
Terms and Conditions

These terms and conditions (“**Terms**”) have been entered into between **Digio Internet Private Limited** (“**Digio**”, “**Company**”, “**we**”, or “**us**”) and Customer (“**you**” or “**your**”) for the Services (*defined below*) offered by us. The Terms govern the access to and use of the Digio mobile application and website (“**Platform**”) and access to our Services. Electronic acceptance to these Terms is considered to have been taken from you when you click on the “I Agree” button in the “Terms & Conditions” on the Platform. By acceptance of these Terms you acknowledge and complete your registration with Digio.

These Terms also include our privacy policy, available at <https://user.digio.link/> (“**Privacy Policy**”), and any guidelines, additional terms, policies, or disclaimers made available or issued by us from time to time. These Terms may be amended by us in accordance with the provisions hereunder, and the Terms, as amended from time to time, shall apply to you.

These Terms constitute a binding and enforceable legal contract between Digio and you.

If you represent an entity, organisation, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organisation, or legal person to these Terms, and your acceptance of these Terms implies acceptance by such relevant organization/institution.

By using the Services of the Platform, you agree that you have read, understood, and are bound by these Terms, and that you comply with the requirements listed here. If you do not agree to all of these Terms or to comply with the requirements listed herein, please do not access the Platform or use the Services.

1. DEFINITIONS

1.1. “**AA Master Directions**” shall mean the Master Direction - Non-Banking Financial Company - Account Aggregator (Reserve Bank) Directions, 2016 as amended, revised, or updated from time to time.

-
- 1.2. “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permits, licenses, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any regulatory authority.
 - 1.3. “**Financial Information**” shall have the same meaning ascribed to it in the AA Master Directions.
 - 1.4. “**Financial Information Provider**” shall have the same meaning as ascribed to it in the AA Master Directions.
 - 1.5. “**Financial Information User**” shall have the same meaning as ascribed to it in the AA Master Directions.
 - 1.6. “**Financial Sector Regulator**” shall have the same meaning ascribed to it in the AA Master Directions;
 - 1.7. Words that are capitalised within the Terms but not defined in this Clause 1 shall have the meaning ascribed to them in the specific clause.

2. SCOPE

2.1. Through our Platform, you may:

- a. retrieve, view, consolidate and share Financial Information that is available with Financial Information Providers; and
- b. present your Financial Information to Financial Information Users.

2.2. The above services offered by us through the Platform are referred to as “**Services**” (which term also includes the provision of the Platform to you).

-
- 2.3. For us to render the Services to you, you hereby authorise and appoint us as your agent with limited power to access, fetch or retrieve, with your consent, your Financial Information, sensitive personal information, from Financial Information Providers.
 - 2.4. The provision of any or all the Services is subject to Applicable Laws in India. Further, the provision of any or all of the Services is subject to the sole discretion of the Company and its availability on the Platform. Please check our Platform to confirm if any particular Services are available.
 - 2.5. Pursuant to Clause 7 of these Terms, you may revoke your consent at any point of time.
 - 2.6. We presently do not charge you any fees for your use of the Services. However, we reserve the right to charge you for the Services in the future. Should we intend to charge you for the Services, the fees shall be in line with our pricing policy available on our Platform. Additionally, any fees in the future shall be levied prospectively and you will be provided a prior written notice in such case.

3. ELIGIBILITY

- 3.1. Use of the Platform is available only to those individuals and organizations who can form legally binding contracts under Applicable Law in their respective jurisdictions.
- 3.2. If you are a minor, i.e., under the age of 18 years, you shall not register as a user of the Platform and shall not use the Platform.
- 3.3. The Company reserves the right to terminate your membership and/or refuse to provide you with access to the Platform if it is brought to the Company's notice or if it is discovered that you are under the age of 18 years.

4. PROFILE CREATION

- 4.1. To avail the Services, you will be required to create a profile on the Platform (“**Profile**”). In addition to setting up a username and password to create the Profile, you will be required to furnish certain details, including but not limited to phone numbers and other personal information.

