

6 July 2018

## OLA MONEY POSTPAID

**PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL OF THESE TERMS SET OUT IN PART I AND THE PRIVACY POLICY IN PART II BEFORE YOU START USING THE APPLICATION AND THE PAYMENT SYSTEMS, INCLUDING THE FACILITY, AS YOU WILL BE BOUND BY THESE TERMS WHEN YOU CLICK THE “I ACCEPT” BUTTON.**

This document is an electronic record in terms of Information Technology Act, 2000 and amendments thereof from time to time and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By clicking the “**I accept**” button, You acknowledge that You have read and understood these “**Terms**” under Part I and “**Privacy Policy**” under Part II. If You do not agree with any of these Terms and Privacy Policy, You must immediately cease accessing and/or using the Application or other portals, or the services being provided under these Terms and Privacy Policy. Your acceptance of these Terms and Privacy Policy will operate as a binding agreement between You and Us in respect of Your use of the Application and the Payment Systems, including the Facility.

### PART I

#### TERMS

1. The term “**You/ Your/ User**” refers to the user of the Services via the Application, third party applications or other portals, on acceptance of these Terms.
2. These User Terms apply to Your access to, and use of, the Services (whether through a computer, mobile phone or other electronic device), and all information, recommendations and other products and services provided to You using the Services.

#### **3. Definitions**

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

- (a) “**Account**” shall mean and refer to the account created by the User on the Application, after providing the Registration Data, for availing the Services provided by Zipcash;
- (b) “**Applicable Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties and regulations, in force at the relevant time in India;
- (c) “**Application**” shall mean any mobile or other application, web-Application, weblink or any other platform owned and/or operated by Zipcash, or any other software that enables the use of the Application;

- (d) **“Facility”** shall mean the deferred payment facility provided by the Merchant to the User, or the short term credit facility provided by the Financial Institution to the User, as the case may be, facilitated by Zipcash under the brand name ‘Ola Money Postpaid’;
- (e) **“Financial Institution”** shall mean a non-banking financial institution or a bank or any other legal entity that is permitted to extend use of the Payment Systems, and which has an arrangement with Zipcash for extending the Payment Systems to You;
- (f) **“KYC Information”** shall mean information required by the Financial Institution for providing the Facility/ Payment Systems, as maybe prescribed under Applicable laws as may be necessary to satisfy Know Your Customer norms (**“KYC Norms”**).
- (g) **“Merchant”** shall mean any merchant/ seller that accepts payments for its products/services using the Facility/ Payment Systems, and which has an arrangement with Zipcash for the same;
- (h) **“Merchant Platform”** shall mean the mobile or other application, web-Application, weblink or any other platform owned and/or operated by the Merchant for sale of its products/services;
- (i) **“Zipcash”** or **“We”** or **“Us”** or **“Our”** or **“Ourselves”** shall mean and refer to Zipcash Card Services Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 323, Corporate Centre, Nirmal Lifestyle, LBS Marg, Mulund W, Mumbai – 400080 and shall include its successors and assigns;
- (j) **“Privacy Policy”** shall mean the privacy policy of Zipcash applicable to You, as available at Part II;
- (k) **“Registration Data”** shall mean and may include the present, valid, true and accurate name, email ID, phone number, KYC Information (*where applicable*) and/or such other information as may be required from the User from time to time, for registration of the Account and use of the Application;
- (l) **“Services”** shall mean and include the technology platform offered by Zipcash that enables a User to connect with the Merchant/ Financial Institution to avail of the Facility and to make payment through the Payment Systems for Transactions undertaken by the User for the purchase of products/ services of the Merchant;
- (m) **“Transaction”** shall mean every transaction for purchase of the products/ service of the Merchant, using any of the Payment Systems. For clarity, Transaction shall include failed Transactions.
- (n) **“Payment Systems”** shall mean access to the other payment systems/ modes being facilitated by Zipcash (directly or through third party service providers/ payment gateways) on the Application, including the Zipcash OlaMoney Wallet and payments through credit card, debit card, net-banking, UPI and the Facility.

#### **4. Interpretation**

- (a) References to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment thereof for the time being in force, and to all statutory instruments or orders made pursuant to such statutory provisions.
- (b) The headings of the various clauses in these Terms are only for quick reference and identification and are not to be taken as a statement of content of the clauses thereunder. They shall not be capable of restricting or otherwise altering the provisions and interpretations contained in the various terms of these Terms.
- (c) The singular includes the plural and vice versa, and words importing a gender include other genders.

- (d) References to the words "include" or "including" shall be construed without limitation.
- (e) References to these Terms or to any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may, from time to time, be amended, varied or supplemented.
- (f) Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assigns. Similarly, any reference to a juristic person such as Zipcash will, unless repugnant to the context, include its affiliates, successors and permitted assigns.
- (g) Throughout these Terms, Our "prior written consent" means a communication coming from Our authorized representative, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization.

## **5. Eligibility**

- (a) You will be eligible to register and open an Account and use Our Services only when You fulfill the following conditions: (i) You have attained 18 (eighteen) years of age; (ii) You are a resident of India, and (iii) You are competent to enter into a contract under the Applicable Laws.
- (b) Your eligibility to avail the Payment Systems may be subject to certain specific terms as may be made applicable by the third party providing such Services, and Your use of such Payment Systems shall be deemed to convey Your acceptance of such applicable terms. Specifically, You will not be able to avail the UPI service unless You first register Your mobile number with the concerned bank. You are solely responsible for such registration and for linking Your correct bank account(s).
- (c) You can avail the Services only if You fulfill the prescribed conditions and if the Merchant/ Financial Institution is satisfied with Your eligibility after analyzing the Registration Data, KYC Information and other information provided by You. If You are not eligible, please immediately abandon any and all attempts to register with Us and/or use Our Services, and cease Your use of the Application.
- (d) We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account or the Services is not an eligible user.
- (e) As a minor if You wish to avail the Services, You may not do so directly, but such Services may be availed by Your legal guardian or parents who have registered as Users on the Application. Notwithstanding anything contained under these Terms, We reserve the right to terminate Your membership, refuse to provide You with access to the Account and/or refuse to provide the Services to You, if it is brought to Our notice or if it is discovered that You are not eligible to register on/ use the Account under these Terms and/or Applicable Laws, or for any other reason as We may deem fit, including but not limited to reasons of security and fraud concerns.

## **6. Registration**

- (a) You can register as a User by providing Registration Data and any other additional information that Zipcash may prescribe to be necessary to satisfy itself, or any other information that We may deem fit and require from time to time.
- (b) You shall ensure that the Registration Data provided by You is accurate, complete, current and true. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided to Us.
- (c) You hereby expressly consent to receive communications from Us or from any person authorized by Us, on Our behalf, on Your registered phone number (via phone calls/SMS) and/or e-mail id. You agree that any communication so received by You will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.

