

Terms and Conditions

Effective date: 15th May 2025

These Terms and Conditions govern your access to and use of the web and mobile technology platform (“Platform”) owned and operated by RKSV Securities Private Limited (“**Upstox**”), through which you may access various financial services, including credit-related products offered by partner banks and NBFCs (“Credit Facilitation Services” or “CFS”).

By accessing or using the Upstox platform (collectively referred to as the “Platform”), whether as a registered user or otherwise, **you (“User” or “you”)** acknowledge that you have read, understood, and agree to be bound by these Terms, along with our Privacy Policy and any other applicable policies or notices.

If you do not agree to these Terms, you are requested not to access or use the Platform or any related services.

For the purposes of these Terms, **“we”, “our” or “us” refers to Upstox and any third-party** service providers engaged by us to support the delivery of services on the Platform. “You” or “User” refers to any individual who accesses or uses the Platform and meets the eligibility criteria described herein.

1. TERMS AND CONDITIONS

Upstox reserves the right to modify, update, or replace these Terms at its sole discretion at any time. Any changes to the Terms will be reflected on the Platform, and your continued access or use of the Platform following such changes shall be deemed to constitute your acceptance of the modified Terms. We encourage you to review these Terms periodically to stay informed of any updates.

2. PURPOSE

The Upstox Platform provides a unified digital interface for users to access a range of financial services, including loan products offered by regulated financial institutions such as banks and NBFCs. User can avail loans by completing the entire application process on the Platform itself. Further, the disbursement of the loan is carried out by the respective lending partner, and repayment features may be made available in future updates.

3. SERVICES

Upstox will make reasonable efforts to connect you with a Lending partner that aligns with your credit profile. By entering into the Credit Facilitation Agreement, you agree to the terms of the credit or loan facility offered by the selected lending partner. While Upstox provides access to a network of regulated financial institutions through its

Platform, we do not guarantee that a particular partner will meet your expectations or approve a loan. The sanctioned credit limit is determined exclusively by the lending partner based on its internal assessment. All details regarding the approved limit and terms will be reflected in your Upstox account. Any loan disbursement under this facility remains at the sole discretion of the lending partner, subject to their verification and applicable terms as outlined in the Credit Facility Agreement and on the Platform.

Upstox shall provide the following facilities to you (“Services”):

- i. Facilitate the credit facility from the lending partner and to enable execution of the Credit Facility Agreement with such partner;
- ii. To create and maintain your account in connection with the Services offered on the Upstox Platform.
- iii. Upstox acts solely as a technology and service partner to its registered lending partners. Upstox does not, at any point, represent itself as a lender. All terms related to your loan facility are contained in the Loan Agreement entered into between you and the respective lending partner. Upstox may also assist users in obtaining their credit reports through authorized agents integrated with the Platform.

Upstox reserves the right, at its sole discretion, to (i) introduce new services, (ii) modify existing services, or (iii) discontinue any part of the services, without prior notice. In providing these services, Upstox may use and share your information with multiple financial institutions and relevant third parties as required to identify suitable credit options. This may include running credit checks to find the best available offers. Collection, use, and sharing of your information shall be governed by Upstox’s Privacy Policy.

4. ACCOUNT ACTIVATION

- i. To be eligible to access and use the Services on the Upstox Platform, you must be an Indian citizen or resident, at least 18 years of age, possessing a valid and active mobile number and bank account. You must also have the legal capacity to enter into binding contracts under Applicable Law and agree to comply with these Terms.
- ii. In order to create your user account (“**Account**”) on the Platform and access the Services, you will be required to submit certain personal and financial information. This may include your name, contact details, address, identity verification documents (such as Aadhaar and PAN), and bank account information. Failure to provide accurate and complete information may result in denial of access to the Services.
- iii. To avail credit-related or other regulated financial services offered by our partner Regulated Entities (“REs”), you may be required to complete Know Your Customer

(“KYC”) verification. KYC will be conducted in accordance with Applicable Laws and the respective RE’s terms. Non-submission or failure in verification may restrict your access to some or all Services on the Platform.

- iv. You acknowledge and consent that Upstox will maintain your personal and transactional data securely and in accordance with our Privacy Policy. This data may be shared with third-party service providers and partner financial institutions strictly for the purposes outlined in the Privacy Policy. By using the Platform, you provide explicit consent for such data collection, processing, and sharing.
- v. You further authorize our Partner REs to retrieve your KYC information from the Central KYC Registry (CKYC). In cases where CKYC data is unavailable or incomplete, you consent to the Partner REs accessing such KYC details from their group, subsidiary, or associate companies, as may be necessary for Service delivery.

