

Terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules made there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.mykycbank.com website.

The domain name www.mykycbank.com (hereinafter referred to as "**Website**") is owned by G& KYC Information Centre (hereinafter referred to as "**GJKIC**"), a private company limited by guarantee incorporated under the provisions of Section 8 of the Companies Act, 2013 with its registered office at AW 1010, Tower A, 1st Floor, Bharat Diamond Bourse, Bandra Kurla Complex, Bandra East, Mumbai 400 051 and principal place of business at Unit Nos.4B 16 and 17, 4th Floor, Phoenix Paragaon Plaza, L.B.S.Marg, Kurla West, Mumbai 400 070.

Background

*The Gems and Jewellery Industry (precious metals and precious stones) has been classified by the Financial Action Task Force ("**FATF**") as a Designated Non-Financial Business or Profession ("**DNFBP**"). As part of the FATF guidelines, all participants in the industry are obligated to do a customer due diligence ("**CDD**"), monitor transactions, report suspicious transactions etc. for all transactions. While the FATF guidelines specifically refer only to transactions in cash, the Prevention of Money Laundering Act, 2002 in India does not make that differentiation. In many global jurisdictions, local regulations extend the guidelines to all transactions within the trade.*

The Gems and Jewellery industry is highly fragmented, with many small and medium sized players. Many of these companies might not be in a position to implement the CDD requirements. Also, a majority of the transactions in the trade are within industry participants. This means that if there are multiple transactions with different members within the trade, there is a large duplication as CDD would need to be done repeatedly. This adds to the transaction costs in the industry.

The fragmented nature of the industry also means that there is a dearth of information available about the Gems and Jewellery companies.

Platform for Information Sharing and Communication

The Website is a platform that enables the Registered Users to view profiles and interact with other Registered Users to whom they are connected. GJKIC is not and will not be a party to, or control in any manner, any transaction between the Registered Users. GJKIC functions to merely enable exchange of information, specifically CDD related information, between Registered Users in a more efficient manner.

MyKYCBank Process in Brief

The GJKIC platform is an online portal, open only to members of Approved Industry Entities. Such members can upload their KYC information and copies of supporting documents. Once the information is complete, it can be submitted for review. The platform's backend compliance team reviews the applicant's application, and either indicates shortcomings, or approves the profile. A profile that is incomplete shall not be activated.

On approval, a unique number is generated and the Registered User's profile is activated. The Registered User can then send a request to other Registered Users already on the platform. Once a request is accepted by the other Registered User, their respective public profiles are mutually available for viewing.

Each Registered User is also sent a copy of their entire profile, which needs to be verified and signed. This profile, along with the original documents, needs to be submitted to the respective Approved Industry Entities for verification. The Approved Industry Entities will verify the profile copy with the originals and then keep the verified copy. This verified copy, retained by the Approved Industry Entity, would be periodically physically mailed to the platform back office. This compliance team then rechecks the verified copy with the application and gives it a higher state of verification. In the event the Registered User fails to submit the profile or the Approved Industry Entities fails to verify the profile copy submitted by any Registered User with the originals within the timelines specified for this purpose, GJKIC shall have the right to take such action as it shall deem fit, including but not limited to the suspension / cancellation of the membership, in accordance with the disciplinary policy.

A similar process is followed for any changes in the Registered User's profile. In the event of any change in the profile, the Registered User is expected to update the profile within 30 days from such a change. The Website will allow the

Registered User to update the relevant information, which will then be reviewed by the compliance team after submission. The changes would be effected once the compliance team has confirmed the changes and documents submitted. These changes would be automatically visible to all the connections of the Registered User and are also be highlighted on their respective walls.

The supporting documents would need to be verified against the physical documents by the respective Approved Industry Entity, in a process similar to the one mentioned above for profile activation.

