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TERMS AND CONDITIONS OF SERVICE FOR CUSTOMERS

Last Updated on 13th April, 2020

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1. **Definitions**

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

- (i) "**Act**" shall mean the Payment and Settlement Systems Act, 2007 and shall include any amendment, modification or re-enactment of the same, or any other succeeding enactment for the time being in force.
- (ii) "**Account**" shall mean and refer to the account created by the Customer on the Site after providing the Registration Data for availing the Services provided by OFS.
- (iii) "**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.
- (iv) "**Card**" shall mean and refer to a prepaid instrument in the form of a physical card issued by Ola Financial Services Private Limited and linked to the Wallet; not expired or mutilated or altered and valid/conforming to the Our issuing guidelines or instructions issued from time to time;
- (v) "**Charges**" shall mean any charge and/or fee levied by OFS to the Customer.
- (vi) "**Customer**" or "**You**" or "**Your**" or "**Yourself**" shall mean and refer to a person who has an Account for the purpose of availing the Services and who has accepted these User Terms.
- (vii) "**Full KYC Wallet**" shall mean the Wallet, where You have provided appropriate information to Us as per the KYC Norms prescribed by the RBI from time to time.
- (viii) "**Merchant**" shall mean an individual or a duly incorporated organization that accepts payments for its products/services through the Wallet and/or Card.
- (ix) "**Minimum Details Wallet**" shall mean the Wallet, where You have provided Your minimum details as required by Us or under Applicable Laws.
- (x) "**POS Terminal**" means an electronic point of sale (POS) terminal at outlets of Merchants, that are capable of reading and accepting the Card for the purpose of authorizing Transactions.
- (xi) "**RBI**" shall mean the Reserve Bank of India.
- (xii) "**RBI Regulations**" shall mean the Act and the rules and regulations made thereunder and shall include any notifications, master circulars, instructions or

- guidelines issued and updated by the RBI from time to time, in relation to the Services.
- (xiii) "**Service(s)**" shall mean and include without limitation the facilitation of payments to Merchant/(s) for the products/services availed by the Customer from the Merchant/(s) using the Wallet/ Card and enabling receipt of such payments by the Merchant.
 - (xiv) "**Site**" shall mean the website having domain name www.olamoney.com and any such other websites and mobile applications as may be developed and /or operated by OFS, whether singly or in collaboration/partnership with another entity. For clarity, the Site shall include without limitation the Ola Money powered by OFS mobile application.
 - (xv) "**Transaction**" shall mean every payment request or order placed by the Customer using the Wallet/Card. For clarity, Transaction shall include failed Transactions.
 - (xvi) "**User Terms**" or "**T&Cs**" shall mean and refers to these terms and conditions that are available on the Site, and which govern the use of Services, including the Privacy Policy, frequently asked questions available at https://olamoney.com/images/pdf/Customer_terms_conditions_wallet.pdf and available at <https://olamoney.com/support/index.html> and the communications We send to You from time to time.
 - (xvii) "**Wallet to Wallet Transfer**" shall mean and refer to a service wherein the Customers may transfer funds from their Full KYC Wallet to another person's Wallet, subject to the provisions of the Applicable Laws.
 - (xviii) "**Wallet to Bank Transfer**" shall mean and refer to a service wherein the Customers may transfer funds from their Full KYC Wallet to a designated savings or current bank account, subject to the provisions of the Applicable Laws.
 - (xix) "**Wallet to Source Transfer**" shall mean and refer to a service wherein the Customers may contact Our customer care number from their registered mobile number and request for transfer of any money from their Full KYC Wallet Account back to the payment source through which their Wallet Account was reloaded, subject to the provisions of the Applicable Laws.
 - (xx) "**OFS**" or "**Zipcash**" or "**We**" or "**Us**" or "**Our**" or "**Ourselves**" shall mean and refer to Ola Financial Services Private Limited (*formerly known as Zipcash Card Services Private Limited*), a company incorporated under the Companies Act, 1956 and having its corporate office at Regent Insignia, #414, 3rd Floor 4th Block, 17th Main, 100 Feet Road Koramangala, Bangalore, Karnataka, India, 560034 and shall include its successors and assigns. OFS is authorized by the RBI to issue and operate pre-paid payment instruments in India in accordance with the provisions of the Payment and Settlement Systems Act, 2007 and directions and regulations framed thereunder, as amended from time to time.
 - (xxi) "**Wallet**" shall mean and refer to a pre-paid payment instrument, in the nature of an electronic vault for currency or any other modes as per Applicable Laws, issued by OFS whether singly or in collaboration with another entity available to the Customers, in the electronic form, which is routed through mobile phones, internet, computer systems or through other media. For clarity, Wallet includes reference to Ola Money Wallet powered by OFS.

2. Interpretation

- (i) 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.

- (ii) The headings of the various clauses in these User 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 User Terms.
- (iii) The singular includes the plural and vice versa, and words importing a gender include other genders.
- (iv) References to the words "include" or "including" shall be construed without limitation.
- (v) References to these User 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.
- (vi) 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 OFS will, unless repugnant to the context, include its affiliates, successors and permitted assigns.
- (vii) Throughout these User 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.

3. Eligibility

- (i) You will be "Eligible" to register on the Site and/or use Our Services only when You fulfill the following conditions:
 - (a) You have attained 18 (eighteen) years of age;
 - (b) You are competent to enter into a contract under the Applicable Laws;
 - (c) You have the legal and/or right capacity to enter into this arrangement with Us by virtue of availing of Our Services so offered on the Site and to abide by the User Terms contained herein and/or as informed by Us from time to time;
 - (d) You are an Indian Citizen, Indian Resident, and Tax Resident of India (under the Applicable Laws) and of no other country and agrees to submit any new details to Us within 30 (thirty) days of any change in the said information; and
 - (e) You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity. In the event of any violation of these User Terms, We reserve the right to suspend or permanently prevent You from availing the Services, using the Site or take any appropriate action under Applicable Laws.
- (ii) You can avail the Services only if You fulfill the conditions as mentioned in 3(i) above. If You are not Eligible, please immediately abandon any and all attempts to register with Us, and cease Your use of the Site.
- (iii) 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.
- (iv) As a minor if You wish to avail the Services, such Services may be availed by your legal guardian or parents who have registered as Customers on the Site. Notwithstanding anything contained under these User Terms, We reserve the right to terminate Your membership, refuse to provide You with access to the Site 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 Site under these User Terms and/or Applicable Laws.
- (v) Even upon the satisfaction of the above conditions, OFS reserves the right to determine your eligibility or extend the Services to You, upon its sole discretion.