By registering on the Upstox Platform, you agree to abide by these Terms and Conditions. Any breach of these Terms, or misuse of the Platform, may lead to suspension or termination of your Account, deletion of your information or access restrictions at the sole discretion of Upstox, including but not limited to instances where it is determined that you are below 18 years of age.

5. **DISCLAIMER**

Upstox disclaims any liability regarding credit information accessed from credit bureaus on your behalf. Further, Upstox does not itself offer any regulated financial services directly to users.

- i. Upstox does not guarantee that the credit information retrieved as part of its Services — including credit reports — reflects the same data or interpretation that third parties may rely on when assessing your creditworthiness or determining eligibility for financial products.
- ii. Upstox does not independently generate or provide any credit information. Our role is limited to acting as your authorized representative to retrieve credit data from authorized credit bureaus. We accept no liability for the accuracy, completeness, or relevance of such credit information, nor for any consequences arising from the actions or omissions of the credit bureaus themselves.

Upstox operates solely as a technology service provider and does not offer or represent any regulated financial services in its own capacity.

6. **SUPPORT**

Basic support for the Services shall be provided by Upstox. Upstox shall also use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a

week, except for (i) planned downtime (of which Upstox shall give at least 4 hours' notice); or (ii) any unavailability due to circumstances beyond Upstox's reasonable control.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- i. You acknowledge that the information and services offered through the Upstox Platform are intended solely for users within India and do not constitute an offer, solicitation, or invitation to buy or sell any financial product or service in any jurisdiction outside India.
- ii. You represent and warrant that all information, documents, and data provided by you to Upstox through the Platform are true, accurate, complete, and up to date..
- iii. You authorize Upstox and/or its partner financial institutions to make necessary inquiries with third-party financial service providers, credit bureaus, banks, mutual fund RTAs, brokers, or depositories to access your credit history, financial standing, or investment details, as may be required for delivering the Services on the Platform. Additionally, during third-party inquiries, such as with credit bureaus and mutual fund RTAs, OTP consent will be obtained as part of the process.
- iv. You agree not to engage in any activity that violates applicable laws or the terms of any agreements entered into with Upstox or its partners. This includes, but is not limited to: (a) creating multiple or fraudulent accounts; (b) impersonating another person or entity; or (c) using the Platform for any unlawful, harmful, or immoral purposes.
- v. You acknowledge that Upstox reserves the right to remove, restrict, or block access to any information on the Platform that is found to be in violation of these Terms and Conditions or applicable laws.
- vi. You understand and accept that Upstox is a technology and facilitation platform and does not itself provide any regulated financial services. Accordingly, you agree to use the Services at your own discretion and risk. You further agree to indemnify and hold harmless Upstox, its affiliates, officers, directors, employees, and agents against any losses, damages, claims, or liabilities arising out of your use of the Platform, violation of these Terms, or breach of any applicable laws.

8. YOUR RESPONSIBILITIES

- a) You are solely responsible for ensuring that all information you provide on the Platform is true, complete, and current. Submission of incorrect, misleading, or outdated information will be considered a breach of these Terms. If you become aware that any information you've submitted is inaccurate, you must immediately notify the Upstox Grievance Officer or update your details on the Platform.
- b) Not to indulge in any illegal or unauthorised activity, including but not limited to copy, reproduce, sell, redistribute, publish, enter into database, modify, alter,

transfer, transmit, create derivatives from, transfer or in any way exploit in any part of any information, content, material, services available from or through platform, except you download for your own purpose, internal use or non – commercial purpose.

You agree not to misuse the Platform or engage in any unlawful or harmful activity, including but not limited to:

- i. Creating fraudulent, duplicate, or impersonated accounts;
- ii. Uploading or transmitting any material that is obscene, defamatory, infringing, harmful to minors, or otherwise violates applicable laws;
- iii. Infringing intellectual property rights or attempting to gain unauthorized access to systems, user accounts, or data;
- iv. Introducing viruses, bots, or malicious code, or interfering with the Platform's operations;
- v. Publishing or sharing misleading, false, or offensive content;
- vi. Disrupting or undermining the security or integrity of the Platform or its users.

