

TERMS AND CONDITIONS

Please read these terms and conditions ("**Terms**") carefully as these establish the terms and conditions under which this website of the Company ("**Platform**") may be used/accessed by You. This is a legally binding agreement between You, and Upmove Capital Private Limited, a company incorporated under the Companies Act, 2013 and registered with the Reserve Bank of India ("**RBI**") as a non-banking financial company ("**NBFC**") under the RBI Act, 1934, having its registered address at Indiqube Gamma, No.293/154/172, 3rd Floor, Outer Ring Road, Kadubeesanahalli, Bellandur, Bangalore, Karnataka, India, 560103 ("**Company/We/Us/Our**").

Under these Terms, "**You**" or "**User(s)**" or "**Your**" means you, and each person who establishes a connection for access to the Platform under any screen name or password ("**Account**") and shall mean and include any person accessing the Platform merely for browsing or for the purposes of availing credit facility and loan products, and connected services offered by the Company or any partner of the Company on or through the Platform ("**Services**").

By accessing this Platform, or any pages thereof, and/or using the information or Services provided on or via this Platform, you agree to be bound by these Terms. Your use of this Platform implies that You have read, understood and agree to abide by the following Terms.

These Terms together with our privacy policy hosted on Upmove Website, as provided on our Platform ("**Privacy Policy**") govern your use of the Platform and is a legally binding agreement between You, and the Company.

In the event that You are not agreeable to these Terms, You should not access the Platform or further avail the Services made available on the Platform. The Terms contained herein expressly supersede all prior agreements or arrangements between You and with Company in relation to the browsing or usage of the Platform. You further understand that access to the Platform and the offer of Services is conditional upon Your irrevocable consent and acceptance of all the terms, conditions and obligations contained herein (as may be amended from time to time).

In the event of any conflict between the terms and conditions of specific products and services availed by You on the Platform and these Terms, the conditions specific to such products and services shall prevail.

A. GENERAL

1. These Terms are governed by the provisions of the applicable Indian laws, the rules, regulations, guidelines, and clarifications framed thereunder, including but not limited to:

- The Indian Contract Act, 1872;
- The Information Technology Act, 2000 ("**IT Act**");
- The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and
- The Information Technology (Intermediaries Guidelines) Rules, 2011.

2. Electronic Record

These Terms and your activity under these Terms are an electronic record as per the IT Act and these Terms, being electronically generated by a computer system, do not require any physical or digital signatures.

3. **User Eligibility**

Without prejudice to any other specific requirements that may be laid out in these Terms, Your use of the Platform and specifically, Your acceptance of these Terms as aforesaid shall be deemed to be a representation from You that, You are above 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

4. **Account Creation**

The right to use the Platform is personal to You and is not transferable to any other person or entity. In order to avail any Services on the Platform You may have to create an Account on the Platform. Any information shared by You for registering an Account shall be governed as per the terms of the Company's Privacy Policy. Please read and understand the terms of the Privacy Policy prior to sharing any information with Us. You are responsible for all use of Your Account and for ensuring that all use of your Account complies fully with the provisions of these Terms.

5. **Use of Account by the User**

- You shall be responsible for the activities that occur in or through Your Account and for restricting access to Your computer to prevent unauthorized access to Your account. You shall be responsible for protecting the confidentiality of your password(s), if any. 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, or if the password is being, or is likely to be, used in an unauthorized manner.
- Please ensure that the details You provide Us for Your Account are true, correct, accurate and complete. In the event of any changes to the information shared by You at the time of registering on the Platform, You shall be responsible for forthwith notifying the said changes to Us. You can access and update most of the information on the Platform or You can access and update the information You provided to Us by writing to Us at help@upmove.in. If You fail to notify Us of any changes in the information shared with Us, the Company will continue to use Your information already available with Us or upon the Company gaining knowledge 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 in this regard.