4. Registration

- (i) You can register as a Customer, by providing a valid phone number, Your name, valid and functional e-mail address and any other additional information that RBI Regulations may prescribe to be necessary to satisfy Know Your Customer norms ("**KYC Norms**"), or any other information that We may deem fit and require from time to time (together referred to as "**Registration Data**").
- (ii) You hereby allow OFS to collect and verify Your Registration Data, including any information provided by You as per the KYC Norms and Applicable Laws. Further, You also hereby consent and allow OFS to store your Registration Data for a period of 10 (ten) years from the date of termination of Your account with OFS, or any other period as mandated under any Applicable Laws.
- (iii) 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 by You.
- (iv) You hereby expressly consent to receive communications from Us to Your registered phone number and/or e-mail id. You consent to be contacted by Us via phone calls/SMS notifications. 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.
- (v) You will have to create an ID and password at the time of registering on the Site. 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 sold 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.
- (vi) In the event of any change in the said Registration Data, You agree to promptly update Your Account information to ensure that the communications We intend to send to You are promptly delivered to You and are not sent to any other entity/third party.
- (vii) 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 also reserve the right to suspend or terminate Your Account, if Your Registration Data is modified or changed and the same adversely impacts Your Account. 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, other Account holders or concerned authorities, and You hereby authorize Us to share Your information with them for the purposes of investigation.
- (viii) We allow You to open only one Account in association with the Registration Data provided by You.
- (ix) In case of any unauthorized use of Your Account, please immediately reach Us at care@zipcash.in.
- (x) In case You are unable to access Your Account or the Wallet, please inform Us at 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 at least 72 (Seventy Two) hours to process Your request and the same shall be subject to occurrence of any Force Majeure Events or any other events, which are beyond Our reasonable control.

- (xi) In addition to the Site, for your convenience, we have enabled your Wallet or login to your Account with Us, through the website/ mobile application etc., operated by ANI Technologies Private Limited (hereinafter referred to as "Ola App"), by using your login credentials. You may log out from the Account by logging out of the Ola App or by logging out of the Site.

5. Services

OFS offers Wallets or products to its Customers, as listed in the Para below.

(i) **Minimum Details Wallet**

You can avail this type Wallet after providing minimum details, which shall include mobile number verified with One Time Pin (OTP) and self-declaration of name and unique identification number of any of the 'officially valid document' as required by Us or under Applicable Laws.

The Minimum Details Wallet has the following features:

- Reloadable.
- The amount loaded during any month shall not exceed Rs.10,000/- and the total amount loaded during the financial year shall not exceed Rs.1,00,000/-.
- The amount outstanding at any point of time, shall not exceed Rs.10,000/-
- The total amount debited during any given month shall not exceed Rs. 10,000/-.
- Can be used only for purchase of goods and services.
- Funds transfer to bank accounts or other pre-paid instruments is not be permitted.
- The Minimum Details Wallet shall be converted into KYC compliant semi-closed Wallet (as elaborated in Para 5(iii) below) within a period of 24 months from the date of issue. If such conversion is not made, then no further credit shall be allowed and only debits for available balance shall be permitted.
- Minimum Details Wallet will not be issued twice to any customers using the same mobile number and same minimum details
- You shall have the option to close or surrender the Minimum Details Wallet at any time and outstanding balance, at the time of closure, shall be transferred at Your request to Your bank account (duly verified by Us). However, You will be required to share KYC documents as part of our due diligence before closure. You may also transfer balance amount remaining back to source (payment source from where credited) at the closure.
- Please note that OFS shall not be issuing any Minimum Details Wallet from 1st March, 2020 onwards. All existing (as of date mentioned hereinabove) active users of the Minimum Details Wallet will be converted to New Minimum Details Wallet as elaborated under Para 5(iii) below.

(ii) **Full KYC Wallet**

You can avail this Wallet after providing after providing Your KYC information, including any mandatory document and any other 'officially valid document' as required by Us or under Applicable Laws.

The Full KYC Wallet has the following features:

- Reloadable
- The amount outstanding shall not exceed Rs.1,00,000/- at any point of time.
- The funds can be transferred 'back to source' (payment source from where the Full KYC Wallet was loaded) or 'own bank account of the Customers (duly verified by OFS). However, OFS shall set the limits taking into account the risk profile of the Customers, other operational risks, etc.
- You have the option of registering beneficiaries by bank account details or details of Wallets issued to such persons by OFS etc. In case of such pre-registered beneficiaries, the funds transfer shall not exceed Rs.1,00,000/- per month per beneficiary. However,

OFS shall set the limits within this ceiling taking into account the risk profile of the Customers and other operational risks etc. The fund transfer limits for all other cases shall be restricted to Rs.10,000/- per month.

- There is no separate limit on purchase of goods and services using the Full KYC Wallet and OFS may decide limit for these purposes.
- You can close the Full KYC Wallet and transfer the balance as per the applicable limits into Your pre-designated bank account or other Wallets issued by OFS. Balance amounts will be transferred to such accounts even in case of expiry of validity.

(iii) New Minimum Details Wallet

You can avail this Wallet providing minimum details, which shall include mobile number verified with One Time Pin (OTP) and self-declaration of name and unique identification number of any of the 'officially valid document' or 'mandatory document' as required by Us or under Applicable Laws.

The New Minimum Details Wallet has the following features:

- Reloadable from a bank account and/ or credit card.
- The amount loaded in the New Minimum Details Wallet during any month shall not exceed Rs.10,000 and the total amount loaded during the financial year shall not exceed Rs.1,20,000.
- The amount outstanding at any point of time in the New Minimum Details Wallet shall not exceed Rs.10,000.
- This Wallet can be used only for purchase of goods and services and not for fund transfer.
- OFS shall provide an option to close the New Minimum Details Wallet at any time and also allow to transfer the funds 'back to source' (payment source from where this Wallet was loaded) at the time of closure.

