

Terms and Conditions

This document is an electronic record in terms of the 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&J KYC Information Centre (hereinafter referred to as "**GJKIC**"), a private company limited by guarantee incorporated under the provisions of Section 8 of the (Indian) 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 AE- 1B, 1st Floor, Tower A, Bharat Diamond Bourse, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.

Terms of Use

Your access and/or use of the Website and/or related services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website, including the applicable policies of the Company such as the privacy policy, member disciplinary policy and such other policies of the Company, which are incorporated herein by way of reference. If You access and/or use the Services on the Website, You shall be subject to the policies that are applicable to the Website. By mere access of the Website, You shall be contracting with GJKIC and these Terms of Use 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 an integral part of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add and/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 and/or changes. Your continued use of the Website following the posting of changes on the Website will mean that You accept and agree to the revisions and the updated Terms of Use. 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 and the related services and tools.

Please tick the 'I agree' box when registering at the Website, to confirm your free, specific and informed consent and agreement to be bound by these Terms of Use and related policies of GJKIC.

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 (defined below) to: (a) disclose and store their Information (defined below) on the Website; (b) view the Information and KYC Information of other Registered Users, with their consent; and (iii) access to and interaction with other Registered Users to whom they are connected, through and on the Website. GJKIC is not and will not be a party to, or control in any manner, any transaction between the Registered Users. GJKIC operates to merely to store the Information of the Registered Users and facilitate exchange of Information, specifically customer due diligence related information, between Registered Users in a more efficient manner.

MyKYCBank Process in Brief

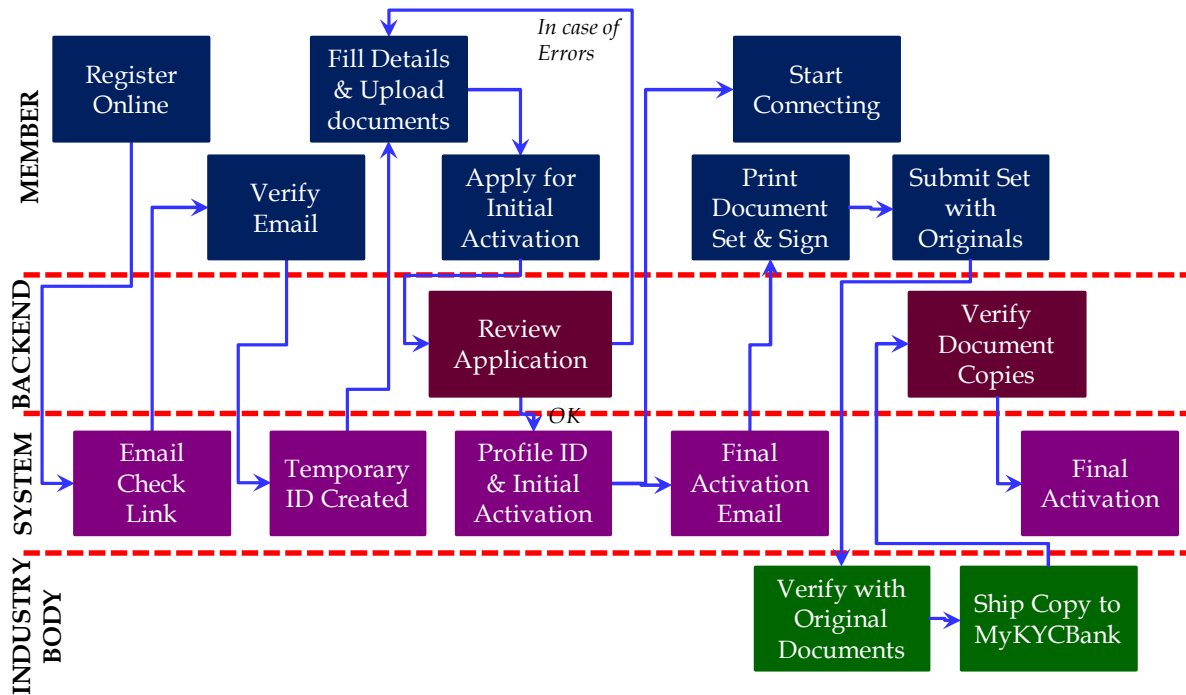
Registration and Profile Completion

The GJKIC Website is an online portal, accessible only to members who are registered with Approved Industry Entities. Such members are required to upload their Information, including copies of supporting know your customer (“KYC”) documents and such documents which provide information of the members in

relation to the legal entity which they represent on the Website, as may be requested at the time of registering on the Website. Once the Information is provided, it is required to be submitted for review. GJKIC's compliance team reviews each User's application, and either indicates shortcomings, or approves the profile. A profile of a User on the Website that is incomplete, shall not be activated.