- (d) You will have to create an ID and password at the time of registering on the Account. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and Transactions that occur through Your Account, whether initiated by You or by any third party. The password and other details of Your Account should not be shared with anybody. Your Account is non-transferable and is not capable of being transferred to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account or accessing Your device, either with or without Your knowledge. We shall not be liable for any claims, damages, liabilities etc. that may be suffered by You or any third party as a consequence of any unauthorized use of Your Account, and You shall be solely liable for the same. In case of any unauthorized use of Your Account, please immediately reach Us at [care@zipcash.in](mailto:care@zipcash.in).
- (e) You are solely responsible to keep Your OTP, UPI PIN, bank account details and any other related details confidential.
- (f) In the event of any change in any Registration Data, including Your email ID and contact number, You agree to promptly update/ block Your Account to ensure that the communications We intend to send to You are delivered to You and are not sent to any other entity/third party.
- (g) We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way. We reserve the right to suspend or terminate Your Account for reasons, including but not limited to any fraud charges against You raised by any bank, Financial Institution, other Account holders or concerned authorities, and You hereby authorize Us to share Your information with them for the purposes of investigation or otherwise.
- (h) We allow You to open only one Account in association with the Registration Data provided by You.
- (i) In case You are unable to access Your Account, please inform Us at [care@zipcash.in](mailto:care@zipcash.in) and make a written request for blocking Your Account, if required. We will not be liable for any unauthorized Transactions made through Your Account prior to You making a request in writing for blocking and during the processing of such requests. We shall require atleast 72 (Seventy Two) hours to process Your request and the same shall be subject to occurrence of any Force Majeure Events (*defined below*) or any other events, which are beyond Our reasonable control.

## **7. Use of the Services**

- (a) Zipcash provides the Services to Merchants through the Payment Systems, including but not limited to Zipcash OlaMoney Wallet, debit/credit card, UPI and the Facility. By using the Services, You acknowledge and agree that Zipcash is not a bank and the Services should in no way be construed as the provision of banking services.
- (b) You understand that the Payment Systems (excluding Zipcash OlaMoney Wallet) are extended by the Financial Institution/ Merchant (*as the case maybe*), and that Zipcash is merely providing certain Services in this regard. Further, certain financial transfers using the Payment Systems are governed by the terms and conditions agreed to between You and the respective Financial Institution providing such Payment Systems.
- (c) It is agreed that the contract for sale of any products/ services shall be a strictly bilateral contract between You and the Merchant.

## **8. Use of the Facility**

- (a) The Facility is a deferred payment facility provided by the Merchant to the User, or the short term credit facility provided by the Financial Institution to the User, as the case may be, to enable You

to purchase the products/services from the Merchant Platform or otherwise, and to pay for the same.

- (b) Zipcash offers a technology platform, through the Application, which enables You to avail the Facility from the Merchant/ Financial Institution, as applicable. The Merchant enables You to avail of the Facility by enabling the User to use the Services on the Merchant Platform. You will be eligible to avail the Facility, so long as You have an Account with Zipcash, subject to these Terms. Payment towards use of the Facility however, shall not be subject to You having an Account.
- (c) The Merchant would have the sole discretion to decide the products/services in relation to which the Facility can be utilized by You on the Merchant Platform, and such decision by the Merchant would be final. You further acknowledge and agree that merely by accessing the Merchant Platform or applying for the Facility, You would not be entitled to avail the Facility. The Merchant or the Financial Institution, as the case maybe, would have the right to determine Your eligibility to avail the Facility either on its own or through its agents or third party service providers, and in this regard, require for You to provide certain information and documents. For this purpose, the Merchant and Financial Institution(s) have appointed Zipcash to conduct a behavioral assessment of You, to determine whether You are eligible to avail the Facility from the Merchant/ Financial Institution. It is clarified that it is the Merchant/Financial Institution that is granting the Facility to the Users, and that Zipcash is merely facilitating the same.
- (d) Your Registration Data may be used by the Merchant/Financial Institution and/or Zipcash, to evaluate, whether manually or using an algorithm for automated decision making, and examine:
  - (i) the information and documents provided by You at the time of availing the Facility; and
  - (ii) the information and documents available with the Merchant/Financial Institution/Us prior to Your Application for availing the Facility (including the Registration Data) and at any time during use of the Facility, and in doing so, the Merchant/Financial Institution may transfer this information to Zipcash and/or Zipcash's affiliates, agents and third party service providers that are engaged by Zipcash in this regard. You acknowledge and agree that the information may be transferred to and used by the Us and/or Our affiliates, agents and third party service providers engaged by Us for the purposes of the extension of the Facility, including for the purposes of determining Your eligibility to avail the Facility, determining the quantum of the Facility that may be availed by You and the repayment schedule ("**Repayment Schedule**") that may be offered to You, and for offering You any other products or Services of Zipcash, Our affiliates or any third party identified by Zipcash. While undertaking such evaluation, the Merchant, Financial Institution, Us, Our third party service provider or agent shall have the right to evaluate such other information and documents concerning You that is available with it, as it deems appropriate. At all times, Your information will be treated by the Us in accordance with Applicable Law, these Terms and the Privacy Policy.
- (e) We shall maintain necessary records in respect of the Facility availed by You and the amounts due in respect of the products/services purchased, and You agree and permit the Merchant/Financial Institution to share such records with Zipcash or any party identified by Zipcash, and vice versa, in order to avail the Services and/or the Facility. You agree that such records shall be sufficient proof of the Transactions entered into between You and Merchant/Financial Institution and the amounts due thereto, which You shall not dispute.

- (f) We shall also maintain necessary records in respect of the amounts paid by You, under the Repayment Schedule to the Merchant/Financial Institution, via Zipcash, in relation to the Facility. You agree that such records as maintained by Us shall be sufficient proof of the amounts due from You to Us/ Merchant/ Financial Institution.
- (g) You acknowledge and agree that the Merchant/ Financial Institution may stop (permanently or temporarily) providing the Facility to You, at its sole discretion, without prior notice to You. You may stop using the Facility at any time, unless any amounts are due from You to the Merchant/ Financial Institution under these Terms. You shall continue to be registered in the Account, unless You delete/ deactivate the Account. Subject to these Terms, Zipcash can also suspend/terminate Your use of the Account on the request of the Merchant/Financial Institution for non-payment of dues to the Merchant/Financial Institution and for such other reasons as may be agreed between the Merchant/Financial Institution and Zipcash.
- (h) The Merchant/Financial Institution reserves the right to set the Repayment Schedule, with the assistance of Zipcash. Zipcash shall communicate details regarding the Facility, including the Repayment Schedule, to You, from time to time, as per the instructions of the Merchant/Financial Institution.
- (i) You warrant that all the information provided by You, for availing the Facility, on the Application, the Merchant Platform or any platform of the Financial Institution or on any other platform, is accurate and up to date. Zipcash can verify the information shared by You, in addition to any other information/ data it may have about You, and make recommendations, to the Merchant/Financial Institution. Basis the recommendation, the Merchant/Financial Institution may choose to provide or not provide the Facility to You.
- (j) You agree to use the Facility only for purposes that are permitted by these Terms and subject to any Applicable Laws.
- (k) You agree and acknowledge that the Merchant/Financial Institution retains the right to offer the Facility to You for such period as it deems appropriate, and retains the right to withdraw the offer of the Facility at any point in time as per its terms.

