



IDFC Bank Prepaid Instruments - TERMS AND CONDITIONS

Zeta branded prepaid instruments are co-branded prepaid instruments issued by IDFC Bank in technical collaboration with Better World Technology Pvt. Ltd. (BWTL). The pre-paid instruments are offered in the form of Mobile Wallets, Expense Cards, Gift Cards, Meal Vouchers, in electronic, digital and mobile wallet form factors along with Physical Cards of Mastercard and/or Rupay brand Payment Networks. BWTL markets, distributes and sells these prepaid instruments through its mobile applications, websites and other channels either directly or through its channel partners, affiliates and other associates. BWTL maintains the software, services, hardware, connectivity and other infrastructure required to operate the prepaid instruments. BWTL provides customer support, dispute resolution and grievance redressal in all matters related to Zeta branded prepaid instruments. BWTL herein, unless repugnant to the context shall refer to both BWTL and IDFC Bank.

The Access, Purchase, Possession and Usage of any Zeta branded prepaid instrument is governed by the following Terms and Conditions and Privacy Policy. Specific prepaid instruments may have additional or overriding terms and conditions. Those additional terms and conditions combined with the terms and conditions herein constitute the terms and conditions of the instrument. The combined terms are binding on the Purchaser, Beneficiary and Acceptor of the pre-paid instruments.

IF A PURCHASER, BENEFICIARY OR ACCEPTOR DOES NOT ACCEPT THE COMBINED TERMS AND CONDITIONS OF THE ZETA BRANDED INSTRUMENT, SUCH PURCHASER, BENEFICIARY OR ACCEPTOR CANNOT ACCESS, PURCHASE, POSSESS, RELOAD OR USE ZETA BRANDED PREPAID INSTRUMENTS IN ANY FORM.

1. DEFINITIONS

1. The term Prepaid Instrument (PPI) refers to the co-branded semi-closed or open loop prepaid-instruments issued by the IDFC Bank under the authorisation received from Reserve Bank of India and marketed, distributed and managed by BWTL.
2. The term "use" refers to any and all of purchase, access, possess, transact, transfer and share activities of and associated with the prepaid instruments.
3. Wherever the term "he"/"his" is used as a pronoun to refer to the User, it assumes the meaning of appropriate pronoun based on the gender of the User.

2. ELIGIBILITY

1. Only Residents of India of age 18 years and above, suitable to enter into a legally binding agreement, may use PPIs for transactions in India in Indian Rupee denominations only.
2. No individual or entity shall misrepresent its identity, age, other demographic, parental, residence, ownership, nature of business information or other such information required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use PPIs. User shall be liable for all misrepresentations and/or wrongful usage of service in violations to these terms and conditions and/or the applicable laws and guidelines issued by the competent authorities of India.
3. BWTL reserves the right to deny, suspend and terminate services at its discretion to an otherwise eligible user, with or without prior notice in any form, if it suspects, has reason to believe or upon request or instruction from a competent authority that any of the terms, rules, laws, regulations and guidelines are in violation by the usage of the user.

3. PURCHASE OF PREPAID INSTRUMENTS

1. Eligible user may sign-up for a reloadable PPI in Zeta Mobile application or on the website by providing a verifiable identity from a trusted identity provider like a Bank, Telecom Network Operator or UIDAI. Such PPI may not hold more than Rs. 10,000 balance and will be subject to such other limits defined and notified by RBI from time to time. Setting up an account on Zeta constitutes purchase of a reloadable PPI described here.
2. Eligible user may purchase non-reloadable prepaid instruments in electronic or digital forms for upto Rs. 50,000/- after presenting an officially valid document.
3. Eligible user may purchase a reloadable open PPI upto Rs. 1,00,000 (one lakh) after completing a full KYC procedure.
4. BWTL may ask for additional documents or information during purchase of a PPI. Any information provided during purchase of a PPI must be true and user shall be liable for all accidental or intentional false representations.
5. All purchases of prepaid instruments are NON-REFUNDABLE.
6. All purchases are valid for a period of 3 years from the date of purchase, unless otherwise stated on the particular PPI.