There would also be additional periodic processes which would be to confirm that there have been no changes to the profile as it exists on the platform. The periodicity of these would be determined by the Website. These confirmations would be of 2 types

- Email with link to confirm that there have been no updates in the profile and that the profile which exists on the site has the latest and correct information. This process would be done every 6-18 months
- Physical letter confirming that there are no changes in the profile is to be uploaded on the Website, which will be verified by the back-end team, before confirmation. This letter would need to be submitted to the respective Approved Industry Entity in original, along with the covering letter. This process would be done every 3-5 years

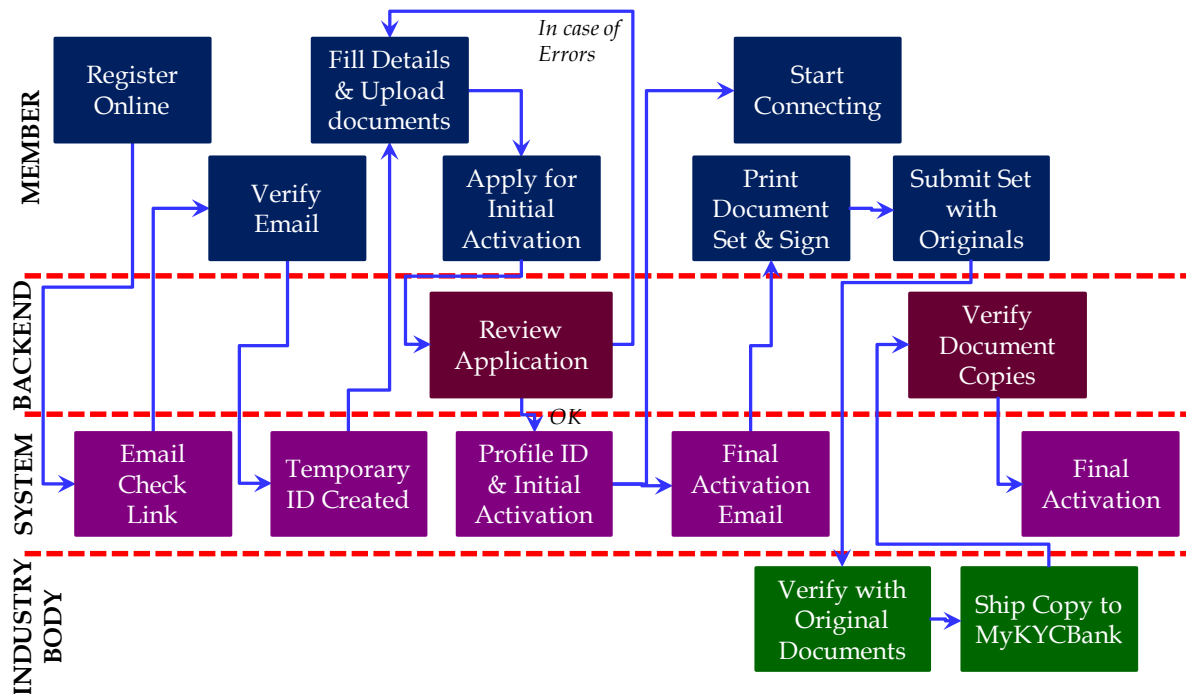
Failure to respond to these requests could lead to disciplinary action.

The Registered User information covers all 'KYC requirements', including ownership details and ultimate beneficiary information. The ultimate beneficiary information is currently accepted based on a self-declaration but all information uploaded on the portal is being verified and controlled by GJKIC's compliance team. If any information is found to be incorrect or incomplete the 'Registered User's account may be suspended or blocked.

Once a connection between two Registered User has been established, each Registered User can view the standard 1-2 pager KYC profile of the Registered User. If the Registered User wishes to view the full profile, with supporting documents, it needs to send a request to the Registered User concerned for the full profile. Once the request is accepted by such Registered User, a full profile is emailed to the requesting Registered User.

Please note that it is upto Registered User, whether to accept the connection request from other registered user for sharing their information including standard 1-2 pager KYC profile OR request for viewing full profile with supporting document.

GJKIC cannot take responsibility for or control the information provided by you to other users which is made available on the Website post connection acceptance.



Terms of Use

Your use of the Website and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with GJKIC and these terms and conditions including the privacy policy constitutes Your binding obligations, with GJKIC. When You use any of the services provided by Us through the Website, including but not limited to any database, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by GJKIC policies including but not limited to Privacy Policy as amended from time to time.

Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a user of the Website and shall not transact on or use the Website. As a minor if you wish to use or transact on the Website, such use or transaction may be made by your legal guardian or parents on the Website. GJKIC reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to GJKIC's notice or if it is discovered that you are under the age of 18 years.

Further, applicants registering on the Website need to be members of an Approved Industry Entity. Applicants who are not members of an Approved Industry Entity cannot register on the platform. Once Your profile is activated on the Website after following the process as set out above, such profile shall be shared with the Approved Industry Entities in which the Registered User is a member.

