

## CYBERSAFE PLATFORM USAGE AGREEMENT

Cybersafe (hereinafter referred to as the “**Platform**” or “**CYS**”) is an online platform that facilitates real-time information sharing between law enforcement agencies (“**LEA**”) and financial services entities (“**Fin-tech Entities**”) in order to record and collate information pertaining to certain types of financial frauds.

The Platform is an intermediary under the provisions of the Information Technology Act, 2000 hosting the information of third parties over which it has no control whatsoever, and accordingly, the Platform does not control any of the information accessible on the Platform.

This agreement (“**Agreement**”), along with CYS’ [Privacy Policy](#) and the Platform’s [Terms of Use](#) (together, the “**Platform Policies**”), which form an integral part of this Agreement) governs your use of the Platform, and sets out the basis on which the Platform has been made available to you by the Financial Co-ordination Cell, Ministry of Home Affairs (“**FCORD**”). By clicking the  (*I agree*’ button) herein and / or using the Platform or any related service / application / software or part thereof, you agree to accept and to be bound by (1) this Agreement, and (2) the Platform Policies at all times.

FCORD reserves the right to change, modify, add or delete provisions in this Agreement at any time, in accordance with the procedures described below in Clause 8. Any capitalized and undefined terms used in this Agreement shall have the meanings ascribed to them in the Platform’s terms of use.

### 1. Usage Rights

- 1.1. You are hereby granted a non-exclusive, non-transferable, un-assignable, and non-commercial right to use the Platform, for such time until either you or FCORD terminates this Agreement under Clause 7.
- 1.2. In the event that any part of the Platform comprises components that contain third party intellectual property rights, we may require you to consent to their terms and conditions, which may apply in addition to this Agreement and the Platform Policies. You shall comply with such third party terms and conditions, if notified, to the fullest extent.
- 1.3. You shall not, directly or indirectly, (i) sell, rent out, lease, license, distribute, market, exploit the Platform or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivative works of this Platform, (iii) remove, alter, disable or circumvent any copyright or trademark indications or other authorship and origin information, or (iv) export or re-export this Platform or any copy of adaptation in violation of any applicable laws or regulations.
- 1.4. While using the Platform, you agree to comply will all applicable laws, rules and regulations. In all cases, you may only use the Platform according to the intended use of the Platform. Without any limitation of FCORD’s rights to take action against you for prohibited usage of the Platform, you may not:
  - a. use any of the data on the Platform, including any information within the centralised negative incident database (i.e. the “**Negative List**” made available to you on the Platform) and any other results / data / information / details that is accessible by you

on the Platform (“**Platform Information**”) for any purpose other than analysis, updation, reference, and record-keeping. It is expressly clarified herein, and agreed and understood by you, that the Platform Information cannot be construed, treated as, relied upon or produced as evidence in a court of law or in any legal proceeding.

- b. create, use, share and/or publish, by any means any material (text, words, images, etc.) related to or available on the Platform, which would be a breach of your confidentiality obligations, infringe any intellectual property right, violate an individual’s right to privacy, or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);
- c. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Platform, or their accessibility to other users, or the functioning of the partner networks of the Platform, or attempt to do any of the above;
- d. transmit or propagate any virus, bug, corrupted file and/or similar destructive device or corrupted data in relation to the Platform, and/or organise, participate in or be involved in any way in an attack on CYS’s servers and/or the Platform and/or the digital resources of its service providers and partners;
- e. create, supply or use alternative methods of using the Platforms, such as server emulators;
- f. falsely claim to be an employee or representative of FCORD or CYS, or its partners or agents; and
- g. falsely claim an endorsement in connection with the Platform or with FCORD or CYS.

