



TERMS & CONDITIONS - SICURNET SERVICE

This agreement ("Agreement") is entered into by and between CRIF SOLUTIONS PRIVATE LIMITED ("CRIF"), a company registered under the Companies Act 2013 with registered office at Unit 601, 6th Floor, Axis Centra, Off PAN Card Club Road, Baner, Pune-411045 and the customer, ("Customer") as identified on the basis of the data provided by the Customer himself on the SICURNET Registration page, who is interested in obtaining web monitoring of thier personal data in order to prevent fraudulent events related to the unauthorized use of personal data.

Given that:

- a) CRIF, as part of its services, has implemented consumer product SICURNET Service, or the web monitoring service of its personal data in order to identify and, possibly, prevent possible identity theft or fraudulent use of such personal data and to provide greater awareness about the circulation of its personal data on the web.
- b) The Customer is interested in the SICURNET Service, and the Parties with this Agreement intend to regulate the terms and conditions of the provision of the SICURNET Service.

All this said and connoting the premises an integral and substantial part of this Agreement, the following is agreed and concluded.

Article 1- Definitions

In the interpretation of this Agreement, reference should be made to the following definitions which, where capitalized, must be understood as follows:

- a) "Contractual Documentation" means the contract duly completed and signed, complete with information and consent, freely accepted by the Customer online on www.crif.in and any other credentials supplied by the Customer.
- b) "Data": means the set of customer ownership data that will be monitored at the Websites, such as but not limited to, personal data, tax details such as PAN (Permanent Account Number) and TAN (Tax Account Number), e-mails, telephone numbers, credit card numbers, financial information, sexual orientation, Medical records and history, biometric information ; the list of data that can be activated under monitoring is made available at the Reserved Area.
- c) "Fee" shall mean the cost of the Subscription Plan activated by the Customer. The Fee is exclusive of applicable taxes and statutory charges.
- d) "Login Credentials": means the authentication credentials that CRIF communicates to the Customer for access to the Reserved Area within which he can take advantage, in the dedicated section, of the features of the SICURNET Service.
- e) "Reserved Area": means the dedicated portion of the www.crif.in site to which the Customer can access confidentially and exclusively using the Access Credentials.
- f) "SICURNET Alert": means the communication sent to the Customer that detects the Data (one or more) collected in constancy of execution of the SICURNET Service on the Websites and the preliminary and general steps and actions for the Customer in defense of their Data.

- g) "Subscription Plan" means the several service variants offered by CRIF with varied features for availing of Customer from time to time. Different Subscription Plan shall have different Fee which may be changed at sole discretion of CRIF from time to time. "SICURNET Customer Service": means the qualified call center dedicated to customers of the Mister Credit line for every request regarding CRIF, the SICURNET line of products and services.
- h) "SICURNET Service": means the Customer's Data Monitoring service on the Websites, in order to identify and, if necessary, prevent any identity theft or fraudulent use of such Data to the detriment of the Customer, supporting them in the management of thier Data in COMPUTER environments.
- i) "Sign Up" shall mean the process of providing the requested information in the form on www.crif.in, completing the Contractual Documentation including completing consent, and accepting the terms hereby mentioned in this Agreement.
- j) "Web" means the databases of information available online, the websites (such as but not limited to, forums and other sites that require a preliminary registration, sites for anonymous messaging exchange), public internet pages and the main Indian and International social networks to be monitored in order to detect the possible presence of data.

Article 2-Object

With this Agreement, CRIF provides the Customer, who accepts, with the SICURNET Service, in compliance with the terms and conditions referred to in this Agreement, against the realization of the consideration referred to in art. 6 of this Agreement.

Article 3-Terms of Service

CRIF shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed except to the extent required for fulfillment of services. CRIF is committed to implementing the best technologies to detect and monitor Customer Data at the Web as part of the SICURNET Service, it being understood that in no way can the full and absolute identification of all Data in web environments be guaranteed, given the continuous evolution and technological progress.

