



## **SANKASH TERMS OF SERVICE**

THANK YOU FOR CHOOSING TO USE SANKASH WEBSITE OR SANKASH INTERNET BASED APPLICATIONS. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING THE SANKASH WEBSITE OR USING THE SANKASH SERVICE, IT IS DEEMED THAT YOU HAVE ACCEPTED ALL THE TERMS OF SERVICE FOR THE SANKASH WEBSITE AND SANKASH INTERNET BASED APPLICATIONS AFTER CAREFUL PERUSAL OF THEM, WHICH ARE APPLICABLE TO ALL USERS OF THE SANKASH WEBSITE/ INTERNET BASED APPLICATIONS AND ACCEPT THE SAME, BEFORE PROCEEDING FURTHER .THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

This document is an electronic record in terms of (Indian) Information Technology Act, 2000 ("IT Act, 2000") of India, or any other prevailing law, the applicable rules thereunder and the provisions pertaining to electronic records in various statutes as amended by the IT Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access to or usage of the SANKASH App.

YOU HEREBY AGREE, UNDERSTAND AND ACKNOWLEDGE THAT YOU SHALL BE BOUND BY THE TERMS CONTAINED IN THE AGREEMENT, AND USE AND ACCESS OF THE SANKASH APP AND AVAILING SERVICES SHALL BE SUBJECT TO THE AGREEMENT.

### **1. Agreement**

#### **1.1 The Parties to this Agreement**

These Terms of Service describe a contractual relationship ("Agreement") between you ("you" or "your") and SanKash Private Limited (including its subsidiaries, affiliates, agents, and assignees), a private limited company incorporated under the Companies Act 2013 having CIN U74999HR2017PTC067869 and having its registered office at 8th, G-801, BPTP Freedom Park Life, Sector 57, Gurgaon - 122003 (hereinafter referred as "SanKash," "we," "us," "our"), governs the access and use of SanKash website ("Website") or the SanKash Internet based applications, and the use of the service(s) offered through the Website or Internet based applications.

#### **1.2 Changes to this Agreement**



Under this Agreement, SanKash may, at any time, upgrade, update, change, modify, or improve any condition, term, or provision of the Agreement, including by exercising its rights to impose any new type of fee or charge on You or to increase the cost or the price of any of the Services. Such changes shall be made applicable when they are posted on the SanKash App. You hereby agree that any and all changes, updates, amendments, modifications, additions, or deletions made to the Terms of Service by SANKASH shall be binding on You. If SANKASH materially changes a provision of this Agreement, SANKASH will let You know by showing the revised provision when You access the Services, and SANKASH shall send You an email notifying You of the revised provision of the Agreement. SANKASH shall use the email address You have on file with SANKASH, and SANKASH shall not be liable for resending any returned email so long as SANKASH uses the email address on its file.

IMPORTANT INFORMATION WILL BE PROVIDED TO YOU IN ELECTRONIC RECORDS, SUCH AS VIA EMAIL, SANKASH APP customer portal and ON CALL,

SMS and/or OTT services like WHATSAPP, as per the applicable terms and conditions of SANKASH.

As part of Your agreement with the Terms of Service, You will also be agreeing to the terms and conditions of SANKASH's Privacy Policy, available here: [www.sankash.in/privacy-policy.html](http://www.sankash.in/privacy-policy.html)  
Please review the SANKASH Terms of Use each time you access or use the Services.

SUBJECT TO YOUR ADDITIONAL RIGHTS IN THIS AGREEMENT, BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF

THE TERMS OF USE WITHOUT ANY MODIFICATIONS. If you do not agree to the terms contained in the Agreement, you are advised not to proceed to access, browse, order use and/or avail any Services made available on the SanKash App.

### **1.3 Your Eligibility.**

Users must be persons who can form legally binding contracts under the Indian Contract Act, 1872 ("Contract Act"). Persons who are "incompetent to contract" within the meaning of the Contract Act including minors, un-discharged insolvents etc. are not

eligible to use the SANKASH App. Users must be 18 years of age or older to register or visit or use the Services in any manner. By registering for, visiting the SANKASH App or using the Services, You hereby represent and warrant to SANKASH that You are 18 years of age or older, and that You have the right, authority and capacity to use the Services, and agree to abide by the Agreement. If a User is below 18

years of age, it is assumed that he/she is accessing, browsing and/or using the Platform under the supervision of his/her parent or legal guardian and that such User's parent or legal guardian has read and agrees to the terms of this Agreement on behalf of the minor User. Should SANKASH be made aware that a User is under the age of 18 and is accessing, browsing and/or using the Platform without the supervision of his/her parent or legal guardian, SANKASH reserves the right to deactivate such User's account without further notice.

The Agreement is governed by the provisions of Indian law, including, but not limited to:

- the Contract Act;
- IT Act, 2000;
- the rules, regulations, guidelines and clarifications framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and
- the Information Technology (Intermediaries Guidelines) Rules, 2011.