On approval, a unique number is generated and the Registered User's profile is activated on the Website, with the Information of the Registered User. It is clarified that each of the Registered Users consent and agree that upon completion of the registration process on the Website, their Basic KYC Profile is available for viewing to: (i) all the other Registered Users on the Website who are connected to the relevant Registered User; and (ii) to Indirect Industry Users (defined later), based on the privacy settings of the relevant Registered User.

Each Registered User is also sent a copy of their entire Information as uploaded on the Website, which is required to be verified and signed by the authorised signatory of the Registered User. Such Information of a Registered User, along with the original documents relating to the Information, is required to be submitted to the respective Approved Industry Entities for verification. The Approved Industry Entities are required to verify the copy of the Information with the original documents and keep such verified copy of the Information and supporting KYC documents with themselves. Such verified copies which are received by the Approved Industry Entity will be either sent physically to the office of GJKIC or may be retained by the Approved Industry Entity and shared with GJKIC electronically. The GJKIC compliance team then rechecks the verified copy with the application made by a User, and confirms the documents. In the event the Registered User fails to submit their Information and/or the Approved Industry Entities fails to verify the Information 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 in its sole discretion, including but not limited to the suspension and/or cancellation of the membership, in accordance with the disciplinary policy of GJKIC as available on the Website at <https://www.mykycbank.com/MemberDisciplinaryAction.html>.



Changes and Profile Updates

A similar process is followed for any changes in the Registered User's Information. In the event of any change in the Information of a Registered User, such Registered User is expected to update the Information within 30 days from the date such a change is effected. The Website will allow the Registered User to update the relevant Information, which will then be reviewed and verified by the compliance team of GJKIC, after submission. The changes will be effected once the compliance team has confirmed the changes and documents submitted. These changes will be automatically visible to all the accepted connections of the Registered Users and will also be highlighted on their respective walls.

The updated Information of the Registered User and the supporting KYC documents will need to be verified against the physical original documents, by the respective Approved Industry Entity, in a process similar to the process mentioned above for profile activation.

Periodic Verification of Profile

There will also be additional periodic processes which will be required to either confirm that the profile of the Registered User is accurate or to confirm that there have been no changes to the Information of a Registered User, as it is displayed and/or available on the Website. The periodicity of these confirmations will be determined by the Website and notified to the Registered User. The abovementioned confirmations will be in the nature of the following:

- By way of an email with a link to confirm that there have been no updates to the Information of the Registered User, and that the Information which is displayed on the Website has the true, latest and correct Information of the Registered User. This process will be undertaken at such intervals as solely determined by GJKIC; and
- By way of acknowledgement by the Registered User, on a physical letter issued by GJKIC confirming that there are no changes in the Information of the Registered User displayed and/or available on the Website. Such confirmation will be verified by the compliance team of GJKIC, before confirmation. This letter will need to be submitted to the respective Approved Industry Entity in original, along with the covering letter. This process will be undertaken at such intervals as solely determined by GJKIC.

Failure to respond to these requests could lead to a disciplinary action, as per the disciplinary policy of GJKIC as available on the Website.

The Registered Users Information covers all the KYC Information, including without limitation such KYC Information as maybe required and issued by statutory and regulatory authorities from time to time. Such KYC Information may include without limitation details on the ownership of the Registered User and that of the ultimate beneficial owner. The ultimate beneficial ownership information is currently accepted based on a self-declaration, but all such information which is uploaded on the Website by the Registered User will be verified by GJKIC's compliance team. If any information is found to be incorrect and/or incomplete and/or misleading, the Registered User's account on the Website may be suspended and/or blocked.