4. RELOADING PREPAID INSTRUMENTS

1. Reloadable PPIs may be reloaded using Debit Cards, Credit Cards, Bank Transfer, Cash/Cheque Deposit at Bank or Cash payment at any of the recognised agent outlets subject to the limits of that particular PPI.
2. Reloads of a PPI are NON-REFUNDABLE.

3. The time taken to reflect usable balance on a reloadable PPI may vary depending on the type of the payment instrument used in the reload. If a reloaded amount does not become usable within 48 hours from the time of deposit, the user may request cancellation of the credit. BWTL shall refund the amount, if it remains unused at the time of request, in the same or similar payment channel chosen at its discretion.
4. By saving payment instruments or accounts like Debit Cards, Credit Cards, etc., in Zeta Account, a User authorises BWTL to debit those accounts to reload the Zeta PPIs upon instruction. User may revoke this authorisation for an instrument by deleting reference to that instrument in his Zeta account.

5. PURCHASE OF GOODS AND SERVICES

1. Zeta PPIs may be used for purchase of good and services in India. Users may use Zeta PPIs for payments ONLY AFTER being satisfied with the purchased goods and services. BWTL shall NOT be liable for any unfulfilled purchases or any misrepresentations of the owners. User is deemed to have verified the quality, quantity or any other parameters of the purchased goods and services before making payment using Zeta PPIs.
2. Usage of Zeta PPIs for payment towards any future deliverables is at the sole discretion and risk of the user. The transaction shall be governed by the Terms and Conditions of the seller. BWTL is deemed to be acting on the instruction of the user and shall not be liable for any such future deliverables promised by the seller. BWTL is neither the intermediary nor the facilitator of such transactions and shall not arbitrate such transactions.
3. Any information presented on Zeta by any user or any third party including sellers is displayed by Zeta as-is. Zeta shall not be liable for any transactions originating from, related to or associated with such information. User is solely responsible for all payment instructions issued by him from his Zeta account or using any of the Zeta PPIs using any available channel.

6. WITHDRAWAL & TRANSFERS

1. No Cash Withdrawal is permitted on PPIs purchased without providing full KYC information to the satisfaction of the IDFC Bank. Where permitted, BWTL reserves the right to enable or disable various withdrawal modes like ATMs, Cash Withdrawal at PoS at its own discretion. BWTL reserves the rights to set various limits like per transaction, daily, weekly and monthly transaction value, volume and frequency.
2. BWTL, at its discretion, may offer person to person, person to bank transfers from Zeta PPIs. Such transfers are governed by Domestic Money Transfer (DMT) guidelines issued by Reserve Bank of India. BWTL reserves rights to set different limits for such transactions from time to time, such that those limits are at least as restrictive as the limits specified under DMT guidelines.

3. BWTL may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, BWTL can neither guarantee any time taken to credit the destination bank account nor can it assure success of the transfer. BWTL shall debit the transferring user's account immediately upon initiation of transfer and shall credit these funds back if it is deterministically known to BWTL that the funds haven't been received by the destination account and shall never be received.
4. Transferor is solely liable for providing accurate information of the transferee. BWTL shall not be responsible for any errors in the account identifiers or other codes specified to identify the transferee's account. User shall acknowledge that BWTL has no information to verify the intended recipient of the transfer and shall be indemnified by the transferor of any legal or financial liability arising out of such transfer, whatsoever.

7. CANCELLATION, REFUNDS & CHARGEBACKS

1. Where possible, BWTL may give option to cancel a payment made before it is captured by the Payee. A payment captured by the payee is irrevocable and final.
2. In reload or purchase of PPI transactions, BWTL's responsibility is to add funds to the PPI being reloaded or purchased. If the funds are delivered to the reloadable PPI or if the non-reloadable PPI is delivered to the user, User shall deem the transaction to be successful to the fullest extent and to his complete satisfaction. Such successful transactions are neither cancellable or refundable.
3. User is liable to BWTL for the full amount of the purchase or reload value of a PPI plus any fees, if the purchase or reload is later invalidated for any reason including but not limited to chargeback, reversal of Transaction, dispute by the owner of funding source of a Transaction. User agrees to allow BWTL to recover any amounts due to it by debiting the Zeta PPIs of the user. If there are insufficient funds in User's PPIs to cover his liability, User agrees to reimburse BWTL through other means. If BWTL is unable to recover the funds from User's PPIs, BWTL may attempt to contact User's Bank and/or recover the funds from User's alternate funding sources, or may at its discretion, can take appropriate legal actions to collect the amount due, to the extent allowed by Applicable Law. In addition, BWTL reserves the right to suspend or terminate one or more PPIs of the user.
4. User has the option to close reloadable Zeta PPIs at any time. The closure of such PPI may be communicated to BWTL over email at grievances@zeta.in. Termination will be effective subject to payment of all amounts outstanding on the PPI. No fees charged, if any, to User shall be refunded in the event of termination, suspension or discontinuance of Services.
5. User agrees not to dispute the decision made by BWTL and accept BWTL's decision regarding cancellations.