## **2. Services**

### **2.1 SanKash Services Description**

- SanKash is a technology provider which has partnered with various service providers to provide different products to their customers. The list of such products/services and their terms and conditions including service charges and Platform fee (where Applicable) can be accessed by visiting the SanKash website or the App.
- SanKash is also an authorized Digital Lending Platform and Loan Service Provider (LSP) for Lenders as per the list – HDFC bank, ICICI bank, Bajaj Finserv Limited, Bridge Fintech Solutions Private Limited, Fibe and LoanTap Financial Technologies

As a Loan Service Provider (LSP), SANKASH is authorized by the Lender to carry out the Lender's functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring and recovery of specific loan portfolio on behalf of the Lender, in conformity with the extant outsourcing guidelines issued by the Reserve Bank of India.

This Agreement also provides the terms and conditions for SanKash's products and services and that of its associated financing entities which are non-banking financial companies ("Lender") offered or provided



to You (each individually or collectively, as the case may be, the “Services”), including facilitation services provided by SanKash through a digital platform for facilitating a closed ended instalment loan product with a standard term of 2 to 6 months or any other loan product of the Lender for personal Use. The loan terms and conditions may vary across Lenders, or the commodity being financed, the purchase price and the merchant tie-up. Where a Commodity is being financed, the Lender shall pay the Commodity price to the Merchant registered with SanKash on your behalf subject to Loan being approved by the Lender and you accepting the loan terms, repayment terms and other conditions of the Lender.

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

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

You further agree and acknowledge that upon you accepting loan terms and conditions of the Lender, the Lender shall disburse the Loan amount directly to the Merchant Account and you are liable to repay the loan amount to the Lender irrespective of any breach of obligations by the Merchant or any deficiency of goods or services to be provided by the Merchant.

**Delays in Processing:** In some cases when you attempt to use SanKash services to

make a purchase, the transaction may be held as pending or be otherwise delayed for processing and confirmation by either SanKash or the Lender.

**Canceling of the services:** SanKash may choose not to provide service to you or to

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

### **3. CREATION OF YOUR SANKASH ACCOUNT**

When You login and register on the SanKash App to have access to and use the Services, You will be creating Your “SanKash Account”. Each time You have access to or use Your SanKash Account, You are



signifying that You agree to all of the terms and conditions of this Agreement. Your SanKash Account is only for You, and You may not permit any person to have access to or to use Your SanKash Account. If You allow any person to have access to or to use Your SanKash Account, You shall be responsible for any act (or omission) that the person makes, including for any type of transaction made by the person. You hereby confirm that you are of the prescribed legal age and competent to enter into a contract in accordance and compliance with the laws of Your jurisdiction.

For the purposes of registration identifying a User on the SanKash App, SanKash may from time to time, collect certain personally identifiable information such as Your first name and last name, email address, mobile phone number, postal address, other contact information, demographic details, etc. By registering on the SanKash App, it is deemed that the User has given express and specific consent for such collection and processing of data for the purpose of use of the SanKash App. Registration on the SanKash App is a one-time process and is done via OTP based verification. You are required to register with your mobile phone number. A temporary, secure PIN-Code (One Time Password/OTP) will be sent to you via SMS or e-mail, that is valid for one session. SanKash uses OTPs during Registration, login to account and for renewal and up-dation of information to confirm your contact information. If you cannot receive and confirm the OTP code, you will not be able to continue with your account registration. Please ensure that you are entering a valid and correct mobile phone number. User must not disclose, transfer, sublicense or otherwise part away with the Login information or try to circumvent them in any manner whatsoever and SanKash shall bear no responsibility for any loss arising out of such disclosure.

You agree to provide true, accurate and complete information as prompted by the registration form and all other forms You access on the SanKash App, and You agree to maintain and promptly update all data provided by You and to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current, incomplete, or if SanKash has reasonable grounds to suspect that the information provided by You is untrue, inaccurate, not current, incomplete, or not in accordance with the terms of the Agreement, SanKash reserves the right to indefinitely suspend, terminate or block Your access to the SanKash App, and refuse to provide You with access to the SanKash App in future.

#### **4. SECURITY OF YOUR SANKASH ACCOUNT**

You shall be solely responsible for all actions and transactions that You or Your authorized agent make in Your SanKash Account. Except to the extent prohibited by law, SanKash shall not bear any liability or any responsibility for any misuse of Your SanKash Account or any loss of information relating to Your SanKash Account. You shall not disclose, transfer, sublicense or otherwise part away with or share with any person



Your login credentials, passwords, or other personally identifiable information that would allow access to or use of Your SanKash Account (individually or collectively the “Credentials”).

The User shall assume all risks, liabilities, and consequences if his/her SanKash Account has been accessed illegally or without authorisation through means such as hacking and if through such unauthorised access, availed of any Services. It is specifically clarified that payments of monies towards such Services purchased by unauthorised or illegal use of the User’s account shall entirely be borne by the User.

