

## Terms and Conditions

### About Us:

Welcome to [www.fixerra.in](http://www.fixerra.in) (“**Website**”) or the Fixerra mobile application (“**Application**”) (Website and Application to be collectively referred to as the “**Platform**”) are owned and operated by Fixerra Private Limited (“**Fixerra**”). Fixerra is a company incorporated and registered under the laws of India with its registered office at B-61, 6th Floor, Yashodhan BOI CHS Ltd, S.V. Road, Opp. Fire Station, Irla Bridge, Andheri – West, Mumbai, Maharashtra - 400058. Fixerra is committed to operating its Website and Application with the highest ethical standards and appropriate internal controls.

Before You may use this Platform, You must read all the Terms & Conditions (“**T&C**”) as provided herein below along with the Privacy Policy and other Legal Policies, if any, provided on the Platform. The T&Cs are effective upon acceptance. By availing any services on the Platform “**Services**” You understand and agree that Fixerra will treat Your use of the Services as acceptance of the T&C provided herein. Fixerra reserves the unilateral right at its sole discretion, to modify the T&C at any time without prior notice. If You continue using this Platform or its Services after changes are made, it means You accept the modified or revised T&C. If You don't agree with the T&C or any subsequent changes made, Your only option is to stop using the Platform and its Services on an immediate basis. For certain services, Fixerra may ask You to agree to additional terms. The services offered by Fixerra on this Platform are intended solely for use by citizens of India. It's advised that You revisit this page from time to time to stay updated with the latest T&C in effect.

If You are accessing the platform via our channel partners, please read the [Partner Risk Disclosure document](#).

### 1. DEFINITIONS

- 1.1. Account means a unique account of an individual or an entity established to enable Your access to various sections and pages of the Fixerra Platform.
- 1.2. Business Partners shall mean banks, Non-Banking Financial Companies (NBFCs), and other organizations with which Fixerra collaborates or forms strategic relationships to conduct business activities, exchange services, or pursue mutual goals.
- 1.3. “Our”, “Us”, “We”, “Ourselves” means Fixerra.
- 1.4. "Services" refers to the provision of financial transaction execution services facilitated through Fixerra’s partnership with banks and Non-Banking Financial Companies (NBFCs), enabling its users to access Fixerra’s products through the Platform.
- 1.5. "You", "Yours", "Yourself", and "User" means any prospective user or registered user of Fixerra.

## 2. PROTECTED RIGHTS

- 2.1. You recognize and agree that Fixerra possesses all rights, title, and interest in the Services, encompassing any intellectual property rights that exist in the Services (regardless of its registration). You also understand that the Services might include information labeled as confidential by Fixerra, and You will not reveal such information without Fixerra's prior written approval.
- 2.2. Fixerra provides you with a restricted license to access and personally utilize the Platform and its Services. This license doesn't allow you to download, duplicate, generate derivative works, modify, reverse engineer, or seek to identify any source code, nor to sell, allocate, sub-license, pledge as security, or transfer any rights in the Services. You are not permitted to employ any of Fixerra's trade names, trademarks, service marks, logos, domain names, or other unique brand elements. You can't alter or erase any proprietary rights notices (like trademark and copyright indicators) attached to or within the Services. Replicating or transmitting any part of the Services is prohibited.
- 2.3. You acknowledge that in the course of Your relationship with Fixerra and in using the Services, You may obtain information relating to the Services and/or Fixerra (hereinafter "**Proprietary Information**"). Such Proprietary Information shall belong solely to Fixerra and includes, but is not limited to, the features and mode of operation of the Services, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents, and other technical, business, product, plans and data.

## 3. USAGE OF PLATFORM

- 3.1. The Platform is designed for individual and business use as may be permitted by Fixerra. You agree that You may only possess one account unless otherwise permitted by Fixerra in writing. If You wish to become a member of the Platform, You should be at least 18 years old and legally qualified to form binding agreements under applicable laws.
- 3.2. Your use of the Platform shall not violate any applicable law or regulation.
- 3.3. You commit to providing accurate, current, and complete information about Yourself when asked by the Platform. If any information You provide is, or later becomes, false, outdated, or incomplete, or if Fixerra has valid reasons to suspect its validity, Fixerra reserves the right to suspend or terminate Your account. Moreover, Fixerra may deny You any current or future access to the Platform or its related Services.

