Terms of Use

V5

Version History

S. No.	Type of Information	Updated as on	Owner	Approved by
01	Terms of Use V1.0	11th November 2021	Legal	Board of Directors
02	Terms of Use V2.0	7th May 2022		Board of Directors
03	Terms of Use V3.0	3rd May 2023		Board of Directors
04	Terms of Use V3.1	30th June 2023		Board of Directors
05	Terms of Use V3.2	21st September 2023		Board of Directors
06	Terms of Use V4.0	1st April 2024		Board of Directors
07	Terms of Use V4.1	05th December 2024		Board of Directors
08	Terms of Use V4.2	1st March 2025		Board of Directors
09	Terms of Use V5	2nd September 2026		Risk, Legal and Compliance Sub-Committee

TERMS OF USE

Hi! Thanks for using FamApp by Trio. Please read these terms of use ("**Terms**") carefully, before you use the platform or any of our services (we will call them "**Services**"). This is important because these Terms are a legally binding document. They govern your use of the website https://triotech.co.in/terms and the mobile application called "FamApp by Trio" available on google play store and apple app store (collectively, the "**Platform**") which is hosted by Tri O Tech Solutions Private Limited, a licensed pre-paid payments issuer incorporated under the laws of India, having its registered office at 12F/F Nehru Place Road, Sant Nagar, Opp Park, East Of Kailash, South Delhi, New Delhi, Delhi, India, 110065 ("**Triotech**").

Triotech issues the pre-paid payment instruments ("**PPI(s)**") offered to you through the Platform ("**Wallet(s)**"). The types of Wallets which we may offer you (from time to time) through the Platform, have been described in clause 6 of these Terms.

These Terms constitute a binding agreement. Throughout this document, we use the terms "**we**", "**us**" and "**our**" to refer to Triotech and the terms "**you**" and "**your**" to refer to you, the user of the Platform. These Terms are in addition to and not in derogation of any other terms stipulated by us from time to time. In case of any conflict between these Terms and such other terms, these Terms will prevail.

These Terms are an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms are (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures.

These Terms refer to and include our Privacy Policy available here. We may amend these Terms, update the Platform and modify the Services (*at any time*) to improve your experience on our Platform and on account of changes in Applicable Law (*defined below*). So, please check this page regularly to take note of any such changes. If you do not agree with any change made by us, you have the option to stop using our Services (but we will be sad to see you go).

1. DEFINITIONS:

Unless indicated otherwise, the capitalized terms have the meanings given below:

1.1. "**Applicable Law(s)**" means all applicable statutes, enactments, acts of legislatures or the India Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties and regulations, in force at the relevant time in India.

1.2. "**Full KYC Wallet**" is the Wallet issued to you after completing your full KYC according to the relevant RBI Regulations. The features of different types of Wallets within this category are described in greater detail in clause 6 of these Terms.

1.3. "**KYC**" stands for 'Know Your Customer' and is a process prescribed under Applicable Law. Triotech will collect and authenticate your personal identification details to undertake KYC according to Applicable Law and RBI Regulations, before it issues you a Wallet (wherever needed) and offers you related Services.

1.4. "**Small PPI Wallet**" is the Wallet issued to you by Triotech after you provide us 'minimum details' about yourself, these are: your name, mobile number verified with One Time Pin ("**OTP**") and the unique identification number given on any of your 'officially valid documents' ("**OVD**") (or in the limited case of Small PPI Wallet, in place of OVD, you may provide the unique identity/identification number of any 'mandatory document' as defined in RBI Regulations). The types of OVD we accept are given on the Platform and are in line with

Applicable Law. The features of different types of Wallets within this category are described in greater detail in clause 6 of these Terms.

1.5. "**Person-to-Bank Transfer**" is a facility allowing you to transfer funds from your Wallet to any bank account.

1.6. "**Person-to-Merchant Transfer**" is a facility allowing you to transfer funds from your Wallet to any merchant (who accepts payments from the Wallet for purchase of its goods and services).

1.7. "**Person-to-Person Transfer**" is a facility allowing you to transfer funds from your Wallet to any other individual's prepaid payment instrument or bank account (as permitted from time to time).

1.8. "**PPI Master Directions**" is the Master Direction issued by RBI on the 'Prepaid Payment Instruments' on 27 August 2021, as amended from time to time.

1.9. "**RBI Regulations**" are the rules, regulations, guidelines, directions, circulars, notifications or instructions issued and updated by the RBI from time to time.

1.10. "**RBI**" is the Reserve Bank of India.

1.11. "**Transaction**" means a purchase, sale, gift, transfer, delivery, or the arrangement thereof and includes the deposit, withdrawal, exchange or transfer of *funds* greater than INR 0 (Indian Rupee Zero), by electronic, physical or non-physical means. It is clarified however, that Transaction shall not include any unsuccessful, failed, cancelled, recalled, or interrupted Transaction, which terms shall include but not be limited to Transactions for which a refund/chargeback request is raised and processed. To clarify, a Transaction shall be deemed to be a successful Transaction in the event that such Transaction results in the debiting or crediting of an amount greater than INR 0 (Indian Rupee Zero) successfully. In the event that a successful Transaction undergoes cancellation, recall, interruption, refund, chargeback, or any such instances of a similar nature, then such Transaction shall immediately upon the raising of such instance, be deemed to be an unsuccessful Transaction.

1.12. "**UPI**" means the Unified Payments Interface payments service provided by Triotech.

1.13. "**User**" means a user of the Platform, who is at least 11 (eleven) years of age.

1.14. "**Wallet Account**" is the FamApp by Trio account associated with the Wallet issued to you by Triotech.

2. ACCEPTANCE OF TERMS

2.1. Acceptance:

2.1.1. By signing-up to use the Platform, you acknowledge that you have read these Terms and agree to be bound by them. You also acknowledge that you have read our Privacy Policy and agree to be bound by it. By signing up to use the Platform, you represent that you have provided us with valid identifying information which may be used to verify your identity. Please note that we may restrict, suspend, or terminate your access at any time to the Platform if we believe you have breached these Terms. We may also monitor or use certain technologies to monitor your activities including your IP address to verify your geographical location.

2.2. Compliance with Applicable Laws: You must ensure that your use of the Platform and the Services complies with Applicable Laws.

2.3. Legal Responsibility on behalf of minors: We understand the importance of financial education and want individuals to start their journey to financial literacy under the supervision of their parents/guardians from a young age. But, Users between the age of 11 (eleven) years to 18 (eighteen) years ("**Minor(s)**") can use the Platform only with the permission and under the supervision of their parent or legally appointed guardian ("**Parent**"). As the Parent you

must agree to and accept these Terms and the Privacy Policy on behalf of the Minor(s). Minors cannot, therefore, use the Platform unless their Parent agrees to and accepts these Terms and the Privacy Policy on their behalf. If you agree to these Terms and the Privacy Policy on behalf of a Minor(s), you represent to us that you are their Parent. As a Parent, you agree to take full financial and legal responsibility for the acts and omissions of the Minor(s). A Minor's use of the Services and interaction with the Platform must be supervised by the Parent. As a Parent you must take full responsibility for a Minor(s) actions while using the Services and any interaction with the Platform, such as – setting up and using the FamApp by Trio Account or Wallet Account, creating and adding members to a Family. This is a crucial obligation, so we advise you not to add individuals to your Family who you do not know or want to take responsibility for. As the Parent, you hereby agree to indemnify us for any loss, damage, claim, by whatever name called, that accrues to us due to improper use of the Services by the Minor(s).

2.4. Inquiries as to Minors: By taking responsibility for a Minor, you authorise us to make inquiries (if we choose to do so), either directly or through third parties to validate the information provided about the Minor or your relationship with the Minor. This could include information to verify your relationship as a Parent to the Minor(s). If we are unable to verify the information that you provide, we may: (i) refuse to establish a FamApp by Trio Account (defined below) and, or, Wallet Account for the Minor; (ii) close the FamApp by Trio Account and/or, Wallet Account of a Minor; (iii) close the Parent's FamApp by Trio Account and/or, Wallet Account; and/or (iv) terminate our Services or portion(s) thereof.

3. ELIGIBILITY TO USE:

3.1. Only persons who are Indian residents are eligible to use the Platform. If you are not an Indian resident, please refrain from using the Platform or availing any of our Services.

4. SERVICES:

4.1. **FamApp by Trio Account**:

4.1.1. Before you can apply to open a Wallet Account, you must create a profile through the Platform ("**FamApp by Trio Account**"). Once you have successfully opened a FamApp by Trio Account, you can use the Platform and apply to open a Wallet Account. To create a FamApp by Trio Account, you must provide us your phone number (which we will authenticate with a one-time password). You must also permit us access to your SMS, contacts, location data, installed applications, and such other device data that We may require (from time to time) to provide you the Services. At the time of creating the FamApp by Trio Account or any time after that (while you are using the Services) we may also ask you to provide details about yourself which include without limitation:

i. your name,

ii. email address,

iii. date of birth,

iv. residential address,

v. employment type and place of work,

vi. any demographic data,

vii. your live photo,

viii. monthly income, and

ix. PAN/Form 60.

4.1.2. Collectively this information (that you provide to us) is referred to as "**Account Data**". The types of data that come under the category of Account Data have been described in greater detail in the Privacy Policy and are incorporated here by reference. Use of the Account Data will be governed by the Privacy Policy and these Terms.

4.1.3. You must add such information and documents requested in the manner prompted on the Platform. If you revoke any permissions on the Platform, we may restrict or deny your use of the Platform (or any of its features) to the effect that such information or documentation is necessary to provide you the Services.

4.1.4. If we believe that the information you provide to us is unreliable or incorrect, then, we may (at our discretion) disallow you from opening a FamApp by Trio Account or Wallet Account. If we discover any deficiency in the information provided by you on a later date, we may terminate your FamApp by Trio Account and your Wallet Account. Please note that we may (from time to time) ask you to provide us information about yourself to allow you to continue using the Platform and its Services.