## **6. CONFIDENTIALITY OF INFORMATION**

You hereby expressly and unconditionally agree and consent to SanKash to disclose any data or other information, including any sensitive personal data or information or non-public personal information about You, to the Lender and to any third party in connection with Your use of Your SanKash Account or Your request for an Electronic Payment if the disclosure is:

Necessary to conduct or to complete any transaction for the Electronic Payment or to settle or to document the Electronic Payment;

Authorized by You, which authorization may be made orally or in writing; or Permitted by SanKash’s Privacy Policy [www.sankash.in/privacy-policy.html](http://www.sankash.in/privacy-policy.html)

## **7. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS OR UNAUTHORIZED ELECTRONIC PAYMENT**

You will promptly inform us if You believe the Credentials of Your SanKash Account have been stolen. SanKash shall make reasonable best efforts and take all necessary actions to prevent any further transactions to be undertaken from Your account. You can call: +91-8882613355 or write to: [support@sankash.in](mailto:support@sankash.in).

## **8. CONSENT FOR USE OF USER/YOUR DATA:**



You agree that you are required to share true and complete personal, demographic, family related, business, credit and financial information/ data (hereinafter "Customer Data").

In order to process your loan application, you agree/authorise SanKash and the Lender:

To access and update information such as personal data including sensitive personal data relating to Your credit history available with Credit Information Companies (Bureaus) or any other agency authorised in this context by RBI.

For sharing such information with its third-party affiliates including credit evaluation agencies and service providers to carry out the processes necessary for the sanction and disbursements under the Facility and maintenance of the Facility, in accordance with Applicable Law.

To use your personal data for making lending decisions or decision to provide any Services Share it with other service providers for offer various products and services which you may need For fraud prevention and debt collection to understand your financial needs Servicing Lender's relationship with you and to conduct Lender's business and to provide you with better customer services and products.

Thus, You accept, confirm and consent to the disclosure and sharing by the Lender of all or any information and personal data including sensitive data relating to You, the facilities, any other transactions that You have with the Lender and the agreements and documents related to the facilities and transactions, including but not limited to information relating to default, if any, committed by You, in the discharge of the Your obligations in relation to the facilities or other transactions, as the Lender may deem appropriate and necessary to disclose and furnish, to RBI and/or to the Credit Information Companies (Bureaus) and/or to any other agency or body as authorized in this behalf by RBI, and/or to other banks and lenders including assignees and potential assignees, and/or to its professional advisers, underwriters and consultants and to its service providers and other relevant third parties, and/or as required, whether under Applicable Law, or at the order of a court of law or parties which the Lender deems fit therein.

You also understand and agree to SanKash's Privacy Policy (available at [www.sankash.in/privacy-policy.html](http://www.sankash.in/privacy-policy.html)) which describes the scenarios under which Customer Data may be dealt with by SanKash, the Lender & Service Provider(s).

You agree to immediately notify SanKash and the Lender regarding any change of address or update the particulars submitted by you at the time of the Facility application including, inter alia change in



employment, bank account details, phone number, email id, and other contact details, also including any event which affects your ability to perform the obligation under this agreement.

## **9. YOU ACCEPT**

You accept, confirm and consent to avail various product offers or promotional schemes provided by SANKASH, from time to time and hereby authorise SANKASH, the Lender, its Service Provider(s) to contact and offer you such schemes through aforesaid Contact Options such as Phone call, SMS, Email and OTT services like WhatsApp etc. You also authorise SANKASH, the Lender, its Service Provider(s) to contact you to discuss the current status of the Loan product or to remind/ collect any dues in respect of the product or to offer any subsequent product or for any matter related to the product(s) and such phone calls, SMS etc. shall not be covered under the purview of "DO NOT DISTURB" policy of the Telecom Regulatory Authority of India (TRAI). For this purpose, you grant permission to SANKASH, the Lender & Service Provider(s) to contact you at any time between 0900 hours to 1900 hours from Monday to Saturday. Such authorisation in favour of SANKASH, Lender & Service Provider(s) shall continue to be valid even if you ceased to be the customer/ borrower/ client of SANKASH at any point of time.

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

## **Working with Third Parties**

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

## **10. BINDING CONTRACTUAL TERMS**

By accessing, using or downloading the SanKash Internet based applications, including all Content (as defined below), available through Apple's App Store, iTunes Store or the Google Play Marketplace and/or or by accessing the Service You signify that (a) You have read and understood these terms and conditions



("Terms of Use"); and (b) that these Terms of Service have the same force and effect as a signed agreement on paper. The Services enable individuals meeting certain qualifications to use the SanKash Internet based applications to request and obtain a SanKash Account, and other financial products and services as may be offered or provided by SanKash from time to time. You affirm You have not been previously suspended or removed from the Service. THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE INCLUDE OUR TREATMENT OF YOUR SENSITIVE PERSONAL DATA AND NONPUBLIC PERSONAL INFORMATION, WHICH IS DESCRIBED IN THE SANKASH PRIVACY POLICY. BEFORE USING THE SERVICE, PLEASE CAREFULLY READ THE SANKASH PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT. ACCESSING, DOWNLOADING OR USING ANY PART OF THE SERVICES INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF USE AND PRIVACY POLICY IN FULL. IF YOU DO NOT ACCEPT THE TERMS OF USE AND PRIVACY POLICY, DO NOT USE OR OTHERWISE ACCESS THE SERVICES AND DELETE ANY DOWNLOADED APPLICATIONS AND MATERIALS IMMEDIATELY.

