

## **Terms of Use**

These terms of use ("agreement") for the application (defined below) are a legal and binding agreement between you ("you", "your" or "yourself"), as the end user, and Fino Payments Bank ("our", "us", "we" or "Fino Payments Bank") which governs your use of the application and services (defined below) made available to you with the application by Fino Payments Bank (including through third parties) (collectively "services"). Please read this agreement carefully before using the application and the service.

By registering for or otherwise accessing or using the application / service, or any component thereof, in any manner whatsoever, you (a) acknowledge that you have read and understood this agreement and consent to become a party, (b) represent that you are in compliance with all requirements hereunder, and (c) agree to be bound by and comply with the terms and conditions in this agreement.

The application and the service is offered and made available only to users who are lawful owners. If you are not such a user, please do not access or use the application.

Fino Payments Bank's privacy policy ("privacy policy") mentioned below is incorporated in this agreement by reference and will also apply to your use and Fino Payments Bank's provision of the application and the services. Please read the privacy policy carefully. Your use of application will be considered as your acceptance of the privacy policy.

"Application" means the Fino Mitra mobile software application that Fino Payments Bank has provided to you.

"Customer(s)" means a Fino Payments Bank Business Correspondent who has (a) downloaded the Application on his or her Device for availing the Services for use in accordance with and as agreed with Fino Payments Bank, and (b) if applicable, has validly registered on the Service through the necessary registration process. 'Customers' include you. Customer should be minimum of 18 years of age for downloading the application.

"Device" means any mobile device (including handsets and tablets) on which Fino Payments Bank allows the downloading and use of the Application for providing the Services.

"Service(s)" means all services that Fino Payments Bank provides to Customers through the Application.

1. Customers use of the Application and the Service (a) must strictly be in accordance with this Agreement, and includes only the right to download, install and use the Application. The terms of this Agreement will govern any upgrades, updates, modifications or enhancements of the Application.
2. Customers may use the Application and the Service only in India, unless otherwise allowed by Fino Payments Bank.
3. To avail the Service you may provide username, password, shared by Fino Payments Bank. You are responsible to ensure that all information you provide in connection with the foregoing is correct and accurate. You will be solely responsible to ensure protection and confidentiality of all your username or passwords or account. The Customer shall take all necessary precautions to prevent unauthorised and illegal use and unauthorised access to his/ her account through the Application. Fino Payments Bank shall not be responsible for any misuse of the Customer's Device or unauthorised access to the Customer's account details by any third party. Fino Payments BankÂ expressly disclaims any and all liability, howsoever, arising out of the misuse of the Application downloaded by the Customer. FINO PAYMENTS BANK WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED, UNLAWFUL OR ILLEGAL USE OF THE SERVICE OR THE APPLICATION BY ANY CUSTOMER OR ANY OTHER PERSON WHO IS NOT A VALID USER.
4. Fino Payments Bank's Privacy Policy governs the use, storage and protection of any sensitive information that you provide. You hold Fino Payments Bank harmless in connection with your provision of any incorrect or incomplete information.
5. Access to and use of the Service may be internet based. You will be responsible for obtaining Internet connectivity and paying all fees in connection with it. In addition, you must procure all equipment necessary to ensure access to the Internet and to be able to use the Service. The Customer agrees and acknowledges that data charges will remain applicable for downloading and using the Application.
6. You agree and understand that use of the Application involves tracking your location and data pertaining to signal strength. This data will be used to deliver a better network experience.
7. By agreeing to use or continue to use the Application, the consumer agrees to allow Application and the app publisher, Fino Payments Bank access necessary information for provision of Services and continued use of the Application.

8. The Application and the Service and all copyrights, patents, trademarks, trade secrets and other intellectual property rights, including but not limited to Fino Payments Bank trademarks, service marks, logos and taglines, relating to the Application and the Service are, and shall remain, the exclusive property of Fino Payments Bank or the third party licensors, as the case may be.

