

# **TERMS & CONDITIONS**

## **Quick Cashflow Capital Private Limited**

These Terms & Conditions (“**Terms**”) govern your access to and use of the website <https://www.qfcapital.in>, our mobile applications (if any), and any other digital interfaces, tools or services operated or provided by Quick Cashflow Capital Private Limited (CIN: U65990DL2021PTC386626), a Non-Deposit Taking Non-Banking Financial Company — Base Layer (NBFC-ND-BL) registered in India (“QCF”, “we”, “us” or “our” or “Company”).

Together with the Privacy Policy, Fair Practices Code, Key Fact Statement, loan documents, and any product-specific disclosures posted on the Platform, these Terms form a legally binding agreement between you and QCF.

**PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE PLATFORM OR APPLYING FOR OR ACCEPTING A LOAN PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE PLATFORM.**

### **1. DEFINITIONS**

1.1 In these Terms, unless the context otherwise requires:

**“Account”** means the account you create on the Platform to access Services.

**“Application”** means any online form, mobile app, or digital flow through which you submit information to QCF.

**“Applicable Law”** includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question.

**“Borrower”** means a User who applies for or receives a Loan Product from QCF.

**“Digital Lending Partner” or “LSP”** means any third-party platform or service provider engaged by QCF for technology, sourcing, onboarding, KYC, disbursement, repayment facilitation or related services.

**“Key Fact Statement” or “KFS”** means the standardized disclosure (as required by applicable rules/guidelines) describing the key economic terms of a loan offered to you.

**“Loan Agreement”** means the written agreement (including digitally executed documents) between QCF and the Borrower governing a Loan Product.

**“Loan Product(s)”** means any loan, credit facility, or other financial product offered by QCF.

**“Platform”** means QCF’s website, mobile applications, APIs, dashboards and other digital interfaces.

**“Privacy Policy”** means QCF’s privacy policy posted on the Platform and incorporated herein.

**“User” or “you”** means any person or entity using the Platform or applying for/availing Services.

## **2. ELIGIBILITY, REGISTRATION & KYC**

**2.1 Eligibility:** QCF’s Services are intended for entities and individuals legally resident and operating in India and eligible under applicable law to receive loans from an NBFC. QCF may refuse service to anyone in its sole discretion.

**2.2 Registration:** To create an Account or apply for any Loan Product you must supply accurate, complete and up-to-date information and documentation as required by QCF, including identity, address and business KYC documents (PAN, Aadhaar, GST, incorporation documents, bank statements, financial statements, etc.). You warrant that all information and documents submitted are true, accurate and complete and will notify QCF promptly of any change.

**2.3 KYC & Due Diligence:** By using the Platform you authorize QCF (and its authorized agents/providers) to carry out KYC, Customer Due Diligence, background checks, credit bureau enquiries and any other verification that QCF considers necessary. QCF may obtain credit information about you from credit information companies and share repayment/performance information as permitted by law.

**2.4 Suspension & Rejection:** Failure to provide requested documents, provision of misleading documents, or adverse verification results may lead to suspension, rejection of application, restriction of services or termination of Account.

## **3. SCOPE OF SERVICES AND NON-DEPOSIT NATURE**

3.1 QCF provides loan products and related services permitted for an NBFC-ND-BL. QCF does not accept deposits and any language or conduct that might suggest otherwise is incorrect.

3.2 All loans are sanctioned, documented, disbursed and serviced by QCF. QCF may engage third-party service providers (including LSPs) for certain functions, but contractual liability for Loan Products rests with QCF unless otherwise expressly stated in writing.

## **4. APPLICATION, SANCTION, LOAN AGREEMENT & DISBURSEMENT**

4.1 Application: Submission of an Application does not constitute approval or guarantee of a Loan Product. All Applications are subject to QCF’s credit assessment, internal policies, verification checks and regulatory compliance.

4.2 Sanction Letter: If approved, QCF will issue a Sanction Letter detailing the principal, interest rate, fees, charges, tenure, security (if any) and other material terms. The Sanction Letter and KFS will be provided to you before execution of the Loan Agreement and before disbursement.

