(a) any litigation, insolvency proceeding, dispute, attachment, acquisition proceeding, regulatory action, or governmental action affecting the secured property;

(b) any material damage, destruction, or loss relating to the secured property;

(c) any change in ownership, title, possession, occupation, or use of the secured property;

(d) any encumbrance or third-party claim affecting the secured property; and

(e) any event that may adversely affect the value, enforceability, marketability, or title of the secured property.

X. Inspection, Verification and Valuation Rights

The Company and its authorised representatives may, upon reasonable notice and subject to applicable law:

(a) inspect, verify, photograph, geo-tag, assess, audit, value, revalue, or otherwise examine the secured property;

(b) conduct legal due diligence, title verification, technical assessment, valuation, revaluation, site inspection, or other checks through empanelled advocates, valuers, engineers, consultants, service providers, or agencies; and

(c) review and verify title records and other documents relating to the secured property for underwriting, risk management, monitoring, compliance, recovery, enforcement, audit, or regulatory purposes.

The User shall provide all information, documentation, access and cooperation reasonably required for such activities.

XI. Additional or Substitute Security

Where:

(a) the value of the secured property materially declines;

(b) the security becomes impaired, disputed, defective, or unenforceable;

(c) any defect in title or ownership is discovered; or

(d) the Company reasonably determines that the security has become insufficient,

the Company may require the User to provide additional collateral, substitute security, guarantees, or other credit support acceptable to the Company.

XII. Data Privacy and Information Sharing

The User acknowledges and agrees that the Company may collect, process, store, use, verify and share information relating to the security and secured assets, including title documents, property records, valuation reports, KYC information, inspection records, photographs and other related information, for underwriting, risk assessment, security creation, loan servicing, compliance, fraud prevention, enforcement, recovery, audit, regulatory reporting, securitisation, assignment, participation, co-lending and other lawful business purposes.

Such information may be shared with CERSAI, regulators, statutory authorities, information utilities, credit information companies, service providers, trustees, insurers, valuers, legal advisors, auditors, assignees, transferees, co-lenders and employees or teams of HFCL.

XIII. Continuing Security

All security created in favour of the Company shall constitute continuing security and shall remain valid, binding and enforceable until all obligations, liabilities, costs, expenses, interest, charges and amounts payable by the User to the Company have been fully discharged to the satisfaction of the Company.

XIV. Assignment and Transfer of Rights

The User acknowledges and agrees that the Company may, subject to applicable law, assign, transfer, novate, participate, securitise, sell, or otherwise deal with any loan, receivable, financing arrangement, or related security interest in favour of any bank, financial institution, NBFC, asset reconstruction company, trustee, investor, assignee, transferee, participant, security trustee, or any other person.

The User hereby consents to such assignment, transfer, participation, securitisation, novation, or related transaction and agrees that the security created pursuant to this Agreement shall continue to secure the relevant obligations notwithstanding such transaction. Only necessary personal data will be shared with prospective or actual assignees, through secure channels and subject to confidentiality requirements.

XV. Enforcement of Security and SARFAESI

The User acknowledges and agrees that where any mortgage or security interest is created in favour of the Company and the Company is entitled to exercise rights under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act"), the Company may, upon occurrence of an event of default and subject to applicable law, enforce such security in accordance with the SARFAESI Act, the Security Interest (Enforcement) Rules, 2002 and other applicable laws.

Such enforcement may include:

(a) issuance of statutory notices;

(b) taking symbolic or physical possession of secured assets;

(c) appointment of authorised officers, receivers, managers, or other persons permitted by law;

(d) management, transfer, assignment, auction, sale, or realisation of secured assets; and

(e) exercise of any other rights and remedies available under applicable law.

The rights available to the Company under the SARFAESI Act or any other applicable law shall be cumulative and in addition to all other contractual, statutory, or equitable remedies available to the Company.

XVI. Fair Recovery Practices

The Company shall undertake recovery and enforcement activities in accordance with applicable law, its Fair Practices Code, Recovery Policy and other applicable internal policies and shall not engage in unlawful harassment, coercion, intimidation, or unfair practices.

Nothing contained herein shall restrict the Company's right to take lawful action for recovery of amounts due and payable by the User.

XVII. Release of Security

Upon full repayment and discharge of all secured obligations and completion of the Company's internal verification and closure procedures, the Company shall take appropriate steps to release, reconvey, satisfy, or discharge the relevant security interest and return the original title documents and other security-related documents, subject to applicable law and internal processes.

XVIII. Regulatory Compliance

The Company shall, in relation to security creation, loan servicing, recovery, enforcement, customer communications, disclosures and customer protection measures, act in accordance with applicable laws and regulatory requirements, including directions, notifications, guidelines and circulars issued by the Reserve Bank of India and other competent authorities from time to time.

