

LPL TERMS OF SERVICE FOR INDIAN RESIDENTS

1 INTRODUCTION

- 1.1. We thank the Customer for applying for the prepaid card named "LazyCard" distributed by LazyPay Private Limited ("**LPL**") under one or more cobranding arrangements with one or more co-branding partners of LPL ("**Prepaid Card**"), such co-branding partners of LPL being banks or non-banks having requisite authorization from the Reserve Bank of India ("**RBI**") to issue co-branded prepaid cards ("**PPI Issuer**").
- 1.2. The Prepaid Card is a service that can only be provided to Indian nationals aged 18 years or above who are competent to contract and who are tax residents of India ("**Customer(s)**").
- 1.3. By clicking the "Confirm and Accept" button below, the Customer, hereby expressly, irrevocably and unconditionally confirm, accept and agree to be bound by these LPL Terms of Service for Indian Residents ("**LPL Terms of Service**").

2 REGISTRATION REQUIREMENT

- 2.1. The access to the Prepaid Card and availment of any ancillary services connected to the Prepaid Card offered by LPL through the LazyPay mobile application is only available to persons who are competent to enter into legally binding contracts under the Indian Contract Act, 1872 and by clicking the "Confirm and Accept" button below, the Customer confirms that the Customer meets this requirement.
- 2.2. The Customer acknowledges that the primary contract between the Customer in relation to the use and operations of the Prepaid Card will be with the PPI Issuer and that in this regard, the Customer will be required to fill up the application form issued by the PPI Issuer by furnishing true and correct particulars and accepting the terms and conditions of the PPI Issuer in relation to the Prepaid Card in connection with the use and operation thereof.
- 2.3. LPL and/or the PPI Issuer may require the Customer to submit to them or they may capture, certain information relating to the Customer which may include but may not be limited to the Customer's name, mobile number, e-mail address, date of birth, permanent account number ("**PAN**"), or any other identity and address proof as may be deemed necessary by them for conducting any Know-The Customer ("**KYC**") checks or in order to provide the Prepaid Card, access to LazyPay mobile application and/or services relating thereto including any sensitive personal information relating to any transactions concluded by the Customer utilizing the services offered by LPL or the PPI Issuer ("**Personal Information**"), for the Customer to: (a) obtain registration of and access to the LazyPay mobile application and to use the same, and (b) avail and use the Prepaid Card.
- 2.4. The Customer may be required to register on the LazyPay mobile application in connection with making an application for the Prepaid Card and subsequent use of the Prepaid Card.
- 2.5. Issue of the Prepaid Card upon an application being made by the Customer will be solely at the discretion of LPL and/or the PPI Issuer and the Customer shall have no claims in this regard.

3 PERSONAL INFORMATION

- 3.1. The Personal Information, that is: (a) provided by the Customer to LPL, or (b) collected by LPL from any third party, including PayU Finance India Private Limited ("**PayU Finance**"), on the basis of any consent given by the Customer, at the time of registration on the LazyPay mobile application or subsequently, shall be collected, stored and used by LPL in accordance with its privacy policy available at <https://lazypay.in/privacy-policy-lazypay>, and the Customer hereby confirms acceptance of the terms and conditions of the aforesaid privacy policy after having read and understood the same.
- 3.2. The Customer shall ensure that the Personal Information provided by the Customer to LPL upon registration and at all other times will be true, accurate, current and complete.
- 3.3. The Customer shall, at all times, have the option to not provide any Personal Information or other information about the Customer or otherwise withdraw consent in respect of the Personal Information or other information provided by the Customer, by communicating the same to LPL on wecare@lazypay.in . Upon withdrawal of consent by the Customer, LPL will be absolved of any obligations towards any services offered by LPL relating to the Prepaid Card and the LazyPay mobile application. The Customer confirms that upon the Customer withdrawing consent in relation to the Personal Information, LPL will not be able to provide to the Customer certain or all services relating to the Prepaid Card and the LazyPay mobile application.

4 RIGHTS OF LPL AND PPI ISSUER

- 4.1. The Customer understands that the information submitted by the Customer shall form the basis for the issue of the Prepaid Card and grant of access to the LazyPay mobile application and if at any stage of processing the Customer's application or subsequently, it comes to the knowledge of LPL and/or the PPI Issuer that the Customer has provided any incorrect or incomplete information or fake or fabricated documents, those will be treated by LPL and the PPI Issuer as having been manipulated by the Customer and LPL and the PPI Issuer shall have the right to forthwith: (a) reject the Customer's application and (b) cancel or revoke the Prepaid Card and access to the LazyPay mobile application. Neither LPL and/or the PPI Issuer nor their employees or representatives or agents or service providers shall be responsible or liable in any manner whatsoever to the Customer for such rejection or cancellation or revocation or any delay in notifying the Customer of such rejection or cancellation or revocation. The Customer hereby indemnifies and undertakes to indemnify and hold harmless LPL and the PPI Issuer and their employees, representatives, agents and service providers from and against all losses threatened and/or suffered as a result of any of the foregoing.
- 4.2. The Customer acknowledges that LPL and the PPI Issuer reserve their right at any time, to take steps deemed necessary by them to ensure compliance with any relevant KYC requirements and the Customer shall extend its full cooperation in this regard.

5 AUTHORIZATION, CONSENT AND CONFIRMATIONS

- 5.1. The Customer authorizes LPL to make any inquiries relating to any information submitted by the Customer at the time of applying for the Prepaid Card or registering for the LazyPay mobile application as LPL may consider necessary. The Customer further authorizes LPL to procure the Customer's PAN or copy of PAN card and other documents relating to identity proof, address proof, etc. from time to time and exchange, part with or share all such information relating to the Customer with the PPI Issuer as may be required and the Customer shall not hold LPL liable for use or sharing of such information with the PPI Issuer. The Customer confirms that there are no criminal or insolvency proceedings against the Customer and the Customer has

not been classified as a willful defaulter in the records of any financial institution or RBI.