**9. Payment Conditions:**

- (a) You shall be entitled to avail the Facility from the Merchant/ Financial Institution as per the Repayment Schedule set by the Merchant/ Financial Institution and communicated to You. The Merchant/Financial Institution reserves the right to vary such Repayment Schedule at its discretion.
- (b) You would be required to undertake repayment of the Facility in accordance with the Repayment Schedule that is intimated to You at the time of each purchase of product/services and availing the Facility, and are bound by such Repayment Schedule. You further declare that You are ready, able and willing to pay sums payable as per the Repayment Schedule.
- (c) You acknowledge and agree that the Merchant/Financial Institution shall have the right to collect the payments due under the Facility through Zipcash. The Merchant/Financial Institution has exclusively authorized Zipcash for the purposes of collecting the payments due and payable from You in respect of the Facility, and You hereby also authorize us to collect and settlement such dues as per the agreed terms. You would have the option to make payments due as per the Repayment Schedule only through the payment methods available on the Application from time to time, including debit card, credit card, net banking, prepaid payment instruments. For

avoidance of doubt, it is clarified that any payments made through payment methods other than those specified on the Application, would not be considered as valid repayment of the Facility. In the event You fail to make payments within the Repayment Schedule, You hereby authorize Zipcash to debit the outstanding amount with respect to the Facility availed by You (which amount shall be as informed to Us by the Merchant/ Financial Institution), from Your Zipcash OlaMoney Wallet or any other payment instrument issued to You by Zipcash or any third party. You hereby authorise Zipcash to make a claim with any such payment processor, for such amounts due and payable by You in terms of these Terms. In addition to this, Zipcash also retains the right to deduct any additional amounts in case of any delay in payments due from You. You expressly agree and acknowledge that You shall have no claims against Zipcash for such amounts debited from Your Zipcash OlaMoneyWallet or any other instrument.

- (d) You acknowledge and agree that Zipcash may engage third party payment gateways in order to enhance the Services provided to You by Us or Our affiliates. Transactions may be effected using the services of an entity providing payment gateway/processor services (“**PG**”). Such PG may either be Zipcash or any of its affiliates or any third parties. You agree and undertake to share relevant payment details, including credit/debit card details (“**Card Details**”) with the PG for the successful completion of all Transactions and authorize the PG to complete such Transactions. It is clarified that all PGs whose services are utilized in relation to the Application and/or Services shall be PCI-DSS (Payment Card Industry – Data Security Standard) compliant. Your authorization permits the PG to debit or credit the bank account associated with Your payment details. Your authorization further permits the PG to use Your Card Details for the processing of Transactions initiated by You at the Merchant sites of any of Zipcash’s affiliates. Your authorization will remain in effect as long as You maintain an Account with Us. In the event You delete Your Card Details with the PG or if You delete Your Account, the PG will not process any further Transactions initiated by You on the Application and at the Merchant sites of any of Zipcash’s affiliates. Your authorization under this clause may be subject to any other terms and conditions of the PG. The PGs may further make available to You, the option of auto debits from Your bank account linked with the Account held with Zipcash for the purposes of any cyclical payments. The availing of such Services shall be subject to Your acceptance of the terms and conditions of such Facility laid down by the concerned PG. Zipcash shall not be responsible or liable for the same.
- (e) You acknowledge and agree that the Financial Institution may charge certain interest or other charges on You, for the provision of the Facility/ Payment Systems to You. The same shall be communicated to You by Us, from time to time.
- (f) You acknowledge and agree that in the event You fail to make payments as per the Repayment Schedule, the Merchant/ Financial Institution shall have the right to levy certain late payment fees on You. Zipcash shall be entitled to collect such late payment fee from You.
- (g) Without prejudice to the Merchant’s/Financial Institution’s rights under Applicable Law and the general terms of use of the Merchant Platform or the Financial Institution (“**Terms of Use**”), if You are unable to repay the Facility amount due and payable, or breach any of these Terms, the Merchant would be entitled to seek return of the products/services, disable Your access to the Merchant Platform, and/or seek recovery of the amounts due in respect of the Facility or take such other actions as it deems fit; and/or the Financial Institution would be entitled to seek

recovery of the amounts due in respect of the Facility in any manner as it deems fit, and take or request Zipcash or any third party to take such other measures in this regard, including but not limited to limiting/ terminating access to the Application.

- (h) Any refunds, cancellations, returns of the products/ services purchased on the Merchant Platform shall be undertaken between You and the Merchant only. Zipcash shall not be responsible for the same for enabling or facilitating any such refunds, cancellations, returns etc.
- (i) If You erroneously send a payment to the wrong Merchant, or send a payment for the wrong amount (for instance a typographical error at Your end) Your only recourse will be to contact the Merchant to whom You have sent the payment and ask them to refund the amount, which refund may be processed by Us as per the arrangement between Zipcash and the Merchant. Zipcash will not be liable for such reimbursement or reversal.
- (j) You acknowledge and agree that after opting for the Facility, Zipcash may send statements in relation to the Facilities availed by You and outstanding amounts to Your registered e-mail address and/or phone number and/or shall make such information available on the Application. Zipcash would also have the right to send You alerts, reminders, or other communications regarding installments/payments due and payable as per the Repayment Schedule.
- (k) Zipcash may levy charges on You for the use of the Application and/or Services, from time to time.

#### **10. Use of the Application**

You agree, undertake and confirm that Your use of Application and the Services shall be strictly governed by the following binding principles:

- (a) You shall not host, display, upload, modify, publish, transmit, update or share any information that:
  - belongs to another person and to which You do not have any right to; or interferes with another User's use and enjoyment of the Application or any other individual's use and enjoyment of the Services; or
  - is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, or threatening or harassing including but not limited to any violation as under the Indecent Representation of Women (Prohibition) Act, 1986; or
  - is patently offensive, including content that is sexually explicit, or promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
  - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or
  - infringes upon or violates any third party's rights, (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number); or
  - contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or
  - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or



- contains video, photographs, or images of another person without his or her express written consent and permission, or the permission or the consent of his or her guardian in the case of a minor; or
  - tries to gain unauthorized access or exceeds the scope of authorized access; or
  - engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Application; or
  - refers to any web-application or URL that, in Our sole discretion, contains material that is inappropriate for the Application, contains content that would be prohibited, or that violates the letter or spirit of these Terms; or
  - harms minors in any way; or
  - is violative of Applicable Laws; or
  - deceives or misleads the addressee/ Users about the origin of such messages, or communicates any information which is grossly offensive or menacing in nature; or
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the proper working of the Application or any Transaction being conducted on the Application; or
  - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or
  - is false, inaccurate or misleading in any way; or
  - directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law for the time being in force; or
  - creates liability for Us or causes Us to lose (in whole or in part) the Services of Our ISPs or other service providers/ suppliers or has an adverse impact on the business being carried on by Us in any manner whatsoever.
- (b) You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Application or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Application. We reserve the right to bar any such activity and take all steps required at Our sole discretion.
- (c) You shall not probe, scan or test the vulnerability of the Application or any network connected to the Application nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to the Application, or any other User of Zipcash, including any Account not owned by You, to its source, or exploit the Application or any Service

or information made available or offered by or through the Application, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Application. In the event that We suspect Your involvement in any of the activities as stated above, We reserve the right to bar any such activity and take all steps required at Our sole discretion.

