

TERMS AND CONDITIONS OF SERVICE FOR CUSTOMERS

Last Updated on January 19, 2017

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules made thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By registering at or merely browsing on Our Site, You have unconditionally agreed to be bound by all of these terms and conditions of Service for use and access of the Site. **PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE ANY OF THE SERVICES OFFERED ON THE SITE, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.** If You do not accept any of the User Terms, then please don't use the Site or avail any of the Services being provided therein. **YOU AGREEING TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND ZIPCASH IN RESPECT OF THE SERVICES OFFERED/AVAILED USING THE SITE.**

1. Definitions

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

"**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.

"**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 Zipcash.

"**ANI**" shall mean ANI Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore – 560034. ANI is one of the registered merchant with Zipcash, which has Zipcash Wallet as one of payment option.

"**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.

"**Charges**" shall mean any charge and/or fee levied by Zipcash to the Customer for availing the Service(s), a full list of such charges/fees would be available at <https://www.zipcash.in/User/PricingPolicy.html>.

"**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. Customer shall also include a dealer who buys, sells or resells Zipcash Coupons.

"Merchant" shall mean an individual or a duly incorporated organization that accepts payments for its products/services through the Zipcash Payment Options.

"PPI Guidelines" shall mean the Issuance and Operation of Pre-paid Payment Instruments in India Directions, 2009 issued by RBI and updated from time to time.

"RBI" shall mean the Reserve Bank of India.

"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 same.

"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 Zipcash Payment Options and enabling receipt of such payments by the Merchant.

"Site" shall mean the website www.zipcash.in and such other websites and mobile applications as may be developed and /or operated by Zipcash whether singly or in collaboration/partnership with another entity. For clarity, the site shall include without limitation the Ola Money powered by Zipcash mobile application.

"Transaction" shall mean every payment request or order placed by the Customer using the Zipcash Payment Options. For clarity, Transaction shall include failed Transactions.

"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.

"Wallet to Wallet Transfer" shall mean and refer to a service wherein the Customers may transfer funds from their Zipcash Wallet to another Zipcash Wallet.

"Wallet to Bank Transfer" shall mean and refer to a service wherein the Customers can transfer funds from their Zipcash Wallet to a designated savings or current bank account

"Zipcash" or **"We"** or **"Us"** or **"Our"** or **"Ourselves"** shall mean and refer to Zipcash Card Services Private Limited, a company incorporated under the Companies Act, 1956 and having its corporate office at 323, Corporate Centre, Nirmal Lifestyle, LBS Marg, Mulund W, Mumbai – 400080 and shall include its successors and assigns.

"Zipcash Coupon(s)" shall mean and include a prepaid payment instrument in the nature of a coupon issued by Zipcash whether singly or in collaboration with another entity available to Customers in the physical form or digital/electronic form.

"Zipcash Payment Options" shall mean and include Zipcash Coupon/(s), Zipcash Wallet and other such payment instruments as may be owned and operated by Zipcash, whether singly or in collaboration with another entity.

"Zipcash Wallet" or **"Wallet"** shall mean and refer to a pre-paid payment instrument, in the nature of an electronic vault for currency, issued by Zipcash 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, Ola Money powered by Zipcash is a Zipcash Wallet.

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 Zipcash 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; and
 - b. You are competent to enter into a contract under the Applicable Laws.
- II. You can avail the Services only if You fulfill the conditions as mentioned in 3.I.a and 3.I.b 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.

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. ("**Registration Data**").
- II. 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.
- III. 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.
- IV. 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 any third party. 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.
- V. 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.
- VI. We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way. We reserve the right to suspend or terminate Your Account for reasons including but not limited to any fraud charges against You raised by any bank, other Account holders or concerned authorities and We also reserve the right to share Your information with them for the purposes of investigation.

- VII. We allow You to open only one Account in association with the Registration Data provided by You.
- VIII. In case of any unauthorized use of Your Account, please immediately reach Us at care@zipcash.in
- IX. In case, You are unable to access Your Account or the Zipcash 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 atleast 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.

