



Infini Systems limited

(Formerly Known as Infini Systems Private Limited)

CIN: U72300MH2010PTC205096

TERMS AND CONDITIONS OF USE

Document	Terms and Conditions of Use
Organisation	Infini Systems Limited (Formerly Known As Infini Systems Private Limited)
Version	1.0
Approved By	Board of Directors
Effective Date	[●]
Review Frequency	At least annually or upon material regulatory, legal, technological or business change

1. INTRODUCTION AND ACCEPTANCE

- 1.1 These Terms and Conditions of Use (“**Terms**”) govern access to and use of the website, dashboard, application programming interfaces, software and related services (collectively, the “**Platform**”) made available by Infini Systems Limited (formerly known as Infini Systems Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at Global One, 2nd Floor, Office 1, CTS No. 252/1, Opp. SBI, LBS Marg, Kurla (West), Mumbai, Maharashtra 400070 (“**Infini**”, “**we**”, “**us**” or “**our**”).
- 1.2 By accessing or using the Platform, creating an account, integrating with any Infini API, or clicking to accept these Terms, the person or entity doing so (“**Client**”, “**you**” or “**your**”) agrees to be bound by these Terms, the Privacy Policy and any Order Form. If you do not agree, you must not access or use the Platform.
- 1.3 If you accept these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, and references to “Client” shall mean that entity.
- 1.4 Where Infini and the Client have executed a separate written agreement for the Services (“**Master Agreement**”), the Master Agreement shall be read with these Terms. These Terms shall otherwise apply to all use of the Platform.

2. DEFINITIONS

In these Terms, unless the context otherwise requires:

“**Applicable Law**” means all laws, rules, regulations, directions, circulars, guidelines and binding orders in force in India from time to time, including the Information Technology Act, 2000 and the rules made thereunder, the Digital Personal Data Protection Act, 2023 and the rules made thereunder, the Credit Information Companies (Regulation) Act, 2005, the Prevention of Money-Laundering Act, 2002, the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, and applicable directions of the Reserve Bank of India, UIDAI, CERT-In and other competent authorities.

“**Client Data**” means all information, documents and data, including Personal Data, owned by the Client and provided to the Platform for the purpose of availing the Services.



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“Consent” means the free, specific, informed, unconditional and unambiguous consent of a Data Principal, obtained by Client in accordance with Applicable Law, for the processing of his or her Personal Data for the relevant purpose.

“Credit Information” has the meaning given to it under the Credit Information Companies (Regulation) Act, 2005 and includes any information relating to credit history, creditworthiness, credit facilities or repayment behaviour obtained from a credit information company or any other source.

“Data Principal” means the individual to whom the Personal Data relates.

“Deliverables” means the results, responses, reports and outputs returned to the Client through the Platform as a result of the Services.

“End User” means any individual or entity in respect of whom the Client requests the Services, including the Client’s customers, applicants, borrowers, employees, merchants, vendors and business partners.

“Order Form” means any proposal, commercial annexure, onboarding sheet, statement of work or order, whether physical or electronic, accepted by the Client and Infini, which specifies the Services, fees and related commercial terms.

“Personal Data” has the meaning given to it under the Digital Personal Data Protection Act, 2023.

“Privacy Policy” means Infini’s Data Privacy & Personal Data Protection Policy, as published on Infini’s website and amended from time to time.

“Services” means the identity verification, KYC, KYB, AML, PEP and sanctions screening, fraud and risk management, document verification and extraction, e-sign, e-stamp, data enrichment, bank statement and financial analysis, collection and other digital API-based services made available by Infini through the Platform, as specified in the applicable Order Form.

“Source” means any government database, regulatory body, registry, credit information company, bank, account aggregator, telecom operator or other third-party data or technology provider from which, or through which, information is obtained to perform the Services.