In the event of any conflict between these Terms and any mandatory provision of applicable law, such applicable law shall prevail to the extent of the conflict.

3. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the App / Platform ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions. Submissions do not include personal data, loan or financial information, property-related documents, complaints, or information that HFCL is required to keep confidential. Any personal data incidentally included in a Submission shall be processed in accordance with applicable law and HFCL's Privacy Policy and shall not become HFCL's property.

4. Links to Other Websites

Our Services may contain links to third-party web sites or services that are not owned or controlled by us. Such third party web sites or services may contain articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-party Content"). Such third-party websites or services are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by HFCL and HFCL are not responsible for any Third-Party Websites accessed through the App/ Platform or any Third-Party Content posted on, available through, or installed from the App/ Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-party Content does not imply approval or endorsement thereof by us. If you decide to leave the App/ Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website or App/ Platform to which you navigate from the App/ Platform or relating to any applications you use or install from the App/Platform. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Please note that we have no control over and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such websites or services.

5. User Consent

By using this App/ Platform, you hereby agree and give explicit consent for the following:

I. Collection and use of the User’s information which is disclosed to HFCL only for the purposes mentioned herein,

II. For storing and processing User’s information including the personal information.

III. For disclosing User's information, without prior notice, if HFCL is under a duty to do so in order to comply with any legal obligation or an order from the government and/or Reserve Bank of India and/or any other statutory authority.

IV. HFCL, its group companies or any third parties as authorized by HFCL may make all/any credit investigations as HFCL deem appropriate to evaluate and satisfy itself about any information provided by the User or available with HFCL.

V. Using your Information such as name, email address, phone number, any other contact details, government or other identity documents, date of birth, gender, employment, educational background etc.

VI. We may collect and process financial and transactional information that you provide directly or that is obtained from authorized third-party sources for the purpose of evaluating, processing, and servicing your loan application, conducting required verification checks, preventing fraud, and complying with applicable laws and regulations.

VII. For one-time access to your mobile's camera, microphone, and location solely for the purpose of on-boarding/ KYC requirements only. X. Authorize us to access/obtain yours and your co-applicant's credit information from various credit information companies, and to collect, access, and verify information relating to you and your co-applicant from third-party verification service providers, credit bureaus, and publicly available sources, subject to applicable laws. In some circumstances, where lawful, this information may include your government issued identification number.

VIII. This includes, without limitation, the receipt and exchange of account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment and personal reporting agencies.

IX. For using information for developing credit risk models and for performing risk assessment; for detecting and preventing fraud; for developing and testing new products and features; verifying information that I have provided; diagnosing or fixing technology problems; conducting statistical and market analysis; satisfying any other legitimate business purposes, including handling any complaints and retaining information as necessary to meet our obligations under applicable laws and regulations; to get in touch with me when necessary and contact you by email, SMS, letter, telephone or in any other way about products and services; for finding adequate references for your loan application; for giving customized offers as per your location; for carrying out, monitoring and analyzing business, carrying out market research, business, and statistical analysis and also direct our efforts for product improvement; for maintaining records under applicable law; delivering the information and support I request, including technical notices, security alerts, and support and administrative messages; for enforcing the terms of your General Terms or other applicable agreements or policies; for verifying my identity (e.g., some of the government-issued identification numbers we collect are used for this purpose); for investigating, detecting, and preventing fraud, security breaches, and other potentially prohibited or illegal activities; for complying with any applicable law, regulation, legal process, or governmental request;

X. The user hereby authorizes HFCL of obtaining Aadhaar Number, Name, Photograph and biometrics for authentication with Unique Identification Authority of India.

6. Use of Information and Materials

The Content (material, information, data, news items, etc.) contained on the App / Platform is provided for general information only and should not be used as a basis for making business/commercial decisions. User is advised to exercise due caution and/or seek independent advice before entering into any arrangement or financial obligation based on the Content contained on this App / Platform. The Content contained in this App / Platform, including text, graphics, links or other terms are provided on an "as is", "as available" basis and are protected by copyright in favour of HFCL.

User should not distribute text or graphics to others without the express written consent of the HFCL. User should not copy, download, publish, distribute or reproduce any of the Content contained on the App/Platform in any form without prior permission of HFCL. Use of the products or services described at the App/Platform may not be permitted in some countries and if in doubt, User should check either with the local regulator or authority or with HFCL before requesting further information on such products/ services. Products and services are available only at the discretion of HFCL, subject to the individual contractual terms and conditions of products and services on which they are offered and such products and services may be withdrawn or amended at any time without notice.