(iv) Card

- You shall be eligible to avail Card Services if you are a Full KYC Wallet Customer. However, the Card shall be issued to You, upon our sole discretion.
- The currency of issue of the Card shall be Indian Rupees (INR).
- You can reload the Wallet by using only those modes of payment as enabled by Us. These payment modes may be revised by Us from time to time at Our sole discretion. All other conditions for loading of Card, shall be similar to those stated in Clause 5(i) above, subject to Applicable Law.
- The Card is a physical form factor of the Full KYC Wallet described above in Clause 5(i). In addition to this, the Card offers certain additional features and benefits to You.
- Your Card must be activated before you can use it. Please refer to the Card FAQs for more information on card activation. Once your Card is activated, it may be used until the "validity" date printed on the Card. On that date, unless prohibited by Applicable Law, the Card will expire and you can no longer use the Card. You shall be able to access the available balance through Your Wallet Account.
- All Transactions using the Card, shall be done with additional factor of authentications, namely the PIN, OTP etc. Please note that no additional factor of authentication will be required for Transactions valued less than INR 2000, if used on a POS Terminal at a Merchant Location, as the Card is network authenticated by Mastercard.
- Currently, we are not offering any services for transfer of funds from the Card to bank accounts or wallets or other Card account. You may use the Card only at Merchants locations for paying for goods and services availed by the Merchants. There is no cash withdrawal at ATMs or otherwise, permitted using the Card.
- We may refuse the Card Transaction if:

- the Card is reported lost or stolen
- we are uncertain whether the Transaction is authorized by you
- the Card has expired
- the available balance is insufficient
- the transaction PIN entered is incorrect
- RBI regulations
- Any other conditions, such as velocity/ security prescribed by Us.
- The Card shall at all times be the property of OFS and the Customer needs to return the Card to OFS whenever requested. In case the Customer is in receipt of a lost or misplaced card, the same should be handed over to OFS.
- Charges applicable on the Card are listed below in Clause 7.
- OFS will not generate any Card statements. Customers can view Transactions performed using the Card, and available balance on the Ola Money mobile application. SMS or e-mail alerts will be sent to the mobile number/ e-mail ID of registered Customers, for Transactions undertaken using Card.
- You may not handover possession of the Card to any other person. OFS will not be responsible for liabilities arising out of the above action by You.
- Please refer to the Card FAQs, available at this link for process relating to activation of Card, setting up PIN, surrender of Card, replacement of Card, blocking of Card etc.
- You must keep Your Card number and PIN, confidential and not share it with any other person. You are responsible for all activities on Your Card, whether or not You authorized it. However, if You become aware of any unauthorized use of Your Card or Your user ID and password, please contact OFS immediately on care@zipcash.in.
- In case of fraud or theft of Your Card, please write to care@zipcash.in for assistance.
- OFS is not responsible for any loss/ misuse of the Card, interruption of Card services, failure of Merchant to accept the Card or any dispute with Merchant regarding Merchant goods/ services.

(v) OTP based e-KYC Wallet

Please note that due to change in Applicable Law, You will be required to provide KYC details to continue Your Account relationship with OFS. If not, Your Account with Us will be expired or closed. Once You provide KYC details, You will be upgraded to Wallet listed in Para 5(ii) above. If you have any questions, please write to us at care@zipcash.in.

(vi) Zipcash Wallet

Please note that OFS is no longer issuing or operating the Zipcash Wallet. Please write to us at care@zipcash.in for any queries.

(vii) General Conditions for use of Services

- (a) You may avail the Services of the Wallet, upon successful registration and creation of an Account on the Site, unless restricted due to Applicable Law or due to internal policies of OFS.
- (b) The currency of issue of the Wallet shall be Indian Rupees (INR).
- (c) You can reload the Wallet by using only those modes of payment as enabled by Us and permitted under Applicable Law. These payment modes may be revised by Us from time to time at Our sole discretion.

- (d) When You opt to load money into Your Wallet, You will be required to provide certain information ("**Payment Details**") for the purpose of reloading. You acknowledge and agree that by providing such Payment Details, You authorise Us or any third party appointed for such purpose, to reload Your Wallet. The Payment Details You provide must be true, complete, current and accurate. We do not bear any liability for the consequences if You provide false, incomplete or incorrect Payment Details.
- (e) Subject to the payment mode made available to You by Us, You hereby represent and warrant that You are legally and fully entitled to use any debit card, credit card, bank or any other mode that You may use to load funds into Your Wallet. We shall not be held responsible in case You don't have sufficient funds or authorised access to use such payment modes to load Your Wallet.
- (f) You hereby agree that, for the purpose of fraud prevention and security of the Wallet operations, We have the right to reduce and/or modify the re-loading limits and such other limits as may be prescribed in relation to Your Wallet. Please visit Our Site regularly and read these User Terms to be updated of any changes. To know more about the KYC verification process, please contact Our customer care centre or refer <https://blog.olamoney.com/>. You can also visit the RBI website for further details on the PPI Master Directions.
- (g) You hereby authorize Us to hold, receive and disburse funds in Your Wallet in accordance with any payment instructions We receive from You.
- (h) In the event any service provided by a Merchant (*where You have chosen Wallet as the payment option*) is of a nature where the actual payment happens after the service is provided by the Merchant, You hereby authorize Us to withhold the estimated amount of the transaction (as notified by the Merchant as a service request) from the balance in Your Wallet until the Merchant notifies Us of the completion of the service delivery and requests a debit from Your Wallet. For the sake of clarity, such withheld amount will however continue to reflect in Your Wallet Account, until deducted as per the terms hereof. The amount payable by You to the Merchant will be deducted from Your Wallet only once We receive a confirmation from the Merchant on completion of that particular service. You can reach out to the concerned Merchant in case of any disputes in this regard.
- (i) In the event any service provided by a Merchant (*where you have chosen Wallet as a payment option*) is of a nature where the actual payment happens before the service is provided by the Merchant, such as subscription based services etc. You hereby authorize Us to deduct the transaction amount (*as notified by the Merchant*) from the balance in Your Wallet.
- (j) All Transactions shall be subject to: (i) the amount of the outstanding balance existing in the Wallet at the time of initiating a Transaction, (ii) the RBI Regulations, including any variations in the prescribed limits, and/or (iii) any other limits/ conditions as may be prescribed by Us from time to time.
- (k) From risk perspective transfer of funds to added beneficiaries or non-registered beneficiary (i.e., Wallet to Wallet or Wallet to Bank Transfer) is restricted to INR 1,00,000/- per month. Further, all fund transfer limit is capped at INR 5,000/- for registered or unregistered beneficiary. In order to provide You with the option of Wallet to Bank Transfer, we will charge a service fee of 4% (of the total transfer amount) along with applicable taxes ("**Transfer Fee**") on each Wallet to Bank Transfer transaction, which, where applicable, would be

reflected on the Site. This Transfer Fee will be deducted from Your Wallet at the time of Wallet to Bank Transfer.