- (d) You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Application or Our systems or networks, or any systems or networks connected to the Application.
- (e) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or payment You send to Us on or through the Application or any Service offered on or through the Application. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- (f) You may not use the Application or any content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity that infringes the rights of Zipcash, the Users or others.
- (g) You shall not use the Services or Application in any manner that could damage, disable, overburden, block or impair any of the servers connected to the Application. You shall not attempt to gain unauthorized access to the Services through hacking, password mining or any other means.
- (h) You shall not reverse engineer, decompile and disassemble the Application and/or any software used to provide the Services.
- (i) You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation of Zipcash or its Merchants or the Financial Institution, or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks or trade name, as may be owned or used by Us.
- (j) You shall not engage in advertising to, or solicitation of, other Users of the Application to buy or sell any products or services, including, but not limited to, related Services being displayed on or in relation to the Application. It shall be a violation of these Terms to use any information obtained from the Application in order to contact, advertise to, solicit, or sell to another person outside of the Application without Our prior written consent.
- (k) You have the option to request Us to send You information regarding any other services, discounts and promotions provided by Us. If you require Us to provide You information regarding offers, discounts and promotions relating to the Services availed by You, click "Yes", otherwise click "No" in the communication sent to You. If You click "Yes", We or an authorised representative, shall provide the above information to You by way of an SMS or email to Your registered mobile number/ email address. You also have the option to discontinue receiving such information. To discontinue receiving such information, You may email Us at [care@zipcash.in](mailto:care@zipcash.in). Such discontinuation shall take effect within thirty (30) days of receipt of a written request from You.
- (l) You expressly grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your information (including Your personal information and

Registration Data), so as to enable Us to use the same in a manner wherein We are not in violation of Your rights under any Applicable Laws. You also expressly grant us the rights to use Your information in any media now known or not currently known, with respect to Your information. We will only use Your information in accordance with these Terms and Our Privacy Policy.

- (m) You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Application) as necessary to comply with Applicable Laws, or any valid government/other authority's request. This may include, without limitation, disclosure of the information in connection with investigation of any alleged illegal activity or solicitation of illegal activity, or disclosure in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You and Your use of the Services, Facility and Application to the law enforcement department or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes. Zipcash's performance of these Terms is subject to the Applicable Laws, and nothing contained in these Terms is in derogation of Zipcash's right to comply with law enforcement requests or requirements relating to Your use of the Services or information provided to or gathered by Zipcash with respect to such use. You agree that Zipcash may provide Your details and details of Your use of the Service to regulators or the police or to any other third party, in order to resolve disputes or complaints which relate to the Service, at Zipcash's sole and absolute discretion.
- (n) We reserve the right, but have no obligation, to monitor the materials posted on the Application. We shall have the right to remove or edit any content that in Our sole discretion violates, or is alleged to violate, any Applicable Law or either the spirit or letter of these Terms. Notwithstanding this right of Zipcash, You shall remain solely responsible for the content of the materials You post on the Application and in Your private messages. Please be advised that such content posted does not necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from the appearance of such content on the Application and/or its use thereof. You hereby represent and warrant that You have all necessary rights in and to all the content You provide and to all the information contained therein and that such content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
- (o) It is possible that other Users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Application and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You on the public forum due to Your use of the Application, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Application, You acknowledge and agree that We shall not be responsible or liable for the use of any personal information that You publicly disclose or share with others on the Application, and for any unauthorized disclosure due to any reason not solely attributable to Us. Please carefully select the type of information that You disclose or share on the Application and with other Users of the Application.
- (p) These Terms, together with the Privacy Policy, constitutes the entire agreement between the User and Zipcash with respect to the Services and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written, between the User and Zipcash with respect to this Service. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in the printed form.

#### **11. Content posted on the Application**

- (a) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Application is owned, controlled or licensed by or to Us, and is protected by copyright, patent and trademark laws, and various other intellectual property laws.
- (b) Except as expressly provided in these Terms, no part of the Application and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web-application or other medium for publication or distribution or for any commercial enterprise, without Our prior written consent.
- (c) You may use information on Our Services purposely made available by Us for downloading from the Application, provided that You:
  - do not remove any proprietary notice language in all copies of such documents; or
  - use such information only for Your personal, non-commercial informational purpose, and do not copy or post such information on any computer network or broadcast it in any media; or
  - make any modifications to any such information; or
  - do not make any representations or warranties on Our behalf relating to such information.

#### **12. KYC**

- (a) In order to avail of the Facility/ Payment Systems from the Financial Institution, You will *inter alia* be required to provide Your KYC Information. You agree and acknowledge that You shall abide by the Applicable Laws in providing/ verifying and authenticating Your KYC Information, and shall comply with any other requirement under any KYC Norms.
- (b) In the event You do not complete the KYC verification process, You may not be eligible for the Facility/ Payment Systems from the Financial Institution. However, You may still be eligible to avail the Facility from the Merchant, subject to these Terms.
- (c) To know more about the KYC verification process, please contact Our customer care centre or write to Us at [care@zipcash.in](mailto:care@zipcash.in). You can also contact the Financial Institution or visit the RBI website for further details on the KYC Norms.
- (d) In addition to the above Terms, where You complete Your KYC verification process through the e-KYC mode, as may be made available to You, You also agree to and accept the below Terms:
  - You hereby consent that Zipcash may, by itself (with requisite authority) or through an authorized UIDAI regulated agency ("**Agency**"), authenticate my 'Know Your Customer' (KYC) information through biometric and/or demographic and/or One Time Password (**OTP**) based Aadhaar authentication ("**e-KYC**") and/or any other permitted means for the purpose of complying with the KYC Norms, in a manner as required under Applicable Laws.

- You hereby declare that no other Account has been opened nor will be opened by You using the OTP based Aadhaar authentication, either with Zipcash, or with any other regulated entity.
- You hereby allow Zipcash to obtain from the Agency or from the UIDAI, as applicable, and to store Your e-KYC data (demographic information and photograph), for a period of 10 (ten) years from the date of termination of Your Account with Zipcash, or any other period as mandated under any Applicable Laws.
- You hereby declare that the details furnished by You are true, correct and complete to the best of Your knowledge. You will keep Zipcash indemnified and harmless with regard to any inaccuracies, errors, discrepancies, etc. in the information provided, or in case of any incomplete information provided.
- You confirm that You am aware of and have read the laws applicable in relation to e-KYC data and that You are aware of Your rights and obligations thereunder and under all Applicable Laws.
- You agree that Zipcash may also share Your information/ data for such purposes as may be mandated under any Applicable Law or any order/request of a regulatory/ statutory authority or Court.

### **13. Third Party Services**

We do not take responsibility or liability for the actions, products, content and Services on the Application, which are linked to Merchants/Financial Institutions and/or third party web-applications, platforms etc. using Our APIs or otherwise. In addition, We may provide links to the third party web-applications, platforms etc. and certain other businesses on the Application. We assume no responsibility for examining or evaluating the products and services offered by them or for any third party content/ information. We do not warrant (i) the offerings of any of these businesses or the content of such third party web-Application(s), platforms and/or Merchant Platforms, platforms of Financial Institution and (ii) the genuineness of any third party content. We do not in any way endorse any Merchant Platforms and third party web-application(s), platforms or any content thereof.

### **14. Intellectual Property Protection**

- (a) Zipcash and/or its affiliates and/or its cobranding partners own/ have rights in relation to all trademarks, brands and service marks used in connection with the Application or the Services offered by Us and are Zipcash's and/or its affiliates and/or its co-branding partners property, as the case maybe; Zipcash and/or its affiliates and/or its cobranding partners own all copyrights and intellectual property rights and database rights in connection with the Services and the Application, as per their agreed terms. Third party trademarks may appear on this Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property.
- (b) You agree to abide by Applicable Laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any Applicable Laws and for any infringements of any intellectual property rights caused by use of the Application.
- (c) Zipcash is the sole and absolute owner of all the intellectual property rights in the trademark 'Zipcash', and any design in respect thereof. Further, Zipcash will be entitled to take any legal action against any person invading and/or encroaching upon the said rights of Zipcash.