Connections and Sharing of Information

A Registered User can connect to other Users registered on the Website for sharing their KYC Information. For this purpose, a Registered User may send a connection request to other Registered Users to whom he/ she wishes to get connected. Such other Registered Users solely decides on the acceptance of such connection request from another Registered User and the connection is established after both Registered Users consent to the connection request.

Apart from the abovementioned connections, there may be automatic connections as detailed below, between a Registered User and Indirect Industry Users (defined later) of the Website, as and when required and the Registered Users confirm to the acceptance of such automatic connections and sharing of their KYC Information through such automatic connections. The Registered Users understand and confirm that the Registered Users may be subject to the following types of automatic connections:

- i. with the Approved Industry Entity which has registered with the Website and through whom the Registered User has obtained membership of the Website. This will be based on the membership identification number of the Approved Industry Entity provided by the Registered User with which it is affiliated to; and/or
- ii. with regulatory bodies in the respective country of the Registered User which requires access to KYC Information of the Registered Users located in their respective country for Anti- Money Laundering (AML) or other similar purposes, under their respective applicable laws.

Once a network connection between two Registered Users, either explicitly or automatically, has been established, each Registered User will be permitted to view the Basic KYC Profile of the connected Registered User.

If a Registered User wishes to view the complete KYC Information of another Registered User with supporting KYC documents, such interested Registered User will need to send a request to the other Registered User concerned for accepting the request to view its complete KYC Information, as available on the Website. Once the request is accepted by the other Registered User, a complete KYC Information of the other Registered User will be available to be viewed to the requesting Registered User.

Please note that it is upto the Registered User, whether to accept the following requests from another Registered User either (i) for establishing a connection; or (ii) for viewing full the complete KYC Information along with the supporting KYC documents of the relevant Registered User. GJKIC shall not be responsible for or in control the Information provided by You to other Registered Users which is made available on the Website, post acceptance of a connection from other Registered Users, either explicitly or automatically.

Privacy Settings and Sharing of Information

The privacy settings of the Registered Users on the Website should be used to determine the sharing of their respective KYC Information with other categories of industry stakeholders including without limitation the banks, financial institutions, regulatory authorities, insurance companies etc., who are not directly connected to the Registered User (“**Indirect Industry Users**”) as may be determined on the website from time to time. The aforementioned Indirect Industry Users are accepted connections of other Registered Users, who in turn, are connected to the Registered User in question, whose privacy settings will determine how their KYC Information is shared with Indirect Industry Users. This is an indirect connection and can be considered similar to a “Friend of

Friend” or a “2nd Level connection”, but indirectly connected through the connections of another Registered User on the Website.

The sharing of the KYC Information with such Indirect Industry Users will be based on the privacy settings of the Registered User. The default setting will ask for the consent of the Registered User on every such request made for accessing the KYC Information from any Indirect Industry Users. The Registered User reserves the right to change his/ her privacy settings at any point of time and can also decide to agree automatically or refuse all such requests for viewing the KYC Information from a particular category of Indirect Industry User.

The Indirect Industry User categories may change from time to time, as per the requirement. The Users registered on the Website consent to the sharing of KYC Information with all categories of Indirect Industry Users either depending on either the default privacy setting or the option selected by the Registered User for every specific category of Indirect Industry Users.

GJKIC shall not be liable in any manner whatsoever for any content and/or Information provided by You on this Website, including without limitation, any information provided by You to other Registered Users.

The Users unconditionally consent to the verification and registration process detailed above and shall not have any claims against GJKIC in this regard. The Users also unconditionally consent that GJKIC shall not be liable for a breach of confidentiality of the Information of a User by the Approved Industry Entities.

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. In case you provide Us with Information of natural persons, You represent (e.g. employees or self-employed with whom You entered into a cooperation agreement), You hereby explicitly agree and confirm that You will communicate our Privacy Policy to these persons and will ask for their explicit consent thereto, before providing Us with any Information.

Further, Users registering on the Website are required to be members of an Approved Industry Entity. Users who are not members of an Approved Industry Entity are not permitted to register on the Website.