Upstox reserves the right to monitor, suspend, or terminate your access to the Platform if you engage in any activity that violates these Terms or applicable laws

- c) You are responsible for maintaining the confidentiality of your account credentials, device security, and any actions taken using your login. You must ensure your device is updated and secure while accessing the Platform. If you suspect unauthorized access to your account, you must notify us immediately.
- d) You must not interfere with or circumvent the security features of the Platform. This includes attempting to probe or exploit vulnerabilities in our systems or engaging in any activity that may disrupt Platform functionality or compromise user data.
- e) Duty not to use our Registration details, any/or certificates and/or general details thereby inducing public at large to conduct business, trading activities with you.
- f) You are fully responsible for all activities under your account. Upstox shall not be liable for any loss resulting from unauthorized use, whether or not you were aware of such activity. You may be held accountable for any harm or loss caused to Upstox or other users due to negligence in securing your account.
- g) Deletion of the app does not equate to account deactivation. If you wish to deactivate your account, you must follow the formal de-registration process. While your request to delete personal information will be honored as per applicable laws, Upstox may retain certain data if required for legal, regulatory, or operational reasons.
- h) You are strictly prohibited from selling, trading, or otherwise transferring your Upstox account to any third party. You must ensure that all information provided

to Upstox during registration and while using the Platform is complete, accurate, current, and not misleading. You are responsible for promptly updating your account details in the event of any changes. If we determine that any information provided by you is false, incomplete, outdated, or misleading, or if we have reason to suspect such, we reserve the right to restrict or deny access to our Services.

- i) You agree to: i) Immediately notify us of any unauthorized use of your account or any breach of security, and ii) Log out from your account at the end of each session. Upstox will not be liable for any loss you may suffer due to unauthorized access to your account, whether with or without your knowledge. You may also be held liable for losses incurred by Upstox or any third party due to such unauthorized access arising from your failure to secure your credentials. Please note that deleting the Upstox app from your device does not equate to account termination. To deactivate your account, you must follow the formal de-registration process as communicated on the Platform. Upon your written request, we will delete your personal data as per applicable laws. However, Upstox may retain certain information if required under legal, regulatory, or operational obligations. Account deactivation does not absolve you of any outstanding obligations that may exist at the time of such request.

By signing this agreement, you voluntarily, unequivocally, and knowingly consent to Upstox for processing, disclosing, and/or transferring your personal information, investment details, or financial information to third parties (including information that may be classified as "personally identifiable data" under the Information Technology (Resonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or other applicable laws).

9. COLLECTION OF INFORMATION

- a) By accessing and using the Services, you authorize RKSX Securities Private Limited ("Upstox"), either directly or through its authorized third parties, to collect, verify, and process your personal and financial information in accordance with these Terms and our Privacy Policy. This may include making inquiries to validate your identity, confirming ownership of financial accounts or email addresses, or cross-checking your information with third-party databases or other lawful sources. We may also request documentation from you as needed to verify your identity. If we are unable to obtain or validate the required information, we reserve the right to suspend, restrict, or terminate your access to the Platform or any associated Services.
- b) By using the Platform, you consent to Upstox collecting, using, storing, and sharing your personal data for the purposes of providing Services, including assessing your profile for credit facilitation, improving our offerings, and complying with applicable law. You also agree that Upstox may analyze your usage of the Platform to offer personalized Services or partner offers.

- c) You authorize Upstox, its affiliates, business associates, and representatives to communicate with you regarding products and services via calls, SMS, email, WhatsApp, or other electronic means.
- d) Upstox may collaborate with regulated financial institutions, including lending partners, to facilitate your loan application or other services. Your data may also be shared with third-party partners to enable delivery of relevant products or services, subject to applicable laws and consents.
- e) You are responsible for ensuring that all information you provide is true, accurate, current, and complete. Upstox is not responsible for verifying the accuracy of the information submitted by you. In the event of any changes to your details (such as contact or bank account information), you must promptly update your account or inform us through the appropriate channel.
- f) Please note, Upstox is not liable for any loss or damage, including misdirected payments, resulting from incorrect or outdated information provided by you.

10. INTELLECTUAL PROPERTY

All intellectual property rights in and to the Platform and its content—including but not limited to trademarks, service marks, logos, images, graphics, reports, text, software, and source code—are owned by Upstox Securities Private Limited (“Upstox”) or its licensors and are protected by applicable intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform and its content solely for personal, non-commercial purposes, and in compliance with these Terms. You shall not copy, reproduce, distribute, display, create derivative works from, or otherwise use any content on the Platform without our prior written consent. If you wish to use any content for commercial purposes, please contact us using the information provided below.