4.3 Loan Agreement: No disbursement will be made unless you have executed (digitally or physically) the Loan Agreement and any security documents required by QCF. The Loan Agreement governs repayment, events of default, remedies, representations, warranties and covenants.

4.4 Disbursement: Disbursements will be made to the bank account(s) nominated by you and verified by QCF. QCF will not disburse loan proceeds to third parties except as expressly agreed and documented in the Loan Agreement.

## **5. LOAN APP DISCLAIMER**

5.1 No Automatic Approval: Use of any loan-related app or digital interface does not guarantee automatic approval. Each Application undergoes verification and assessment.

5.2 Direct Disbursement & Repayment Accounts: All disbursements will be to a bank account in your name (or as permitted by law). Repayments must be made only to QCF's designated bank account(s) or through authorised payment channels listed on the Platform. QCF will not ask you to route repayments to any personal or third-party account unrelated to QCF.

5.3 No Unwarranted Access: QCF (and its LSPs) will access only the Customer Data necessary for processing the Application. QCF will not require or use access to your phone call logs, SMS inbox, contacts, gallery or other device data unless strictly necessary and only after obtaining your explicit, informed consent and in compliance with applicable laws and RBI guidelines.

5.4 No Hidden Charges: QCF will not levy undisclosed charges. All fees, processing charges, prepayment/foreclosure charges, penal interest and taxes will be disclosed up front in the KFS and Sanction Letter.

5.5 Public Disclosure of Partners: QCF will publish on the Platform the names and identities of LSPs and other key service partners engaged in digital lending operations, as required by applicable rules.

## **6. FEES, CHARGES, TAXES AND PAYMENT TERMS**

6.1 Fees: Processing fees, inspection fees, documentation charges, and any other fees shall be disclosed in the Sanction Letter, Loan Agreement and the KFS. These fees are subject to applicable taxes.

6.2 Interest & Penal Charges: Interest rates (fixed or floating), calculation methodology, compounding frequency, and penal interest for delays will be clearly stated in the Loan Agreement.

6.3 Taxes: All statutory taxes (including GST, TDS where applicable) shall be borne by the Borrower as per law and as disclosed in the KFS/Loan Agreement.

6.4 Payment Instructions: Payment shall be made as per repayment schedule to the account designated by QCF. Any charges applied by banks, payment gateways or third parties are outside QCF's control.

## **7. LINKS TO THIRD PARTY APPLICATIONS OR WEBSITES**

7.1 The platform may contain links and interactive functionality interacting with the websites or applications of third parties including but not limited to payment gateways, links to advertisements etc. However, the Company does not control or monitor such Third-Party Websites. The Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such third-party website or application. The Company shall not be liable or responsible for any such interactions that you may have with any such third-party websites, applications or links etc.

## **8. DISCLAIMER OF WARRANTIES AND LIABILITIES**

8.1 You expressly acknowledge and agree that your use of the Platform shall be at your own risk and that the entire risk as to satisfactory quality, performance, accuracy etc. is with you. To the fullest extent permitted by law, the Company and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, suppliers and agents disclaim all warranties express or implied, statutory or otherwise, and make no warranties, representations, or guarantees in connection with this Platform. Any information or material contained or presented on this Platform is provided to you on an “as is”, “as available” and “where is” basis with all faults and without warranty of any kind.

8.2 QCF hereby disclaims all warranties and conditions with respect to the Platform and Products and Services, either express or implied including, but not limited to the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment and non-infringement of third party rights. QCF does not warrant against interference with your enjoyment of the Platform and Products and Services, that the functions contained in, or services performed or provided by the Platform will meet your requirements, that the operation of the Platform or Products and Services will be without delays, disruption or imperfections, uninterrupted or error-free, or that defects in the Platform will be corrected. QCF shall not be liable under any circumstances for damages arising out of or related in any way to your inability to access, or your difficulty in accessing the Platform, any hacking attacks, malware infection, bugs, viruses, trojans, or the like, which may be transmitted to or through the Platform by any third party (even though all efforts will be made to secure the Platform); any loss of your data or your failure to keep your password or User Account details secure and confidential.