8. FEES AND CHARGES

1. All fees and charges related to PPIs, as determined by BWTL will be recovered by a debit to the PPI or through other means as available and applicable. The fee is not refundable. Any government charges, duty or debits, or tax payable as a result of the use of the PPI shall be the User's responsibility and if imposed upon BWTL or the IDFC Bank (either directly or indirectly), BWTL shall debit such charges, duty or tax against the PPI.
2. BWTL reserves the right at any time to charge the User any fees/ charges for the Transactions carried out by using his PPI.
3. Charges applicable for using PPI are subject to change from time to time at the discretion of BWTL. Details of the currently applicable fees and charges as stipulated by BWTL, will be displayed on the Website.
4. Existing Fees Schedule:

Type of Transaction	Fees (INR)
Issuance Fee	NIL
Reloading Fee	NIL
Fund Transfer to other Zeta PPIs	NIL
Fund Transfer to Bank Account	NIL

5. Service Tax, unless explicitly stated in this Schedule of Charges, as may be applicable from time to time on all fees, surcharge and other charges will be levied to the User.

9. ACCESS PROTECTION & RECLAIMING ACCESS

1. BWTL employs reasonable technology and systems to guard access to User's accounts and information. However, User acknowledges that he is the solely responsible for protecting account information and that BWTL is providing authentication, authorisation and access control services for his information on a best effort basis and that he cannot hold BWTL or any of its associates or affiliates responsible for any compromise, loss, theft or damage to such information, irrespective of the cause.
2. BWTL may deny access to User's accounts accounts maintained with it, if it suspects or has reasonable doubt to suspect or if so instructed by competent regulatory or legal authority or upon its sole assessment of risk, abuse and non-compliant activities associated with such account.
3. BWTL may rely on one or more external services for establishing identity and authenticating the user. BWTL cannot assure the credibility and reliability of those services. User acknowledges that reliance on any external services for establishing his identity and/or for authentication is

solely his choice and BWTL cannot be held responsible for any outcomes associated with reliance or non-reliance of such external services.

4. BWTL may use multiple mechanisms that rely on user's information including but not limited to personal, contacts, financial, transactional and biometric data in establishing or re-establishing identity and/or authentication of the user. User acknowledges that no information either singularly or in combination with other information is sufficient to establish true identity and that BWTL's efforts are on best efforts basis. User indemnifies BWTL of any consequences whatsoever arising out of mistaken identity and/or compromised access irrespective of the reason for such a compromise or vulnerability.

10. FRAUD PREVENTION AND MITIGATION

1. BWTL at its sole discretion may employ multiple mechanisms that rely on User's personal, transaction, financial, device, location and such other data gathered either directly, indirectly, through telemetry from its own applications or from any third-party applications or various other sources both related to or unrelated to BWTL to detect, prevent, deter, mitigate and expose fraudulent behavior or any suspicious activity.
2. BWTL may rely on third-party systems and tools to safeguard its system from unintended behavior. Such tools may rely on anonymous or non-anonymous information stored, accessed or passes through BWTL services.

11. CONTENT IN APPLICATIONS AND ON WEBSITE

1. BWTL may provide ways Users to post content, request payments or solicit trade through its website, applications and other medium. Such content may also appear in BWTL communication with prospective or current User in any digital, electronic or print forms. BWTL has no control over the existence, quality, safety or legality of the content displayed that is posted by Users and/or third-parties; the accuracy of user or third party content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; the ownership and rights of the content posted.
2. User acknowledges that the User or Third Party Content presented is obtained from sources believed to be reliable. BWTL does not provide any guarantee with respect to such Third Party Content and BWTL shall not be held liable for any loss suffered by Users based on their reliance on or use of such data.