Your Account and Registration Obligations for Membership

The platform of this Website is an online portal, where Information can be uploaded and updated from time to time. This is verified by the compliance team of GJKIC, after which the Registered User can voluntarily and with free consent share his Information 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 supported by a verification by the Approved Industry Entity;
- Updated Information will be reviewed by a centralized compliance team of GJKIC, employing processes equivalent to those prescribed for banks in India;
- While an updated Information sheet is available online at any time, specific approvals are required for sharing supporting KYC documents;
- All Registered Users shall be provided with a unique code;
- The profile of the Registered Users on the Website 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 Registered User or connected persons 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 Information, including 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 and Information is not verified within the allotted time by your Approved Industry Entity, We shall have the right to indefinitely suspend and/or terminate and/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 and/or terminate and/or block access of Your membership if You act in an unethical manner, are subject to criminal convictions, and/or if You damage the interests and/or reputation of the GJKIC or its related entities and/or their respective connected persons through Your actions or behaviour 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, its related entities or their connected persons. 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 and confirm to be bound by the Terms of Use. It is clarified that if Your membership with Your registered Approved Industry Entity is cancelled for any reason whatsoever, Your membership on the Website will be automatically terminated. The Website will continue to reflect Your Basic KYC Profile on Your profile for a period of 5 (five) years from the date of termination of Your membership on the Website; however other Information about You as submitted by You on the Website will not be available for viewing by other Registered Users.

Communications

When You use the Website and/or send emails and/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, which satisfy any legal requirement that is required of such communication in writing. We may communicate with You by email or by such other mode of communication, electronic or otherwise. You undertake to maintain Your updated e-mail address and other contact details for all communications with Us.

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 may be taken and the events which may lead to the disciplinary actions. The Registered User, 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 and/or services other than the Services rendered 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 Users. 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 Registered 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 and/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 the Basic KYC Profile 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. 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. Your profile on the Website, including without limitation, any and all connection requests received and/or accepted by other Registered Users will not be deleted for a period of 5 years, from the date of (a) cancellation/termination of your registration on the Website; or (b) removal of a connection request received from another Registered User, whichever is earlier, as per record keeping requirements of Prevention of Anti Money Regulations (PMLA) and Financial Action Task Force (FATF) Recommendations. Any modifications and/or amendments incorporated in the aforesaid regulations and/or in any rules, orders, recommendations and/or guidances issued thereunder, shall be applicable from their effective

date. Hence, You are requested and required on a regular basis, to exercise caution and verify details of all the connection requests that You receive from other Registered Users.

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

Charges

The fees and other related charges ("**Fee Policy**") associated with the membership of Registered Users is available on the Website at <https://www.mykycbank.com/charges.html>. GJKIC reserves the right to change its Fee Policy from time to time at its sole discretion, and You agree to be bound by such Fee Policy. In particular without any limitation, GJKIC may at its sole discretion introduce new services and/or 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 and/or 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 and/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, who is not associated with the Registered Member;
- (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 involves and/or promotes 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 force; and/or

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service providers (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 Registered 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, its affiliates and/or mykycbank.com (the Website), and/or otherwise engage in any conduct or action that might tarnish the image or reputation, of GJKIC or its affiliates or any other Registered Users on Website and/or otherwise tarnish and/or dilute any of GJKIC's or its affiliates 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 and/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 and/or attempt to interfere with the proper working of the Website and/or any transaction being conducted on the Website, and/or with any other person's use of the Website.

7. You agree to not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on and/or through the Website and/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 indirect and direct taxes) regarding Your use of Our services 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 provide to Us with, so that We do not violate any rights that You may 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 offered by You to the other Registered Users. In this regard, You undertake that all such Information shall be accurate, true and complete in all respects. You shall not exaggerate and/or over emphasize the attributes of such products and/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 and/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.

13. Your correspondence or business dealings with, and/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 damages or claims of any nature whatsoever, incurred or suffered by You or by any person on Your behalf as the result of any such dealings and/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 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 Information that You publicly disclose or share with others on the Website. Please carefully select the nature of Information that You publicly disclose and/or share with others on the Website.