4.1.5. **Update Phone Number**:

4.1.5.1. You may request to update your old phone number linked to your FamApp by Trio Account by following these steps:

(a) Login to FamApp by Trio with your old phone number
(b) Go to the profile section
(c) Click on 'Edit Profile'
(d) Go to the phone number field and click on 'change' / 'edit'
(e) We may communicate certain changes, conditions, or restrictions to you such as forfeiture of your Virtual Payment Address (VPA), including any Custom VPA, linked to your old phone number, and temporary restrictions on transaction limits and a cooldown period. Please read these carefully and tap 'Accept' to proceed
(f) Add the new phone number from your contacts and click 'Continue'
(g) Enter the OTP received on your new phone number
(h) Enter the OTP received on the email address slinked to your FamApp by Trio Account
(i) Enter the last 4 digits of your Aadhaar
(j) Log out of FamApp by Trio and login with your new number to complete the change successfully

4.1.5.2. Once your phone number has been successfully updated, you will not be eligible to request another update for a period of three (3) months from the date of such updation. You may update your phone number a maximum of two (2) times during the entire period of your use of FamApp by Trio.

4.1.5.3. Further, all phone number update requests are subject to our verification and may be rejected at our sole discretion for reasons such as failure of new phone number/Email OTP verification, risk categorisation/perception or non-compliance with our internal policies.

4.2. **KYC requirement**:

4.2.1. As per RBI Regulations, Triotech can issue you a Wallet Account only if you comply with the KYC requirements or provide us with the 'minimum details' about yourself. Whether you can use all or some of the Wallet's features depends on whether you have provided minimum details (about yourself) or if you have completed full KYC on the Platform. Don't worry! We will hand hold you through this once you start using the Platform.

4.3. If you are a Minor, utilising the Platform, you understand that we may at our sole discretion share Transaction activity, and any other pertinent information regarding your account with your Parent and you and your Parent consent to sharing of such information. We may further at our sole discretion, place checks, disable, deactivate, limit, pause, restrict or make any changes whatsoever as deemed fit on the reasonable instructions of a Minor's Parent.

4.4. **FamX Card:**

4.4.1. We may offer you a virtual card linked to your Wallet on the Platform ("**Virtual Card**") and give you the option to request for a physical card (associated to your Wallet) ("**Physical Card**"), which shall be issued and delivered by Triotech. If you make a request for the Physical Card then we reserve the right to charge you, at our sole discretion a fee for availing such Physical Card and may also charge a maintenance fees for maintenance and facilitation of the Physical Card. You may use these to make payments at merchants; this of course depends on the type of Wallet you have been issued (more on this below). You may disable these cards at any time, through the Platform. You may use your Virtual Card or Physical Card to spend from your personal Wallet within these prescribed limits. You cannot sell or transfer the Physical Card. We may cancel, repossess, or revoke your Physical Card (at any time without prior notice) subject to Applicable Law. We may also refuse to process any Transaction which we believe may violate these Terms.

4.4.2. The Physical Card may take upto 7-15 working days to be delivered, although this timeline may be subject to additional unforeseen delays. If the delivery of the Physical Card is unsuccessful due to our default, we may offer you, at our sole discretion, a coupon/ alternate mechanism to order/re-order the Physical Card at no cost. Kindly note that this not a right but shall be at the discretion of the Company. However, if the Physical Card's delivery is unsuccessful owning to your fault, then we may charge you again for the second-time delivery and such other costs necessary for us to provide you with the above service. Where a payment is made for acquiring a Physical Card, we shall not offer any refunds, except in exceptional cases, which may be determined by us.

4.4.3. Your usage of the Physical Card shall be governed by these Terms and Applicable Law.

4.4.4. You understand that the Physical Card is not a credit card and cannot be used to spend through credit. You are responsible for ensuring that there is sufficient balance in your wallet for making purchases through the Physical Card.

4.4.5. You are given an option to block your Physical Card on the Platform itself. You understand and agree that we may block your Physical Card in case of any fraudulent activity, suspicious Transactions etc.

4.4.6. You understand that the Physical Card cannot be claimed as a matter of right. Triotech may at its discretion decide to discontinue or stop distributing the Physical Card.

4.5. **UPI Services**:

4.5.1. In compliance with all Applicable Laws, the UPI services are provided by Triotech solely. Triotech does not engage in any co-branding partnerships for providing UPI services on PPI. All holders are on-boarded for UPI services by Triotech (the PPI Issuer) itself.

4.5.2. Any associated and allied services pertaining to UPI on PPI shall solely be handled and provided by Triotech.

4.5.3. Please note that all disputes regarding UPI services must be raised to Triotech through the customer support methods available on the application or in accordance with the customer grievance policy of Triotech.

4.6. **ATM Withdrawal:**

4.6.1. A User who has completed their KYC in accordance with our process and is a holder of the Physical Card shall be eligible to avail of this feature.

4.6.2. You can use your Physical Card at select ATMs to withdraw cash present in your wallet.

4.6.3. The Physical Card is meant for withdrawals against the balance already available in your wallet. It is your responsibility to maintain sufficient balance in your wallet to meet withdrawals and service charges.

4.6.4. You understand that ATM withdrawals are subject to a per Transaction limit of INR 2,000 (Indian Rupees Two Thousand) and a monthly limit of INR 10,000 (Indian Rupees Ten Thousand). All withdrawals are subject to these limits as well as other limits which we may set at in the future at our own discretion.

4.6.5. You understand that every withdrawal Transaction at an ATM using the Physical Card is subject to a fee of INR 29 (Indian Rupees Twenty Nine) per withdrawal ("**ATM Withdrawal Fee**"), which may be revised from time to time.

4.6.6. It is critical to note that such ATM withdrawals shall be subject to automatic deduction of certain amounts on each such withdrawal, which may be waived-off on our sole discretion. You consent to the debit of such ATM Withdrawal Fee every time you use the ATM withdrawal feature. You further understand and agree that we may modify the charges at our discretion and subject to Applicable Laws.

4.6.7. In cases of low balance in your wallet, we may decline/ restrict any and all ATM withdrawals from your wallet. We may also revise/ alter/ modify/ restrict the number of withdrawals that can be undertaken per day or per month or the amount of withdrawal limit that can be done at a time or in a month, which shall be subject to change from time to time.

4.6.8. You understand that the ATM Withdrawal Fee charged for ATM withdrawals using the Physical Card is not refundable under any circumstances.

4.6.9. We are not responsible/liable for failure of any ATM to dispense cash or if you are unable to withdraw cash for any reason whatsoever or are unable to avail any ATM related service mentioned herein.

4.6.10. We shall not be liable for any loss caused by a technical breakdown of the payment system.

4.6.11. We have provided you with an option to enable and disable the ATM withdrawal facility on the Platform. You understand that in case you disable the ATM withdrawal option on the Platform, you would not be able to perform any ATM withdrawals.

4.6.12. You understand that the Physical Card can only be used for domestic ATM withdrawal Transactions.

4.6.13. The security of the PIN is paramount and you understand that you need to keep it confidential and not reveal it to any third person. You understand that we shall not be liable in case of fraudulent/unauthorized use of the PIN through the Physical Card misused and/or fall in the hands of any third-party or through the PIN being misused and/or coming to the knowledge of any third-party. You shall be solely liable for any losses, damages, costs, charges or expenses including those that may be incurred by us as a result of such misuse/and or fraudulent use of the Physical Card and/or the PIN.

4.6.14. Users under certain Subscription models may be provided with some additional benefits with respect to the ATM withdrawals like receiving FamCash/ cashback/ in-app points on upto 6 (six) ATM withdrawal Transactions per year. We reserve the right to change the number of ATM withdrawals anytime at our sole discretion.

4.7. **Custom VPA:**

4.7.1. Triotech will provide you with a VPA upon onboarding. After your primary VPA is allocated, you will have the option to edit and customise the VPA. You would be able to choose it as per your liking, however, the UPI handle shall remain the same.

4.7.2. You can edit the VPA a maximum of 8 (eight) times on the Platform.

4.7.3. The VPA that you choose should follow the below mentioned instructions:

(a) The VPA should only be in lowercase (i.e xyz);

(b) The VPA should only contain a-z, A-Z, 0-9, .(dot), -(Hyphen);

(c) In case the VPA chosen by you is a 10 (ten) digit phone number, it can only be the mobile number which you used to register on the Platform.

(d) in case a VPA name input by you is already in use, you would not be allotted that VPA.

4.7.4. It is the User's responsibility to ensure that the VPA does not contain any words or slangs which are derogatory, obscene, demeaning, defamatory, prohibited, controversial, sexual or of similar nature. You shall be solely responsible for any consequence of selecting a VPA of such nature.

4.7.5. We reserve the right to not create or reject a VPA in our sole discretion if in our opinion the VPA violates these Terms or any Applicable Laws.

4.7.6. You understand that in case a VPA has been deactivated by you in the past, you cannot use it for 2 (two) years since the time it was deactivated.

4.7.7. We may charge a platform fee for providing this benefit to you to create a new VPA after the default VPA granted to you ("**Custom VPA Fee**"). We may waive off or change / increase / decrease such Custom VPA Fee at our sole discretion and subject to Applicable Laws. Users of certain Subscription models may also get additional benefit of a certain number of free VPA edits, post which they shall be charged the Custom VPA Fees. We may determine the number of free edits for Users depending on the Subscription model they have availed on the Platform. You understand that this Custom VPA Fee is non-refundable.

4.7.8. The VPA created for you at the time of opening of your wallet shall be free of cost. The Custom VPA Fee shall be applicable only for subsequent VPA creations.

4.7.9. You understand that we may limit/ change the number of VPAs you can create at our sole discretion and subject to Applicable Laws.

4.7.10. We may put in place other restrictions at our sole discretion on the names/characters which can be used by you to create your VPA in the future.

