(ADDITIONAL TERMS & CONDITIONS – APPLICATION PROGRAMMING INTERFACE (API))

i. The Client confirms that the persons mentioned in Table 1 below (herein after referred to as "Nominees") are authorised to receive the API credentials on the email mentioned in Table 1 below. The Client acknowledges, agrees and confirms that the Client shall have the sole responsibility to keep safe, maintain confidential and avoid unauthorised use of the credentials received for the purpose of usage of API banking channel.

ii. The Client agrees the Bank may act as aforesaid without inquiry as to the identity or authority of the Nominee using or purporting to use the API credentials or as to the authenticity of any instruction received through the API banking channel or use of API credential and may treat the same as fully authorised by and binding on the Client regardless of the circumstances prevailing at the time of issuing/receiving the instruction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation thereto, and without requiring any further confirmation.

iii. The Client agrees to hold harmless and protect the Bank in case of any unauthorized use of the API credential.

Table 1

Category	Name of Nominee	Designation of Nominee	Email ID of Nominee
Primary**			
Alternate 1			
Alternate 2			

** Primary email address provided shall serve as the designated recipient for receiving API credentials. In the event, that the primary email address is unable to receive said credentials due to technical or other limitations, the alternate email address provided will be utilized for the purpose of delivering the API credentials.

iv. In case of any change in Nominee, the Client agrees to promptly inform the Bank of such change in Nominees. The Client agrees and acknowledges that any losses suffered due to failure by the Client in informing the Bank of change in Nominee, shall solely be attributable to the Client and the Client shall hold the Bank harmless from any losses suffered by the Bank or the Client due to such delay.

DEFINITIONS

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

"Approver" or "Checker" is the person who authorizes the Transaction request keyed in by the Initiator.

"API Banking Service" shall mean the application programming interface, a methodology used for initiating the payments by the Client

"Client" shall mean the organisation or any such legal entity availing the API Banking Services or such other services provided by the IDFC FIRST Bank under these Terms and Conditions.

"Password" means the password, personal identification number (PIN), digital signatures or other means of authentication as IDFC FIRST Bank may specify, from time to time provided to/required to be provided by the Client for accessing the Online Access System, and/or by using which the Client may carry out, authorize, or authenticate the Transactions

"Private Key" shall mean one half of a cryptographic key pair used by a party to encrypt information or data prior to sending such information or data to the recipient.

"Public Key" shall mean the public half of a cryptographic key pair used by the recipient to decrypt encrypted data.

"User" refers to a person authorized by the Client who would be actually operating the service as agent of the Client.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)
Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022   Page 1 of 6
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com www.idfcfirstbank.com

"Username" means the user identification that shall be granted to the Client in terms of this Agreement to enable access to the Online Access System and includes any form of login identification (ID)/user identification (ID) provided to the Client by IDFC FIRST Bank, and as may be modified from time to time.

Any communication addressed to the User by IDFC FIRST Bank is deemed to have been addressed to the Client as well. Similarly, any communication and/or action of the User through API Banking Service will be legally binding on the Client

In the case of Client being a Company, the Board of Directors, and in the case of a Client being a corporate body other than a company, the person or persons having substantial power of management and control as per the Board Resolution will be allowed to have access to API Banking Service and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with IDFC FIRST Bank.

1 APPLICABILITY OF TERMS

b. These terms form the contract between IDFC FIRST Bank and the Client for usage of the API Banking Service.

c. By applying for API Banking Service and accessing the said services the Client acknowledges and accepts these terms.

d. In consideration of the Client agreeing to avail the API Banking Service from IDFC FIRST Bank and against payment of the fees and charges, if any, charged by IDFC FIRST Bank under this Agreement, IDFC FIRST Bank hereby grants a nonexclusive, revocable, non-transferable license to the Client to access and use the System on the Website subject to and on the terms and conditions set out in this Agreement.