## **15. Copyright Complaint**

- (a) We respect the intellectual property of others. In case You feel that Your intellectual property has been copied/ used in a way that constitutes infringement of Your rights, You can write to Us at care@zipcash.in. Please specify Your contact details as well in such emails to enable us to get in touch with You, if required, which details must include Your postal address.
- (b) Please write to Us with sufficient proof evidencing Your ownership to such intellectual property. In case the claim is found to be false, We will have a right to terminate Your access to and use of the Application and the Services and take such as measures, as We deem fit.

## **16. Disclaimer**

- (a) Except for Our role as provided under these Terms, We are not involved in any underlying Transaction between You, any other User, Merchant, Financial Institution, bank or other third party. We are not a selling agent in relation to any sale of goods or services to You by any Merchant or any other third party.
- (b) Without limitation and without prejudice to the foregoing paragraphs, Zipcash shall not be liable for:
  - any quality, safety, reliability, legality, delivery, defect or deficiency in any goods and services purchased by You from the Merchant;
  - grant, refusal or inability of a Merchant/Financial Institution to grant the Facility, even if such decision was based on automated algorithm;
  - handing over of the relevant access control/password/PIN/Account details by You to any other person or not maintaining the confidentiality of any credentials or/and information using which, one can impersonate You; and
  - any unauthorized Transaction that occurs when Your UPI PIN, bank account number, debit/credit card details or OTP (one time password) or ATM PIN details are compromised.
- (c) Your use of the Service and the Application is at Your sole risk. The Service and the Application are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness.
- (d) Without prejudice to the foregoing paragraph, We do not warrant that:
  - The Application/Service will be available at all times and in all locations;
  - The information on the Application is complete, true and accurate;
  - The Application; the information, Content, materials, product (including software) or Services available on, or otherwise made available to You through the Application; the servers; or any electronic communication sent by Us, are free of viruses or other harmful components;
  - Nothing on the Application constitutes, or is meant to constitute, advice of any kind.
- (e) We make no express or implied representations or warranties about Our Services or the Application, and We disclaim any implied warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose or use or non-infringement. We do not authorize anyone to make a warranty on Our behalf and You must not rely on any statement of warranty made by any third party, claimed to be a warranty made by Us.
- (f) Zipcash and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or

indirectly from Your use or non-use of the Service or the Application, or Your reliance upon the Service or the information contained in the Application, including any Content.

- (g) Where We publish or provide Content or advertisements as part of a Service, We do not warrant or represent that the Content or advertisements are suitable, accurate, complete, reliable, appropriate; neither do We endorse the Content or the advertisements; and You will obtain independent professional advice at Your own cost before You take any action based on such Content or advertisements.
- (h) Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Application.
- (i) When You acquire goods, software or any other services from a third party through any of Our Services, You understand and agree that: (i) We are not a party to the contract between You and the third party; (ii) We are under no obligation to monitor the third party service used by You; (iii) the third party will be responsible for all obligations under the contract with You, including (without limitation) warranties or guarantees; (iv) You will evaluate the product, software or service and the applicable terms and conditions before acquiring the product, software or service. We shall take no liability as regards You availing any goods, software or services from a third party through any of Our Services. All the services to be availed of and/or the goods to be purchased /procured by the User from the Merchants and/or third parties under these Terms will be at his/her own risk and costs. Zipcash shall not be liable and/or responsible in respect of the title, quantity, quality or any other aspect related to the Merchant goods and/or services, and no guarantee, warranty or indemnity of any kind shall be given or deemed to be given by Zipcash in respect thereof.
- (j) You authorize Zipcash (directly or through a third party) to forward to Your bank, Your request to debit Your linked bank account when You link Your Account for using UPI services. You are solely responsible for complying with any Terms set by Your bank or with respect to Your Account, including any fees payable, insufficient funds or overdraft fee terms.
- (k) You agree that Your default virtual payment address “VPA” will act as Your identity for all payment Transactions and all requests to Your Zipcash Account will be raised to Your default VPA unless another VPA is explicitly specified.

#### **17. Indemnity and Limitation of Liability**

- (a) You will defend, indemnify and hold harmless Zipcash and each of its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim (as defined herein below) that arises out of or relates to the use or misuse of the Services or any violation of these User Terms. For purposes hereof, "**Claim**" shall mean any claim, action, audit, investigation, inquiry or other proceeding instituted by any person and/or entity and/or government authority.
- (b) You are aware of all security risks, including possible third party interception of any of Your Transactions and statements of Account on the internet, and the contents of Your Transactions or statements of Account becoming known to third parties. You agree and undertake that You shall not hold Zipcash liable therefore in any way for claims arising out of or connected to any security risks not attributable to Zipcash. The use and storage of any information, including without limitation, the card number, PIN, password, Account information, Transaction activity and any other information available on Your internet access device or computer or mobile phone is at

Your own risk and responsibility. Zipcash shall not be responsible for Claims as regards the information stored by You either on Your mobile device or on any computer device.

- (c) Where Zipcash acts in good faith in response to any oral or electronic instruction or inquiry from You, in respect of any matter in relation to Your Account, You will not be entitled to make any Claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such action taken on a good faith basis by Zipcash, and You agree to hold Zipcash harmless in respect thereof.
- (d) IN NO EVENT SHALL ZIPCASH OR ITS AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR ANY RELATED PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR RELATING TO THESE USER TERMS, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE APPLICATION/SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 10,000/- (INDIAN RUPESS TEN THOUSAND ONLY).

#### **18. Force Majeure**

- (a) We shall not be liable for any failure to perform any obligations under these Terms, if the performance of Zipcash, payment gateways of Our Merchants is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case Our obligations shall stand suspended for so long as the Force Majeure Event continues. For the purpose of this clause “**Force Majeure Event**” shall mean any event arising due to any cause beyond the reasonable control of Zipcash, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, government legislation, war or acts of government.
- (b) This arrangement between You and Zipcash shall stand automatically terminated in the event that the Force Majeure Event continues for a period of thirty (30) days’, unless otherwise notified to You. You shall however be required to promptly make payment of all outstanding payments to Zipcash.

#### **19. Termination and Deactivation of Services**

- (a) We reserve the right to terminate and/or suspend Services to You at any time without prior notice, due to any changes in Our internal policy or due to any requirements under Applicable Laws, or for any breach of these Terms by You, or for default of the Repayment Schedule, or for any other reason whatsoever as Zipcash may deem fit.
- (b) You can terminate Your arrangement with Zipcash under these Terms by closing any Account created by You and which is associated with Your use of the Application/ Services, and by thereafter ceasing to access/ use the Application, subject to these Terms. You may close the Account by submitting a request to Us at care@zipcash.in. We will make every effort to respond to Your request for termination at the earliest. You will however remain responsible for all Facilities availed by You that occur prior to the termination of Your Account coming into effect, which termination shall be notified to You by Zipcash. In case of such termination, the amount due by You shall be dealt with as per these Terms, the Terms of Use or as per Applicable Laws.
- (c) If You violate any of these Terms, in addition to its other rights, Zipcash reserves the right to deactivate Your Account, and/or cancel/suspend any or all Facility/ Payment Systems / access to the Application/ Account/ Services, without any notice or liability, and You shall be solely liable in this regard.
- (d) The remedies provided under these Terms are in addition to any other remedy as maybe available to Zipcash, in law or in equity.



