

# UNIP2P Platform Terms and Conditions

This document is an electronic record in accordance with the Information Technology Act, 2000 and rules, as amended from time to time.

You acknowledge that You have read and understood these **"Terms"**. These Terms will be applicable on such persons or entities accessing the **"Website"** and using **"Services"** managed and operated by Uni P2P Platform Private Limited (*formerly known as OHMY Technologies Private Limited*), a company registered under the Companies Act 2013 with registered office at Indiqube-Sigma, 3rd Floor, 3/B, Nexus, 1A Block, Koramangala, Bengaluru- 560034, Karnataka (hereinafter referred to as **"UNIP2P"** or **"Us"** or **"We"**). If you do not agree with any of these Terms, including any future modifications to these Terms, You must immediately cease accessing and/or using the Website and Services. UNIP2P shall have the right to modify these Terms at any time and publish the same on the Website/Platform. It is your responsibility to check this page periodically for changes. Following the posting of any changes, your continued use of or access to the Website or the use of Services constitutes acceptance of such revised terms of use.

UNIP2P is a registered non-banking institution which carries on the business of a Peer-to-Peer Lending Platform as per the existing regulations of the Reserve Bank of India (RBI) and its products and services are regulated by the RBI at present.

Any information, projection or assumption included on this Website/Platform is not intended to give you any legal, financial, taxation or other professional advice and should you propose to use any of the products or services described on this Website or otherwise deal with UNIP2P, you are strongly advised to obtain appropriate independent professional advice before proceeding.

Your acceptance of these Terms will operate as a binding agreement between You and UNIP2P, in respect of your use of the Services and the Website.

## 1. Definitions

All of the defined and capitalized terms in these Terms will have the meaning assigned to them here below:

- i. **"Account"** means the account created by the User on the Website for the Services and includes the borrower account and the lender account (as applicable).
- ii. **"Applicable Laws"** means and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties and regulations, in force at the relevant time in India.
- iii. **"Group Company(ies)"** means the affiliates and subsidiaries of UNIP2P.
- iv. **"Intellectual Property Rights"** means patents, trademarks, trade names, service marks, service names, logos, internet domain names, corporate names, rights in designs, copyright (including right in computer software) and moral rights, database rights, semiconductor topography rights, utility models, formulae, processes, trade secrets, proprietary information, rights in knowhow and other intellectual property rights, in each case, whether registered or not and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- v. **"Loan Agreement"** the loan agreement to be executed between the borrower or lender for granting and availing the loan.
- vi. **"Platform"** means the digital platform provided by UNIP2P or facilitated by UNIP2P's third-party partner through which Users can access and use the Services.
- vii. **"Privacy Notice"** shall mean the privacy policy of UNIP2P appended to these Terms.
- viii. **"Service(s)"** shall have the meaning ascribed to the term in Section 3.
- ix. **"User"** means any person who accesses, and uses the Website/Platform for availing the Services and shall include the borrower or lender approved by and registered with UNIP2P (hereinafter referred to as **"You"** or **"your"**).
- x. **"User Data"** shall mean all data or other materials including without limitation, credit information and personal information pertaining to the borrowers and lenders that may be shared on the

Website/Platform by Users through the User Account or in connection with User's participation in the Services.

- xi. **"Website"** means this <https://www.unip2p.in/>.

## 2. Eligibility

- 2.1 All Users are required to register with UNIP2P as either a lender or borrower by accepting the relevant Loan Agreement.
- 2.2 In order to use the Website and Services, you acknowledge and represent that: (i) You are 18 years of age or older; (ii) You are capable of entering and authorized to enter into a legally binding agreement; (iii) You are not barred or otherwise legally prohibited from accessing or using the Website or Services under Applicable Laws; (iv) You are a tax resident of India with an active Indian mobile number and bank account; and (v) You are eligible to lend and borrow in India as per all applicable laws and regulations and are a citizen of India or in the case of a corporation, incorporated in India.

UNIP2P has the right to refuse the application of any User without incurring any liability.

