

## API TERMS AND CONDITIONS

These application programming interface ("**API**") Terms and Conditions (these "**Terms and Conditions**") sets forth the terms and conditions for using/integrating the API of the Unity Small Finance Bank ("**Bank**" or "**we**", "**us**" or "**our**" or "**Unity Bank**"). The online integration facility may be provided directly by the Bank to the service providers ("**Service Providers**" or "**you**" or "**your**") or through the hosting services of any third party service provider.

1. **Taking Care of Your Password**  
The passwords/access that is used to gain access to any application/platform/software's/systems integrated with the API should be kept confidential. We strongly recommend that you not disclose it to persons other than authorized persons.
2. It is solely your responsibility to ensure that your computers, network, servers, firewalls, telephone lines, passwords, identification numbers, and all other items and facilities needed by you to transmit a transaction request to Bank through API and to receive confirmations thereof from Bank (collectively, the "Service Provider Systems") are secure and have not been compromised. The Service Provider undertakes to ensure that the Service Provider Systems are secure and not compromised including in instances where the Service Provider is using the third party designated service provider.
3. You undertake that you have established and maintained physical and electronic security and controls to protect against fraud perpetrated by insiders and outsiders, including fraud perpetrated by means of physical or electronic intrusion, insider complicity and by means of impersonation of yourself.
4. If Unity Bank receives any transaction request purporting to be made on your behalf and which request was able to be sent to Unity Bank due to any failure or deficiency in Service Provider Systems, the Bank will have no liability to you for honoring such transaction request and you shall indemnify Bank from any and all losses, attorney's fees and other costs arising from Unity Bank acting on that transaction request.
5. You agree and understand that the security procedures in respect of the API/systems/software/applications are in accordance with applicable law and as agreed between the Parties in writing.
6. You shall notify us immediately (i) if you believe another person has improperly obtained access to any security credentials, including password or username, or other information/ API that could allow the person to gain access to API and/or

any other systems/software's/applications; (ii) if you suspect any fraudulent activity.

7. Bank may in its sole discretion decide to use or apply one or more security or authentication measures with respect to API as may be considered necessary by the Bank in its sole discretion. You acknowledge and agree that Unity Bank's choice to do so on one or more occasions will not give rise to any obligation to do so on another occasion.
8. To access your any software's /applications/systems through the API and/or integrated with API, you must have the appropriate security credentials and/or executed appropriate documentation, should have developed sufficient capability/security/safety in the Support Service Providers Systems to the satisfaction of the Bank.
9. The Service Provider shall be liable to pay fees and charges for the use of the API as mutually agreed by the parties in writing.
10. The API may not be available due to system maintenance, transaction cut-off timings or availability of other systems used for transaction processing including but not limited to systems of RBI or NPCI or any such payment intermediary and/or any other technical issues in relation to the API or otherwise and Bank does not give any warranty or representation that the API would work as per the requirement of the Service Provider.
11. The Service Provider agrees to conform to the prescribed authentication technologies (including maker checker or any other approval mechanism) and security measures required for providing the instruction to Unity Bank and undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated.
12. The Service Provider agrees and undertakes to confirm and ratify without any delay or demur, if so required by Unity Bank, all its instructions given pursuant to these Terms and Conditions and all actions taken / not taken by Unity Bank pursuant to these Terms and Conditions.
13. The Service Provider acknowledges and agrees that the instructions shall be processed by Unity Bank only if the same are received on a Banking Day and during the normal business hours of Unity Bank and are authenticated according to the internal guidelines of Unity Bank.