5. Zipcash Services

- I. Ola Money powered by Zipcash (“**Ola Money e-Wallet**”)
- a. You may avail the Services of the Ola Money e-Wallet which is a Zipcash Wallet and one of the Zipcash Payment Options, upon successful registration and creation of an Account on the Site.
 - b. The currency of issue of the Ola Money e-Wallet shall be Indian Rupees (INR).
 - c. You can reload the Ola Money e-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.
 - d. When You opt to load money into Your Ola Money e-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 to reload Your Ola Money e-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. You 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 Ola Money e-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 Ola Money e-Wallet.
 - f. The limits of re-loading for the Ola Money e-Wallet shall be as listed below:
 - Recharge upto Rs.10,000/- may be made by You after providing minimum details as required by Us, provided the amount outstanding at any point of time in Your Ola Money e-Wallet does not exceed Rs 10,000/- and the total value of reloads during any given calendar month also does not exceed Rs 10,000/-

- Recharge upto Rs. 1,00,000/- may be made by You after providing appropriate information to Us as per the KYC Norms prescribed by RBI from time to time. However, the balance in Your Ola Money e-Wallet should not exceed Rs. 1,00,000/- at any point of time.
- g. You hereby authorize Us to hold, receive and disburse funds in Your Ola Money e-Wallet in accordance with any payment instructions We receive from You.
 - h. All Transactions shall be subject to: (i) the amount of the outstanding balance existing in the Ola Money e-Wallet at the time of initiating a Transaction, (ii) the RBI Regulations, and/or (iii) any other limits/ conditions as may prescribed by Us from time to time.
 - i. Transfer of funds from Your Ola Money e-Wallet to another Ola Money e-Wallet shall be permitted up to INR 5,000/- (Indian Rupees Five Thousand) per Transaction, subject to a cap of INR 25,000 (Indian Rupees Twenty Five Thousand) per month.
 - j. 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: Andriod, IOS, Windows.
 - k. Following conditions should be fulfilled for transfer of funds from one Ola Money e-Wallet to another:
 - The transferor must have available funds to be able to initiate a transfer to the transferee; and
 - The transferee must be registered with the Site and must maintain an Ola Money e-Wallet with Us to receive transfer of funds from the transferor.
 - l. We rely solely on information provided by You for initiating the transfer of funds from on Ola Money e-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 Zipcash. 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 Your Ola Money e-Wallet and the Ola Money e-Wallet of the person to whom You have transferred the funds, with immediate effect.
 - m. Zipcash is not liable for the wrong transfer of funds between two Ola Money e-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.

- n. You may not withdraw and/or redeem any outstanding balance in the Ola Money e-Wallet, unless expressly provided otherwise by Us.
- o. You may initiate a Wallet to Bank Transfer. Wallet to Bank Transfer shall be permitted up to INR 5,000/- (Indian Rupees Five Thousand) per Transaction, subject to a cap of INR 25,000 (Indian Rupees Twenty Five Thousand) per month or such other legally prescribed limits. In order to provide this service, We would be charging You a transaction fee as set out at <https://www.zipcash.in/User/PricingPolicy.html>, along with applicable service tax (“**Transfer Fee**”) on each Wallet to Bank Transfer transaction. This Transfer Fee will be deducted from Your Ola Money e-Wallet at the time of the Wallet to Bank Transfer.
- p. You may not transfer Your Ola Money e-Wallet account to any third party.
- q. Your Ola Money e-Wallet account shall be valid and operational for a period of 3 (three) years from the date of activation/issuance to You, until suspended/terminated by Zipcash in accordance with these User Terms, unless the validity of the Ola Money e-Wallet is extended by Us at Our discretion.
- r. The maximum permissible period of non-use of the Ola Money e-Wallet (“**Permissible Dormant Period**”) shall be 6 (six) months either from the date of issuance or from the date of the last use of the Ola Money e-Wallet account, whichever is later.
- s. You agree that any outstanding balance in Your Ola Money e-Wallet shall be forfeited at the time of expiry of the Ola Money e-Wallet account or at the time of suspension/termination of Your Ola Money e-Wallet account for any reason whatsoever. Information about the forfeiture of Your Ola Money e-Wallet balance (due to the impending expiry of Your Ola Money e-Wallet) shall be intimated to You at reasonable intervals, during the 30 (thirty) days period prior to the expiry of Your Ola Money e-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.
- t. You expressly agree and acknowledge that You shall have no claims against Us for the balance forfeited from Your Ola Money e-Wallet.

