

Terms & Conditions

Please read these terms and conditions carefully.

“Slonkit” is an initiative of Sienna Systems Resources Private Limited (“SIENNA”). SIENNA may modify these Terms at any time without notice to you by posting revised Terms on its web-sites. The access and use of this website <http://www.slonkit.com> is subject to the following terms and conditions of use (“Conditions” and/or “Terms”). If you do not agree to abide by the Conditions, please do not review, refer or download materials from this website.

Scope of Use

By using a Slonkit website, you are deemed to have agreed to all terms, conditions, use, and notices contained or referenced herein (the “Terms of Use”). Slonkit reserves its right, at its discretion, to update or revise these Terms of Use. You should check these terms of use periodically for changes. By accessing a Slonkit site after the posting of any changes to the terms of use, you acknowledge and agree to those changes, whether or not you have reviewed them.

Restrictions on Use of Materials

The content of this site and any other Slonkit site is protected by copyright and trademark laws, and is the property of Slonkit. Any content within Slonkit sites may be accessed only for your use. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create works from such materials or content or in any way exploit the material or content of Slonkit website. This means, you may download copies of posted materials for business use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright or other proprietary notices. When you download copyrighted material, you do not obtain any ownership rights in that material. As noted above, reproduction, copying, or redistribution of any material within the Slonkit site is strictly prohibited without the express written permission of Slonkit. You also may not, without Slonkit’s permission, “mirror” any materials contained within any Slonkit site or any other service. Any unauthorized user of any material contained within any Slonkit site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Information

The information, materials, products and services within Slonkit websites are subject to change.

Links

These terms of use apply only to the Slonkit website, and not to the sites of any other companies or organizations, including those to which any of the Slonkit website may link. We are not responsible for the availability of any other site to which any of the Slonkit site link. Your use of each of those web-sites is subject to the conditions, if any, that each of those web-sites has posted. We do not endorse or take responsibility for the content, advertising, products or other materials made available through any other

site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. You should direct any concerns to that site's administrator.

Warranty

The services, information, materials, and functionality on Slonkit website are provided "AS IS" and without warranties of any kind, either express or implied, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus or other harmful components. Neither Slonkit nor any of its affiliated companies warrant the accuracy, adequacy, completeness or timeliness of information, materials, products and services, or functionality on Slonkit website or the error free use of a Slonkit website.

Neither Slonkit nor any of its affiliated companies nor any of its or their respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products, information, materials and functionality within a Slonkit site in terms of correctness, accuracy, reliability or otherwise.

Slonkit is not a party to, and does not monitor, any transaction between users and third party providers of products or services.

Limitations on Liability

We will, under no circumstances, be liable for any damages, losses, or liabilities including without limitation, direct or indirect, incidental or consequential damages, losses, or liabilities, in connection with your use of Slonkit website or your reliance on or use or inability to use the information, materials, products, services, or functionality on this site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Slonkit is advised of the possibility of such damages, losses, or expenses.

Indemnification

You shall defend and indemnify Sienna, directors, officers, employees, any third party providers, distributors and their agents from and against any claim, cause of action or demand, including without limitation reasonable legal and other fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this Site.

Security

Slonkit is committed to protecting the security of our users. At Slonkit sites, we always use industry-standard security technologies when transferring and receiving Customer Data exchanged within our website. Please keep in mind, however, that no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, we cannot guarantee the security of any information you transmit using our website and you transmit such information at your own risk. Slonkit

further does not assume responsibility for use or disclosure of your information that are the result of unauthorized or illegal access to our systems or those of our vendors or partners.

Hyperlinks

Slonkit is not responsible for the content of third party sites hyperlinked from this page, nor does it guarantee the products or services offered on third party sites. Your use of the hyperlinks is at your own risk. You should review the privacy statement of a web site before you provide personal or confidential information.

Applicable Law

These Terms shall be construed in accordance with the laws of India, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Mumbai, India if seeking interim or preliminary relief or enforcement of an arbitration award. Your use of this web site is governed by the laws of India and under Mumbai jurisdiction.

Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

Nothing contained in these Terms shall limit its right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of its web-sites. Contact cs@slonkit.com with problems or questions, as appropriate.

App Terms of Use



Slonkit™

Slonkit, an initiative of Sienna Systems Resources Private Limited (“**Sienna**”), is proprietary computer software. Slonkit includes this application, 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 SLONKIT at any time and from time to time, without notice.

The reference to “Slonkit”, “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.

This service (“**Service**”) is a system that enables (1) parents to empower, facilitate and monitor their child’s (“**Youth**”) spending transactions; and, (2) enables Youths to facilitate and control their own spending transactions and allows them to make authorized purchases funded by an authorized credit card or other payment method.

By using this Service, you acknowledge and accept the Service's privacy policy, as set forth in [www.slonkit.com], ("**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.slonkit.com and the Slonkit 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.

Slonkit reserves right to modify these Terms at any point of time without 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 Slonkit makes. The payment gateway page request for user to accept terms for each payment transaction signifies this consent explicitly.