e. The grant of the license as aforesaid is solely for the benefit of the Client; provided that the Client may authorize for and on its behalf, it's employees and partners/members engaged to work exclusively for the Client and expressly authorized in this regard by a resolution of the board of directors/by a resolution of the partners of a partnership firm/registered society, as the case may be (but not external professional service providers such as advocates, accountants, auditors, outsourcers, etc.) to access and use, exclusively for and on behalf of the Client, the Website and the System for carrying out the Transactions and API Banking Service ("Authorized Representatives"). In case any person other than the Client or the Authorized Representative accesses and/or uses the System by using the authentication, the Client shall be liable to IDFC FIRST Bank for breach of this Agreement. Notwithstanding anything to the contrary in this Agreement or any related document, any access and use of the System using the Username and Password by any person shall be deemed to be the access and use for and on behalf of the Client by the Authorized Representatives and therefore shall be deemed to be the access and use by the Client as principal and all Transactions including actions/instructions/requests pursuant to such access/use shall be deemed to be by the Client and the Client shall be deemed to be fully and solely responsible and liable for all of those. In case of any such access/use as mentioned in the preceding sentence, IDFC FIRST Bank shall not be liable to any person/Client in any manner whatsoever. It is further agreed between the Parties that IDFC FIRST Bank shall not be under any obligation to inquire or verify nor shall IDFC FIRST Bank be liable for any action/omission at the Client's end, which results in granting of any inappropriate and wrongful access to its Authorized Representatives and/or other person for any reason whatsoever. The Client shall be bound to ensure that the access and use of the System is strictly in accordance with this Agreement.

f. The Client agrees that the means and modes for the Instructions is/are being provided by the Bank at the request of the Client and as a means of convenience. The Client further agrees that such means and modes of Instructions are liable to be discontinued without notice at Banks sole discretion. The Client further agrees that access to such means and modes would be subject to such terms and conditions as the Bank may, from time to time, provide for availing of such Instructions and the Client agrees and undertake to abide by such terms and conditions.

g. The Client acknowledges that it is utilizing the API Banking Service at its own risk. Client understands and accepts that the Bank shall not be responsible for any of the risks and that the Bank shall disclaim all liability in respect of these risks. These risks would include the various risks as below:

    i. Misuse of passwords - Client acknowledges that if any unauthorized/third person obtains access to the password, such unauthorized/third person would be able to have access to the API Banking Service and to provide instructions to the Bank and transact on the accounts of the Client. In such event, the Bank shall not be liable for any loss, damage sustained to Client. Client shall ensure that the terms and conditions applicable to the use of the password/s are complied with at all times

    ii. Internet Frauds - Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to the Bank. While the Bank shall provide security, to adhere to the standards prescribed by the RBI in respect of security measures, transactions conducted over the internet etc., to prevent the same, there

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)
Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022   Page 2 of 6
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com www.idfcfirstbank.com

cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to the Bank. Client shall separately evolve/evaluate all risks arising out of the same.

iii. Mistakes and Errors - Client shall ensure that there are no mistakes and errors and the instructions given by the Authorized User to the Bank and instructions in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Clients account receiving an incorrect credit by reason of a mistake, Client shall immediately inform and return such amounts to the Bank. The Bank shall be entitled to reverse the incorrect credit at any time whatsoever without any prior notice to the Client. The Client shall be liable and continue to remain liable to the Bank for any unfair or unjust gain obtained as a result of the same.

iv. Technology Risk - Despite following all security and technological measures prescribed by the RBI from time to time, the technology for enabling API Banking Service could be affected by virus or other malicious, destructive or corrupting code or programme. It may also be possible that the Website may require maintenance/repairs and during such time it may not be possible to process the request of Client. This could result in delays in processing of instructions or failure in the processing Instructions and other such failures and mobility. Client undertakes and agrees that the Bank disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honour Clients instructions for whatsoever reason. The Bank shall not be liable if the instruction given by the authorised User/Representatives is not received correctly and/or is not complete and/or is not in machine readable form.

