

Updated on 29th Jul 2021

## Uni User Terms and Conditions and Privacy Policy

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 You for accessing the “**Portal**” and using “**Uni Services**” and managed and operated by Uniorbit Technologies Private Limited or “**Uni**” (a company registered under the Companies Act 2013 with registered office at Block-X, 303, Siddhartha Apartments, Landmark – Near Sant Colambo School, Pitampura, North West Delhi, Delhi – 110034, and corporate office at 3<sup>rd</sup> Floor, Indique Sigma, Nexus Koramangala, 1A Block, Koramangala, Bengaluru-560034). 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 Portal and Uni Services. Uni shall have the right to modify these Terms at any time and publish the same on the Portal. You must keep yourself up to date and read these Terms at close intervals.

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

### 1. Definitions

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

- (i) “**Account**” shall mean and refer to the account created by the User on the Portal, for availing Uni Services.
- (ii) “**Applicable Laws**” shall mean 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) “**Card**” shall mean a prepaid card issued by a licensed entity (“**Card Issuer**”), and facilitated by Uni under a co-branding arrangement.
- (iv) “**Lender**” shall mean and include banks, non-banking financial institutions and other credit providers that provide loans to You.
- (v) “**Loan**” shall mean and refer to the loans and advances offered by Lenders to You as per Your agreement with such Lenders.
- (vi) “**Merchant**” shall mean any merchant/seller on which the User is transaction using Uni Services.
- (vii) “**Merchant Platform**” shall mean the mobile or other application, web-application, weblink or any other platform owned and/or operated by the Merchant for sale of its products/services.
- (viii) “**Portal**” refers to the website or mobile application or any other internet platform managed and operated by Uniorbit Technologies Private Limited (hereinafter referred to as “**Uni**” or “**Us**” or “**We**”).
- (ix) “**Privacy Policy**” shall mean the privacy policy of Uni applicable to You.
- (x) “**Transaction**” shall mean every request made by the User for sending or receiving of payments including payments to Merchants or fund transfers etc.
- (xi) “**Uni Services**” shall mean the payment facilitation services offered by Uni, including but not limited to (a) facilitation, maintenance and management of various credit facilities, and (b) collecting and settlement of funds to merchants. Uni reserves the right to add, remove or modify any features in the Uni Services as and when it deems fit.

- (xii) **“User”** shall mean and refer to any individual or legal entity who registers with Uni to receive the Uni Services.
- (xiii) **“We”** or **“we”** or **“us”** means Uni.
- (xiv) **“You”** or **“you”** or **“your”** means a User.

## 2. Eligibility

In order to use the Portal and Uni Services, you are required to be (i) at least 18 years of age; (ii) legally competent to contract under the Indian Contract Act 1872 satisfy the below criteria; (iii) citizen of India; (iv) tax resident of India and (v) represent that you have read and understood these Terms and are not legally or otherwise barred from using the Portal or Uni Services.

## 3. Uni Services

Uni Services are payment solutions offered to you by Uni, which enables you to send (and receive) payments to and from Merchants, other Users or other third parties using the Portal. In order to provide the Uni Services, Uni may partner with third party entities at its sole discretion. The access to Uni Services to You, may also be conditional upon satisfying requirement of any such third parties. Further, You may be required to accept additional terms and conditions and meet additional requirements for using such third-party services. Uni will not be responsible or liable to You for any loss incurred by You as a result of your interaction with a third-party product or service on the Portal.

Note that Uni bears no responsibility for any sale of any products/ services by Merchant or others and these terms & conditions are independent of any other terms which You sign up for including Merchants and other third parties.

## 4. Uni 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 Portal. 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 use Uni 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 use the Uni 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 expressly consent to receive communications from us or from any person authorized by us, on your registered phone number (via phone calls/SMS) and/or e-mail id. You agree that any communication so received by you will not amount to spam, unsolicited communication or a violation of your registration on the national do not call registry.