## 3. Services

- 3.1. UNIP2P is not in the business of lending money or providing loans and is merely a platform enabling prospective borrowers and lenders to directly enter into loan transactions with one another as authorized under applicable RBI regulations and guidelines as well as providing services that are incidental, ancillary or connected therewith to prospective borrowers and lenders (**"Services"**).
- 3.2. Participation in the Service is subject to the following:
- (i) All lending and borrowing on the Website or through the Platform will be subject to the terms of the Loan Agreement made available on the Website and/or Platform.
  - (ii) To participate in the Services, you may be required to complete your Know Your Customer (KYC) verification. The borrowers are responsible to ensure that the KYC details shared with the lenders are current and accurate. You also agree to the collection and storage of information shared while participating in the Services by UNIP2P and disclosure to its partners facilitating the Services or any other person, as deemed necessary for the purposes mentioned herein or in connection with the Service.
  - (iii) In order to complete the onboarding journey, User agrees and acknowledges that you have accepted the Loan Agreement (as applicable) linked during the process and that the said Loan Agreement shall govern your relationship with the lender/borrower as applicable.
  - (iv) Lender agrees and acknowledges that the Services do not include any guarantee of any return on your investment and any return displayed on the Website or Platform is only an indicative return and not guaranteed by UNIP2P.
- 3.3. You shall participate in the Services only as permitted by UNIP2P and in accordance with Applicable Laws. UNIP2P does not make any representation that your loan requirement will be satisfied or that the loan will be recovered and will not be liable for any loss incurred by you as a result of your participation in the Services.

## 4. UNIP2P Account

- (i) You can register as a User by providing necessary information that we may deem fit and may require from time to time. This will be communicated to you on the Website/Platform. You understand and agree that you are responsible for the accuracy of the information you provide for account creation. We shall bear no liability for false, inaccurate, or incomplete information provided by you.
- (ii) Please note that we reserve the right to terminate or suspend your account at any time, if any information provided by you is false, inaccurate, or incomplete or if we discover that you are not eligible to participate in the Services or for any other reason that we deem fit and we are not obliged to provide you the reasons for such termination or suspension. Note that in case of any change or modification in the information provided by you, please inform us immediately.

- (iii) You agree that the information provided by you will be used to determine your eligibility to participate in the Services. Further, the information shared by you may also be shared with third parties for determining your eligibility to use third party services, as and when required.
- (iv) You will receive identification and password for your account. Please keep your account details confidential. We shall not be liable for any loss that you may incur as a result of someone else using your password or account or accessing your device, either with or without your knowledge. You will be responsible for all the activity on your Account. Your Account is non-transferable and is not capable of being transferred to anyone else. We shall not be liable for any claims, damages, liabilities etc. that may be suffered by you or any third party as a consequence of any unauthorized use of your Account, and you shall be solely liable for the same.
- (v) You hereby agree and consent to using the Account, Website/Platform and Services in accordance with Applicable Laws and only for its intended purpose.
- (vi) You understand that we have the right, at all times, to disclose your information as necessary to comply with Applicable Laws, or any valid government/other authority's request.
- (vii) We may establish general practices and limits concerning the use of Services. We reserve the right to change, suspend or discontinue any aspect of Website or Services at any time, without notice and without liability.
- (viii) We do not warrant that the functions contained in the Website will be uninterrupted or error free, and we shall not be responsible for any interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of transactions).
- (ix) We may, directly or through service providers, monitor your transactions for high-risk practices or for fraudulent transactions. UNIP2P retains the right to suspend your Account, if we believe that there is suspicious or unusual activity on your Account.
- (x) Note that we retain the right to reject a transaction and/or settlement of payments at our sole discretion, for reasons including but not limited to risk management, suspicion of fraudulent, illegal, or doubtful transactions, selling of prohibited items, etc.
- (xi) UNIP2P may be required to undertake action on the Account as per directions from a statutory or governmental authority.

## **5. Closing Account**

You shall continue to be registered with UNIP2P unless you request closure or deletion or deactivation of your User Account. However, it is clarified that UNIP2P can suspend/ terminate your account at its sole discretion for any reason whatsoever. Upon closure or deactivation, you will no longer be allowed to use the Services.

## **6. Charges**

If you are a lender, the net return you make on the Platform will be calculated post deduction of all costs incurred by UNIP2P in facilitating the loan provided by you via the Platform. If you are a borrower, please refer to the Loan Agreement or any associated documents for charges applicable on you.

You also agree and acknowledge that you may be required to pay any other charges/fees as per the terms and conditions available on the Website/Platform or any onboarding documents provided to you.

## **7. User Restrictions**

User may only use the Website and Services in accordance with these Terms. User further agrees not to use the Website and Services: (i) to process data on behalf of any third party; (ii) in violation of applicable law including the Master Directions - Non-Banking Financial Company – Peer to Peer Lending Platform (Reserve Bank) Directions, 2017 and any amendments thereto; (iii) to store or transmit any content that infringes upon any third party's intellectual property rights; or (iv) for competitive intelligence or performance benchmarking purposes.

