

## Terms & Conditions (“Terms”)

Capkonnnect welcomes you to this website.

Only persons of the age of 25 years and above and who can enter into a legally binding contract in India are allowed to access or use any services or products, or to borrow, lend, invest or transact through this website or online platform.

1. Capkonnnect is an online processing platform or website that offers processing, back office administration, software and other products and services to various participants for their transactions. Capkonnnect also partners with various third parties for the provision of services and products, including banks, NBFCs, collection, individuals or companies who are mentors-advisers, verification agents, credit collection agents, ratings and scoring agencies. Capkonnnect is not a financial institution (whether bank, micro finance institution, NBFC, or any similar institution), credit scoring agency, rating agency, verification agent, collection agent, introducers and business referral agent, mentor and adviser. Any financial products such as loans, investment schemes or insurance products in the Capkonnnect website are offered by authorized institutions.

2. You understand and agree, that by using ‘Capkonnnect’ software, processing, products and other services, all internet domains and websites; or by using any of the products and services offered by any third party in our websites (referred to collectively as "Services" and/or ‘Website’), owned and/or operated and marketed by Capkonnnect Tech Services Private Limited, 10 Third Floor, Sun Plaza, 19 G N Chetty Road, Thousand Lights, Chennai 600 006, Tamil Nadu, India, ‘Capkonnnect’ will treat your use of the Services or Website as acceptance of these terms and conditions ("Terms"). Before you can use any of the Services, you must first agree to the Terms. If there is a conflict between the Terms and any other agreement or document, unless specifically stated to the contrary in such other agreement or document, the Terms will prevail with respect to the use of the Services or Website.

3. For your future reference, we strongly advice that you take a printed copy of these terms and conditions. Please do not use the Services if you do not wish to agree to the terms and conditions.

4. The Website is intended for non-commercial use. Only register to become a member of the Website if you are of sufficient legal age and can enter into binding contracts on behalf of yourself or your business, and as an authorized person in the case of any business. You are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of the Website by you and anyone using your password and login information (with or without your permission). You may only use the Website to search for and to apply for loans, invoice discounting, bank facilities, credit cards and other financial and non-financial products (including seeking non-binding advice and guidance) from registered financial institutions and others; and you may not use the Website to make any fraudulent applications or submit incorrect data or information deliberately. You agree not to use the Website for any purpose that is unlawful, illegal or forbidden by these Terms, or any local laws that might apply to you. By using this Website, you hereby agree to comply with laws that apply to India and your own country of residence, including laws that apply to data.

5. We may, at our sole discretion, at any time and without advance notice or liability, and without having to advise any reasons, suspend, terminate or restrict your access to all or any component of the Website.

6. You acknowledge and agree that Capkonnnect owns all title, legal right and interest in and to the Services, including any intellectual property rights which subsist in the Services, whether those rights are registered or not, and wherever in the world those rights exist. You may not create a derivative work from, copy, modify, reverse assemble, reverse engineer or otherwise attempt to discover any source code, sell, sublicense, assign, grant a security interest in or otherwise transfer any right in the Services and the Website. You further acknowledge that the Services may contain information which is designated confidential by Capkonnnect or any of the third parties providing their products and services; and that you shall not disclose such information without Capkonnnect’s prior written consent. You do not have the right to use any of Capkonnnect’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. 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 transmit, copy or disseminate any of the Services or any part of the Website.

7. Capkconnect's display on or through the website of any products and services offered by third parties including financial institutions and verification agents, does not in any way imply, suggest, or constitute any sponsorship, recommendation, endorsement or approval by Capkconnect of any such third parties or their products and services. Capkconnect does not, through its Website through content or in any other manner, provide any recommendation, endorsement, opinion or advice to you on the third parties or their products and services. You agree that Capkconnect is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties. Your interaction with any third party accessed through the Website is at your own risk, and Capkconnect will have no liability with respect to the omissions, warranties, acts, representations, errors, breaches or negligence of any such third parties or for any property damage, death, personal injuries or other expenses or damages resulting from your dealings, transactions or interactions with the third parties. By logging into the website you expressly agree to sharing the information you provide to third parties including financial institutions, credit scoring and company or business credit rating agencies, verification agents and any authorized agent (such as collection agents) of the financial institution that has disbursed funds such as under a facility or loan granted to you.

8. Capkconnect expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. The Website and all content, products and services provided on the Website are provided on an "as is" and "as available" basis. Capkconnect makes no warranty, and expressly disclaims any obligation, that: (a) the content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances; (b) the Website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Website or any products or services offered through the site will be accurate or reliable; or (d) the quality of any products, services, information, or other material obtained by you through the site, including what is being provided by third parties, will meet your expectations.

9. Capkconnect including its officers, directors, employees, representatives, affiliates, agents, partners and providers including third parties offering products and services, will not be responsible or liable for (a) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Website), or (ii) any use of the Website or content, or (iii) the performance or non performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (iv) any damage to the Website or your computer equipment caused by viruses, 'phishing', malwares, or illegal intrusion or 'hacking' such as by unauthorized users or hackers (b) any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website including but not restricted to 'phishing'.

10. We reserve the right to change, modify, alter, add or remove any of the terms and conditions contained in the Terms or the Privacy Policy at any time in our sole discretion. If we do so, and if the changes are material in our opinion, we may either post a notice of updating on the Website or we will notify you at the e-mail address you provided to us. Any changes or modifications will be effective immediately on posting of such changes or modifications on the Website, unless stated otherwise. Your continued use of the Website after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms. You should stop using the Website and Services immediately if you do not wish to accept any of the changed or modified terms and conditions. You are encouraged to review the Terms and the Privacy Policy from time to time.