4.8. **App Customisations**:

4.8.1. We may allow you to make certain customisations to your FamApp by Trio, by providing you with features, including but not limited to backgrounds, skins, themes etc., to enhance your experience ("**App Customisations**").

4.8.2. We may charge a fee for providing the App Customisations ("**App Customisation Fee**"). The App Customisation Fee shall be non-refundable and we may waive off or change/ increase/ decrease the same at our sole discretion.

4.8.3. You understand that the App Customisations provided to you may be chargeable or available for free, and the amount payable on such chargeable App Customisations may be on a recurring/ non-recurring basis, as may be notified to you at the time of purchase.

4.8.4. For the free App Customisations, we may choose to modify, alter, update or discontinue such App Customisations at any point and we may allow you to keep using such App Customisation or revoke your usage of the free App Customisation. For the chargeable App Customisation, you shall be allowed to use a discontinued/de-listed App Customisation at our sole discretion, if you have paid the App Customisation Fee. We further reserve the right to list any free App Customisation as chargeable or vice-versa.

4.8.5. You understand and agree that we reserve the right to add, list, modify, alter, update, delete, de-list, expire, discontinue the App Customisations at our sole discretion.

4.9. **Nominee UPI ID:**

4.9.1. We may provide you with the option of adding a pre-existing backup UPI ID, ie, which shall be used for transferring funds by Triotech into such a UPI ID in case of Wallet closure.

4.9.2. You shall not request for such UPI ID to be used for refunds or chargebacks. This UPI ID shall be strictly used as a backup, in case of an event of Wallet closure, where you request us to transfer the remaining amount to the nominee UPI ID.

4.9.3. This feature may be made available for different Users based on varying factors like KYC status, Subscription model chosen by the User, age of the User etc. Such factors may be added/modified/determined at Triotech's sole discretion.;

4.9.4. Users will be subject to the following conditions in case of nominee UPI ID:

4.9.4.1. A User shall not be allowed to edit the nominee UPI ID more the 2 (two) times in a year;

4.9.4.2. Between two edits of a User's nominee UPI ID, there shall be a gap of at least 15 (fifteen) days;

4.9.4.3. After a User has edited their nominee UPI ID, the User shall not be permitted to transfer funds to such nominee UPI ID for 48 (forty eight) hours;

4.9.4.4. Triotech may ask additional questions, documents or data to verify the identity for the nominee UPI ID which the User shall be obligated to provide. Only after verification shall Triotech allow the User to transfer funds in such cases.

4.10. **E-commerce:**

The following terms and conditions are specific to accessing / using the e-commerce marketplace on the Platform, where various goods, products, services, experiences ("**Items**") may be listed for purchase ("**Marketplace**"). The Marketplace is solely operated on the Platform by FamPay Solutions Private Limited having CIN U74999KA2019PTC122125 and its registered office at No. 7, 1st Main Road Sector 6, HSR Layout, Karnataka, India - 560102 ("**FamPay**"). All Users accessing the Marketplace shall be deemed to have read, understood and agreed to be bound by these terms. Such access or use constitutes a distinct, binding and valid contractual relationship between FamPay and the User.

4.10.1. **Nature of the Marketplace:**

The Marketplace is a curated e-commerce platform whereby FamPay allows third party sellers/ sub-merchants ("**Sellers**") to list their Items and offer attractive Items to the Users. For the avoidance of doubt, it is clarified that FamPay does not maintain any inventory or control over inventory of the Items listed on the Marketplace and only provides a marketplace platform (including payment and settlement solution to the Sellers listing the Items).

4.10.2. **Use of the Marketplace**

4.10.2.1. For purchasing any Item(s) on the Marketplace, the User may either (i) pay the full price as listed on Marketplace for such Item(s); or (ii) avail a lower price as listed on the Marketplace, by availing discounts through coupon codes, if such option so provided.

4.10.2.2. For the avoidance of doubt, it is hereby clarified that:

(i) FamPay shall not be liable for any defects in the Items sold by the Sellers and does not provide any warranty for any Items. Warranty, if any, shall be provided by the Sellers. FamPay recommends that you verify the applicability of warranty terms in respect of each Item before purchasing the same through the Marketplace;

(ii) FamPay shall not be liable for any claims arising in relation to the delivery or quality of the Items purchased by the User; and

(iv) Delivery of the Items is the sole responsibility of the respective Seller. The delivery service may not be available for all pin codes and the User must verify if the delivery service is available at the pin code provided by the User prior to placing an order. Unless otherwise communicated by a Seller, the delivery of an Item shall occur at the time of purchase.

4.10.3. **Pricing & Availability**

4.10.3.1. FamPay lists the availability information for products or services on the Platform beyond what FamPay say on that page or otherwise on the Platform.

4.10.3.2. All prices are listed in Indian Rupees. The Items listed on the Marketplace will always reflect the most recent price displayed on the Item's detail page. Please note that this price may differ from the price shown for the Item when you first viewed it. It is also possible that an Item's price may decrease between the time you view it and the time you purchase it.

4.10.3.3. All prices displayed are inclusive of all taxes including Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

4.10.4. **Offers**: FamPay may from time to time make available either directly or in partnership with the sellers, certain benefits to Users for using the Marketplace. All such offers shall be governed by the respective seller's terms and conditions displayed on the Marketplace in addition to these Terms. FamPay's decision of the winner of such offers shall be final and binding and not subject to any appeal or dispute resolution process.

4.10.5. **Cancellation, Returns and Refunds**: As per the general Marketplace return and refund policy, orders for an Item once placed cannot be cancelled. Certain Items may have differing return, refund and/or replacement terms as provided by their respective Seller and as set out in the Platform.

4.10.6. **Grievance Redressal Officer**

Should You have any issues or queries in relation to the Marketplace, you may reach out to FamPay for customer support at legal@fampay.in. In the event that you are not entirely satisfied with the response, you may raise your grievance to the Marketplace grievance officer appointed by FamPay to address any grievances in respect of the Marketplace. Details of the said officer are as set out below.

Name: Mr. Aayush Gupta

Email: Aayush@fampay.in

Mobile: +91 80458 88881

Designation: Resident Grievance Officer

Office Hours: 12 pm to 7 pm

The Marketplace resident grievance officer acts as the nodal officer to ensure compliance with various applicable laws and regulations including the Consumer Protection (E-Commerce) Rules, 2020.

4.10.7. **Losses:** FamPay will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and FamPay when a contract for the sale of Items by FamPay to you was formed.

4.10.8. **Events beyond our reasonable control**: FamPay will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond FamPay's reasonable control. This condition does not affect your statutory rights.

4.10.9. **Waiver:** If you breach these conditions and FamPay takes no action, FamPay will still be entitled to use its rights and remedies in any other situation where you breach these conditions.

4.11. **Third Party Vendors**: We may offer certain other products and services to you through other third party vendors. The terms of such products and services shall only govern the sale, purchase, delivery, refunds, defaults etc. of such products and services and will be set out specifically by such other third party vendors offering them. We shall not be liable for any default, delays in delivery, defects in products / services, arising out of or related to such third party vendors.

4.12. **Subscription Models:**

4.12.1. The following terms and conditions are specific to accessing the various subscriptions on the Platform, where various benefits and services may be provided to you dependent upon the subscription models. Subscription is an internal ecosystem built and extended by us to our Users, to provide paid in-app features and benefits to the Users. ("**Subscription(s)**").

4.12.2. In addition to any other eligibility criteria mentioned in these Terms, there may be other eligibility criteria which we may have for each category under the Subscriptions.

4.12.3. The Subscriptions are offered in multiple tiers to Users (including without limitation, Flex and Ultra models) which shall be available depending on the User's age and any other factors as maybe determined by us.

4.12.4. You understand that the Subscriptions are paid subscription services being offered to you. In case you don't subscribe to either of the subscriptions, you understand that you shall be eligible for limited benefits on the Platform.

4.12.5. The benefits provided under the Subscriptions shall depend upon the category of subscription availed by you. The benefits provided under the Subscriptions are for you alone and such benefits may not be transferred or assigned to any person. We may suspend any and all features associated with any Subscription model without providing any notice/ intimation/ notification to any of the users who have subscribed for any of the models.

4.12.6. Each Subscription is subject to you paying a monthly, quarterly or yearly subscription fee ("**Subscription Fee**"), which shall be specifically informed to you along with all the benefits available under each Subscription, before purchasing such Subscription. You understand that you will be charged different Subscription Fees for different Subscription models.

4.12.7. We reserve the right to modify or change the categories of Subscriptions at its discretion, and you will be informed regarding such changes. We also reserve the right to amend, modify, or waive off any Subscription Fees at its sole discretion.

4.12.8. You understand and accept that the cashback, discounts or other benefits made available to you under the Subscriptions cannot be claimed as a matter of right. The benefits are non-negotiable, non-transferable, non-convertible and are not allowed to be exchanged for real cash, save where we expressly permit redemption under a Subscription model in the manner notified on the Platform from time to time.

4.12.9. In case of termination or expiry of your Subscription, you understand that we will immediately stop providing all benefits under the Subscription to you, until your Subscription is renewed save for any benefit which we expressly communicate on the Platform shall continue to be available to you after such termination or expiry. A Subscription can only be renewed by paying the appropriate Subscription Fees.

4.12.10. We shall not be held liable for any deductions made while crediting or providing any benefits to the Users or for any taxes incurred by the Users / their Parents relating to the benefits under the Subscriptions.

4.12.11. Some of the benefits under the Subscription may contain an expiration date. Users are advised to read all the terms of the benefits carefully.

4.12.12. All benefits under each Subscription are subject to Applicable Laws, regulations, rules and restrictions, and by agreeing to these Terms, you agree to abide by such Applicable Laws, regulations, rules and restrictions.

4.12.13. All rewards accrued under the benefits shall be subject to the applicable limits in the Platform. Such limits may be modified by us at any time subject to Applicable Laws.