Any changes to Your account details should be promptly updated on the Platform. You are entrusted with the responsibility of safeguarding and maintaining the confidentiality of Your password, login details, and account details. All activities on the Platform using Your credentials will be attributed to You, whether You authorized such actions or not. Fixerra shall not be liable for any loss or damage arising from Your failure to comply with the aforementioned provision.

- 3.4. You hereby agree to promptly inform Fixerra of any instance of unauthorized access to Your passcode or account and/or any other security breach. Additionally, You undertake to request Fixerra to promptly suspend Your account and alter the passcode associated with it, in the event of loss or theft of Your device.
- 3.5. You are strictly prohibited from engaging in activities such as decompiling, reverse engineering, or disassembling the content associated with Fixerra and/or the Platform, including but not limited to our copyrights, trademarks, trade secrets, designs, patents, or other proprietary notices.
- 3.6. Furthermore, You agree not to access or utilize the Platform in any manner that: (i) may jeopardize the operational integrity of the Platform or its content; (ii) may contravene applicable laws; (iii) may pose harm to the Platform or any other user; (iv) may impede other users' ability to enjoy the Platform; or (v) may be intended to defraud other users, the Platform, or affiliates of Fixerra.
- 3.7. You are prohibited from uploading, distributing, transmitting, or making available any software or computer files that may contain viruses, harmful components, malicious content, or any other elements that could impair or damage the Platform, its connected networks, or interfere with the usage or enjoyment of the Platform by any user or entity.
- 3.8. Your utilization of the Platform signifies Your consent to automatically receive updates, including bug fixes, patches, enhanced functionalities, missing plug-ins, and new versions (collectively referred to as "Updates"). Please be aware that Your ongoing use of the Platform after receiving such Updates will be considered as Your acknowledgment and acceptance of the same.

#### **4. PRIVACY POLICY**

By using the Platform, You hereby consent to the use of Your information as We have outlined in our Privacy Policy.

#### **5. LIMITATION OF LIABILITY**

- 5.1. Fixerra (inclusive of its officers, directors, employees, affiliates, and representatives) will not be held accountable for:
  - 5.1.1. any injury, death, claim, natural disaster, accident, or any direct, indirect, special, consequential, or other damages (like lost profits), irrespective of how they come about, connected to (i) any inability to use, or delay in using, any part

of the Platform, (ii) the use of the Platform or its content, (iii) our performance or lack thereof, even if informed of the possibility of such damages.

5.1.2. Additionally, any potential harm to or viruses that might affect Your computer due to accessing the Platform or downloading content from it. While the Platform might link to third-party sites, Fixerra does not oversee these sites and is not liable for their content, products, or any harm resulting from their use. Any dealings with such third-party sites should consider their terms, conditions, and privacy policies.

5.2. Your sole and exclusive remedy for any dispute with us is the cancellation of Your registration and deletion of Your data (to the extent available with Fixerra and statutorily permissible).

## **6. INDEMNITY**

6.1. You agree to indemnify, defend, and hold harmless Fixerra (and its directors, officers, and employees) unharmed from any claims or damages losses, liabilities, demands, costs, and expenses, including legal fees and disbursements, and interest, asserted against or incurred by the Fixerra arising from:

6.1.1. Your use of or access to the Platform;

6.1.2. Your breach or non-performance of representations, warranties, covenants, agreements, or obligations of these T&Cs;

6.1.3. Your violation of any third-party right, including any intellectual property right or privacy right;

6.1.4. You committing any of the prohibited activities as stated herein;

6.1.5. Your failure to comply with applicable law, including tax laws and cyber security laws; or

6.1.6. Any claim that Your use of the Platform has caused damage to a third party and/or another user.

6.2. You agree to not hold Fixerra responsible and/or liable for any issue or claim arising out of any dispute whatsoever between You and the payment gateway or Your bank while using the Services on the Platform.

## **7. WARRANTY LIMITATIONS**

7.1. All Services available on the Platform are offered "as is" without guarantees. Fixerra specifically renounces all warranties, both explicit and implicit, which include, but aren't limited to, implied warranties of suitability for a specific use, merchantability, and accuracy of information. Fixerra doesn't assure that: (a) the information will always be up-to-date, accurate, or applicable to Your needs; (b) the Platform will consistently be functional without issues; (c) outcomes from using the Platform will be reliable; or (d) the quality of Services obtained will meet Your expectations.