Any unauthorized use of the intellectual property displayed on the Platform may violate copyright laws, trademark laws, and other applicable regulations.

11. USER ACCOUNT, PASSCODE, AND SECURITY

To access certain features of the Platform, you will be required to create an account (“Account”) and authenticate actions using a one-time password (OTP) or security passcode. You are solely responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account.

You agree to:

- Immediately notify Upstox of any unauthorized use of your Account or security credentials.

- Ensure that you log out of your Account at the end of each session.

Upstox is not liable for any loss or damage resulting from your failure to comply with this clause.

Deleting the App from your device does not constitute account termination. To deactivate your Account and request deletion of your data, you must submit a formal request as per our de-registration process. We will comply with applicable legal obligations related to data deletion, but certain data may be retained for legal or regulatory purposes.

12. USE OF PLATFORM – FEATURES AND FACILITIES

- i. The Platform facilitates access to credit and financial services offered by regulated lending partners. Upstox grants you a limited, personal, and non-transferable license to access and use the Platform in accordance with these Terms.
- ii. To access certain services, you may be required to submit financial and personal information. This data will be handled in accordance with our Privacy Policy, including any updates made to improve service functionality, user interface, or feature offerings.
- iii. Disputes between you and third parties must be resolved independently. Upstox does not mediate or assume responsibility for any such disputes.
- iv. You agree not to post or publish any information regarding Upstox, including on social media or third-party platforms, without our prior written consent. We reserve the right to take appropriate action for unauthorized disclosures.
- v. You may choose to submit suggestions or feedback related to our Services. By doing so, you grant Upstox a royalty-free, unrestricted right to use and disclose such feedback without any obligation to you.
- vi. If you raise a complaint about Platform content, Upstox will review and, where appropriate, remove such content. However, our responsibility is limited to removing the specific content and does not extend to any further liability or obligation.

13. SERVICE PROVIDERS

We may engage third-party service providers and agents to:

- Facilitate the delivery of our services;
- Assist in technical operations or analytics;
- Provide support functions on our behalf.

These third parties may have access to your personal data only as necessary to perform their functions and are contractually obligated to maintain the confidentiality

and security of such data. They are not permitted to use the information for any purpose other than providing support to Upstox

14. YOUR RIGHTS & PREFERENCES AS A DATA SUBJECT IN INDIA

These T&Cs are intended for Users within the territory of India and govern your rights as per applicable law within the territory of India. But if you live in a jurisdiction where Indian law does not apply, we will not be responsible for any claim, action, or right you start or exercise under the laws of that jurisdiction. As a result, we kindly ask that you use the Platform appropriately.

15. INDEMNITY

You agree to indemnify, defend, and hold harmless, us, our affiliates, agents, directors, employees, and officers, from and against any claims, costs, complaints, damages, expenses, losses, liabilities, including attorneys' fees, arising out of, or in relation to, or due to:

- a. your access or use of the Platform or the Services;
- b. your breach of the Terms;
- c. your improper, irresponsible, or illegal use of the Platform or the Services; and
- d. your breach of Applicable Law or third-party rights.

16. CONFIDENTIALITY

- a) For the purpose of these Terms, "**Confidential Information**" of Upstox includes, but is not limited to:
 - i. information related to our business operations and strategies,
 - ii. details of current, future, or proposed projects and services,
 - iii. any data collected, generated, or processed in connection with the Services, and
 - iv. any other information that, by its nature or the circumstances of its disclosure, should reasonably be considered confidential.
- b) You acknowledge that you may gain access to Confidential Information during your use of the Services. You agree not to disclose any such information to any third party without our prior written consent.
- c) You must immediately notify us upon becoming aware of any unauthorized access to or disclosure of our Confidential Information. You agree to

cooperate fully with us to recover such information and prevent any further unauthorized use or disclosure.

- d) Upon termination of these Terms, or upon our written request, you must return or permanently delete all Confidential Information in your possession and confirm compliance with this obligation.
- e) The confidentiality obligations in this Clause shall not apply to information that: (i) is or becomes publicly available without breach of these Terms; (ii) was lawfully in your possession prior to its disclosure by us, as proven by written records; or (iii) is lawfully disclosed to you by a third party not bound by a confidentiality obligation to us.