7. Prohibited Conduct

By using our App / Platform, you agree that you shall not

a. Use our App / 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 App/Platform or features that enforce limitations on the use of App / 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, pedophilic, 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 App/Platform in any manner that could damage, disable, overburden, or impair, including, without limitation, using Site in an automated manner;

l. Modify, adapt, translate or create derivative works based upon Site or any part thereof;

m. Intentionally interfere with or damage operation of Site or any other user's use of App/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 Site or networks connected therewith;

p. Take any action that imposes an unreasonably or disproportionately large load on App/Platform;

q. Use any device, software or routine to bypass Site robot exclusion headers, or interfere or attempt to interfere, with the App/Platform;

r. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the App/Platform or to manipulate your presence on App/Platform;

s. Use the facilities and capabilities of App/Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;

t. Breach these Terms or any other policies which we have;

u. Provide false, inaccurate or misleading information to App/Platform; and

v. Use App/Platform to collect or obtain personal information, including without limitation, personal information about other users of our App/Platform.

8. Obligation of Users

When using the App / Platform, the Users must not interfere with the App's/Platform's security, integrity and operation in general, must not use the App/Platform for the transfer of damaging files or attempt to enter non-public sections of the App / Platform or access restricted information featured on the App/ Platform where the Users do not meet the criteria for accessing this information. The User is further required to observe the Operator's copyrights of this App/Platform and, furthermore, to observe the third parties' rights to material and text posted by the Operator on the App/Platform (including, but not limited to, trademarks, logos etc.) but owned by third parties and which is under the protection of appropriate laws on the protection of intellectual property rights. Further, while submitting any details to the App/Platform for the purpose of availing any services, the Users shall ensure and confirm that the same is true and correct.

9. Availability of Service

These Services are only intended for use by residents of India. We make no warranty or representation that any service we provide is available or otherwise appropriate for use outside India. If you choose to use the Services from locations outside India, you do so at your sole risk and you are responsible for compliance with all applicable local laws.

1. a breach of these Terms;
2. unauthorised use of the Services; or
3. misconduct including, without limitation, conduct having an adverse impact on the reputation of HFCL.

If we disable your account for a violation of our Terms, you will not create another account without our permission.

10. Devices and Software

You must provide certain devices, software, and data connections to use our Services, which we do not supply. You agree that we will not be liable to you for the unavailability of such devices, software or data connections resulting in your failure to use our Services. For as long as you use our Services, you provide consent for downloading and installing updates to our Services, including automatic updates.

11. Fees and Taxes

You are responsible for all carrier data plans and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We reserve the right to refuse or cancel your requests/enquiries to access the Services at our sole discretion. We do not provide refunds for our Services, except as required by law.

12. Intellectual Property Rights

These Terms only govern your use of the Services and you are not granted a license to any software or any other intellectual property used for the provision of the Services. It is clarified that all intellectual property and other rights in any information or material accessible at or available from the Services, including any text, graphics, data and screen layouts and software relating to the Services belong to us (or to the third party which owns the rights to such content). We are also not bound by any agreement with any of our users for ensuring security of their intellectual property appearing on the App/Platform. You hereby agree and undertake to be solely responsible in the event of any claim/s or dispute/s that may arise in this regard. You do not have the right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You shall not copy and use the software, text, images, graphics, video and audio used on this Site ("Content"). You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the services. You will not copy or transmit any of the services. We neither represent nor warrant that your use of materials displayed at the Site will not infringe rights of third parties.

13. Privacy Policy and User Data

We care about your privacy and your privacy is sacrosanct to us. Our Privacy Policy describes our information practices, the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to our servers located in India, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country from which your information is provided or transmitted may be different from those of India. Despite our compliances, breaches of security and confidentiality could occur. Subject to applicable laws you acknowledge that we will not be liable for any loss suffered by you as a result of any breaches in security. Please find Data Privacy Policy Link: https://www.herofincorp.com/data-privacy-policy

14. Legal and Acceptable Use

You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services 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, autodialling, and the like;

g. Involve any non-personal use of our Services unless otherwise authorized by us; or

h. violates any law for the time being in force. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means:

i. Reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services;

j. Send, store, or transmit viruses or other harmful computer code through or onto our Services;

k. Gain or attempt to gain unauthorized access to our Services or systems;

l. Interfere with or disrupt the integrity or performance of our Services;

m. Create accounts for our Services through unauthorized or automated means;

n. Collect the information of or about our users in any impermissible or unauthorized manner;

o. Sell, resell, rent, or charge for our Services; or

p. Distribute or make our Services available over a network where they could be used by multiple devices at the same time;

q. Keeping Your Account Secure.

You are responsible for keeping your device safe and secure, and you must notify us promptly of any knowledge unauthorized use or security breach of your account or our Services.