3. ELIGIBILITY AND ACCOUNT

- 3.1 The Platform is intended solely for use by businesses, including regulated entities, and is not intended for personal, household or consumer use. The Client must be a legal entity duly incorporated or registered in India, or otherwise approved by Infini in writing.
- 3.2 The Client shall provide complete and accurate information during onboarding, including know-your-business documents, authorised signatory details and such other information as Infini may reasonably require, and shall keep such information updated.
- 3.3 Infini may, at its sole discretion and in accordance with Applicable Law, accept or reject any onboarding request, and may conduct due diligence on the Client and its authorised users.
- 3.4 The Client is solely responsible for maintaining the confidentiality of its account credentials, API keys, tokens and passwords (**“Access Credentials”**), and for all activity carried out using its Access Credentials. The Client shall notify Infini immediately upon becoming aware of any unauthorised use or compromise of its Access Credentials.



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4. SERVICES, ONBOARDING AND ACCESS

- 4.1 Infini shall provide the Services selected by the Client in the applicable Order Form, on a non-exclusive and as-needed basis, subject to these Terms.
- 4.2 Infini may provide a sandbox or user acceptance testing (UAT) environment for integration and testing. Test environments may use simulated data and are provided without any service-level commitment.
- 4.3 Production access shall be provided only after (a) execution or acceptance of the applicable Order Form and onboarding documents, (b) completion of onboarding due diligence, and (c) where the Client is on a prepaid plan, receipt of the prepaid amount. Infini shall endeavour to provide production access within 48 (forty-eight) working hours of completion of these requirements; Services requiring customisation or third-party activation may take longer.
- 4.4 The manner and means by which the Services are performed shall be determined by Infini. Infini may engage Sources, sub-processors and other service providers to deliver the Services.
- 4.5 Infini may modify, improve, add or discontinue any feature, API or Service, including where a Source changes or withdraws access. Infini shall endeavour to give the Client reasonable prior notice of any discontinuation that materially affects a Service the Client is actively using, except where such change is required by Applicable Law or a Source or is without notice to Infini.

5. CLIENT OBLIGATIONS AND CONSENT

- 5.1 The Client shall use the Platform and the Services only for lawful purposes, and only for the specific purpose for which Consent has been obtained or which is otherwise permitted under Applicable Law.
- 5.2 As between the Client and Infini, the Client is the Data Fiduciary in respect of Client Data, and Infini processes Client Data on behalf of and in accordance with the instructions of the Client. The Client represents, warrants and undertakes that:
 - (a) it has obtained valid Consent from each Data Principal, or has another lawful basis under Applicable Law, before submitting any Personal Data to the Platform or requesting any Service in respect of such Data Principal;
 - (b) it has provided all notices to Data Principals required under Applicable Law, including notice that their information may be verified through Infini and the relevant Sources;
 - (c) it shall maintain records of Consent for the period required under Applicable Law and shall provide such records to Infini promptly upon request, including where required by a Source or a competent authority;
 - (d) where any Service involves Aadhaar, it is permitted under Applicable Law to request such Service, and it shall comply with the requirements of UIDAI, including in relation to consent, purpose limitation, masking and storage of Aadhaar numbers;
 - (e) where any Service involves Credit Information, it is a person entitled to obtain such Credit Information under Applicable Law and has a valid purpose and Consent for doing so;
 - (f) all Client Data is accurate, complete and has been lawfully obtained; and
 - (g) it holds, and shall maintain, all licences, registrations and approvals required for its business and for its use of the Services.
- 5.3 The Client shall be solely responsible for all decisions and actions taken on the basis of the Deliverables, including decisions relating to onboarding, credit, underwriting, employment or the provision of any product or service, and for its own compliance with Applicable Law, including KYC, anti-money laundering and outsourcing obligations applicable to it.



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- 5.4 The Client shall ensure that its employees, agents and authorised users comply with these Terms, and shall be liable for any act or omission of such persons.