4.12.14. You understand that we reserve the right to modify or discontinue any of the benefits provided under any Subscription any time at our sole discretion.

4.12.15. In case of closure of your account on the Platform, any rewards accrued under the Subscription will be forfeited.

4.12.16. We may tie up with certain third party partners to provide benefits under the Subscriptions. The usage of these benefits shall depend upon the terms set out by such third party partners. We shall endeavour to keep you informed in the event of any change in benefits being provided by third party partners.

4.12.17. Notwithstanding anything contained in these Terms, we may implement one or more types of Subscription models within the Platform, wherein the Users shall have to pay a certain amount to avail higher loading/spending limits and other features provided to them on the Platform,

subject to the risk categorisation and perception of the customers. We have the sole discretion to decide any terms and conditions in relation to this, which shall be as per Applicable Law.

4.12.18. The Subscription models are subject to change/ modification/ alteration/ termination/ suspension on our sole discretion from time to time depending on various factors including the risk perception of the customers.

4.12.19. We cannot reverse a payment once the same is initiated as per your instructions, as such the Subscription Fees are non-refundable. We shall not be liable for any loss incurred by you as a result of a Transaction processed by us in accordance with your payment instructions. Further, we will not be responsible for any refund or reimbursement to you or for reversing any payment that you have erroneously made.

4.12.20. You are responsible for providing accurate information to us. In case you misuse any information or provide incorrect details or misrepresent or impersonate any other person, you will be liable for penal action under law. We reserve the right to terminate and block your present and future participation in the Subscriptions in case of violation of these Terms or Applicable Laws.

4.12.21. Certain Subscription models may be offered on an auto-renewal basis, whereby you authorise us to collect the Subscription Fee for each successive period by way of debit to your Wallet. It shall be your responsibility to maintain sufficient balance in your Wallet for such payment. Where a Subscription model is on auto-renewal, we shall send a pre-debit notification to you in accordance with Applicable Laws prior to each renewal. You may revoke the auto-renewal at any time during a paid period. Such revocation shall take effect prospectively, and your Subscription and the benefits thereunder shall continue until the end of the period already paid for, with no refund for any unexpired portion thereof save for any benefit which we expressly communicate on the Platform shall continue to be available to you after such revocation. If a renewal payment is unsuccessful, we may re-attempt collection over such period as we may determine, and your Subscription shall stand terminated if the Subscription Fee is not successfully collected within such period.

4.13. **Benefits under the Subscriptions:**

4.13.1. **Deposit/Balance Limits:**

4.13.1.1. Notwithstanding anything contained in these Terms, subject to your risk categorisation /perception and depending on the tier of Subscription model and subject to Applicable Laws, Triotech may set certain deposit/ spending limits and/or outstanding balance limit on your Full KYC wallet.

4.13.1.2. You understand that the outstanding balance limit, and/or deposit/spending limit of your wallet is subject to the tier of subscription you have subscribed to.

4.13.1.3. The spending limits provided under Subscription models shall be the exclusive limit which shall include the amount that a user can credit and debit from the wallets, provided to them under that opted model of Subscription by the User.

4.13.1.4. These limits shall not apply in cases of refunds or chargebacks.

4.13.1.5. You understand that all spending and balance limits for all tiers of Subscription shall be within the overall limits set under RBI regulations and other applicable laws.

4.13.1.6. You understand that we may change the spending and balance limits in the future at our sole discretion. The same shall be duly intimated to you.

4.13.2. **Famcoins:**

4.13.2.1. Each user who makes Transactions through the Platform may earn certain loyalty reward points ("**Famcoins**").

4.13.2.2. As an additional benefit, we may permit the following:

(i) the conversion of Famcoins to FamCash (*defined below*) at our sole discretion. The rates of such redemption available to Users shall be determined by us at our sole discretion and based on the Subscription model chosen by the User; ***or***

(ii) participation in reward promotions made available on the Platform through Famcoins, in the manner and subject to the conditions set out under clause 4.16.9 below or any other terms as made available on the Platform. Such use shall be made available only to Users of certain Subscription model(s), as determined at our sole discretion.

4.13.2.3. Famcoins do not have any real money value and cannot be exchanged for real cash.

4.13.2.4. We reserve the right, at our sole discretion, to:

(i) change the mode of the accrual of the Famcoins or Famcoin converter;

(ii) disqualify any User, who does not meet the conditions or in case of reasons including but not limited to any misuse of the offer or fraud or suspicious Transaction/activity or under any legal requirement or Applicable Laws;

(iii) discontinue or change the converter, the applicability and usage of Famcoins or issue any new form of loyalty points offered at any time, at our sole discretion.

4.13.3. **FamCash:**

4.13.3.1. "**FamCash**" shall mean any cashback/ rewards, as determined at our sole discretion, which can only be utilised to:

(i) purchase certain Services available on the Platform itself; and/or

(ii) make certain merchant payments on the Platform; and/or

(iii) otherwise conduct such Transactions as decided by us, at our sole discretion, from time to time.

4.13.3.2. FamCash may hold value equivalent to or less than real money value however, it cannot be exchanged for real cash.

4.13.3.3. We reserve the right, at our sole discretion, to:

(i) determine/change the value of FamCash;

(ii) determine what qualifies as FamCash;

(iii) change the mode of the accrual of the FamCash;

(iv) determine/alter the usage of FamCash;

(v) disqualify any User, who does not meet the conditions or in case of reasons including but not limited to any misuse of the offer or fraud or suspicious Transaction/activity or under any legal requirement or Applicable Laws.

4.13.3.4. You understand that receiving FamCash is not a right, it may be credited at the sole discretion of the Company.

4.13.3.5. You agree and acknowledge that FamCash shall not include any amount credited to your Cashback Balance.

4.13.4. **Cashback Balance:**

4.13.4.1. "**Cashback Balance**" shall mean the aggregate of all cashback credited to you under a specific Subscription model, which shall be held for you on the Platform and shall be utilised by you only by way of redemption to your Wallet in accordance with this clause.

4.13.4.2. You understand, acknowledge and agree that:

(i) the Cashback Balance is a record of the cashback and rewards accrued by you and does not constitute a prepaid payment instrument, a deposit or an account, and cannot be used to transfer any funds or to directly make any payments or purchase any goods or services;

(ii) amounts shall be credited to your Cashback Balance only in respect of such Transactions or other activity on the Platform, at such rates and subject to such conditions as may be notified on the Platform from time to time;

(iii) amounts credited to the Cashback Balance hold value equivalent to real money and shall, upon redemption in accordance with this clause, be credited solely to your Wallet at such value;

(iv) the Cashback Balance shall be subject to a maximum limit and once such limit is reached, no further amount shall be credited to it until you redeem the existing balance;

(v) redemption shall be subject to a minimum threshold, shall be permitted in full only and not in part, and shall require you to hold an active Wallet;

(vi) each amount credited to the Cashback Balance shall carry its own validity period and shall lapse upon expiry of that period, and it shall be your responsibility to redeem the same prior to such expiry;

(vii) where a Transaction in respect of which an amount has been credited to your Cashback Balance is subsequently cancelled, reversed or refunded, we may recover the corresponding amount from your Cashback Balance; and

(viii) the credit of any amount to the Cashback Balance is not a matter of right;

(ix) the eligibility for, the manner and rate of accrual of, the manner of redemption and utilisation of, and the limits, thresholds, validity periods and other conditions applicable to the Cashback Balance shall be as determined by us and notified on the Platform, from time to time;

(x) we reserve the right to disqualify any User from earning or redeeming any amount under the Cashback Balance or to forfeit any accrued balance where the User does not meet the requisite conditions or in case of reasons including but not limited to any misuse of the offer or fraud or suspicious Transaction/activity or under any legal requirement or Applicable Laws.

4.14. **Enhanced Limits:** We may offer you enhanced spending limits ("**Enhanced Limits**") that may permit you to spend over and above your usual spending limits under a given Subscription model or otherwise. We may levy certain charges for providing you with such Enhanced Limits and would inform you of such charges through communication on the Platform. We reserve the right to label such charges as 'Boost-up Fee' or any other name/identifier that we deem necessary from time to time. We further reserve the right to set off any balance in the Wallet against any amounts that fall under the criteria of Enhanced Limits and are due for Transactions processed as per your request. We may, at our sole discretion, lay down the criteria for such Enhanced Limits and we shall reserve the right to revise/ change/ modify/ alter/ delete/ update the same. We may further choose to revoke such Enhanced Limits at our sole discretion at any point of time

4.15. Sub-Wallets:

4.15.1. We may offer you with a sub-wallet wherein you can move funds from your Wallet to the sub-wallet for purposes such as savings. We reserve the right to label this feature as 'Keeper' or any other name/ identifier/ design that we deem necessary from time to time.

4.15.2. You may move funds manually from your Wallet to such Sub-wallet. Alternatively, we reserve the right to offer you with an 'auto-save' feature, basis your Subscription model, wherein you would be able to select the amount that you wish to move to your sub-wallet each time there is a credit to your Wallet. To this end, we reserve the right to set off any balance in your Wallet basis the criteria selected by you under the 'auto-save' feature.

4.15.3. If you wish to utilise/spend/move/withdraw the funds in your Sub-wallet you may do so by moving funds from such Sub-wallet back to your Wallet at any point of time.

4.15.4. We further reserve the right to levy charges or provide such Sub-wallet to you for free. We would inform you of such charges through communication on the Platform. We shall reserve the right to revise/ change/ modify/ alter/ delete/ update the Sub-wallet. We may further choose to revoke such Sub-wallet at our sole discretion at any point of time and move the funds in your Sub-wallet to your Wallet. It is to be noted that as a user, it shall be your duty and responsibility to check the functions that you may have signed up for and the revised terms therein from time to time.

