

Capital First Ltd: Terms and Conditions

1. DEFINITIONS

For the purposes of the Terms and Conditions, capitalized words shall have the meaning as set-out herein below.

"Applicable Laws" shall mean, any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of the Loan or thereafter and in each case as amended.

"Borrower" means an individual (including his/her legal representatives, administrators, executors and heirs, and shall be construed so as to include his/her permitted assigns and permitted transferees) who shall mean the existing Borrower/s of Capital First to whom CFL Moneykit Card is issued by DCB in coordination with Moneykit and Capital First.

"Bounce Charges" means an amount payable by the Borrower to CFL as a penalty where the ECS/ NACH/such other instrument suitable and accepted for Outstanding payment is returned/dishonoured.

"CFL" shall mean Capital First Limited.

"Charges for prepayment" means an amount payable by the Borrower to CFL as a penalty for pre-payment of the Loan.

"DCB" shall mean DCB Bank Limited

"ECS" or "NACH" refers to electronic clearing services or electronic payment services, participation in which has been consented to in writing by the Borrower, for facilitating the payment of EMI, upfront fees and other applicable charges to CFL in connection with the Loan availed by the Borrower.

"CFL Moneykit Card" shall mean a VISA prepaid card issued by DCB in coordination with Moneykit and CFL.

"Equated Monthly Installments" or "EMI" shall mean the amount payable every month by the Borrower to CFL comprising of upfront fees, other charges and other applicable taxes including but not limited to Goods and Service Tax("GST");

"Loan" shall mean the loan availed by the Borrower from CFL in connection with the purchase of the Product by the Borrower using CFL Moneykit card.

"Product" shall mean specified consumer durables, digital, life style products and such other products and/or services as may be approved by CFL in its sole discretion from time to time.

"Penal Charges" means an additional charge payable by the borrower to CFL as a penalty in case of delay in payment of EMI.

"RBI" shall mean the Reserve Bank of India.

"Moneykit" means Sienna Systems Resources Private Limited

2. SCOPE

CFL Moneykit Card and loan on transaction:

a) CFL Moneykit Card is issued by DCB in coordination with Moneykit and CFL, and the card is not transferable. The usage of the CFL Moneykit Card is subject to the specific terms and conditions and any stipulated changes/prescribed conditions as per the CFL's policy and Applicable Law from time to time. This Card comes with a pre-set limit using which Borrower can do the transaction at any of the POS terminal or online portal(s) where Visa card is accepted. Every transaction done by the Borrower is booked as a loan by CFL. CFL at its sole discretion shall be entitled to withdraw or amend the limit assigned to a Borrower at any point of time without assigning reason thereof.

b) The Loan may be granted to the Borrower as per the terms of this Terms and Conditions duly accepted by the Borrower. The Loan will be granted in the sole discretion of CFL.

c) The Borrower agrees that:

(i) Any consent/communication provided by the Borrower to CFL shall be deemed as a valid and authentic consent/communication by the Borrower, and CFL shall not be liable for any error on the Borrower's part or on the part of the mobile service provider.

(ii) That the Terms and Conditions may be amended and/or modified and/or supplemented from time to time due to any reason including due to any change in the market conditions and the Borrower shall be obligated to comply with such revised conditions. The revised terms under the Terms and Conditions may be accessed and downloaded by the Borrower from the CFL Moneykit Mobile Application. Such revised Terms and Conditions shall hold true, valid and applicable with respect to the Loan and for any new Loan that may be availed by the Borrower.

(iii) The CFL Moneykit card can be used only at the selected merchant categories approved by CFL from time to time.

3.LOAN

a) The loan ("Loan") provided by CFL shall be the amount of transaction done by the Borrower on the CFL Moneykit Card plus applicable upfront fees and all applicable taxes including the Goods and Service Tax ("GST") for the selected tenure. The same will be adjusted depending upon the EMI amount.

b) The Borrower understands and confirms that the disbursement of Loan by CFL to the merchant account, as per the details provided by the Borrower, for and on behalf of the Borrower, which along with the upfront fees, finance charges, taxes etc. shall be the total amount due from the Borrower to CFL. Such amount outstanding shall be repaid as per the Terms and Conditions.

c) Notwithstanding anything provided to the contrary, in the event of any incorrect disbursement by CFL, for any reason whatsoever, the Borrower hereby agrees unconditionally to cooperate with CFL, take all steps and actions that may be required by CFL and to execute such letters or documents as CFL may require it to do, so as to reverse such incorrect disbursement.

4.SCHEDULE OF CHARGES, UPFRONT FEES AND EMI

a)The charges shall be levied as per the following:

Particulars	Amount (₹)
1st Presentation EMI Bounce charges each month	400
2nd Presentation Bounce charges each month	400
Late payment/Penal charges (per month)	2% of the unpaid EMI or ₹300 whichever is higher
Swap charges (per swap)	500
Cancellation & Rebooking charges	₹1000 or 5% of loan amount whichever is higher
Document retrieval charges (per retrieval)	500
Statement of Account	500
Repayment Schedule	500
Duplicate NOC Issuance Charges	500

b) Upfront FEES and EMI

The Borrower specifically agrees that the Loan shall carry processing fee called as 'upfront fee' as per % mentioned in the table below. There is no interest charged separately on the loan. Additional GST would apply on 'Upfront fee' amount. Once the transaction is done Borrower will need to choose the tenure on the CFL Moneykit Mobile Application.

CFL reserves the right to add additional charges to the loan amount from time to time. The Upfront fees will be based on the EMI option selected. For example

Sr. No.	EMI Option	*Upfront Fee %	# GST %
1	3 Months	6.75%	18%
2	6 Months	12.00%	18%
3	9 Months	17.509%	18%
4	12 Months	23.00%	18%

The Upfront fee % mentioned above are indicative and CFL shall be entitled to revise the Upfront fee from time to time as per its policy and/or applicable laws and regulations, during the tenor of the Loan at its discretion. The Borrower may access and download the same from the CFL Moneykit Mobile Application.

*** Borrower is charged 0% interest under this product proposition. Borrower is charged upfront fee for each transaction depending upon tenure ranging from 6.75% to 23.00% hence the effective IRR for Capital First on the loan transaction would range from 39% to 41% annualized.**

The GST % as applicable from time to time will be charged on the Upfront fee amount, presently @18%.