ARBITRATION NOTICE: THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND WE AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND WE WAIVE ANY RIGHT TO PARTICIPATE IN A

class Name-ACTION LAWSUIT OR class Name-WIDE ARBITRATION.

SanKash reserves the right to modify or discontinue the Services (or any portion of the Services), temporarily or permanently. SanKash shall notify you in advance of SanKash's election to exercise its right to discontinue the Services. SanKash shall not be liable to You or any third party in the event that SanKash exercises its right to modify or discontinue the any portion or all of the Service.

You agree not to enter into any contractual provisions in conflict with this provision of a contract / arrangement entered into by You in conflict with the and void.

You affirm and agree that, given the general and "as-is" nature of the SanKash Internet based applications, You are not specifically relying on any statements, or materials contained on Platform to make any business decisions. You agree to conduct your own related due diligence in relation to the Services being procured or provided by You, as the case maybe.

You agree and understand that SanKash is merely providing intermediary hosting services to its Users through the SanKash Internet based applications. SanKash shall bear no responsibility or liability in



relation to or arising out of third-party generated content. SanKash neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. SanKash is merely an intermediary and does not interfere in the transaction between User and the Service provider on the SanKash Internet based applications.

## **11. PRIVACY POLICY**

SanKash's Privacy Policy describes SanKash's treatment of personally identifiable information about You. By agreeing to these Terms of Use, You are expressly agreeing and consenting to all of the terms and conditions relating to SanKash's collection, use, or disclosure of personally identifiable information (sometimes defined as "non-public personal information") about You, in accordance with SanKash's Privacy Policy. If there is a conflict between these Terms of Service and SanKash's Privacy Policy, SanKash's Privacy Policy shall have precedence with respect to the subject matter covered by it, and otherwise these Terms of Service shall have precedence. To review SanKash's Privacy Policy, please see SanKash's website here: [www.sankash.in/privacy-policy.html](http://www.sankash.in/privacy-policy.html)

## **12. TERM**

The Agreement will remain in full force and effect while You are registered with the SanKash Internet based applications or use any Services available on the Platform in any form or capacity.

## **13. AUTHORIZED USE OF THE SERVICE**

SanKash hereby grants You permission to use the Services as set forth in these Terms of Service, provided that: (a) You will not copy, download or distribute any part of the Services in any form or medium without SanKash's prior written authorization, except as permitted in this Agreement; (b) You will not alter, modify, or make derivative works from any part of the Services without SanKash's prior written authorization, except as permitted in this Agreement; and (c) You will otherwise comply with these Terms of Service.

## **14. RESTRICTIONS ON USE OF THE SERVICES**

SanKash reserves all rights in the Services not granted in these Terms of Service. Without limiting the foregoing, by using the Services You agree not to:

Use the Service for any purpose other than for using the features SanKash intentionally provides or makes available to You;



share Your password, allow any person to access Your account, or take any action or inaction that might jeopardize the security of Your account;

assign or transfer Your account or login information to anyone;

attempt to access the accounts of any user of the Service other than Your own account; translate, modify or create derivative works of the Services;

upload, download, recreate, display, perform, post, reproduce or copy the Services, except with the prior written consent of SanKash;

resell or attempt to license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under these Terms of Service, the Services or any Content, in whole or in part;

modify, copy, distribute, download, scrape or transmit in any form or by any means any Content from the Services other than Your content which You legally post on, through or in connection with the Service;

attempt to derive the source code, source files or structure of the software contained in the Services by reverse engineering, disassembly, decompilation or any other means; use the Services except in accordance with all applicable law;

introduce into the Services any “malware,” such as, but not limited to, viruses, worms, and Trojan Horses;

use deep-links, page or screen scrapes, web crawlers, web robots, spiders, wanderers, web scutters, or programs, algorithms or methodologies which do the same things in connection with the Services, or use other automated processes to access or to use the Services;

provide false personal information or create an account for anyone other than Yourself without SanKash’s permission;

create another account without SanKash’s permission, if SanKash had disabled Your account;

post, transmit or link from any unlawful, infringing, misleading, deceptive, threatening, libelous, defamatory, plagiarized, fraudulent, harassing, obscene, discriminatory, inflammatory, pornographic or profane material, spam or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate applicable law;

use the Services in any manner that could damage, disable, undermine, overburden or impair the Services or the servers on which it runs or interfere with any other party’s use of the Services;

upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;



obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Services;

harm minors in any way;

threaten the unity, integrity, defence, security or sovereignty of any State, friendly relations between foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

share any information that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;

intentionally submitting on the Platform, false or inaccurate information;

attempt to decipher, decompile, disassemble or reverse engineer any part of the SanKash Internet based applications, or attempting to create any derivative works of the SanKash Internet based applications;

forging headers or otherwise manipulating identifiers in order to disguise the origin of any message, transmittal You send through the SanKash Internet based applications, or any Services offered on or through the SanKash Internet based applications; or

use any of the logos, trademarks, service marks or other indicators of origin appearing on the Services.