## **2. Intellectual Property**

- 2.1. All title, interest and ownership rights over the intellectual property in and to the Platform (including, without limitation, all text, graphics, information, data, Platform Information, and any other elements which are part of the Platform, individually or in combination) and any and all copies thereof, vest in and are the sole and exclusive property of FCORD. The Platform is protected by national and international laws, copyright treaties and conventions and other laws aimed at protecting intellectual property rights. Except as expressly set forth in this Agreement, all rights not granted hereunder to you are expressly reserved by and retained with FCORD.
- 2.2. Nothing in the terms hereof gives any you the right to use any of FCORD’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features in any manner, including on any reports or documents that you may request on the Platform.
- 2.3. This Agreement confers no title or ownership in the Platform or the Platform Information on you, and should not be construed as an assignment or transfer of any rights thereof.
- 2.4. The Platform Information that you provide may be used to supplement the Negative Lists, and for such other purposes as may be determined by FCORD in its sole discretion.

- 2.5. In the event that you request FCORD to delete your account on the Platform, the Platform Information obtained from you, along with any results from the processing of such data, shall continue to remain on the Platform and may be accessible by other users on the Platform.

### 3. Access to the Platform

- 3.1. You shall have to register on the Platform in order to avail the services therein, which may require the provision of your official e-mail address hosted on your organisation's domain, mobile number, details of entity type, registered address, details of nodal officers, etc. By doing so, you will have created an admin account for your organisation which may be accessed by you or your authorized L2 and L3 Users.
- 3.2. The Platform may be accessed by you on a computer system or a mobile device through application stores, including Google Play and the Apple App Store.
  - a. **Integration:** Access to the Platform under this Agreement would require integrating your portal with the Platform, which may require the installation of certain software. The Fin-tech Entities shall satisfy themselves with the quality of integration and the connectivity prior to the installation of the same. There will be a single instance of the Platform, and your portal will be integrated with this instance.

The integration of the Platform is for the purposes as set forth in this Agreement. The Fin-tech Entity will appoint an L2 and/ or L3 user for all interaction with FCORD or CYS, as the case maybe with respect to the Platform who would be focal point for all integration.

- b. **Platform Access:** To use the Platform on a computer or a mobile device, you must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by you. You acknowledge that the quality of the Platforms, the response time or access to certain features may depend on the capacities of your computer or mobile device and of the electronic communication network.
- c. **Collection of personal data:** FCORD may collect and store data about you, including such data in relation to your use of the Platform, your connection information, your computer or mobile device, IP address, geo-location, cache, which may be analysed, processed and archived for such purposes that are in compliance with applicable law.
- d. **Sharing of Data:** FCORD may be under a duty to disclose or share your data in order to comply with a legal obligation, or in order to protect FCORD's rights and those of other users and third parties. Certain types of Platform Information may be accessed by third parties using the Platform. For further information concerning FCORD's collection and use of your data, please refer to the CYS [Privacy Policy](#).
- e. **Incident Tickets:** Upon submission of Platform Information by LEAs, an Incident Ticket will be assigned to L2 and L3 Users by CYS. All such Incident Tickets created on the Platform shall be visible to L2 and L3 Users of the Fin-tech Entity.

#### **4. Disclaimers**

- 4.1. The Platform, and the Platform Information, is available to you on an 'as is' basis, without any representation or warranties, express or implied. FCORD further expressly disclaims all representations and warranties of any kind with regard to the Platform, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement of any third party intellectual property rights.
- 4.2. FCORD does not represent or warrant to you that: (a) your use of the Platform will meet your requirements, (b) your use of the offering will be uninterrupted, timely, secure or free from error, including specifically from server downtime, and (c) any information obtained by you as a result of your use of the offering will be accurate or reliable.
- 4.3. FCORD does not make any guarantees, conditions, warranties of any kind, express, implied or statutory or other terms including as to (a) conformity, accuracy, correctness, completeness, or reliability of the Negative List (b) its suitability for a particular use; (c) implied warranties of title, non-infringement. FCORD does not warrant that the Platform will be uninterrupted or error-free, that defects will be corrected, or that the Platform is free of viruses or other harmful components. You assume all responsibility for selecting the Platform to achieve your intended results, and for the installation, use, and use of results obtained from the Platform. You are solely responsible for the use of any information that you provide to the Platform, and FCORD shall not be liable in any manner for such information.
- 4.4. The Negative List is created with information submitted by LEAs and may be supplemented with information that is provided by you, and such representation of this information on the Platform is intended to assist users of the Platform with record-keeping and informational purposes only. It is clarified that the Negative List is not intended to impugn, in any manner, any person whose details may appear on the Negative List.

