

TERMS AND CONDITIONS FOR USE OF AND ACCESS TO THE BRIDGEUP PLATFORM

THIS DOCUMENT IS AN ELECTRONIC RECORD GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BRIDGEUP TECH PRIVATE LIMITED AND IT GOVERNS YOUR ACCESS TO AND USE OF BRIDGEUP TECH PRIVATE LIMITED'S PLATFORM.

These terms and conditions (**Terms**) govern your access to and use of the website (<https://bridgeup.com>), mobile website, and any other online platform (collectively, the **Platform**) offered by BridgeUp Tech Private Limited (**BridgeUp**) to provide you with BridgeUp's services. These Terms are to be read in conjunction with BridgeUp's privacy policy accessible at (<https://bridgeup.com/privacy-policy/>) (**Privacy Policy**). It is clarified that these Terms govern your access to the Platform, and are to be read in conjunction with, and not in derogation of any other agreements that you may have executed with BridgeUp, and any other terms and policies as may apply to you and be periodically published on the Platform and, or, communicated to you by BridgeUp via e-mail, SMS, dashboard, courier, or by any other lawful method. For the purpose of these Terms, 'access' will mean and include your directly or indirectly availing services from BridgeUp and, or, your using the BridgeUp Platform.

Scope and Intent

1. These Terms apply to anyone accessing the Platform, regardless of the device or internet enabled resource used by you to access the Platform (each a **Device**). By accessing the Platform, you indicate to have read, understood, and agree to be bound by these Terms, the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>), other service specific policies of BridgeUp as communicated from time to time, and all other applicable laws and regulations without any limitation or qualification.
2. You will be required to execute other agreements with BridgeUp in order to gain access to the Platform (each an **Agreement**). Such Agreements may be executed by you through the Platform itself or offline. It is clarified that in the event of any contradiction between these Terms and any Agreements governing your access to BridgeUp's services, the terms of such Agreement(s) will supersede these Terms.
3. BridgeUp reserves all rights in relation to the Platform that are not expressly enumerated in these Terms.

Your Account on the Platform

4. You may only access the services offered through the Platform as per these Terms including the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>), and the terms and conditions mentioned in the Agreement(s).
5. You will be required to register yourself with the Platform by creating an account to access the services offered by BridgeUp and to transact on the Platform (**Your Account**).
6. Should Your Account represent that you are a company and not an individual, the details of the authorised personnel must be provided as the nodal person through whose registration the company would access the Platform. The username and password created by such nodal person will belong to the company.
7. You may create Your Account on the Platform by filling in necessary details on the Sign Up page of the Platform and submitting it for BridgeUp's review. You hereby allow BridgeUp to integrate your personal information and other information from third-party

service providers, subject to the terms of BridgeUp's Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>) and the privacy policies of the relevant third-parties.

8. You will be required to submit the following information and any other additional information and, or, documents as BridgeUp may require in order to create Your Account and to allow access to the Platform:
 - a. The password for Your Account;
 - b. First name and last name of the company's representative;
 - c. Designation of the company's representative;
 - d. Company name;
 - e. Official e-mail address of the company's representative;
 - f. Mobile number of the company's representative;
9. You are required to submit accurate and complete information to access the Platform. You understand and agree that BridgeUp will assume the veracity of the information submitted by you and has not independently verified the information submitted by you. BridgeUp does not assume any responsibility and disclaims all liability for assuring the accuracy and completeness of your data as integrated from third-parties. At all times, you will remain responsible for your passwords and for any access to the Platform from Your Account maintained on the Platform. Your Account details and password(s) on the Platform are for your use only, and subject to these Terms, you are responsible for maintaining the confidentiality of Your Account details and passwords and for restricting access to your Devices. You hereby accept responsibility for all activities that occur under and through Your Account on the Platform.
10. In the event that you are a nodal person for a company as detailed in Paragraph 6 above, you agree that your username, password and other such details will be provided to the company by BridgeUp upon the receipt of a verified request from the company.
11. After you submit all necessary information for the creation of Your Account, BridgeUp will review the details submitted by You. Should BridgeUp be satisfied with the information submitted by you, you will be required to execute additional Agreement(s) which will govern your access to the Platform. BridgeUp may, at its sole discretion, decide to not provide you with access to the Platform after reviewing the information submitted by you for the creation of Your Account.
12. Once Your Account has been created and you have executed the Agreement(s), you may access the Platform in terms of the Agreement(s) which you have executed.

Your Access to the Platform

13. You understand that all services, as offered by BridgeUp, are available only in India and based on your geographic location, you may not be eligible for accessing services offered by BridgeUp.
14. If you provide any information on the Platform or under an Agreement which is inaccurate, or incomplete or where BridgeUp suspects that such information is untrue, inaccurate, or incomplete, BridgeUp reserves the right to suspend or terminate Your Account and your access to the Platform forthwith. Your responsibility to maintain the

accuracy and completeness of the information in Your Account is not only towards BridgeUp but extends to all third-parties that Your Account information is integrated with.