6. **Monitoring of Accounts**

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 that every User remains in consonance with the Terms provided herein. Subject to the Terms mentioned herein the Company shall also have the liberty to remove any objectionable content which is in contravention of the Terms herein or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

7. **Violation of Terms**

If the User violates any of these Terms, or otherwise violates an agreement entered into through the medium of the Platform, the Company may terminate the User's Account, delete his/her profile and any content or information posted online by the User on the Platform and / or prohibit the User from using or accessing the Platform at any time in its sole discretion, with or without notice, including without limitation if the Company determines that the User is under the age of 18 years.

B. GRANT OF LICENSE

As long as You respect these Terms for browsing/ using this Platform, the Company grants You a non-exclusive, non-transferable and revocable license to use this Platform. This license being non-transferable, does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of Account information for the benefit of anyone other than Your authorized use; or any use of data mining, robots, or similar data gathering and extraction tools. Please note that any unauthorized use of the Platform shall terminate the permission or revoke the license granted by the Company.

C. USE OF SERVICES

1. In the event that the Users applies for availing a Service, the Company does not provide any guarantee on whether a Service will be granted to such User. On receipt of a loan application from the User, the decision on whether a credit facility and or other Services will be provided to the User solely vests with the Company. User's eligibility for a credit facility is checked against the Company's policies. Accordingly, the Company may accept or reject a User's loan application at its sole discretion without any obligation to clarify the reasons for its decision.
2. You may be further required to undertake certain KYC processes in order to avail the credit facility. In this regard, We may require You to upload documents and information that may be necessary to ascertain Your eligibility to avail the credit facility ("**KYC Documents**"). Any processing that We undertake shall be in accordance with our Privacy Policy.
3. Further, in the event any additional information, data, or documentation is required to determine Your eligibility for the credit facility (collectively, "**Additional Information**"), You agree to share such Additional Information promptly upon request, and further authorise Us to process such Additional Information in connection with the Services and Your use of the Platform.
4. You agree and warrant to provide true, complete, and up-to-date KYC Documents and Additional Information. If the information provided by You, in Our sole discretion, is unreliable or appears to be fraudulent or deficient, then You shall not be eligible to access and use the Platform or avail Our Services.
5. You hereby understand and acknowledge that the information requested by the Company is for the purposes of complying with various laws, regulations and guidelines (including Know Your Customer (KYC) norms / Anti-Money Laundering (AML) standards / Combating of Financing of Terrorism (CFT) / obligation of banks under the Prevention of Money Laundering Act, 2002) promulgated by the Government of India from time to time, by the Company or its partners. You further acknowledge that if You do not provide the requested information to the Company, the Company or its partners will be unable to provide or continue its / their services to You.
6. In the event that the Company determines that You are eligible for availing a credit facility, a Key Fact Statement ("**KFS**") or other credit facility related information will be provided to You. All rates, charges and fees quoted / stated for various financial products and schemes offered under the Services

and interest rates cited as examples of rates, which may be in effect from time to time, are indicative rates only and are subject to change at any time at the sole discretion of the Company as the case may be, and applicable laws and relevant RBI guidelines. These charges, fees and rates may change depending upon the assessment made by the Company in individual cases upon receiving necessary information and documents or as per applicable laws.

7. In the event You avail of Services and wish to avail a credit facility from the Company, You will be provided with an online loan agreement by the Company or its lending service providers containing all the terms with respect to the credit facility. Upon clicking 'I Accept' You will be bound by the terms of such loan agreement and subject to such terms, the credit facility will be sanctioned to You by the Company.
8. You will be required to make repayments in relation to such credit facility as per the mandated repayment period detailed in the loan agreement. Any breach of the loan agreement shall result in immediate cessation of the Services as provided to You or any other action may be taken by the Company in accordance with such loan agreement or at its sole discretion with respect to such credit facility as per applicable laws.

D. RESTRICTIONS ON USE

1. The Platform is owned and operated by the Company and contains materials which may be licensed to or derived, in whole or in part, from materials supplied by the Company, its group companies, various news agencies and other sources (including third-party content partners), and is protected by international copyright and trademark laws (*applied for*).
2. Except where specifically authorised, the User may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Platform including code and software.
3. Any unauthorized access to the Platform or any networks, servers or computer systems connected to the Platform and any attempt to modify, adapt, translate or reverse engineer any part of the Platform or re-format or frame any portion of the pages of the Platform is not permitted.
4. This Platform or any portion of this Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of the Company. You agree not to abuse the use of this Platform.