#### **5. Limitation of Liability**

- 5.1. You expressly understand and agree that in no event will FCORD, FCORD's licensors, channel partners and associated service providers, partners, and employees be liable for any loss or damage suffered in connection with the use of the Platform or any related third party service. This includes without limitation (a) all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise, (b) direct loss; (c) accidental loss, (d) incidental loss, (e) consequential loss, and (f) indirect loss. Such limitation of liability shall apply whether the damages arise from the use, misuse, or reliance on the Platform, from inability to use the Platform, or from the interruption, suspension or termination of the use of the Platform.
- 5.2. For purposes of this Clause, FCORD's licensors, channel partners and associated service providers are third party beneficiaries to the limitations of liability specified herein and they may enforce this Agreement against you.

## **6. Indemnity**

- 6.1. You are solely responsible for any damage caused to FCORD, its licensors, channel partners and associated service providers and subcontractors, other users of the Platform or any other individual or legal entity as a result of your violation of this Agreement.
- 6.2. You hereby agree to defend, indemnify and keep indemnified FCORD and its affiliates, their licensors, channel partners and associated service providers and their subcontractors against any claim or alleged claims, liabilities, losses damages and all costs (including lawyers' fees), directly or indirectly attributable to your fault and/or resulting from (a) a violation of any provision of this Agreement, or (b) your use or misuse of the Platform. FCORD reserves the right to take sole responsibility, at your expense, for conducting the defence of any claim for which you agreed to indemnify FCORD. The provisions of this Clause shall remain in force after termination of this Agreement.

## **7. Termination**

- 7.1. This Agreement is effective from the date you register yourself as a Fin-tech Entity on the Platform, and shall remain valid until terminated according to the terms herein.
- 7.2. FCORD may terminate your use of the Platform at any time if: (i) it believes, in its sole and absolute discretion, that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of this Agreement or the Platform Policies, or any feature of the Platform, or (ii) it is required to do so under applicable law. This Agreement shall continue to survive thereafter, governing all past conduct and usage of the Platform.
- 7.3. Upon termination for any reason, you must immediately uninstall the Platform and destroy all copies of the Platform in your possession.

## **8. Updates**

- 8.1. FCORD reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Agreement, or the Platform Policies, for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, with reasonable prior notice to you as far as is practicable. You can review the most current version of this Agreement by clicking on the "Agreement" link located on the Platform on clicking [Terms & Conditions](#).
- 8.2. You are responsible for checking this Agreement periodically for changes. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in agreement or compliance with this Agreement, you may terminate this Agreement in accordance with Clause 8 and must immediately uninstall the Platform and destroy all copies of the Platform. Your continued use of the Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

8.3. FCORD may modify the Platform for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Platform. You agree that the Platform may install or download the modifications automatically.

## 9. Miscellaneous

9.1. **Entire Agreement:** This Agreement, along with the Platform Policies which form an integral part hereof, constitutes the entire agreement, and supersedes all prior oral and written understandings, between the parties regarding the subject matter hereof.

9.2. **Confidentiality:** You are required to keep strictly confidential, without disclosing to any unauthorised person, all information pertaining to your account on the Platform and all information accessed on the Platform. You shall be solely responsible for any unauthorised usage of your account on the Platform.

9.3. **Severance:** If any court of competent jurisdiction or competent authority finds that any provision of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect FCORD's initial intentions.

9.4. **No Waiver:** No failure or delay by FCORD (or its licensors) to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing a written statement to this effect by FCORD or by you.

9.5. **Law and Jurisdiction:** This Agreement will be governed by and construed in accordance with the laws of India, and the courts of New Delhi, India shall have exclusive jurisdiction over any dispute arising out of the subject matter of this Agreement.

9.6. **Conflict:** To the extent that the provisions of this Agreement are in conflict with the provisions of the Platform Policies, the provisions in the Platform Policies shall prevail.

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