- (l) For security reasons and to ensure compliance with the mandates prescribed by the RBI, OFS may implement certain measures in relation to Your Account and/or the use of Your Wallet balance, including but not limited to block on Your ability to undertake any Wallet to Wallet Transfer and Wallet to Bank Transfer for upto 72 hours after You open Your Account and/or after You add money in Your Wallet Account using a new mode of payment/ new card etc. Additionally, in case of any suspicious transactions, OFS may also impose such other security measures as it deems fit, to ensure that the balance in the Wallet Account is not misused, wrongfully diverted etc. OFS will, on a best efforts basis, try and intimate You of any such measures/ restrictions. Please contact customer care in case of any queries in this regard.
- (m) This Service of transfer of funds from one Ola Money e-Wallet to another Ola Money e-Wallet shall be available only on the following operating systems: Android, IOS, Windows.
- (n) From risk perspective, fund transfer to added beneficiaries or non-registered beneficiary (i.e., Wallet to Wallet or Wallet to Bank Transfer) is restricted to INR 1,00,000/- per month. Further, all fund transfer limit is capped at INR 5,000/- for registered or unregistered beneficiary.
- (o) In addition to the above, the following conditions should be fulfilled for transfer of funds from one Wallet to another:
 - You must have a Full KYC Wallet Account.
 - The transferor must have available funds to be able to initiate a transfer to the transferee;
 - The transferor must have completed the KYC verification process as mentioned under these T&Cs; and
 - The transferee must be registered with the Site and must maintain an Wallet Account with Us to receive transfer of funds from the transferor.
 - We rely solely on information provided by You for initiating the transfer of funds from one Wallet to another and We will bear no responsibility or liability in the event that funds are not transferred to the desired transferee or are transferred incorrectly, due to no fault of OFS. In the event We have any reason to believe that the funds which have been transferred have been transferred incorrectly or fraudulently or to persons who are not eligible to receive such funds, We reserve the right to cancel the transfer and/or to terminate/suspend Your Wallet Account and the Wallet Account of the person to whom You have transferred the funds, with immediate effect.
- (p) OFS is not liable for the wrong transfer of funds between two Wallets (including but not limited to transfer to a different user/ Customer, etc.) and the amount shall not be reversed to the transferor in case of an erroneous transfer and/ or in case the funds have been transferred and/or the transferee has already claimed or used the funds transferred.
- (q) You may not withdraw and/or redeem (for cash) any outstanding balance in the Wallet, unless otherwise expressly provided by Us.
- (r) In the event Your Wallet Account does not have the Wallet to Bank Transfer option, You may exercise the option to transfer the same to another Wallet Account, or You may reach out to Our customer care through Your registered mobile number and request for a Wallet to Source Transfer, only if and to the

extent permitted under Applicable Laws. Such transfer, if permitted, shall be subject to certain terms and conditions, including applicable caps and conditions as mentioned in Clause 5.

- (s) You may not transfer Your Wallet Account to any third party.
- (t) In the event there is no transaction carried out on Your Wallet consecutively for a period of 1 (one) year or any other time limit as may be prescribed under Applicable Laws, Your Wallet will be made inactive. Once Your Wallet is made inactive, it can be reactivated only after completing the applicable due diligence process.
- (u) Subject to the above clause, Your Wallet Account shall be valid and operational from the date of activation/issuance to You, for an indefinite period subject to Applicable Laws and internal policies of OFS. We will send communications to You at least 45 days prior, in the event of any expiry of Your Wallet Account and You may transfer any existing Wallet balance to Your bank account, subject to Applicable Laws. For validity of Card, refer to 5(iv) above.
- (v) You agree that any outstanding balance in Your Wallet shall be forfeited after 3 (three) years from the time of expiry of the Wallet Account or may be forfeited immediately, at the time of suspension/termination of Your Wallet Account for any reason whatsoever. Information about the forfeiture of Your Wallet balance (due to the impending expiry of Your Wallet) shall be intimated to You at reasonable intervals, during the 45 (forty five) days period (or such other intervals as mandated under Applicable Laws) prior to the expiry of Your Wallet. The intimation shall be sent to Your registered e-mail address or phone number. We shall not be held responsible or liable for any failure of delivery of the intimation to You.
- (w) You expressly agree and acknowledge that You shall have no claims against Us for the balance forfeited from Your Wallet.
- (x) Wallets are not and shall not be used as a domestic remittance service and as such no Customer will be entitled to redeem and/or cause to be redeemed the same for cash.
- (y) Wallet services are being offered as a service using mobile phones, mobile application, including mobile application operated through the Site, using SMS and may also be offered by other methods as intimated by Us to Customers from time to time. However, different mobile service providers may have different restrictions / limitations in their packages offered to their mobile subscribers. OFS is not responsible for any such limited service offering from any mobile service provider or for such differences in between any two or more such providers. You may be charged a fee for using SMS and mobile services by Your mobile operator, and OFS is not responsible for such charges.
- (z) OFS does not permit, facilitate or allow the following services on the Site and payments for the following services on or through the use of the Site and/or the Wallets:
 - Online gambling
 - Remittance services
 - Any other service prohibited under Applicable Laws.
- (aa) You understand that advertising plays an important role in the provision of this Service, and that We will display advertisements and other information whether as part of the Services or otherwise, which You may use. Subject to Applicable Laws, We may periodically send promotional email/SMS to You about services offered by Us and Our advertisers.

- (bb) In many cases, We provide services of third parties, or our Services in conjunction with that of third parties. In those cases, We provide such Services subject to the terms, conditions and limitations imposed by those third parties, which shall also be binding on You. If those third parties change, suspend or stop providing such services, we may similarly change, suspend or stop providing the Services to You without notice. We may nevertheless endeavour to provide such a Service in another way or by using another third party. You shall have no claims against Us in this regard. You authorise Us to provide any of Your Personal Information (as defined below) to those third parties to the extent that it may be necessary to enable Us and the third parties to provide the services to You. To the extent that there is a conflict between the third party's terms and conditions and these User Terms, these User Terms, with regard to OFS, will prevail.
- (cc) We reserve the right to reject or refuse any third party service used by You in conjunction with our Service.
- (dd) We will take every reasonable effort not to share any of the Payment Details, Registration Data or other personal information (collectively, "**Personal Information**") You provide Us, except as required under RBI Regulations and Applicable Laws, or to the extent necessary for Us to implement any payment instructions We receive from You or as per the terms of the Privacy Policy. Please read Our Privacy Policy for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.

6. Payments to Merchants

- (i) When We receive payment instructions from You to pay a Merchant, You authorize and order Us to commit Your payment to that Merchant. This authorization will remain in effect as long as You maintain a Wallet and/or Card with Us.
- (ii) In the event You have any dispute with the Merchant in relation to the goods or services provided to You by a Merchant, You must report the matter to the concerned Merchant. OFS shall neither be liable for the goods and/or services provided by the Merchants nor be made a party to the dispute between the Merchant and You. OFS shall also not be required to mediate any such dispute between You and the Merchant.

