

## **Data Privacy Policy**

### **1. General**

This privacy policy ("Privacy Policy") addresses the privacy rights regarding the collection, use and protection of the information provided by the user of the Site (as defined below) ("You", "Your", "Users") to Zipcash Card Services Private Limited ("Our", "Us", "We", "Zipcash") while registering Your account ("Account" at Our Site, where Account includes customer accounts (i.e. Zipcash Wallet (as defined in the User Terms) and merchant accounts. 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 the Account. We insist upon the highest standards for secure transactions and privacy of Your information. Please read the following statement to learn about Our information gathering and dissemination practices.

1.2. By using Our Site, You agree that We can collect, disclose, share and use Your information in accordance with the terms of this Privacy Policy. By visiting the Site, You agree to be bound by the terms and conditions of this Privacy Policy.

1.3. If You do not want Us to collect, disclose, share and use Your information, including but not limited to any Personal Information (as defined below), You may choose not to register for an Account or terminate Your Account with Zipcash in accordance with the applicable Terms and Conditions available at the Site.

### **2. Information Collected**

2.1. As a condition precedent to creation of an Account and 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 individual or to identify an individual as an Account holder of Zipcash ("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 or otherwise for availing Our services, including but not limited to Your photograph, proof of identity and address etc.

2.1.5. The information as stated in 2.1.4 may be collected, used and processed by Us directly, or by a third party engaged by Us for the purpose of providing any services, including but not limited to KYC verification services.

2.2. 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.

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.

### **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 Your Account and to continually improve our service offerings;

(b) To make and receive payments for transactions undertaken by You using the Site, customer/merchant verification, verifying that You have sufficient funds in the Account to make such payments and provide You with related 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) to detect and protect Us against error, fraud, phishing, unauthorized transactions, and other criminal and illegal activity;
- (m) to enforce Our terms and conditions;
- (n) We identify and use Your IP address to help diagnose problems with Our server, and to administer Our Site. Your IP address is also used to help identify You and to gather broad demographic information;
- (o) to improve Our internal customer/merchant training;
- (p) to comply with applicable laws, including requirements under any financial services regulation, such as retention of financial and transaction information;
- (q) to conduct financial and identity checks; fraud prevention checks; anti money laundering and credit checks;
- (r) to enhance security of Our Site;
- (s) Sharing the information with third parties, including but not limited to entities providing payment gateway solutions, in order to enhance the services provided to You; and (t) to create statistical information, statistical analysis, credit scoring, or for any other purpose that will help in providing You with optimal and high quality services.

### 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 behaviour;
- (d) To assist in complying with regulatory obligations such as antifraud and anti-money laundering obligations.
- (e) To allow Us to provide You with personalized services by remembering the choices made by You with respect to language You prefer, geographical location where You are etc.
- (f) When You visit third party websites from Our Site, cookies embedded in such third party content may be downloaded onto Your device. We do not control such third party cookies and the same are governed by the terms and conditions of such third parties. Please read the terms and conditions governing such third party websites for more information on the same.

#### **4. Retention of Data**

4.1. After termination of Your Account with Us, We shall destroy all the data collected from You, except the records and the data pertaining to the transactions undertaken using Our services on the Site, and where required to ensure compliance with applicable laws. Please note that under the applicable laws, We may be required to maintain record of these transactions with Us, including personal data such as Your name, contact details, Your number, transaction history etc. Subject to the above, We will delete all other Personal Information about You when Your Account is terminated. We will not retain Your TAN and/or password, credit card information.

4.2. Please note that We will not require You to disclose Your personal, financial or security details vide email or other communication, except through the Site, unless otherwise explicitly specified by Us. If You receive any email/ phone call/ SMS or other communication requesting You to share Your security/financial information, please do not respond to such requests, and delete such requests. Please however forward such requests to care@zipcash.in for notifying Us of the same, prior to deletion of such requests.

4.3. "Phishing" is an attempt to steal personal details and financial account details from a website user. Such "Phishers" use fake emails to lead users to counterfeit websites where the user is tricked into entering their personal details such as credit card numbers, passwords, PIN etc. Please abstain from providing Your details on such websites and immediately report such requests to Us at care@zipcash.in. We shall not be held responsible for any loss, damage etc. caused to You by responding to such emails and sharing information with third parties specified under Sections 4.2 and 4.3.