12. TERMINATION OF PPIS

1. To the extent permitted under Applicable Laws, BWTL may at its sole discretion close or wind up any PPI Services or amend any of its features with notice to its Users.

2. User hereby agrees that, upon any closure or winding up of the PPI Services, he may redeem the outstanding balance in PPIs or transfer the same to any PPI or bank account held/maintained by him with any third party with in such time as may be determined by BWTL, failing which, BWTL may transfer the balance in PPI to User's another PPI issued by such entity having authorisation from RBI and with which BWTL has made appropriate arrangements.

13. USER'S RESPONSIBILITY

1. User shall not use any products or services of BTWL to commit, aid, support or conceal any fraudulent, criminal, illegal, prohibited or objectionable activity whatsoever.
2. User shall bring to the notice of BWTL vide email to legal@zeta.in of any violations of these terms and conditions or any suspicious activity as and when he becomes aware of it.
3. User shall acknowledge the risks associated with electronic financial transactions and shall use all such services offered by BWTL at his own risk.
4. User shall, in all circumstances, accept full responsibility for the use of his PPIs, whether or not processed with his knowledge or authority, expressed or implied.
5. User shall keep sensitive information like passwords and various authentication and authorisation codes safely away from reach of any other person or entity. User shall not share his personal devices or give access to his account to any individual or entity. User shall be aware of the risks associated with sharing sensitive information and shall be solely liable for any consequences of intentional or inadvertent sharing of personal or sensitive information.
6. User shall hold BWTL indemnified and harmless for its actions in good faith and in the normal course of business based on Transactions.

14. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION

1. BWTL relies on several third party services in delivering its services. BWTL shall not be held liable for any delays, failures, lack of accurate status or fulfillment of transactions or making available information about past transactions that are dependent on third parties.
2. BWTL makes reasonable efforts affect all payment instructions but assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) for any reason whatsoever.
3. BWTL makes reasonable efforts to keep its machines, services available. Several factors outside the control of BWTL may disrupt availability and quality of services. BWTL shall make reasonable efforts to keep users informed about the service quality and availability issues through one or more electronic or digital channels.
4. BWTL may rely on third-party systems and tools to provide its services, applications, support and any other functionality. BWTL may make changes to its reliance on such third-party

vendors, service providers, partners or any such other entities without any notice to Users and may hold such information confidentially.

5. BWTL updates its services regularly to provide better experience and/or more capabilities to Users. In the process BWTL may introduce faulty behavior, lose information related to past transactions, discontinue or break previously available services. BWTL shall make all reasonable efforts to restore any unintentional disruptions. However, BWTL services are provided on an "as is" and "as available" basis. BWTL disclaims all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, merchantability, fitness for any particular purpose, non-infringement or completeness. Specifically, BWTL disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under applicable laws.
6. No advice or information, whether oral or written, obtained or available on any of the Zeta interfaces or through any other communication channels or through or from any BWTL services shall create any warranty not expressly stated in these T&Cs.
7. While BWTL makes reasonable effort to employ state of the art security measures appropriate for offering its services, it does not assure or guarantee that no person or entity will overcome or subvert the security measures and gain unauthorized access to its services or any accounts accounts maintained with it. BWTL is not liable if any unauthorized person hacks into or gains access to the services or to any User's Account. User shall indemnify BWTL of any liability arising out of such hacks or exploited vulnerabilities.
8. User shall agree to indemnify, defend and hold BWTL and/or related parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including and without limitation legal fees and expenses, arising out of or related to the use or misuse of BWTL services or any violation of these T&Cs.

15. GENERAL PROVISIONS

1. **ASSIGNMENT:** User cannot assign or otherwise transfer this Agreements, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. BWTL's rights and/or obligations under the Agreement are freely assignable or otherwise transferable by it to any third parties without the requirement of seeking User's prior consent. BWTL may inform User of such assignment or transfer in accordance with the notice requirements under the Agreement on best effort basis.
2. **SEVERABILITY:** If, for any reason, a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the

maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Agreement shall continue in full force and effect. BWTL may amend in a reasonable manner such provision to make it enforceable and such amendment will be given effect in accordance with the amendment terms of this Agreement.