In addition, User will not: (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Website available to any third party; (vi) falsely imply any sponsorship or association with UNIP2P; (vii) decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Website (viii) host, display, upload, modify, publish, transmit, update or share any information or item that belongs to another person and to which you do not have any right or is grossly harmful, harassing, blasphemous, defamatory, obscene, or pornographic.

## 8. Data and Privacy

- 8.1 UNIP2P may disclose to the lender (a) details about the borrowers including personal identity, required loan amount, interest rate sought and credit score as arrived by UNIP2P; and (b) terms of the loan, including likely return, fees and taxes.
- 8.2 UNIP2P may disclose to the borrower (a) details about the lenders including proposed amount, interest rate offered but will not disclose personal identity and contact details.
- 8.3 User is solely responsible for the accuracy, content, and legality of all User Data. You warrant that you have and will have sufficient rights in the User Data to grant the rights to UNIP2P under these Terms. User Data is User's Confidential Information under these Terms.
- 8.4 You agree and specifically consent that we may collect, store, share and use your personal data and any communications made through the Website, in accordance with Applicable Laws and our Privacy Notice. The Privacy Notice explains how we treat your data and protect your privacy.
- 8.5 Notwithstanding anything to the contrary in these Terms, UNIP2P may collect and use any data that is derived from your participation in the Services that is anonymized and aggregated such that such data could no longer directly or indirectly identify User, or any natural person ("**Usage Data**") to operate, improve and support the Service and for other lawful business practices, such as analytics, benchmarking and reports.
- 8.6 You hereby expressly consent to receive communications from us or from any person authorized by us via agreed upon communication channels. You agree that any such communication will not amount to spam, unsolicited communication or a violation of your registration on the national do not call registry. You may opt-out of receiving such communication at any time.

## 9. Intellectual Property

- 9.1 As between the parties, User and its licensors retain all right, title, and interest (including any and all Intellectual Property Rights) in and to the User Data and any modifications made thereto. Subject to the terms of these Terms, User hereby grants to UNIP2P and its Group Companies a non-exclusive, worldwide, royalty-free right to process the User Data solely to the extent necessary to provide the Services and maintain or improve the Website and perform all related obligations owed to User under these Terms, or as may be required by law.
- 9.2 UNIP2P and its licensors retain all right, title, and interest in and to the Website, Services and Usage Data (defined below). UNIP2P is the sole owner of the name the Website, and all source code, object code, software, content, copyrights, trademarks, patents and other intellectual property related thereto or included therein. UNIP2P may freely use and incorporate into its products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by User relating to its products or services. We do not grant you any rights to the Intellectual Property Rights in the Website or Services. Nothing contained herein shall authorize you to use, apply, invade or in any manner exploit or infringe the Intellectual Property Rights of UNIP2P without prior written consent.
- 9.3 **Updates.** We may update the Services and Website from time to time and you may receive notifications of updates. Any updates to the Website are subject to these Terms. User agrees that its access and use of the Website is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written comments made by UNIP2P with respect to future functionality or features.

## 10. Confidentiality

Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms, and will disclose such Confidential Information solely: (i) to those of its respective employees, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (iii) as reasonably necessary to comply with any applicable law or regulation. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered prior to these Terms that would purport to address the confidentiality of any information shared by the parties, including Personal Information, and such agreement will have no further force or effect with respect to the foregoing. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 11. Third Party Services

We do not take responsibility or liability for the actions, products, content, and services on the Website which are linked to third-party web applications, platforms etc. using our APIs or otherwise. In addition, we may provide links to the third-party web-applications, platforms etc. and certain other businesses on the Website. We assume no responsibility for examining or evaluating the products and services offered by such third parties.

## 12. Grievances

We are not obligated to mediate disputes between You and another User. We can assist in enabling communications regarding a dispute. In case of any complaint regarding the Services, please contact us using the below methods:

Grievance Redressal Officer : Khwaja Sab Dharwad

Email Id : gro@unip2p.in

Phone Number : 080 6821 6821 (Select UNIP2P)

You may also write to care@unip2p.in in case of any issues.

## 13. Disclaimer

Except for our role as provided under these Terms, We are not involved in any underlying transaction between a borrower and a lender or any other third party and shall not be liable for any disputes arising between such parties.

The Website and Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement, or completeness. No advice, results or information obtained from you through the Services shall create any warranty not expressly provided herein.

