

## Terms & Conditions – (Payment)

These **Terms & Conditions** (“Terms”) form a legally binding agreement between **GEPL Capital Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at D-21, Dhanraj Mahal, CSM Marg, Colaba, Mumbai-400001, CIN: U67120MH1997PTC110941, SEBI Registration Nos.: INZ000168137 (NSE and BSE) (hereinafter referred to as “GEPL”, “Company”, “we”, “us”, or “our”), and any person (“You”, “Your”, “Client”, or “User”) accessing or using our website [www.geplcapital.com](http://www.geplcapital.com) (“Website”) or availing any services—particularly online payments via UPI, Net Banking, and other payment modes facilitated by Razorpay (“Payment Services”).

By using the Website or completing any payment transaction, you acknowledge and agree to be bound by these Terms. If You do not agree, please refrain from using our services.

For the purposes of these Terms:

**Applicable Laws** means all laws, regulations, circulars, and guidelines issued by SEBI, RBI, MCA, and other relevant authorities in India.

**Client Code** means the unique identification number allotted by GEPL to its clients.

**Payment Gateway** means the Razorpay platform and any related banking infrastructure used to process payments.

### 1. Scope of Services

1.1 GEPL acts as a stock broker, depository participant, mutual fund distributor, and more, as described on our Website.

1.2 The Website provides access to these services, including the ability for existing clients to make payments using Razorpay-enabled methods such as UPI, Net Banking, debit/credit cards, etc.

### 2. Eligibility

2.1 The online payment facility is available only to clients properly registered with GEPL and holding a valid client code.

2.2 You must be legally competent to enter into contracts under Indian law.

### **3. Payment Processing & Gateway**

3.1 Payments are processed through Razorpay, a third-party payment aggregator, in compliance with Applicable Laws and RBI guidelines.

3.2 GEPL does not store or access your card, bank, or UPI credentials—these are handled securely by Razorpay in a PCI-DSS-compliant environment.

3.3 Payments must be made in Indian Rupees (INR), unless explicitly stated otherwise.

3.4 Please ensure accuracy while entering payment details; GEPL is not liable for errors due to incorrect input.

### **4. Payment Gateway Disclaimers**

GEPL is not liable or responsible for the proper functioning or otherwise of the Gateway or for any transaction errors, losses, malfunctioning. Similarly, GEPL is not responsible for technical issues such as downtime, network failures, hacking, or payment gateway malfunction.

### **5. Disputes, Delays & Cut-offs**

GEPL is not liable for delayed execution of trades or NAV discrepancies that result from payment gateway delays.

### **6. KYC, Compliance & Due Diligence**

- GEPL undertakes to promptly provide all necessary documentation to satisfy Razorpay or regulatory compliance requirements.

### **7. USP Security & Data Privacy**

You agree to implement and maintain appropriate security measures to safeguard personal and financial data as required under Applicable Laws.

Complaints regarding data breaches or security incidents should be promptly communicated to our support team at [support@geplcapital.com](mailto:support@geplcapital.com) and or Razorpay's grievance portal.

## 10. Limitation of Liability

- GEPL is not liable for technical failures, unauthorized access, incorrect payment execution due to user error, or acts of third parties including banks or Razorpay.
- Our liability is strictly limited to the payment amount actually received by us.

## 11. Indemnity

You agree to indemnify and hold GEPL harmless from any losses, claims, or damages arising out of misuse of the payment systems, violation of these Terms, or supply of incorrect or deceptive information.

GEPL will not be responsible for any failure or delay caused by events beyond its reasonable control, including natural disasters, strikes, system outages, or acts of government.

## 12. Modifications

GEPL may revise these Terms at any time, and updates will be effective upon publication on the Website. Your continued use constitutes acceptance.

## 13. Governing Law & Jurisdiction

These Terms are governed by the laws of India. Disputes shall be subject to the exclusive jurisdiction of courts in **Mumbai, Maharashtra**.