9. Customer shall not (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application, (b) make any modification, adaptation, improvement, enhancement, translation or derivative work of the Application, (c) violate any applicable laws, rules or regulations in connection with Customer's access or use of the Application, (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Fino Payments Bank or its affiliates, or the licensors of the Application, (e) use the Application for any other purpose for which it is not designed or intended. This provision shall survive the termination of License.

10. Customer may not rent, lease, lend, sublicense or transfer the Application, this Agreement or any of the rights granted hereunder to any third party. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

11. The Application may include links to other websites or services of Fino Payments Bank. Your use of those sites and services is subject to the terms of use and privacy policies of each such site and service (in addition to this Agreement and the Privacy Policy).

12. YOU EXPRESSLY AGREE THAT THE DOWNLOAD, INSTALLATION AND USE OF THE APPLICATION AND THE SERVICE IS AT YOUR SOLE RISK. THE APPLICATION AND SERVICE ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE AND THE APPLICATION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL OR CONTENT DISPLAYED ON OR OFFERED THROUGH THE SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE APPLICATION OR THE SERVICE WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE APPLICATION WILL BE COMPATIBLE OR INTEROPERABLE WITH THE

CUSTOMER's DEVICE.

13. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER UNDER LAW, CONTRACT OR TORT (INCLUDING NEGLIGENCE), FINO PAYMENTS BANK, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND/OR FOR LOSS OF PROFITS, REVENUES, DATA, BUSINESS, PRODUCTION OR GOODWILL, OR FOR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION, THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT FINO PAYMENTS BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OTHER DISCLAIMERS AVAILABLEÂ OR ANY OF THEÂ ASSOCIATED PAGES OR LINKS THEREIN, ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE.

14. Customer may elect to discontinue using the Application and the Services, and may request Fino Payments Bank to deactivate the Customer's account from the Application / Service by giving a 30 days written notice or by informing Fino Payments Bank's customer care representative 30 days in advance. If the Customer's Device is stolen or lost, the Customer must immediately inform Fino Payments Bank's customer care representative to deactivate the Customer's account on the Service. Customer will remain responsible for any transactions made until the Application is blocked by Fino Payments Bank. Customer shall immediately uninstall the Application in case the Customer changes his/her Device.

15. Any dispute or claim (contractual or non-contractual) arising out of or in relation to this Agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws, without regard to its conflict of laws rules, and the courts in Mumbai will have exclusive jurisdiction.

16. Use of the Application / Service is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section. You shall not use the Service in any manner contrary to local, state or national law. Fino Payments Bank expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) by you and reserves the right to terminate your Service immediately upon notice of your failure to comply with any such local, state or national law.

17. Fino Payments Bank's performance of this Agreement is subject to existing laws and legal process and the policies and business decisions of Fino Payments

Bank, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use.

18. No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

19. This Agreement, together with our Privacy Policy and any other rules, regulations, procedures and policies which we refer to and which are hereby incorporated herein by this reference, constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service.

20. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21. Fino Payments Bank may modify or amend the terms of this Agreement by posting a copy of the modified or amended Agreement on the Application. Customer will be deemed to have agreed to any such modification or amendment by Customer's decision to continue using the Application following the date on which the modified or amended Agreement is posted.

22. GAIDs - We utilize the Google advertising IDs or GAIDs for promotions and marketing campaigns so that target segment customers are reachable and their banking and payment needs are met. This will also help us in analysing the customer needs and cross-selling products basis customer engagement and daily needs.

