

SANKASH TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING THE SANKASH WEBSITE OR USING THE SANKASH SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND SANKASH PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE SANKASH WEBSITE OR USE THE SANKASH SERVICE. THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. Agreement

1.1. The Parties to this Agreement.

These Terms of Service describe a contractual relationship ("Agreement") between you ("you" or "your") and Sankash Private Limited (including its subsidiaries, affiliates, agents, and assigns) ("Sankash," "we," "us," "our"), regarding your use of this website ("Website") or the Sankash mobile application (the "App"), your use of the service(s) offered through the Website or App, and your access to your Sankash account information and service through the Website or App (collectively, the "Sankash Service(s)" or "Service(s)").

1.2. Changes to this Agreement.

Sankash may unilaterally decide to change this Agreement from time to time, provided, however, that such changes will not impose additional obligations on you with respect to actions you took before the change became effective unless you specifically agree to such changes. Additionally, YOU AGREE TO ACCEPT ANY CHANGES TO THIS AGREEMENT BY USING THE SANKASH SERVICES AFTER CHANGES HAVE BEEN POSTED. If Sankash makes any changes to this Agreement that it deems to be material, Sankash will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Agreement posted to our website from time to time to see if it has been changed.

1.3. Your Eligibility.

To be eligible to use the Services, you must be at least 19 years old and a resident of the India. You represent and warrant that you are eligible to use the Services.

2. Services.

2.1 Sankash Services Description

2.1.1. Sankash Lending Service. Sankash Lending Service is a closed-end instalment loan product with standard terms of 2 to 6 months offered by any of the associated financing entity ("Lender") through Sankash's technology platform. Loan term options may vary based on purchase price and merchant. Sankash Lending service allows you to buy goods or services offered by merchants ("Merchants") for personal use. If you agree to use Sankash Lending service, Lender will pay the Merchant on your behalf in exchange for your promise to repay the same amount plus a finance charge as determined by your creditworthiness.

2.1.2. Sankash Credit Check Service. Sankash offers technology platform to check the creditworthiness of a buyer of goods and services through a merchant. This enables the

merchant to offer a deferred payment plan (by whichever name it may be called) to you which allows you to make payment for purchased product in monthly instalments. Instalment term options may vary based on purchase price and merchant. If you agree to use Sankash services, merchant may offer you a deferred payment plan in exchange for your promise to repay the same amount plus a service charge as determined by the Merchant.

2.1.3. Your Promise to Pay: Before completing any transaction on your behalf through any Sankash Services, Sankash will secure your promise to pay by disclosing the terms and conditions applicable to that transaction (including the interest rate, finance charges, service charges, payment terms, late payment fee etc.) and securing your affirmative consent to those terms for that transaction, including your promise to pay the Total Payments amount to Lender or its assigns, by asking you to click the button to confirm your loan.

2.1.4. You hereby acknowledge that Sankash or the Lenders are not affiliated or do not endorse any particular Merchant. Sankash provides its services on platforms of Merchants on a non-exclusive basis. You hereby undertake and affirm that any transaction entered into by you for goods or services offered by any Merchant is being undertaken by you at your sole discretion and risk and is subject to the terms and conditions agreed between you and the Merchant.

2.1.5. You hereby agree that Sankash and the Lender shall not be liable for any breach of the obligations of the Merchant.

2.1.6. You further agree and acknowledge that upon your instructions once Sankash or the Lender releases funds to the Merchant on your behalf, you are liable to repay the loan amount to the Lender irrespective of any breach of obligations by the Merchant or any deficiency of goods or services to be provided by the Merchant.

2.1.7. Delays in Processing: In some cases when you attempt to use Sankash services to make a purchase, the transaction may be held as pending or be otherwise delayed for processing and confirmation by either Sankash or the merchant and can be cancelled at any time until it is confirmed by Sankash.

2.2. Cancelling Transactions.

Sankash may choose not to provide service to you or to specific merchant sites at any time for any reason, including but not limited to, your creditworthiness, your history of transactions on our site, the merchant's account history or any other reason. Sankash may cancel transactions at any time before a Merchant delivers any goods or services if you violate any term of this Agreement.

2.3. Collecting Information About You.

By using the Sankash Services, you authorize Sankash, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. We may also ask you for identifying documents to help us validate your identity. Sankash reserves the right to close, suspend, or limit access to your account and/or the Services in the event we are unable to obtain or verify this information.