v. The Client agrees and acknowledges that the Bank's sole obligation and the Clients sole and exclusive remedy in the event of interruption to the API Banking Service or loss of use and/or access API Banking Service shall be to use all reasonable endeavors to restore the services and/or access to API Banking Services as soon as reasonably possible. The Bank makes no other express or implied warranty with respect to the API Banking Service provided hereunder, including without limitation any warranties of uninterrupted and/or error-free performance of the system forming part of the API Banking Service, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

vi. At the request of the Client, the Bank at its sole discretion may provide tools including but not limited to extraction programs, converters etc. to facilitate the use of API Banking Service. The Client agrees that these tools are provided by the Bank solely at the request of the Client. The Bank may use third party service providers for the creation of such tools. The Client agrees and undertakes that the Client shall be solely responsible to confirm the accuracy of the tool and on-going maintenance of the same as per the Client's internal requirements from time to time.

vii. The Client shall promptly inform IDFC FIRST Bank if the Client becomes aware of:
   a. any unauthorized/ prohibited use of the API Banking Service and/or the System;
   b. any actual, threatened, or suspected infringement of any Intellectual Property of IDFC FIRST Bank; and
   c. any claim by any person that the API Banking Service and/or the System infringes the intellectual property or other rights of any person

2 API BANKING SERVICES

a. The Client agrees and acknowledges that the API Banking Services have been granted by the Bank to the Client on a revocable, non-transferable, non-exclusive basis for the sole use of effecting payments through the Banks API Banking Services only and for no other purpose.

b. All transactions made using API Banking Services shall be through the Client's system that have been advised by the Bank to the Customer and which are synchronised with the Bank's systems. The Client shall ensure that adequate security measures have been implemented on its systems and shall continue to be in place during the course of the API Banking services provided by the Bank under this terms and conditions.

c. The Client shall ensure that the Systems are updated from time to time and shall comply with the terms and conditions applicable for the relevant System as recommended by the Bank to ensure efficient provision of API Banking Service.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)
Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022   Page 3 of 6
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com www.idfcfirstbank.com

d. The Client agrees that by using API Banking Service, it will be deemed to have agreed to and accepted to Bank's terms and conditions and user agreement that are published on the Website as amended and updated from time to time.

e. The Client shall ensure that the Private Key generated by them must be in non-exportable format and stored in Key Vault to maintain data confidentiality and integrity. The Client acknowledges and agrees that it is solely responsible for safeguarding and maintaining the confidentiality of and preventing unauthorized use of Private Key for accessing the API Banking channel

f. The availability of API Banking Service may get interrupted at any given point in time for any reason including but not limited to technical error and/or failure in the functioning of the relevant systems. In case of occurrence of such an event, the Client shall undertake to mitigate its losses and shall use other means of communication with the Bank for the duration of the unavailability of API Banking Services.

g. The Client shall use and maintain systems of sufficient quality and performance capability for using API Banking Service provided by the Bank. Failure to do so may result in higher security risk and may cause the relevant channel/service to not function properly.

h. The Client hereby unconditionally permits the Bank to act on the basis of the instructions received from the Client.

i. The Client undertakes to implement the API Banking Services as per the technical interface guidelines provided by the Bank.

j. All Instructions received by the Bank via API Banking Service shall be treated by the Bank as valid instructions of the Client intended to have legal force and effect. The Bank shall act upon, and process transactions, based on such Instructions notwithstanding that they conflict with any other Instruction previously given or with any other mandate of the Client. The Client shall be responsible for ensuring that all Instructions sent using API Banking Service, and the process for sending the Instructions using API Banking Service, are accurate and complete.

k. All Instructions given through API Banking Service shall be subject to the turn-around times as notified by the Bank. Certain restrictions may be imposed on the Client depending on the nature of the Client's account and the transaction type and the Bank shall endeavor to notify the Client of such restrictions, if any, at the earliest.