## 14. Contact Details

For any clarifications or grievances related to payments:

- **Email:** [support@geplcapital.com](mailto:support@geplcapital.com); [payment@geplcapital.com](mailto:payment@geplcapital.com)
- **Phone:** +91-22-3101 9911

## REFUND POLICY

This Refund Policy (“Policy”) applies to all **online payments made to GEPL Capital Pvt. Ltd.** (“GEPL”, “Company”, “we”, “us”) via our website [www.geplcapital.com](http://www.geplcapital.com) using Razorpay-facilitated payment methods including but not limited to UPI, Net Banking, debit/credit cards, NEFT/RTGS/IMPS, and other modes permitted by law.

By making a payment, you (“Client”, “You”) agree to the terms set forth in this Policy.

For the purpose of this Policy:

**Applicable Laws:** All laws, regulations, circulars, and guidelines issued by SEBI, RBI, MCA, and relevant authorities.

**Client Code:** The unique identification number allotted by GEPL to its clients.

**Payment Gateway:** The Razorpay platform and allied banking systems used to process online payments.

### 1. Applicability & General Principle

- **Payments once made are generally non-refundable**, unless specified otherwise and verified by our Accounts team.
- **Fees for account opening or service initiation**, including equity, and Demat accounts, are **non-refundable**, aligning with standard practices.

### 2. Situations Where Refund May Be Permitted

Refunds may be considered in these specific circumstances:

**2.1 Duplicate Payments or Excess Amounts:** Where a client has made two payments for the same purpose or an amount exceeding the due, the excess may be refunded upon verification.

**2.2 Technical Errors & Payment Failures:** If funds were debited and crediting to GEPL due to gateway or banking errors, and confirmed by Razorpay/bank, a refund will be processed.

**2.3 Unused Funds / Inactive Account:** If the payment was received but not applied to any transaction or service and remains unused, a refund may be processed subject to client request or as per the norms of the Exchange and SEBI or as per the scheduled settlement cycle.

### 3. Refund Procedure

To request a refund, follow these steps:

- **Timing:** Submit a written request to **support@geplcapital.com** within **seven (7) calendar days** of the transaction date, unless otherwise specified.
- **Required Details:**
  - Client Code and PAN (if applicable)
  - Transaction Reference/ID, Date & Amount
  - Purpose of Payment
  - Reason for Refund Request
  - Bank account/UPI details if funds need to be credited (especially for NEFT/RTGS/IMPS refunds)
- **Verification:** Our Accounts team will:
  - Cross-check payments with Razorpay and our records
  - Confirm if payment is unused, duplicated, or erroneous
- **Processing Timeline:** Refunds, if approved, will be initiated within **7–10 working days**.
- **Refund Mode:** Funds will be returned only through the **original payment method**.

### 4. Processing Time & Charges

- **Processing Duration:** GEPL will process normal refunds within **5–10 business days**, depending on the client's bank or payment mode.
- **Refund Fees:** GEPL does **not** deduct any extra charges for refunds. However, the **initial transaction fee charged by Razorpay** at payment capture time is **non-refundable**.

## 5. Limitations & Exclusions

Refunds will **not** be granted in these cases:

- **Trading Activity Executed:** Once funds have been used to execute trades or services have been rendered, no refunds are permitted.
- **Statutory Charges:** Brokerage, taxes (GST, SEBI, stamp duty), or levies once charged are **non-refundable** even if the transaction fails.
- **Late Requests:** Requests made after the stipulated timeframe (e.g., after 7 days) will generally be rejected.

## 6. Rights Reserved & Modifications

- GEPL reserves the right to **reject refund requests** if the conditions above are not met or documentation is insufficient.
- This Policy may be **amended without prior notice**, with updated versions published on our website—your continued use implies acceptance.

## 7. Governing Law & Dispute Resolution

- This Policy is governed by the **laws of India**.
- Any disputes arising in connection with refunds or this Policy are subject to exclusive jurisdiction of courts in **Mumbai, Maharashtra**.

