TERMS & CONDITIONS GOVERNING USE OF API

The terms of use as amended from time to time together with any other condition which are implied by applicable law (hereinafter referred to as, "**Terms**") shall apply to and regulate the operation of the Platform (*defined below*) which is offered by IDFC FIRST Bank Limited (hereinafter referred to as "**the Bank**") to the user ("**User/Vendor**").

By accepting and acknowledging these Terms, the User and the User's Affiliates, wherever applicable, agree to use the Bank's API Content (as defined below) and Application Programming Interface ("**API**") found on the Platform in accordance with the Terms hereunder.

These Terms shall be in addition to and subject to any other terms as stipulated by the Bank from time to time.

Definitions:

"**Affiliate**" means, with respect to either party, any partnership, joint venture, corporation, limited liability company, association or other legal entity, however organized ("Person") that now or hereafter directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with the party in question. For the purpose of this definition, "control" together with grammatical variations when used with respect to any Person, shall mean the power to direct the management and policies of such Person; directly or indirectly.

"**API**" means a set of subroutine definitions, protocols, and tools for building application software made available by the Bank through the Platform to allow the User to access and/or use API Content/Services through its Application.

"**API Content**" means data or information made available by or delivered through a particular API.

"**Application**" means a website and/or software application (regardless of how fully developed) owned by the User and visited or used (or developed with the intent to be visited or used eventually) by the User, common customers of the Bank and the User or any natural person or company ("End Users") to access and/or use API Content/Services.

"**Documentation**" means any online user guides, software development kit(s), and/or help and training materials for the APIs, as updated from time to time by the Bank, and accessed through the Platform.

"**Defect**" means a failure of the API(s) and/or the API Content/Services associated with any API(s) to perform in all material respects in accordance with its specifications.

"**Harmful Code**" means a self-propagating program such as a virus, worm, trojan horse, logic / time bomb, back / trap door and all similar forms of extraneous code or harmful components that damage other programs including any downloadable content which contains any harmful code. Provided however, a disabling device such as a product key or an expiry code will not be a Harmful Code.

"**Intellectual Property(ies)**" includes all patents, trademarks, permits, service marks, brands,

trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, geographical indications, and all other intellectual properties in relation to API, API Content/Services and Licensed Content.

"**Intellectual Property Rights**" shall include all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).

"**Licensed Content**" shall include the published APIs, services framework and related documentation (for instance, methodology & design, technical details of the system, data requirements, security controls, user manual, online help manual, maintenance requirements, interface document, sample code) or such content as may be provided by the Bank at its sole discretion from time to time.

"**Platform**" means the website which hosts the API, Documentation and Licensed Content and is currently located at Amazon Web Services, Asia Pacific (Mumbai) Region.

"**Services**" means service(s) and/or function(s) accessible through or performed by a particular API.

Purpose

The User hereby seeks to request the Bank to provide access to its API, Documentation and Licensed Content hosted on the Platform in order to configure its Application for exploring the possibility of its future digital integration with the Bank.

Permissions

By incorporating the API into its website or service, the User agrees that the Bank may collect and use information from the User as described in our Privacy Policy ("Annexure A" hereto).

The User agrees that the User will have adequate privacy policies in place. The User also agrees that the Bank may use automated methods to analyze the User's website or service where the API and/or Licensed Content has been incorporated. The User agrees and undertakes to hold harmless and indemnify the Bank against any and all third party claims of whatsoever nature, costs, expenses, liability, damages, attorney fees for defending such claim that may arise out of use of the API.

Grant of License

Subject to the Terms herein, the Bank hereby grants the User a non-transferable, nonexclusive, non-assignable, revocable, non-sub-licensable, royalty-free right and license to (i) to access the Licensed Content on the Platform and (ii) to use the Licensed Content in order to configure its Application for future digital integration.

Provided that, any future digital integration between the Parties shall be pursuant to a separate service agreement executed to this effect.

The Bank hereby reserves the right to modify, change, or delete any of the Licensed Content and API, including but not limited to alter, modify, change or delete the Terms, from time to time, at its sole discretion.

The User agrees that any modification, change or deletion made by the Bank to the Licensed Content, API or these Terms shall be applicable to the User, should you continue to avail this license and by choosing to so continue the User will have given its consent for any such modification, change or deletion.

API Restrictions

The User agrees that any use of an API and API Content/Services shall be subject to information security policies and procedures forming part of the Licensed Content and as per applicable law, including but not limited to OTP procedures, which may not be fully disclosed and may vary from time to time.