For reference an illustration is given below:

Tenure	Upfront charged fee	Example considering txn amt as Rs.6000					
		Txn.Amt.	Upfront Amt.	fee	GST Amt.	Total Loan Amt. to be booked	EMI Amount **
3	6.75%	6000.00	405		72.90	6480.00	2160.00
6	12.00%	6000.00	720		129.60	6852.00	1142.00
9	17.50%	6000.00	1050		189	7245.00	805.00
12	23.00%	6000.00	1380		248.40	7632.00	636.00

** - EMI Amount will be rounded up to the nearest rupee 1. Accordingly loan amount would be adjusted.

For all the loans booked till 18th of the month 1st EMI will start from 2nd or 5th of next month as per the date mentioned on the mandate available with Capital First. For example loans booked from 19th Sept to 18th Oct, 1st EMI will start on 2nd/5th Nov.

5.TAXES

The Borrower agrees to pay to CFL, any and all taxes, charges, duties as may be levied in relation to the Product and the Loan. The Borrower also agrees that the EMI shall automatically increase on account of any of the aforesaid incremental tax or levy.

6.PAYMENTS

a) The repayment of the Loan is by ECS/NACH or any other electronic or other clearing mandate in favour of CFL which was already provided to CFL, the Borrower undertakes to honour all payments on the scheduled due dates and shall not instruct their bankers for stop payment. The Borrower shall be liable to pay EMI bounce

charges for each bounce/dishonour. The Borrower hereby gives consent to use the existing ECS/NACH Mandate already executed with CFL.

b) The Borrower agrees to repay the Loan to CFL by way of Equated Monthly Installment ("EMI"), on a monthly basis, on the scheduled due date and as per the mode of payment same as that of existing loan already availed by the Borrower from CFL. The Borrower agrees that timely payment of EMI is the essence of the Loan.

c) Any non-presentation/delayed presentation of the ECS/NACH due to any reason will not affect the liability of the Borrower to pay the EMIs on time. The Borrower shall replace the ECS Mandate/NACH or issue fresh ECS Mandates/NACH if so required by CFL.

d) The Borrower has already provided or shall provide ECS/ NACH mandate or any other electronic or other clearing mandate, in favor of CFL covering the entire Loan outstanding's with interest, costs, charges, expenses and other monies payable thereunder.

e) ECS/ NACH mandate or any other electronic or other clearing mandate given by the Borrower shall be valid throughout the respective date of such ECS/ NACH mandate or such other mandate given by the Borrower and the Borrower shall not claim that the ECS/ NACH mandate or such other mandate given by the Borrower is invalid due to any reason whatsoever.

f) The Borrower shall ensure availability of sufficient funds in the bank account on which ECS/ NACH mandate or such other mandate which has been already been given by the Borrower in favour of CFL, and the Borrower shall not at any time close such bank account and/ or issue any notice instructing CFL to suspend the presentation of ECS/ NACH mandate or instruct the relevant bank to terminate or revoke the ECS/ NACH mandate. The Borrower shall ensure that the bank account shall be debited towards the EMI and in case of such bank account has not been debited, the Borrower shall be obliged to inform CFL in this regard within 3 (three) days from the due date of such EMI.

g) Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EMIs or any other amounts and the ECS/ NACH mandate or any other electronic or other clearing mandate shall be presented to the designated bank on the respective due dates.

h) The Borrower may swap the ECS Mandate/NACH form with the consent from CFL and on paying swap charges.

i) CFL will charge applicable charges in case the payment is not honored by the Borrower on due date.

7. PRE-PAYMENT

a) The Borrower may prepay the Loan, by paying the complete loan amount including the upfront fee and applicable GST, full or in part, subject to the payment of prepayment charges, if any, on the outstanding balance, with prior written request to CFL.

b) CFL shall be at liberty to appropriate amount so prepaid towards prepayment of charges, upfront fees, other charges payable under the Terms & Conditions and then towards the Loan amount or in any other manner that CFL may deem fit and proper in its sole and absolute discretion.

8. CARD USAGE

1. The CFL Moneykit Card can be used as follows:

a) By swiping the CFL Moneykit Card at any of Merchant counters or entering the required details on online platform.

b) Once the Borrower initiates the transaction either at the point of sale terminal (POS) or at the online portal, the Borrower is required to enter his/her PIN or an OTP received on his/her Mobile Phone for authenticating and verifying the transaction.

c) Borrower will need to open CFL Moneykit Mobile Application and has to choose the tenure on CFL Moneykit Mobile Application as per Borrower's convenience within 10 minutes from the time of transaction. In case Borrower does not choose the tenure within 10 minutes then by default the loan would be booked for 6 months tenure. Once the loan is booked the tenure cannot be changed.

d) Post successful transaction of the loan the details of the same will be displayed in the CFL Moneykit Mobile Application and the Borrower will also receive a SMS regarding the same.

9.CONDITIONS

The Borrower shall upon change of residence immediately intimate to CFL. The Borrower shall ensure that the loan is utilized for the purchase of product and for no other purpose. No part of the Loan is utilized for any illegal, immoral activities, gambling, lottery, speculative activities in nature.

10.BORROWER'S REPRESENTATIONS & WARRANTIES

a) All the documents provided by the Borrower are valid and binding.

b) The Borrower can read, write and understand English language.

c) The Borrower does not violate any terms and conditions under any existing agreement entered into by the Borrower with any third party, by availing the Loan from CFL.

d) The Borrower is not insolvent and no proceedings or actions (voluntarily or otherwise) have been initiated for winding up or insolvency of the Borrower and has not at any time suspended payment to his/her creditors or has not at any time made, and there is no action, suit, proceeding or investigation pending to the knowledge of the Borrower before any court of law or any competent authority which might have a material effect on the Borrower's financials and/or might put into question the validity, enforceability or performance of the Terms & Conditions.

e) The Borrower agrees and accepts that the entire risk related to the transaction such as non-performance, non-delivery, breach of warranty or supply of inferior or damaged Product is of the Merchant and the Borrower will not hold CFL responsible for the same. In any such eventuality, the Borrower' liability to repay the Loan disbursed by CFL will be in total and continuous.

