

# TERMS AND CONDITIONS

*Governing Use of the Website*

<b>Entity:</b>	Sankalp Capital Private Limited
<b>Registered Office:</b>	112 Shakti Nagar, Kota 324 009
<b>Governing Law:</b>	Laws of India   Jurisdiction: Courts of Kota, Rajasthan
<b>Grievance E-mail:</b>	support@sankapcap.com

## Introduction

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SANKALP CAPITAL PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, having its registered office at 112 Shakti Nagar, Kota Rajasthan 324009 (hereinafter referred to as "Sankalp" or "Company" or "us" or "we") is a Non-Banking Financial Company registered with the Reserve Bank of India ("RBI") and is the licensed user of the mobile application UpCash ("App") and website [sankapcap.com](http://sankapcap.com) ("Website") (the App and Website are hereinafter together referred to as the "Platform").

As a user ("User" or "You") of the Platform, You understand that the Platform provides access between multiple Users in the form of consumers, data partners, and other borrowers, service providers, etc., with a view to facilitate lending and borrowing activities.

It is hereby clarified that the term "Users" shall mean any person using the Platform, i.e., consumers, regulated entities, data partners, and other partners. Your use of this Platform implies that You have read, understood, and agreed to abide by the terms and conditions ("Terms & Conditions") stated herein below.

These Terms & Conditions, read together with our Privacy Policy, govern your usage of the Platform and the terms for the usage of Services provided on the Platform ("Product"). If You disagree with any part of these Terms & Conditions, please do not use the Platform.

**Important:** Please read these Terms & Conditions carefully before accessing or using our Platform. By accessing or using any part of the Platform, You agree to be bound by these Terms & Conditions. If You do not agree to all the terms and conditions of this agreement, then You may not access the Platform and/or avail the Products through the Platform.

## 1. General

The App provides access to an online platform bringing together consumers, financial institutions, data partners, and other partners willing to abide by the Terms & Conditions herein. Sankalprovides various kinds of personal loan products as displayed on the Platform.

The Platform facilitates access between the Company on the one hand and persons in need of borrowing on the other hand. The final decision as regards lending and borrowing is subject to the discretion of the Company. In addition to the foregoing, the Company also provides certain other services with respect to data analytics subject to these Terms & Conditions.

In the event You wish to avail any of the Products displayed on the Platform, You will be required to provide certain information, and our representatives may contact You through phone or e-mail to understand Your requirements.

### **The Company provides the following services on the Platform ("Services"):**

- Facilitating purchase and sale of Products between the Company and the Users on the Platform.
- Provision of support to the Users in verifying the financial capabilities of Users.
- Performing spend analysis on the backend, which analyses Your income and expenses obtained by the Company by way of bank SMS scraping and through integration with service providers. This is not shared with You.
- In the event You have registered Your phone number on the 'Do Not Disturb' register with Your network provider, You shall ensure to take all steps to enable the Company's representatives to contact You via phone to provide details about different financial products.

All Services and Products availed by the User on the Platform shall also be governed by agreements entered into between the Company and User specific to the Services or Products. For the provision of the above-mentioned Services, the Company will be using and sharing the information of the User with multiple financial institutions and other parties, as may be required. The Company shall also run multiple credit checks to be able to get the best available offers to suit the needs of the Users. The collection, storing, use, and transfer of information shared by the User shall be governed in accordance with the Privacy Policy.

## 2. Eligibility

The User of this Platform unequivocally declares and agrees that the User is a natural/legal person who has attained the age of at least 20 years and is legally allowed to enter into a contract in India. The User is allowed to utilise the Services in accordance with the terms and conditions detailed herein.

Eligibility Criterion	Requirement
Minimum Age	At least 20 years of age at the time of registration.
Legal Capacity	Legally competent to enter into a contract in India.
Minimum Household Income	Annual household income must be more than ₹ 3,00,000 (Rupees Three Lakhs). 'Household' means an individual family unit comprising husband, wife, and their unmarried children above the age of 18 years.