- 5.2. The Customer understands that LPL will be procuring Customer's Personal Information (including sensitive personal information) from other sources or agents including, but not limited to, through any online service platforms or any of LPL' affiliates or group companies, and the Customer has no objection to such procurement and the Customer hereby provides express consent for the same.
- 5.3. The Customer also authorizes LPL and/or the PPI Issuer to request for supplemental information or documentation, at any time, in order to verify that the information provided by the Customer is accurate and complete and is in conformity with KYC requirements as per applicable law.

6 REGULATORY REQUIREMENTS

- 6.1. The Customer acknowledges and confirms that the Customer will comply with all applicable laws including, without limitation, all instructions, guidelines or circulars issued by LPL, PPI Issuer and/or RBI and/or any other competent authority or statutory or regulatory bodies relating to the use and operations of the Prepaid Card and/or the LazyPay mobile application. LPL and the PPI Issuer hereby expressly disclaim and the Customer accepts that all liability on account of any breach by the Customer of any of the aforesaid relating to the use and operation of the Prepaid Card and/or the LazyPay mobile application will be that of the Customer alone. Any breach of these LPL Terms of Service and of the terms and conditions of the PPI Issuer will entitle LPL and/or the PPI Issuer to forthwith disable the Prepaid Card and/or access to the LazyPay mobile application.

7 USE OF PREPAID CARD

- 7.1. The Customer understands that the Prepaid Card, if issued to the Customer, can only be used for purchasing goods or services in Indian currency through physical merchant establishments and online platforms or websites. The Customer further confirms that LPL and/or the PPI Issuer shall have the right to enhance the features of the Prepaid Card and/or of the LazyPay mobile application from time to time and to modify these LPL Terms of Service and of the terms and conditions of the PPI Issuer such enhanced features and/or modified terms, when communicated to the Customer, shall bind the Customer forthwith. The Customer confirms that such communications can be effected by electronic means such as short message service (SMS) or WhatsApp messages or email or notification on the LazyPay mobile application.
- 7.2. The Customer understands that the limits which can be loaded or reloaded (that is, any monthly and/or yearly limits of the Prepaid Card) will be communicated to the Customer by LPL and/or the PPI Issuer on the LazyPay mobile application and will be subject to modification in the manner as specified in paragraph 7.1 above.
- 7.3. The Customer understands that once the Prepaid Card has been delivered to the Customer either by LPL or the PPI Issuer, subject to applicable laws, the Customer will be able to load or reload the Prepaid Card only out of the credit facility(ies) sanctioned to the Customer by PayU Finance.
- 7.4. For the purposes of effecting any loading or reloading of any Prepaid Card, the Customer confirms that the Customer has authorized PayU Finance to disburse amounts (up to the maximum of the eligibility limit assigned to the Customer by PayU Finance or such other amount as PayU Finance may determine in its sole discretion) directly into a bank account of LPL (that is, a bank account in the name of LazyPay Private Limited) in order for LPL to effect any loading or reloading of the Prepaid Card.
- 7.5. The Customer understands that any utilization or draw down under the credit facility(ies) sanctioned to the

Customer by PayU Finance for the purposes of loading or reloading of the Prepaid Card will be effected, at the sole discretion of PayU Finance, as and when the necessary authorization instruction is made by the Customer by way of, amongst others: (a) the Customer entering the details of the Prepaid Card together with any security code such as PIN and/ or OTP on any payment processing platform, whether online or offline, (b) signing a charge slip or another document of a similar nature, or (c) tapping the Prepaid Card over a card reader or inserting the Prepaid Card into a card reader for the purposes of making a payment and taking other necessary actions such as entering any security code such as PIN and/ or OTP.

8 OTHER TERMS AND CONDITIONS

- 8.1. The Customer declares that the Customer has not made any payment to any person in cash, bearer cheques or by any other mode along with or in connection with applying for the Prepaid Card and/or the LazyPay mobile application.
- 8.2. The Customer confirms that neither LPL nor the PPI Issuer shall be liable or responsible, in any manner whatsoever, for any claims or disputes that the Customer may have with merchants selling goods and/or services offline and/or online with respect to any such goods and/or services for which the Customer has made any payments using the Prepaid Card and such claims or disputes by the Customer shall lie exclusively against such merchants.
- 8.3. The Customer confirms that the Customer would like to know through telephonic calls, or SMS or WhatsApp messages on Customer's mobile number(s) provided to LPL, or through any other communication mode, transactional information, various service related offers or schemes or promotional schemes or any other promotional schemes which may be provided by LPL or any of its affiliates or group companies or business partners and hereby authorizes LPL, any of its affiliates, group companies or business partners and their employees, agents, or associates to contact the Customer for any of the aforesaid purposes. The Customer confirms that laws in relation to unsolicited communications as laid down by Telecom Regulatory Authority of India or any entry in the "National Do Not Call Registry" will not be applicable for any of the aforesaid communications or calls.
- 8.4. The Customer acknowledges that these LPL Terms of Service constitute a legally binding agreement between the Customer and LPL.
- 8.5. The Customer understands that these LPL Terms of Service are in addition to any terms and conditions of the PPI Issuer and/or of PayU Finance and/or of any requirements specified under applicable laws.

9 GOVERNING LAW AND JURISDICTION

- 9.1. These LPL Terms of Service shall be governed by, and construed in accordance with, the laws of India.
- 9.2. For any disputes arising out of or relating to these LPL Terms of Service shall be subject to the exclusive jurisdiction of courts at Delhi, India.

Confirm and Accept