In case the transaction is cancelled, the Loan will be cancelled subject to the following:

- i) The Merchant will refund the said amount to CFL and not to the Borrower's CFL Moneykit card.
- ii) The Merchant accepts the Product and provides an acknowledgement for such acceptance.
- iii) The Borrower shall share the said acknowledgment received from the Merchant with CFL.
- iv) The Loan will be cancelled only after the Borrower receives a confirmation of the Loan cancellation from CFL.

In the event the Loan cancellation is, on or after the commencement of payment of EMI and if the Merchant refunds the entire amount then the already paid EMI will be refunded net of upfront fees and applicable GST charges within a period of 60 (sixty) days from the date of Loan cancellation. In the event the Merchant refunds a partial amount post levy of merchant's cancellation charges etc. as per the terms and conditions agreed between the merchant and the Borrower, then it shall not absolve the Borrower from repaying the Loan amount to CFL and the Borrower shall be liable to pay to CFL the outstanding loan amount after deducting the refund amount received from the merchant, upfront fees and applicable GST charges. The Borrower understands that in no case the upfront fees and applicable GST charges charged at the time of transaction will be refunded to the Borrower. This clause should not be construed as an unfettered right to cancel the transaction without any valid reason acceptable to CFL.

f) The Loan, upfront fees, expenses and all other sums whatsoever payable by the Borrower to CFL ("Outstanding") shall be repayable by the Borrower to CFL on demand.

g) Borrower to retain the Borrower's copy of charge slip or details of online transaction till the time of loan is not paid fully.

h) The Borrower shall not use the Product for unlawful or any antisocial purposes.

11.SECURITY

The Loan, upfront fees, additional charges and all other charges including but not limited to the Borrower's outstanding payable to CFL shall be secured by the Product on which CFL shall have first and exclusive charge.

12.EVENTS OF DEFAULT

a) The Borrower commits any default, breach, misrepresentation under this Terms & Conditions and/ or any other loan with CFL.

b) The Product is damaged, stolen, confiscated, attached/taken into custody by any official authority, subject to any proceedings, or is disclaimed, endangered.

c) The Borrower dies, becomes insolvent/ compounds with his/her creditors or permits any attachment or confiscation or other process against any of his assets or properties.

d) Any circumstances in the opinion of CFL that jeopardizes CFL's interest or security.

13.REMEDIES

a) Upon the occurrence of an Event of Default, the Borrower's outstanding Loan shall forthwith become payable to CFL. CFL may recall the entire Loan with additional charges. The Borrower, undertake to forthwith surrender to CFL/ its representatives/agencies, the Product or any other product of such value as approved by CFL. CFL/its representatives/ agencies shall be entitled to take possession and/or dispose the same and adjust the proceeds against the total dues. If there is any deficit, the same shall be made good to CFL by the Borrower.

b) CFL shall be entitled to encash ECS/ NACH any other electronic or other clearing mandate referred by the Borrower, until the Loan is fully paid up.

c) CFL shall be entitled to take recourse to other legal remedies (civil and criminal) under appropriate provisions of the laws.

d) The Borrower shall be liable for payment of charges (if any) for delayed payment, all legal and other costs and expenses incurred in the exercise of Capital First's remedies, including repossession of the Product/ any asset and recovery of Loan amount.

14.CLOSURE OF LOAN

Upon the Borrower's paying to CFL all EMIs on the due dates or Loan amount and all other charges payable by the Borrower to CFL under this Terms & Conditions.

15.NOTICE

Any notice or letter required to be given by CFL shall be through personal delivery/e-mail/post/courier/sms/posted on its Website or in CFL Moneykit Mobile Application and shall be deemed to have been served upon and received by the Borrower. All notices shall be deemed to have been validly given if served on the Borrower's last known address. The Borrower must send written notice/letter/email to Corporate Office or at the designated email id of CFL and the notice shall be actually received by CFL.

16.CONSENT OF DISCLOSURE

The Borrower have no objection for the disclosure by CFL of all or any such:

(a) information, obligations and data relating to the Borrower, Loan, Terms & Conditions, Products/assets furnished by the Borrower including other credit facility granted/to be granted by CFL;

(b) information, data relating to default, if any, committed by the Borrower in discharge of its obligations to the Credit Information Bureau (India) Limited ("CIBIL") or agency authorized by the Reserve Bank of India. CIBIL and/or other agency so authorized may use and/or process the aforesaid information and data in any manner as deemed fit by them. CIBIL and/or other agency may furnish for consideration, the processed information and

data or products thereof prepared by them, to CFL and other credit grantors or registered users, as may be specified by RBI.

17.GENERAL

a) The Terms & Conditions is binding on the Borrower and CFL on and from the date of transaction and date of loan booking.

b) The Borrower, his/her legal heirs, executors, administrators and successors shall be bound by this Terms & Conditions.

c) The Borrower shall not be entitled to assign his/her rights and obligations or terminate this Terms & Conditions. CFL shall be entitled to sell/transfer/assign, any or all its rights, benefits, duties and obligations including rights to receive installments and loan balance to other entity and for such assignment, the Borrower shall perform its obligations under this Terms & Conditions to such assignee.

d) The Borrower undertake/s to indemnify and keep CFL indemnified in respect of breach of any of the Terms & Conditions.

e) The Borrower agrees to execute, deliver and perform, any and all further acts or documents which CFL may reasonably require to effectuate the purposes of this Terms & Conditions.

f) Non-Waiver:-

Any omission or delay on the part of CFL shall not be deemed to constitute a waiver by CFL of any of its rights under this Terms & Conditions.

g) Governing law:-

The Terms and Conditions shall be construed and governed as per the laws of India.

h) Arbitration:-

The Borrower agrees that all claims, disputes or differences arising out of or in connection with this Terms & Conditions, whether during or after the termination of the Terms & Conditions, shall be referred to the sole arbitrator, appointed by CFL, in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be at Mumbai and the arbitration shall be conducted in English language. Pending the interim award, the Borrower shall be liable to perform its obligations under this Terms & Conditions, including the payment of installments and other outstanding.

i) Borrower understands that transaction is not allowed in any other currency other than INR.

j) Borrower understands that transaction is allowed only in India and on websites operated, owned and governed by Indian laws.

k) Borrower understands that transactions may not be allowed on certain category of merchants.