II. Zipcash Coupons

- a. Customer will be entitled to purchase the Zipcash Coupons vide various methods, including, but not limited to, dropping a cheque in any of the Zipcash collection boxes, using credit/debit card online to charge the Customer’s account with Zipcash, or by giving cash to any of the authorised dealers of Zipcash in exchange for reloading their account held as Zipcash Coupons. In consideration of the Customer making payment to Zipcash or to

any of its authorised dealers, Zipcash will issue and/or cause to be issued to the Customer the Zipcash Coupons in the physical and/or the digital form, depending upon the manner in which the Customer places the order.

- b. The reload of the Zipcash Coupons shall be effected by crediting the Customer's Zipcash Coupon account with Zipcash Coupons of the requisite denominations depending upon the amount paid through (i) credit/debit card online; (ii) cash payment to any of the authorized dealers of Zipcash; and (iii) dropping a cheque in any of the Zipcash collection boxes. In case the Customer purchases Zipcash Coupons in the form of physical prepaid cards, he will be allotted a unique PIN which the Customer will communicate through SMS or through the Zipcash website to the Zipcash server against which his account will be loaded with equivalent Zipcash Coupons corresponding to the value mentioned on such prepaid card.
- III. Zipcash Payment Options are not and shall not be a domestic remittance service and as such no Customer will be entitled to redeem and/or cause to be redeemed the same for cash. Zipcash Payment Options are not and shall not be a legal tender within the meaning of any law including the RBI Regulations.
- IV. Zipcash Payment Options 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 over time. However, different mobile service providers may have different restrictions / limitations in their packages offered to their mobile subscribers. Zipcash 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 Zipcash is not responsible for such charges.
- V. Zipcash 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 Zipcash Payment Options:
 - a. Online gambling
 - b. Remittance services
 - c. Any other service prohibited under Applicable Laws.
- VI. 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.
- VII. 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 will prevail, as regards You availing the Services.

- VIII. We reserve the right to reject or refuse any third party service used by You in conjunction with our Service.
- IX. 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. 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 Zipcash Payment Option 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. Zipcash 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. Zipcash shall also not be required to mediate any such dispute between You and the Merchant.

7. Charges

- I. The Charges levied by Zipcash on the Customers for the use of the Services, are available at <https://www.zipcash.in/User/PricingPolicy.html>. We reserve the right to change Our policies and Charges from time to time. In particular, We may, at Our sole discretion, introduce new services and modify some or all of the existing Services offered on the Site. In such an event, We reserve, without notice to You, the right to introduce fees for the new services offered or amend/introduce Charges for existing Services, as the case may be. Changes to the Charges and related policies shall automatically become effective immediately once such additional services are activated on the Site. You shall at times ensure that You use the updated version of the Site.
- II. Zipcash 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 using the Services. Zipcash will be entitled to recover the Charges and the other dues at source, from and out of the Zipcash Payment Options. The Customer

will also be liable for any Government taxes or levies which may be payable on such Service Charges levied by Zipcash.

8. Refunds

- I. In the event that You desire a refund on any amount that has been debited from Your Zipcash Wallet or Zipcash Coupon 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 grant the refund request and return the requisite funds to Your Zipcash Wallet or Zipcash Coupon account.
- 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 Zipcash Wallet or Zipcash Coupon account to You. However, We may provide You with an option to transfer funds from Your Zipcash Wallet to a designated bank account in terms of Clause 5.I.o above. Any such Wallet to bank transfer shall not amount to a refund or withdrawal.
- IV. In case Your Zipcash Wallet or Zipcash Coupon account is erroneously loaded / reloaded, after assessing the validity of the written request from You or at our sole discretion, We shall process to credit the funds to the same source from where these were received.
- V. 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 Zipcash Wallet or Zipcash Coupon 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. 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 (“Non-Working 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.

11. 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, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or
 - infringes upon or violates any third party's rights, (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number); or
 - contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or
 - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or

- contains video, photographs, or images of another person without his or her express written consent and permission or the permission or the consent of his or her guardian in the case of a minor; or
- tries to gain unauthorized access or exceeds the scope of authorized access; or
- engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the 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, trade or attempt 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 Zipcash, including any of Our Account or Wallet 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 Zipcash, 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 Zipcash 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 at any point of time. To discontinue receiving such information, You may email Us at care@zipcash.in at any point of time to discontinue the same. 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 Zipcash in relation to the Zipcash Payment Options shall be subject to the terms and conditions issued along with such offer and Zipcash shall at its sole discretion modify/alter such terms and conditions and You agree to be bound by such terms and condition 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 governmental 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 Zipcash, 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 ad 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. Each Customer may be issued a personal identification number (PIN) to enable use of Zipcash Coupons for accessing his/her Account on the internet and also for availing any privilege, benefit or service that may be offered by Zipcash or to make transactions using SMS. The PIN will be communicated to the Customer entirely at his/her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person. The Customer shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Customer. Zipcash reserves the right to refuse any Transactions if it believes that the PIN is being misused or being used without appropriate authorization.
- X. You may be issued a user ID and password to access Your Zipcash Wallet. You must keep the password confidential and not share it with any other person/Customer. You are responsible for all activities on Your Zipcash Wallet, whether or not You authorized it. However, if You become aware of any unauthorized use of Your Zipcash Wallet or Your user ID and password, please contact Zipcash immediately on care@zipcash.in.