15. You are not authorised to commercially exploit the Platform for any reason whatsoever, save and except to the limited extent expressly set out in Agreements executed between you and BridgeUp.
16. You are not authorised to reproduce, duplicate, copy, reverse engineer, sell, resell, or exploit any portion of the Platform and allow any unauthorised access to the Platform and, or, facilitate unauthorised access to the Platform.
17. You agree not to circumvent, remove, degrade, or deactivate any of the contents of the Platform and, or, use any robot, spider, scraper, or other means to access the Platform for any purpose. You further agree not to decompile, reverse engineer, and disassemble any software or other products or processes accessible through the Platform and to not insert any code or product or manipulate the content of the Platform in any way, or use any data mining, data gathering or extraction method on the Platform.
18. You agree not to use any product which modifies, changes, adds to, or subtracts from the source code, graphical user interface, structure, integration, look and feel or features of the Platform.
19. You agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of the Platform, or do any act which may adversely affect any third-party's access of, and experience on the Platform or make any access to the Platform which is illegal as per the applicable laws.
20. You will notify BridgeUp upon discovery of any unauthorised use or disclosure or any illegal access to the Platform, whether intentional or unintentional, and with promptitude will cooperate with BridgeUp in every reasonable way to help regain possession of the Platform and to prevent its further unauthorised access.
21. You agree and understand that BridgeUp reserves the right to suspend, refuse, or restrict your access to Your Account, the Platform, and the services therein in the event that you are found to be in violation of the Agreement(s) and, or these Terms.

Intellectual Property

22. You agree and understand that nothing in these Terms shall be deemed to be construed as an assignment, transfer, or novation of any intellectual property right belonging to and owned by BridgeUp including, *inter alia* all content, trademarks, trade names, copyrights, designs, software, patents, process-flows and know-how as published on the Platform, set out in any Agreement or as otherwise communicated to you by BridgeUp during the course of your access to the Platform. BridgeUp holds and will continue to hold all right, title and interest in all intellectual property in the Platform itself and any derivative works thereof. It is clarified that all third-party trademarks, brands, links, and content on the Platform are the property of their respective owners.
23. Without derogating from the rigour of Paragraph 22, BridgeUp hereby grants you a limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to access the Platform and the intellectual property contained in the Platform, for the limited purpose as set out in the Agreement(s) and subject to these Terms. You will only access the Platform in accordance with this limited license granted to you by BridgeUp.

24. You agree not to reproduce, distribute, sell, modify, display, perform, archive, publish, license, create derivative works from, offer for sale or use (except as expressly authorised under these Terms), or in any way exploit any part of any intellectual property or other information, content, materials, and services available on or through the Platform.

Use of your Information by BridgeUp

25. BridgeUp only uses your information as set forth in the Terms, the Agreements, and the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>).
26. You hereby grant your consent to receive periodic communication and non-transactional messages from BridgeUp through text messages and e-mails in relation to BridgeUp's service offerings. You can unsubscribe or opt-out from receiving e-mail communications and newsletters from BridgeUp at any time by clicking the 'Unsubscribe' option available at the bottom of each such e-mail communication. Your acceptance of these Terms will have an overriding effect on any registration of your mobile number with the National Do Not Call Registry of the Telecom Regulatory Authority of India and any other Do Not Call Registry operated by any service provider.
27. Any feedback you provide to BridgeUp in relation to BridgeUp's services and, or, the Platform will not be considered confidential information and BridgeUp may use such information on an unrestricted basis. You represent and warrant that your feedback does not contain any confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from BridgeUp for use of the information contained in the feedback under any circumstances.

Age of Consent

28. In order to access BridgeUp's services on the Platform and to create and maintain Your Account on the Platform you must be at least 18 years of age. For users below the age of 18, consent to access the Platform shall be provided by the legal guardian of the child.

Termination of License and your access to the Platform

29. If you violate your obligations under the Agreement(s), these Terms, the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>) or any other policies of the Platform, your permission to access the Platform and any licence granted over the Platform ends and ceases immediately.
30. Your Account on and access to the Platform may be terminated further to any requests by authorised law enforcement and, or, other government and regulatory agencies and authorities.

Representations and Warranties

31. You represent and warrant that until such time as you continue to access the Platform:
- a. All information and documents provided by you and any representations made by you, including but not limited to your name, e-mail address, and any other financial and banking related information are genuine, accurate and in compliance with all applicable laws;
 - b. If you are a nodal person for a company as detailed in Paragraph 6 above, you have the necessary authorization from your company to create Your Account and your company is duly organized and validly existing, and has all necessary corporate power and authority, and all authorisations, licenses,

approvals, and permits, and has full power and authority to execute and deliver these Terms;

- c. Your acceptance of these Terms, the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>), and the execution of the Agreements will not violate, conflict with, or result in a breach of or default under, the applicable law for the time being in force or the order of any court, or of any governmental or regulatory body, agency, authority applicable to you, or by which any of your respective properties or assets are bound; and
- d. There is no claim, action, demand, or litigation subsisting, pending, and to the best of your knowledge threatened, or likely to be instituted against you, affecting your obligations under or performance of these Terms.