l) Borrower understands that CFL, Moneykit or DCB has right to block the card without giving any intimation or reason to the Borrower.

m) Borrower understands that CFL may have various other loan options available with certain merchants. The Borrower needs to check the same before doing any transaction using the CFL Moneykit Card.

n) Borrower understands that Cash withdrawal at ATM or at POS terminal is not allowed using CFL Moneykit Card.

o) Borrower understands that minimum transaction value needs to be more than or equal to Rs.5,000/. Any transaction done below that would be declined. The said limit is subject to change from time to time at the sole discretion of CFL.

p) The CFL Moneykit Card holder must notify Moneykit Call Center no.1800 2295 22 immediately if the Card is misplaced, lost or stolen.

q) CFL or Moneykit is not liable or responsible for any transaction incurred on the CFL Moneykit Card prior to time of reporting of the loss of the CFL Moneykit card, and the Borrower will be solely liable for the same.

r) The Borrower will be liable for all losses in case of misuse of the CFL Moneykit card by someone who obtained the PIN or the CFL Moneykit card with the consent of Borrower.

s) If the Borrower has acted fraudulently the Borrower will be liable for all losses. If the Borrower acts without reasonable care, the Borrower may be liable for all losses incurred.

t) CFL may, without referring to the Borrower give the police or other relevant authorities any information that CFL or Moneykit consider relevant about the loss, theft, misuse of CFL Moneykit Card or PIN.

u) Borrower understands that once he/she takes the CFL Moneykit Card the limit on Borrower's existing Easy Buy Card would get reduced.

18. AUTHORIZATION

The Borrower hereby authorizes CFL and its associates, Third parties and agents to contact the Borrower, for providing information about new products, offers, promotions etc. and also for receiving feedback or surveys etc. by way of email, SMS, phone calls or by any other means of communication and expressly agrees to exempt such actions by CFL and its associates for the purpose of Do Not Disturb guidelines issued by Telecom Regulatory & Development Authority (TRAI) or any other authority. The Borrower hereby further authorizes CFL to communicate in any manner it may deem fit, with the person/s or persons whose name is given for reference by the Borrower, with a view to get assistance of such person/s in recovering the Loan amount.

ACCEPTANCE

The Borrower, acknowledge that the Borrower has read/ fully explained and understood all the Terms & Conditions and hereby agree, accept and undertake to abide by the same and the copy of Terms & Conditions is received.

Moneykit: Terms and Conditions

A.General Terms and Conditions

Moneykit, an initiative of Sienna Systems Resources Private Limited ("Sienna"), includes a mobile application, a prepaid VISA card and all software, tools, technology, documentation, components, and internet-based services, including access to its website, in connection with delivery of its mobile payment and related services. Sienna reserves the right, in its sole and absolute discretion, to upgrade, add, delete, or modify features of MONEYKIT at any time and from time to time, without notice. The reference to "Moneykit", "we", "our", "us" refers to Sienna Systems Resources Private Limited, a private limited company incorporated under the provisions of the Indian Companies Act, 1956, having a corporate identification number U29253MH2010PTC204370 and its registered office at 85, A-Wing, Mittal Towers, Nariman Point, Mumbai 400 021.

Moneykit "Financing programme" is a temporary funding product / service ("Service") offered by its authorized financing partner through Moneykit's technology platform, which allows the user to buy goods or services ("Products") either online or offline from authorized merchants after availing credit limits through it's authorized financing partner.

Sienna has tied up with financial partners to facilitate you to get the finance with a fixed processing fee / interest as per the terms of the Loan. Our Financing partners are mentioned herein below

CAPITAL FIRST LIMITED ("CFL" / "Company").

The service ("Service") is a system that enables (1) CFL customers to avail preapproved credit limit on VISA enabled cards; and, (2) enables them to select EMI options, view transactions & loan details on the Moneykit mobile app, (3) view and avail of discount offers from various merchants. Moneykit Card will be accepted only by merchants authorized by CFL. All the terms and conditions of the loan agreement will be strictly between the financing partner, CFL, and the user, without any liability on Moneykit whatsoever.

Moneykit Card is a co-branded Prepaid Card powered by DCB Bank Limited (Formerly Development Credit Bank Limited) along with Sienna Systems Resources Private Limited and CFL. The Moneykit program is governed by the Payment and Settlement Systems Act, 2007 & Regulations made there under, Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009, Master Circular on Issuance and Operations of Pre-paid Payment instruments in India and the Master Circular on Credit Card, Debit Card and Rupee Denominated Co-branded Prepaid Cards operations of banks and is also subject to directions / instructions issued by the Reserve Bank of India (RBI) from time to time in respect of redemption, repayment, usage etc. ("RBI Guidelines").

By using this Service, you acknowledge and accept the privacy policy, as set forth in [www.Moneykit.in], ("Privacy Policy") and consent to the collection and use of your data in accordance with the Privacy Policy. By interacting with and/or using the Service, you signify your assent and agreement to these terms ("Terms"). If you do not agree to these terms, you must not use the Service.

It's important that you read the entire Terms that follow.

The access and use of the website www.Moneykit.in and the Moneykit application ("App") are subject to these Terms. If you do not agree to abide by these Terms and conditions, please do not review, refer or download materials from this website/App.

Moneykit reserves right to modify these Terms at any point of time without any notice to you by posting revised Terms on its web-sites/App. Your use of its web-sites/app constitutes your binding acceptance of these Terms, including any modifications that Moneykit makes.

You agree that Moneykit will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any third party product or service should be directed to the appropriate vendor.

Terms of Use

This User Agreement ("Agreement") is contract between YOU ("You" OR "User" OR "Borrower") AND Sienna Systems Resources Private Limited. This Agreement governs your use of Sienna's Mobile Payment and Digital Application and all related Services.

As a User of Moneykit, you must: (1) be at least -18- years old and a citizen of India; and (2) you certify that you have not used Aadhar OTP based KYC for any other digital wallet application; and (3) you communicate your acceptance of this agreement by clicking on the "I accept the T&C" option. Your continued use of Moneykit also communicates your acceptance of this agreement, as it may be modified from time to time by Moneykit.

Moneykit reserves the right to modify this Agreement, the Privacy Policy, and any other applicable agreements or policies relating to Moneykit at any time in its sole and absolute discretion by posting the modifications on the website/app. Your use of Moneykit after the posting of any modification on the website/app constitutes your acceptance of the modification. It is your responsibility to visit the website/app on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy.