6. PROHIBITED USE

- 6.1 The Client shall not, and shall not permit any person to:
- (a) request any Service in respect of any person without Consent or other lawful basis, or for any purpose other than the purpose for which the Service was intended;
 - (b) use the Services or Deliverables for surveillance, profiling, stalking, harassment, discrimination or any purpose that is unlawful, fraudulent, anti-national or in contravention of Applicable Law;
 - (c) resell, sublicense, redistribute, rent or otherwise make the Platform, Services or Deliverables available to any third party, or build a competing database from the Deliverables, except as expressly permitted in writing by Infini;
 - (d) store, cache or retain any Deliverables beyond the period permitted under Applicable Law or the Client's own retention obligations or such other period as may be reasonably determined by Infini;;
 - (e) reverse engineer, decompile, disassemble, scrape, crawl or attempt to derive the source code, models or underlying data of the Platform, Services or Deliverables;
 - (f) circumvent, disable or interfere with any security, authentication, rate-limit or access-control feature of the Platform, Services or Deliverables, or attempt to gain unauthorised access to any system, data or account;
 - (g) introduce any virus, malware or other harmful code, or conduct any load, penetration or vulnerability testing without Infini's prior written consent; or
 - (h) impersonate any person, submit false, forged or tampered documents, or misrepresent the identity or purpose of any request.
- 6.2 Infini may monitor use of the Platform for security, fraud prevention, compliance and service quality purposes, and may take appropriate action, including suspension, in respect of any actual or suspected breach of this Section 6.

7. SOURCES AND THIRD-PARTY SERVICES

- 7.1 The Services depend on information and systems made available by Sources. Infini does not author, create or control the information held by any Source, and does not warrant the accuracy, completeness, availability or timeliness of any such information.
- 7.2 Where a Source requires the Client to accept additional terms, provide additional documents or meet additional eligibility conditions, the Client shall comply with such requirements as a condition of availing the relevant Service.
- 7.3 Infini shall not be liable for any delay, failure, downtime, change in pricing or withdrawal of access attributable to a Source. Where a Source revises its charges, Infini may revise the fees for the affected Service in accordance with Section 11.4.

8. DATA PROTECTION AND PRIVACY

- 8.1 Infini shall process Client Data in accordance with Applicable Law, these Terms, the Client's documented instructions and the Privacy Policy or for the purpose of providing the Services, maintaining the security and integrity of the Platform, and complying with Applicable Law.



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9. CREDIT INFORMATION

- 9.1 Credit Information collected or accessed by Infini in the course of the Services shall be used and processed only for the specific purpose for which it is obtained, and shall be made available only to the Client on whose request it is obtained, the person to whom it relates where permitted under Applicable Law, and competent authorities where required under Applicable Law.
- 9.2 Infini does not share credit information with its group companies, subsidiaries, or affiliates, except where explicitly permitted by these terms or where required or permitted under applicable law or regulatory direction. No unauthorized access to credit information is permitted by us, and access is strictly limited for the specified purpose for which such information was collected.

10. INFORMATION SECURITY AND INCIDENTS

- 10.1 Infini shall implement and maintain reasonable security practices and procedures, including encryption in transit, access controls, logging and monitoring, vulnerability management and periodic security assessments, designed to protect Client Data against unauthorised access, disclosure, alteration, loss or destruction.
- 10.2 In the event of a personal data breach or security incident affecting Client Data, Infini shall notify the Client without undue delay and in any event within 24 (twenty-four) hours of becoming aware of it, provide available details, and cooperate with the Client in containment, investigation, remediation and regulatory reporting. Infini shall also report incidents to CERT-In and other authorities where required under Applicable Law.
- 10.3 The Client shall implement reasonable security measures on its own systems, including secure storage of Access Credentials, IP whitelisting where offered, and secure handling of Deliverables.

11. FEES, INVOICING AND PAYMENT

- 11.1 The Client shall pay the fees set out in the applicable Order Form. Unless otherwise stated, fees are charged per API call or per transaction, including for calls that return a valid "no record found" or similar response from a Source.
- 11.2 Unless otherwise agreed, Infini shall invoice the Client monthly in arrears for Services availed in the preceding month, together with any applicable minimum commitment. Invoices shall be paid within 30 (thirty) days of the invoice date by electronic bank transfer or such other mode as Infini may specify. Bank charges shall be borne by the Client. For prepaid plans, fees shall be debited from the prepaid balance, and Services may be suspended when the balance is exhausted.
- 11.3 The Client may raise a written, good-faith dispute in respect of any invoice within 15 (fifteen) days of receipt, failing which the invoice shall be deemed accepted.
- 11.4 Infini may revise its fees by giving the Client at least 30 (thirty) days' prior written notice, which may be given by email. Revised fees shall apply to Services availed after the notice period, unless the Client terminates in accordance with Section 17 before that date.
- 11.5 Overdue amounts shall carry interest at 1.5% (one and a half percent) per month from the due date until the date of payment. Infini may suspend the Services upon 7 (seven) days' written notice if any amount/invoice remains unpaid after its due date.