**Note:** By registering on the Platform, the User hereby undertakes to agree to and abide by these Terms & Conditions. If the User violates any of these Terms & Conditions, the Company may terminate the User's membership, delete their profile, and/or prohibit the User from using or accessing the Platform at any time, at its sole discretion, with or without notice.

## 3. Acceptance of Terms and Conditions

As a User of this Platform, You have agreed to the Terms & Conditions provided hereunder or anywhere else on this Platform, including but not limited to disclaimers on this Platform. You are advised to read and understand the said Terms & Conditions. In case You do not wish to agree to these Terms & Conditions, please refrain from using the Platform.

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms & Conditions at any time without any prior written notice to the User. It is the User's responsibility to review these Terms & Conditions periodically for any updates/changes. The User's continued use of the Platform following the modification of these Terms & Conditions will imply acceptance of the revisions.

## 4. Your Account

If You wish to use the Platform, You are required to maintain an account and will be required to furnish certain information and details, including Your name, e-mail ID, contact number, and any other information deemed necessary by the Company as further detailed in the Privacy Policy.

You are responsible for maintaining the confidentiality and security of Your account, password, and all activities that occur in or through Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the

password is kept confidential and secure and should inform us immediately if You have any reason to believe that Your password has become known to anyone else.

Please ensure that the details You provide Us are true, correct, accurate, and complete. Upon the Company gaining knowledge of or having any reasonable suspicion that the information provided by You is wrong, inaccurate, or incorrect, the Company shall immediately terminate Your account without any notice to You.

#### 4.1 Registration Obligations

In consideration of your use of the Platform, you agree to:

- Provide true, accurate, current, and complete information about yourself, your payment accounts, payment instruction(s), and your payee details.
- Maintain and promptly update the above-mentioned information/data to keep it true, accurate, current, and complete. The Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service if inaccurate information is provided.
- Be contacted by us, our representatives, affiliates, outsourced collection agencies, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you during registration, including via e-mails, SMS, WhatsApp, calls using pre-recorded messages or artificial voice, and notifications sent via the mobile application.
- Keep updating the Application as and when new versions are released. Failure to do so may make you incapable of using certain Services or the Application altogether.

#### 4.2 Payments

You hereby understand and undertake to authorise the Company or any third party providing the service on behalf of the Company, in such manner and form as may be prescribed by the Company or applicable law, for the purpose of effecting payments through the different payment modes.

#### 4.3 Authority to Debit Payment Account

You shall furnish to the Company an unconditional ECS Mandate or e-NACH or e-mandate in the manner and form prescribed by the RBI, designating the payment accounts or debit cards or any other mode from which you intend to effect payments. Your submission of the Payment Instruction(s) shall constitute an irrevocable and unconditional authority to the Company and/or third party to initiate the process through ECS or e-NACH or e-mandate for debiting the payment account(s).

The Company and/or third party shall not be responsible for any failure to effect Payment Instruction(s) in the following circumstances:

Sr.	Circumstance
i.	If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid, or delayed.
ii.	If the Payment Account has insufficient funds/limits to cover the amount mentioned in the Payment Instruction(s).
iii.	If the funds available in the Payment Account are under any encumbrance or charge.
iv.	If your Bank or the NCC refuses or delays honouring the Payment Instruction(s).
v.	Circumstances beyond the control of the Company and/or third party, including but not limited to fire, flood, earthquakes, natural disasters, bank strikes, power failures, or systems failure.

You can access and update most of the information You provided us on the 'dashboard' area of Your account after logging in, or by writing to Us at [support@upcash.in](mailto:support@upcash.in). The right to use this Platform is personal to the User and is not transferable to any other person or entity.

## 5. Bill Payment Services — Terms and Conditions

These Bill Payment Services Terms and Conditions ("Bill Payment Terms") apply to and govern the Bill Payment feature offered on the App. Sankalp Capital Private Limited is an Agent Institution onboarded by 'Setu' (Brokentusk Technologies Pvt Ltd), which is a technology service provider partnered with Axis Bank Limited, registered as Bharat Bill Payment Operating Unit (BBPOU) under the Bharat Bill Payment System.