## **20. Notices and communication**

- (a) Any notice or notification in relation to these Terms which You wish to make to Us must be made in writing to:  
Attn: Zipcash Card Services Private Limited  
Address: Corporate Centre, Nirmal Lifestyle, LBS Marg, Mulund W, Mumbai – 400080.  
E-mail: care@zipcash.in
- (b) All Your communications with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.
- (c) You will be subject to these Terms and the Privacy Policy.
- (d) Any notice given by Zipcash hereunder will be deemed to have been received by You within 24 hours of sending the same via e-mail or SMS at the e-mail address specified by You or Your registered mobile phone number. Zipcash shall not be held accountable for delays in receipt of notice.
- (e) In the event of any change in Your Registration Data, e-mail and/or registered address and/or telephone numbers or other information provided by You, You shall inform Zipcash promptly in writing, by e-mail, which change shall be recorded by Zipcash after due verification.

## **21. User Grievance Redressal Policy**

- (a) If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance pertaining to the Services, please contact Us in the following ways:
  - Registration of complaints: You may lodge complaints in 2 ways:
    - (i) Over phone: Customer care centre: User can call the customer care executives on 080-46656299 , available from 9am to 5 pm.
    - (ii) Over email: Send Us an email at care@zipcash.in or by using the “Contact Us” link in the home page of Our Application.
  - (b) Acknowledgement: Acknowledgement will be given to You by the same mode in which the complaint is registered, wherever possible. For emails and complaints received via the ‘Contact Us’ link on the Application, an automatic acknowledgment email would be triggered with the ticket number. For complaints received over call, acknowledgment of receipt will be over call itself.
- (c) The escalation matrix for complaints shall be as follows:

Level – 1: You may email Our escalation desk officer at escalation@zipcash.in or call Our customer care centre on 080-46656299.

Response Time: Seven Business Days from date of receipt of the email or call

Level – 2: You may call or email Our Grievance Officer, at the below address

Name: Nirmal Parate (Grievance Officer), Zipcash Card Services Private Limited

Address: 323, Corporate Centre, Nirmal Lifestyle, LBS Marg Mulund W, Mumbai – 400080.

E-mail Address: grievance.officer@zipcash.in

Phone Number: 91-9513552326

Response Time: Fifteen Business Days from date of receipt of the email or call.

## **22. Governing law and dispute resolution**

- (a) Any dispute, controversy or claim arising out of or relating to these Terms or the validity, interpretation, breach or termination thereof (“**Dispute**”), including claims seeking any redressal or asserting any rights under the Applicable Law shall be amicably settled through mutual consultation in Clause 21 above. If the Dispute is not settled amicably as aforesaid between Zipcash’s representatives and You, within a period of 30 (thirty) calendar days’, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation

Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Zipcash and You. The arbitration proceedings shall be conducted in the English language. The venue and seat for the arbitration proceedings shall be Bangalore, Karnataka.

- (b) These Terms shall be governed by and construed in accordance with the laws of India and, subject to Sub-Clause (a) above, Zipcash and You agree and undertake that any controversy or claim arising out of or relating to these Terms will be adjudicated exclusively before a competent court in Bangalore, Karnataka only.

### **23. Waiver**

- (a) Our failure, delay or omission to exercise or enforce any rights or provisions under these Terms will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to the Services or these Terms should be filed within 3 (three) months' from when the cause of action arose. Any claims filed beyond this time period shall be subject to limitation as prescribed under the Applicable Laws.

### **24. Severability**

- (a) If any provision of these Term's should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with the Applicable Laws.

### **25. Revision of these User Terms**

- (a) We reserve the right to change any of these Terms or any policies or guidelines governing the Application or the Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Application. You are required to check for updates, revisions and changes to these Terms on the Application. The date of the last update to these Terms will be reflected in these Terms at the legend 'Last Updated on'. By continuing usage of the Service after such posting/ publication, You are deemed to have agreed to the amendment/change/revision. If You do not agree with any amendment of these Terms, You may cancel the Service by terminating Your Account with Zipcash and informing Zipcash in writing about the same by sending an e-mail to care@zipcash.in. You must thereafter immediately discontinue accessing Our Application and using Our Services. We may also send You an automated e-mail to Your registered e-mail ID or a message to Your registered mobile number or an in Application notification, or any other means, informing You about the changes made. As long as You comply with these Terms, We grant You a personal, non-exclusive, non-transferable, limited privilege to access and use the Application.

### **26. Miscellaneous**

- (a) You agree to comply with all Applicable Laws from time to time which govern or may be affected by Your use of the Service(s).
- (b) Zipcash may enter into any tie-up in terms of joint-venture, co-branding or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, the User will be provided with the Services by the service provider jointly and/or severally with the party/ies in joint venture. The User hereby gives his/her irrevocable consent and permission to such a tie-up/ arrangement. In the event of such a tie-up, the Terms herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also, unless otherwise modified as per the terms hereof.
- (c) You hereby agree that the Application and copies of all documents submitted for the ongoing operation of the Account by You to Zipcash are and shall remain the sole and exclusive property

of Zipcash, and Zipcash shall not be obliged to return the same to You upon Your request or upon termination of Your Account.

- (d) As Your Account is connected to Your mobile number, it is Your responsibility to inform Zipcash in case Your mobile number that corresponds to Your Account is no longer being used by You. Your Account corresponding to the mobile number You register with, can be accessed by You only till the time You have access to the corresponding mobile number. It is Your responsibility to transfer Your Account to a new mobile number if and when You change Your number. Not doing so may give the new User of the same mobile number (if any), access to Your Facility and Your Account, and Zipcash will not be liable or responsible for the same. You are also liable for ensuring the security of Your PIN/ password. In case of loss of Your mobile phone and/or Zipcash password/PIN, You should immediately intimate Zipcash in writing. Zipcash shall make every attempt to block access to Your Account under such circumstances; however, Zipcash shall not be liable for any losses a User may incur due to the above. The responsibility to safeguard the Account balance rests entirely with the User.

## PART II

### Privacy Policy

#### 1. General

This privacy policy (“**Privacy Policy**”) addresses the privacy rights regarding the collection, use, storage and protection of the information provided by the customers (“**You**”, “**Your**”, “**Users**”) to Zipcash Card Services Private Limited (“**Our**”, “**Us**”, “**We**”, “**Zipcash**”) while registering Your Account with Zipcash (collectively referred to as “**Account**”) sat Our Site, and any of Your information provided to Zipcash or any other party involved in offering/ providing any services to You. You may register at Our website or such other websites and mobile applications and other online platform as may be developed, owned and/or operated by Zipcash and/or by Zipcash under a cobranding arrangement with an entity from time to time (“**Site**”). We have copyright over this Privacy Policy. Use by third parties, even by way of extract, for any purposes is not allowed. Infringements may be subject to legal action.

Please note that the privacy policy applicable in relation to the wallets operated by Zipcash shall be as available at [https://www.olamoney.com/images/pdf/Privacy\\_Policy\\_v20150810.pdf](https://www.olamoney.com/images/pdf/Privacy_Policy_v20150810.pdf). This privacy policy shall apply in relation to all other services/ activities/ operations of Zipcash.

- 1.1. We value the trust You place in Zipcash and its services. We insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about Our information gathering and dissemination practices.
- 1.2. By using Our Site, You agree that We can the collect, disclose, store, share and use Your information in accordance with the terms of this Privacy Policy. By visiting the Site, You agree to be bound by the terms and conditions of this Privacy Policy.
- 1.3. If You do not want Us to collect, disclose, share and use Your information, including but not limited to any Personal Information, You may terminate Your Account with Zipcash in accordance with the Terms.