Moneykit will communicate with its registered users via SMS/Email/Telecalling etc. and the user agrees to receive SMS communication sent by Moneykit on their mobile device.

1.LICENSES AND RIGHT TO USE

Sienna hereby grants you a personal, revocable, non-exclusive, non-transferable, limited license ("License") to use Moneykit (which includes the App) for personal use on a mobile device in accordance with and subject to all the terms and conditions contained in this Agreement. Sienna reserves all rights not expressly granted to you in this Agreement and applicable from time to time. Your use of Moneykit is strictly limited to use of your mobile device for the purpose of accessing your account to review the amount spent on purchase of goods and services with the Moneykit cards for which you activate access via Moneykit. Any other use of the License or Moneykit is strictly prohibited, and you may not sublicense or otherwise grant any third party permission to use Moneykit on your behalf or on behalf of such third party or any other party. You shall not copy, publish, reproduce, alter, modify, adapt, create derivative works from, sell, license, distribute, share, publicly display, republish, upload,

post, transmit, decompile, decipher, or reverse engineer Moneykit or any information or material that is a component of or otherwise associated with Moneykit, which information and material includes the intellectual property of Moneykit. Moneykit and Moneykit logos, graphics, icons, and scripts used in connection with Moneykit on your Mobile Device, Sienna's and Moneykit's website, or elsewhere are trademarks, or registered trademarks of Sienna Systems Resources Private Limited. Sienna reserves all present and future intellectual property rights, and the License granted to you pursuant to this Agreement only permits you to use Moneykit strictly in compliance with all the terms and conditions of this Agreement. Moneykit's reserved intellectual property rights include, without limitation, the following: all patents, trademarks, service marks, trade secrets, and trade dress rights; all copyrights; all mask work rights, rights of publicity, and moral rights; and all associated goodwill.

2.PERSONAL INFORMATION

You must provide Moneykit with certain personally identifiable information ("Personal Information"), as may be requested by Moneykit from time to time, including information required at the time of opening a Moneykit account. Personal Information may include (but shall not be limited to) the following: your name and e-mail address; your date of birth; your mailing address; your permanent address; your Mobile number; your Aadhar card number; your other relevant KYC documents as required by CFL "Primary Information". You may also be required to complete Aadhar based OTP authentication as required by Moneykit's policies. You hereby irrevocably and unconditionally grant consent to Moneykit to share receive, record, store, and process your Personal Information described in the preceding sentence, as well as other information relating to your transaction that also may be Personal Information, including the date, amount, and location of the transaction, among various entities including Sienna, its vendors, card issuing bank, and payment aggregators, for the purpose of maintaining and improving the services that Moneykit provides. You must keep your Personal Information up to date, and intimate Moneykit forthwith of any change in Personal Information. Moneykit and its vendors may use Moneykit to offer you promotions, incentives, contests, rewards, credits, and coupons.

Sienna has expended considerable time, effort, and resources, and implemented technical and organizational measures, to maintain the security of your Personal Information. However, Sienna cannot and does not guarantee that your Personal Information is impervious to all breaches of security through interception, hacking, or other means. Operation of Moneykit, Sienna's host servers, and communication and other links among Sienna, its vendors, card issuing bank, and payment aggregators may be interfered with by factors beyond Sienna's or their control.

Sienna's use of your Personal Information is subject to its Privacy Policy. Merchants and vendors may have their own privacy policies regarding your Personal Information and Sienna has no responsibility for and disclaims any liability in relation to those policies.

3.USER REPRESENTATIONS AND WARRANTIES

When you open a Moneykit account, and each time that you use or access Moneykit, you represent and warrant to Moneykit that (1) you are at least 18 years old, (2) you are a citizen of India, (3) all Personal Information that you have provided to Moneykit is complete and accurate in all material respects. We rely completely on the accuracy of your representation that you are eligible and will bear no liability if you or anyone who uses your Moneykit account is found to be not eligible.

4.USER RESPONSIBILITIES

You have gone through the terms & conditions of the financing partner "CFL" and of the banking partner "DCB bank". Moneykit assumes no responsibility for any fees/charges etc. levied by either of the partners. Your relationship with CFL & DCB bank will be solely governed by the terms and conditions accepted by you with this agreement. You are responsible for all fees and charges imposed by your Internet and mobile device service providers and compliance with the terms and conditions of your agreements with them.

5.THIRD PARTY RESPONSIBILITIES

Moneykit contains links to third party website/s (through hyperlinks in the form of word link, banners, channels or otherwise), as a convenience to user(s) and Moneykit does not have any control over such websites i.e. content and services provided by them.

Third party dealings:- Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements,

payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like) and Moneykit disclaims all liability in connection therewith. Moneykit may allow user(s) access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such websites in order to be aware of the terms and conditions of your use of such sites. Moneykit does not endorse, approve, or sponsor any third-party services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Moneykit is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such websites. Moneykit is, under no circumstances liable for any direct, indirect, incidental or special loss or other damages or losses, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the third-party services. Moneykit disclaims all liability in connection therewith under any circumstances.

You hereby agree to use Moneykit for all transactions with merchants for the products / services as mentioned by the merchant on its website and further agree not to use it for any unlawful purpose / activities. You will neither abate nor be a party to any illegal / criminal / money laundering / terrorist activities by using Moneykit.

If any of the activities or transactions described above occurs, Moneykit shall have the right, in its sole and absolute discretion and without prior notice, to suspend or terminate your License to use Moneykit, but Moneykit shall have no obligation to do so and Moneykit shall not be responsible for any failure or delay in doing so or taking any other action.

Moneykit / merchants / vendors may call directly the borrower for any marketing, promotional offer, new product information etc. for which borrower specifically agrees and shall not raise any objection / claim of whatsoever nature against Moneykit or financing partner.