- XI. Zipcash's performance of these User Terms is subject to the Applicable Laws, and nothing contained in these User Terms is in derogation of Zipcash's right to comply with law enforcement requests or requirements relating to Your use of the Services or information provided to or gathered by Zipcash with respect to such use. You agree that Zipcash may provide details of Your use of the Service to regulators or police or to any other third party, in order to resolve disputes or complaints which relate to the Service, at Zipcash's sole and absolute discretion.
- XII. These User Terms constitute the entire agreement between the Customer and Zipcash with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Customer and Zipcash 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.

12. 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.

13. 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 Zipcash 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 Zipcash’s affiliates. Your authorization will remain in effect as long as You maintain an Account with Us. In the event You delete Your Card Details with the PG or if You delete Your Account, the PG will not process any further transactions initiated by You at the Site and at the merchant sites of any of Zipcash’s affiliates. Your authorization under this clause is subject to any other terms and conditions of the PG.
- III. The PGs may further make available to You, the option of auto debits from your bank account linked with the Account held with Zipcash for the purposes of cyclical payments for reloads to your Zipcash Payment Options. 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.
- IV. 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.

14. 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 Zipcash and/or its affiliates and/or its co-branding partners and are Zipcash’s and/or its affiliates and/or its co-branding partners property; Zipcash 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. Zipcash is the sole and absolute owner of all the intellectual property rights in the trademark 'Zipcash', and any design in respect thereof. Further, Zipcash will be entitled to take any legal action against any person invading and/or encroaching upon the said rights of Zipcash.

15. Copyright Complaint

- 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 email to enable us to get in touch with You, if required, which 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, as We deem fit.

16. 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. Zipcash 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, Zipcash 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 Zipcash Payment Options;
 - 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 service that You may purchase using the Zipcash Payment Options.
- 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. Zipcash and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the 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. Zipcash shall not be liable and/or responsible in respect of the title, quantity, quality or any other aspect related to the Merchant goods and/or services, and no guarantee, warranty or indemnity of any kind shall be given or deemed to be given by Zipcash in respect thereof.

17. Indemnity and Limitation of Liability

- I. You will defend, indemnify and hold harmless Zipcash and each of their 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 Zipcash 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, Zipcash Payment Option balances and any other information available on Your internet access device or computer or mobile phone is at Your own risk and responsibility. Zipcash shall not be responsible for Claims as regards the information stored by You either on Your mobile device or on any computer device.
- III. Where Zipcash acts in good faith in response to any oral or electronic instruction or inquiry from You, in respect of any matter in relation to Your Account, You will not be entitled to make any Claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such action taken on a good faith basis by Zipcash, and You agree to hold Zipcash harmless in respect thereof.

- IV. IN NO EVENT SHALL ZIPCASH 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, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 10,000/- (INDIAN RUPESS TEN THOUSAND ONLY).

18. 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 hereinbelow) and in such case Our obligations shall stand suspended for so long as the Force Majeure Event continues. For the purpose of this clause “Force Majeure Event” shall mean any event arising due to any cause beyond the reasonable control of Zipcash, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, government legislation, war or acts of government.
- II. This arrangement between You and Zipcash shall stand automatically terminated in the event that the Force Majeure Event continues for a period of thirty (30) days’. You shall however be required to promptly make payment of all outstanding Charges to Zipcash.

19. 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 Zipcash under these User Terms by closing any Account created by You and which is associated with any of the Zipcash Payment Options, 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 Zipcash coming into effect, which shall termination shall be notified to You by Zipcash. In case of such termination, all balances in Your Account shall stand forfeited, and no refund will be provided in compliance with the Applicable Laws. However in case of termination of Your Zipcash Wallet, We may provide You with an option for a Wallet to Bank Transfer in terms of Clause 5.I.o above.
- III. If You violate any of these User Terms, Zipcash reserves the right to deactivate all Your registration, including Your Zipcash Wallet, and cancel any or all Zipcash Coupon balance or any other Zipcash Payment Option balance, without any notice or refund.