- (vi) You hereby agree and consent to using the Account, Portal and Uni Services in accordance with Applicable Laws and only for its intended purpose.
- (vii) 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.
- (viii) We may establish general practices and limits concerning the use of Uni Services. We reserve the right to change, suspend or discontinue any aspect of Portal or Uni Services at any time, without notice and without liability, including reserving the right to impose limits, decline processing of any Transaction.
- (ix) We do not warrant that the functions contained in the Portal 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).
- (x) We may, directly or through service providers, monitor your Transactions for high-risk practices or for fraudulent transactions. Uni retains the right to suspend your Account, if Uni believes that there is suspicious or unusual activity on your Account.
- (xi) Note that we retain the right to reject a Transaction and/or settlement of payments at our sole discretion without assigning any reason, including but not limited to reasons of risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of prohibited items etc.
- (xii) Uni may be required to undertake action on the Account as per directions from a statutory or governmental authority or as may be mandated by the Merchant/Lender or others (as applicable).

## 5. Closing Account

You shall continue to be registered with Uni, unless you request closure or deletion or deactivation of your Account. However, it is clarified that Uni can suspend/ terminate your account at the request of third-party Lenders (where applicable) or at its sole discretion for any reason whatsoever.

## 6. Loan

- (i) You understand that Uni may facilitate Loans to you from Lenders, to enable you to use the Loans for purchase, fund transfers and other permitted activities as per Applicable Law. Uni offers a technology platform i.e. the Portal through which such Loan can be conveniently accessed/ used.
- (ii) To avail the Loan, the Lenders may seek your KYC. The Lender has authorised Uni to collect your KYC information on its behalf and you agree to submit the same to Uni for any verification. You are responsible to ensure that your KYC details with the Lenders are current and accurate.
- (iii) The Loan may be used through multiple form factors, as enabled for you by Lenders or Uni, including cards or bank transfer etc. If you opt for any of these features, then additional KYC or such other requirement may be placed on you.
- (iv) You agree that you shall fully read and understand the terms of use of the Loan or such other documentation entered into between you and the Lender, before availing the Loan. It is to be noted that the Lender shall have the discretion to determine your eligibility to avail the Loan. There shall be no recourse to Uni for such decisions made the Lenders. For this purpose, you authorise Uni to share your information with Lenders.
- (v) We shall maintain necessary records in respect of the Loan availed by You and Transactions made using the Loan and such other information. You agree that such records shall be sufficient proof of the Transactions entered into between you and Merchant/Lenders or others, which you shall not dispute.
- (vi) Uni shall send communications regarding the Loan to you from time to time, on the Portal or otherwise.

- (vii) You shall use the Loan only for purposes permitted by the Lender and in accordance with Applicable Laws.
- (viii) For any repayment towards the Loan or other applicable charges, you have authorised the Lender, Uni and any of their service providers to collect such amounts from you from time to time and take all steps necessary to collect such payments.

## 7. Card

- (i) You understand that Uni may facilitate the issuance of the Card to you from Card Issuers, to enable you to use the Loan through the Card.
- (ii) The Card Issuers may seek your KYC for the issuance of the Card. Uni will collect such KYC information on behalf of Card Issuers and conduct a verification process. You are responsible to ensure that your KYC details with the Card Issuers are current and accurate.
- (iii) You agree that you shall fully read and understand the terms of use of the Card or such other documentation entered into between you and the Card Issuer. The terms of use of the Card are present below and shall be available for reference on the Portal as well
  - a. [RBL Card TnC](#)
- (iv) We shall maintain necessary records in respect of the Card and your Transactions made using the Card and such other information.
- (v) Uni shall send communications regarding the Loan to you from time to time, on the Portal or otherwise.
- (vi) You shall use the Card only in accordance with the terms of the Card Issuer and as per Applicable Laws.

## 8. Charges

You agree and acknowledge that in addition to any charges applied on you by third parties, including Lenders, for using their services, Uni may also charge you for Uni Services. The same will be communicated to you on the Portal from time to time. Any charges applied to you by Uni shall be subject to applicable taxes.

Please note that some merchants like fuel stations or government agencies may levy a surcharge or such other charges on your Transaction, which will be charged to your Card. You may refer to your transaction history to see details of the same.

## 9. Privacy and Communications

You agree and specifically consent that we may collect, store, share and use your personal data and any communications made through the Portal, in accordance with Applicable Laws and our Privacy Policy. The Privacy Policy explains how we treat your data and protect your privacy.

You agree to receive communications from Uni via SMS, email for Transactions, alerts, reminders, marketing, advertising, complaints, service related, feedback etc.