- a) The Customer undertakes to provide with any or all available information which is necessary for the performance of the activities under this Agreement.
- b) Subject to conditions in paragraph d) of this Article, CRIF shall make best efforts to activate the SICURNET Service within 7 (seven) working days of receipt of the confirmation that the Customer has completed the Sign Up for SICURNET Service, provided the complete consent by agreeing on this Agreement, and has paid the consideration in compliance with the deadlines referred to in Article 6.
- c) Customer will be provided with Login Credentials, the Customer can enter their Data, according to the set determined at the Reserved Area, to be monitored and received in real time SICURNET Alert. At any time, by accessing the Reserved Area, the Customer may expand and update, as part of the set of Available Data, the Data to be monitored.
- d) CRIF will also send Sicurnet alerts to the Customer by e-mail. It is understood that any details regarding what is detected in each SICURNET Alert are available within the Reserved Area. On a monthly basis, CRIF will make available to the Customer a summary message of the SICURNET Alerts sent during the monitored period, in compliance with the procedures referred to in paragraph 5 of this article. This message will also be sent if, during the monitored period, no Data has been found. It is understood that the Customer, for any further information, may connect to the Reserved Area.

- e) Customer hereby agrees and accept that CRIF may use third Parties entities for the purpose of executing the SICURNET Service. The Customer acknowledges that CRIF may engage third parties including Service Partners for the fulfillment of the services including payment processes through payment gateway and allied payment activities and the Customer hereby consents to CRIF disclosing, to the extent relevant, the Customer's Personal Information and/or details of Plan(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer. The Customer hereby consents to CRIF identifying any service providers and/or products that may be of some interest to the Customer.

Article 4-Obligations of the Parties

- a) The Customer is required not to use the SICURNET Service for illegal purposes or in a manner that directly or indirectly violates the rights of other users and/or third parties. It is therefore expressly forbidden to enter false and/or invented personal data necessary for the performance of the SICURNET Service, it is expressly forbidden to enter third-party data or make multiple registrations for a single Customer.
- b) The Customer, if he is provided with Access Credentials, is required not to disclose them and/or make them available to any other individual or third parties and to keep them diligently in order to ensure their confidentiality, as well as to comply with the directives that CRIF may provide to the Customer for use and confidential access.
- c) CRIF undertakes to observe and comply with any law, regulation and legislation, and in particular the Information Technology Act, 2000 as updated and amended from time to time through associated or independent guidelines and notifications by the competent authorities and definition of Sensitive personal data or information in such act that refers to the activity covered by this Agreement, it being understood that CRIF, with a view to the pursuit and constant maintenance of such compliance, may make the changes deemed necessary and appropriate to the structure of the information provided, without any profile being opposed to CRIF itself.
- d) The Customer hereby confirms that he/she is eligible to enter into this contract and possesses complete capacity to perform rights and obligation in this Agreement in accordance with laws of India as amended from time to time. The Customer hereby undertakes and confirms that the Personal Information provided by the Customer for the purposes of availing the SICURNET Services is true and accurate.

Article 5-Data Management

The Customer authorizes CRIF for the processing of its data within the scope and for the purposes of the SICURNET Service. It is also understood that CRIF will be authorized to process customer data for the purposes including the services that CRIF deems fitting and marketable to the Customer. CRIF endeavors to undertake, without prejudice to any data, documents and information provided and expressly authorized by the Customer, to treat as strictly confidential and not to disclose to third parties, except as provided for in Article 3 of this Agreement.

Article 6-Consideration and method of payment

- a) CRIF shall charge the Fee immediately from the Customer for availing of the Subscription Plan activated by the Customer. The Subscription Plan activated by the Customer shall be activated for twelve (12) months and will automatically renew for further twelve (12) months consecutively. The Customer hereby expressly authorizes CRIF with appropriate debit instructions to deduct the prevailing Fee as on date of

the automatic renewal of the existing Subscription Plan from the Customer's bank or credit/debit card from time to time including applicable taxes and levies.