4.15.5. You understand that this Sub-wallet does not have any separate limits associated with it and that it forms a sub-part of the larger PPI limit ascribed to your full-KYC PPI wallet as applicable under Applicable Laws.

4.15.5.1. **Rewards on Sub-Wallet:** We may, at our sole discretion, offer you rewards, incentives, or benefits (in the form of FamCash, Cashback Balance or any other equivalent method) from time to time, which may be calculated based on the balance maintained in your Sub-wallet and/or other criteria as determined by us. Such rewards may be offered on a periodic basis and shall be subject to eligibility conditions, limits, and additional terms, all as determined by us at our sole discretion and communicated under these Terms and/or on the Platform. You acknowledge and agree that: (a) such rewards are promotional in nature and do not constitute interest or returns on your Wallet/ Sub-wallet balance; (b) that receiving rewards is not a right, it shall be credited at the our sole discretion; (c) we reserve the right to modify, suspend, withdraw, or discontinue such rewards, in whole or in part, at any time without prior notice; and (d) the credit, usage, and validity of such rewards (including FamCash and Cashback Balance) shall be governed by applicable terms specified under these Terms or as otherwise communicated on the Platform.

4.16. **Cashback And Rewards:**

4.16.1. Rewards are a way of adding value to the payment experience of the users. We may provide to you certain cashback or reward on various Transactions or specific purchases made using the Wallet from time to time.

4.16.2. You understand that any such cashback or reward provided by us is a promotional activity which we may decide to withdraw or change from time to time at our sole discretion. You understand that the cashback or reward cannot be claimed as a matter of right.

4.16.3. Famcoins, FamCash or Cashback Balance earned but not redeemed at the time of death of the User shall be forfeited;

4.16.4. In case of certain rewards, the Users may be required to create an account / register / sign up etc on a commercial partner's website, app or physical location to avail full benefit of the prizes offered.

4.16.5. Some prizes may be available only in specified geographies or for specified time duration.

4.16.6. We may at our sole discretion require users to provide PAN, proof of identity and proof of residence before confirming a User as the winner.

4.16.7. We may at our discretion require a user to agree to feature in any advertisement or promotional / marketing material as a condition for receiving the prize in a reward promotion.

4.16.8. We reserve the right to provide any cashback offered to you, in the form and manner determined by us, at our sole discretion, including without limitation, coupon, voucher and/or FamCash.

4.16.9. **Participation in rewards section:**

4.16.9.1. Rewards may be of various types including but not limited to spinner rewards, raffle rewards, coupon codes.

4.16.9.2. Participation in any reward promotion is completely voluntary. Users may choose to not participate in any reward promotion. We do not guarantee any prize to any winner.

4.16.9.3. The games hosted on the Platform, and made available to users, are all games of skill. While each game may feature a different level of skill element, and the threshold may vary, each game will be governed by the skill set the user demonstrates to play and achieve the outcome.

4.16.9.4. By participating in the rewards program, each User acknowledges and agrees that they are participating in a game of skill.

4.16.9.5. We award each User with a pre-designated number of loyalty points for their regular and continuous use of the Platform. The Famcoins awarded to the User are at our sole discretion.

4.16.9.6. We strictly prohibit users from purchasing Famcoins with real-world money to enter any reward promotions. None of the reward promotions involve betting or wagering real-world money.

4.16.9.7. Users must not participate in the reward promotions if they are specifically prohibited from participating by state, municipal or other local area body laws from participating in such promotions or if such reward promotions are not permitted to be offered within such jurisdictions under any Applicable Laws.

4.16.10. You understand, agree and accept that:

4.16.10.1. The rewards shall be given at our sole discretion and cannot be claimed as a matter of right or for participation.

4.16.10.2. The reward promotions are offered to the Users on an “as is” basis and without warranty or condition. The reward promotions may not be uninterrupted or error-free. Users waive all claims against us.

4.16.10.3. Selection of the winner by us or any third party partner shall be final, binding and not subject to any dispute settlement procedures.

4.16.10.4. Where the rewards are in the nature of coupons or vouchers, such coupons and vouchers shall be governed by the term and conditions of the commercial partners, including the validity, expiry, redemption of such vouchers / coupons. Users may contact the commercial partner offering the coupon or voucher for any customer support or queries, and we shall not be liable for any defects in the products provided by the partner in such rewards promotion.

4.16.10.5. We reserve the right to forfeit all Famcoins or related prizes from any user, in the event of misuse of the offer, fraud or suspicious Transaction/activity on the Platform or due to any Applicable Law requirements.

4.16.10.6. Relevant taxes (including, but not limited to Tax Deducted at Source, or GST) may be applicable on such rewards and some rewards may also incur taxes on the Users / their parents’ as well. We shall not be held liable for any deductions made while crediting or providing the rewards to the participants or for any taxes incurred by the participants / their parents relating to the rewards.

4.16.10.7. All rewards are subject to Applicable Laws, regulations, rules and restrictions, and by agreeing to these Terms, you agree to abide by such applicable laws, regulations, rules and restrictions.

4.16.10.8. All rewards shall be subject to the applicable limits in the Platform. Such limits may be modified by us at any time.

4.16.10.9. We reserve the right to decide whether reward is to be given for a particular Transaction and we may forfeit any reward at our sole discretion.

4.16.10.10. The benefits are non-negotiable, non-transferable, non-convertible and are not allowed to be exchanged for cash.

4.16.11. **Expiry of Famcoins, FamCash and Cashbacks**:

4.16.12. It shall be your responsibility to utilize, spend and redeem such Famcoins, FamCash and cashback on the Platform prior to their expiry date and we shall not be liable in case of any such Famcoins, FamCash and cashback which remain unutilized prior to a designated expiry date.

4.16.13. In cases where a Transaction or purchase for which the cashback, including FamCash, or reward is accrued is subsequently cancelled, we reserve the right to forfeit the cashback and process the refund of such Transaction or purchase only after redeeming the cashback from the refund amount. In cases where the cashback amount surpasses the refund amount, we reserve the right to withhold the entire refund amount till such cashback amount is loaded by you in the Wallet and paid back to us.

4.16.14. The issuance, eligibility, value, usage, redemption, expiry, validity, conversion maximum earnings, as may be applicable, of the Famcoins and FamCash are subject to the periodic revision and such changes are at our sole discretion. We reserve the right to modify/withdraw/expire/restrict any given rewards, Famcoins and FamCash or issue a new form of reward or cashback program/structure at any time without prior notice to you.

5. USER'S RELATIONSHIP WITH TRIOTECH:

5.1. **Who issues the products**: Triotech will issue the Wallet to you (if you successfully complete the KYC process/minimum details requirement and any other requirements that we may prescribe from time to time).

5.2. **Who holds your funds**: Triotech maintains the Wallets which hold your funds, and against which all payments and transfers are settled. So funds in your Wallet are solely held by Triotech. Ergo, when you send funds, receive funds, or make payments to merchants, Triotech debits or credits your account based on the instructions you send through the Platform.

6. FEATURES OF THE WALLETS ISSUED TO YOU:

6.1. We may offer you any or all of these types of Wallets (through the Platform):

i. Small PPI Wallet

ii. Full KYC Wallet

The features of each of these Wallets are described below. These features are subject to and may change based on changes in Applicable Law.

6.1.1. Small PPI Wallet:

i. This type of Wallet will be issued to you only after you provide minimum details.

ii. Your Small PPI Wallet will be reloadable. However, loading and reloading can only be done from a bank account or a credit card.

iii. You will not be able to load more than INR 10,000 (Indian Rupees Ten Thousand) per month and INR 1,20,000 (Indian Rupees One Lakh Twenty Thousand) per financial year to a Small PPI Wallet.

iv. The amount outstanding at any point of time in your Small PPI Wallet cannot exceed INR 10,000 (Indian Rupees Ten Thousand). We may put restrictive limits within the

permitted limits for Small PPI Wallet under applicable laws subject to our risk analysis/ categorization as per our KYC/AML and Risk Management Policy.

v. You will be able to use the Small PPI Wallet only for Person-to-Merchant transfers, i.e., to purchase goods and services. Cash withdrawal or funds transfer from the Small PPI Wallet shall not be permitted.

vi. Any transfer of funds from the Small PPI Wallet to bank accounts and other wallets of Triotech and/or any other PPI issuer is not permitted.

vii. You can close the Small PPI Wallet at any time by making a request to us through the Platform and the outstanding balance at the time of closure shall be transferred 'back to source' (i.e., the payment source from where the Wallet was loaded).

Full KYC Wallet:

i. This type of Wallet will be issued to you only after you successfully complete your full KYC.

ii. This Wallet will be reloadable in nature.

iii. The amount outstanding in your Wallet can not exceed INR 2,00,000 (Indian Rupees Two Lakh) at any point of time. We may put restrictive limits within the permitted limits for Full KYC Wallet under applicable laws subject to our risk perception/ categorisation as per our KYC/AML and Risk Management Policy.

iv. You will be able to transfer funds 'back to source' (i.e. the source from which the Wallet was loaded) or to your own bank account (after verification).

v. You will have the option to pre-register certain beneficiaries to whom you can transfer up to INR 2,00,000 (Indian Rupees Two Lakh) per month. For non-pre-registered beneficiaries you will only be able to undertake Person-to-Person Transfers of up to INR 10,000 (Indian Rupees Ten Thousand) every month.

vi. While there are no separate limits on the purchase of goods and services using your Full KYC Wallet, we may decide to set limits to such expenditure within the overall limit prescribed under Applicable Law. These limits will be communicated to you within the Platform.

vii. You can set limits on Person-to-Person Transfers (within the limits we specify).

viii. You can close the Full KYC Wallet at any time by making a request to us through the Platform. The outstanding balance at the time of closure will be transferred to your bank account or 'back to source' (i.e the source from which the Full KYC Wallet was loaded). We are entitled to call for the relevant information/documents pertaining to your bank account and/or Wallet loading source, where funds have to be transferred post closure of the Full KYC Wallet.

ix. You also have the option to pre-designate a bank account or other PPI (either issued by Triotech or some other issuer) to which the balance amount available in the Full KYC Wallet will be transferred in the event of its closure, or expiry of validity, amongst other reasons.