12. TAXES

- 12.1 All fees are exclusive of Goods and Services Tax and other applicable taxes, duties and levies, which shall be payable by the Client in addition to the fees at the applicable rates. Infini shall



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issue tax invoices in compliance with GST law and shall be responsible for uploading details of taxable supplies on the GST portal.

- 12.2 Where the Client is required by law to deduct tax at source, it shall furnish the corresponding tax deduction certificate within the time prescribed under Applicable Law.

13. SERVICE LEVELS AND SUPPORT

- 13.1 Infini shall use commercially reasonable efforts to make the Platform available 99% (ninety-nine percent) of the time in each calendar month, excluding scheduled maintenance, emergency maintenance, and unavailability attributable to Sources, the Client, or a Force Majeure Event.
- 13.2 Infini shall endeavour to give reasonable prior notice of scheduled maintenance. Service credits, if any, shall apply only where expressly set out in the Order Form or Master Agreement, and shall be the Client's sole and exclusive remedy for failure to meet the service levels.
- 13.3 Support shall be provided through the channels and during the hours notified by Infini. The Client shall provide reasonable information to enable Infini to investigate and resolve reported issues.

14. INTELLECTUAL PROPERTY

- 14.1 Infini and its licensors own all right, title and interest, including all intellectual property rights, in and to the Platform, the Services, and all software, APIs, documentation, models, algorithms, methodologies and improvements thereto. No rights are granted to the Client except as expressly set out in these Terms.
- 14.2 Subject to these Terms and payment of the applicable fees, Infini grants the Client a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the Platform during the term, solely for the Client's internal business purposes.
- 14.3 The Client may use the Deliverables for the purpose for which they were requested, in accordance with Applicable Law.
- 14.4 The Client retains all rights in Client Data.
- 14.5 If the Client provides suggestions or feedback regarding the Platform, Infini may use such feedback without restriction or obligation, provided that no Client Data or Client Confidential Information is disclosed.
- 14.6 Client, End User, Data Principal, CIC, RE or other third party shall claim, restrict or interfere with Infini's use of any independently obtained, collected, generated or developed information, data, datasets or other materials where such person does not have any ownership or other legally enforceable rights in or to such information or data.
- 14.7 Nothing in these Terms shall transfer to any Client, Data Principal, End User or other person any intellectual property rights of Infini in its products, services, systems, technology, methodologies or other proprietary materials.
- 14.8 Infini may enhance and/or modify any of its products, services, applications, platform or websites from time to time, in order to change them and/or change the user experience. Nothing in these Terms or elsewhere shall prohibit Infini from making such enhancements and/or modifications to its products, services, applications, platform or websites.

15. CONFIDENTIALITY

- 15.1 Each party ("**Recipient**") shall keep confidential all non-public information disclosed by the other party ("**Discloser**"), including business, technical, financial and pricing information and Client



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Data (“**Confidential Information**”), shall use it only for the purposes of these Terms, and shall protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care.

- 15.2 The Recipient may disclose Confidential Information only to its employees, officers, professional advisers and service providers who need to know it for the purposes of these Terms and are bound by confidentiality obligations no less protective than this Section 15, provided that Credit Information shall not be disclosed except in accordance with Section 9.
- 15.3 Confidential Information excludes information that is or becomes public other than through breach, was lawfully known to the Recipient before disclosure, is lawfully received from a third party without restriction, or is independently developed. The Recipient may disclose Confidential Information where required by Applicable Law or a competent authority, after giving the Discloser prompt prior notice where legally permitted.
- 15.4 Upon termination or on request, the Recipient shall return or destroy the Discloser’s Confidential Information, subject to any retention required under Applicable Law. This Section 15 shall survive termination for a period of 3 (three) years, and indefinitely in respect of Personal Data and trade secrets.