Your Account and Registration Obligations for Membership

The platform of this Website is an online portal, where KYC information can be uploaded and updated from time to time. This is verified by the back-end compliance team of GJKIC, after which the Registered User can share his profile with other Registered Users on the platform.

This process is unique because it builds in a few specific features:

- The Registered User's information is backed by a verification by the Approved Industry Entity;
- Updated information will be reviewed by a centralized compliance team, employing processes equivalent to those prescribed for banks
- While an updated information sheet is available online at any time, specific approvals are required for sharing supporting documents
- All Registered Users shall be provided with a unique code.
- The profile of the Registered Users shall be tagged with a 'label' if they are on a sanctions list under law or if any member is a "Politically Exposed Person".

- Other information obtained from external sources, namely any negative media or regulatory actions relevant to anti money laundering (AML) or criminal proceedings against either a member or their connected individuals will be tagged to the concerned Approved Industry Entity. This information will be visible to all the connections of the Registered User as well.

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, or your copy of your profile is not verified within the allotted time by your industry body (see below) , We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website. We shall also have the right to indefinitely suspend or terminate or block access of your membership if you act in an unethical manner, are subject to criminal convictions, or if you damage the interests and/or image of the GJKIC through you actions or behavior or if you carry out activities, whereby the implementation of legal procedures, that damage or harm or attempt to damage or harm the reputation, functioning ,financial or operational interests of the GJKIC. It is at the sole discretion of the GJKIC to decide on the suspension or termination of your access and by undersigning these terms and conditions you explicitly understand and agree with the content of this paragraph.

Communications

When You use the Website or send emails or other data, information or communication to Us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

Other Terms

1. GJKIC has a separate document which may be changed from time to time, namely the Member Disciplinary Actions document, which lays down the different actions which can be taken and the triggers which may lead to the respective actions. The member, as part of these terms and conditions, accepts the right of GJKIC to take actions based on the said document.
2. GJKIC does not make any representation or warranty as to specifics (such as goodwill of trade secrets, etc) of the information available on the Website. GJKIC does not implicitly or explicitly support or endorse any sale or purchase of any

- products or services on the Website. GJKIC accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. GJKIC is not responsible for any non-performance or breach of any contract entered into between the Registered User. GJKIC cannot and does not guarantee that the concerned Registered Users will perform any transaction concluded on the Website. GJKIC shall not and is not required to mediate or resolve any dispute or disagreement between the Registered Users. However, any disputes which may arise might be taken up through the Approved Industry Entities.
 4. GJKIC does not make any representation or warranty as to the item-specifics (such as legal title, credit worthiness, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.
 5. GJKIC does not at any point of time during any sharing of information or transactions between Registered Users on the Website come into or take possession of any of the products or services offered by anyone nor does it at any point gain title to or have any rights or claims over the products or services offered by Registered Users.
 6. At no time shall GJKIC hold any right, title or interest over the information nor shall GJKIC have any obligations or liabilities in respect of such contract entered into between any Registered Users. GJKIC is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of any business transactions between the Registered Users.
 7. The Website is only an online platform for sharing standard KYC information by the Registered Users. GJKIC is only providing a platform for communication and it is agreed that the contract for sale/purchase of any of the products or services shall be a strictly bipartite contract between the Registered Users.
 8. At no time shall GJKIC hold any right, title or interest over the products nor shall GJKIC have any obligations or liabilities in respect of such contracts entered into between the Registered Users.
 9. You shall independently agree upon the manner and the terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with or share your information with.
 10. You release and indemnify GJKIC and/or any of its officers, employees, agents and representatives from any cost, damage, liability or other consequence of any of the actions of the Registered Users of the Website and specifically waive any claims that You may have in this behalf under any applicable law.

Notwithstanding its reasonable efforts in that behalf, GJKIC cannot take responsibility for or control the information provided by other Registered Users which is made available on the Website. You may find other Registered User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website.

11. The connections accepted cannot be deleted for 5 years as per record keeping requirements of Prevention of Anti Money Regulation(PMLA). Hence, you are requested and required to check details of connection requests received.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

Charges

Membership to the Website is only open to members of Approved Industry Entities only; individuals, companies or other body corporataes which are not members of such Approved Industry Entities cannot register on this platform. Charges for a Registered User shall be recovered in the form of a one time registration fee to be payable by the Registered User at time of registration and an annual charge shall also be required to be paid by the Registered User to the GJKIC. GJKIC reserves the right to change its policy in respect of membership fees ("**Fee Policy**") from time to time. In particular, GJKIC may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event GJKIC reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees for Indian members and US Dollars for international Registered Users. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to GJKIC.