3. **WAIVER:** Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under this Agreement or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.
4. **FORCE MAJEURE:** If performance of any service or obligation under this Agreement by BWTL is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of BWTL or its third parties performing such services as sub-contractor to BWTL and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then BWTL shall be excused from such performance to the extent of and during the period of such Force Majeure Event. BWTL shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.
5. Notwithstanding the foregoing, such terms of this Agreement as are meant to survive termination / expiry of this Agreement, will survive indefinitely unless and until BWTL chooses to terminate them.

16. ARBITRATION

BWTL may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mumbai, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either User or BWTL may seek any interim or preliminary relief from a court of competent jurisdiction in Mumbai, India, necessary to protect the rights or the property of User or BWTL (or its affiliates, agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither User nor BWTL may

disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award. All administrative fees and expenses of arbitration will be divided equally between BWTL and User. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

17. GOVERNING LAW AND DISPUTE RESOLUTION

Except as otherwise agreed by the parties or as described in the Arbitration section above, User agrees that any claim or dispute he may have against BWTL must be resolved by a court located in Mumbai, India. You agree to submit to the personal jurisdiction of the courts located within Mumbai, India for the purpose of litigating all such claims or disputes. This Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

18. PRIVACY POLICY

At Zeta we recognize that privacy is important. We respect your privacy and believe that we should clearly and transparently disclose our privacy practices to you as the user. The Zeta mobile and desktop application, software, design, servers, data, user input, content, website located at www.zeta.in and *.zetaapps.in ("Website"), and associated services (collectively "Services" or "App") are owned and operated by Better World Technology Pvt. Ltd. ("BWTL"). BWTL has adopted this Privacy Policy to inform you that it collects limited non-personal, personal and personally identifiable information, sensitive personal data or information when you use our Services and to explain how this personal and personally identifiable information is used by Zeta services.

Our policy reflects our motto:

1. User data should be handled with utmost care.
2. We will not share or allow for accidental disclosure of user data.
3. We adhere to best in class industry standard data protection practices and shall have our systems audited by trusted third-parties periodically.

Our systems and processes are audited and certified to be in compliance with **PCI DSS v3.2, ISO 27001 and SSAE SOC2**.

It is also pertinent to inform everyone that BWTL is a technology provider to banks and is also a business correspondent facilitating marketing, sales, distribution of Zeta co-branded prepaid instruments. All your KYC and financial transaction data is property of the bank by regulation. BWTL does not own such data and thereby cannot exercise any rights to share or sell the data to any other party.

Privacy Policy v2.0

Published Date: 27th March 2017

Effective Date: 1st April 2017

BWTPL MAY CHANGE, MODIFY, AMEND, SUSPEND, TERMINATE, OR REPLACE THIS PRIVACY POLICY FROM TIME TO TIME AND WITHIN ITS SOLE AND ABSOLUTE DISCRETION. IN THE EVENT BWTL CHANGES, MODIFIES, AMENDS, OR REPLACES THIS PRIVACY POLICY, THE EFFECTIVE DATE, LOCATED ABOVE, WILL CHANGE. YOUR CONTINUED USE OF THE SERVICES AFTER A CHANGE IN THE EFFECTIVE DATE OF THIS PRIVACY POLICY CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE CHANGE, MODIFICATION, AMENDMENT, OR REPLACEMENT CONTAINED WITHIN.

1. Collection Of Information

Zeta App allows you to input information about you directly into the App and collects certain information programmatically when you register for Zeta Services, when you install and use the App on your device, and when you use the Services as described in more detail below. Such information may contain personal, personally identifiable information or sensitive personal data or information.

A. Zeta May Collect the Following Personally Identifiable Information (PII) from you

Personally Identifiable Information ("PII") is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Zeta collects PII from you when you voluntarily provide it to us, in instances in which you must provide such information to use features of the Services, and programmatically when you install the App, and when you visit websites of our partners. Zeta may collect this PII from you through various channels, including, but not limited to, through your voluntary submission of information to the Services, through requests initiated by you through the Services, and through communication with third parties. Zeta will collect sensitive personal information or data if and only if you voluntarily provide such information through Zeta apps or services.