Nothing contained in this Agreement or the Privacy Policy supersedes or limits your obligations under any agreement you may have with a card issuing bank, including obligations regarding granting permission to third parties to use your credit, debit, or rewards card, and you shall comply at all times with those obligations. If you grant permission to another person to use Moneykit to access your stored credit, debit, or rewards card information in violation of these terms or your agreement with a card issuer, you do so at your own risk. The granting of such permission shall not relieve you of your responsibilities under these terms, and the person to whom you have granted permission also shall be bound by these terms. If Moneykit determines, at its sole discretion, that any use of Moneykit violates these terms or any applicable law or regulation, Moneykit may decline to process the payment or otherwise suspend your use of Moneykit without prior notice. In case Moneykit has any reason to suspect that you are using Moneykit for an illegal purpose, you acknowledge and agree that Moneykit may share information regarding You and your use of Moneykit with law enforcement authorities, and take any other legal actions as it deems fit.

You shall immediately notify Moneykit and the applicable card issuer of any inaccurate, unauthorized, or fraudulent transaction or any breach of security (such as use of your PIN). You are responsible for all transactions made in whole or in part via your Moneykit card. Moneykit shall not be responsible for any losses arising out of the loss or theft of Card/Personal Information or from inaccurate, unauthorized, or fraudulent transactions. Your liability for inaccurate, unauthorized, or fraudulent transactions is governed by your agreement with the applicable Card Issuer. Your sole remedy against Moneykit with respect to any inaccurate, unauthorized, or fraudulent transaction is to terminate this Agreement and not make any further payments using Moneykit.

Moneykit is not responsible for any of the products or services that you purchase or rewards or other incentives that you earn using Moneykit. Any complaints regarding products, services, and rewards and incentives programs must be directed to the relevant vendor or merchant establishment, and in the case of complaints regarding rewards, you may have recourse to the third party involved in providing or administering the rewards program.

6.ACCEPTABLE USAGE

Moneykit users are eligible to use the App to:-

- a) Register for Moneykit Card*;
- b) View the Credit Limit assigned post successful verifications as required;
- c) View and monitor all Moneykit card transactions;

- d) View statements of accounts, as per defined period parameters; and
 - e) View and avail of discount offers, if any, from various authorized merchants/establishments associated with the Moneykit program.
- (* For the detailed usage please refer to Important Terms & Conditions governing Moneykit-DCB Card).

7.REFUND POLICY

No redemption, transfer of funds or cash withdrawal is permitted on this Prepaid Card, except as per directions of the RBI, if any.

8.DISCLAIMER OF WARRANTIES

All the contents of this App are only for general information or use. No information on this App constitutes advice by Moneykit, and should not be relied upon in making (or refraining from making) any decisions. Replies to any queries in any part of the App by any person other than Sienna (Moneykit) are the personal opinion of such persons and are not subscribed to by this Site.

Sienna, its directors, employees, agents, representatives, affiliates and associates shall not be liable, at any time, for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents, or from any act or omissions as a result of using the Site or its contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Site. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation.

Certain links on the Site lead to resources located on servers maintained by third parties over whom Moneykit has no control or connection, business or otherwise as these sites are external to Moneykit. Moneykit therefore neither endorses nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity/availability of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these Sites.

9.LIMITATION OF LIABILITY & DAMAGES

In no event shall Sienna (or its directors, offices, affiliates and Employees), be liable for any direct, indirect, punitive or exemplary damages including without limitations for loss of profit that results from use or inability to use or unavailability of Moneykit.

The limitation of liability section applies whether the alleged liability is based on tort, contract, negligence or any other basis. The forgoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Moneykit is controlled and operated from facilities in India. Moneykit makes no representations that Moneykit is appropriate or available for use in other locations. Any person who accesses or uses Moneykit from other jurisdictions does so at his or her own risk, and is entirely responsible for compliance with all applicable laws and regulations of India, including but not limited to foreign exchange regulations.

10.INDEMNIFICATION

You will indemnify, defend, and hold harmless Sienna (and its employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of the policies of Sienna; (b) your wrongful or improper use of Moneykit; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the Republic of India; (e) any other party's access and/or use of Moneykit with your unique username, password or other appropriate security code.

11.TERMINATION / SUSPENSION OF ACCOUNT

Moneykit reserves the right to modify, terminate, or suspend the Services offered by the App to You at any time, without prior notice, for any reason whatsoever, including due to any changes in internal policy or due to RBI Regulations or other applicable laws.

12.DISPUTE RESOLUTION

You and Moneykit may elect to resolve any controversy or claim arising out of or relating to these Terms or the App by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mumbai, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The language of Arbitration shall be English.

13.GOVERNING LAWS

These Terms and the Privacy Policy shall be governed in all respect by the laws of India. Any dispute in relation to Moneykit shall be subject to the exclusive jurisdiction of the Courts of Mumbai, Maharashtra, India.

14.NOTICE

All notices in relation to Moneykit shall be effective if in writing and shall be duly made when sent to Moneykit on the following address:

To,
Sienna Systems Resources Private Limited.,
85, A-Wing, Mittal Towers
Nariman Point
Mumbai 400 021.

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to web site, or by posting such notice or demand on an area of the web site that is publicly accessible without a charge.

Notice to a User(s) shall be deemed to be received by such User(s) immediately upon web site's posting such notice on an area of the web site that is publicly accessible without charge.

15.CUSTOMER SUPPORT

If you need to communicate with Moneykit for any reason, such as for technical support, to resolve a Dispute, to close your Moneykit account, or to opt-out of the sharing of Personal Information regarding which you have the right to opt-out, contact Moneykit's Customer Support Department by e-mail at customercare@moneykit.in or by telephone at 1800229522.

16.LOST CARD INTIMATION

The user shall forthwith inform the instances of loss of card or any unauthorized use of the card to Moneykit on the Moneykit customer support toll free no: 1800229522.

17.MISCELLANEOUS

Except as expressly provided in these terms, these terms are a complete statement of the agreement between you and Moneykit, and they describe the entire liability of Moneykit and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of Moneykit. If any provision of these terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These terms does not limit any rights that Moneykit may have under trade secret, copyright, patent, or other laws. Moneykit's failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or any other term. User shall not share any details of card / personal information with third party.

IMPORTANT TERMS AND CONDITIONS GOVERNING MONEYKIT-DCB PREPAID CARD

The Card

The Moneykit Card ("The Card") is brought to you by DCB Bank Limited having its Registered Office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 (the "Bank") along with Sienna Systems Resources Pvt. Limited ("Sienna") having its Registered Office at 85-A, Mittal Towers, Nariman Point, Mumbai 400 021.

