TERMS OF USE

Last Updated: 22 September 2026

These Terms of Use (“**Terms**”) govern access to and use of the website, application, platform, products, managed services and other services provided under the brand **RiplCap** (collectively, the “**Services**”).

The Services are provided by RIPL Media, having its registered office at Suncity, Sector 54, Gurgaon, Haryana (“**RiplCap**”, “**we**”, “**us**” or “**our**”).

By accessing or using the Services, you agree to these Terms. If you access the Services on behalf of an organisation, you represent that you have authority to bind that organisation.

Where RiplCap and a customer have entered into a separate subscription agreement, services agreement, order form or other written agreement, that agreement will govern to the extent of any inconsistency with these Terms.

1. The RiplCap Services

RiplCap provides technology and managed operational solutions for private-market participants.

Depending upon the customer's subscription and configuration, the Services may include functionality relating to:
(a) investment manager, fund and scheme management;
(b) deal flow and potential investment management;
(c) portfolio company monitoring;
(d) investor and LP management;
(e) onboarding and information collection;
(f) KYC and AML-related workflows;
(g) financial and portfolio information management;
(h) capital calls, distributions and investor communications;
(i) reporting;
(j) investment-document and term-sheet workflows;
(k) document repositories and data rooms;
(l) debt and distributor management;
(m) investor relations and portfolio-company operations;
(n) managed operational services; and
(o) related functionality made available by RiplCap from time to time.

Features may differ according to the applicable subscription, implementation and customer agreement.

2. Accounts and Authorised Users

Customers are responsible for identifying persons authorised to access their RiplCap account.

Users must provide accurate information, maintain the confidentiality of login credentials and promptly notify RiplCap of suspected unauthorised access.

Customers are responsible for activities carried out through their authorised user accounts, except to the extent caused by RiplCap's breach of its obligations.

RiplCap may implement role-based permissions, multi-factor authentication or other access controls.

3. Customer Data

"**Customer Data**" means information, documents, files and other content submitted to or processed through the Services by or on behalf of a customer.

As between RiplCap and the customer, the customer retains its rights in Customer Data.

The customer grants RiplCap a limited right to host, copy, process, transmit, display and otherwise use Customer Data to the extent necessary to provide, secure, maintain and improve the Services and fulfil RiplCap's contractual obligations.

RiplCap will not acquire ownership of Customer Data merely because it is uploaded to the Services.

4. Customer Responsibilities

The customer is responsible for:
(a) the accuracy and completeness of information supplied to RiplCap;
(b) ensuring that it is authorised to provide Customer Data;
(c) obtaining necessary notices, permissions and consents;
(d) configuring appropriate user permissions;
(e) reviewing information and outputs produced through the Services;
(f) complying with laws and regulatory obligations applicable to its business; and
(g) maintaining appropriate internal approvals and professional oversight.

5. Managed Operational Services

Certain subscriptions may include managed operational services.

These may include onboarding assistance, information collection, document-completeness checks, follow-ups, coordination and other agreed operational support.

Managed operational services are intended to assist the customer's team. Unless expressly agreed otherwise in writing, RiplCap does not assume the statutory, fiduciary, regulatory or professional responsibilities of the customer, its investment manager, trustee, fund administrator, compliance officer, auditor, valuer, legal adviser, investment committee or other professional advisers.

Final decisions and approvals remain with the customer and its authorised personnel.

6. KYC and AML

RiplCap may facilitate KYC, AML, sanctions, PEP, adverse-media or related screening workflows directly or through specialist third-party service providers.

Screening information is provided as an operational and compliance-support tool.

A match, alert or absence of an alert should not be treated as a definitive determination regarding a person or transaction.

Customers remain responsible for determining the KYC and AML requirements applicable to them, reviewing results and making final compliance decisions.

7. Investment and Legal Documentation

RiplCap may provide functionality for generating or preparing term sheets, first-cut investment documents and other legal or transaction documentation based on customer inputs, templates and automated tools.