16. DISCLAIMERS

- 16.1 The Services are provided on an “as is” and “as available” basis. The Deliverables are based on information obtained from the Client and from Sources, and are intended to assist the Client in its own decision-making. They do not constitute a certification, guarantee, recommendation or final determination regarding any person.
- 16.2 To the maximum extent permitted by Applicable Law, Infini disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, completeness and uninterrupted or error-free operation. Infini may revise any Deliverable where additional or corrected information becomes available.

17. SUSPENSION AND TERMINATION

- 17.1 These Terms shall apply from the date the Client first accepts them or accesses the Platform, and shall continue until terminated in accordance with this Section 17.
- 17.2 Either party may terminate the Services for convenience by giving 30 (thirty) days’ prior written notice to the other party, subject to any minimum term or commitment in the Order Form.
- 17.3 Either party may terminate the Services with immediate effect by written notice if the other party (a) commits a material breach of these Terms that is incapable of remedy or is not remedied within 15 (fifteen) days of written notice, or (b) becomes subject to insolvency, liquidation or similar proceedings under Applicable Law.
- 17.4 Infini may suspend or terminate the Client’s access, in whole or in part, with immediate effect, where (a) required by Applicable Law, a competent authority or a Source, (b) Infini reasonably suspects fraud, unauthorised use, a security threat or a breach of Section 5 or Section 6, or (c) any fees/invoice remain unpaid. Where legally permitted, Infini shall inform the Client of the reason for suspension.
- 17.5 Upon termination, the Client’s access to the Platform shall cease, and the Client shall pay all fees accrued up to the date of termination.
- 17.6 Sections 8, 9, 11, 14, 15, 16, 18, 19, 21 and any other provisions which by their nature should survive, shall survive termination.



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18. LIMITATION OF LIABILITY

- 18.1 Neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, business, goodwill or anticipated savings, however arising, even if advised of the possibility of such damages.
- 18.2 Infini's total aggregate liability arising out of or in connection with these Terms, Master Agreement, Order Form, Platform, Deliverables and Services shall not exceed the fees actually paid by the Client to Infini for the Services in the 6 (six) months immediately preceding the event giving rise to the claim. For the avoidance of doubt, the foregoing liability cap shall constitute a single, cumulative cap applicable to all claims arising out of or in connection with the foregoing, and shall not be construed as a separate or replenishable cap for each claim, event or cause of action.

19. INDEMNITY

- 19.1 The Client shall indemnify, defend and hold harmless Infini, its affiliates and their respective directors, officers, employees and agents from and against all losses, damages, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with (a) the Client's failure to obtain valid Consent or to comply with Applicable Law, (b) the Client's breach of these Terms, (c) any Client Data, or (d) any claim by an End User or Data Principal arising from the Client's use of the Services or the Deliverables.
- 19.2 Infini shall indemnify, defend and hold harmless the Client and its directors, officers and employees from and against all losses, damages, penalties, costs and expenses (including reasonable legal fees) arising out of any third-party claim that the Platform, as provided by Infini, infringes any intellectual property right of that third party, or arising out of Infini's breach of Section 8, 9 or 10.
- 19.3 The indemnified party shall promptly notify the indemnifying party of any claim, allow it reasonable control of the defence and settlement (provided no settlement imposes any liability or admission on the indemnified party without its consent), and provide reasonable cooperation at the indemnifying party's cost.

20. AUDIT AND COOPERATION

- 20.1 Upon reasonable prior written notice, and not more than once in any 12 (twelve) month period unless required by a regulator or following a security incident, the Client or a competent regulatory authority may review Infini's relevant policies, certifications, audit reports and logs to verify compliance with Sections 8, 9 and 10, subject to reasonable confidentiality and security safeguards.
- 20.2 Infini may request, and the Client shall provide within a reasonable time, evidence of Consent, purpose and compliance with Applicable Law in respect of any request made through the Platform, including where required by a Source or a competent authority. Each party shall cooperate with the other and with any competent authority in relation to any investigation into fraud, misuse or a data breach.

21. GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 These Terms shall be governed by and construed in accordance with the laws of India.
- 21.2 Any dispute arising out of or in connection with these Terms shall first be referred to the authorised representatives of the parties, who shall attempt to resolve it within 15 (fifteen) days of written notice of the dispute. If the dispute is not so resolved, it shall be referred to arbitration



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by a sole arbitrator appointed by mutual agreement of the parties, in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Mumbai, and the proceedings shall be conducted in English.

- 21.3 Subject to Section 21.2, the courts at Mumbai shall have exclusive jurisdiction. Nothing in this Section prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

22. FORCE MAJEURE

- 22.1 Neither party shall be liable for any delay or failure to perform its obligations (other than payment obligations) caused by events beyond its reasonable control, including acts of God, epidemic, fire, flood, war, riot, strike, acts of government or regulators, failure of public telecommunication networks or internet, or unavailability of Sources ("**Force Majeure Event**"), provided that the affected party promptly notifies the other party and uses reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than 60 (sixty) days, either party may terminate the affected Services by written notice.

23. AMENDMENTS

- 23.1 Infini may amend these Terms from time to time. Material amendments shall be notified to the Client by email or through the Platform at least 30 (thirty) days before they take effect, except where an amendment is required by Applicable Law, in which case it shall take effect as so required. Continued use of the Platform after the effective date of an amendment constitutes acceptance of the amended Terms.
- 23.2 Amendments to an Order Form or a Master Agreement shall be effective only if made in writing and signed or accepted by authorised representatives of both parties.

24. GENERAL

- 24.1 **Relationship.** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship.
- 24.2 **Assignment.** The Client shall not assign or transfer its rights or obligations under these Terms without Infini's prior written consent. Infini may assign these Terms to an affiliate or to a successor to all or substantially all of its business, upon notice to the Client, provided that such assignment shall not permit any use of Credit Information contrary to Section 9.
- 24.3 **Notices.** Notices shall be in writing and delivered by hand, registered post, courier or email to the addresses specified in the Order Form or, in the case of Infini, to its registered office and support@infinisystem.com. Notices shall be deemed received on delivery if by hand, on the seventh business day after dispatch if by post or courier, and on transmission if by email, absent a delivery failure notice.
- 24.4 **Order of precedence.** In the event of any conflict, the following order of precedence shall apply: (a) the Master Agreement, if any; (b) the Order Form; (c) these Terms; and (d) the Privacy Policy and other published policies. In the event of any conflict or inconsistency between the Master Agreement and these Terms, the provision that provides for a higher standard of compliance or performance by Client in respect of the Services shall prevail.
- 24.5 **Severability and waiver.** If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be replaced with a valid provision that most closely reflects the original intent. No waiver shall be effective unless in writing, and no failure or delay in exercising any right shall operate as a waiver.



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- 24.6 **Electronic acceptance.** These Terms constitute an electronic record under the Information Technology Act, 2000 and may be accepted electronically.
- 24.7 **Entire agreement.** These Terms, together with the Order Form, the Privacy Policy and any Master Agreement, constitute the entire agreement between the parties regarding their subject matter and supersede all prior understandings relating thereto.

25. GRIEVANCE REDRESSAL AND CONTACT

For any queries, complaints or grievances relating to these Terms, the Platform or the processing of Personal Data, please contact:

Data Privacy / Grievance Officer: Ashay Wakle

INFINI SYSTEMS LIMITED

Email: support@infinisystem.com

Address: Global One, 2nd Floor, Office 1, CTS NO 252 252 1, OPP SBI, LBS MARG,
KURLA(W), Mumbai Maharashtra, India, 400070

Infini shall acknowledge grievances within 48 (forty-eight) hours and endeavour to resolve them within 30 (thirty) days of receipt, or within such shorter period as may be prescribed under Applicable Law. Where Infini processes Personal Data on behalf of a Client, the Data Principal may also be directed to that Client.