#### **5. Disclosure of Information**

5.1. We shall not be liable for disclosure of the Personal Information when done in accordance with this Privacy Policy or after otherwise obtaining Your prior permission or in terms of any other agreement with You in this regard.

5.2. By using the Site, You consent to the collection, transfer, use, storage, sharing and disclosure of Your information as described in this Privacy Policy, including to the transfer of Your information outside of Your country of residence. You hereby expressly authorize Us to share Your information. We may disclose Your information to Our employees, consultants, affiliates, agents, contractors, business partners, associates, subsidiaries, investors, merchants, service providers and other persons

with whom We are required to share such information as per applicable laws and/or on a need to know basis. We may also share information with third parties where You have expressed an interest in receiving information 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 if required by law/authority to disclose or share Your personal data or any other information collected from You or in relation to Your transactions on the Site.

5.4. We may further use Your information in an aggregate form to ascertain the usage of the Site, for development of marketing and strategic business plans etc. Please note, that in such use of information, no individual User shall be identified separately.

5.5. In order to protect Our financial interests and avoid money laundering or fraudulent activities, We may, if We deem necessary, share Your information, including Your Account details, financial and transactional history with banks, payment facilitator partners, identity verification service providers, and credit reference agencies and other agencies to identify and verify Users and limit exposure to criminal activity and financial risk. When conducting the audit/checks, the relevant third parties may retain information regarding Our query and Your information and may share this information with other fraud prevention agencies.

5.6. In order to prevent money laundering activities and comply with applicable regulations, We may report suspicious transactions to law enforcement agencies. You hereby grant Us the right to share Your information with such law enforcement agencies in the event of any activity that may seem suspicious in Our sole discretion. In the event We notice any suspicious activity on the Site, We may, without prior intimation to You: (i) report such instance to the law enforcement agency and share all relevant information that may be required for investigation; (ii) suspend Your Account during the period of investigation; and/or (iii) block Your use of the Your Account.

## **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/details. 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 to terminate Your Account with Us, suspend access to/use of Your Account, and/or prohibit Your access to the Site.

6.3. We are not liable and cannot be held liable for any breach of security or for any actions of any third parties that receive Your Personal Information.

6.4. Notwithstanding anything contained in this Privacy Policy or elsewhere, We shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).

A "Force Majeure Event" shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking,

unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.

## **7. Link to Other Sites**

7.1. Our Site may provide links to other sites. These links are provided for Your convenience only and the provision of these links does not mean that the other sites are related to or associated with Us. Please note that these sites have their own terms of use and privacy policies. You should check their privacy policy before You submit Your Personal Information or any other data with them. We neither guarantee the content and the security of those sites, nor do we endorse using such sites.

7.2. We may have certain features on Our Site which may be hosted by third parties, Your interaction with such features shall be governed by the terms of use and privacy policy of such third parties, as may be applicable.

7.3. We shall not be responsible for any loss, damage, claim or expense caused as a result of You accessing these third party sites and features. 8. User Discretion You can always choose not to provide information, and in such cases, if the information required is classified as mandatory, You may not be able to avail the services, or access/use the Site, feature or content either in part or in full.

## **9. Communications**

9.1. We may contact You via the Site, 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 the Site, 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 notifying You on the same. Any changes will be effective upon posting of the revisions on the Site.

10.2. Unless otherwise specified by Us, the revised Privacy 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 Privacy Policy. If You do not agree to the revised Privacy 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 10 grievances in a timely manner and within 1 (One) month from the date of receipt of grievance.

Grievance Officer: Nirmal Parate  
E-mail Address: [grievance.officer@zipcash.in](mailto:grievance.officer@zipcash.in)  
Phone Number: 91-9513552326

Zipcash Contact information:  
Email Address: [care@zipcash.in](mailto:care@zipcash.in)  
Phone Number: 080-46656299

## **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 Mumbai, India only.