l. The Client understands that the Bank has taken all reasonable efforts to ensure that the API Banking Services functions efficiently and the Services provided through it are accurate but that API Banking Services are provided on an as is basis. The Bank does not warrant that API Banking Services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. The Client hereby agrees that the Bank will not be liable for any losses, damages, cost and/or other liabilities arising from or relating to the use of API Banking Services by the Client unless it is due to gross negligence or willful default by the Bank or its employees.

m. The Bank may, at any time, subject to prior notice, refuse access to or use of the API Banking Services or any part thereof or to the various channels used by the Bank for providing the API Banking Services for any period of time and may choose to withdraw, suspend or restrict the Services and shall provide the Client with notice of such withdrawal, suspension or restriction.

n. The Client undertakes to pay all fees and related costs for availing API Banking Services as specified in Offer Letter.

o. Where it has been agreed between a Client and the Bank that any information or instruction shall not be encrypted by either or both the Client and Bank, the Bank shall not have any liability arising from or in connection with the Interception of or interference with such information or instruction.

p. The Bank has granted the access to the API Banking Services as aforesaid in express reliance upon specific use to which the same shall be put by the Client and the Client/Authorised User shall not use the said API Banking Services for any other use what-so-ever. The Client agrees to use the said API Banking Services at the designated computer system only which has been informed to Bank at the time of installation of the said API Banking Service.

q. The Bank shall at its discretion periodically audit the scope of use and Clients compliance to the said services by giving a reasonable notice of such audit to the Client.

r. Any breach of terms and conditions shall entitle the Bank to withdraw the said API Banking Services.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)
Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022   Page 4 of 6
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com www.idfcfirstbank.com

s. The Client shall ensure the diligence at their end as regards the accuracy of the data and information prior to transmitting the same to the Bank. The Bank shall merely process the payments received from the Client. The Bank shall in no manner be responsible for any error or discrepancy arising out of incorrect payment on account of any error or omission or incorrect data on the part of the Client.

t. The Client agrees that the Client shall be the sole party responsible for appointing and providing the credentials including but not limited to the Customer ID, Private Key, Public Key and the Banks public Key to each transaction initiator in the API Banking Services.

u. The Bank shall not be concerned with the identity of any transaction initiator or authorised user and may act on any instruction and/or Transaction File received via API Banking Services. The Client agrees that the Bank is entitled to assume that any instruction or Transaction File sent via the API Banking Services platform has been initiated by an authorised transaction initiator or authorized user and the Client agrees to be bound by any transaction processed by the Bank in response to such an instruction or Transaction File.

v. The Bank shall not be concerned with the identity of any User and may act on any instruction and/or Transaction File received via the API Banking Service. The Client agrees that the Bank is entitled to assume that any Instruction or Transaction File sent via the API Banking Service platform has been initiated by the Client as per its operating guidelines respectively and, agrees to be bound by any transaction initiated by the Bank in response to such an Instruction or Transaction File.

w. The Client agrees:
   i. to take all reasonable and necessary measures to detect and prevent any unauthorized entry or use of their local area network and its Local Network Server;
   ii. to immediately inform the Bank in the event that the Client have (or ought to have) reason to believe that there is or has been unauthorized access or use within their local area network and/or Local Network Server; and
   iii. to inform the Bank as soon as possible if the Parties becomes aware that any Public Key or Private Key has been corrupted or is unable to perform validly and/or accurately its function.
   iv. Client acknowledges that the Bank will not be aware of such notifications, the receipt of which is solely within the Clients control, and the Client agrees to inform the Bank such notifications as soon as possible.
   v. The Client acknowledges and agrees that any Instructions, including but not limited to the Payment instructions and payment instrument request submitted by the Client for execution, shall become irrevocable once the same are submitted and authorized under any of the platforms under the Electronic Banking Services for onward processing. Any revocation of such Instructions thereafter shall not be binding on the Bank.
   vi. Further in the event of any transactions initiated or put forth by it on the API Banking Services platform without online authorization, then such transaction shall be processed by the Bank entirely at the risk and responsibility of the Client and the Bank shall not be liable for any consequences arising therefrom.