6.1.2. Miscellaneous:

i. No interest will be payable to you on the balance reflected in the Wallet.

ii. We can suspend/discontinue the Wallets issued to you at any time, for any cause, including but not limited, to the following:

a) For any suspected violation of RBI Regulations/Applicable Law;

b) For any violation of these Terms or the Privacy Policy;

c) For any suspected discrepancy in the particulars provided by you, information provided by you to do KYC, or documentation or Account Data provided by you;

d) To combat potential fraud, sabotage, wilful destruction, threat to national security or for any other force majeure event;

e) On account of technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;

f) On account of any transmission deficiencies;

g) If the mobile connection with which your Wallet is related is unoperational; and

h) If we believe, that cessation/suspension is necessary for any other legitimate purpose.

7. WALLET CHARGES & VALIDITY:

7.1. Any amount in your Wallet that is utilized towards making payments for any Transaction is automatically debited from your Wallet. Our responsibility is limited to debiting your Wallet and paying any merchant that you transact with. We do not endorse, promote, champion or warrant any goods or services that you buy using the Wallet.

7.2. We have the right to levy charges on any amounts loaded to the Wallet or any amounts spent/ transferred by you while using your Wallet. We will let you know what these charges are through the Platform.

7.3. We reserve the right to set off any balance in the Wallet against amounts due for Transactions processed as per your request.

7.4. We reserve the right to levy any charges /penalties/ cost/ fine and/or automatically deduct any such charges/ cost/ fine/ penalties from your Wallet on account of technical service provided to you, wallet maintenance service and/or any feature or service provided to you as part of the Platform. We shall have sole discretion to decide any such costs/ charges /penalties/ cost/ fine levied on you.

8. EXPIRY OF WALLETS AND BALANCE FORFEITURE:

8.1. You understand that Wallets with no financial Transactions for a consecutive period of 1 (one) year shall be made inactive by us.

8.2. You understand that once your Wallet has been marked inactive by us, your access/ usage to such Wallet and related Services shall stand suspended immediately.

8.3. Upon your request, we may re-activate such Wallet after conducting applicable due diligence under Applicable Law(s).

8.4. Your Wallet shall stand expired upon whichever of the following occurs first (a) you do not request for re-activation and complete the required procedure of your Wallet within 5 (five) years from the date of it is marked inactive; or (b) you do not complete the periodic updation of your KYC, as provided under Clause 16.10, within 6 (six) years from the due date communicated to you. The expiry date of your Wallet may change resulting from change in Triotech's internal policies from time to time, you shall be duly communicated on any such changes/revisions.

8.5. We shall inform you at reasonable intervals prior to the expiry of your Wallet through SMS, email or any other form of communication decided by us at our sole discretion during the 45 (forty-five) days' period prior to expiry of the validity period of your Wallet. The caution advice may be sent by in-app notifications/ push notifications/ SMS / e-mail / any other means.

8.6. Upon expiry of your Wallet, the balance present in it will be retained and not transferred to our Profit & Loss account for a period of 3 (three) years or any other timeline as per Applicable

Law. You may claim the outstanding balance at any time after expiry by requesting a refund to your bank account.

9. REFUNDS:

9.1. Refunds in case of failed/ returned/ rejected/ cancelled Transactions will be applied to your Wallet, to the extent that the payment was made initially by a debit to the Wallet, even if such refund results in exceeding the limit prescribed for that category of Wallet.

9.2. If you wish to receive a refund on an amount that has been debited from your Wallet on some other ground, please email us at grievanceofficer@triotech.co.in and explain the circumstances and your reason for the request.

9.3. If your request is valid, we will make reasonable efforts to honour the request and refund the amount in question to your Wallet subject to Applicable Laws.

9.4. Refund requests may not be entertained for Transactions that are reversed/reverted if they're processed due to some technical issue in our system or some suspicious activity found in a Transaction.

9.5. We will try to respond to your refund requests at the earliest. However, we will not be responsible for any delays which are outside our control, occur due to unforeseen circumstances, or are due to third parties such as merchants who we rely on to process your refund requests. Please note that we do not undertake any liability for the processing of the refund requests.

10. CHARGEBACKS:

10.1. You have a right to initiate a chargeback request in accordance with Triotech's policy. Please note that all processing of chargeback requests is undertaken solely by Triotech.

10.2. We reserve the right to review your account and Transaction history pursuant to a chargeback request, in order to determine the veracity of a chargeback request, including determining the occurrence of any fraud. If we have any reason to believe that there has been a fraudulent activity on your Wallet, we reserve the right to terminate, block or suspend your Wallet with immediate effect. You shall have no claims against us in this regard.

11. ACCOUNT BALANCES:

11.1. You must have money in your Wallet to be able to send or spend it. Unfortunately, if you don't, we will have to stop that Transaction from going through. You cannot have a negative balance in your Account or incur overdrafts either.

11.2. If you are found doing any activity which is fraudulent, suspicious, illegal, dubious, illegitimate, immoral or any activity which is in the nature of phishing, swishing, hacking, cracking or any activity which may result in data breach, data leak, data transfer, fraud, gross-negligence, exploitation of a technical glitch and/or loophole, misuse of the Platform, misappropriation of funds, cheating, breach of trust and/or any illegal activities or activities which in the ordinary course should not have been undertaken by you, your account may be suspended/ terminated/ restricted/ deleted/ removed by us, depending on the circumstances of such events and all the amounts present in your Wallet Account may be blocked temporarily and/or permanently, which may include any amounts/ refunds/ cashbacks/ any other amount which may be credited to your Wallet Account after such blockage/ restriction/ suspension/ deletion of your account. It is to be clarified that any such actions shall be at our sole discretion.

12. UNAUTHORISED USE OF THE PLATFORM:

12.1. Tell us at once if you believe your Wallet Account or FamApp by Trio Account has been accessed without your permission. If you feel something of this sort has occurred, please email us at support@triotech.co.in. We also have a chat feature within our Platform which you can use. The sooner you tell us about the breach, the better equipped we will be to avoid/minimise any loss.

13. FEES:

13.1. We may charge a fee for providing our Services, which we will convey to you through the Platform, (including any periodic revisions). For instance, we may charge you a fee for availing features of your Wallet Account. Rest assured that we will let you know before charging you anything.

13.2. In case of no Transaction undertaken by the User for a consecutive period of 3 (three) months, a maintenance fee of INR 50 (Indian Rupees Fifty) shall be charged to you in the fourth inactive month. Such maintenance fee shall be automatically deducted from your Wallet, and you consent to such deduction of maintenance fees from your Wallet. You understand, acknowledge and agree that such maintenance fees is subject to revision from time to time.

14. TERMINATION:

14.1. We may terminate the Services we provide at any time, for any reason, and without advance notice. This means we can stop providing you with any Services or impose new or additional limits without notifying you. However, we will always notify you when the law requires us to update you regarding any changes.

14.2. We may terminate/ suspend/ restrict your access to certain and/or all features of the Platform and/or your account on account of you performing or being involved in any activity which may be suspicious, illegal, fraudulent, deceptive or immoral etc. You acknowledge and agree that such termination/ restriction/ suspension shall be implemented without any prior notice to you. Please note that we retain all the rights to ask you to submit any additional information/ documents/ data that we may require from time to time or for the purpose of conducting our business/ due diligence/ enhanced due diligence/ internal investigations and/or for any other purposes. In the event that you fail to comply with such requirements by us, your account may be suspended/ terminated/ restricted for perpetuity by us. In the event your account or and/or your usage is terminated/ suspended/ restricted, you understand and acknowledge that any fees that may have been paid by you to purchase any product or to avail any service on the Platform shall not be subject to any refunds or adjustments, if such suspension/ restriction has been done due to your actions/ omission in violation these Terms.

15. PRIVACY AND DATA SECURITY:

15.1. *Our Privacy Policy:* The privacy of your information is important to us. Our Privacy Policy explains in detail how we manage your data when you use our Services. Please review this policy closely, because you must agree to the Privacy Policy before using our Services.

15.2. *Third Party Access:* We and our third-party service providers may use your data, including your financial information, to improve our Services. We and our third-party service providers may use anonymous, aggregate financial information to perform analytical research, engage in performance tracking or benchmarking, or to publish, distribute, or license the aggregated, anonymous research data for any purpose.

15.3. Despite our best efforts, you understand that transmissions on the internet cannot always be secure. You are responsible for safeguarding your mobile device, phone number, one-time passwords, log-in credentials and any other information used to access our Services. If you do

not take necessary safeguards you will be responsible, within limits imposed by law, for any loss associated with the unauthorized use of your Wallet Account or FamApp by Trio Account.

16. KYC VERIFICATION:

16.1. *Undertaking your KYC:* You authorize us (and/or any third party appointed by us) to facilitate and undertake your KYC process as per Applicable Law and as per Triotech's KYC/AML and Risk Mitigation Policy, which is subject to revision from time to time. This may include asking you for the documentations and information required under Applicable Laws and verifying your information/ documentation against issuing authorities, third party databases and/or any other necessary sources.

16.2. If you refuse to complete your KYC process partially/ completely or if for any reason whatsoever you are unable to complete your KYC process, whether due to technical reasons or any reasons whatsoever, we shall deny any and all the Services of our Wallet to you.

16.3. In the event of non-completion of KYC, you shall be required to duly re-initiate your KYC from the start and complete it as per Applicable Laws.

16.4. The collection, verification, audit and maintenance of the correct and updated information about you is a continuous process, so we reserve the right at any time, to take steps necessary and/or request for additional information/ documents from you to ensure compliance with all relevant and applicable KYC requirements.