## 2. **Information Collected**

- 2.1. As a condition precedent to availing of Our services, You shall be required to register on Our Site. For the purpose of registration, We may require You to provide certain sensitive personal information, which includes all information that can be linked to a specific customer or to identify an individual as a customer (“**Personal Information**”). You may provide such Personal Information at Your sole discretion, however in case You wish to avail Our services, it shall be mandatory for You to provide such Personal Information to Us. Personal Information may include the following:
  - 2.2. Your full name, address, email address, telephone number, date of birth and any proof of Your identity and/or address that We may request for KYC or any other purposes;
    - 2.2.1. Details of Your bank account (including but not limited to, account holder, account name, account number, transaction authentication number “TAN”), as necessary by Us and where applicable;
    - 2.2.2. Details of the credit card or debit card or other card used by You for transactions including but not limited to debit/credit card number, expiry date and the CVV number;  
The information as stated in 2.1.2 and 2.1.3 may be collected, used and processed by Us directly, or by a third party engaged by Us for the purpose of providing the payment gateway services and any other services on Our Site. Where any such information is collected, used and processed by a third party, You hereby consent to the transfer of Personal Information to Us and Our affiliates.
    - 2.2.3. Any details that may have been voluntarily provided by You on Our Site for availing Our services, including but not limited to Your photograph, proof of identity and address etc.
    - 2.2.4. The information as stated in 2.1.4 may be collected, used and processed by Us directly, or by a third party engaged by Us for the purpose of providing any services, including but not limited to KYC verification services.
- 2.3. In addition to the Personal Information, certain information may be collected from You at the time You visit the Site or during Your participation in any promotion sponsored by Us or any surveys that You complete through the Site or based on Our request. This data may include:
  - 2.3.1. Information collected through “Cookies”; Please refer to Section 3.2 for more information on Cookies;
  - 2.3.2. Details of Your visits to Our Site, including but not limited to, location data, web logs and other communication data, whether this is required for Our own purposes or otherwise, and the resources that You access whilst visiting Our Site;
  - 2.3.3. IP address of Your server from where the Site is being accessed, the type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.), the operating system of Your system, referring source which may have sent You to the Site;
  - 2.3.4. The duration of Your stay on Our Site is also stored in the session along with the date and time of Your access;
  - 2.3.5. The transactions that You either conduct with Us or with any third party through Our Site;
  - 2.3.6. Other information associated with the interaction of Your browser and the Site; and
  - 2.3.7. Any information that may be automatically collected and stored from Your computer, mobile or other device used to access the Site/ services, including without limitation, the unique identifier of Your device, details of Your Wi-Fi or bluetooth connection, touchscreen and sensor readings, crash reports, information on whether the screen is on, battery level, Your preferred language and country site (if applicable); the manufacturer and model of Your device etc.

- 2.4. When You use the Site, Zipcash's servers (which may be hosted by a third party service provider) may collect information directly or indirectly, and automatically, about Your activities on the Site by way of cookies, web beacons or web analytics. This anonymous information is maintained distinctly and is not linked to the Personal Information You submit to Zipcash and shall not be used to identify Your Account.
- 2.4.1. Web beacons are graphic image files embedded in a web page that provides information from the user's browser. This allows Us to monitor and ascertain the number of users of the Site, and other purposes as may be required by Us.
- 2.4.2. Web analytics are services provided by third parties in connection with a website. We may use such services to find usability problems in order to make the Site easier to use. These services do not collect information that has not been voluntarily provided by You.
- 2.5. Any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any law for the time being in force and not classified as sensitive personal information or any identifiable information of You shall not be regarded as Personal Information within this Privacy Policy.
- 2.6. The Personal Information as aforesaid is essential to provide the services offered by Zipcash. You shall ensure that all the information, including but not limited to the Personal Information, provided by You to Us is true, correct, complete and genuine in all respects. You shall at all times have access to the information provided and shall ensure to amend/correct/ update such information at the earliest through the use of the Site or by contacting Us, if found to be inaccurate or deficient or outdated in its content. We shall not be responsible for the authenticity of the Personal Information provided by You to Us. In no event shall We be liable for any losses that You may incur due to the inaccurate or deficient information or Personal Information provided by You to Us. You will however be fully liable to Us and the authorities for any inaccurate/ incomplete data or information provided by You.

### 3. **Use of the Information.**

- 3.1. The Personal Information and/or any information, including documents in the form of physical or soft copy containing the Personal Information and/or the information, collected from You shall be used for the following purposes only:
- (a) To operate and administer the Account and to continually improve our service offerings;
  - (b) To provide services in relation to enable You to complete transactions/ purchases on merchant platforms, customer verification, verifying that You are eligible for such services/ benefits, collect and transfer payments for transaction undertaken by You, and provide You with related customer service;
  - (c) to facilitate Your use of the Site;
  - (d) to respond to Your inquiries or fulfill Your requests for information about the various services;
  - (e) to provide You with information about Zipcash's products/services (offered by Zipcash solely/directly or which are facilitated by Zipcash in any manner) and to send You information, materials, and offers from Zipcash;
  - (f) to send You important information regarding the Site, changes to Zipcash's terms and conditions, policies and/or other administrative information;
  - (g) to send You surveys and marketing communications that Zipcash believes may be of interest to You;
  - (h) to help You address Your problems with the Site including addressing any technical problems;

- (i) to conduct internal reviews and data analysis for the Site;
- (j) to provide Your information for scrutiny to any statutory, regulatory or any other governmental authority or any other agency as advised by government or any judicial body or as may be required by law for the time being in force;
- (k) to manage disputes, raised by You or any third party, including but not limited to banks, payment gateways, police, merchants where You undertook transactions, that may arise as a consequence of provision of services to You;
- (l) to detect and protect Us against error, fraud, phishing, unauthorized transactions, and other criminal and illegal activity;
- (m) to enforce Our terms and conditions;
- (n) We identify and use Your IP address to help diagnose problems with Our server, and to administer Our Site. Your IP address is also used to help identify You and to gather broad demographic information;
- (o) to improve Our internal customer training;
- (p) to comply with applicable laws, including requirements under any financial services regulation, such as retention of financial and transaction information;
- (q) to conduct financial and identity checks; fraud prevention checks; anti money laundering and credit checks;
- (r) to enhance security of Our Site;
- (s) Sharing the information with third parties, including but not limited to entities providing payment gateway solutions, financial institutions extending credit and other facilities to You, and Our/ their affiliates, in order to enhance the services provided/facilitated to You by Us or Our affiliates; and
- (t) We may share Your information, with third parties for any purpose, including but not limited to enable feedback mechanism, conduct data analysis, determine and customize product or service offerings, to improve the products or services or to make any other benefits/products/ services available to You;
- (u) to create statistical information, statistical analysis, credit scoring, or for any other purpose that will help in providing You with optimal and high quality services.

### 3.2. Cookies:

3.2.1 A "cookie" is a small piece of information stored by a web server on a web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. We place both permanent and temporary cookies in Your computer's hard drive. These cookies do not contain any of Your personally identifiable information. You may choose to disable the Cookies using the settings in Your computer system. However, if You do so, You may not be able to use the full functionality of the Site.