Such outputs are drafting and workflow tools only.

RiplCap does not, through the provision of such functionality, act as the customer's legal adviser or provide a legal opinion.

All legal documents and transaction outputs should be reviewed and finalised by appropriately qualified legal counsel before execution or reliance.

8. Financial Information, Valuations and Performance Metrics

The Services may display, calculate or assist with metrics including NAV, ROI, MOIC, IRR, XIRR and other financial or portfolio information.

Such outputs depend on Customer Data, assumptions, valuations, transaction dates and other underlying information.

RiplCap does not independently determine the fair value of investments unless expressly agreed under a separate service.

Customers are responsible for verifying financial information and obtaining any valuation, audit, accounting or professional review required by applicable law or internal policy.

9. Reports and Regulatory Outputs

RiplCap may generate reports, templates, data compilations or other outputs intended to assist customers with internal, investor, regulatory or compliance-related reporting.

Unless expressly agreed otherwise, RiplCap does not act as the customer's compliance officer, regulatory filing agent or statutory adviser.

Customers are responsible for reviewing, approving and determining whether any output is complete, accurate and suitable for submission or reliance.

10. Artificial Intelligence and Automated Outputs

The Services may incorporate artificial intelligence, machine learning and automated processing.

AI-assisted outputs may include document extraction, classification, summaries, calculations, draft documents and other generated material.

Automated outputs may be inaccurate, incomplete or unsuitable for a particular transaction or purpose.

Users must exercise appropriate professional judgment and independently review material outputs before relying upon them.

11. No Investment Advice

RiplCap provides technology and operational infrastructure.

Nothing provided through the Services constitutes an offer, solicitation or recommendation to purchase, sell or hold any security or investment.

RiplCap does not provide investment advice or make investment decisions on behalf of customers merely by providing the Services.

Customers remain solely responsible for their investment decisions and investment processes.

12. Third-Party Services

The Services may integrate with third-party services, including KYC/AML providers, cloud infrastructure, communications systems, artificial intelligence providers and other technology or professional service providers.

Use of certain third-party services may be subject to additional terms.

RiplCap is not responsible for independent acts or omissions of third parties except to the extent responsibility cannot lawfully be excluded or has expressly been assumed under a written agreement.

13. Acceptable Use

Users must not:
(a) use the Services unlawfully or fraudulently;
(b) access information without authorisation;
(c) attempt to bypass security or access controls;
(d) upload malicious code;
(e) interfere with the integrity or operation of the Services;
(f) reverse engineer or attempt to derive source code except where such restriction is prohibited by law;
(g) use another person's credentials without authorisation;
(h) upload information that infringes third-party rights;
(i) use the Services to misrepresent, impersonate or deceive another person; or
(j) use the Services in a manner that could materially damage RiplCap, its infrastructure or other customers.

The IT Rules include obligations concerning publication of user rules, privacy policies and user agreements for entities falling within the relevant intermediary framework.

14. Intellectual Property

RiplCap and its licensors retain all rights in the Services, including the software, platform architecture, workflows, interfaces, databases, designs, documentation, trademarks and proprietary technology.

Except for the limited right to use the Services during the applicable subscription, no intellectual property rights are transferred to the customer.

Customer-specific information and Customer Data remain subject to Clause 3.

Feedback provided regarding the Services may be used by RiplCap to develop and improve its products without restriction, provided such use does not disclose the customer's Confidential Information.

15. Confidentiality

Each party may receive confidential or proprietary information belonging to the other.

Each party shall use such information only for purposes relating to the Services and shall implement reasonable measures to prevent unauthorised disclosure.

Confidential information may be disclosed to employees, professional advisers and service providers who require access for the relevant purpose and are subject to appropriate confidentiality obligations.

These restrictions do not apply to information that is lawfully public, independently developed, already lawfully known, received lawfully from a third party without confidentiality restrictions, or required to be disclosed by law.

16. Fees and Taxes

Fees are determined under the applicable subscription, order form, proposal or services agreement.