#### **14. Representation and Warranties**

The Service Provider represents to Unity Bank that:

- a. The systems/software's/applications/API of the Service Provider which shall integrate with the API of the Bank are safe and secure.
- b. Integration of API with the systems/software's/applications/API of the Service Provider not or shall not violate or conflict with any law applicable and/or any regulatory requirements, any provision of the Service Providers or its designated third party service providers' constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of their respective assets or terms of any contract binding on or affecting it or any of their respective assets. Provided that the Service Provider shall intimate Unity Bank of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the integration of API and/or availing/providing the services through API.
- c. The Service Provider shall be responsible for and cause its designated third party service provider, wherever applicable, for complying with all applicable laws and regulations (Including guidelines issued by Reserve Bank of India ("RBI") from time to time) in connection with the Facility.
- d. The Service Provider acknowledges and confirms that the integration of the API provided herein are for the Service Providers convenience for providing the service as mutually agreed by the Parties under other service provider agreement subject to the terms of the said service provider agreement.
- e. The Service Provider agrees to comply with, and cause its designated third party service providers, to comply with such security procedure as may be prescribed by Unity Bank from time to time for purpose of sending Instructions. The Service Provider undertakes not to, and to cause its designated third party service providers not to disclose the security procedure to any person. If the Service Provider is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Service Provider must notify Unity Bank immediately. Further the Service Provider shall keep the Bank harmless and indemnified for any loss, damage, cost or expense which the Bank incurs or suffers as a result of the Bank providing such API and/or any other services through API to the Service Provider.
- f. The Service Provider shall, wherever applicable, keep Unity Bank informed of any change in the list of authorized users forthwith, failing which Unity Bank shall not be liable for any loss or damage that may occasion to the Service Provider as a consequence thereof.

## 15. Bank Systems

You agree that Bank may, in its sole discretion, periodically modify any or all of its hardware, API, software, processes and procedures and any or all other systems and system settings, configurations, limits, downtime or hours of operation involved in or related to providing the API to you.

You agree to notify us immediately if you discover: (a) any error or discrepancy in relation to API and/or transaction happening through API ; (b) unauthorized transactions involving any API/unauthorized access to API and/or any systems/software/application of the Bank/Service Provider ; (c) a breach in the confidentiality or security of any Security Code, including a lost or stolen Security Code or unauthorized use thereof; or (d) any other problems related to services/API, including unauthorized use of a service/API.

16. You are responsible for providing and maintaining at your own expense, all equipment necessary in connection with the API and/or services provided using the API. This includes, but is not limited to, telephones, terminals, modems, internet connectivity, and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur during your use of the API that is not proven to have originated from Bank.
17. The Bank is not liable or responsible for any losses or liabilities caused on account of any systems of the Bank/API not being functional or operational at any point in time, in the course of its ordinary business or otherwise.
18. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in these Terms and Conditions. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.
19. You acknowledge that it is not possible for the API to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to

facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide the API for any reason, we would endeavor to inform you of the problem and will take reasonable steps to resume processing. Our liability in case of unavailability of API shall be limited to making an endeavor to rectify the issues in relation to the API for making it available.

## **20. Limitation of Liability**

### **a. Excluded Damages**

You agree that, in no event will Bank or Bank's affiliates or service providers be responsible or liable to you for any indirect, special, consequential, exemplary, punitive, or incidental damages, losses or injuries (including, without limitation, lost profits, loss of use, loss of data, damages from wrongful dishonor or cost of cover) arising out of your use of any service or the failure of Bank or its service providers to provide access to API and/or due to unavailability of API and/o issues in relation to API and/o properly process and complete transactions thereunder through API, even if Bank or Bank's service providers have been specifically advised of the possibility of such damages, losses or injuries.

### **b. Facility Provided "As-Is"**

You acknowledge and agree that your use of the API is at your sole risk and that the API are provided by Bank on an "as is" basis.