The Terms and Conditions are detailed herein:

Important: Please ensure you have read the Card terms and conditions carefully before using the Card. By using the Card you unconditionally accept the terms and conditions listed hereunder and will be bound by them and you accept the onus to ensure compliance of the relevant Reserve Bank of India (RBI) Regulations ('The Act'), all the rules and regulations framed under the Act and as amended /modified / applicable from time to time and any other corresponding enactment in force from time to time.

Registration

The Moneykit Cardholder acknowledges and understands that Card is being issued to the Cardholder on the basis of the registration details provided by her/him on the Moneykit App/Moneykit website. When you opt for the Card and each time you use or access the Card, you represent and warrant that:

- (1) you are at least 18 years old,
- (2) you are a citizen of India,
- (3) all personal information that you have provided is complete and accurate in all material respects.

Card Validity and Card holder Obligations

1. The Card is valid for a period of 5 years.
2. The issue and use of the Card is governed by the terms and conditions issued by the Bank as well as subject to the rules and regulations of the RBI and other Regulators contained herein and as amended from time to time.
3. The Card shall be valid only for transaction options, as permitted by the Bank from time to time in India, at POS and eCommerce transactions. The Card is for electronic use only and will be accepted only at merchant establishments which have a terminal that accepts VISA cards or are internet enabled merchants establishments.
4. The Card will be at all times the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request.
5. The Card is non-transferable and/or non-assignable by the Cardholder under any circumstances to anyone.
6. The Cardholder must sign on the signature panel on reverse side of the Card immediately upon receipt of the Card. Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under Cardholder's personal control at all times.
7. The personal identification number (PIN) issued to the Cardholder will be known only to the Cardholder for the personal use of the Cardholder.
8. PIN is non-transferable and strictly confidential.
9. A written record of the PIN should not be kept in any form, place or manner that may facilitate its misuse by a third party.
10. The PIN should not be disclosed to anyone, even to the staff of the Bank or to merchant establishments, under any circumstances by any means whether voluntary or otherwise.
11. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of the PIN and /or unauthorized use of the Card and the Cardholder shall be liable for any increased liability which may be incurred on account of any unauthorized use of the PIN and/or Card.
12. The Cardholder's Card will be debited immediately with the amount of the usage, transfer and other transactions effected by the use of the Card.
13. The Cardholder acknowledges that at times the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to Cardholder's account subsequently / at a later date.
14. Neither Sienna nor the Bank shall be liable for any delay in debiting any transaction amount or exceptional transaction amount.

15. The Cardholder will ensure that the he has sufficient balance on the Card to meet any such transaction.
16. The Cardholder shall not be entitled to utilize funds by the use of the Card in excess of amount available in the card.
17. No redemption, transfer of funds or cash withdrawal is permitted on this Prepaid Card, except as per directions of the RBI, if any.
18. The Card is issued by the Bank, which has to comply with Reserve Bank of India regulations on issuance of Cards. The load and re-load amount cannot exceed Rs 10,000 /- (Rupees Ten Thousand Only) per month, provided the amount outstanding at any point of time does not exceed Rs. 10,000/- in case the Cardholder is not KYC compliant
19. Further to comply with regulatory requirements, the Bank is required to request additional information regarding Cardholder's source of funds when specific account balance thresholds are reached. Once the Card has accumulated loads in excess of INR 10,000/- in a month, the Bank will write /inform Cardholder and ask for the following information as a part of Know Your Customer (KYC) norms:
a.eKYC via Aadhar OTP authentication
b.eKYC via Aadhar biometric authentication
- Once the above information is received, the Cardholder will be able to continue using Card. If however, after a reasonable period, the Bank is not in receipt of this information, the Bank will close the account and refund any account balance to the Cardholder.
20. The Cardholder will be responsible for transactions effected by the use of the Card whether authorized by the Cardholder or not, and shall indemnify the Bank and Sienna (the business correspondent of the Bank) against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines/rules/regulations or any other law being in force in India.
21. The Card is valid till the last day of the month and year indicated on the front side of Card. The Cardholder hereby undertakes to destroy the Card on its expiry by cutting it into 4 pieces through the magnetic strip.
22. The Cardholder can approach any of the offices of Sienna for card renewal or closure before expiry.
23. The Bank and Sienna reserves the sole right to renew your Card account upon expiry.
24. The Cardholder will inform Sienna for any irregularities or discrepancies noticed in the transaction details at a merchant establishment / online transactions within 3 days of the date of the transaction. If no such notice is received during this time, Sienna and the Bank will assume the correctness of transaction.
25. The Bank and Sienna disclaims any warranty with respect to goods bought or services availed using the Card at the merchant establishment/online transaction.
26. All disputes are subject to the exclusive jurisdiction of the courts of Mumbai in India.

Fees

The current fees structure is given below:-

Transaction type	Transaction charges
Joining Fee	None
Annual Fee (2nd year onwards)	None
Value Load Fee	None
Lost Card Replacement	Rs.199 + Taxes as applicable

Please Note fees are not refundable and are subject to change from time to time. Charges for other services will be levied to the Card, at prevailing rates. Whenever applicable, transaction fees for balance inquiry and / or other transactions wherever applicable, will be debited to the Card at the time of posting debit entry of the transaction amount or at end of day.

The charges / fees applicable on the usage of the Card maybe revised/changed by the Bank and Sienna from time to time without prior intimation to the Cardholder(s).

Lost or stolen Card

1. In the event that the Card is lost or stolen, it must be reported to call center at 1800 22 9522 or via the App immediately followed with a written communication. A copy of the acknowledged police complaint must accompany the said written communication.
2. The Prepaid Card shall then be blocked and Moneykit may issue new card as per prescribed procedure in this regard with the balance amount for a nominal charge, as may be prescribed by Moneykit from time to time (currently Rs 199/- plus applicable taxes).
3. Provided that the Cardholder has complied with the terms and conditions in all respect, a replacement Card may be issued to the Cardholder, at the sole desecration of the Bank and Sienna upon payment by the Cardholder of the applicable fee.
4. The Cardholder hereby undertakes to indemnify the Bank and Sienna fully against any liability / (civil or criminal), loss, cost, expenses or damage (including the attorney fees) that may arise due to loss or misuse of the Card in the event that it is lost / stolen and not reported to the Bank or Sienna.
5. If the Bank or Sienna determines, at their sole discretion, that the Cardholder was negligent or fraudulent in the handling of the Card, the Cardholder will not be entitled to any refund / reimbursement of for the Card. The Cardholder undertakes to indemnify the Bank and Sienna fully against any liability, loss, cost, expenses, damage that may arise due to Cardholder's negligent or fraudulent handling of the Card.
6. If the Cardholder subsequently recovers the lost Card, the Cardholder must not use the old Card and must destroy it by cutting it into 4 pieces through the magnetic strip.