Unless otherwise stated, fees are exclusive of applicable taxes.

Customers must pay invoices in accordance with the applicable commercial terms.

Failure to pay undisputed amounts may result in suspension or termination of access following applicable notice.

17. Subscription and Termination

The term of a subscription will be specified in the applicable commercial agreement.

Either party may terminate where permitted under that agreement or where the other party commits a material breach and fails to cure such breach within the applicable cure period.

RiplCap may immediately suspend access where reasonably necessary to address security risks, unlawful activity or material misuse of the Services.

Upon termination, customer access will cease subject to any agreed data-export or transition period.

18. Availability and Changes

RiplCap will use commercially reasonable efforts to maintain availability of the Services.

The Services may occasionally be unavailable because of maintenance, upgrades, security issues, third-party infrastructure failures or circumstances outside RiplCap's reasonable control.

RiplCap may modify or improve features from time to time. RiplCap will not intentionally remove material contracted functionality during a paid subscription without reasonable notice or an appropriate alternative, subject to the applicable customer agreement.

19. Disclaimer

Except as expressly stated in a written agreement, the Services are provided on an “as available” basis.

To the maximum extent permitted by law, RiplCap does not warrant that the Services will be uninterrupted or error-free or that every automated output, third-party data point or customer-supplied input will be complete or accurate.

Nothing in these Terms excludes warranties or rights that cannot lawfully be excluded.

20. Limitation of Liability

To the maximum extent permitted by applicable law, neither party will be liable to the other for any indirect, incidental, special, punitive or consequential loss, including loss of profits, revenue, goodwill or anticipated savings, arising from the Services.

Except for liabilities that cannot lawfully be limited and any exclusions expressly agreed between the parties, RiplCap's aggregate liability arising out of or relating to the Services during any twelve-month period shall not exceed the fees paid or payable by the relevant customer to RiplCap during the twelve months immediately preceding the event giving rise to the claim.

21. Indemnity

The customer shall indemnify RiplCap against third-party claims, losses and reasonable costs arising from:
(a) Customer Data supplied without necessary rights or authority;
(b) unlawful use of the Services by the customer;
(c) the customer's material breach of these Terms; or
(d) infringement of third-party rights by materials supplied by the customer,

except to the extent caused by RiplCap's breach, negligence or wilful misconduct.

22. Data Protection

Each party shall comply with data-protection requirements applicable to it.

Where RiplCap processes personal data on behalf of an enterprise customer, the parties may enter into a separate data processing agreement governing such processing.

The RiplCap Privacy Policy forms part of the framework governing processing through the Services.

23. Electronic Communications

Users consent to receiving electronic communications relating to the Services, including notices, authentication messages, workflow notifications and other operational communications.

Electronic records and communications may be maintained as evidence of activity carried out through the Services, subject to applicable law.

24. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of India.

Any dispute arising from these Terms shall first be attempted to be resolved through good-faith discussions between the parties.

If the dispute is not resolved within 30 days, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. The seat and venue of arbitration shall be Gurugram, Haryana, and the proceedings shall be conducted in English.

Subject to the arbitration provision above, courts at Gurugram, Haryana shall have exclusive jurisdiction.

25. Amendments

RiplCap may amend these Terms from time to time.

Material changes will be communicated through the Services or by other reasonable means. Continued use following the effective date of revised Terms constitutes acceptance to the extent permitted by applicable law.

Changes to enterprise contractual terms will remain subject to the applicable customer agreement.

26. General

If any provision of these Terms is held unenforceable, the remaining provisions will continue in effect.

Failure to enforce a provision does not constitute waiver.

The customer may not assign its rights under these Terms without RiplCap's consent, except as part of a permitted corporate restructuring or transaction. RiplCap may assign these Terms in connection with a merger, restructuring, financing or sale of all or substantially all of the relevant business.

These Terms, together with applicable order forms, customer agreements and incorporated policies, constitute the agreement governing use of the Services.

27. Contact

For questions concerning these Terms:

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