The User agrees and undertakes that when accessing or using an API and/or API Content/Services, the User, the End Users and/or the User's Application shall not:

- modify, obscure, circumvent, or disable any element of an API and/or API Content Services, or their access control features;

- disrupt, interfere with, or adversely impact the access or use of an API and/or API Content/Services by the Bank or any other party whatsoever;

- disclose, share, or transfer its username/password or OTP to any third party or allow such third party to access the User's Platform account unless expressly authorized to do so under these Terms;

- infringe, misuse, or claim ownership of the Bank's Intellectual Property;

- transmit any Harmful Code or malware through its Application, access to or use of an API and/or API Content/Services;

- allow any unauthorized access to the Platform;

- use the API and/or API Content/Services in whole or in part for the purpose of serving as a factor in establishing an individual's eligibility for credit, employment or insurance or for any other consumer initiated transaction;

- use the API and/or API Content/Services in connection with an Application that offers, permits or promotes gambling within the Application;

- use the API and/or API Content/Services in connection with an Application that is offensive, abusive, libelous, harassing, threatening, discriminatory, vulgar, pornographic,

unethical, unlawful (or that promotes unlawful behavior), or that is otherwise inappropriate as determined by the Bank in its sole discretion;

- except as expressly authorized by the Bank, use any robot, spider, retrieval application, or other automated functionality to retrieve or index any portion of the Bank's data, products, or services for any unauthorized or authorized purpose;

- use any API and/or API Content/Services in furtherance of or in connection with any live transaction (whether virtual or real) or any transaction with legal or other real consequences to the User, the End Users or any participant in the transaction, regardless of whether the data involved or was otherwise provided or furnished for use by the User, the End Users or the User's Application;

- access or use the API Content/ API Services in a manner not permitted by the Terms herein; or

- access or use the API Content/ API Services in violation of, or in a manner that would cause the Bank and/or the Affiliates to be in violation of, any law, regulation or statutory or
- regulatory requirements applicable to the Bank or the User.

The Bank has an unfettered right to in its sole discretion, grant, deny, limit, or modify the User's and/ or the End Users' access to and/or use of any API(s) and/or API Content/Services associated with any API(s).

Intellectual Property

It is hereby clarified that the Bank retains all Intellectual Property Rights in all APIs, all API Content/Services, all Documentation and Licensed Content, the developer environments, and all other procedures, functionalities, software, documentation, trademarks or distinctive signs, images, photographs, patents, utility and industrial models, drawings, graphics, text files, audio and video files and all other content accessible on the Platform or in any of the APIs, and/or any API Content/Services.

The User hereby understands and acknowledges that:

- The Bank is the sole and absolute owner of the Bank's Intellectual Property ("**IDFC IP**");

- The User shall not, nor shall it be deemed to, acquire at any time, any right, title or interest whatsoever, in, to or over IDFC IP or any combination thereof, in any language and/or trade name;

- The User shall not claim or assert any right, title or interest in, to or over IDFC IP or take any action which shall or may impair the Bank's right, title or interest over IDFC IP;

- The User shall not oppose or object to any right, title or interest that the Bank has or may have in IDFC IP;

- The User shall not use the Intellectual Property in a manner that may be detrimental to the Bank;

- The User shall not make any alterations or changes to IDFC IP, without the prior written approval of the Bank;

- The User shall not permit any person (other than persons authorized by the Bank) to use IDFC IP or any other Intellectual Property belonging to the Bank, including by the way of sublicensing or otherwise, without the prior written consent of the Bank;

- The User is prohibited from using IDFC IP for any business venture, marketing activity, promotional activity, or any other purpose, except as permitted herein above, without the prior written consent of the Bank;

- The User shall share with the Bank, the samples/drafts of any materials/formats where IDFC IP is used and shall print/use/display such materials/formats only after obtaining prior written consent of the Bank; and

- The Bank reserves the right to require the User, without assigning any reason, to discontinue temporarily or permanently the use of IDFC IP and the User shall promptly upon receipt of such notice, discontinue such use.

Representations and Warranties:

The User hereby represents and warrants:

The User is not concealing or disguising its identity;

The User has a legitimate, lawful purpose for accessing and using the API and APIContent/Services;

The User will perform no act that harms the Bank or the Bank's rights and interests in the API and API Content/Services;

The User will promptly block, and notify the Bank of, any known or suspected unauthorized or prohibited use of any API or API Content/Services or by a third party;

The User has obtained any and all necessary consent and approval to generally disclose to third parties and/or generally use any and all data that the User and the Application utilize under these Terms, including (but not limited to) data provided in the context of accessing and/or using API Content/Services.

Indemnity

The User undertakes to indemnify, protect, defend, save and hold harmless the Bank and its Affiliates, officers, directors, employees, agents, third parties, attorneys, successors, and assigns from and against:

- any government, or other third party claim of loss, liability, penalty, assessment, civil or criminal fine, or damage to or asserted, whether through communication or formal filing, against the Bank or its Affiliates (including reasonable attorney's fees and expenses) related to, deriving from or associated with your Application;

- or any third party's use of the Application (whether in whole or in part) to access or use of API(s) or API Content/Services (even if such activity is fraudulent), or any third party's use of any API or API Content/Services (even if such activity is fraudulent);

- or the User's violation of any representations, warranties, covenants and undertakings under these Terms;

- any infringement of IDFC IP by the User, End Users or any third party associated with the User and/or the End User; and/or any breach of any conditions on which such IDFC IP has been provided to the User.