Sankalp is only a bill payment facilitator and is not the warrantor, insurer, or guarantor of the services. Any disputes regarding the quality, cost, expiration, or other terms of the bill payment must be handled directly between You and the Biller. All Bill Payments are routed through BBPS (Bharat Bill Payment System) in accordance with the Terms & Conditions as guided by NPCI (National Payments Corporation of India).

**Note:** These Bill Payment Terms are in addition to and not in derogation of the Terms & Conditions governing the use of the Platform. In the event of conflict, the Bill Payment Terms shall have an overriding effect.

### I. Access and Usage of Bill Payment Services

You may access and use the Bill Payment Services from the "Recharge and Pay Bills" section of the App. For accessing Bill Payment Services, You may be required to provide Us with your bill account information and any other information necessary for us to access Your account and bill/plan details with such Billers ("Bill Payment Account Information").

- You hereby provide Your explicit and unconditional consent to allow Us to collect, access, use, store, process, and disclose information related to Your bill payments for the purpose of facilitating Bill Payment Services.
- You agree that we may set up a reminder facility or auto payment facility, which you expressly consent to, and you understand that payment once made to the Biller is non-refundable.
- You represent and agree that the Bill Payment Services availed by You shall not be used to make fraudulent transactions or for unlawful and/or illegal purposes.
- Your access and use of the Bill Payment Services may be subject to the levy of certain fees and charges, and You shall not hold us liable for any such fees and charges imposed on You.

### II. Borrower Obligations

- The responsibility for providing correct information/details, including payment details such as biller details, bill number, and amount, lies solely with You.
- You understand that the amount to be paid, recharged, or subscription value is an agreement between you and the Biller, and we have no obligation to verify the correctness of the same.
- In the event of any discrepancy in the bill details, You would be required to coordinate with the Biller directly without the involvement of the Company.
- You are responsible for all transactions conducted through the Bill Payment Services. In the event of any wrong payment made to an incorrect party, the Company shall not be liable to reimburse You or reverse such payment.
- You should verify the success or failure of the transaction from the transaction history and/or notifications.
- You shall be responsible for keeping track of your due dates of any utilities/services or recurring charge services.
- You shall be responsible for scheduling your bill payment, and the Company shall not be responsible for delays/reversals or failure of transactions.

### III. Fees and Charges

Your access and use of the Bill Payment Services may be subject to the levy of certain fees and charges. Such fees and charges are not levied by the Company, and You shall not hold the Company liable for any such fees and charges imposed on You.

### IV. Disclaimer

The Bill Payment Services are provided to You on the App on an "as is" basis. The Company, its agents, or partners do not provide any representation and/or warranty of any kind to the Bill Payment Services available on the App. The Company's role is that of an 'intermediary', merely providing a platform to Users for recharge and bill payment.

### V. Grievance — Bill Payment Services

Category	Resolution Process
<b>Pending Transactions</b>	Bill Payments/Recharges usually get confirmed instantly. In rare cases, Billers may take longer than usual. If a transaction is in a pending state beyond 24 hours, you can raise a ticket with us, and we will take it up with the service provider. Billers may take up to 96 hours to update the final status.
<b>Successful Transactions (Service Not Received)</b>	Please wait for 48 hours. If the service is still not provided, you can report a complaint/grievance to us. We will try to resolve your complaint within 48 business hours and not later than 30 business days from the date of receipt.
<b>Refunds</b>	Refunds (if applicable) shall be credited to the source account only: <ul style="list-style-type: none"> <li>• UPI Payments: Within 3 to 5 days.</li> <li>• Card Payments: Within 7 to 9 days.</li> <li>• Wallet / Gift Cards: Within 24 hours.</li> </ul>

### VI. Indemnity — Bill Payment Services

You hereby agree to defend, indemnify, and hold harmless the Company, its affiliates, employees, officers, directors, shareholders, agents, and representatives from and against any and all claims, actions, suits, proceedings, loss, cost, or damage (including legal fees) incurred as a result of:

- Your access and use of the Bill Payment Services.
- Your violation of these terms and conditions, including any fraudulent payments made by You through the Bill Payment Services.
- Any third-party claim arising out of Your access and use of the Bill Payment Services.