SanKash will fully cooperate with any law enforcement authorities or court order requesting or directing SanKash to disclose the identity of anyone violating these Terms of Service.

SanKash believes in children's online safety and does not wish to receive information regarding children under 18 years old. Therefore, You may not post or submit any personally identifiable information of a child under 18 years old or information sufficient to locate such a child on or through the Service. If You are under 18 years of age, then please do not attempt to submit any information to or use the Service.

## **15. PAYMENT AND FEES**

SanKash and the Lender or other Service Provider may impose a Fee or charge on You for use of the Services. Under this Agreement, You shall be solely responsible for payment to SanKash and its Lender or the Service provider of the applicable Fee, and Your payment of the Fee shall be due at or around the time that You request or obtain the Services that are subject to the Fee, as SanKash and its Lender or the Service provider may specify. You represent and warrant that You are authorized to use any Cards or Payment Services You furnish under the Service. However, SanKash shall not charge You solely for use of the SanKash Internet based applications or to solely access your Account.



All payment of Fees is in Indian rupees. You may use any of the payment method available on the SanKash Internet based applications. SanKash may enter into agreements with third party payment gateways, payment aggregators, banks and financial institutions in connection with the collection and remittance of Fees to SanKash.

SanKash shall not be responsible if a payment made by a User is not registered or is lost due to any network problems such as breakdown of machinery, unclear/ disruption in the network or non-receipt of payment from banks/payment gateways and/or the cost(s) charged by the network operator(s) or for loss or misuse of any information such as Your account details, passwords etc. by third party payment gateway aggregators and financial institutions. Any dispute in connection to the same shall be settled between the User and the network operator.

## **16. SECURITY MEASURES**

SanKash will apply reasonable measures to protect the security of Your sensitive personal data and non-public personal information and other data essential for use of the Services, such as information You upload or enter when using the SanKash Internet based applications. You shall protect the confidentiality and security of Your Credentials, and You shall not allow any person to have access to or to use Your Credentials.

SanKash is entitled (but not required) to apply security measures to protect the Services and the Content, and SanKash may block users (or IP addresses) identified or suspected as being used to access the Services (i) without authorization, (ii) for unlawful purposes or for purposes of disrupting, or (iii) in any manner that presents a risk of damaging the Services.

You shall immediately notify SanKash of any activity on the Services suspected as being for unlawful purposes including any activity liable to disrupt, gain unauthorized access to, or cause any damage to the Services.

You shall immediately notify SanKash of any security breach involving the Services of which You become aware, including any loss of non-public personal information and any incident where non-public personal information relating to You becomes available to unauthorized persons through the Services.



In accordance with the SanKash Privacy Policy, SanKash is entitled to use non-public personal information processed on the Services, without limitation, to obtain technical, statistical, or other information. Any database of non-public personal information which SanKash may create out of the information on the Service from time to time will be part of the Content.

While SanKash shall make reasonable endeavours to maintain generally accepted standards of security and shall provide the Services by using reasonable efforts, SanKash shall not be liable for any interruption that may be caused to Your access or use of the Services.

## **17. INTELLECTUAL PROPERTY**

The contents of Services, information, text, graphics, images, logos, button icons, software and tools, data, audio, video, software codes, interface, designs and the collection, arrangement and assembly of the content on the SanKash Internet based applications or any of the other Services accessible or available through any part of the SanKash Internet based applications are the property of SanKash, its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors and sister companies, as the case may be ("Content"), and are protected under copyright, trademark and other applicable laws. You shall not modify the Content or sublicense, resell, rent, lease, transfer, assign, time share, reproduce, display, publicly perform, distribute, reverse engineer or otherwise use the Content in any way for any public or commercial purpose or for personal gain.

"Sankash" is a trademark of Sankash. Other featured words or symbols may be the trademarks of their respective owners.

SanKash owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on the Services may violate copyright, trademark, and other laws. Content on the Services is provided to You AS IS for Your information and personal use only. For Your personal use, You may view, copy, and print screenshots of the Service. Otherwise, the Service may not be copied, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. SanKash reserves all rights not expressly granted in and to the Services and the Content. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application, unless SanKash first expressly permits you to do so by notifying you in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by SanKash. You may not build a business using the Content, whether or not for profit. If You copy or print pages of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict



use or copying of any Content or enforce limitations on use of the Services or the Content therein, nor may You scrape or use any extraction methods to obtain any content or data from the Services.

SanKash may, in its sole discretion, permit You from time to time to submit, upload or otherwise make available to SanKash or any of its representatives or agents through the Internet based applications any suggestions, feedback or recommendations regarding the Service ("Feedback"). If You provide any such Feedback, You hereby grant to SanKash a perpetual, non-exclusive, royalty-free, fully paid-up, irrevocable, sublicensable and transferable license to use such Feedback for any purpose.

## **18. WARRANTIES**

You warrant and represent to SanKash as set out below:

The information provided to SanKash in any registration or application screen, profile, email, postings, telephone call or through other means including all personal details, contact details and all other data provided to SanKash is true in all respects, up-to-date and not misleading in any way.

You shall not access the Services under false identity or pretext and will not use the Services to falsify Your or any other person's identity.