## 14. Indemnity

You agree to indemnify, defend, and hold harmless UNIP2P and its and their directors, officers, employees, and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims including third party claims, demands, causes of action, debt, or liability, including reasonable attorney fees, arising out of or relating to:



- (a) Your use of the Website or Services.
- (b) Breach of a third party's intellectual property rights.
- (c) Any breach by you of these Terms or Applicable Laws.

## 15. Limitation of Liability

**SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, IN NO EVENT WILL UNIP2P BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY. UNIP2P'S AGGREGATE LIABILITY AND THAT OF ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE WEBSITE/SERVICES AND ANY OTHER ITEM PROVIDED PURSUANT TO THESE TERMS WILL NOT EXCEED AN AMOUNT EQUAL TO INR 50,000/- (INDIAN RUPEES FIFTY THOUSAND ONLY). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE USER FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.**

## 16. Termination and Suspension

- 16.1 **Term.** These Terms are effective as of the Effective Date and will continue until terminated by either party.
- 16.2 You may terminate these Terms with prior written notice of thirty (30) days for any breach that has not been cured by UNIP2P within thirty (30) days of receiving notice.
- 16.3 UNIP2P reserves the right to terminate or suspend the Services to you and/or to sever its relationship with you, at any time, for any cause, including, but not limited, to the following:
  - (a) For any suspected violation of the rules, regulations, orders, directions, notifications, laws, statutes, from time to time.
  - (b) For any violation of the Loan Agreement.
  - (c) For any breach or suspected breach of these Terms.
  - (d) If you indulge in any abusive or aggressive or threatening behaviour or any intimidation or harassment of any kind (be it verbal, physical, or written) against any employee / representative /agent of UNIP2P or other User; and
  - (e) As required as per applicable regulations.

## 17. Miscellaneous

- 17.1 **Governing Law and Jurisdiction:** These Terms will be governed by the laws of the India without regard to conflict of laws principles. The parties hereby submit to the exclusive personal jurisdiction of the courts of Bangalore for any claims or dispute relating to these Terms.  
  
In case of any differences, disputes or disagreements between you and UNIP2P ("**Dispute**"), parties shall attempt to amicably resolve such dispute within 30 days from the date on which such Dispute arose. In case parties are unable to amicably resolve the Dispute, the Dispute may, at both parties' option, be referred to arbitration by a sole arbitrator appointed jointly. The seat of arbitration shall be Bangalore and the language of arbitration shall be English.
- 17.2 **Tax Liability:** You hereby agree to comply with all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with payments made through the Website or funds/income received through the Services.
- 17.3 **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, UNIP2P may assign these Terms in its entirety, but on written notice and without the Users consent to its Group Company or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section will be null and void.

- 17.4 **Cumulative Rights.** The rights and remedies of UNIP2P provided in these Terms are not exclusive but are cumulative upon all other rights and remedies to the full extent allowed by law.
- 17.5 **Force Majeure:** For purposes of these Terms, ("Force Majeure Event") means any event or circumstance, regardless of whether it was foreseeable (including without limitation an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); criminal, revolutionary, or terrorist activity), that: (a) was not caused by a party and, (b) prevents UNIP2P from complying with any of its obligations pursuant to these Terms. If a Force Majeure Event occurs, UNIP2P will be excused from performing those obligations rendered un-performable by the Force Majeure Event. During a Force Majeure Event, UNIP2P shall use reasonable efforts to limit damages and to resume its performance pursuant to these Terms.
- 17.6 **Notice:** All notices to be provided by one party to the other under these Terms may be delivered in writing by: (i) nationally recognized overnight delivery service or mail to the mailing address provided by the party; or (ii) electronic mail to the e-mail address provided for User's Account. The address for a notice to UNIP2P is No.3, B Nexus, 3rd Block, Koramangala 1A Block, SBI Colony, Koramangala, Bengaluru, Karnataka 560034 with a copy to [care@unip2p.in](mailto:care@unip2p.in) by electronic mail. All notices will be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a courier as permitted above.
- 17.7 **Survival:** Sections 8 (*data and privacy*), 9 (*intellectual property*), 10 (*confidentiality*), 12 (*grievance*) 15 (*limitation of liability*) 16 (*termination*), 17.1 (*governing law*) will survive any termination of these Terms. Termination of these Terms will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.
- 17.8 **Entire Agreement:** These Terms, together with the Privacy Notice and Supplemental Terms, constitutes the entire agreement between the User and UNIP2P with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and UNIP2P with respect to Services.