15. GJKIC shall have all the right to take necessary action and claim damages that We may incur and/or suffer arising out of or in connection with Your involvement and/or participation in any way whatsoever on Your own or through any other persons (s), directly or indirectly, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

Contents Posted on the Website

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 solely 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 the Website as mentioned herein, and You are not entitled to any payment or other compensation for such use. We reserve the right, but have no obligation, to monitor the Content posted on the Website by the Registered Users. GJKIC shall have the right to remove and/or edit any Content that in its sole discretion determines may violate, or is likely to violate any applicable law or these Terms of Use. Please be advised that such Content posted by Registered Users does not reflect views of GJKIC or that of its affiliates. In no event shall GJKIC assume or have any responsibility and/or liability for any Content posted by a Registered User relating to any claims, damages and/or losses resulting from the use of the Content and/or appearance of Content on the Website and/or accuracy, correctness and/or relevancy of the Content. 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 libellous, tortuous, or otherwise unlawful information.

Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected, 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 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 or related services and tools.

We may share Your Information with our affiliates, with Your express consent. These affiliates may market to You as a result of such sharing unless You explicitly opt-out. Our affiliates shall maintain and observe strict confidentiality of Your Information at all times.

We may disclose Your Information to third party service providers, including Registered Users, provided such third parties agree to maintain the confidentiality of Your information. However, the access to Your information will be provided only after Your express confirmation to sharing such of Your information with such third parties, by accepting a connection request from them or as consented by You through Your privacy settings on the Website. The Registered Users may decide with whom such Information is to be shared, depending upon their privacy settings. 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 will not disclose Your Information to third parties for their marketing and advertising purposes without your explicit consent. In addition, We can (and You hereby expressly authorize Us to) disclose any Information about You as required under applicable law, or an order of a Court of law, or as demanded by other government officials or authorities, or as may be required to enforce the Terms of Use or other policies of GJKIC.

We and our affiliates may disclose some or all of Your Information with another business entity should we plan to consolidate and/or reorganise and/or restructure and/or merge or amalgamate our business (“**Amalgamate**”). Should such an event occur, the merged and/or consolidated business entity will be required to follow the terms of the privacy policy of GJKIC as applicable to You, prior to such Amalgamation.

Disclaimer of Warranties and Limitation of Liability

YOU ACKNOWLEDGE THAT THE WEBSITE MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.

DUE TO THE LIMITATIONS INHERENT IN PROVIDING INFORMATION OBTAINED FROM MULTIPLE SOURCES, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED ON THE WEBSITE, INCLUDING THE DATA OR DELAY OR ERRORS IN FUNCTIONALITY OF THE WEBSITE. AS A RESULT, WE DO NOT REPRESENT THAT THE INFORMATION POSTED ON THE WEBSITE IS CORRECT IN EVERY CASE. WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT/ DEBIT CARDS/ BANKING METHODS.

YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES AND ASSOCIATED LINKS ARE AVAILABLE ON THE WEBSITE. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S SERVICES.

WHILE THE CONTENT PROVIDED ON THE WEBSITE WERE PREPARED TO PROVIDE ACCURATE INFORMATION REGARDING THE SUBJECT DISCUSSED, THE INFORMATION CONTAINED IN THE CONTENT IS BEING MADE AVAILABLE WITH THE UNDERSTANDING THAT WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED

OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHER, WE DO NOT, IN ANY WAY, ENDORSE ANY SERVICE OFFERED OR DESCRIBED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION.

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.

WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES, CONSEQUENTIAL DAMAGES OR INJURY ARISING OUT OF OR RELATING TO THE INFORMATION PROVIDED ON THE WEBSITE. IN NO EVENT WILL WE NOR OUR LICENSORS/ SUB-CONTRACTORS NOR ANY OF OUR OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS OR SUB-CONTACTORS OR AFFILIATES (“**REPRESENTATIVES**”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOUR RELIANCE ON THE CONTENT CONTAINED HEREIN.