You shall use the Services lawfully and in good faith.

You shall keep Your log-in credentials and passwords secure and shall not disclose otherwise share such information with any person.

SanKash does not covenant or warrant that:

the Services will be made available at all times;

the content available on the SanKash Internet based applications is complete, true, accurate or non-misleading;

the Services provided through the SanKash Internet based applications are of specified standards and quality; and SanKash has undertaken any verification of the Users or their credentials.

## **19. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS. SANKASH GIVES NO WARRANTY NOR MAKE ANY REPRESENTATION IN

RELATION TO THE SERVICE OR THE CONTENT. SANKASH EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY ON THE PART OF SANKASH RELATING TO THE SERVICES OR TO THE CONTENT, EXPRESS, IMPLIED, STATUTORY AND OTHERWISE

IN CONNECTION WITH THE SERVICES, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY SANKASH OR THIRD PARTIES, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICES, NON-DISRUPTION, SECURITY, ACCURACY, LOSS OF DATA OR CORRUPTION OF DATA, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON- INFRINGEMENT OF THIRD PARTY RIGHTS, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, SANKASH DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICES OR ON ANY WEBSITES OR INTERNET BASED APPLICATIONS LINKED TO THE SERVICES IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR; OR THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES OR THE SANKASH INTERNET BASED APPLICATIONS OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS. SANKASH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (c) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR INFORMATION STORED THEREIN, (d) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (e) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (f) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

## **20. INDEMNITY**

You acknowledge that the Sankash and its affiliates have no control over and do not guarantee the quality, safety, or legality of goods or services provided by third parties or advertisers, the truth or accuracy of any third party's or advertiser's content or listings, or the ability of any third party or advertiser to perform or actually complete a transaction or service. You agree to indemnify, defend and hold harmless the Sankash and its Affiliates from and against any claim, loss, obligation, demand, damage, cost, liability, expenses, and attorney's fees arising to SanKash as a result of any claim (including but not limited to, claims or damages for personal injury, wrongful death, property damage, and injury to you or to third parties, consequential, compensatory, or punitive damages), demand or proceedings brought or threatened



against the SanKash in connection with (a) your use of, access to, or misuse of the service; (b) any dispute between third party and user to which SanKash is made a party, (c) your breach of any of these terms of use (including the SanKash Internet based applications policies); (d) your violation of any third party right, including without limitation any copyright, property, or privacy right; (e) any claim that one of your user submissions caused damage to an indemnified party or a third party; (f) any transaction you conduct as a result of the contact facilitated by the service; or (g) any activity related to your apple id, google account, mobile account, or other internet account, or using your telephone number, email address, and/or password by you or any other person accessing the service using your account, apple id, google account, mobile account, other internet account, telephone number, email address, and/or password.

If SanKash or its Affiliates take any legal action against you as a result of your violation of these terms of use, the SanKash will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the SanKash.

## **21.LIMITATIONS ON LIABILITY**

In no event shall the SanKash and its affiliates be liable to you or any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from the service or third party products or services, under these terms of use or in connection with their performance or breach, or in connection with any warranties hereunder, or in connection with the service, including for their negligence, for any indirect, incidental, consequential or special damages, including any loss of profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business, even if the SanKash and its affiliates have been advised of the possibility of such damages in advance.

SanKash and its Affiliates will have no liability whatsoever for any damage, liability or loss that you may incur, or for any other undesirable consequences, resulting from: (a) any suspension or disruption of the service, including where such suspension or disruption results from the SanKash/Affiliate's negligence, (b) any errors, mistakes, or inaccuracies of content, (c) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (d) unauthorized access to or use of SanKash or its affiliates' servers and/or any and all information stored therein, (e) interruption or cessation of transmission to or from the service; (f) bugs, viruses, trojan horses, or the like, which may be transmitted to or through the service by any third party, (g) user submissions, third party websites or Internet based applications, or (h) any loss or damage of any kind incurred as a result of your use of any

content, your business transactions or other interactions with any third parties or advertisers, wherein such content or advertisement is posted, emailed, transmitted, or otherwise made available via the service, whether based on warranty, contract, tort, or any other legal theory, and whether or not SanKash is advised of the possibility of such damages. the foregoing limitations of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

Sankash and its Affiliates will have no liability whatsoever for any damage, liability or loss that you or any other person may incur, or for any other undesirable consequences, resulting from your breach of your warranties or other obligations under these terms of use including, without limitation, the obligation to keep your log-in details and password secure or from the sharing of these details with any other person.

SanKash operates and controls the Services from its offices in India. SanKash makes no representation that the Services are appropriate or available in other locations. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject SanKash to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

A party will not be in breach of these Terms of Use, nor liable for any failure or delay in performance of any of its obligations under these Terms of Use where such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, shortage of raw materials or supplies, industrial action or strike, power outages, epidemic, pandemic or electronic or communication network breakdowns ("Force Majeure Events"). If a Force Majeure Event affecting the provision of the Service by SanKash occurs, SanKash will use reasonable efforts to notify users through the Service or through its website or by email communication.