You agree that Slonkit 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**") 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 Slonkit, you must: (1) be at least -18- years old and a citizen of India; and (2) communicate your acceptance of this agreement by clicking on the "REGISTER" button. Your continued use of Slonkit also communicates your acceptance of this agreement, as it may be modified from time to time by Slonkit.

However,

1. a) A minor under a guardianship of a person who has capacity to contract may hold and use Slonkit under such guardianship.
2. b) A minor having age of more than 10 years may hold Slonkit subject to reasonable restriction imposed by Slonkit and subject to any direction of any regulatory Authority for the time being in force.
3. c) The Guardian who loads the card of the minor shall be responsible for all the actions of the minor. The guardian undertakes to indemnify and keep indemnified Sienna Systems Resources Pvt. Ltd. from any usage of the minor's card. The Guardian further undertakes to maintain complete supervision at all time on the activities of the minor and agrees to be fully compliant of all the rules and regulations being in force from time to time.

Slonkit reserves the right to modify this Agreement, the Privacy Policy, and any other applicable agreements or policies relating to Slonkit at any time in its sole and absolute discretion by posting the modifications on the Site. Slonkit will communicate with its registered users via SMS, and the user agrees to receive SMS communication sent by Slonkit on their mobile device. Your use of Slonkit after the posting of any modification on the Site constitutes your acceptance of the modification. It is your responsibility to visit the Site on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy.

1. Licenses and Right to Use

Sienna hereby grants you a personal, revocable, non-exclusive, non-transferable, limited license (“**License**”) to use Slonkit (which includes the App) for personal use on a computer, tablet or 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. Your use of Slonkit is strictly limited to use of your computer or mobile device for the purpose of accessing your account to review the amount spent on purchase of goods and services with the Slonkit cards for which you activate access via Slonkit. Any other use of the License or Slonkit is strictly prohibited, and you may not sublicense or otherwise grant any third party permission to use Slonkit 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 Slonkit or any information or material that is a component of or otherwise associated with Slonkit, which information and material includes the intellectual property of Slonkit.

Slonkit and Slonkit logos, graphics, icons, and scripts used in connection with Slonkit on your computer or Mobile Device, Sienna’s and Slonkit’s website, or elsewhere are trademarks, or registered trademarks of Sienna Systems Resources Private Limited. Sienna reserves all present and future intellectual property rights throughout the world, and the License granted to you pursuant to this Agreement only permits you to use Slonkit in strict compliance with all the terms and conditions of this Agreement. Slonkit’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 Slonkit with certain personally identifiable information (“**Personal Information**”), as may be requested by Slonkit from time to time, including at the time of opening a Slonkit 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 Mobile number; your Credit Card details; your permanent account number (PAN). You hereby irrevocable and unconditionally grant consent to Slonkit to share receive,

record, store, and process your the 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 Slonkit provides. You must keep your Personal Information up to date, and intimate Slonkit forthwith of any change in Personal Information. Slonkit and its vendors may use Slonkit 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 Slonkit, 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 the 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 Slonkit account, and each time that you use or access Slonkit, you represent and warrant to Slonkit 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 Slonkit is complete and accurate in all material respects.

However,

1. a) A minor under a guardianship of a person who has capacity to contract may hold and use Slonkit under such guardianship.
2. b) A minor having age of more than 10 years may hold Slonkit subject to reasonable restriction imposed by Slonkit and subject to any direction of any regulatory Authority for the time being in force.
3. c) The Guardian who loads the card of the minor shall be responsible for all the actions of the minor. The guardian undertakes to indemnify and keep indemnified Sienna Systems Resources Pvt. Ltd. from any usage of the minor's card. The Guardian further undertakes to maintain complete supervision at all time on the activities of the minor and agrees to be fully compliant of all the rules and regulations being in force from time to time.

We reserve the right to immediately terminate your account if we believe that your account is being used by any person who is not eligible, or for any other reason.

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 Slonkit account is found to be not eligible.

4. User Responsibilities

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

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

Slonkit may allow user(s) access to content, products or services offered by third parties through hyper links (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. Slonkit does not endorse, approve, or sponsor any third-party services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Slonkit is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such websites. Slonkit 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. Slonkit disclaims all liability in connection therewith.

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 Slonkit disclaims all liability in connection therewith.

Slonkit is not responsible for any of the products or services that you purchase or rewards or other incentives that you earn using Slonkit. 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

Slonkit users are eligible to use the App to :-

1. Register for Slonkit Card *
2. Reload their Slonkit card;
3. Review and monitor their Slonkit card transactions;
4. Review and download statements of accounts, as per defined period parameters; and
5. Recharge Mobile Account

(* For the detailed usage please refer to Important Terms & Conditions governing Slonkit-DCB Card).

Slonkit 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 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**").

You hereby agree to use Slonkit 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 undertaken by using Slonkit.

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

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 Slonkit 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 Slonkit determines, at its sole discretion, that any use of Slonkit violates these terms or any applicable law or regulation, Slonkit may decline to process the payment or otherwise suspend your use of Slonkit without prior notice. In case Slonkit has any reason to suspect that You are using Slonkit for an illegal

purpose, You acknowledge and agree that Slonkit may share information regarding You and your use of Slonkit with law enforcement authorities, and take any other legal actions as it deems fit.