Warranties and Limitations in relation to the Platform

- 32. Your access to the Platform is at your own risk and discretion. You agree to have read, understood, and be bound by these Terms and the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>). BridgeUp and our subsidiaries, affiliates, officers, employees, and licensors make no warranty that the Platform will meet your requirements and, or, that the service will be uninterrupted, timely or error-free.
- 33. You agree and acknowledge that BridgeUp only provides the services as detailed in the Agreements and acts and will always act only as an intermediary to facilitate the transactions through the Platform. BridgeUp is not and it shall not be characterized *inter alia* as: (i) a payment system provider as defined under the Payment and Settlement Systems Act, 2007, (ii) an adviser; (iii) a merchant banker; or (iv) a non-banking financial company (including a factor) as defined by the Reserve Bank of India Act, 1934. You further agree and acknowledge that BridgeUp is not required to ensure compliance with: (i) Master Direction-Non-Banking Financial Companies – Peer to Peer Lending Platform (Reserve Bank) Directions, 2017; (ii) Factoring Regulation Act, 2011; (iii) Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; (iv) Securities Contracts (Regulation) Act, 1956; (v) Section 11AA - Collective Investment Scheme, SEBI Act, 1992; (vi) SEBI (Investment Advisers) Regulations, 2013; and (vii) SEBI (Custodian of Securities) Regulations, 1996.
- 34. BridgeUp does not make any representations or warranties on or about the accuracy and durability of the third-party services or products offered to you through the Platform. BridgeUp does not warrant, nor will be in any way responsible for the legality, efficacy, correctness, or suitability of the privacy policies or of any other information related to or pertaining to the third-party services or products. BridgeUp assumes that you have reviewed the policies of these third parties and that you are in agreement with the same.
- 35. It is expressly clarified that any third-party platforms and services made available on the Platform are the properties of their respective owners, and your use of the same shall be governed by the specific end user licence agreements and policies executed by you with such third parties. You are independently bound by the respective terms of use and privacy policies of all such third-parties, as amended from time to time. BridgeUp assumes no responsibility for any change in the terms of use of any such third-party platforms made available via plug ins or otherwise integrated with the Platform at any time whatsoever. BridgeUp will neither be held liable nor responsible for any commissions or omissions of the third-party vendors or platforms.

No Liability

36. To the extent permitted by applicable law, BridgeUp and our subsidiaries, affiliates, officers, employees, agents, partners, and licensors shall not be liable for any damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from:
- a. Your access to or inability to access the Platform (including investments made or monies raised through such access);
 - b. Any act, conduct and, or, omission of any third-party in relation to or through the Platform including without limitation, any malpractice, misrepresentation, defamation, sedition, offensive or illegal conduct of other users or third-parties; or
 - c. Any unauthorised access, use or alteration of your transmissions or content on the Platform.

Indemnification

37. You agree to indemnify and hold BridgeUp and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including but not limited to reasonable attorney's fees, made by any third-party due to your access of the Platform, your violation of the Terms, Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>), and any other terms and conditions communicated to you by BridgeUp from time to time.

Governing Law

38. These Terms in all respects will be governed by and construed in accordance with the laws of India.
39. Subject to Paragraphs 40 to 44 below, you submit to the exclusive jurisdiction of the courts of Mumbai in connection with any disputes arising out of or in connection with these Terms.

Dispute Resolution

40. Any dispute arising out of or in connection with or relating to these Terms, including any question regarding their existence, validity or termination or breach will be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time, which are deemed to be incorporated by reference in these Terms.
41. The seat, venue, and place of the arbitration will be Mumbai.
42. The arbitral tribunal will consist of a sole arbitrator jointly appointed by you and BridgeUp. If you and BridgeUp fail to appoint the arbitrator within 30 (thirty) days then, the High Court shall appoint the sole arbitrator.
43. The language of the arbitration will be English.
44. Any award of the arbitral tribunal will be made in writing and will be final and binding on you and BridgeUp from the day it is made and will be carried out without delay.

Changes to Terms and Conditions and Assignment

45. BridgeUp may at its sole discretion amend or restate the Terms and, or, implement new Terms. You are recommended to periodically review these Terms and the for the most recent version. Such changes will be effective immediately upon being published on the Platform. Your continued access to the Platform will indicate your acceptance of the last version of the Terms and the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>) as published on the Platform. If you do not agree to the change(s) made to the Terms and, or, the Privacy Policy accessible at (<https://bridgeup.com/privacy-policy/>), you must immediately cease your access to the Platform.

Contact Us

46. To find more information about service offerings of BridgeUp or if you need assistance for accessing the Platform, you may reach out to us at contact@bridgeup.com.

The Terms and Conditions were last updated on 01 Oct 2021 at 10:30