## 10. Intellectual Property

We do not grant you any rights to the intellectual property rights in the Portal or Uni Services. Nothing contained herein shall authorize you to use, apply, invade or in any manner exploit or infringe the intellectual property rights of Uni without prior written consent.

## 11. Third Party Services

We do not take responsibility or liability for the actions, products, content and services on the Portal, which are linked to Merchants/Lenders and/or 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 Portal. We assume no

responsibility for examining or evaluating the products and services offered by such third parties.

#### **12. Disputes and Grievances**

We are not obligated to mediate disputes between You and Merchant/ Lenders. We can assist in enabling communications regarding a dispute. In case of any complaint regarding Uni Services, please contact care@uni.club.

#### **13. Disclaimer**

Except for Our role as provided under these Terms, We are not involved in any underlying Transaction between You, any other User, Merchant, Lender or other third party.

Uni Services and the Portal 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.

#### **14. Indemnity and Liability**

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

- (a) your use of Uni Services;
- (b) any breach by you of these Terms or Applicable Laws.

Uni, its directors, officers, employees will not responsible or liable to you or any third party for any indirect, consequential, special, punitive or exemplary damages or losses which may be incurred in connection with the Portal and Uni Services. It is also clarified that Uni shall not be responsible for any failure, delay etc cause due to a force majeure event.

#### **15. Governing Law and Jurisdiction**

These Terms shall be governed under the laws of India with the courts at Bangalore, Karnataka having exclusive jurisdiction.

#### **16. Amendment**

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms at any time.

#### **17. Entire Agreement**

These Terms, together with the Privacy Policy, constitutes the entire agreement between the User and Uni with respect to the Uni Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Uni with respect to Uni Services.

### **Privacy Policy**

This Privacy Policy is meant to help you understand what information we collect from you, why we collect it, how we use it and what you can do to update, manage, delete your information. You consent to the treatment of your information in the manner provided in this Privacy Policy.

#### **What we collect**

- a) Basic information about you such as name, email id and phone number etc required Account opening.
- b) Transaction level information including details of purchases, Loan used, payment method etc, which are related to the Uni Services.

- c) Information required by the Lenders, Merchants or other third parties for providing their products/ services to you. This information includes your KYC data, like identity proof or address proof, gender or bank account information.
- d) Device level data such as IP address or device identification mark are collected while you use the Portal as security requirements.
- e) Grievance related information on any complaints or queries raised by you to your support or grievance team.
- f) Other information required from time to time.

### **How we use your information**

The information provided by you, will be used to provide the Uni Services and other third party services to you on the Portal, including:

- Account opening
- Verification of identity
- Providing Uni services
- KYC checks
- Credit checks
- Authentication and authorization of Transactions
- Communications
- Collections or recovery of Loan
- Customer support
- Marketing and product research
- Disclosure to third party services providers of Uni
- Disclosure to partner institutions of Uni like Lenders
- Disclosure to government entities or regulators or courts or such other similar bodies
- And such other purpose as required for the Uni Services.

### **Correction**

In you notice any errors in the your information, you may write to us at [care@uni.club](mailto:care@uni.club) to rectify the error.

### **Retention**

We may retain your information with us to provide Uni Services. Post termination of your Account, we may retain your information for audit purposes or as required under Applicable Laws.

### **Data Deletion**

At any time, you may choose to withdraw consent for your information, and seek deletion/ return of the same from our records. This will be subject to Applicable Laws, and any requirement by Lenders. Please write to us at [care@uni.club](mailto:care@uni.club).

### **Security**

We shall endeavour to protect the security, integrity and privacy of your information. Note that we are not liable for any third party breaches to the security of your information. Please beware of phishing attacks. We are not responsible for any loss or damage if you share any Account information or otherwise to such phishing attacks.

### **Links to Third Parties Sites**

Our application has a links to third-party websites. Your use of these features may result in the collection, processing or sharing of information about you, depending on the feature. We are not aware for the practices of such third parties.

### **Changes to Privacy Policy**

We reserve the right to modify this Policy at any time, at our sole discretion. Please keep yourself updated of the same from time to time.

### **Grievance**

Please write to [care@uni.club](mailto:care@uni.club) in case of any issues.