x. API Restrictions
   i. Use of an API and/or API Content/Services is subject to reasonable information security policies and procedures, including but not limited to OTP procedures, which may not be fully disclosed and may vary from time to time. When accessing or using an API and/or API Content/Services under this Agreement, you, your End Users and/or your Application shall not:
   ii. modify, obscure, circumvent, or disable any element of an API and/or API Content Services, or their access control features;
   iii. disrupt, interfere with, or adversely impact the access or use of an API and/or API Content/Services by Us or others;
   iv. disclose, share, or transfer your Token or OTP to any third party or allow anyone else to access your API Market account unless expressly authorized in this Service Agreement;
   v. infringe, misuse, or claim ownership of Our intellectual property;
   vi. transmit any viruses, worms, defects , Trojan horses, any other harmful code or any malware through your Application or your access to or use of an API and/or API Content/Services; vii. except as expressly authorized by us, use any robot, spider, retrieval application, or other automated functionality to retrieve or index any portion of our data, products, or services for any unauthorized purpose; or
   viii. We reserve the right, in our sole discretion, to grant, deny, limit, or modify your and/or your End Users' access to and/or the use of any API(s) and/or the API Content/Services associated with any API(s).

3 AUTHORITY TO IDFC FIRST BANK

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)
Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai 600031. Tel: +91 44 4564 4000 Fax: +91 44 4564 4022   Page 5 of 6
CIN: L65110TN2014PLC097792 bank.info@idfcbank.com www.idfcfirstbank.com

Any access to the Transactions are permitted through API Banking Services by IDFC FIRST Bank only after due authorization of the User by any means including API Banking Username and Password. The Client grants express authority to IDFC FIRST Bank for implementing the instructions given by the User. IDFC FIRST Bank shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the User and/or the Client through API Banking Services, as the case may be, or purporting to have been sent by the Client via API Banking Services, as the case may be, other than by means of verification of the Username, Password and DSC.

4 TERMINATION / CANCELLATION OF ACCESS TO THE SERVICES

i. Without prejudice to the above and the General Conditions, IDFC FIRST Bank further reserves the right to terminate the API Banking Services and/or disable any Username and/or Password and/or withdraw any Services and/or access to the online web based platform provided by IDFC FIRST Bank, at any time without notice, if in IDFC FIRST Bank's opinion the Client has failed to comply with any of the provisions of this Agreement. IDFC FIRST Bank further reserves the right to suspend, terminate or cancel access to the System, at any time without notice, solely at its discretion.

ii. IDFC FIRST Bank may introduce new services or may delete any of the API Banking Services at its absolute discretion from time to time. The existing availability of the new functions will be notified to the Client as and when they become available. The changed terms and conditions applicable to the new API Banking Services, as the case may be, shall be communicated to the Client. By using these new services, the Client agrees to be bound by these Terms. Any modification in these terms and conditions notified on the Website through which API Banking Services as the case may be, is made available, shall be deemed to be notified to the Client.

5 TERMINATION / CANCELLATION OF ACCESS TO THE SERVICES

IDFC FIRST Bank reserves the right to charge and recover from the Client, charges, and fees for providing API Banking Service provided by IDFC FIRST Bank, as per arrangement with the Client. The Client hereby authorizes IDFC FIRST Bank to recover the same by debiting one of the accounts of the Client with IDFC FIRST Bank or by adding the same to the outstanding in respect of the API Banking Service by sending intimation to the Borrower who will be liable to make the payment within the specified period in such intimation. Failure to do so by the Client shall entitle IDFC FIRST Bank to recover the same in a manner as IDFC FIRST Bank may deem fit along with such interest, if any, as may be specified by IDFC FIRST Bank and/or suspend/terminate access allowed to the Client to the System without any liability to IDFC FIRST Bank.