IN NO EVENT SHALL GJKIC OR ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF REPUTATION, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT, WEBSITE, SERVICES OR CONTENT OR THE USE OF OR INABILITY TO USE ANY PRODUCT OR SERVICE OR CONTENT ON THE WEBSITE, EVEN IF GJKIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 INCLUDING RELATING TO THE TIMELINESS, CONTENT, SEQUENCE, ACCURACY, EFFECTIVENESS OR COMPLETENESS OF ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THAT THE INFORMATION OR DATA PROVIDED HEREUNDER MAY BE RELIED UPON, EXPRESS OR IMPLIED EXCEPT OTHERWISE SPECIFIED IN WRITING.

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 shall not be liable and/or responsible for the contractual obligations relating to the Registered Users, including without limitation in relation to 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 the 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 agreed 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 undertaken among the Registered Users 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, enabling members to share their KYC directly between themselves, receiving no payments through any mode from users other than the membership fees applicable to the Registered Members from time to time.
4. GJKIC reserves the right to refuse membership to any User of the Website for any reason whatsoever, including without limitation for breach of any agreements with GJKIC or its group entities and/or breach of any applicable laws and/or any charges imposed by any government bodies and/or breach of any statutory and/or regulatory policy.
5. GJKIC may also undertake such diligence as it deems fit, before approving and on a periodic basis, the membership of users through Approved Industry Entities, at its sole discretion. As a result of such diligence, if GJKIC is not satisfied with the creditability of a 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, without any liability whatsoever.
6. GJKIC may be required to disclose by any law or court of competent jurisdiction or any Government agency lawfully requesting the same, the information and details relating to a Registered User.

Compliance with Laws:

Registered Users shall comply with all the applicable laws of India including but without limitation, the Information Technology Act, 2000 as amended from time to time and Prevention of Money Laundering Act, 2002 and the rules made there under as may be applicable.

If GJKIC suspects or has 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 the Registered User may also at its sole discretion suspend, block, restrict, cancel the display name of such Registered User and/or disqualify that Registered User and any related users from availing protection through this program.

GJKIC reserves its right to initiate civil and/or criminal proceedings against a Registered User who, files an invalid and/or false claim against GJKIC and/or provides false and/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 Registered User and/or disqualify that Registered 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. It is clarified that in the event of revocation, suspension or termination of the membership of the Registered User for reasons as detailed in this provision, the subscription charges paid by the defaulting Registered Member shall not be refunded and such defaulting Registered Member shall not have any claims against GJKIC in this regard.

Indemnity

You shall defend, indemnify and hold harmless GJKIC, its owners, licensee, affiliates, subsidiaries, group companies, holding companies (as applicable) and each of their respective officers, shareholders, directors, agents, employees, and representatives from and against any and all liabilities, damages, losses, costs, expenses, claims, demand, and/or actions, including reasonable attorneys' fees, arising out of or in connection with: (i) breach of any warranties, representations or undertakings or covenants under the Terms of Use, Privacy Policy and/or other policies of GJKIC; and/or (ii) any information provided by You on the Website or while transacting on the Website; and/or (iv) Your violation of any applicable laws, regulations including but not limited to infringement of intellectual property rights, non-payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, delay, misrepresentation or misinformation or loss; and/or (v) in relation to Your fraudulent use of the payment method on this Website. This clause shall survive the expiry or termination of the Terms of Use.

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

GJKIC make no representation that information, data and/or other materials displayed on the Website are appropriate and/or available for use in countries other than India. Those who choose to access this Website from other countries other than India do so on their own initiative and GJKIC is not responsible for any transactions which occur between any Registered Users from countries other than India.

Entire Agreement

This Terms of Use together with the Privacy Policy and the Members Disciplinary Policy constitutes the entire agreement between the You and GJKIC 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 shall be read in harmony.

Trademark complaint

GJKIC respects the intellectual property of its Registered Users. In case You feel that our Trademark has been infringed, You can write to GJKIC at AE- 1B, 1st Floor, Tower A, Bharat Diamond Bourse, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.

Tel: 91 22 61156800 / Email: info[at]mykycbank[dot]com/
Website: www.mykycbank.com

Contact Us

Please for any questions or comments (including all inquiries related to copyright infringement) regarding this Website contact us on GJKIC at AE- 1B, 1st Floor, Tower A, Bharat Diamond Bourse, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.