- IV. The remedies provided under these User Terms are in addition to any other remedy as maybe available to Zipcash, in law or in equity.

20. 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: Zipcash Card Services Private Limited

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

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 privacy policy provided hereunder.
- IV. Any notice given by Zipcash hereunder will be deemed to have been received by You within 24 hours of sending the same via e-mail or SMS at the e-mail address specified by You or Your registered mobile phone number. Zipcash shall not be held accountable for delays in receipt of notice.
- V. In the event of any change in Your e-mail and/or registered address and/or telephone numbers, you shall inform Zipcash promptly in writing or by e-mail and must confirm the same by mail.

21. 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 following ways:

Over phone: Customer care centre: Customers can call on 080-46656299 available from 9am to 5 pm.

Over email: Send Us an email at care@zipcash.in

- II. The escalation matrix for complaints shall be as follows:

Level – 1: You may email Our support executives at care@zipcash.in or call our customer care centre on 080-46656299.

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

Level – 2: You may write to our Grievance Officer, at the below address

Attn: Grievance Officer, Zipcash Card Services Private Limited

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

E-mail: escalations@zipcash.in

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

- III. The Customer shall be kept informed of the progress of the redressal process and/or, the reasons for delay if any, in redressing.
- IV. Complaints received by e-mail shall be acknowledged by an immediate automated system generated response or via individual emails.

22. 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 21 above. If the Dispute is not settled amicably as aforesaid between Zipcash’s representatives and You, within a period of 30 (Thirty) calendar days’, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Zipcash and You. The arbitration proceedings shall be conducted in the English language. The venue and seat for the arbitration proceedings shall be Mumbai.
- II. These User Terms shall be governed by and construed in accordance with the laws of India and, subject to Clause 22.I, Zipcash 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 Mumbai, India only.
- III. Any costs incurred by Zipcash towards enforcement of its rights and recovery shall be debited from Your Account/ recovered from You.

23. Waiver

- I. 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.

24. Severability

- I. 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.

25. Revision of these User Terms

- I. 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 Term's, You may cancel the Service by terminating Your Account with Zipcash and informing Zipcash in writing about the same by sending an e-mail to care@zipcash.in. You must thereafter immediately discontinue accessing Our Site or 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.

26. 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. Zipcash may enter into any tie-up in terms of joint-venture, co-branding or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, the 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 Zipcash Payment Options by You to Zipcash are and shall remain the sole and exclusive property of Zipcash, and Zipcash shall not be obliged to return the same to You upon Your request or upon termination of Your Zipcash Account.
- IV. **As Your Account is connected to Your mobile number, it is Your responsibility to inform Zipcash in case Your mobile number that corresponds to Your Account is no longer being used by You. Your Account corresponding to the mobile number You register with, can be accessed by You only till the time You have access to the corresponding mobile number. It is Your responsibility to transfer Your Account to a new mobile number if and when You change Your number. Not doing so may give the new user of the same mobile number (if any), access to Your Zipcash Payment Options balance, and Zipcash will not be liable**

or responsible for the same. You are also liable for ensuring the security of Your PIN/ password. In case of loss of Your mobile phone and/or Zipcash password/PIN, You should immediately intimate Zipcash in writing. Zipcash shall make every attempt to block access to Your Account/ Zipcash Payment Options under such circumstances; however, Zipcash shall not be liable for any losses a user may incur due to the above. The responsibility to safeguard the Zipcash Payment Options balance rests entirely with the Customer.

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 Zipcash Card Services Private Limited ("Our", "Us", "We", "Zipcash") while registering Your account (“Account/Zipcash Wallet”) at Our Site. You may register at Our website or such other websites and mobile applications as may be developed by Zipcash and/or Zipcash 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 Zipcash Wallet and/or a Zipcash Wallet under a cobranding arrangement with an entity. 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 impliedly agree that We can the 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 Zipcash in accordance with the “Terms and Conditions of Service for Customers” 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;
 - 2.1.2. Details of Your bank account (including but not limited to, account holder, account name, account number, transaction authentication number “TAN”), as necessary by Us;
 - 2.1.3. Details of the credit card or debit card or other card used by You for transactions including but not limited to debit/credit card number, expiry date and the CVV number;

The information as stated in 2.1.2 and 2.1.3 may be collected, used and processed by Us directly, or by a third party engaged by Us for the purpose of providing the payment gateway services on Our Site. Where any such information is collected, used and processed by a third party, You hereby consent to the transfer of the Personal Information to Us and Our affiliates.