## 8. Grievance Redressal

For any clarifications or grievances related to payments:

- **Email:** [support@geplcapital.com](mailto:support@geplcapital.com); [payment@geplcapital.com](mailto:payment@geplcapital.com)
- **Phone:** +91-22-3101 9911

## CANCELLATION POLICY

This Cancellation Policy (“Policy”) governs all requests for cancellation of payments made to **GEPL Capital Pvt. Ltd.** (“GEPL”, “Company”, “we”, “us”) through our website [www.geplcapital.com](http://www.geplcapital.com) using payment methods enabled via Razorpay (including UPI, Net Banking, debit/credit cards, etc.).

By initiating a payment to GEPL, you (“Client”, “You”) acknowledge that you have read, understood, and agree to the terms of this Policy.

### 1. General Principle

- **All payments are final** once successfully processed and credited to your trading/Demat/margin account.
- Cancellations are permitted **only under specific circumstances** mentioned in this Policy.

### 2. Permissible Grounds for Cancellation

A payment may be cancelled **only** in the following cases:

**2.1 Duplicate Transaction:** Two or more identical payments made for the same obligation or purpose.

**2.2 Wrong Amount Entered:** Payment amount mistakenly entered higher than intended, and no trades have been executed with the excess amount.

**2.3 Technical Error by Payment Gateway:** Razorpay or the banking system has processed a payment incorrectly or multiple times due to a technical issue.

**2.4 Service Not Availed:** Where a payment was made for a specific non-trading service (e.g., advisory subscription) and the service has not commenced.

### 3. Non-Cancellable Transactions

Payments **cannot** be cancelled under these circumstances:

- **Executed Trades:** Once any part of the credited funds has been used for trading or investing.

- **Cleared Obligations:** Where funds have been applied to meet margin, settlement, or outstanding dues.
- **Statutory & Regulatory Charges:** Brokerage, GST, SEBI fees, stamp duty, or exchange transaction charges once levied.
- **Third-party Services:** Payments for services provided by third-party vendors or partners.
- **Late Requests:** Requests received beyond **24 hours** from the time of payment.

#### 4. Cancellation Request Procedure

To request cancellation:

**Step 1:** Email [support@geplcapital.com](mailto:support@geplcapital.com) (cc: [payment@geplcapital.com](mailto:payment@geplcapital.com)) within **24 hours** of the payment.

**Step 2:** Provide the following details:

- Client Code
- Transaction Reference ID
- Date and Time of Payment
- Amount Paid
- Reason for Cancellation

**Step 3:** Our Accounts team will:

- Verify the payment status in Razorpay and bank records.
- Confirm that funds are unused and eligible for cancellation.

**Step 4:** If approved, the transaction will be reversed or processed as a **Refund** in accordance with our **Refund Policy**.

#### 5. Processing & Timelines

- Approved cancellations will be actioned within **2 working days** of request approval.
- Refunds arising from cancellations will follow the **Refund Policy timelines** (generally 7–10 working days).
- All reversals will be made to the **original payment method** only, as per guidelines.



## 6. Razorpay & Bank Delays

- GEPL is **not responsible** for delays caused by Razorpay, banks, or other intermediaries.
- Clients should allow up to **10 working days** for the reversal to reflect in their account.

## 7. Compliance & Verification

- GEPL reserves the right to **reject cancellation requests** if documentation is incomplete or conditions are not met.
- Requests may be subject to additional verification, including KYC validation, to prevent fraud or money laundering with **PMLA, SEBI, and Exchange guidelines**.

## 8. Modifications to Policy

- This Policy may be updated from time to time. The latest version will always be available on [www.geplcapital.com](http://www.geplcapital.com).
- Your continued use of our services implies acceptance of the updated terms.

## 9. Governing Law & Jurisdiction

- This Policy is governed by the laws of India.
- All disputes shall be subject to the exclusive jurisdiction of courts in **Mumbai, Maharashtra**.

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## 10. Grievance Redressal

For any clarifications or grievances related to payments:

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