E. LIMITED USE

1. While browsing the Platform or using any Services provided herein, You agree that You shall not:
 - Use Company's Services for spamming or any other illegal purposes;
 - Infringe the Company or any third party's intellectual property rights, rights of publicity or privacy. You may not copy, download, publish, distribute or reproduce any of the Content contained on this Platform in any form without prior permission of the Company;
 - Post or transmit any message, data, image or program which violates any law or which discloses private or personal matters concerning any person. Further, You shall not use the Platform or the Services provided by the Company for committing fraud, embezzlement, money laundering or for any other unlawful and/or illegal purposes;

- Refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to the Company;
- Remove, circumvent, disable, damage or otherwise interfere with security related features of the Company's Services or features that enforce limitations on the use of Services and the Platform or any other Company infrastructure;
- 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;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform or any part thereof or infringe any patent, trademark, copyright or other proprietary rights;
- Use the Services in any manner that could damage, disable, overburden, or impair, including, without limitation, using Services in an automated manner;
- Interfere or disrupt Services or networks connected in addition to that;
- Use the facilities and capabilities of the Platform and Services to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- Provide false, inaccurate or misleading information to the Company and on the Platform; and

F. INTELLECTUAL PROPERTY RIGHTS

All rights relating to this Platform as well as its functionalities are the exclusive property of the Company (including but not limited to copyrights, trademarks, source code, patents as well as any other intellectual property rights).

G. LINKED WEBSITES

1. This Platform may contain links to other websites of affiliate companies of the Company. This Platform also contains links to external websites, having further linked websites, controlled or offered by third parties (non-affiliates of the Company), in order to help You find relevant websites, services and/or products which may be of interest to You, quickly and easily. The contents displayed or products / services offered on such linked websites, or any quality of the products/ services are not endorsed, verified or monitored by the Company or its affiliates.
2. The Company and its affiliates are also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this Platform includes a link infringes the intellectual property rights of any third party).

H. DISCLAIMER OF WARRANTY

1. You expressly agree that use of the Platform is at your sole risk. Neither the Company, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that Platform will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Platform, or as to the accuracy, reliability or content of any information, service, or merchandise provided through Platform.
2. Platform is provided on an "As Is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for

a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement/Terms.

3. This disclaimer of liability applies to any damages or injury, caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. In no event will the Company, or any person or entity involved in creating, producing or distributing the Platform or the Platform's software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Platform. You hereby acknowledge that the provisions of this section shall apply to all the Content available on the Platform.
4. The content (material, information, data, news items, texts, graphics, links etc.) contained on this Platform ("**Content**") is provided for general information only and should not be used as a basis for making business/commercial decisions. The Content contained on this Platform, or other terms are provided on an "as is", "as available" basis and are protected by copyright. Neither the Company, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, or other defects in, or inauthenticity of, the Content contained within the Platform, or for any delay or interruption in the transmission thereof to the User, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. The Company, its affiliates, information providers or content partners shall have no liability for investment decisions/financial decisions taken by the User based on the Content provided. Neither the Company, nor its affiliates, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of any Content.
5. Services are available to Users only at the discretion of the Company and subject to the individual contractual terms and conditions of each such Service. The terms and conditions on which each such Service is offered may be withdrawn or amended at any time without notice. The full range of Services may not be available in all geographical locations.
6. The User acknowledges that certain functions of this Platform would require an active internet connection which can be Wi-Fi or the Local Area Network (LAN) connection. The Company does not assume any responsibility/liability if the Platform is not fully functional due to absence/insufficiency of the required internet connection.

I. INDEMNITY AND LIMITATION OF LIABILITY

1. 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, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Platform, any violation by You of these Terms, Your infringement of any intellectual property or other right of any person or entity, or as a result of 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, including rights to settle, and You agree to cooperate with the Company's defense and settlement of these claims. The Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive any termination of Your use of this Platform.