2.1.4. Any details that may have been voluntarily provided by You on Our Site for availing Our services.

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.

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, Zipcash’s servers (which may be hosted by a third party service provider) may collect information directly or indirectly and automatically about Your activities on the Site by way of cookies, web beacons or web analytics. This anonymous information is maintained distinctly and is not linked to the Personal Information You submit to Zipcash and shall not be used to identify Your Account/ Zipcash Wallet.

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 Zipcash. You shall ensure that all the information, including but not limited to the Personal Information, provided by You to Us is true, correct, complete and genuine in all respects. You shall at all times have access to the information provided and shall ensure to amend/correct such information at the earliest through the use of the Site, if found to be inaccurate or deficient 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.

3. Use of the Information.

3.1. The information collected from You shall be used for the following purposes only:

- (a) To operate and administer the Zipcash Wallet and to continually improve our service offerings ;
- (b) To make and receive payments for transactions undertaken by You using Zipcash Wallet, 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 Zipcash's products/services and to send You information, materials, and offers from Zipcash;
- (f) to send You important information regarding the Site, changes to Zipcash's terms and conditions, policies and/or other administrative information;
- (g) to send You surveys and marketing communications that Zipcash believes may be of interest to You;
- (h) to help You address Your problems with the Site including addressing any technical problems;
- (i) to conduct internal reviews and data analysis for the Site;

- (j) to provide Your information for scrutiny to any statutory, regulatory or any other governmental authority or any other agency as advised by government or any judicial body or as may be required by law for the time being in force;
- (k) to manage disputes that may arise as a consequence of provision of services to You;
- (l) detect and protect Us against error, fraud, phishing, unauthorized transactions, and other criminal and illegal activity;
- (m) 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 financial services regulation including retention of financial information and transaction;
- (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 in order to enhance the services provided to You; and To create statistical information, statistical analysis, credit scoring, or for any other purpose that will help in providing You with optimal and high quality services.

3.2. Cookies:

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

3.2.2 Cookies may be used for the following purposes:

- (a) To customize Your experience on Our Site;
- (b) To obtain information regarding use of the Site and assess which pages You visit the most in order to provide You with goods/services that may be of interest to You;
- (c) To obtain information regarding Your IP address, location and other demographic information such as age range and gender in order to ascertain users internet behavior;
- (d) To assist in complying with regulatory obligations such as anti-fraud and anti-money laundering obligations.
- (e) To allow Us to provide You with personalized services by remembering the choices made by You with respect to language You prefer, geographical location where You are etc.
- (f) When You visit third party websites from Our Site, cookies embedded in such third party content may be downloaded onto Your device. We do not control such third party cookies and the same are governed by

the terms and conditions of such third parties. Please read the terms and conditions governing such third party websites for more information on the same.

4. Retention of Data.

- 4.1. After termination of Your Account/Zipcash Wallet 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. Please note that under the applicable laws, We may be required to maintain record of these transactions with Us, including personal data such as Your name, contact details, customer number, transaction history etc. Subject to the above, We will delete all other Personal Information about You when Your Account/Zipcash Wallet 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 vide email or other communication, except through the Site. If You receive any email/ phone call/ SMS or other communication requesting You to share Your personal/security/financial information, please do not respond to such requests, and delete such requests immediately. Please forward such requests to care@zipcash.in 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 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 and other persons with whom We are required to share such information as per applicable laws and on a need to know basis. We may share information with third parties where You have expressed an interest in receiving information about their goods/services.

- 5.3. However We may disclose the personal data or any other information collected from You to any statutory, lawful enforcement body, regulatory body or court if We are under a duty to do so or required by law to disclose or share Your personal data or any other information collected from You.
- 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 Zipcash Wallet and/or a Zipcash 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 and 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 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 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 Zipcash does not bear responsibility for updating You on the same. Any changes will be effective upon posting of the revisions on the Site.

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

11. Grievances.

We shall address Your 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

Contact information: 080-46656299, care@zipcash.in

12. Governing law and dispute resolution.

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