QCF shall have no responsibility for any damage to your mobile handset or computer system or loss of data that results from the download of any content, materials, document or information.

## **9. DATA, PRIVACY AND INFORMATION SHARING**

9.1 Consent: By using the Platform and applying for Services, you give explicit consent to QCF to collect, process, store and transmit Customer Data for legitimate purposes including underwriting, servicing, compliance, fraud prevention and recovery, and to share such data with credit bureaus, third-party service providers, legal authorities (as required), and other regulated entities.

9.2 Credit Bureaus: QCF may obtain credit reports and share repayment performance data with credit information companies in accordance with law.

9.3 Third-Party Providers: QCF may share Customer Data with LSPs, technology providers, payment processors, collection agents and professional advisors under appropriate confidentiality arrangements.

9.4 Security & Retention: QCF will implement reasonable technical and organisational measures to protect Customer Data and will retain data only as required by law and QCF’s retention policy.

## **10. BORROWER OBLIGATIONS**

10.1 You will:

- a) Provide true, complete and upto-date information and documents;

- b) Repay amounts per the repayment schedule;
- c) Inform QCF promptly of any material change affecting repayment capability;
- d) Use loan proceeds for the purpose disclosed in the Application/Loan Agreement;
- e) Cooperate with QCF's compliance and verification processes.

10.2 You shall not:

- a) Misrepresent or fabricate information;
- b) Commit fraud, money laundering, or use proceeds for illicit activity;
- c) Tamper with Platform security or attempt unauthorized access.

## **11. INTELLECTUAL PROPERTY**

11.1 User acknowledges and agrees that the Company owns all legal right, title and interest in and to the Platform, including any all patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions, brand names and business names and any similar rights and the benefit (subject to the burden) of any of the foregoing (including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world) which subsist in the Platform (whether those rights happen to be registered or not, and wherever in the world those rights may exist). The said Intellectual Property Rights are owned by QCF or third-parties and all rights, titles, and interests in and to such property will remain solely with Platform or third parties, as the case may be. Your use of Platform or Products and Services grants you no right or license to reproduce or otherwise use any Platform or third-party Intellectual Property Rights. You cannot copy, post, distribute, or reproduce in any way any copyrighted material, trademarks or other proprietary information of QCF, third parties etc.

11.2 User further acknowledges that the Services may contain information which is designated confidential by the Company and that User shall not disclose such information without the Company's prior written consent. Unless the User has agreed otherwise in writing with the Company, nothing in these Terms and Conditions gives the User a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

## **12. PROHIBITED USES**

12.1 You must not use the Platform to: (a) upload, post or transmit unlawful, threatening, defamatory, obscene or abusive material; (b) engage in money laundering or fraudulent activity; (c) infringe third-party rights; or (d) bypass, reverse engineer or interfere with Platform operations.

## **13. REPRESENTATIONS AND WARRANTIES**

13.1 You represent and warrant that you have full authority and capacity to enter into and perform the obligations under these Terms and any Loan Agreement and that no proceedings or restrictions prevent you from doing so.

## **14. DISCLAIMER OF WARRANTIES**

14.1 The Platform and Services are provided on an "as is" and "as available" basis. QCF expressly disclaims all warranties (express or implied) to the maximum extent permitted by law, including but not limited to merchantability, fitness for a particular purpose, accuracy, completeness or non-infringement.

## **15. LIMITATION OF LIABILITY**

15.1 To the extent not prohibited by law, in no event shall QCF be liable for personal injury or any exemplary, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, information, content, personal loss, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Platform or services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if QCF has been advised of the possibility of such damages. Notwithstanding anything contained herein or the Privacy Policy or any other policy, in no event shall QCF's total liability to you for all and any damage, losses, claims etc. exceed the lower of (a) the total amount disbursed under the applicable Loan Agreement, or (b) INR 10,000 — except where liability cannot be limited by applicable law. QCF shall not be liable for indirect, incidental, special, consequential or punitive damages, loss of profit, business interruption or loss of data.