7. Charges

- (i) OFS shall charge a fee at the rate of 4% of the transfer amount, as fees for transfer (plus applicable taxes) on each and every transfer of funds from Wallet to bank account, i.e. Wallet to Bank Transfer. OFS reserves the right to modify or alter the Charges at its sole and absolute discretion, from time to time. All Customers shall be liable to pay these applicable Charges for Wallet to bank Transfer. OFS will be entitled to recover the Charges and the other dues at source, from and out of the Wallet. The Customer will also be liable for any Government taxes or levies which may be payable on such service Charges levied by OFS.
- (ii) OFS shall charge a fee of INR 499 (Rupees Four Hundred and Ninety Nine) to Customers for the issue and re-issue of Cards to Customers. OFS may offer discounts on the Card issuance fee or re-issuance fee to Customers upon its discretion. Cards do not have any annual maintenance cost or delivery cost. Cards shall be re-issued

only for legitimate and valid reasons such as theft/ damage etc, as stated in the Card FAQs.

- (iii) Please note that for all Transactions done with petrol or refueling stations, You will be charged a surcharge or other applicable charges. The same will reflect in Your transaction history. Please write to us, if you need more information.

8. Refunds

- (i) In the event that You desire a refund on any amount that has been debited from Your Wallet/Card account please email care@zipcash.in and make a refund request clearly explaining the circumstances of Your refund request.
- (ii) Where We determine that a refund request is valid, We shall make reasonable efforts to honour the refund request and return the requisite funds to Your Wallet/Card, subject to Applicable Laws.
- (iii) Please note that RBI Regulations do not permit Us to refund any balance by way of cash redemption for the funds existing in Your Wallet/Card to You. However, We may provide You with an option to transfer funds from Your Wallet to a designated bank account, subject to these User Terms and the Applicable Laws. Any such Wallet to Bank transfer shall not amount to a refund or withdrawal.
- (iv) In case Your Wallet is erroneously loaded/ reloaded, after assessing the validity of the written request from You or at our sole discretion, We may process to credit the funds to the same source from where these were received, subject to Applicable Laws and policies.
- (v) Please note that RBI Regulations do not permit Us to transfer any refunds received in Your Card. Refunds will continue to lie in the Card or Wallet Account, from which You may use the balances for further Transactions.
- (vi) We will make reasonable efforts to respond to Your refund request at the earliest. Please note that We will not be responsible for delays, which may be caused by any third parties such as banks and Merchants, on whom We rely while processing Your refund request, or for any delay caused in the case of any Force Majeure events which are beyond Our reasonable control. Therefore, We bear no liability for the processing of the refund requests.

9. Chargebacks

- (i) You may have the right to initiate a chargeback request in accordance with the terms and conditions of Your debit or credit card scheme or Your bank account. Please note Your chargeback request will be processed by Your debit/ credit card provider or Your bank and not by Us. Therefore, We bear no liability for processing of the chargeback requests.
- (ii) We reserve the right to review Your Account and Transaction history pursuant to a chargeback request, in order to determine the veracity of a chargeback request, including to determine the occurrence of any fraud. If We have any reason to believe that there has been a fraudulent activity on Your Wallet/ Card account, We reserve the right to terminate, block or suspend Your Account with immediate effect. You shall have no claims against Us in this regard.

10. Liability for Unauthorized Transactions

In the event You incur loss due to unauthorized Transactions, on a case to case basis, we will decide the course of action in accordance with the Customer Grievance Redressal Policy available at <https://olamoney.com/images/pdf/-ZCGrievanceRedressalPolicy.pdf>

This Customer Grievance Redressal Policy shall apply to both Wallets and Cards.

11. Non-working days

- (i) We are reliant on third parties such as banks to deliver timely Services. Since We cannot control the actions of such third parties, We will not be responsible to render Services or process payments or refunds on the following days:
 - (a) Days which are declared as holidays by the RBI, and any other day which is declared a holiday by Us.
 - (b) Saturdays and Sundays and days declared as holidays on account of bandhs or festivals in any State or Union Territory in India. We will continue to render Services which do not involve that particular State or Union Territory in which a holiday has been declared on that day.

12. Use of Site

- (i) You agree, undertake and confirm that Your use of Site 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 Customer's or user's use and enjoyment of the Site 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, paedophilia, 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 Sites; or

- refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Site, contains content that would be prohibited, or that violates the letter or spirit of these T&Cs; or
 - harms minors in any way; or
 - is violative of Applicable Laws; or
 - deceives or misleads the addressee/ Customers about the origin of such messages, or communicates any information which is grossly offensive or menacing in nature; or
 - impersonates another person; 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 Site or any transaction being conducted on the Site; 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 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 Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. 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 Site or any network connected to the Site nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other Customer of OFS, including any Account or Wallet or Card not owned by You, to its source, or exploit the Site or any Service or information made available or offered by or through the Site, 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 Site. 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 Site or Our systems or networks, or any systems or networks connected to the Site.
 - (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 Site or any Service offered on or through the Site. 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 Site or any content for any purpose that is unlawful or prohibited by these User Terms, or to solicit the performance of any illegal activity or other activity that infringes the rights of OFS, the Customers or others.
 - (g) You shall not use the Services or Site in any manner that could damage, disable, overburden, block or impair any of the servers connected to the Site. 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 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 OFS or its Merchants on the Site, 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 Customers of the Site to buy or sell any products or services, including, but not limited to, related services being displayed on or in relation to the Site. It shall be a violation of these User Terms to use any information obtained from the Site in order to contact, advertise to, solicit, or sell to another person outside of the Site without Our prior written consent.
- (ii) 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. Such discontinuation shall take effect within thirty (30) days of receipt of a written request from You.
- (iii) 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 Personal Information*), 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 User Terms and Our Privacy Policy.
- (iv) Any offers, promotions by OFS in relation to the Wallet/Card shall be subject to the terms and conditions issued along with such offer and OFS shall at its sole discretion

modify/alter such terms and conditions and You agree to be bound by such terms and conditions when accepting the offer.

- (v) 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 Site) 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 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.
- (vi) We reserve the right, but have no obligation, to monitor the materials posted on the Site. 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 User Terms. Notwithstanding this right of OFS, YOU SHALL REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE SITE 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 Site 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.
- (vii) It is possible that other Customers (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Site 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 Site, 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 Site, 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 Site, 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 Site and with other users of the Site.
- (viii) We shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Denial of Services/Distributed Denial of Services).
- (ix) You may be issued a user ID and password to access Your Wallet. You must keep the password confidential and not share it with any other person/Customer. You are responsible for all activities on Your Wallet, whether or not You authorized it. However, if You become aware of any unauthorized use of Your Wallet or Your user ID and password, please contact OFS immediately on care@zipcash.in.
- (x) OFS's performance of these User Terms is subject to the Applicable Laws, and nothing contained in these User Terms is in derogation of OFS's right to comply with law enforcement requests or requirements relating to Your use of the Services or information provided to or gathered by OFS with respect to such use. You agree that OFS 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 OFS's sole and absolute discretion.