Disputes

1. In case of purchase transactions, a sales / transaction slip with the signature of the Cardholder together with the Card number noted thereon (by masking some of the digits for confidentiality reason) shall be conclusive evidence between the Bank and the Cardholder as to the extent of the liability incurred by the Cardholder and neither the Bank nor Sienna shall be required to ensure that the Cardholder has received the goods purchased / availed of the service to the Cardholder's satisfaction. Therefore the Cardholder is advised to retain the record of the transaction slip generated.
2. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the Cardholder within two months of the receipt of notice of disagreement. If after such effort the Bank determines that the charge is correct, then it shall communicate the same to the Cardholder.
3. The Bank and Sienna accept no responsibility for the refusal of any establishment to honor the Card. This arrangement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive of jurisdiction of the courts of Mumbai in India irrespective of whether any court may have concurrent jurisdiction in the matter. The mere fact that any service can be accessed through internet, mobile or phone by the cardholder in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and, or the operations in the said account of the cardholder, or the use of any of these services.
4. Any dispute or complaint against a merchant establishment must be directly resolved by the Cardholder with the merchant establishment.
5. The Cardholder will be liable for all the cost associated with the collection of dues, legal expenses (if it becomes necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

Termination

1. The Bank / Sienna may, at their sole discretion, cancel a Card (i) if the Bank/ Sienna decide to discontinue the Card; or (ii) in case of death of the Cardholder.
2. The Bank / Sienna, at their sole discretion, reserve the right to, either temporarily or permanently, withdraw the privileges on the Card and/or terminate the Card at any time by giving a notice but without assigning any reason therefor. Any withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In case of a temporary withdrawal, the privileges may be reinstated by the Bank/ Sienna at their sole discretion. In case of a permanent withdrawal, the Bank/ Sienna have the right to refuse membership to the Cardholder permanently. However, in the event of such temporary or permanent withdrawal, the Cardholder shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by the Bank / Sienna.

Governing Law

These terms and conditions and/ or the operations of the Card issued by the Bank and / or the use of the services provided shall be governed by the laws of the Republic of India. The Cardholder and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claim or matter arising under these terms and conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India.

Verified by Visa (VBV)

The Bank and Sienna use the 'Verified by Visa' system for internet based transactions undertaken by the Cardholder.

Description of VBV

Verified by Visa provides increased security for online transactions by reducing the chance of fraud. Registration for VBV requires personal information to be shared by the Cardholder which is used to confirm Cardholder's identity for future online transactions where VBV is used. VBV also may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. The Cardholder's registration data and other personal information are not shared with the merchant.

Neither the Bank nor Sienna shall be responsible (i) for any interception/ misuse of any Card over the internet or any other medium or (ii) if a transaction on the internet does not materialize or is delayed or is incomplete due to any reasons whatsoever.

The Cardholder acknowledges that transactions undertaken over the Internet are susceptible to fraud, misuse, hacking, phishing and other actions which could affect the use of the Card. Neither the Bank nor Sienna guarantee the security of the Card against such Internet fraud, hacking and other actions which could affect the use of the Card.

Limitation of Liability

1. The Cardholder acknowledges and agrees that, the Bank and Sienna shall not be liable for any loss or damage arising from Cardholder's failure to comply with these terms and conditions.
2. The Cardholder agrees that the Bank and Sienna shall not be liable to the Cardholder or to any third party for any modification; suspension or discontinuance as a result of the Cardholder's use of VBV.
3. Under no circumstances will the Bank and Sienna be liable for consequential, incidental, special or indirect losses or other damages, including but not limited to any damage to the Cardholder's computer or telephone service as a result of the Cardholder's use of VBV or any violation by VBV of any confidentiality obligations.
4. Neither the Bank and nor Sienna assumes any responsibility or liability for any damage to, or viruses which may affect the Cardholder's computer equipment or other property on account of Cardholder's access to, use of, or download from, any web site or use of apps for online transactions on Merchants websites.
5. The Cardholder agrees that online alerts are sent by the Bank and Sienna to the Cardholder's mobile number registered for SMS alerts. The Cardholder shall register with Sienna for SMS alerts for transactions done on the Cardholder's Card.
6. The Bank and Sienna shall in no circumstances be held liable to the Cardholder for any loss, damage, expense etc., including consequent losses on account of any disruption, delay or non-availability of services, network problems or any other technical problem.

Disclosure

Every applicant and Cardholder irrevocably authorizes the Bank and Sienna to disclose, as and when required to do so in order to comply with the applicable laws or when the Bank/ Sienna regard such disclosure as necessary or expedient, any information relating to the applicant/Cardholder and his or her account(s).

Disclaimer of Warranties

The Cardholder expressly understands and agrees that any software obtained through the use of Verified by Visa is downloaded and used at Cardholder's own discretion and risk and that except as otherwise provided in the Terms of User Agreement. The Cardholder will be solely responsible for any damage to Cardholder's computer system or loss of data from the download or use of any such software or other materials through Verified by Visa.

EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE LAW, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT VERIFIED BY VISA AND ANY KIND OF EXPRESS OR IMPLIED, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Waiver

The Cardholder acknowledges and understands that the Bank's or Sienna's failure to enforce any rights conferred by these terms or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time, nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver.

Changes to the Terms and Conditions

Sienna/Bank may update these terms and conditions from time to time. It will notify the Cardholder of any change by posting the new terms and conditions on the Site (www.Moneykit.in). Cardholders are advised to review these terms and conditions periodically for any change.

Kindly Note:

For detailed and updated terms and conditions please refer www.Moneykit.in
The herein mentioned terms and conditions are subject to change periodically at the discretion of the Bank and Sienna.