3.2.2 Cookies may be used for the following purposes:

- (a) To customize Your experience on Our Site;
- (b) To obtain information regarding use of the Site and assess which pages You visit the most in order to provide You with goods/services that may be of interest to You;
- (c) To obtain information regarding Your IP address, location and other demographic information such as age range and gender in order to ascertain users internet behavior;
- (d) To assist in complying with regulatory obligations such as anti-fraud and anti-money laundering obligations.

- (e) To allow Us to provide You with personalized services by remembering the choices made by You with respect to language You prefer, geographical location where You are etc.
- (f) When You visit third party websites from Our Site, cookies embedded in such third party content may be downloaded onto Your device. We do not control such third party cookies and the same are governed by the terms and conditions of such third parties. Please read the terms and conditions governing such third party websites for more information on the same.

#### 4. **Retention of Data**

- 4.1. After termination of Your Account with Us, We shall destroy all the data collected from You, except the records and the data pertaining to the transactions undertaken using Our services on the Site, and/or where required to ensure compliance with applicable laws. Please note that under the applicable laws, We may be required to maintain record of these transactions with Us, including personal data such as Your name, contact details, customer number, transaction history etc. Subject to the above, We will delete all other Personal Information about You when Your Account is terminated.
- 4.2. Please note that We will not require You to disclose Your personal or security details vide email or other communication, except through the Site. If You receive any email/ phone call/ SMS or other communication requesting You to share Your personal/security/financial information, please do not respond to such requests, and delete such requests immediately. Please forward such requests to [care@zipcash.in](mailto:care@zipcash.in) for notifying Us of the same, prior to deletion of such requests.
- 4.3. “Phishing” is an attempt to steal personal details and financial account details from a website user. Such “Phishers” use fake emails to lead users to counterfeit websites where the user is tricked into entering their personal details such as credit card numbers, passwords, PIN etc. Please abstain from providing Your details on such websites and immediately report such requests to Us at [care@zipcash.in](mailto:care@zipcash.in). We shall not be held responsible for any loss, damage etc. caused to You by responding to such emails and sharing information with third parties specified under Sections 4.2 and 4.3.

#### 5. **Disclosure of Information.**

- 5.1. We shall not be liable for disclosure of the Personal Information when done in accordance with this Privacy Policy or after otherwise obtaining Your prior permission or in terms of any other agreement with You in this regard.
- 5.2. By using the Site, You consent to the collection, transfer, use, storage, sharing and disclosure of Your information as described in this Privacy Policy, including to the transfer of Your information outside of Your country of residence. You hereby expressly authorize Us to share Your information. We may disclose Your information to Our employees, consultants, affiliates, agents, contractors, business partners, associates, subsidiaries, investors, merchants, service providers and other persons with whom We are required to share such information as per applicable laws and/or on a need to know basis and/or in order to provide the services or facilitate the provision of services to You. We may share information, including any assessment/ analysis of the same, with third parties engaged by Us, to enable better provision of our services to You. We may also share information with third parties where You have expressed an interest in receiving information about their goods/services.
- 5.3. However, We may disclose the personal data or any other information collected from You to any statutory, lawful enforcement body, regulatory body or court if We are under a duty to do so or if

required by law/authority to disclose or share Your personal data or any other information collected from You or in relation to Your transactions on the Site.

- 5.4. We may further use Your information in an aggregate form to ascertain the usage of the Site, for development of marketing and strategic business plans etc. Please note, that in such use of information, no individual user shall be identified separately.
- 5.5. In order to protect Our financial interests and avoid money laundering or fraudulent activities, We may, if We deem necessary, share Your information, including Your Account details, financial and transactional history with banks, payment facilitator partners, identity verification service providers, and credit reference agencies and other agencies to identify and verify users and limit exposure to criminal activity and financial risk. When conducting the audit/checks, the relevant third parties may retain information regarding Our query and Your information and may share this information with other fraud prevention agencies.
- 5.6. In order to prevent money laundering activities and comply with applicable regulations, We may report suspicious transactions to law enforcement agencies. You hereby grant Us the right to share Your information with such law enforcement agencies in the event of any activity that may seem suspicious in Our sole discretion. In the event We notice any suspicious activity on the Site, We may, without prior intimation to You: (1) report such instance to the law enforcement agency and share all relevant information that may be required for investigation; (2) suspend Your Account during the period of investigation; and/or (3) block Your use of the Account.

## 6. **Security**

- 6.1. We strive to ensure the security, integrity and privacy of Your Personal Information and to protect Your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. We adopt adequate measures to prevent unauthorized access to Your Personal Information.
- 6.2. We reserve the right to conduct a security review at any time to verify Your identity. You agree to provide Us all the information that We request for the security review. If You fail to comply with any security request, We reserve the right terminate Your Account with Us, suspend access to/use of Your Account, and/or prohibit Your access to the Site.
- 6.3. We are not liable and cannot be held liable for any breach of security or for any actions of any third parties that receive Your Personal Information.
- 6.4. Notwithstanding anything contained in this Privacy Policy or elsewhere, We shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below). A "Force Majeure Event" shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking despite reasonable measures in place , unauthorised access to computer data and storage device due to compromise of passwords from Your end, computer crashes that cannot be recovered from our back up, breach of security and encryption, etc.

## 7. **Link to Other Sites**

- 7.1. Our Site may provide links to other sites. These links are provided for Your convenience only and the provision of these links does not mean that sites are related to or associated with Us. Please note that these sites have their own terms of use and privacy policies. You should check their privacy policy before You submit Your Personal Information or any other data with them.



We neither guarantee the content and the security of those sites, nor do we endorse using such sites.

7.2. We may have certain features on Our Site which may be hosted by third parties, Your interaction with such features shall be governed by the terms and privacy policy of such third parties as may be applicable.

7.3. We shall not be responsible for any loss, damage, claim or expense caused as a result of You accessing these third party sites and features.

8. **User Discretion**

You can always choose not to provide information, and in such cases, if the information required is classified as mandatory, You may not be able to avail the services, or access/use the Site, feature or content either in part or in full.

9. **Communications**

9.1. We may contact You via the e-mail address and phone number as provided by You to Us or through the Site. You may also receive system-generated transactional e-mails such as confirmations, notification of receipt of payments, notification of password changes etc.

9.2. You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail id or through the Site. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.

10. **Revision of the Privacy Policy**

10.1. This Privacy Policy is subject to change at any time without prior notice to You, and Zipcash does not bear responsibility for updating You on the same. Any changes will be effective upon posting of the revisions on the Site.

10.2. Unless otherwise specified by Us, revised policy will take effect automatically and be binding on and from the day they are posted on the Site. By continuing to access and/or use the Site, You will be deemed to have agreed to accept and be bound by such revised policy. If You do not agree to the revised policy, You should discontinue accessing Our Site and terminate Your Account. Please go through the Privacy Policy from time to time to be informed about any changes that may have been made.

11. **Grievances**

We shall address Your complaint in relation to this Privacy Policy in a time bound manner. For this purpose, We hereby designate a grievance officer to redress to any of Your grievances in a timely manner and within 1 (One) month from the date of receipt of complaint.

Grievance Officer: Nirmal Parate

Email Address: [grievance.officer@zipcash.in](mailto:grievance.officer@zipcash.in)

Phone Number: 91-9513552326

Zipcash Contact information

Phone Number: 080-46656299

Email Address: [care@zipcash.in](mailto:care@zipcash.in)

12. **Governing law and dispute resolution**

This Privacy Policy shall be governed by and construed in accordance with the laws of India. All disputes in relation to the Privacy Policy will be adjudicated exclusively before a competent court in Bangalore, India only.