- (xi) These User Terms and the customer grievance redressal policy at <https://olamoney.com/images/pdf/ZCGrievanceRedressalPolicy.pdf> and the FAQs constitute the entire agreement between the Customer and OFS with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Customer and OFS with respect to this Service. A printed version of these User 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.

13. Content posted on the Site

- (i) 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 Site is owned, controlled or licensed by or to Us, and is protected by copyright, patent and trademark laws, and various other intellectual property laws.
- (ii) Except as expressly provided in these User Terms, no part of the Site 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, website or other medium for publication or distribution or for any commercial enterprise, without Our prior written consent.
- (iii) You may use information on Our Services purposely made available by Us for downloading from the Site, provided that You:
 - (a) do not remove any proprietary notice language in all copies of such documents; or
 - (b) 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
 - (c) make any modifications to any such information; or
 - (d) do not make any representations or warranties on Our behalf relating to such information.

14. Third Party Services/Links

- (i) We do not take responsibility or liability for the actions, products, content and Services on the Site, which are linked to Merchants and/or third party websites using Our APIs or otherwise. In addition, We may provide links to the third party websites and certain other businesses on the Site. 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 website(s) and/or Merchant websites, and (ii) the genuineness of any third party content. We do not in any way endorse any Merchant websites and third party website(s) or any content thereof.
- (ii) All Transactions and/or reloads shall be effected using the services of an entity providing payment gateway/processor services ("**PG**"). Such PG may either be OFS or any of its affiliates or co-branding partners or unrelated 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/reloads and authorize the PG to complete such Transactions/reloads. In this respect, it is clarified that all PGs whose services are utilized for the purposes of the Site 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 OFS’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 at the Site and at the Merchant sites of any of OFS’s affiliates. Your authorization under this clause is subject to any other terms and conditions of the PG. In the event You delete Your Card Details from the Ola Cabs page or the Site (as the case may be), please note that if Your card is also enabled on the Site or Ola Cabs Page (as the case may be), Your Card Details shall not be automatically deleted from the Site or Ola Cabs page (as the case may be), and You shall specifically visit the Site or Ola Cabs page (as the case may be) and delete Your Card Details therefrom or alternately, You can contact our customer care to have the same deleted.

- (iii) The PGs may further make available to You, the option of auto debits from Your bank account linked with the Account held with OFS for the purposes of cyclical payments for reloads to Your Wallet/ Card. 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. OFS shall not be responsible or liable for the same.
- (iv) We may tie-up with third party entities where You might be permitted to reload Your Account through the reward points, scores etc. accumulated by You with such third party entities. In such an event, in addition to these User Terms, You may also be bound by the terms and conditions of such third party entity.
- (v) We welcome links to this Site. You may establish a hypertext link to the Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by Us or any other representation or warranty by Us. You must not use on Your site or in any other manner any trademarks, service marks or any other materials appearing on the Site, including any logos or characters, without Our prior written consent and the consent of the owner of the mark or materials. You must not frame or otherwise incorporate into another third party website, or present in conjunction with or juxtaposed against such a website, any of the content or other materials on the Site, without Our prior written consent.

15. Intellectual Property Protection

- (i) All trademarks, brands and service marks used in connection with the Site or the Services offered by Us are owned by OFS and/or its affiliates and/or its co-branding partners and are OFS’s and/or its affiliates and/or its co-branding partners property, as the case maybe; OFS and/or its affiliates and/or its co-branding partners own all copyrights and intellectual property rights and database rights in connection with the Services and the Site. Third party trademarks may appear on this Site 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.
- (ii) 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 Site.

- (iii) OFS 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 OFS. The intellectual property rights in the trademark 'Ola Money' are licensed to OFS for use, in relation to the Wallet and Card.

16. Copyright Complaint

- (i) 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.
- (ii) 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 Site and the Services and take such as measures, as We deem fit.

17. Disclaimers

- (i) We shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, etc. are processed in a timely manner. However, We make no representations or warranties regarding the amount of time needed to complete such processing because our Service is largely dependent on many factors outside Our control.
- (ii) Except for Our limited role in processing payments that You authorize or initiate, We are not involved in any underlying transaction between You, any other Customer, Merchant, 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.
- (iii) We will always endeavour to provide the Services to You to the best of Our ability. You are however aware that the Services will involve transmissions over various networks and that it will change to conform and adapt to the technical and other requirements of connecting networks, devices and entities. OFS cannot take on any liability or responsibility for any loss, damage etc. arising as a result thereof.
- (iv) Without limitation and without prejudice to the foregoing paragraphs, OFS shall not be liable for:
 - (a) any defect or deficiency in any goods and services purchased by You or availed as a benefit, privilege or facility attached to the Service;
 - (b) refusal by or inability of a Merchant to honour or accept the Wallet or Card;
 - (c) handing over of the relevant access control/password/PIN by You to any other person; and
 - (d) the quality, safety, reliability, legality, delivery or any other aspect of any goods or services that You may purchase using the Wallet or Card.
- (v) Your use of the Service is at Your sole risk. The Service is 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.
- (vi) Without prejudice to the foregoing paragraph, We do not warrant that:

- (a) The Site will be available at all times and in all locations;
- (b) The information on the Site is complete, true and accurate;
- (c) The Site; the information, Content, materials, product (including software) or services available on, or otherwise made available to You through the Site; the servers; or any electronic communication sent by Us, are free of viruses or other harmful components;
- (d) Nothing on the Site constitutes, or is meant to constitute, advice of any kind.
- (vii) We make no express or implied representations or warranties about Our Services or the Site, 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.
- (viii) OFS 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 Site, or Your reliance upon the Service or the information contained in the Site, including any Content.
- (ix) 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.
- (x) Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Site, 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 Site.
- (xi) 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 Customer from the Merchants and/or third parties under these User Terms will be at his/her own risk and costs. OFS 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 OFS in respect thereof.

18. Indemnity and Limitation of Liability

- (i) You will defend, indemnify and hold harmless OFS 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.

- (ii) 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 OFS liable therefore in any way for claims arising out of or connected to any security risks. The use and storage of any information, including without limitation, the card number, PIN, password, account information, Transaction activity, Wallet/Card balances and any other information available on Your internet access device or computer or mobile phone is at Your own risk and responsibility. OFS shall not be responsible for Claims as regards the information stored by You either on Your mobile device or on any computer device.
- (iii) Where OFS 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 OFS, and You agree to hold OFS harmless in respect thereof.
- (iv) IN NO EVENT SHALL OFS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH 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 TO YOU, FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE/SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 10,000/- (INDIAN RUPESS TEN THOUSAND ONLY).