## **22. TERMINATION OF THE SERVICES**

SanKash may terminate Your access to and use of the Services without notice, in the event You

(a) breach these Terms of Use or (b) misuse or challenge SanKash's rights in the Content.



SanKash may at any time, and in SanKash's sole discretion, discontinue the Services or modify the Services, and such action by SanKash may adversely affect the use of the Services. SanKash shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Services. SanKash shall use reasonable efforts to notify users of the cessation of the Services or any changes that would affect Your use of the Services. SanKash may give such notices through the Service or on its website or by email communications.

You acknowledge that removing the SanKash Internet based applications from Your mobile phone does not automatically terminate Your rights to use the Services. You may, at any time, request termination of Your use of the Services by calling +91-8882613355 or emailing at [support@sankash.in](mailto:support@sankash.in).

Upon Your request that Your use of the Services be terminated:

Your right to access and use the Service will immediately terminate; and all of Your personal information will be permanently deleted from the Service, provided that copies of Your data may remain stored for limited periods of time on back-up media which will be cleansed from time to time.

SanKash reserves the right to retain records of Your personal information on the Service if it is reasonably required to keep such records for legal purposes including to comply with its legal or regulatory duties, to investigate and respond to complaints (including from other users), to enforce these Terms of Service or to defend itself against any claim or legal threat or allegations or if it requires to retain such data for other legitimate reasons; and SanKash will be entitled to retain any data in non-personal information form which may have been extracted or obtained from Your personal information including any aggregated, anonymized or otherwise de-personalized data.

### **Closing Your Account**

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

### **Dormant Accounts**

SanKash may close your account if you do not log in to your account or use the SanKash Services for two or more years. SanKash reserves the right to retain records of Your personal information on the Service if it is reasonably required to keep such records for legal purposes including to comply with its legal or regulatory duties, to investigate and respond to complaints (including from other users), to enforce these Terms of Service or to defend itself against any claim or legal threat or allegations or if it requires to retain such data for other legitimate reasons; and



SanKash will be entitled to retain any data in non-personal information form which may have been extracted or obtained from Your personal information including any aggregated, anonymized or otherwise de-personalized data.

### **23. LINKS TO AND FROM THE SERVICE**

The Service may contain links to third party websites and online services (such as Internet based applications) that are not owned or controlled by SanKash. SanKash has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or online services, and You access and use these websites or online services solely at Your own risk. These links are provided for Your reference and convenience only, and do not necessarily imply any endorsement, 16 sponsorship or recommendation of the material on these third-party websites or online services or any association with their operators. SanKash will not and cannot control or edit the content of any third-party website or online service. BY USING THE SERVICE, YOU EXPRESSLY RELEASE THE SANKASH and its Affiliates FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICE AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD PARTY. Accordingly, SanKash encourages You to be aware when You leave the Service, and You should read the terms and conditions that apply to other websites You visit.

### **24. ADVERTISEMENTS/RELEASE**

SanKash takes no responsibility for advertisements or any third-party material transmitted through or posted on the Service, nor does it take any responsibility for the products or services provided by service providers with profiles or other Content accessible through the Service ("Advertisers"). Any dealings You have with Advertisers found while using the Service are between You and the Advertiser, and You agree that SanKash is not liable for any loss or claim that You may have against an Advertiser.

YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE SANKASH And ITS AFFILIATES FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES.

### **25. SEVERABILITY AND ASSIGNMENT**

If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remaining part of such provision and all other provisions of the Agreement shall continue to be in full force and effect. Notwithstanding



the foregoing, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent as reflected by that provision.

Any rights and licenses granted to You under these Terms of Service may be transferred or assigned by You only with SanKash's prior written consent. For any rights that SanKash may hold under any agreement as between SanKash and You, SanKash may assign its rights without restriction and without notice to You.

## **26. DISPUTE RESOLUTION; ARBITRATION**

The Agreement and any contractual obligation between SanKash and You under the Agreement shall be governed by the laws of India, subject to the exclusive jurisdiction of the courts at Gurgaon, Haryana.

If any dispute or difference of any kind whatsoever shall arise between the User and SanKash in connection with or arising out of this Agreement, both SanKash and the User shall promptly and in good faith negotiate with a view to an amicable resolution and settlement of the dispute. SanKash may at its option, seek to settle any dispute arising out of or in connection with the Agreement through mediation in accordance with the Alternate Dispute Resolution and Mediation Rules, 2003.

In the event the User and SanKash are unable to amicably resolve a dispute, SanKash and the Users hereby expressly agree that all disputes shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language. The seat of arbitration shall be Gurgaon. The arbitration shall be conducted by a sole arbitrator appointed mutually by the disputing User and SanKash.

Arbitration awards shall be reasoned awards and shall be final and binding on SanKash and the disputing User/s and shall be enforceable in any court of competent jurisdiction.

## **27. UNLAWFUL OR PROHIBITED USE**

You warrant to SanKash that You will comply with all applicable laws, statutes, ordinances, regulations and treaties regarding the use of the SanKash Internet based applications, the Services and any other related activities. You further warrant that You will not use the SanKash Internet based applications in any way prohibited by terms contained in the Agreement or under applicable law.