16.5. You understand that in order to undertake KYC process/ verification (wherever applicable), we may take services from third party service providers and may redirect you to their platform(s) during the KYC process.

16.6. Notwithstanding anything contained herein or in the Privacy Policy, you hereby agree that we may transfer your KYC data including your account information, Transactional information, personal information to any third party with which we may enter into an arrangement.

16.7. You undertake that in the event that you have not provided your PAN Card or Form 60 to us, you have not opened any other prepaid payment instrument wallet with any other prepaid payment instrument issuer.

16.8. You understand that we reserve the right to charge you a platform fee for KYC or other related services ("**KYC Fee**"). We shall notify you of any KYC Fee chargeable prior to undertaking such KYC. The KYC Fee shall be non-refundable. We may further modify, alter, waive off or change/ increase/ decrease the KYC Fee at our sole discretion.

16.9. Notwithstanding anything contained in the Terms of Use, in the event of any conflict between the Terms of Use and Triotech's KYC/AML and Risk Mitigation Policy, the terms of the Triotech's KYC/AML and Risk Mitigation Policy shall prevail over the Terms of Use.

16.10. Triotech may subject you to periodic updation of your KYC from time to time as required under Applicable Laws. In the event you do not update your KYC details and complete the required procedure by the due date intimated to you on the Platform or through other available means, your account may stand suspended and you shall not be allowed to use the Services of the Wallet provided to you.

17. LIABILITY FOR FAILING TO MAKE TRANSFER:

17.1. We will not be liable, for instance:

17.1.1. if, through no fault of ours, your Wallet does not have sufficient funds for the Transaction or funds are unavailable for withdrawal;

17.1.2. if a computer system, or PoS terminal was not working properly and you knew about the problem when you started the Transaction;

17.1.3. if a merchant refuses to honour the payment made through the Wallet;

17.1.4. if circumstances beyond our control (including but not limited to fire, flood, terrorist attack or national emergency) prevent the Transaction, despite reasonable precautions that we have taken;

17.1.5. if you attempt to use a Physical Card that has not been properly activated; or

17.1.6. if the Physical Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe the Transaction is not authorized by you.

18. THIRD PARTY DISCLOSURES:

18.1. We may disclose the information you provide us to third parties: (i) where it is necessary or helpful for completing a Transaction; (ii) in order to comply with any law or to comply with requirements of any government agency or court orders; (iii) to service providers who administer the Wallet or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (iv) in order to prevent, investigate or report possible illegal activity; (v) in order to issue authorizations for Transactions; and (vi) as otherwise permitted by law. Please see our Privacy Policy for further details.

18.2. We may (from time to time) allow third party service providers to offer their users the ability to log-in to their websites/mobile applications through the Wallet Account log-in credentials. Parents must ensure that they: (i) have permitted the use of the Wallet Account log-in credentials to access such third party websites/applications and; (ii) monitor the use of such third party services by Minors. We do not endorse these third party websites and applications that allow you to sign in with Wallet Account log-in credentials, and take no responsibility for them.

19. INDEMNIFICATION:

19.1. You agree to indemnify, defend and hold harmless, us, our affiliates, officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to (i) your access to or use of the Platform and/or Services; (ii) your breach of these Terms and the Privacy Policy and/or any representation made while using the Platform and/or Services, (iii) your improper use of the Platform and/or Services; or (iv) your breach of any Applicable Laws or third-party rights.

19.2. As the parent or legal guardian of the minor providing consent on behalf of the Minor, you agree to indemnify defend and hold harmless, us, our affiliates, officers, directors, agents, and employees from and against any and all complaint , demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to (i) the minor's use of the Platform/and or Services; (ii) the minor's breach of these Terms and Privacy Policy and/or any representation made while using the Platform and/or Services, (iii) the minor's improper use of the Platform and/or Services; or (iv) the minor's breach of any Applicable Laws or third-party rights

20. DISCLAIMER OF WARRANTIES:

20.1. We make reasonable efforts to make the Platform and/or Services available, but we make no representations or warranties regarding the same, including the time needed to complete Transaction processing because this is dependent on many factors outside our control.

20.2. The Platform only helps you gain access to your Wallet. We are not liable for any losses that may occur as a result of the acts or omissions of any other third party service providers.

20.3. The Platform and Services are provided on an "as is" basis without any representation or warranties, express or implied except otherwise specified in writing. We do not warrant the quality of the Services or the Platform, including its uninterrupted, timely, secure or error-free provision, continued compatibility on any device, or correction of any errors. In no event shall we or any of our affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees or agents be liable for any special, incidental, punitive, direct, indirect or consequential damages or losses suffered as a consequence of a breach of the Terms by another user or arising out of the use of, or the reliance on, any of the Services or the Platform.

20.4. We do not allow the transfer of Famcoins or any such similar activity relating to the Famcoins which involves the payment of certain consideration, any such communication if received should not be entertained and reported promptly to support@triotech.co.in.

20.5. Please note that we shall make reasonable efforts to ensure that all information displayed on the Platform for all products and Services reflects the latest prices. However, we shall bear no liability or costs in case of any losses or costs incurred due to outdated information displayed, due to changes to prices by third party vendors or service providers where we are dependent on such third party vendors or service providers for timely updates. We urge you to check with the mobile operators (in case of recharge based services) or other service providers (in any other case) to also independently verify the prices or information displayed.

21. LIMITATION OF LIABILITY:

21.1. You agree that access and use of the Services is at your own risk. Except as required by law, you agree that we will not be liable for any harms arising out of your use of the Services, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses, even if we have advised you of the possibility of such harms.

21.2. In the event any exclusion contained herein is held to be invalid for any reason and we or any of our affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability shall be limited to INR 5000 (Indian Rupees Five Thousand).

21.3. These Terms are intended for users within the territory of India and govern your rights as per Applicable Laws within the territory of India. However, in the event you fall under a jurisdiction outside the purview of Indian law, we will not be liable for any claim, action and/or right initiated/exercised by you as per the extant laws of that jurisdiction. Therefore, we request you to kindly use the Platform accordingly.

22. OBLIGATIONS AND RESTRICTIONS ON YOU:

22.1. *No scaling or jeopardizing our platform:* You agree to not interfere with or use non-public areas of our Platform and our technical delivery system. You will not introduce any trojans, viruses, any other malicious software, any bots or scrape our Platform for any user information. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. If you tamper or attempt to tamper with our technological design and architecture, we may terminate your Wallet Account. We may further report such actions to the appropriate law enforcement authorities and initiate legal action. We further reserve the right to set off any monies owed to us from your wrongful use of the platform and/or from your abusing any system vulnerability.

22.2. *No commercial usage:* You shall use the Services only for your lawful and personal use.

22.3. *No illegal usage:* You shall not use the Platform or the Services for committing fraud, embezzlement, money laundering or for any other unlawful and/or illegal purposes. Further,

you undertake not to host, display, upload, modify, publish, transmit, store, update or share any information over the Platform that:

i. belongs to another person and to which the user does not have any right;

ii. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting, or harassing on the basis of gender, libellous, racially, or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

iii. is harmful to children;

iv. infringes any patent, trademark, copyright, or other proprietary rights;

v. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

vi. impersonates another person;

vii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

viii. contains software virus or any other computer code, file or program designed to interrupt, destroy, or limit the functionality of any computer resource;

ix. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person;

x. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;

xi. violate the Terms contained herein or elsewhere and/or the Privacy Policy; and

xii. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

22.4. *Duty to provide true information:* The information you provide is used by us to determine your eligibility and continuing use of your Wallet. It is critical that all information you provide to us is true, complete, not misleading and is regularly updated by you. If all or any part of this information is incorrect, incomplete or misleading, it would be a breach of these Terms and a violation of the law. We may approach appropriate authorities to initiate legal action against you. You must further ensure that you do not do anything that can make the information provided by you incorrect, incomplete or misleading at a later date. If you discover any information provided is incorrect, incomplete or misleading, then please write to our Grievance Officer (details given below) immediately.

22.5. *Duty to be responsible:* Considering the nature of the Platform and Services provided, please ensure that you keep your mobile device safe. You are solely responsible for all activities that occur under your credentials on the Platform and for any amounts debited from or credited to your Wallet. You should keep your password safe and not disclose your Wallet Account details to any third party or share your Wallet Account with any third party. If you think someone has gained access to your Wallet Account or your Wallet Account without your permission, please contact our Grievance Officer immediately.

22.6. *Ensure compatibility and keep updated:* You must ensure that you keep updating the Platform as and when we release new versions of it. Failure to do so may make you incapable of using the Platform and our Services.

22.7. *Refunds or reversals of accidental Transactions:* In the event that there is an accidental remittance or credit to your wallet due to a technical default, glitch, or on account of any unauthorized access to the systems, we reserve the right to reverse any such Transactions and to further claim any monies that may be due to us. We shall in no event be liable to you and you shall have no claim against such accidental or additional remittance to your account.

23. FORCE MAJEURE:

23.1. Without limiting the foregoing, under no circumstances shall we be held liable for any damage or loss due to a deficiency in provision of the Services resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots.

24. INTELLECTUAL PROPERTY:

24.1. All of the content on the Platform, including, all images, illustrations, graphics, video clips, text, reports generated, trademarks, as well as the underlying code of the Platform ("**Platform Content**"), constitutes our intellectual property.

24.2. We give you a limited, non-transferrable, non-sub-licensable and revocable license to access the Platform, avail of the features of the Platform for your personal, lawful requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Platform Content, features or facilities, directly or indirectly, without our prior written permission.

24.3. The trademarks, logos and service marks displayed on the Platform ("**Marks**") are our property or other respective third parties, as the case may be. You are not permitted to use the Marks without our prior consent or the third party that may own the Marks.