## **Privacy Policy**

### **1. Data Collection**

At the time you (a) register to the Mitra App application ("Software") for using the services, products and materials made available to you using the Software ("Service"), (b) make any payments related to your use of the Service, (c) download any content made available through the Service ("Content"), (d) update the Software, (e) share any information through the Software and or (f) contact us through our help and support channels, we may ask you for your personal data (such as your name, telephone number, address, date of birth) certain unique identifiers, and any other information or data that can be used to identify or contact you ("Personal Data"). By registering to the Service and/or using the Software Content, you hereby agree to be bound by the Terms of Use and the terms in this privacy notice ("Privacy Notice") We also may automatically receive and track certain data about your mobile device (such as your device-type, time-zone, version of the operating system or Software currently installed, and language preference) or your activity logs from the use of the Service, Software and Content, and we may create a unique device ID for you so we can recognize you. Fino Payments Bank may collect such non-identifiable information for gathering data on what parts of the Service Software are of most interest to Users. You are not required to provide the Personal Data. However, you agree that in that case we may not be able to provide you with our products or services or respond to any queries you may have.

### **2. Use of Personal Data**

We may use your Personal Data in accordance with the corresponding Terms of Use, and more particularly for the following purposes:

1. to identify you from time to time, as required, and to validate your use of the Services,
2. to provide you with the Services and the display of customized content, and targeted advertising both on our apps/websites and on other apps/websites that we advertise through,
3. to communicate with the Software and Services and for resolving customer service issues,
4. to ensure the technical functioning of all our products and services,
5. to protect the Software's copyright,
6. to enforce our Terms of Use,
7. to comply with laws, requests from a government bodies or courts, or to respond to litigation,
8. to enable us to use a third party to perform surveys measuring your

- experiences and use of our services,
9. to conduct internal auditing, data analysis, and research to improve our products and services.
  10. to transfer user information to Fino Payments Bank owned domains including but not limited to <https://partner.finopaymentbank.in/cmslogin>
  11. We may share images which are taken as part of acquisition flows with Government authorities as on when mandates as part of Digital KYC / eKYC regulation.
  12. Images we may use for internal Audit purpose.

We may also encrypt and or aggregate your data with other user's data in order to create statistics about the general use of the Software and related websites, which helps us to develop new products and services.

Nothing anything else in this Privacy Policy, you understand that in order to comply with the applicable laws and contractual requirements, Fino Payments Bank may be required to access your location data in order to ensure that your access to the Service is within a particular geographical territory. You hereby consent to such access by Fino Payments Bank for the foregoing purposes.

### **3. Links to other websites**

We may display links to third party websites. Please note that we cannot control and cannot be held responsible for the activities of such websites. You should always read the privacy policy of a website to find out more about how personal data is collected and processed.

### **4. Security**

Fino Payments Bank has implemented adequate and industry accepted processes designed to protect Personal Data and maintain security. It is the User's responsibility to protect the security of their login information. Fino Payments Bank's servers are located in secure server environments. Firewalls and other advanced security technologies are employed to prevent interference or access from outside intruders. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data.

## **5. Choice**

The Software Service may allow you to choose the manner of and the extent to which you wish to disclose the Personal Data. You may also be allowed to disable some of the features that require sharing of Personal Data.

## **6. Use of Cookies**

Fino Payments Bank uses cookies and beacons to assist in delivering the service and to provide a positive and personalized user experience. Cookies are files sent to your browser from a web server and stored on your computer's hard drive. Our persistent and session ID Cookies are used to identify unique visitors and to provide a personalized user experience. Beacons are bits of code that function similar to cookies. Our beacons are embedded in outgoing emails and generate a call back to the Fino Payments Bank server when such emails are opened. Fino Payments Bank uses beacons to track the status of sent emails. If you do not wish to receive cookies, you may disable them.

## **7. SMS**

As part of Registered Device Functionality, SIM Binding is required for this functionality which is validated through the network operator. This is part of the secure tokenization framework where the merchant does the registration using his mobile number from an authenticated device and can do the transaction only from this device at any time. Also to restrict fraudulent activities, merchant can only register on this app when registered number SIM is present in the mobile.

## **8. Changes to Privacy Policy**

Fino Payments Bank reserves the right to make changes to this Privacy Policy, and will post any revisions on this page.

## **9. Governing Law & Jurisdiction**

This policy will be governed by and construed in accordance with the laws of India and subjected to the exclusive jurisdiction of Courts of Mumbai.