Disclosure of Confidential Information is permitted to the extent required by applicable law or regulation, or pursuant to an order from a competent court or regulatory authority. Where legally permissible, you will provide us with prompt written notice of such disclosure request.

17. DISPUTE RESOLUTION

Disputes arising out of, or relating to the Terms, or Services (collectively, “Dispute”) will be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration will be Mumbai. The arbitration proceedings will be held before a sole arbitrator, appointed by mutual consent of the parties. The language of the arbitral proceedings will be English. The arbitral award will be final and binding upon the parties. Arbitration will be confidential.

18. GOVERNING LAW AND JURISDICTION

These Terms will be governed by Indian law. By using the Platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Delhi, India, in the event of any disputes arising out of or in relation to your access to and use of the Platform.

19. LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, Upstox, including its affiliates, officers, directors, employees, agents, and service providers, shall not be liable for any direct, indirect, incidental, punitive, special, or consequential damages, including loss of profits, goodwill, business, revenue, or data, arising from or related to your access to or use of the Services.

We do not guarantee the actions or compliance of third-party service providers, partners, or other users with our Terms of Service. You understand and agree that you assume the risk of any harm or loss that may result from such non-compliance.

In the event any limitation of liability under this clause is deemed unenforceable or invalid by a competent authority, and Upstox is held liable for any reason, the maximum cumulative liability of Upstox and its affiliates, officers, directors, employees, and agents shall not exceed INR 100, if any, for your use of the Services.

20. GRIEVANCE REDRESSAL

Upstox will be your point-of-contact for addressing any grievances relating to the functioning of our Platform or Services. You can contact our Grievance Officer at Grievances@upstox.in. This Grievance Officer will also serve as the designated Grievance Officer under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. In certain cases, we may re-direct your grievance to our Partner REs or credit bureaus, if we cannot resolve it on our own.

21. TERMINATION OF SERVICES

- a) These Terms will be effective until terminated by us or you. You may terminate the Terms and your use of our Services by choosing the option to delete your Account. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Platform; and/or (ii) terminate these Terms and your use of the Platform with or without cause. We may remove your access to the Platform and Services immediately if you use the Platform in contravention of our Policies.
- b) Instead of terminating your use of the Platform entirely, we may alternatively suspend or restrict your Account or block your ability to use any particular feature of the Platform.
- c) Our Partner (RE's) and other partners may also terminate and suspend their services provide to you. Such termination would be guided by the specific terms that you agree with such third parties.

22. GENERAL PROVISIONS

a) **Notifications:**

We may communicate with you regarding your use of the Services, important updates, or promotional offers through push notifications on the Platform, SMS, phone calls, WhatsApp, instant messaging services, emails, or any other mode we deem appropriate. You authorize us to contact you for these purposes. You may opt out of receiving promotional communications unless

such messages are necessary for service delivery, compliance with applicable laws, or information security. To opt out of promotional communications, please write to us at support@uptox.in.

b) **No Waiver:**

Failure by us to enforce any part of these Terms shall not be considered a waiver of our rights. Any waiver of our rights shall be effective only if provided in a written document signed by us.

c) **Force Majeure:**

We shall not be liable for any failure or delay in performance of our obligations under these Terms due to events beyond our reasonable control, including but not limited to natural disasters, power or system failures, breakdown of communication networks, strikes, lockouts, pandemics, or other unforeseen disruptions.

d) **Assignment:**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Any such attempt will be null and void. We reserve the right to assign or transfer any of our rights or obligations at our sole discretion without restriction.

e) **Amendments:**

We reserve the right to modify, update, or remove any part of these Terms at any time, subject to applicable law. Continued use of the Services after such modifications constitutes your acceptance of the updated Terms.

f) **Severability:**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. Where possible, such invalid provision will be replaced by one that reflects the original intent within the limits of the law.

g) **Communication:**

You expressly consent to receive communications from us and our authorized third parties via calls (including prerecorded or artificial voice messages), SMS, emails, and WhatsApp. You affirm that the contact details you provide are accurate and belong to you. If your contact details change, you agree to notify us promptly. You may opt out of promotional communications by contacting us through the email ID provided. However, we may still send necessary service-related communications.

h) **Survival:**

Provisions relating to Intellectual Property, Indemnity, Limitation of Liability, Dispute Resolution, Governing Law and Jurisdiction, and other terms that by their nature should survive termination, shall continue to apply even after these Terms are terminated.