25. DATA PROCESSING AND PROTECTION:

25.1. By onboarding and providing any details to us, the User (and his/her Parent) consents to us creating, maintaining and updating data that is personal to the User. Such data includes (a) information provided at the time of entering the Platform or receiving the any benefits or services (or at any time thereafter) as well as; (b) all activities-related data, including, usage, manner, timing, trend, behavioural data, rewards earned, etc. collected and retained by us by virtue of your participation in the Platform.

25.2. We reserve the right to disclose any and all information received from you under the Subscription or any activities-related data, without any prior intimation to the User, if such disclosure is required by Applicable Law, including disclosures to regulatory authorities or for the purposes of providing services to the Users or in relation to our marketing or promotional activities.

25.3. Our usage and retention of data is also governed by the Privacy Policy.

26. GOVERNING LAW AND ARBITRATION:

26.1. These Terms and any action related thereto will be governed by Applicable Law. Any disputes arising out of or related to these Terms and/or the Platform, or the Services (collectively, "**Dispute**") shall be referred to and finally resolved by arbitration, held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendment or modification thereto. The arbitral tribunal shall consist of a sole arbitrator appointed by us. The seat and venue of arbitration shall be Bangalore. The award and decision of the arbitrator

shall be final and binding on all parties. The language of the arbitration proceedings shall be English. Each party shall bear its own expenses and costs in relation to the arbitral proceedings, unless otherwise stated in the award.

27. OPT-OUT REQUEST:

27.1. In case you do not want to continue using our Platform and the Services and want to deactivate your Wallet Account, and/or unsubscribe from the mailing lists, or you do not agree with any provision of these Terms and wish to opt out of receiving our Services, please contact us at support@triotech.co.in. However, requests for deactivating a Family may only be accepted when communicated by the Parent of a Family.

28. ELECTRONIC COMMUNICATION:

28.1. By using our Platform, you consent to receiving communications from us electronically. We may communicate with you by email, push notifications (on the Platform) and SMS. You agree that all electronic agreements, notices, disclosures and other communications satisfy any requirements under Applicable Law and that such communications are in writing. Please let us know if the information you share with us (including your email address and other contact details) changes. Our emails to you will be sent to the email address you last provided us, that is, if you shared your email address with us through the Platform. We will assume that you have received the email once it is sent from the outbox of our email address.

28.2. We reserve the right to levy an SMS fee ("**SMS Fee**") for any SMS communications shared with you by us. We will set the criteria, including but not limited to amount of transaction, for determining the SMS Fee. We will let you know what these charges are through the Platform. We shall have sole discretion to decide any such costs/ charges /penalties/ cost/ fine levied on you.

29. REGULATORY CHANGES:

29.1. You understand and agree that we may have to modify the Services as well as the Platform on account of any regulatory changes. In such case, if you become incapable of using all or any part of the Platform or the Services, we shall not be liable to you in any manner.

30. THIRD PARTY CONTENT AND ADVERTISEMENTS:

30.1. We may, from time to time, display offers, services, products and advertisements from third parties on our Platform for your benefit. However, this does not mean we endorse these third parties or their products and services. If you accept any of the products or services of such third parties, such arrangement shall be solely between you and the third party. We will not be liable in any manner for such products or services of such third parties.

30.2. We make no warranties, guarantees or representations as to the control, accuracy, completeness or quality of any information on such advertisements. We shall not be held liable or responsible for any advertisements displayed during the use of the Platform and any content in such advertisements.

31. PAYMENTS USING YOUR BANK ACCOUNT

31.1. We may offer a feature that allows you to link your existing bank account with your Wallet to make payments in a single, streamlined process.

31.2. To enable the above said feature, we may utilise services provided by select third parties. During the bank account linking process, or any subsequent processes thereafter, you may be required to furnish certain data to these third parties. Your use of this feature implies your consent to share such data points with these third parties. You further acknowledge and understand that we may not have access to these data points, and any information sharing is exclusively between you and the relevant third party. You understand that we are solely facilitating your usage of this feature and assume no responsibility for any issues related to the same. We explicitly disclaim any warranties, guarantees, representations, or liability associated with this feature. In the event of any claims or concerns related to the performance or conduct of these services, such claims should be directed to the relevant third party. We may offer assistance in providing information to help you raise a complaint against such third parties through our support email address set out below.

32. CUSTOMER SUPPORT AND GRIEVANCE REDRESSAL:

32.1. In order to address any questions or grievances that you may have regarding the use of your Wallet Account, please contact our Grievance Officer:

Name: Manan Manocha

Office hours: 12 noon to 7 PM.

Email address: support@triotech.co.in

If however, you want to register a complaint in relation to your use of the Wallet Account, please refer to Triotech's Customer Grievance Redressal Policy given at triotech.co.in. This policy captures the grievance redressal mechanism available to you in relation to your Wallet Account. It will tell you how to escalate your complaints and obtain a resolution. Triotech will treat your complaints in a transparent and fair manner and in accordance with Applicable Law. Further, please find below the escalation matrix for resolving grievances.

Escalation Matrix			
Level	**Designation**	**Contact Details**	**Estimated TAT for resolution/ additional information**
1	Customer Support Agent	Email id – support@triotech.co.in	Within three (3) business days from the date of complaint
2	Customer Support Manager	Name: Amarnath Subbu raj Email id – care@triotech.co.in	Within five (5) business days from the date of complaint
3	Customer Grievance Officer	Name: Manan Manocha, Secondary Nodal Officer Email id – grievanceofficer@triotech.co.in	Within seven (7) business days from the date of complaint

4	Principal Nodal Officer	Name – Ms. Richa Khandelwal, Nodal Officer Email id – nodalofficer@triotech.co.in	Within fifteen (15) business days from the date of complaint
5	RBI Ombudsman	Website: https://cms.rbi.org.in Email id: CRPC@rbi.org.in (complaint to be shared in the prescribed format) Letter: 'Centralised Receipt and Processing Centre' set up at Reserve Bank of India, 4th Floor, Sector 17, Chandigarh – 160017 (complaint to be shared in the prescribed format) Toll-free number – 14448 (9:30 am to 5:15 pm)	The customer can reach out to the RBI Ombudsman if the complaint is not resolved within a period of thirty (30) business days by the Company

33. GENERAL PROVISIONS:

33.1. *Assignment:* You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign or transfer any right or obligations that accrued in our favour, at our sole discretion, without any restriction.

33.2. *Waiver:* Unless otherwise stated expressly, any delay or failure in our exercising any rights/remedies arising out of these Terms and/or other policies available on the Platform, shall not constitute a waiver of rights or remedies and no single/partial exercise of any rights or remedies, hereunder, shall prevent any further exercise of the rights/remedies by us.

33.3. *Survival:* You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, governing law & arbitration shall survive the efflux of time and the termination of these Terms.

33.4. *Severability:* If any provision of these Terms is held illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any such provision held invalid, illegal or unenforceable shall be substituted by a provision of similar import reflecting the original intent of the parties to the extent permissible under Applicable Law

34. ANTI-BRIBERY AND ANTI-CORRUPTION

34.1. You represent, warrant and covenant to us that: (i) You have not (i) used or shall use any funds received under any cashbacks or rewards or under any product or service provided by us for any unlawful or illegal payment to any foreign or domestic political parties or such other organisation bearing similar objective; (ii) violated or is in violation of any applicable anti-corruption or anti-bribery laws in India including the Prevention of Corruption Act, 1988, as amended; (iii) violated or is in violation of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977 as amended, or the U.K. Bribery Act, 2010, or any other similar law in any other jurisdiction; (iv) taken or is receiving any offer, payment, gift or anything else of value knowing that all or some portion of what is taken will be used in violation of the provisions of the enactments specified above.

34.2. Without limiting the foregoing You represent and warrant that You are, directly or indirectly, not (i) subject to any sanctions enforced by the United States Department of the Treasury's Office of Foreign Assets Control (constituted under the laws of the United States of America) ("OFAC"); (ii) named in any of the sanctions list issued by the OFAC, including the OFAC Specially Designated Nationals List (SDN), Consolidated Sanctions List and the Additional OFAC Sanctions List, as amended and updated from time to time; (iii) have entered into a Transaction with, or directly or indirectly lent, contributed or otherwise made available funds to any person/entity (or its affiliates, joint venture partners etc.) who falls or would otherwise fall under (i) and (ii) of this sub-clause. The laws and regulations referred to under this sub-clause and the preceding sub-clause shall collectively be referred to as "Improper Payment Laws".

34.3. You shall be in compliance with the United States of America's (and any other applicable nation's/territory's) regulatory framework on economic sanctions and export control including laws, rules, regulations, notifications, circulars, directions, advisories, mandates or any official document promulgated/issued by OFAC. You shall immediately notify us if You become aware of any situation that leads or may lead to a breach of this entire Clause 34.

35. POLITICALLY EXPOSED PERSONS

35.1. By continuing usage of the Wallet and Services, you hereby represent that you are not a Politically Exposed Person ("**PEP**") as defined by the RBI. PEP are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States/Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc.

35.2. You agree and undertake to immediately notify us in circumstances where your PEP status changes, or you become related to a PEP. You should promptly notify us in writing to ensure that appropriate steps are taken in accordance with applicable laws and our policy. You further understand that as a PEP you will be subject to additional customer due diligence requirements as determined by the regulators. As a PEP you hereby agree to fully comply with all the aforesaid additional customer due diligence requirements as well as cooperate with us to complete all continuing compliance requirements applicable to a PEP as will be notified to you by us to ensure uninterrupted use of the Wallet.

Annexure 1

Service offering and Charges for Various Services

Type of Service	Fees (Amount in INR)
ATM withdrawal fee	29 (twenty nine) per withdrawal
Wallet load from debit/credit card fee	3% of the amount loaded per wallet load
Maintenance fee for User's Wallet being inactive for a continuous period of 3 (three) months	50 (fifty) per month from fourth month onwards + GST
Such other fees as maybe charged from time to time for different services in the Platform	As may be notified to the User on the Platform