19. Force Majeure

- (i) We shall not be liable for any failure to perform any obligations under these User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event (as defined herein 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 OFS, 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.
- (ii) This arrangement between You and OFS 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 Charges to OFS.

20. Termination and Deactivation of Services

- (i) 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 the RBI Regulations or the Applicable Laws, or for any breach of these User Terms by You, or for any other reason whatsoever.

- (ii) You can terminate Your arrangement with OFS under these User Terms by closing any Account created by You and which is associated with any of the Wallet/Card, and by thereafter ceasing to access/ use the Site. 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 Transactions that occur prior to the termination of Your Account coming into effect, which termination shall be notified to You by OFS. In case of such termination, the balance in Your Account shall be dealt with as per these User Terms or as per Applicable Laws. The Card must be surrendered to OFS, upon termination of Your Account with OFS.
- (iii) If You violate any of these User Terms, OFS reserves the right to deactivate Your Wallet/ Card, and/or cancel/suspend any or all Wallet/Card balance, without any notice or refund, and that You shall be solely liable in this regard.
- (iv) The remedies provided under these User Terms are in addition to any other remedy as maybe available to OFS, in law or in equity.

21. Notices and communication

- (i) Any notice or notification in relation to these User Terms which You wish to make to Us must be made in writing to:
Attn: Ola Financial Services Private Limited (formerly known as Zipcash Card Services Private Limited)
Address: Regent Insignia, #414, 3rd Floor 4th Block, 17th Main, 100 Feet Road Koramangala, Bangalore, Karnataka, India, 560034.
E-mail: care@zipcash.in
- (ii) 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.
- (iii) You will be subject to these User Terms and the Privacy Policy provided hereunder.
- (iv) Any notice given by OFS 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. OFS shall not be held accountable for delays in receipt of notice.
- (v) In the event of any change in Your e-mail and/or registered address and/or telephone numbers or other information provided by You, You shall inform OFS promptly in writing, by e-mail, which change shall be recorded by OFS after due verification.

22. Customer Grievance Redressal Policy

- (i) 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 manner listed down the Customer Grievance Redressal Policy, available at <https://olamoney.com/images/pdf/ZCGrievanceRedressalPolicy.pdf>
- (ii) 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 Site, an automatic acknowledgment email would be triggered with the ticket number. For complaints received over call, acknowledgment of receipt will be over call itself.
- (iii) The escalation matrix for complaints shall be as follows:

Level 1: Customer Support

Customers can contact our 24x7 customer service team (i.e., customer care executive) via e-mail at care@zipcash.in or by making a call to our customer care executive at 080-46656299 which provides timely resolution to queries/ complaints across channels. Post receipt of the queries/ complaints, we shall immediately send a response/ auto response to the customers acknowledging the complaint along with the registered complaint number. The customers can also request for a call back for query and we would be happy to reach out to the customer. The team will initiate action to resolve your complaint expeditiously, preferably within 48 hours and will strive to ensure resolution to your concern/ query within 5 (five) business days from receipt.

Level 2: Customer Service Escalation

If customers do not get a resolution within the promised timeline or are dissatisfied with the response from Level 1, customer can reach out to our Manager Customer Care via email at escalations@olamoney.com for Wallet or Card. We will strive to ensure resolution to your concern/ query within 5 (five) business days from receipt.

Level 3: Grievance Officer

If customers query remains still unresolved or customer is dissatisfied with the response from Level 2, customer can escalate the matter to our Grievance Officer who will be happy to address issues that have remained unresolved despite help from our Manager Customer Care. Customer can contact our Grievance Officer at grievance.officer@zipcash.in with the details of interaction with the Manager Customer Care. We will strive to ensure this is resolved within 3 (three) business days from the date of receipt.

Name: Balaram C R (Grievance Officer), Ola Financial Services Private Limited

Address: Regent Insignia, #414, 3rd Floor 4th Block, 17th Main, 100 Feet Road Koramangala, Bangalore, Karnataka, India, 560034.

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

Phone Number: +91 99450 00247

Level 4: Nodal Officer

In the unlikely event that the customer issue remains unresolved to customer's satisfaction despite escalating to our Grievance Officer, the customer can reach out to the Nodal Officer appointed by us. Nodal officer can be contacted via email at nodal@zipcash.in. We will strive to ensure this is resolved within 3 (three) days from the date of receipt.

Level 5: Ombudsman for Digital Transactions

In the unlikely event that the customer issue remains unsolved to the satisfaction of the customer, the customer can also file a complaint with the Ombudsman for Digital Transactions, as per the scheme issued by the Reserve Bank of India available at available at <https://olamoney.zendesk.com/hc/en-us/articles/360002975880-Ombudsman-for-Digital-Transactions-Scheme>. The contact detail of the relevant Ombudsman is provided below:

Ombudsman for Digital Transaction

C/o Reserve Bank of India

10/3/8, Nrupathunga Road Bengaluru -560 001
STD Code: 080 Tel. No. 22210771/22275629
Fax No. 22244047
Email : bobangalore@rbi.org.in

- (iv) The Customer shall be kept informed of the progress of the redressal process and/or, the reasons for delay if any, in redressing.

23. Governing law and dispute resolution

- (i) Any dispute, controversy or claim arising out of or relating to these User 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 and escalation as provided in Clause 22 above. If the Dispute is not settled amicably as aforesaid between OFS' 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 OFS and You. The arbitration proceedings shall be conducted in the English language. The venue and seat for the arbitration proceedings shall be Bangalore.
- (ii) These User Terms shall be governed by and construed in accordance with the laws of India and, subject to Clause 23.I, OFS and You agree and undertake that any controversy or claim arising out of or relating to these User Terms will be adjudicated exclusively before a competent court in Bangalore, India only.
- (iii) Any costs incurred by OFS towards enforcement of its rights and recovery shall be debited from Your Account/ recovered from You.

24. Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions under these User 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 User 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.

25. Severability

If any provision of these User 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.

26. Revision of these User Terms

We reserve the right to change any of these User Terms or any policies or guidelines governing the Site or the Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Site. You are required to check for updates, revisions and changes to these User Terms on the Site. The date of the last update to these User Terms will be reflected in these User 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 User Terms, You may cancel the Service by terminating Your Account with OFS and informing OFS in writing about the same by sending an e-mail to care@zipcash.in. You must thereafter immediately discontinue accessing Our Site 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 informing You about the changes made. As long as You comply with these User Terms, We grant You a personal, non-exclusive, non-transferable, limited privilege to access and use the Site.