- 7.2. The general information regarding financial services on the Platform should not be construed as investment advice and/or recommendation. Fixerra neither promotes nor guarantees such financial services and/or third-party information accuracy.
- 7.3. Fixerra collaborates with third-party payment intermediaries and institutions certified by an appropriate regulator. The finalizing of transactions depends on the delivery of services or products with such Business Partners and additional terms set by/with such Business Partners.
- 7.4. Fixerra isn't responsible for any challenges or issues arising from payment methods due to:
- 7.4.1. Unauthorized transaction attempts,
  - 7.4.2. Unexpected complications during the transaction,
  - 7.4.3. Potential illicit payment methods, like credit card fraud,
  - 7.4.4. Any transaction denials for varied reasons.
- 7.5. You understand that a payment transaction is solely between You who uses the Services to make their payment to avail of the Services and the party who receives such payment and that Fixerra does not provide any warranties to You with respect to any service, goods, or delivery level commitment provided by the from the party who receives such payment. Fixerra cannot assure that its commercial partners are or will be complying with the T&C provided herein and that You assume all risk of harm or injury resulting from any such lack of compliance with such commercial partner. You should ensure that You have undertaken adequate due diligence before transferring payments.
- 7.6. Fixerra reserves the right to undertake additional verifications if concerns arise about a transaction's legitimacy.

## **8. WAIVER**

Any lapse by Fixerra in asserting its rights or provisions does not constitute a waiver of those rights. Exercising one right does not impede Fixerra from asserting other rights under these T&Cs or any legal rights.

## **9. FORCE MAJEURE**

Any disruptions on Fixerra's Platform or Services due to unforeseeable events beyond its control, like natural disasters, cyberattacks, wars, governmental regulations, etc., relieve Fixerra from its obligations for the duration of the disruption.

## **10. ADDITIONAL TERMS**

Your rights under these T&Cs are non-exclusive, revocable, and non-transferable. However, Fixerra can assign its obligations and rights without notifying you. Any inaction by Fixerra on breaches doesn't forgo future actions on similar breaches. Additional terms might apply to specific financial products on the Platform, and You shall abide by those. These T&C shall be governed by and constructed by the laws of India without reference to

conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, and applicable authorities at Mumbai. The victor in any legal action is entitled to recover all related costs.

## 11. GENERAL TERMS

- 11.1. Fixerra reserves the authority to modify the Platform, its policies, these T&Cs, and the Privacy Policy when needed, for reasons like legal compliance, error corrections, or changing services. Updates will be communicated on the Platform or other channels. If You continue using the services post updates, it implies acceptance. If You disagree, discontinue Your use.
- 11.2. You agree that You will not use the Platform for any purpose that is unlawful or prohibited by these T&C. You also agree You will not use the Platform in any manner that could damage, disable, or impair the Platform or interfere with any other party's use, legal rights, or enjoyment of the Platform.
- 11.3. You are 18 years of age or older, or if You are acting as guardian on behalf of a minor, You affirm that You have the necessary authority to register/sign up for the services on behalf of the minor.
- 11.4. You have read and understood the T&C published on the Platform of Fixerra. The information You provide when You register on the Platform is true and correct. If your information is not accessible online and You wish to change or delete Your personal information or other information that You may have provided, please contact us immediately at [support@fixerra.in](mailto:support@fixerra.in).
- 11.5. Fixerra reserves the right and may contact You by (i) telephone including interactive voice response; (ii) electronic mail ('e-mail'); (iii) Short Message Service ('SMS'); (iv) or any other form of electronic communication in connection with Your registration, marketing, and transactions. You can always opt to stop receiving any or all such communications by writing to [support@fixerra.in](mailto:support@fixerra.in).

*Fixerra reiterates and You expressly agree and acknowledge that any information contained on the Platform shall not be construed by You as investment advice and that all decisions regarding the use of Services shall be based on Your judgment arrived at after due consideration, further, You shall be solely responsible for any investment decision taken by You on the Services provided and availed by You on the Platform, Fixerra or its affiliate(s) shall not be liable for any loss or damage caused to You or other users of the Services or this Platform due to such investment decision, or any kind of reliance upon it.*

You have read and understood the T&C, if You have any questions, comments, or concerns regarding these terms or the Services, please contact us at [support@fixerra.in](mailto:support@fixerra.in).