15. Indemnification

You agree to defend, indemnify, and hold HFCL harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Use of the App/Platform;
2. Breach of these Terms;
3. Any breach of your representations and warranties set forth in these Terms;
4. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
5. Any overt harmful act toward any other user of the App/Platform with whom you connected via the App/Platform.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

16. Cookies

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

17. No Representation or Warranty

No information sent to any client through this web site or available on this web site shall constitute any representation or warranty by Hero FinCorp Limited, or its subsidiaries or affiliates regarding the credit-worthiness, financial performance or prospects, solvency, or viability of any company or other legal entity or the business carried on by such entity.

This App/ Platform may contain advice/opinions and statements of various professionals/ experts/ analysts, etc. Hero FinCorp Limited does not represent/endorse the accuracy, reliability of any of the opinions/ statements/ information by such person. Reliance on these statements shall be at the risk of the user of the web site/App/Platform. It is the responsibility of the user of the App/Platform to independently verify and evaluate the accuracy, completeness, reliability and usefulness of any opinions, services or other information provided on this web site/App/ Platform. All information in this App/Platform is being provided under the condition and understanding that the same is not being interpreted or relied on as legal, accounting, tax, financial, investment or other professional advice, or as advice on specific facts or matters.

HFCL may at any time (without being obliged to do so) update, edit, alter and or remove any information in whole or in part that may be available on the App/Platform and shall not be held responsible for all or any actions that may subsequently result in any loss, damage and or liability. Nothing contained herein is to be construed as a recommendation to use any product or process, and HFCL makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. The user is expected to keep abreast of any changes made in this App/Platform and the information available on it on a regular basis, and HFCL undertakes no responsibility about advising the users about any such changes.

18. User Data

We may collect and maintain the information submitted by you through this App/ Platform for the purpose of processing your loan enquiry, contacting you regarding our products and services, conducting preliminary eligibility assessments, and complying with applicable legal and regulatory requirements. You agree that the information provided by you is true, accurate, and complete to the best of your knowledge. We will process and safeguard such information in accordance with our Privacy Policy and applicable laws.

19. Amendments

HFCL reserves the right to change the information provided on or via this App/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 this App/Platform from time to time. It is recommended that you review the information provided on or via this App/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 App/Platform.

20. Electronic Communications, Transactions and Signatures

Visiting the App/Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the App/Platform, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APP/PLATFORM.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

21. Governing Law and Jurisdiction

Any dispute arising in course of your use of the Services or in relation to these Terms and Conditions shall be governed and interpreted in accordance with the laws of the India and you consent to the exclusive jurisdiction of the courts of Delhi, India. Notwithstanding the aforesaid, the User acknowledges and agrees that HFCL may, however, in its absolute discretion commence any legal action or proceedings against the User in a court, tribunal or any other appropriate forum situated in any part of India.

22. Dispute Resolution

The User agrees that all claims, disputes or differences arising out of or in connection with these Terms and Conditions 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 by HFCL. 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.

23. Disclaimer

THE APP/ 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 APP/PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APP'S/PLATFORM CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE APP/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 APP/PLATFORM,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP/PLATFORM,
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE APP/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 YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP/PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP/PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING,
7. AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. 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 WHEREVER APPROPRIATE.

24. Limitation of Liability

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 this App/Platform 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 this App/Platform, its Contents or associated services, or due to any unavailability of the App/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.

25. Severability

If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under any present or future applicable laws:

1. Such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and
2. The remaining provisions of the Terms and Conditions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

26. User Acceptance

The User acknowledges that he/she has read and fully understood all the terms and conditions and hereby agrees, accepts and undertakes to abide by the same.

27. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:

If you have any questions about these Terms and Conditions, please contact us at:
Address:
Hero Fincorp Ltd.,
A-44, Mohan Co-Operative Industrial Estate,
Mathura Road, New Delhi – 110044
Toll Free Number : 1800-103-5271
Email: Corporate.Care@HeroFinCorp.com

28. Grievance Redressal Mechanism

The User may raise complaints, requests, queries, or grievances relating to security creation, mortgage documentation, valuation, enforcement actions, recovery proceedings, release of security, or any related matter through the grievance redressal mechanisms notified by the Company from time to time.

If You have any grievance with respect to use of the App/Platform or otherwise, please write to Us at nodal.officer@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 Grievance Redressal Policy.

29. Related Policies

Users are encouraged to review the Fair Practices Code, Privacy Policy, Grievance Redressal Policy, Recovery Policy, Auction Policy (where applicable), Key Fact Statement (KFS) and

Consent Framework available on the Platform, which contain important information relating to customer rights, disclosures, security creation, data processing, recovery practices, complaint handling and lending-related obligations.

This version removes the earlier overlap on privacy, recovery, consent and policy incorporation while retaining all key protections and lender rights typically expected for a secured lending NBFC, including mortgage, CERSAI, assignment/securitisation, SARFAESI, valuation, title due diligence and RBI compliance references.