- b) The Fee is excluding GST and any other statutory charges in accordance with Indian tax laws, as agreed between the Customer and CRIF. The Customer undertakes to settle this consideration in advance and in a single transaction, at the time of the Sign Up. Payment must be made by the Customer through the method chosen by the Customer on the Request Form or other method made available by CRIF, if the method chosen by the Customer is not currently available.
- c) CRIF undertakes to issue an automatic system generated invoice against the SICURNET Service within seven (7) working days from the date of payment of the Fee by the Customer. The invoice will be sent via the web (Site Reserved Area under www.personalsolution.crif.in domain)

Article 7-Indemnity

The Customer hereby agrees to defend, indemnify and hold CRIF and its officers, directors, employees, official representatives and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by CRIF or its officers or employees arising out of:

- a) any wrongful act or omission of the Customer in relation to the usage of the SICURNET or any Service as per this Agreement.
- b) any willful misconduct, gross negligence, or fraud by the Customer.
- c) any failure of the Customer to comply with the applicable law.
- d) any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
- e) any third-party claims arising out of the Customer's use of the Plan(s).

Article 8- Liability

- a) CRIF shall not be liable for any loss or damage caused to the Client from arising from use of SICURNET Service.
- b) Without prejudice to the foregoing paragraph – and without prejudice to the due diligence obligations placed on CRIF itself – the Customer exempts CRIF from any liability arising from the use that the customer themselves makes of the SICURNET Service.
- c) In particular, any responsibility of CRIF with regard to the content of the Data and information as provided by the Customer and as collected on the Websites is excluded.
- d) Customer expressly indemnifies CRIF from any claim for damages that should be made against CRIF by any party or entity.
- e) It is also understood that the SICURNET Service is a monitoring service to support the Customer; therefore, the SICURNET Service does not guarantee the Customer from unauthorized and unauthorized uses of the Data or from any injurious events resulting from the unlawful use of the Data, consisting only an information and notification service for the management of data in web environments.

Article 9-Termination

CRIF reserves the right to terminate this Agreement with immediate effect, in the event of changes in current legislation or measures by the competent administrative authority that make it impossible to provide the SICURNET Service, by sending the Customer an email or SMS (Short Messaging Service) indicating the same by providing relevant time period in accordance with the regulation at that point of time.

Article 10-Duration

This Agreement shall be deemed to apply from the date of subscription affixed by the Customer on the registration and payment until the twelfth month following the date of subscription. This Agreement may be renewed at maturity for subsequent subscription periods, against the advance payment of the consideration referred to in art. 6 – without prejudice to any economic improvement conditions for the Customer agreed with CRIF, it being understood that the SICURNET Service will be regulated in compliance with the terms and conditions provided for therein; the renewal operation can be carried out by accessing the Reserved Area or by contacting www.crif.in customer service. Upon successful operation, the provision of the SICURNET Service will be guaranteed.

Article 11-Competent Court

This Agreement is governed by and construed and interpreted in accordance with the laws of India. Any dispute deriving from or connected with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Mumbai, India.

Article 12-Notice

The Customer may send any communication to CRIF Solutions Private Limited with its registered office at Unit 601, 6th Floor, Axis Centra, Off PAN Card Club Road, Baner, Pune-411045 ("CRIF") is the provider of the SICURNET Service.

Article 13-SICURNET SERVICE DESCRIPTION

The SICURNET Service allows its customers to verify, detect and prevent possible identity theft or fraudulent use of their personal data. When activating the SICURNET Service, CRIF monitors personal data (in the minimum set determined independently by the customer at the Reserved Area) at websites (for example, social networks, websites that require registration of personal data, online databases, sites that allow the exchange of messaging services anonymously) in order to identify the presence of the aforementioned data, notifying the customer in order to intervene promptly if the use has not been authorized by the customer.

Article 14-Consent by Customer

The Customer hereby consents to

- a) the use of the Personal Information by CRIF invariably in respect to services provided by CRIF. The Customer also hereby consents to the Personal Information being disclosed by CRIF to any third party including any insurer, Service Partner of CRIF who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment of the services or if required by law recording phone calls between the Customer and CRIF in order for CRIF to inter alia (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
- b) provide customized recommendations and offers on services of CRIF or its business partners and affiliates.
- c) Expressly waive any and all rights available to me under any other applicable law in relation to the offers or solicitations made under this Agreement.

- d) The Customer hereby also acknowledges that CRIF has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Fee or part thereof, from time to time. The Customer hereby provides his/her consent to CRIF for appointing agents to collect amounts payable to CRIF, as may be considered necessary in the sole discretion of CRIF and which shall be at the sole risk and cost of the Customer.