Use of the Website

You agree, undertake and confirm that Your use of the Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You do not have any right;

(b) is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as comprising of sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see copyright complaint below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains video, photographs, or images of another person;

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website, without Our prior written consent. Throughout these Terms of Use, GJKIC's prior written consent means a communication coming from GJKIC's [Legal Department], specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believe is or could be construed as being illegal;

(q) interferes with another Registered User's use and enjoyment of the Website or any other enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) harms minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonates another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force³;

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our ISPs or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms GJKIC, (GJEPC, or mykycbank.com (the Website), or otherwise engage in any conduct or action that might tarnish the image or reputation, of GJKIC or sellers on platform or otherwise tarnish or dilute any of GJKIC's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or GJKIC's systems or networks, or any systems or networks connected to GJKIC.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of GJKIC and / or others.

9. You shall at all times ensure full compliance with the provisions of the Information Technology Act, 2000 and rules made there under as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder from time to time) and applicable international laws, statutes, ordinances and regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

11. From time to time, You shall be responsible for providing information relating to the products or services dealt by You. In this regard, You undertake that all such information shall be accurate, true and complete in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Registered Users in any manner.

12. You shall not engage in advertising to, or solicitation of, other Registered Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to Us. You may not transmit any chain letters or unsolicited commercial or junk email to

other Registered Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person. You shall not use the information from the Website in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect the Registered Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a Registered User may send to other Registered Users in any 24-hour period which We deem appropriate in Our sole discretion. You agree that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials or authorities, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. In future we may provide an access of your information to Banks/Financial Institutions. However, the access will be provided only after your Confirmation as a connection request from Bank/FIs. You explicitly consent to the said sharing of information with Banks/FIs by agreeing to this Terms & Conditions.

We reserve the right, but have no obligation, to monitor the materials posted on the Website. GJKIC shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect GJKIC views. In no event shall GJKIC assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

14. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

15. GJKIC shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

Contents Posted on Site

All the Content (hereinafter defined), is a third party user generated content and GJKIC has no control over such third party user generated content as GJKIC is merely an intermediary for the purposes of this Terms of Use.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Our/ GJKIC's express prior written consent.

You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, text, graphics, user interfaces, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (hereinafter collectively referred to as "**Content**"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or

hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy on site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your personal information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000 and the rules made thereunder, from time to time), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and the rules made there under. Your personal information shall be kept confidential and shall be governed by the terms herein and by the terms of Our Privacy Policy. Our current Privacy Policy is available on the Website. If You object to Your information being transferred or used in this way please do not use Website.

We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out.

We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our services, to comply with our legal obligations, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information, if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce these Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

Disclaimer of Warranties and Limitation of Liability

This Website, all the materials and products (including but not limited to software and the Contents) and services, included on or otherwise made available to You through this Website are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, GJKIC does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.

GJKIC will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. GJKIC does not warrant that this Website; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Website constitutes, or is meant to constitute, advice of any kind.

Services

Further:

1. Transactions, transaction price and all commercial terms such as delivery, dispatch of products and/or services are as per principal to principal bipartite contractual obligations between the Registered Users. GJKIC is not liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on GJKIC's Website.

2. GJKIC or its service providers are not authorized to collect, process, facilitate and remit payments and / or the transaction price electronically or through cash on delivery to and from other Registered Users in respect of transactions through payment facility between the Registered Users. Your relationship with GJKIC is on a principal to principal basis and by accepting these Terms of Use you agree that GJKIC is an independent contractor for all purposes, and does not have control of or liability for any business transactions if done between any Registered Users those are listed on GJKIC's Website.

3. You understand, accept and agree that the payment facility provided by GJKIC is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic database, receiving No payments through any mode from individuals.

4. GJKIC reserves the right to refuse membership to any trade association with a prior history of questionable charges including without limitation breach of any agreements with GJKIC or GJEPC or breach/violation of any law or any charges imposed by any government bodies or breach of any policy.

5. GJKIC may do such checks as it deems fit before approving the membership of individuals through Approved Industry Entities for security or other reasons at the discretion of GJKIC. As a result of such check if GJKIC is not satisfied with the creditability of the to be Registered User or genuineness of the membership with the Approved Industry Entity through whom the application is submitted, it will have the right to reject the membership.