- 4.2. You are solely responsible for maintaining the security and confidentiality of your username and password and agree to immediately notify us of any disclosure or unauthorised use of your Profile or any other breach of security with respect to your Profile.
- 4.3. You expressly agree to be liable and accountable for all activities that take place through your Profile. We shall in no manner be liable for any unauthorised access to your Profile.
- 4.4. You acknowledge and accept that the Company has not independently verified the information provided by you. The Company shall in no way be responsible or liable for the accuracy, obsolescence, or completeness of any information provided by you.
- 4.5. If you provide any information that is untrue, inaccurate, obsolete, or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, obsolete, or incomplete, the Company reserves the right to suspend or terminate your Profile and refuse any and all current or future use of the Services by you.
- 4.6. You agree and understand that you will be solely responsible for maintaining the confidentiality of your password, which, together with your login ID, allows you to access the Services. The Company shall not be liable for any leak of information on your part and the consequences of the same. You agree to immediately notify us of any disclosure or unauthorized use of your credentials or any other breach of security concerning your Profile.
- 4.7. By providing us with your email address and mobile number, you agree to receive all required notices, notifications, and information electronically on that email address or mobile number. It is your responsibility to update any changes to your email address and mobile number.
- 4.8. If you become aware of any unauthorized use of your Profile, you agree to notify us immediately at the customer service helpdesk, the details of which are available on the Platform. The Company shall not be liable for any unauthorized use or access unless it is proved that such unauthorized use or access occurred solely due to reasons directly attributable to Company.

5. KNOW YOUR CUSTOMER (“KYC”)

- 5.1.** We may be required to undertake certain KYC processes in relation to users of the Platform who intend to avail certain features of the Services. In this regard, from time to time, we shall require you to upload information and documents that may be necessary to ascertain your eligibility to use certain features of the Services (“**KYC Documents**”).
- 5.2.** You authorise us, and any third-party service provider we may engage with, to process your KYC Documents and ascertain your eligibility. Any processing undertaken by us shall be in accordance with our Privacy Policy. You agree that you may be subject to additional terms of service in the event a third party processes information under this Clause. Further, in the event any additional information, data, or documentation is required to determine your eligibility (collectively, “**Additional Information**”), you hereby agree to share such Additional Information promptly upon request, and further, authorise us to process such Additional Information.
- 5.3.** You agree and warrant to provide true, complete, and up-to-date KYC Documents and Additional Information. You further acknowledge that:
- a. any false or misleading information provided in this regard shall constitute a material breach of these Terms, and
 - b. your access to certain features of the Services may be limited or denied if you fail to share KYC Documents and Additional Information.

6. OUR OBLIGATIONS

- 6.1.** We shall provide the Services to you on the basis of your explicit consent.
- 6.2.** We shall ensure that the provision of Services to you is backed by appropriate agreements and/or authorisations between us, you, and the Financial Information Providers.

-
- 6.3. We do not store any Financial Information that relates to you and which we may process in connection with the Services, and none of your Financial Information that is accessed by us from the Financial Information Providers shall reside with the Company.
 - 6.4. We shall not use the services of a third-party service provider for undertaking the business of account aggregation.
 - 6.5. We shall ensure appropriate mechanisms for proper customer identification.
 - 6.6. We shall not access your user authentication credentials relating to accounts with various Financial Information Providers.
 - 6.7. We shall share information with the Financial Information User as authorized by you in accordance with the terms of the consent provided by you.
 - 6.8. We shall not use or access your Financial Information other than for performing Services as explicitly requested by you.

7. CONSENT ARTEFACT AND USE OF INFORMATION

- 7.1. Notwithstanding anything to the contrary hereunder and in accordance with the AA Master Directions, we do not store any Financial Information pertaining to you, except to the extent necessary to make the Financial Information available to you or, upon your consent, to a Financial Information User.
- 7.2. We do not retrieve, share, or transfer your Financial Information without your explicit consent. The Company shall perform the function of obtaining, submitting, and managing your consent in accordance with the AA Master Directions.
- 7.3. The provision of our Services enables you to provide your consent to the disclosure and transfer of your Financial Information. At the time of obtaining consent, you choose the Financial Information to be shared with the Financial Information User, the period for which it is shared and the purpose for which it is shared. Consent is collected and confirmed through the use of a consent artefact, which will require you to confirm the following datasets:

- a. your identity and contact information;
 - b. the nature of the information requested;
 - c. purpose of collecting such information;
 - d. the identity of the recipients of the information;
 - e. the consent creation date, the date of expiry of the consent, and your signature/digital signature; and
 - f. any other information that may be required under Applicable Law.
- 7.4. At the time of obtaining consent, the Company shall inform you of all necessary attributes to be contained in the consent artefact as mentioned above and your right to file complaints with relevant authorities in case of non-redressal of grievances.
- 7.5. You may, at any point in time, revoke all or any of your consent(s) provided to us through the consent artefact to obtain any Financial Information that relates to you. Upon revocation, a fresh consent artefact shall be shared with the Financial Information Provider in the event that you wish to share your Financial Information.
- 7.6. You may, at any point in time, access a record of the consents provided by you and the Financial Information Users with whom the Financial Information has been shared on the Platform.
- 7.7. You agree that we may, in accordance with our Privacy Policy, collect and use your personal information and technical data and related information.
- 7.8. Subject to our Privacy Policy, we may use information and data pertaining to your use of the Services for analytics, trends' identification, and statistics to further enhance the effectiveness and efficiency of the Platform.

7.9. Subject to Applicable Law, we may be directed by law enforcement agencies or the government and related bodies to disclose data related to you in connection with criminal proceedings. You understand and agree that in such instances, we shall have the right to share such data with relevant agencies or bodies.

8. YOUR RESPONSIBILITIES

8.1. You represent and warrant that all information that is provided through or in relation to the Services is complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while you avail the Services. Should any information that you provide change during the existence of these Terms, you undertake to immediately bring such change to our notice. We do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.

8.2. You shall be solely responsible for ensuring compliance with Applicable Law and shall be solely liable for any liability that may arise due to a breach of your obligations in this regard.

8.3. You shall extend all cooperation to us in our defence of any proceedings that may be initiated against us due to a breach of your obligations or covenants under these Terms.

8.4. You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you shall not:

- a. use the Services to transmit any data or send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- b. use any robot, spider, other automated device, or manual process to monitor or copy the Platform or any portion thereof;

-
- c. engage in the systematic retrieval of content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory;
 - d. use the Services in:
 - i) any unlawful manner,
 - ii) for fraudulent or malicious activities, or
 - iii) in any manner inconsistent with these Terms; and/or
 - e. violate Applicable Law in any manner.
- 8.5. You warrant that you shall not engage in any activity that interferes with or disrupts access to the Platform.
- 8.6. You shall not attempt to gain unauthorised access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of our servers, or through the Platform, by hacking, password mining, or any other illegitimate means.
- 8.7. You hereby authorize the Company to block usage of your Profile under circumstances when operation of the Profile may be considered as detrimental to the interests of the Company/other stakeholders such as Financial Information Providers/Financial Information Users/other users. The decision of the Company in this regard shall be final.

9. INTELLECTUAL PROPERTY

- 9.1. All rights, title, and interest in and to the Platform and Services, including all intellectual property rights arising out of the Platform and Services, are owned by, or otherwise licensed to us. Subject to compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sub licensable, royalty free, revocable, and limited licence to use the Platform and Services in accordance with these Terms and its written instructions issued from time to time.
- 9.2. Except as stated herein, none of the materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted, or transmitted in any form or by any means, including but not limited to, electronic, mechanical,

photocopying, recording or other means, without the prior express written permission of the Company. Save and except with Company's prior written consent, you may not insert a hyperlink to the Platform, or modify / alter any information or materials contained in the Platform.

- 9.3.** Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or licence to our or any third party's intellectual property rights. No license or other such right is granted per these Terms and your access to and/or use of the Platform should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademarks, service marks or logos appearing in the Platform without the prior written consent of the Company or the relevant third party proprietor thereof.
- 9.4.** We may request you to submit suggestions and other feedback, including bug reports, relating to the Platform or Services from time to time ("**Feedback**"). We may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.

10. TERM AND TERMINATION

- 10.1.** These Terms shall remain in effect unless terminated in accordance with the clauses stipulated hereunder.
- 10.2.** We may terminate your access to or use of the Services, or any portion thereof, immediately and at any point, at our sole discretion if you violate or breach any of the obligations, responsibilities, or covenants under these Terms, or when you cease to become a user of our Services.
- 10.3.** Upon termination of these Terms:
- a. the Profile will expire;
 - b. the Services will "time-out", i.e. you will no longer have access to the Services; and

-
- c. these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

11. DISCLAIMERS AND WARRANTIES

11.1. We do not warrant the accuracy, suitability, or correctness of any Financial Information that is made available on or through the Services.

11.2. The Platform and the Services are provided by us on an “as is” basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, we make no warranty that:

- a. the Platform or the Services will meet your requirements or expectations, or that your use of the Services will be uninterrupted, timely, secure, or error-free; and/or
- b. any errors or defects in the Platform will be corrected.