Our primary goals in collecting information is to provide you with the services made available through the Apps and websites, including, but not limited, to communicate with you, and to manage your registered user account, if you have one, and to improve the Services. Here is the PII that Zeta may collect from you:

Any information that you voluntarily submit/input to the Services and information collected programmatically when you install the App, for example:

a.First and last name; b.Email address(es); c.Mobile and other phone number(s) d.Date of birth; e.Location; f.Contacts; g.Preferences; h.Your mobile device information, including, without limitation, device type, ID, model number, operating system, application, and related information; i.Payments you make using the App; j.Payment information, including credit/debit card or other payment account information; k. Any documents submitted as proof of identity or to fulfil any other requirements; l. Other required account or other information to utilize the service. m. Your MAC and/or IP address.

Where possible all information is collected and transmitted through secure connections. Your contact and payment information is always submitted and payment is processed through a secure connection.

2. Use Of Information

A. Zeta Uses this PII and Non-PII Information in the Following Ways

Zeta uses your PII and Non-PII to provide you with and bill you for the Services, to communicate with you, to identify and fix problems with the Services, to update you on changes to the Services, to communicate with you concerning your account, if applicable, and to update you on Zeta's services offered through the Services or the services of third parties. We use this information to make the Services easier for you to use, for example, by eliminating the need for you to repeatedly enter the same information. We also use this information for auditing, research and analysis purposes so that we are able to maintain, protect, and improve the Services and ensure the technical functioning of our network.

You further authorize the following uses:

1. Enable your use of the Services;
2. Process payment and verify payment information;
3. Improve algorithms;
4. Measure service usage;
5. Publish summaries online or offline;
6. Develop new features and services;
7. Contact and communicate with you, whether through email, phone, push notifications or messages within the Services;
8. Customize and/or tailor the Services and your user experience,

9. Display limited profile information like your name and profile picture, to other users and to display any other content you post to the Services which is meant for public consumption;
10. Advertise and provide you with information about products, benefits and services of Zeta;
11. Provide you with information or services that may be of interest to you;
12. Transmit and process your information and actions within the Services;
13. Provide statistical information, and include you in the same, where applicable;
14. Provide you with technical service and support, including updates;
15. Understand your needs and requests;
16. Communicate promotions or other offers;
17. Prevent and detect illegal activities or violations of the End User License Agreement;
18. Protect BWTL's rights and property and the same of our users;
19. Facilitate your use of the Services, its upgrades, or its replacements;
20. Provide the information to third parties performing services in support of our delivery of Services to you;
21. Personalize your experience with our Services;
22. Respond to legal requirements, exercise our legal rights or defend against legal claims, to protect our interests, fight fraud or illegal activity, to enforce our policies, or to protect third party rights, property, or safety.

BWTL may use analytics, attribution and reporting functions, and other services provided by third parties. We may share information from or about you with them so that they can perform their services as long as they comply with this Privacy Policy.

3. Storage Of Information

Zeta's infrastructure consists of servers deployed at multiple datacenters that are owned and operated by our partners or us. All information collected in connection with the Services resides on this network of servers and/or on your device. Much of your information is stored on your device and is subject to the security and privacy policies of your device and storage providers. If Zeta is using a vendor, all data storage by the vendor is consistent with the vendor's policies. All data storage by Zeta of your PII or Non-PII may be stored and processed on computers located outside of your country, and through your use of the Services you unequivocally consent to the processing and storage of your information outside of your own jurisdiction within. You understand and agree that Zeta may continue to store your information after you cease use of the service or

disable your use of, access to, or otherwise of the App. All your information is stored in encrypted format using commercially reasonable approaches.

In order to improve usability and experience Zeta may store your private information on your personal device for subsequent retrieval and use for form submissions, payments and other transactions. Zeta takes commercially reasonable care to encrypt this information on your device with passwords or other secrets supplied by you. Such information stored on your personal device is subject to security offered by your device, operating systems and other components. You understand and agree that Zeta cannot be held responsible for any compromise of access to your personal device, for loss of information, theft or for any exploits or logic attacks on your device through malware or other software or hardware that is outside the control of Zeta's services.