2.4. Credit Report Authorization and Reporting.

You expressly authorize Sankash Private Limited and the Lender to obtain consumer reports from consumer reporting agencies about you (1) when you apply for a deferred payment plan or loan or any other similar service, (2) periodically throughout the term of your payment plan or loan (including in the month following the month when you pay off or otherwise satisfy the payment or loan) and (3) periodically in connection with any other services you may obtain from us. You expressly authorize us to use the information that we obtain from such reports to, among other things, market Sankash's current and future products and services to you (both during and after the term of your deferred payments or loan and the term of any other services you may obtain from us or the Merchant), provide you with other services (such as financial management tools) you may request, make decisions related to the servicing and collection of your account, measure how the creditworthiness check done by us on behalf of a Merchant and the loan you obtained through us impacts your credit, perform other statistical analysis, and share information with you about your credit profile.

You also authorize Sankash to access and retrieve your financial and personal information maintained online by third party institutions (e.g. banks) with which you have pre-existing relationships. Sankash works with financial institutions and other third-party service providers to retrieve financial and other information for the purpose of providing the Sankash Services. However, Sankash is not obligated to review this information for any purpose other than for providing Sankash Services, including but not limited to accuracy. It is entirely your responsibility to ensure the accuracy, completeness and timeliness of any information required by us or any third-party service providers in connection with any of the Sankash Services.

You understand that Sankash may report information about your loan (such as on-time, late, and missed payments; any defaults; and the fact you paid off your loan) to credit reporting agencies.

2.5. Collection.

You agree to allow Sankash to send you payment reminders from time-to-time in addition to any reminders you may be receiving from the Merchant. You agree that payment reminders may take the form of any available communication.

2.6. Communication & Notification.

You agree that Sankash may provide you communications about your account and the Sankash Service electronically or through phone calls or in writing. Any electronic communications will be considered to be received by you within 24 hours of the time we email it to you or otherwise send it to your attention (such as via SMS or other online or mobile notification). We may assume you have received any communications sent to you by postal mail 3 business days after we send it.

If we need to contact you to service your account, you give direct consent to us, as well as service providers, agents, contractors and collectors of your account, to communicate with you in any way, such as calling, texting, or email via:

- a mobile phone or landline you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours),
- any email address you provide to us or one of our merchants,
- automated dialer systems and automatic telephone dialing systems,
- pre-recorded or artificial voice messages and other forms of communications.

You also agree that these communications are not unsolicited for purposes of any state or central law, and you understand that this may result in additional mobile, text message, or data charges.

You understand and agree that Sankash may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Sankash or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Sankash may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Sankash, and Sankash does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

2.7. Working with Third Parties.

If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your account, either through your use of the third party's product or service or through your Sankash account, you acknowledge that Sankash may disclose the information about your account that is authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Sankash responsible for, and will indemnify Sankash from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

3. User Obligations

3.1. Agreement to Provide Accurate Information.

When you provide information to Sankash or in connection with the Sankash Services, you agree to provide only true, accurate, current and complete information about yourself and you agree not to misrepresent your identity or your account information. You further agree to keep your account information up to date and accurate.

3.2. User Responsible for Fees.

If you use the Sankash Services, you are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge.

3.3. Repayment Methods.

3.3.1 For Sankash Lending Service. You will be solely responsible for making necessary payments to the Lender through any acceptable methods of payment as per the Lender Terms.

3.3.2. For Sankash Credit Check Service. You are solely responsible for making necessary payments to the Merchant by such payment methods as may be available with the Merchant or on the Merchant website.

3.4. Access to Your Account.

You are responsible for maintaining the secrecy of the login credentials to your Sankash account. You agree to establish reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your information. Your credentials include your username and password to your Sankash account and to any third-party account you have used to login to your Sankash account. You are also responsible for maintaining the accuracy of the information in your Sankash account.

3.5. Website & App Content.

The information on the Sankash website and App is for information purposes only. It is believed to be reliable, but Sankash does not make any promises as to its completeness, timeliness or accuracy. The information and materials contained in the Website, and in this Agreement, are subject to change without notice.

Access to the Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- servers, networks, hardware failure (including your own computer), telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service; strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Sankash.

3.6. Links to Other Websites.

Links to non-Sankash websites are provided solely as pointers to information on topics that may be useful to users of the Services, and Sankash has no control over the content on such non-Sankash websites. Sankash makes no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does Sankash warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a website not controlled by Sankash, you must do so at your own risk. Sankash does not guarantee the authenticity of documents on the Internet. Links to non-Sankash websites do not imply any endorsement of or

responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites.

3.7. Closing Your Account.

You may request to close your account at any time by contacting us at contact@sankash.in. Your request may take up to 30 business days to process. Upon account closure, we will cancel any pending transactions unless otherwise legally prohibited. You may not close your account to evade an investigation. You will remain liable for all obligations related to your account even after the account is closed. Sankash will retain your information in accordance with our Privacy Policy and any applicable law, rule or regulation.