6. GJKIC at the request of law enforcement officials or in the event the Registered User is engaged in any form of illegal activity may disclose the identity or database.

7. The Registered User acknowledges that GJKIC will not be liable for any damages, interests or claims etc.

Compliance with Laws:

8. Registered Users, if enrolled into any sale transactions, shall comply with all the applicable laws of India (including but without limitation the Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under by the Reserve Bank of India from time to time, the Customs Act 1962, the Information Technology Act, 2000 as amended from time to time, Prevention of Money Laundering Act, 2002 and the rules made there under, the Foreign Contribution Regulation Act, 1976 and the rules made there under, and the Income Tax Act, 1961 and the rules made there under, and the Export Import Policy of Government of India) as may be applicable.

If GJKIC has suspicion or knowledge, that any of its Registered Users are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then GJKIC may, while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the display name of such Registered User and /or disqualify that user and any related users from availing protection through this program.

GJKIC reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, GJKIC may at its sole discretion suspend, block, restrict, cancel the display name and its related display names of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a fraudulent complaint containing false, incomplete,

or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

Data:

- By participating in the data exchange, You confirm that You are the sole and absolute owner and/or user of the data mentioned in the Website.
- You confirm that data which You are exchanging under the mykycbank program is genuine and is not fake, nor impersonified.
- You agree to indemnify and keep indemnifying GJKIC in respect of the Website and any future Registered User against all or any third party claims, demand, cost, expenses including attorney fees which may be suffered, incurred, undergone and / or sustained by GJKIC in respect of the Website, its affiliates or any future member due to usage of the data by you till date and you undertake to make good the same.
- You confirm that all the data provided on the Website and accessible by You will be kept private and confidential and not used for any marketing or illegal purpose or shared with any other third party except if required under applicable law. You also confirm that GJKIC, GJEPC or the Website shall not be responsible for any data breach or stolen data and You will not approach the Website for any retrieval of the data.
- You hereby consent that the personal information that you have provided might be processed, transferred and retained by GJKIC and other entities involved in managing the program / Website for, amongst others, the purposes of validating the information that you provided herein and for the administration of the program /Website.

Indemnity

You shall indemnify and hold harmless GJKIC, its owners, licensee, affiliates, subsidiaries, group companies, holding Companies (as applicable) and their respective officers, directors, agents, and employees, and representatives from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Applicable Law and Jurisdiction

The Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. Any dispute arising out of or in relation to the Terms of Use shall be subject to the exclusive jurisdiction of the courts in Mumbai.

Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Website is presented solely for the purpose of domestic as well international membership. GJKIC make no representation that materials in the Website are appropriate or available for use in other locations/countries other than India. Those who choose to access this Website from other locations/countries other than India do so on their own initiative and GJKIC is not responsible for any trade incurred between any members from other locations/countries other than India, and compliance with the laws of India.

Entire Agreement

This Terms of Use together with the Privacy Policy constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The Terms of Use together with the Privacy Policy (which are available on the Site) shall be read in harmony.

Trademark, Copyright and Restriction

This site is controlled and operated by GJKIC. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

Trademark complaint

GJKIC respects the intellectual property of others. In case You feel that our Trademark has been infringed, You can write to GJKIC at
Unit Nos. 4B 16 and 17,
4th Floor,
Phoenix Paragon Plaza,
L.B.S. Marg, Kurla (West),
Mumbai – 400070.
Tel : 912261156800
Email: info [at] mykycbank <dot> com
Website: www.mykycbank.com

Product Description

GJKIC does not warrant that the database description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

Contact Us

Please for any questions or comments (including all inquiries related to copyright infringement) regarding this Website contact us on GJKIC at
Unit Nos. 4B 16 and 17,
4th Floor, Phoenix Paragon Plaza,
L.B.S. Marg,
Kurla (West),
Mumbai – 400070.
Tel:912261156800
Email : info[at]mykycbank[dot]com
Website:www.mykycbank.com.