### VII. Supplementary Terms

The Company is only a facilitator of the Bill Payment Services and does not have any role in the payments made to the Billers. The Company is neither a party to the payments made by you through the Bill Payment Services nor is it involved in the settlement of funds between You and the Biller.

All other terms including User Registration, Privacy, User Responsibilities, Indemnification, Governing Law, Liability, Intellectual Property, Confidentiality, and General Provisions are deemed to be incorporated into these Terms by reference to the General Terms.

## 6. Privacy

The Company collects certain information from You in order to provide the Services. The Company's use of Your personal information is governed in accordance with the Privacy Policy, which details the nature and type of information we collect and process to provide our Services.

For the purpose of providing Services to You, we use third-party services to facilitate checking your eligibility, payments, KYC process, and other functional purposes. We have necessary documentation in place with these third parties; however, we do not accept any liabilities that may arise from our use of or reliance on such third-party services.

## 7. License and Access

The Company grants You a limited, non-transferable license to access and use the Platform for availing the Services, but not to download any material from it (other than page caching) or modify it, or any portion of it, except with express written consent of the Company and/or its affiliates.

Any unauthorised access to the Platform or any networks, servers, or computer systems connected to the Platform, or any attempt to modify, adapt, translate, or reverse engineer any part of the Platform, is not permitted. The Platform or any portion of the Platform (including copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed, or otherwise exploited for any commercial purpose without express written consent of the Company.

## 8. Monitoring of the Platform and Your Account

The Company has the right and liberty to monitor the content of the Platform at all times, which shall include information provided in Your account. The monitoring of the Platform is important to determine the veracity of the information provided by You and to ensure that every User remains in consonance with these Terms & Conditions.

The Company shall also have the liberty to remove any objectionable content which is in contravention of these Terms & Conditions or share such information with any governmental authority as per procedures laid down by the laws in force in India.

## 9. Service Suspension

The Company may wish to stop providing the Services on the Platform and may terminate use of it at any time. Unless the Company informs the User otherwise, upon any termination: (a) the rights and licenses granted to You in these terms will end; and (b) the User must stop using the Platform forthwith. The Company reserves the right to suspend or cease providing any Service and shall have no liability or responsibility to the User in any manner whatsoever if it chooses to do so.

## 10. Prohibited Uses

In addition to other prohibitions as set forth in these Terms & Conditions, You are prohibited from using the Platform for any of the following:

Sr.	Prohibited Activity
a.	For any unlawful purpose.
b.	To solicit others to perform or participate in any unlawful acts.
c.	To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.
d.	To infringe upon or violate our intellectual property rights or the intellectual property rights of others.

e.	To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
f.	To submit false or misleading information.
g.	To upload or transmit viruses or any other type of malicious code that will or may affect the functionality or operation of the Service.
h.	To collect or track the personal information of others.
i.	To spam, phish, pharm, pretext, spider, crawl, or scrape.
j.	For any obscene or immoral purpose.
k.	To interfere with or circumvent the security features of the Service or any related website or the Internet.

We reserve the right to terminate Your use of the Service or any related website for violating any of the prohibited uses.

## 11. Limitation of Liability and Disclaimer of Warranties

Notwithstanding anything to the contrary contained herein, neither Sankalpnor its affiliated companies, subsidiaries, officers, directors, employees, or any related party shall have any liability to You or to any third party for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under or relating to these Terms & Conditions.

To the maximum extent permitted by law, You waive, release, discharge, and hold harmless Sayyam, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all indirect claims, losses, damages, liabilities, expenses, and causes of action arising out of Your use of the Platform. In the event any exclusion contained herein is held to be invalid, any such liability shall be limited to the loan amount availed by you.