These indemnification provisions and the rights or obligations granted by or through it are in addition to any other rights or obligations that the Bank may have under these terms and applicable law and shall not be construed to provide an exclusive remedy.

Notwithstanding any other provision of the Terms herein, the indemnification provisions shall survive any termination or expiration of the Terms.

Limitation of Liability

The Bank's maximum aggregate liability under these Terms should be limited to and shall not in any event be more than One Lakh rupees arising from or based on the Alliance Partner's use of API(s) and API Content/Services. The Bank should not in any way be liable for any indirect, incidental, consequential, special, exemplary and punitive damages, or any loss occasioned to any partner or third party, whether such claim is based on warranty, contract, tort (including gross negligence) or otherwise, even if we have been advised of the possibility of such damages.

Confidentiality and Nondisclosure

The User acknowledges and agrees that the Bank considers the username and password, information about API(s), API Content/ API Services disclosed to the User to be the Bank's confidential and proprietary information ("**Confidential Information**") which may not be disclosed to any third party (including, but not limited to, your Affiliates) without the Bank's prior written consent.

The User agrees to use commercially reasonable means to maintain the confidentiality of Confidential Information in the User's possession or contained in your Application, but in no circumstances means that are less stringent than those required by law or that the User uses to safeguard the User's own confidential or proprietary information.

Upon termination of these Terms, you agree to destroy all copies of Confidential Information in the Users and/or the User's contractors' or third party agents' possession, or control and, upon request, certify such destruction to the Bank.

The User agrees that the Bank shall have no obligation whatsoever to keep confidential any and all data you provide to the Bank under these Terms, including (but not limited to) data provided for use with API security services.

If the User applies for basic access, the Bank will keep confidential the information that the User provides to the Bank in connection with the User's application to obtain basic access. However, the User acknowledges and agrees that the Bank may be required to disclose the User's confidential information if required by a judicial, administrative, governmental, or any other authority.

Data Protection

When accessing or using an API and/or API Content/Services the User agrees that the User, the End Users and/or the User's Application shall use commercially reasonable efforts to ensure that cyber security measures are in place to protect the Bank's data and information which are accessed, processed, stored or transmitted irrespective of whether such place is housed at the Bank's premises or in the premises of a third party and comply with all applicable law in this respect.

The User shall immediately report to the Bank any unauthorized access that has compromised the information or data of the Bank. In such report the User shall identify (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the User has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action has the User taken or shall take to prevent future similar unauthorized use or disclosure.

The User agrees and undertakes to hold the Bank harmless and fully reimburse the Bank without any demur, in respect of all costs, expenses, damages and liabilities arising out of or in any manner connected with such unauthorized access.

Right to Terminate

The Bank reserves the right to terminate these Terms at its sole discretion and without assigning any reason whatsoever to the User. These terms will also be terminated by the Bank on any information or belief that there has been an unauthorized access by a third party using the username and password of the User, any breach of the User's confidentiality obligations, any breach of applicable rules and regulations, and any other breach of these Terms by the User. The Bank may also elect to temporarily suspend the User's access to any API(s) or API Content/Services till such breach is cured if it is remediable in nature.

In the event of a termination by either party, you agree to cease using all APIs accessed pursuant to this arrangement, promptly (but under any circumstances in no more than two (2) business days) remove the API and API Content/Services from your Application, and delete any API Content/Services that are possessed or controlled by the User.

Force Majeure

Any delay in or failure of performance by the Bank under these Terms will not be considered a breach of these Terms and the Bank will not be held liable for any such delay or failure in

performance to the extent that such delay or failure is caused by any occurrence beyond its reasonable control, including, but not limited to, acts of God, power outages, failures of the Internet, war, terrorism, civil or political disturbance, lock-outs, floods, fire, or any other unforeseeable event.

Relationship between Parties:

These Terms of Use are on a "principal to principal" basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Bank and you and if applicable your representatives and employees or between you and the representatives and employees of the Bank or to provide either of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

Governing Law

The Parties agree that this Agreement and all rights and obligations of the Parties hereunder shall be governed, construed and interpreted exclusively under the laws of India, and shall be subject to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, India.

Disclaimer

The Bank provides API(s) and API Content/Services on an "as is" and "as available" basis. The Bank hereby disclaims any and all warranties, express, implied or statutory regarding any API(s) or API Content/Services, including warranties of accuracy, merchantability, fitness for a particular purpose, or non-infringement.

The User is solely and entirely responsible for the Application, including but not limited to the Application's development, operation, maintenance, and compliance with all applicable local, state, central and international laws and regulations, and all materials that appear on or within the Application. The Bank hereby disclaims all liability with respect to the same.

The User agrees that by clicking on "accept" on the Platform the User shall indicate that it has read, understood and accepted these Terms.

ANNEXURE A
Privacy Policy