27. Closure of Zipcash Coupons

You hereby acknowledge that OFS is closing its coupon services and during the transition phase the Zipcash coupon holders will be restricted from loading money to Zipcash coupons. However, the Zipcash coupon holders may transfer the coupon balances to their bank account by providing the below details to us:

- Registered mobile number;
- Bank account number and IFSC code;
- Scanned copy of Permanent Account Number (PAN);
- Scanned copy of cancelled cheque (with holder's/ customers name);
- Scanned copy of proof of address (driving license, passport, voted ID etc.)

You may also reach out to us at 022-6672-0000 or email at help@zipcash.in for any other query that you may have in relation thereto.

28. Miscellaneous

- (i) You agree to comply with all Applicable Laws and RBI Regulations from time to time which govern or may be affected by Your use of the Service(s).
- (ii) OFS 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 Customer will be provided with the Services by the Service Provider jointly and/or severally with the party/ies in joint venture. The Customer hereby gives his/her irrevocable consent and permission to such a tie-up/ arrangement. In the event of such a tie-up, the User Terms herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also, unless otherwise modified as per the terms hereof.
- (iii) You hereby agree that the application and copies of all documents submitted for the ongoing operation of the Wallet by You to OFS are and shall remain the sole and exclusive property of OFS, and OFS shall not be obliged to return the same to You upon Your request or upon termination of Your OFS Account.
- (iv) As Your Account is connected to Your mobile number, it is Your responsibility to inform OFS 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 Wallet balance, and OFS 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 OFS password/PIN, You should immediately intimate OFS in writing. OFS shall make every attempt to block access to Your Account/ Wallet/Card under such circumstances; however, OFS shall not be liable for any losses a user may incur due

to the above. The responsibility to safeguard the Wallet balance rests entirely with the Customer.

- (v) *e-KYC Terms and Conditions*: 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:
- (a) You hereby consent that OFS (formerly known as Zipcash Card Services Private Limited) may, 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 fulfilling the KYC requirements mandated by the RBI, in a manner as required under applicable laws.
 - (b) You hereby declare that no other account has been opened nor will be opened by You using the OTP based Aadhaar authentication, either with OFS, or with any other regulated entity.
 - (c) You hereby allow OFS to obtain from the Agency, 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 OFS, or any other period as mandated under any applicable laws.
 - (d) You hereby declare that the details furnished by You are true, correct and complete to the best of Your knowledge. You will keep OFS indemnified and harmless with regard to any inaccuracies, errors, discrepancies, etc. in the information provided, or in case of any incomplete information provided.
 - (e) You confirm that You are 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.
 - (f) You agree that OFS 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.

Privacy Policy

1. General

This privacy policy ("**Privacy Policy**") addresses the privacy rights regarding the collection, use and protection of the information provided by the customers ("**You**", "**Your**", "**Users**") to Ola Financial Services Private Limited (*formerly known as Zipcash Card Services Private Limited*) ("**Our**", "**Us**", "**We**", "**Zipcash**", "**OFS**") while registering Your account ("**Account/ Wallet/ Card**") at Our Site. You may register at Our website or such other websites and mobile applications as may be developed by OFS and/or OFS under a cobranding arrangement with an entity ("**Site**") from time to time. 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.

- 1.1. We value the trust You place in Wallet (including under a cobranding arrangement with an entity) or Card. 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 collect, disclose, 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 OFS in accordance with the Users Terms above and available at the Site.

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:
 - 2.1.1. 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 purposes, as mandated by RBI;
 - 2.1.2. The information stated in 2.1.1 may be collected, verified, used and stored by Us directly or by any third party engaged by Us for the purpose of completing Your KYC and in order to enable You to avail Our Services. You hereby consent for sharing, using and storing of your Personal Information by Us and/or third parties engaged by Us.
 - 2.1.3. Details of Your bank account (including but not limited to, account holder, account name, account number, transaction authentication number "TAN"), as necessary by Us;
 - 2.1.4. 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 other information, as required from time to time in order to provide the services to You;
 - 2.1.5. 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 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.
- 2.1.6. 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.
 - 2.1.7. 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.
 - 2.1.8. The information as stated in 2.1 may be collected, used and processed by Us directly, or by any third party engaged by Us for any other services offered to You by Us. You hereby consent to sharing of the aforementioned information with our business partners, associates, collaborators for any service offered by Us and/or them, jointly or severally.
- 2.2. 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:
- 2.2.1. Information collected through “Cookies”; Please refer to Section 3.2 for more information on Cookies;
 - 2.2.2. 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;
 - 2.2.3. 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;
 - 2.2.4. The duration of Your stay on Our Site is also stored in the session along with the date and time of Your access;
 - 2.2.5. The transactions that You either conduct with Us or with any third party through Our Site; and
 - 2.2.6. Other information associated with the interaction of Your browser and the Site.
- 2.3. When You use the Site, OFS’ 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 OFS and shall not be used to identify Your Account/ Wallet/ Card.
- 2.3.1. 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.
 - 2.3.2. 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.

Accordingly, these services do not track Your browsing habits. The information shared through these services will not identify You or Your Account.

2.4. 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 shall not be regarded as Personal Information within this Privacy Policy.

2.5. The Personal Information as aforesaid is essential to provide the services offered by OFS. 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 Wallet/ Card and to continually improve our service offerings;
- (b) To make and receive payments for transactions undertaken by You using Wallet/ Card, customer verification, verifying that You have sufficient funds in the account to make such payments 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 OFS' products/services and to send You information, materials, and offers from OFS;
- (f) to send You important information regarding the Site, changes to OFS' terms and conditions, policies and/or other administrative information;
- (g) to send You surveys and marketing communications that OFS 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, 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 and affiliates, in order to enhance the services provided to You by Us or Our affiliates; and
- (t) 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.
- (u) In addition, we may use your Personal Information or other information that we collect about you: (1) to provide you with information or services or process transactions that you have requested or agreed to receive including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; and (2) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy

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 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, KYC information etc. Subject to the above, We will delete all other Personal Information about You when Your Account is terminated. We will not retain Your TAN and/or password, credit card information.

4.2. Please note that We will not require You to disclose Your personal or security details via 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 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. 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. We may also share information with third parties where You have expressed an interest in receiving information and/or availing 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 Wallet and/or a Wallet under a cobranding arrangement with an entity.

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, unauthorised access to computer data and storage device, computer crashes, 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. 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. 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 OFS 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 grievances with respect to processing of information provided 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 grievance.

Grievance Officer: Balaram C R

Email Address: grievance.officer@zipcash.in

Phone Number: +91 99450 00247

OFS Contact information:

Phone Number: 080-46656299

Email Address: 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 Bengaluru, India only.