The Company makes no representations or warranties about the accuracy, reliability, completeness, current-ness, and/or timeliness of any content, information, software, text, graphics, links, or communications provided on or through the use of the Platform.

### LEGAL DISCLAIMER

**YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES), WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

**THE COMPANY MAKES NO WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.**

**YOU FURTHER AGREE THAT NEITHER THE COMPANY NOR ANY THIRD-PARTY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE/PLATFORM; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR**

DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. THE MAXIMUM LIABILITY OF THE COMPANY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO THE COMPANY FOR THE SERVICE.

## 12. Indemnity

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You agree to indemnify, save, and hold the Company, its affiliates, contractors, employees, officers, directors, agents, and its third-party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, liabilities, costs, and expenses (including without limitation legal fees and expenses) arising out of or related to:

- Your use or misuse of the Services or of the Website, App, or Platform.
- Any violation by You of these Terms & Conditions.
- Any breach of the representations, warranties, and covenants made by You herein.
- Your infringement of any intellectual property or other right of any person or entity.
- Any threatening, libelous, obscene, harassing, or offensive material posted/transmitted by You on the Platform.

The Company reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify the Company. This clause shall survive termination of these Terms & Conditions.

## 13. Advertisers / Third-Party Links on the Platform

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The Company accepts no responsibility for advertisements contained within the Platform. The Company has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Platform exists. Such linked websites and mobile applications are provided "as is" for User's convenience only with no warranty, express or implied, for the information provided within them. The Company does not provide any endorsement or recommendation of any third-party website or mobile application to which the Platform provides a link.

## 14. User Comments, Feedback, and Other Submissions

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If You send certain submissions (for example contest entries) or without a request from Us, You send creative ideas, suggestions, proposals, plans, or other materials (collectively, 'comments'), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that You forward to Us.

You agree that Your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third party.

You are licensing to the Company and its service providers any information, data, materials, or other content ('Content') You provide through the Platform or otherwise. The Company and service providers may use, display, distribute, and create new material using such Content to provide the Services to You.

## 15. Acknowledgements

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By using the Platform, You acknowledge and agree to the following:

- The Platform brings Users to avail products from the Company; the Company will not be responsible for any claim or damage arising from the use of financial products.

- The Company in no manner warrants or guarantees the performance of a third-party service provider that is providing services through the Platform.
- The Company in no manner guarantees that the information provided by Users on the Platform is true and correct.
- It is Your responsibility to verify information about persons on the Platform. The Company is in no manner liable if the information provided on the Platform is untrue or incorrect.
- The Company is in no manner responsible for any claim of money or damages in the event a User misrepresents their financial status or commits fraud, cheating, or any other such illegal act.

## 16. Applicable Laws

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Your use of this Platform and any Terms & Conditions stated in this agreement is subject to the laws of India. In case of any disputes arising out of the use of the Platform, courts of Kota, Rajasthan will have exclusive jurisdiction.

## 17. Assignment

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You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations shall be null and void.

## 18. Waiver

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Unless otherwise stated expressly, any delay or failure in our exercising any rights/remedies arising out of these Terms and/or other policies available on the Platform shall not constitute a waiver of rights or remedies. No single/partial exercise of any rights or remedies hereunder shall prevent any further exercise of the rights/remedies by us.

## 19. Survival

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You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, repayment of loan, governing law and arbitration, and these general provisions shall survive the efflux of time and the termination of these Terms.

## 20. Severability

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If any provision of these Terms is held illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any such provision held invalid, illegal, or unenforceable shall be substituted by a provision of similar import reflecting the original intent of the parties to the extent permissible under applicable laws.

## 21. Amendment

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We reserve the right to change, modify, add to, or remove portions of these Terms at any time, subject to the policies of the Company and applicable regulations.

## 22. Grievances

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Users have complete authority to raise concerns. The Company's designated grievance channel is as follows:

Channel	Contact Information
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**E-mail (Grievance)**

support@sankapcap.com

**User Rights:** Users may also refer to the Grievance Redressal Policy of the Company available on the Platform for further details on the escalation mechanism.