You shall immediately notify Slonkit 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 Slonkit account. Slonkit shall not be responsible for any losses arising out of the loss or theft of 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 Slonkit with respect to any inaccurate, unauthorized, or fraudulent transaction is to terminate this Agreement and not make any further payments using Slonkit.

7. Fees and Charges

8. You agree to pay all fees and charges that may be notified from time to time.

9. Slonkit may, upon notice if required by applicable laws, at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges.

10. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

8. 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.

9. Disclaimer of Warranties

All the contents of this App are only for general information or use. No information on this App constitutes advice by Slonkit, 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 (Slonkit) 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 Slonkit has no control or connection, business or otherwise as these sites are external to Slonkit. Slonkit therefore neither endorses nor offers any judgement 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.

10. 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 Slonkit.

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.

Slonkit is controlled and operated from facilities in India. Slonkit makes no representations that Slonkit is appropriate or available for use in other locations. Any person who accesses or uses Slonkit 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.

11. 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 Slonkit; (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 Slonkit with your unique username, password or other appropriate security code.

12. Termination / Suspension of Account

Slonkit 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.

13. **Dispute Resolution**

You and Slonkit 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.

14. **Governing Laws**

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

15. **Notice**

All notices in relation to the Site shall be effective if in writing and shall be duly made when sent to Slonkit 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.

16. **Customer Support**

If you need to communicate with Slonkit for any reason, such as for technical support, to resolve a Dispute, to close your Slonkit account, or to opt-out of the sharing of Personal Information regarding which

you have the right to opt-out, contact Slonkit's Customer Support Department by e-mail at cs@slonkit.com or by telephone at 1800229522.

17. **Miscellaneous**

Except as expressly provided in these terms, these terms are a complete statement of the agreement between You and Slonkit, and they describe the entire liability of Slonkit and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of Slonkit. 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 Slonkit may have under trade secret, copyright, patent, or other laws. Slonkit'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.

Card Terms of Use

IMPORTANT TERMS AND CONDITIONS GOVERNING SLONKIT-DCB PREPAID CARD

The Card

The Slonkit Card ("The Card") is brought to you by DCB Bank Limited (Formerly Development Credit 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 Slonkit 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 Slonkit App/Slonkit 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, and

(4) you accept the responsibility for all activities undertaken by your child registered by you under this program, who is below the age of 18 years and /or dependent on you and who is using the Card & the SLONKIT App.

However, a minor under a guardianship of a person who has capacity to contract may hold and use the Card under such guardianship. The Guardian who loads the card of the minor shall be responsible for all the actions of the minor. The guardian undertakes to indemnify and keep indemnified Sienna Systems Resources Pvt. Ltd. from any usage of the minor's card. The Guardian further undertakes to maintain complete supervision at all time on the activities of the minor and agrees to be fully compliant of all the rules and regulations being in force from time to time.

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.
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. A maximum 4 cards can be ordered at a particular address provided by the Cardholder. If any discrepancies on the said clause are observed, Sienna reserves the right to suspend the Card.

12. 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.
13. 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.
14. 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.
15. Neither Sienna nor the Bank shall be liable for any delay in debiting any transaction amount or exceptional transaction amount.
16. The Cardholder will ensure that he has sufficient balance on the Card to meet any such transaction.
17. The Cardholder shall not be entitled to utilize funds by the use of the Card in excess of amount available in the card.
18. No redemption, transfer of funds or cash withdrawal is permitted on this Prepaid Card, except as per directions of the RBI, if any.
19. The Card is issued by the Bank, which has to comply with Reserve Bank of India regulations on issuance of Cards. The Card can be loaded and re-loaded only through Debit Cards, Credit Cards and Internet Banking. 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/-
20. The Cardholder is required to carry out OTP based Aadhaar authentication to register/continue using Slonkit services. This Aadhaar authentication will be valid for a year and will be subsequently changed to 'Full KYC'.
21. 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.
22. 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.
23. The Cardholder can approach any of the offices of Sienna for card renewal or closure before expiry.
24. The Bank and Sienna reserves the sole right to renew your Card account upon expiry.

25. The Cardholder will inform Sienna for any irregularities or discrepancies noticed in the transaction details at a merchant establishment / online transactions within 30 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.

26. The Bank and Sienna disclaims any warranty with respect to goods bought or services availed using the Card at the merchant establishment/online transaction.

27. 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	Rs.100 + Taxes as applicable
Annual Fee (2nd year onwards)	Rs.100 + Taxes as applicable
Value Load Fee	Rs. NIL per load
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 centre at 1800 22 9522 or via the App immediately.

2. The Prepaid Card shall then be blocked and Slonkit may issue new card as per prescribed procedure in this regard with the balance amount for a nominal charge, as may be prescribed by Slonkit 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 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 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.

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)

1. The Bank and Sienna use the 'Verified by Visa' system for internet based transactions undertaken by the Cardholder.
2. 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.

3. 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.
4. 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 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.slonkit.com). 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.slonkit.com

The herein mentioned terms and conditions are subject to change periodically at the discretion of the Bank and Sienna.