2. In no event shall the company, its officers, directors and employees, or its contractors, agents, licensors, partners, or suppliers be liable to You for any direct, special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, including but not limited to abuse or breach of data), even if the Company or an authorized representative of the Company has been advised of the possibility of such damages, arising out of or relating to:
 - a) These Terms
 - b) the Platform,
 - c) Your use or inability to use the Platform;
 - d) failure to avail Services or arising from loan agreement executed with the Company or
 - e) any other interactions with another User in connection with the Platform.
3. The Company does not make any representations or warranties on behalf of any persons it has partnered with for the provisions of the Services. The Company shall be responsible only to the extent of providing the Services and all liabilities and obligations with respect to the services extended by the third parties partnered with the Company to You, vide the Platform or by any other means, shall be governed by the separate arrangement between You and such third party.

J. GOVERNING LAW AND JURISDICTION

1. These Terms will be governed by the laws of India, without regard to its conflict of laws. Any dispute arising on account of the Platform or usage of any Services, will be exclusively settled by the courts located in Bangalore, India.
2. The Platform is controlled and offered by the Company from its facilities in India. If You are a user outside India, please take note the Company is subject only to Indian laws and only to the jurisdiction of Indian courts. The Company makes no representations that the Platform is appropriate or available for use in other locations. Therefore, if You are a user outside India, You may use the Platform solely on Your own volition and at Your own risk. You shall be solely responsible for compliance with local law.

K. COMPLIANCE WITH TERMS AND TERMINATION

1. You shall, at all times, abide by these Terms stated herein and any breach of the same may also lead to the Company terminating Your Account and appropriate civil and criminal remedies will be sought against You as provided under the laws of India.
2. Without prejudice to the foregoing:
 - The Company reserves the right to terminate these Terms without notice to You and without liability to Us on becoming aware that You have violated these Terms in any manner or any other guidelines and rules published in respect of the Platform from time to time.
 - Company may block, restrict, disable, suspend or terminate Your access to all or part of the Platform at any time in Company's discretion, without prior notice to You or liability to Us.
3. Notwithstanding anything contained under the Terms, any termination of the Account by the Company shall not extinguish Your accrued obligations under these Terms and the loan agreements or other arrangements with the Company or any third party as applicable.

L. MODIFCATIONS

1. The Company shall have the right at any time to change or modify the Terms applicable to the User's use of the Platform, or any part thereof, or to impose new conditions, including but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, posting on the Platform, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Platform by the User after such notice shall be deemed to constitute acceptance by You of such changes, modifications or additions.
2. Although the Company may attempt to notify You when major changes are made to these Terms by the mediums listed above, it shall be solely Your responsibility to read and understand the most up-to-date version of the Terms on the Platform. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.
3. If You do not agree with any specific modification, Your sole and exclusive remedy is to terminate Your use of the Platform with no liability to the Company. Notwithstanding the foregoing, if You have availed any of the Services as detailed in these Terms, the Terms, including the modified terms shall continue to apply to the extent of and in relation to the Services availed.

M. MISCELLANEOUS.

1. **Communications:** You hereby consent to receive on Your registered email/phone number, promotional and marketing communication about various products, services and offerings from the Company, vendors, clients, group companies or business associates may make available. This will override any 'DO NOT DISTURB' or 'DO NOT CALL' services You may have registered for on Your phone in the past. You consent to receive service/promotional/transactional messages on WhatsApp/SMS through the Company.
2. **Grievance Redressal:** In order to address any questions or grievances that You may have regarding the use of the Services, please refer to the detailed grievance redressal policy Upmove Website <https://upmove.in/> You can also directly raise any concerns by contacting Our grievance officer. The Grievance Officer can be contacted between 10:00AM and 6:00PM from Monday to Friday except on public holidays at:

Name:	Mr. Madan HM
Email Address:	grievanceredressalofficer@upmove.in
Contact No.:	+91 9986640581
Address:	Indiqube Gamma, No.293/154/172, 3rd Floor, Outer Ring Road, Kadubeesanahalli. Bangalore KA 560103

In case You are not satisfied with resolution provided by the Company or Your concerns were not resolved even after following the steps provided in the Company's grievance redressal policy, You may submit your grievance at [[Sachet Portal](#)].