Tel: 91 22 61156800 / 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
Tel: 91 22 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 is provided below:

Name: Mr. Pranay Narvekar
Tel: 91 22 61156800; E-mail: pranay.narvekar[at]mykycbank[dot]com

Place of Business:

AE- 1B, 1st Floor, Tower A, Bharat Diamond Bourse, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
Tel: 91 22 61156800
Email: info[at]mykycbank[dot]com
Website: www.mykycbank.com

POLICIES

Profanity Policy

GJKIC prohibits and discourages the use of language that is racist, hateful, sexual or obscene or in any manner discriminatory in nature.

[This policy extends to text within listings, on the Registered Users 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 offered for sale, 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; and/or
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 through the Website.

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 and/or associated with affiliates and/or third party websites using the Website's application programme interface and/or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other third party businesses for which, GJKIC assumes no responsibility for examining or evaluating the products and/or 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 and shall not be held liable for any action/inaction, loss and/or damages that You may incur and/or suffer, from Your use of such third party websites.

Force Majeure

- (a) GJKIC shall not be liable for any failure to perform any of its obligations under this Terms and Conditions and/or provide the Services or any part thereof, upon the occurrence of a Force Majeure Event (as defined below). Upon the occurrence of a Force Majeure Event, Our obligations shall remain suspended for so long as the Force Majeure Event continues, and You agree not to hold Us liable for any delay or adverse effect caused due to the occurrence of such a Force Majeure Event.
- (b) “Force Majeure Event” means any event due to any cause beyond the reasonable control of GJKIC, including, without limitation, unavailability of any communication system, system incompatibility, technical snags, downtime of servers, breach or virus in the systems, fire, flood, explosion, an act of God, civil commotion, strikes, industrial disputes, acts of irresistible compulsion or superior strength, riots, insurrection, war, and acts of government.

Cancellation and Refund

- GJKIC reserves a right to suspend and/or delete the profile of the Registered Users, in the event of non-payment of registration fees and/or the annual charges for using the services on the Website, as per the pricing policy prescribed by GJKIC which is available on the Website. In case of non-payment of annual charges for a period of 30 days from the date of registration on the Website, the Registered Users profile will automatically be suspended, after giving due notice of such suspension to the Registered User. If such payment remains outstanding for a period of 6 (six) months from the date of the aforesaid notice, the Registered User's profile will be automatically deleted.
- The profile of the Registered User will be re-activated on payment of the outstanding amounts 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 Registered User within 45 working days after deducting processing charges. The refund request should be made by Registered Users within 7 days of the date of payment of registration fees at support@mykycbank.com.

APPENDIX A

Definitions

“Approved Industry Entities” shall mean any and all body corporates, including without limitation banks, trade organisations or associations which are engaged in the gem and jewellery industry, whether domestic or foreign, and who have executed service agreements with GJKIC for the use of the Website and related tools and services and have agreed to be bound by the Terms of Use, and all the policies and processes of GJKIC, the privacy policy, including all amendments and modifications thereof;

“Basic KYC Profile” means basic information relating to a Registered User such as Proprietorship/ Partnership Firm/ Company Information, Name of the Directors and owners, beneficial ownership of the owners, Name and address of Proprietorship/ Partnership Firm/ Company, details of turnover range, bank information, details of branch offices and external findings such as details of associate companies, credit rating which the Registered Users agree to be displayed and made available on the Website, to all the other Registered Users.

“KYC Information” shall mean any and all ‘know your customer’ information and data required to be provided by a Registered User on the Website, as may be solely determined by GJKIC and required to be updated by the Registered Members from time to time;

“Information” shall mean any and all information of the Registered Users provided to the Company on the Website and/or for the purpose of the services to be rendered by the Company and/or as required under the policies of the Company, including without limitation KYC Information, as may be updated from time to time;

“ISP” shall mean internet service providers;

“You” or **“Registered User”** shall mean any natural and/or legal person who has agreed to register on the Website and access and use the services and tools on the Website, by providing its Information, at the time of registering on the Website as a registered user, using any electronic or digital system;

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

“Website” shall mean www.mykycbank.com and

“GJKIC” shall mean G&J KYC Information Centre.