




TERMS AND CONDITIONS

These terms and conditions (hereinafter referred to as “**Terms**”) govern the consent mechanism by which users authorize IBDIC Private Limited, Indian Banks’ Digital Infrastructure Company (formerly known as *IBBIC Private Limited, Indian Banks Digital Infrastructure Company*) (hereinafter referred to as “**IBDIC**,” “**we**,” or “**us**”) to access and/or verify their information, including but not limited to goods and services tax (“**GST**”), Goods and Services Tax Network (“**GSTN**”), e-way bill, e-invoice, and GST Suvidha Provider (“**GSP**”) and other information in relation to the same or contained therein (collectively referred to as “**GST Information**”), as provided by you on the IBDIC portal  (“**Platform**”). By providing consent, you agree to the terms outlined below.

1. CONSENT

- 1.1. By providing your consent, you authorize IBDIC to access, store and verify your GST Information. You acknowledge and agree that this authorization is voluntary and may be revoked by you by issuing an advance written notice of at least 3 (three) days. Upon revocation of consent, we may cease accessing, storing and verifying your GST Information. You acknowledge that revocation of consent shall impact your ability to avail certain services provided by us.
- 1.2. You acknowledge that the consent provided is perpetual unless revoked by you. You are and shall remain responsible for providing and maintaining the validity and accuracy of the consent details provided. You understand that we will access your GST Information through different channels and/or through affiliates/channel partner/business partner and will take all reasonable measures to protect the confidentiality and integrity of the information and agree to provide any additional information or documentation as and when requested by us to verify the authenticity of the GST Information.

2. ACCESS TO GSTIN

- 2.1. For access to e-way bill and e-invoice information, you will need to provide login credentials to the GSTN, including the Goods and Services Tax Identification Number (“**GSTIN**”), along with the password to us. You shall be responsible for maintaining the confidentiality of your GSTIN and password. Any changes to your GSTIN or password should be promptly updated on the Platform. We shall not be liable for any unauthorized use of your GSTIN or password. You agree not to share your GSTIN or password with any third party and to notify us immediately if you suspect unauthorized access to your account.

- 2.2. You acknowledge and agree that it is your sole responsibility to renew the consent and update the Platform with the renewed details, including but not limited to the login ID, password, and GSTIN, in relation to the GST Information.

- 2.3. Collection of login ID, password, GSTIN and other relevant data is essential for us and under the Terms to facilitate the services provided by the Platform.

3. USE OF THE PLATFORM

- 3.1. You represent that you are a duly organised and validly existing entity (as applicable) under the laws of India and accordingly have full power and authority to perform your obligations, as may be required, as per the GSTN terms and conditions and by engaging on the Platform, you will not be in contravention of any applicable laws.
- 3.2. You agree and undertake that you shall not implement any technology to store any of your client’s data and/or confidential information of any nature (whether wholly or partially), in our servers or cloud. To the extent that you avail any other services aside from the GSTN, you expressly consent to us retaining the aforesaid information.
- 3.3. You agree and acknowledge that GSTN may prescribe other standards and specifications that it may deem necessary, from time to time in its sole judgment in relation to GST services provided by GSTN which shall be binding on you without any objection.
- 3.4. You hereby agree and acknowledge neither IBDIC nor GSTN shall have any responsibility or liability in relation to failure of any activity, if such activity may have been initiated by you or your client or by the IBDIC on your behalf, and that has failed or delayed on account of the process of authentication and acceptance of your or your client’s data by the GSTN or otherwise, including but not limited to failure or delay as a result of, network or connectivity failure, device or application failure, GSTN system’s failure, possible down time at GSTN system’s end or any other technical or non-technical error of any nature, whether foreseen or unforeseen at the time of use of the Platform.
- 3.5. In case of any additional obligations are imposed by GSTN on IBDIC pursuant to its arrangement with IBDIC, you agree that such additional obligations shall be deemed to be binding on you.
- 3.6. You acknowledge that IBDIC will be maintaining records of all the transactions in relation to the GSTN services provided on its Platform, as required



under applicable laws and GSTN authorities will have the right to conduct audit of your records without any notice.

- 3.7. By agreeing to these Terms, you have provided your express consent and acknowledge that IBDIC will retain/ store your data and confidential information, of any nature (either wholly or partially), in the IBDIC's servers or cloud or in any other medium as may be transmitted/ processed through the Platform.
- 3.8. You agree that you have put all compliance, security systems in place in order to ensure secure data transmission by your network to the Platform.
- 3.9. You understand, agree and irrevocably permit IBDIC to share the information given while using the Platform, with all/any entities associated with the IBDIC, at its own discretion.

4. DATA PROTECTION AND PRIVACY

- 4.1. We will handle all data obtained through the consent mechanism in accordance with applicable data protection laws and our privacy policy. You agree to the collection, use, and disclosure of your information as described in our privacy policy as provided [●]. You agree and consent that we may share your GST Information with third-party service providers for the purpose of verifying the information and providing services. You have the right to request access to, correction of, or deletion of your GST Information held by us, subject to applicable laws and regulations.

5. DISCLAIMER AND INDEMNIFICATION

- 5.1. WHILE IBDIC STRIVES TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION ACCESSED THROUGH THE CONSENT MECHANISM, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY, OR AVAILABILITY WITH RESPECT TO THE INFORMATION, PRODUCTS, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE PLATFORM FOR ANY PURPOSE. WE SHALL NOT BE LIABLE FOR ANY DELAYS OR ERRORS IN ACCESSING OR VERIFYING YOUR GST RELATED INFORMATION, INCLUDING BUT NOT LIMITED TO TECHNICAL ISSUES OR CHANGES IN THE GSTN OR OTHER DATABASES. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN

RISK. IN NO EVENT SHALL IBDIC BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM LOSS OF DATA OR PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THIS PLATFORM.

- 5.2. Notwithstanding anything contained in this Agreement, you agree to defend, indemnify and hold harmless IBDIC upon demand from and against any and all damages, actions, claims, demands, costs, losses, liabilities (including court costs and reasonable attorneys' legal fees) in connection with, (i) breach or non-compliance of its obligations, consents, undertakings, representations or warranties under these Terms; (ii) misrepresentation, negligence, fraud, wilful misconduct; (iii) any claims by third parties on IBDIC for the acts committed or omitted by you; (iv) any violation of applicable law; or (v) losses arising from your failure to maintain the validity/accuracy of the consent details.
- 5.3. You agree that any violation by you will constitute an unlawful and unfair business practice and may cause irreparable harm to IBDIC and/or third parties, for which monetary damages would be inadequate, and you consent to IBDIC to obtain any injunctive or equitable relief that they deem necessary or appropriate in such circumstances.

6. MISCELLANEOUS

- 6.1. **Notice:** All notices, requests, demands for approvals or other communications under the Terms shall be in writing. Notice will be sufficiently given: (i) upon delivery when personally delivered to the recipient, (ii) upon receipt when mailed by certified mail (iii) upon delivery when delivered by international overnight courier,
- 6.2. **Modification:** We reserve the right to modify these Terms from time to time without notice. You are advised to review the Terms periodically.
- 6.3. **Entire Agreement:** These Terms constitute the entire agreement between you and us regarding the consent mechanism and supersede any previous agreements or understandings.
- 6.4. **Governing Law and Jurisdiction:** These Terms shall be governed by and construed and enforced in accordance with the laws of India.

I confirm that I have read and understood the Terms before providing my consent.