## **28. GENERAL TERMS**

These Terms of Use constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of these Terms of Service are held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these Terms of Use by a representation other than those expressly set out in these Terms of Use.

Except as expressly permitted under these Terms of Service, no modification, alteration or waiver of any of the provisions of these Terms of Use will not be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and SanKash's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Nothing in these Terms of Service will create, or be deemed to create, a partnership or joint venture and will not be construed as giving rise to the relationship of principal and agent between the parties.

Being a technology partner to various service providers and a LSP to Lenders, along with SanKash terms of Service and Privacy policy, You may also be subject to Service Provider's and Lender's Terms of Service/Use and the Privacy Policy along with Services/loan Agreement that you shall enter with Service Provider or the Lender for availing services ("Lender/Service Provider Terms").

## **29. WAIVER**

SanKash's failure to enforce any provision of the Agreement or respond to a breach by You shall in no way imply a waiver of SanKash's right to subsequently enforce any provision of the terms of the Agreement or to act with respect to similar breaches by You.

## **30. GRIEVANCE OFFICER**



Any grievances which You may have with respect to the information shared by You with SanKash hereunder and its treatment, may be directed by You to the grievance officer of SanKash at the below mentioned coordinates:

Name: Nikhil Chopra

Phone Number: +91 9999000483 Email Address: support@sankash.in

Postal Address: The Grievance Redressal Officer

SanKash Private Limited

Unit 301, Global Business Square, Plot No.32, Sector 44, Gurugram, Haryana 122003

### **31. INTERPRETATION**

Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of the Agreement and shall be ignored in construing the same.

Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

The words “include” and “including” are to be construed without limitation. References to the word “Your” shall have the same meaning as “You”.

### **32. REFUND / CANCELLATION POLICY**

#### **Refund**

- a. A refund can only be created for a successful or settled transaction only as per the refund policy of the third-party merchants. A refund arises in the following scenarios:
  - Customer has changed his mind about the consumption of product pre/ post order delivery.
  - Refund can be initiated by the Merchant in the following scenarios:

- (a) Product service is out of stock
  - (b) Mismatch in transaction status between the company and merchant wherein transaction is failed state at merchant's end but is successful at company level.
- 
- b. The Customer/ Merchant can initiate complete refunds to the Customer's source account.
  - c. The process followed for refunds is as under:
    - Merchant to initiate refund.
    - The Company validates the refund against the original order. These are basic validations like a cumulative refund on this order i.e. order value, the order is not more than a year old etc or as per the merchant refund policy;
    - Sync confirmation after validation of refund is provided in response to the request.
    - Once the refund is validated at Company's end, the Company deducts the refund amount from the Merchant's pending settlement amount.
    - The Company initiates the refund to the Bank. Apart from net banking refunds as it is instant in nature, most of the net banking refunds are file-based and hence, are sent to the Bank on the next working day.
    - Once the Bank accepts the refund, the Company sends the message 'Success Refund' to the Merchant. This depicts that a refund has been initiated.
    - Bank credits the customer's source account with the refund amount.
    - There are some exception cases where a refund is not processed in the customer source account/mode when source account/mode is closed, wallet limit exhaust, customer requested to get a refund in a different account and when order is old and hence automatic refund couldn't be processed in the source.

## **Cancellation/Rejection**

### **A. Rejection**



- Notwithstanding anything contained anywhere in this Agreement, the Merchant hereby fully confirms and agrees that SanKash reserve the right to reject payments prior to Authorisation in the following situations:

1. The Transaction is for any reason unlawful, unenforceable, doubtful, or erroneous.
2. Any Transaction made through a card outside the territory authorized for the use of the card.
3. Any Transaction cancelled due to a very high-risk score discovered using SanKash fraud mitigations tools.
4. The Transaction not having obtained a necessary Authorisation/Authentication as required to be obtained in terms of this Agreement.
5. The Customer's name or account number or any other necessary details is found to be omitted or incomplete.
6. SanKash is of the opinion that there are suspicious circumstances surrounding the Transaction.
7. If the Transaction was not made in accordance with the requirements API requirements of SanKash.

- Payments can be rejected by Acquiring Bank/Issuers post Authorization and prior to settlement in the following circumstances

1. The second or subsequent debt amount in case Transaction is debited more than once from Customer Bank Account.
2. Authorisation canceled Transaction.
3. Withheld Transaction found to be fraudulent or invalid.
4. Refund Transactions

## **B. Cancellation**

- Pre-Authorisation Cancellation: This is a paid service offered by SanKash and shall be applicable only if this service is explicitly enabled by the Merchant. This service implies the process of unblocking the Transaction amount earlier blocked by the Acquiring Bank/Issuer from the Customer Valid card/Bank Account before that amount is settled into SanKash Escrow/Nodal Account. Following are the situations where Pre-Authorisation Cancellation may take place:



1. Acquiring Bank initiated the Pre-Authorisation Cancellation for any reason/cause whatsoever.
2. Merchant initiated Pre-Authorisation Cancellation showing his inability to make Delivery of the Products.