### **c. Bank Disclaims Warranty**

Except as expressly set forth in these Terms and Conditions, Bank makes no, and hereby disclaims any and all, representations or warranties, express or implied, in law or in fact, whatsoever to you or to any other person as to the service/API or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability. You agree that no oral or written advice or representation obtained from any Bank employee or representative will create a warranty or representation for purposes of these Terms and Conditions or any API pursuant here to. Bank makes no representation or warranty, either express or implied, to you as to any computer hardware, software/API or equipment used in connection with the services (including, without limitation, your computer systems or related equipment, your software, or your internet service provider or its equipment), or as to the suitability or compatibility of Bank's software, API, internet delivered service, equipment or communication interfaces with those that you use, or as to whether any software or internet delivered service/API will perform in an uninterrupted manner, including (but not limited to) any warranty of merchantability or fitness for a particular purpose.

d. Liability Restricted to Correcting Errors

To the fullest extent allowed by law, and subject to the liability limitations and other provisions of this section, Bank's liability to customer/Service Provider under these Terms and Conditions is limited to correcting errors resulting from Bank's failure to exercise ordinary care or to act in good faith.

21. Indemnification

The Service Provider agrees to indemnify, without delay or demur, UNITY BANK and its agents and keep UNITY BANK and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which Unity Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- a) Unity Bank providing the API integration to the Service Provider;
- b) Any breach of these Terms and Conditions, representations and warranties;
- c) Any inaccuracy, error or omission of any data, information or message as provided by the Service Provider, or the transmission or delivery of any such data, information or message as provided by the Service Provider; and
- d) Any unauthorized modification to the network connection/s/API.

All indemnities given by the Service Provider to the Bank shall survive the termination of the Facility.

- 22. The API offered by Unity Bank shall be available to the Service Provider for a continuous period, in accordance with the terms hereof and as mutually agreed from time to time, unless terminated in accordance with the terms herein contained or if the access to API/ these terms shall automatically get terminated on the termination of any other service agreement executed by the parties in writing whichever is earlier.
- 23. The Service Provider may discontinue or terminate use of the API hereunder by giving minimum 30 days prior written notice to Unity Bank. Provided that such termination shall not affect the Service Provider's liability to fulfill and complete its obligations in connection with the API.
- 24. UNITY BANK reserves the right to terminate or suspend the API in whole or in part, forthwith, at any time without assigning any reason by notifying the Service Provider either through its Website, email, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the API, the privileges may be reinstated by Unity Bank at its sole discretion.



25. Bank may periodically audit your technology and other systems, procedures and processes related to your use of or access to the API at any or all of your locations for the purpose of confirming your compliance with the terms of these Terms and Conditions, applicable laws and any agreements or rules incorporated into or referenced by these Terms and Conditions. All information provided to Bank or obtained by Bank in connection with such audits is subject to the confidentiality provisions herein.
26. UNITY BANK may require you to implement internal controls as a condition to continuing to access or use the API. You are solely responsible for determining whether such internal controls and continued use of the API are appropriate for your business and for complying with applicable law. You agree to cooperate with such audits, implement internal controls required by Bank and to promptly provide the information and access requested by Bank
27. Except with regard to payment obligations, the Bank shall be excused from delays in performing or from failing to perform its obligations under these Terms and Conditions to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; Republic of India or foreign governmental actions; strikes; communications, network/internet connection, technical issues, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.
28. You may not use Bank's name or trademarks/tradename/symbol/Intellectual property/confidential information without the express prior written consent of the Bank, as the case may be. If you are permitted to use any of Bank's promotional materials, you will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of your goods or services.
29. Unity Bank may from time to time request information from you in order to evaluate the improvement of the use of the API to be provided by Bank hereunder and/or adjustment of any limits set by these Terms and Conditions.
30. The confidentiality provision of the service agreement shall be applicable to the parties.
31. Access to the API is not transferable under any circumstance and shall be used only by the Service Provider.
32. The Service Provider shall not assign its rights or obligations in relation to the API to any person. UNITY BANK may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Service Provider.
33. These Terms and Conditions are made for the exclusive benefit of you and us. No third party has any rights under these Terms and Conditions.
34. Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition

or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

35. These Terms and Conditions are governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Mumbai in India and the Service Provider irrevocably submits to the exclusive jurisdiction of such courts and tribunals. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Service Provider hereby consents to that jurisdiction.