3.8. Dormant Accounts.

Sankash may close your account if you do not log in to your account or use the Sankash Services for two or more years. Sankash will retain your information in accordance with Section 3.7 above.

3.9. Feedback You Provide.

If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

4. User restrictions

By using the Sankash Services, you agree that:

- You will not engage in any activities related to the Services that violate any applicable law, statute, regulation, or ordinance or breach this Agreement or any other agreement or policy you have with Sankash;
- You will not provide false, inaccurate or misleading information;
- You will not provide information belonging to any person other than yourself or use an account that belongs to another person for yourself or on behalf of another person;
- You will not use the Services to purchase any illegal items or conduct any illegal activities or transactions;
- You will not use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data or personal information from the Services;
- You will not commit unauthorized use of Sankash's Website and systems including but not limited to unauthorized entry into Sankash's systems, misuse of passwords, or misuse of any information posted to a site; and
- You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

- You will not use the Services to make payment(s) on an existing Sankash loan(s). Unless otherwise expressly permitted by Sankash, you will not use the Services for the purpose of payment for an existing loan(s) from another institution;

5. Dispute resolution

5.1. Disputes with Sankash.

If a dispute arises between you and Sankash, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute we encourage you first to contact Sankash at contact@sankash.in to try resolving your problem directly with us.

This Agreement and any obligations resulting from it will be subject to the substantive, procedural and each applicable laws of India. In the event of a difference in opinion, an amicable solution should be sought before the case is brought to court. If, however, a judicial procedure cannot be avoided, Gurgaon shall be deemed to have been agreed upon as the sole place of jurisdiction.

6. Miscellaneous

6.1. Operations.

Sankash operates and controls the Services from its offices in India. Sankash makes no representation that the Services are appropriate or available in other locations. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Sankash to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Service are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, Sankash or any other website or source. The privileges granted to you under these Terms of Service will terminate immediately and automatically without notice from Sankash if, in our sole discretion, you fail to comply with any term or provision of these Terms of Service. Neither the course of conduct between the parties nor trade practice will act to modify these Terms of Service. You may not assign these Terms of Service without Sankash's prior written consent, but Sankash may assign these Terms of Service and its rights and obligations hereunder to any party at any time without any notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Sankash's request, you will furnish Sankash any documentation, substantiation or releases necessary to verify your compliance with these Terms of Service. You agree that these Terms of Service will not be construed against Sankash by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

6.2. Enforceability and Governing Law.

The failure of Sankash to exercise or enforce any right or provision of these Terms of Service does not constitute a waiver of such right or provision. These Terms of Service constitute the entire agreement between you and Sankash with regard to your use of the Sankash Services and any previous Terms of Service that may exist between you and Sankash is hereby superseded. These Terms of Service cannot be changed or modified by you except as posted on the Services by Sankash. If any provision of this Agreement is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of India govern your access to, and use of, the Services and the terms of this Agreement.

6.3. Intellectual Property.

All content, design, graphics, compilation, translation, digital conversion and other matters to the Services are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and owned by Sankash or its affiliates. The copying, redistribution, use or publication by you of any part of the Services, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

6.4. Trademark.

"Sankash" is the marketing name for certain financial services activities of Sankash as operator of the Services. "Sankash" is a trademark of Sankash. Other featured words or symbols may be the trademarks of their respective owners.

6.5. Indemnification.

You agree to indemnify, defend and hold Sankash and its Affiliates harmless from any liability, including reasonable attorneys' fees, related to your use of the Services or any violation of these Terms of Service.

6.6. DISCLAIMER OF WARRANTY.

SANKASH AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT (i) THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES OR (ii) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE WEBSITE, APP OR SERVICES. SANKASH AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SANKASH AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.

6.7. LIMITATION OF LIABILITY.

SANKASH AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY PRODUCT AVAILABLE FROM OR THROUGH THE WEBSITE OR THE USE OF THE SERVICES. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, SANKASH AND ITS AFFILIATES ARE NOT LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR ARE SANKASH AND ITS AFFILIATES LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. NEITHER SANKASH NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

6.8. No Third-Party Beneficiaries.

This Agreement is between you and Sankash. No user has any rights to force Sankash to enforce any rights it may have against you or any other user.

7. Lender Terms

In case you avail Sankash Lending Service, you will also be subject to Lender Terms of Service and Lender Privacy Policy apart from the terms and conditions of the Loan Agreement which you will enter into with the Lender ("Lender Terms"). In case such Lender Terms are inconsistent with the terms provided herein, the Lender Terms will prevail.