Zeta uses commercially reasonable and standard practices and technology to help prevent against the unauthorized access to, disclosure of, or alteration or destruction of your personal or personally identifiable information. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store PII and Non-PII. We restrict access to such information to our employees, contractors and agents who need to know that information in order to operate, develop or improve the Services. These individuals are bound by this Privacy Policy and other confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Though we undertake commercially reasonable efforts to protect your personal and personally identifiable information, no software or service is completely safe. Accordingly, you provide all such personal or personally identifiable information at your own risk.

4. Sharing Information

A. BWTL May Share your Information with Third Parties in the Following Circumstances

Where BWTL has obtained your consent, including when you choose to register a user account, use the Services, and otherwise share your information with Zeta; where sharing or disclosure of your personal or personally identifiable information is necessary to provide you with the Services; where sharing or disclosure of your personal or personally identifiable information is necessary with BWTL's parents, subsidiaries, successors, assigns, licensees, affiliates, or business partners (We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.); where BWTL has been purchased by a third party; where sharing or disclosure of

your personal or personally identifiable information is necessary to respond to requests by government authorities; where your personal or personally identifiable information is demanded by a court order or subpoena; where sharing or disclosure of your personal or personally identifiable information is needed to protect the employees, independent contractors, officers, directors, members, users, or shareholders of BWTL; where sharing or disclosure of your personal or personally identifiable information is needed to help prevent against fraud or the violation of any applicable law, statute, regulation, ordinance, or treaty.

BWTL may share or disclose non-private, aggregated or otherwise Non-PII in the aggregate with third parties. This information does not identify you individually.

B. Your Choices

You may contact BWTL with any requests regarding your information, but BWTL reserves the right to act or not act upon such requests.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some of our features and services may not function properly if your cookies are disabled. You may decline to submit personal and personally identifiable information to any of our services, in which case we may not be able to provide those services to you.

If, at any time, you prefer not receive communications from BWTL, simply follow the unsubscribe options that may be available at the bottom of each such communication or contact us directly. We will make commercially reasonable efforts to implement your opt-out requests promptly, but you may still receive our emails for up to ten (10) business days as BWTL processes your request.

Where a data subject exercises a right under applicable privacy law, Zeta will respond by taking any action required by the relevant privacy law, unless the request is obviously unfounded or excessive. Zeta will take the relevant action within one month of receipt, unless a different time period is set by applicable privacy law.

Upon request by a data subject, Zeta will provide data subjects with appropriate information on their personal data to confirm that it is accurate and up-to-date, as well as the right to request correction of their personal data.

When you use the Services, BWTL makes good faith efforts to provide you with access to your PII and to correct this data if it is inaccurate.

C. No-Spam Policy

We have a strict No-Spam Policy prohibiting the use of any data collected to send spam communications. We will not sell or share any contact information to third parties.

5. Children's Online Privacy Protection Policy

The Services are not intended for or directed to users under the age of thirteen (13), and Zeta does not knowingly or intentionally collect personally identifiable information from children under the age of thirteen (13) or other minors. Where appropriate, Zeta takes reasonable measures to determine that users are adults of legal age and to inform minors not to submit such information to the Services or in response to advertisements. If you are concerned that personal information may have been inadvertently provided to or collected by Zeta, please contact us immediately so appropriate steps may be taken to remove such information from Zeta's database.

6. Changes To This Privacy Policy

Please note that this Privacy Policy may change from time to time. Zeta will update on its website, mobile applications and other digital properties any changes in the Services and policies. In the event that Zeta makes changes to this Privacy Policy, the effective date noted above will change and your continued use of the Services after a change in the effective date constitutes your manifestation of assent to the change. We will publish any changes to the privacy policy at least 30 days before they will become effective. If you do not agree to the change, you may not continue to use the Services.

7. Contact And Notices

If you have any questions or concerns about this Privacy Policy, please contact us by email at privacy@zeta.in.

All requests for information pursuant to this Privacy Policy or notices required must be sent via email to privacy@zeta.in.

8. Exclusions

This Privacy Policy does not apply to third party websites or applications that we may link or redirect you to during your use of our services, and you visit such third party sites and apps at your own risk, consistent with their privacy policies, if any.