## **16. NO AGENCY OR PARTNERSHIP**

16.1 No agency, partnership, joint venture, or employment is created as a result of the Terms or Your use of any part of the Platform, including without limitation, the contract between the Users. You do not have any authority whatsoever to bind the Company in any respect. All Users are independent contractors and are neither employees nor contract labour of the Company. Neither the Company nor any Users of the Platform may direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the other.

## **17. INDEMNITY**

17.1 You agree to defend, indemnify and hold harmless QCF, and its officers, managers, members, directors, employees, successors, assigns, promoters, holding company, subsidiaries, affiliates, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) incurred or arising from your use of, access to, and participation in the platform; your violation of any provision of the terms and conditions, including the privacy policy; your violation of any third-party right, including without limitation any copyright, property, proprietary, intellectual property, or privacy right; or breach of your express or implied representations and warranties. This defense and indemnification obligation will survive these terms of service and your use of the Platform.

## **18. TERMINATION AND SUSPENSION**

18.1 QCF may suspend or terminate your Account or access to the Platform at any time for breach, fraud, legal or regulatory reasons, or at QCF's discretion with notice. Termination will not relieve you of obligations accrued prior to termination including repayment obligations under any Loan Agreement.

18.2 You hereby acknowledge and agree that the Company, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate User Account, block User's email or IP address, cancel the Platform or otherwise terminate User's access to or participation in the use of the Platform (or any part thereof), immediately and without notice, for any reason, including without limitation, User Account inactivity or if the Company believes or has reason to believe that the User has violated any provision of the Terms and Conditions or Privacy Policy or it is discovered that you are not eligible to use the Platform.

## **19. EFFECT OF TERMINATION**

19.1 Upon termination of the User Account, the User's right to participate in the Platform shall automatically terminate. In the event of termination, the User Account will be disabled, and the User may not be granted access to the User Account or any files or other data contained in User Account. Notwithstanding the foregoing, residual data may remain in the Company's system. Upon termination of service, User's access to the Platform shall be immediately revoked. In case of any termination by either You or the Platform or in case of deletion, uninstallation, discontinuation of use of the Platform, You will not be absolved from your obligation and liability of repaying the outstanding dues. The provisions of these Terms which by their very nature are intended to survive termination, shall survive expiration or termination of the Platform or User Account.

## **20. FORCE MAJEURE**

20.1 QCF will not be liable for failure or delay in performing obligations under these Terms to the extent caused by events beyond reasonable control, including natural disasters, pandemics, cyber attacks, strikes, governmental actions, telecommunication failures, or other force majeure events.

## **21. AMENDMENTS**

21.1 QCF may update or modify these Terms from time to time. Material changes will be notified on the Platform and by email where required. Continued use of the Platform following publication of changes constitutes acceptance of the revised Terms.

## **22. ASSIGNMENT**

The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

## **23. GOVERNING LAW AND JURISDICTION**

23.1 These Terms are governed by the laws of India. The courts in New Delhi shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms, to the extent permitted by law. In the event of disputes, differences or claims arising out of or in connection with these Terms and/or the other applicable policies including but not limited to Privacy Policy or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation thereto, QCF and You shall first endeavor to settle such differences, disputes or claims by amicable settlement and failing such settlement, the same shall be resolved by arbitration by a sole Arbitrator to be appointed mutually by QCF and You. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time

being in force. The place of Arbitration shall be Mumbai, and the proceedings shall be conducted in the English language.

#### **24. SEVERABILITY**

24.1 If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

#### **25. NO THIRD-PARTY BENEFICIARIES**

25.1 You agree that, except as otherwise expressly provided in the Terms, there shall be no third-party beneficiaries to the Terms.

#### **26. NO WAIVER**

26.1 No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such a right or provision.

#### **27. ENTIRE AGREEMENT**

27.1 These Terms, together with the Privacy Policy, Fair Practices Code, KFS and any Loan Agreement, constitute the entire understanding between you and QCF with respect to the subject matter and supersede all prior agreements and understandings