11. You may not assign or otherwise transfer your rights or obligations under these Terms. Capkconnect may assign its rights and duties under these Terms without any such assignment being considered a change to the Terms and without any notice to you. If we fail to act on your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. You will observe these additional terms and conditions. If any of these Terms is founded to be unenforceable or invalid by a court, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will continue to remain valid and enforceable.

12. These Terms, together with those agreements made as part of these Terms by reference, make up the entire agreement between Capkconnect and you relating to your use of the Services and/or Website, and replace any prior understandings or agreements, whether oral or written, regarding your use of the Website. The laws of the India, without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Website and/or Services or these Terms, you agree to file such

action only in the courts located in Chennai, India. In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the legal action, including but not limited to costs, both taxable and non-taxable, and reasonable attorney fees. You acknowledge that you have read and have understood these Terms, and that these Terms have the same force and effect as a signed agreement.

13. Capkonnnect strongly recommends that you seek independent advice before acting on any information on this site.

14. We will assume no responsibility for reviewing unsolicited ideas and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future Capkonnnect projects and programs. Please do not reveal trade secrets or other confidential information in your messages to Capkonnnect. Any and all rights to materials (including data and information) submitted to us become the exclusive property of Capkonnnect.

15. If Capkonnnect has provided links to any third party website, this does not imply our agreement to or endorsement of any of the information contained on the third party site. When a third party website is accessed from the Capkonnnect Website, users depart Capkonnnect's website. We will have no liability in respect of any loss or damage arising from any use of a third party website. Should any third party wishes to link the Capkonnnect website to your website, consent should be sought in writing from Capkonnnect before you do so.

16. Capkonnnect may at any time change the information available on this Website, without notice, including discontinuing all or any aspects of this site. Capkonnnect will not be liable for any loss or damage which may arise directly or indirectly as a result of such changes.

17. When transmitting any information, including personal information, over this Website you should remember that the internet is not a secure environment.

18. No information on this website may be changed by any user.

#### 19. Privacy policy

By using the Website, you also consent to the use of your information as outlined in our Privacy Policy.

20. The use of this website and these Terms are to be governed by the laws of India, and any disputes arising out of the same shall be resolved by the exclusive jurisdiction of the Courts of Chennai, India.

#### 21. Declarations

1. I/We authorize Capkonnnect to make any enquiries regarding my/our application or use of the Website either directly or through third party verification agents. For which purpose I/We authorize Capkonnnect to share the information I/We provide with such verification agents as necessary for such verifications to be done or completed.
2. I/We authorize Capkonnnect or any of the financial institutions registered in the Website to make any enquiries with any finance company/bank/registered credit bureau/rating agencies regarding my/our credit history, credit scores and ratings with them & also authorize Capkonnnect and/or any of the financial institutions to provide details of my/our credit history, ratings, credit scores, etc to any other bank/finance company/registered credit bureau/rating agencies. I/We also authorize any financial institution registered in the Website to share my/our credit scores such as from CIBIL and ratings from rating agencies in India, with Capkonnnect.
3. I/We declare that I/We will not hold Capkonnnect or any of its agent(s) responsible for the delivery/performance, etc. of the products and services provided by financial institutions and other partners through this Website.
4. I/We confirm having received, read & understood the term and conditions applicable to the Services offered by Capkonnnect and hereby accept without notice the terms & conditions unconditionally & agree that these terms & conditions may be changed by Capkonnnect at any time and I/We will be bound by the amended terms & conditions.
5. Capkonnnect reserves the rights to retain all documents, information, photographs, pictures, attachments, videos, etc. ("Information") submitted on the Website and will not return the same to the provider.

6. I/We certify that the Personal Information, as defined in our Privacy Policy furnished in the Website is true and accurate. I/We agree and acknowledge that we will submit only telephone numbers and e-mails that belong to me personally or in my official business role that I/We use regularly and that I/We can be contacted without delay.
7. I/We hereby agree that my/our contact details and other Information can be used by third parties and agents of Capkconnect for data analysis, verification, credit collection and for marketing products and services by sending marketing materials to us.
8. I/We hereby agree that Capkconnect may use the information provided by me/us for data analytics and data management purposes including determining, formulating and communicating opinions, comments and rankings relating to creditworthiness and business potential to lenders, including financial institutions, and credit reporting agencies.
9. I/We am/are aware that before, during or after registration, I/We may receive a call from or visit by the employees or third party agents ("Agents") of Capkconnect to verify the Know Your Customer (KYC) requirements, the correctness of the Information provided at any time before, during or after registration ("Verification"). I/We further hereby agree that Capkconnect or any of its third party agents can provide the results of such Verification to the financial institutions and partners registered in the Website.
10. I/We hereby agree that I accept and I/We will pay without delay the fees, if any, that are charged and advised, from time to time, in the Website or through e mail correspondence from Capkconnect or any of its partners and Agents for use of the Services provided by Capkconnect or any of its partners or Agents and that if I/We decline to accept such fees, then I/We will immediately cease or stop using the Services or Website.
11. I/We hereby agree that after receiving an Expression of Interest (EOI) from any Lender in response to my/our Initial Loan Application (ILA), I/We will not directly contact the Lender for the same purpose as outlined in my/our ILA till I/We receive a Sanction Letter from the Lender after submitting a Final Loan Application (FLA).