Grievance officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name : Mr. Nayan Chawhan, Head - Compliance
Ph – 022 61156802; E-mail: nayan.chawhan[at]mykycbank[dot]com
Timing for Grievance Redressal: Monday to Friday – 10AM to 2PM

Data Protection Officer

In accordance with General Data Protection Regulation and rules made there under, the name and contact details of the Data Protection Officer are provided below:

Name: Mr. Pranay Narvekar
Ph – 022 61156800; E-mail: pranay.narvekar[at]mykycbank[dot]com

Place of Business:

Unit Nos. 4B 16 and 17, 4th Floor,
Phoenix Paragon Plaza, L.B.S. Marg,
Kurla (West), Mumbai – 400070
Phone: +91 – 22-61156800
Email: info <at> mykycbank [dot] com
Website: www.mykycbank.com

POLICIES

Profanity Policy

GJKIC prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

This policy extends to text within listings, on seller pages and all other areas of the Website that another Registered User may view. If the profane words are part of a title for the item being sold, we allow sellers to 'blur' out the bulk of the offending word with asterisks (i.e., s*** or f***).

Please report any violations of this Terms of Use to the correct area for review:

- Report offensive display names
- Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Registered Users on the Website; or email communication between Registered Users in relation to transactions conducted on Website contain profanity, please review our feedback removal policy and submit a request for action/removal.

Disciplinary action may result in the indefinite suspension of a Registered User's account, temporary suspension, or a formal warning.

GJKIC will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

1. Limits placed on account privileges;
2. Loss of special status;
3. Account suspension.

Email Abuse & Threat Policy

Private communication, including email correspondence, is not regulated by GJKIC. GJKIC encourages its Registered Users to be professional, courteous and respectful when communicating by email.

However, GJKIC will investigate and can take appropriate action on certain types of unwanted emails that violate GJKIC policies.

Such instances:

Threats of Bodily Harm - GJKIC does not permit Registered Users to send explicit threats of bodily harm.

Misuse of GJKIC System - GJKIC allows Registered Users to facilitate transactions through the GJKIC system, but will investigate any misuse of this service.

Spoof (Fake) email - GJKIC will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through Our 'Contact Us' tab.

Spam (Unsolicited Commercial email) - GJKIC's spam policy applies only to unsolicited commercial messages sent by GJKIC Registered Users. GJKIC Users are not allowed to send spam messages to other Users.

GJKIC policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status

Other Businesses

GJKIC does not take responsibility or liability for the actions, products, content and services on the Website, which are linked to affiliates and / or third party websites using Website's application programme interface or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, GJKIC assumes no responsibility for examining or evaluating the products and services offered by them. GJKIC does not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). GJKIC does not endorse, in any way, any third party website(s) or content thereof.

- Rapid response by GJKIC in ending listings reported by you (as the Verified Rights Owner) as allegedly infringing
- Dedicated priority email queues for reporting alleged infringements
- The ability to obtain identifying information about GJKIC's users'

Force Majeure

- (a) GJKIC shall not be liable for any failure to perform any of its obligations under this Terms and Condition or provide the Services or any part thereof if the performance is prevented, hindered or delayed by a Force Majeure Event (as defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- (b) “Force Majeure Event” means any event due to any cause beyond the reasonable control of any Party, including, without limitation, unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, strikes, industrial disputes, acts of irresistible compulsion or superior strength, riots, insurrection, war, acts of government.

Cancellation and Refund

- GJKIC reserves a right to suspend the profile of registered users in the event of non-payment of Registration fees or annual charges as per the pricing policy prescribed by GJKIC. The profile will get activated on payment of outstanding amount along with interest if any.
- In case if registered user has by mistake deposited registration fees or annual charges more than the amount payable as required, the extra amount will be refunded to the user within 45 working days after deducting processing charges. The refund request should be made by users within 7 days of the date of payment of registration fees at support [st] mykycbank {dot} com.
- In case of non-payment of annual charges for 01 Months, the users profile will automatically get suspended after giving due notices to the registered user and profile will be deleted after expiry of notice period.

APPENDIX A

Definitions

“**Approved Industry Entities**” shall mean those bodies who have contracted with GJKIC and agree to the terms and conditions of using the Website, GJKIC policies as well as their obligations under the GJKIC policies;

“**GJEPC**” shall mean Gems & Jewellery Export Promotion Council;

“**ISP**” means internet service providers;

“**You**” or “**Registered User**” shall mean any natural or legal person who has agreed to become a user on the Website by providing data while registering on the Website as a user using the computer systems;

“**We**” or “**Us**” or “**Our**” shall mean GJKIC;

“**Website**” shall mean www.mykycbank.com;

“**GJKIC**” shall mean Gem and Jewellery KYC Information Centre;