11.3. No advice or information, whether oral or written, obtained by you from us shall create any warranty that is not expressly stated in the Terms.

11.4. You hereby accept full responsibility for any consequences that may arise from your use of the Services, and expressly agree and acknowledge that we shall have absolutely no liability in this regard.

11.5. To the fullest extent permissible by law, we, our affiliates, and related parties each disclaim all liability towards you for any loss or damage arising out of or due to:

- a. your use of, inability to use, or availability or unavailability of the Services;
- b. the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction or unauthorised access to our records, programmes, services, server, or other infrastructure relating to the Services; or

-
- c. the failure of the Services to remain operational for any period of time.
- 11.6. To the maximum extent under Applicable Law, you agree to waive, release, discharge, and hold harmless us, our affiliated and subsidiary companies, their parent companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of the Services.
- 11.7. Further, all Financial Information obtained from Financial Information Providers may be based on delayed feeds and may not reflect the real-time/rates. The Company shall not be responsible for any errors or delays in the Financial Information provided to end users as part of its Services or for any actions taken by end users in reliance thereon.

12. INDEMNITY

You agree to indemnify, defend at our option, and hold us, our parent company, subsidiaries, affiliates, and their officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees) due to or arising out of your access to the Services, use of the Services, violation of these Terms or any infringement of these Terms by any third party who may use your Profile to access the Services.

13. MODIFICATION

We reserve the right at any time to add, modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without cause. We shall not be liable for any such addition, modification, suspension, or discontinuation of the Services. The changes may be periodically intimated to you and your continued use of the Services indicates your agreement to the modifications.

14. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

- 14.1. These Terms shall be governed by and construed and enforced in accordance with the laws of India. You agree that all claims, differences, and disputes arising under or in connection with or in relation hereto the Platform and these Terms entered into on or through the

Platform or the relationship between you and Company shall be subject to the exclusive jurisdiction of the courts at Bengaluru.

14.2. Any controversies, conflicts, disputes, or differences arising out of these Terms shall be resolved by arbitration in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (one) arbitrator appointed by us. The language of the arbitration shall be English.

14.3. The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need to basis or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties hereto.

14.4. Each party to the arbitration shall bear its own costs with respect to any dispute.

15. GRIEVANCE REDRESSAL

To exercise any of the rights or for sharing any grievance or queries, please write us an email at support@digio.link as per the details provided below.

Designation: Grievance Officer

Address: J 304, Bren Avalon Chinnapanahalli Doddanekundi, Bangalore

Contact Number: 9535536823

16. LIMITATION OF LIABILITY

16.1. In no event shall the Company be liable for any special, incidental, punitive, indirect or consequential damages whatsoever (including but not limited to damages for loss of profits, loss of confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatever) arising out of or in any way related to the use of or inability to use the Services, or failure to provide support or other services, information and related content through the software or Platform, or otherwise arising out of the use of the Services, even if the end-user or any supplier has been advised of the possibility of such damages.

16.2. In no event shall the Company's maximum aggregate liability to you in respect of Services and the Platform, whether direct or indirect, exceed the payment made to the Company by you. We shall have no liability to you if we are prevented from or delayed in performing our obligations due to force majeure events.

17. MISCELLANEOUS PROVISIONS

17.1. Entire Agreement: These Terms represent the complete and exclusive understanding between you and the Company regarding your use of Services and/or the Platform, and supersedes any prior purchase order, confirmation, advertising, representation, or other communication.

17.2. Severability: If any provision of these Terms is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of these Terms, which shall remain valid and enforceable.

17.3. Assignment: You shall not license, sell, transfer, or assign your rights, obligations, or covenants under these Terms in any manner without our prior written consent. We may grant or withhold this consent at our sole discretion and subject to any conditions we deem appropriate. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, or to any successor in interest of any business associated with the Services without any prior notice to you.

17.4. Notices: Company may provide you with notices and communications by e-mail, SMS, push notifications, regular mail, or postings on the Platform or by any other reasonable means. Except as otherwise set forth herein, any notice, request, demands or determinations for us under these Terms must be sent by courier or registered mail and addressed to the Grievance Redressal Officer.

17.5. Third Party Rights: No third party shall have any rights to enforce any terms contained herein.

17.6. Force Majeure: We shall have no liability to you if we are prevented from or delayed in performing our obligations or from carrying on our business by acts, events, omissions, or accidents beyond our reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.