

#### TIDE EXPENSE CARD TERMS AND CONDITIONS

Welcome to the terms and conditions for the Tide Expense Cards ("Expense Card Terms"). We would like you to read these Expense Card Terms carefully before you use the Tide Expense Card.

You must read these Expense Card Terms along with the <u>Tide Membership Terms</u> and <u>Conditions</u> ("**Tide Membership Terms**") and <u>Transcorp T&Cs</u> (<u>Transcorp prepaid card user agreement</u>) ("**Transcorp Terms**"). Your use of the PPI and the associated Tide Expense Card is collectively governed by the Tide Membership Terms, these Expense Card Terms and Transcorp Terms.

These Expense Card Terms are applicable between you and us if you apply and are successfully issued a Tide Expense Card by Transcorp. Tide Expense Cards are marketed and distributed by us.

Please ensure that you read and understand these Expense Card Terms before you apply and provide your consent for availing the Tide Expense Card and related services offered by us, because they form a binding agreement between you and us.

We reserve the right to modify these Expense Card Terms from time to time. We will notify you of the changes in these Terms as required under applicable law. Your continued use of the Tide Expense Card and related services after such changes indicates your acceptance of the modified Terms. We advise you to regularly re-visit this page to be aware of the changes.

This document constitutes an electronic record under applicable law, including the Information Technology Act, 2000 (as amended from time to time). This electronic record is generated by a computer system and does not require any physical or digital signatures.

You understand, agree, and acknowledge that:

### 1 Issuance

- 1.1 Your application for issuance of the Tide Expense Card will be approved or rejected by Transcorp based on its underwriting/eligibility criteria and other procedures followed by Transcorp, from time to time. We will have no role and do not make any representations, warranties, or guarantees in relation to such approval or rejection of your application by Transcorp.
- 1.2 Tide Expense Card will be associated with a PPI (*defined below*). Transcorp issues you the PPI and the determines the limits applicable on the PPI.



1.3 As per RBI Regulations, Transcorp can issue you a PPI only if you comply with the applicable KYC requirements. Tide Expense Card will be issued only if you have completed a full KYC as per the procedures defined by Transcorp.

## 2 Release and Liability

- 2.1 By using the Tide Expense Card, you fully and unconditionally release Tide, Tide Entities, and their respective directors, officers, employees, agents, representatives etc. (in any jurisdiction) against any disputes, claims or proceedings in connection with the Tide Expense Card, and all such claims (if any) will lie only against Transcorp as per the Transcorp Terms.
- 2.2 Tide, Tide Entities, and their respective directors, officers, employees, agents etc. will not be liable for any loss or damage suffered by you or for any dispute arising out of or in connection with your use of Tide Expense Card, including as a result of any fraud or misuse of the Tide Expense Card by any third party.

#### 3 Benefits and Limits

- 3.1 All benefits, features, facilities available in relation to the Tide Expense Card including but not limited to cash loading facility, withdrawal facility, transaction ceiling limits etc. will be governed by Transcorp Terms and applicable RBI Regulations, as amended from time to time.
- 3.2 Tide Expense Card will be valid only within the territory of India and for transactions in Indian Rupees only. It cannot be used outside the territory of India or for any cross-border transactions denominated in foreign currency.
- 3.3 Tide Expense Card and the PPI associated with it is non-transferable to any other individual or entity.
- 3.4 Interoperability on your Tide Expense Card will be activated by Transcorp subject to applicable RBI Regulations and as per the technical capabilities available with Transcorp.
- 3.5 Transcorp may have to modify the facilities and benefits linked to your Tide Expense Cards on account of any legal or regulatory changes. In such case, if you become incapable of using all or any part of the Tide Expense Card or related services, Transcorp or us will not be liable to you in any manner.



## 4 Loading of PPI

- 4.1 You will be able to load funds into your PPI within the permissible limits as per Transcorp's policies. You may load your PPI using the payment methods displayed on the Tide Platform, which may include debit cards, credit cards, net banking and UPI.
- 4.2 Payments made using a payment instrument will be subject to the terms and conditions established by the instrument issuer. If payments cannot be processed through your payment instrument, or if your payment is returned for insufficient funds, you will be responsible for any fees incurred and Tide will have no liability with respect to it.
- 4.3 You agree that we will not be liable for any delay or failure of a transaction made to load your PPI or for any loss occurring to you due to any error in the execution of transaction by you. You confirm that the money used for loading your PPI is from legitimate sources only and the transactions executed by you are not for the purpose of contravention and/or evasion of any applicable laws.
- 4.4 We may levy a convenience fee for the service we provide in helping you load your PPI. This convenience fee may vary depending on the payment mode you use to load your PPI. Such fee (if any) will be displayed on the transaction screen prior to the payment being executed. We may waive the convenience fee as part of our subscription plans or otherwise in our sole discretion.

## 5 Payments

- 5.1 Payment Instructions are executed by Transcorp and are subject to the Transcorp Terms.
- 5.2 You can make a Payment Instruction through the Tide Platform by tapping on the relevant button on the platform and following the on-screen instructions.
- 5.3 For a Payment Instruction to be properly executed, you must provide us with the information which is necessary for the proper execution of the Payment Instruction, confirm the details which have been entered by tapping the relevant button on the Tide Platform and comply with any additional security requirements requested.
- 5.4 You will be solely responsible for the accuracy, authenticity and completeness of the Payment Instruction made and authorized by you in your usage of the Tide Platform (including adding and validating the intended beneficiary, accuracy of beneficiary details etc). We will presume the accuracy, authenticity and completeness of the information entered by you while making a Payment Instruction. We will not independently verify the Payment Instruction.

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- 5.5 You agree to be bound by the Payment Instruction. Once you enter and confirm the necessary information for completing a Payment Instruction and comply with the additional security requirements on the Tide Platform, this will constitute your consent for execution of the Payment Instruction. You cannot revoke your consent to execute a Payment Instruction.
- 5.6 You agree that we will not be liable for any delay in the completion of the transfer of funds or for any loss occurring to you due to any error in the execution of the Payment Instruction by you. In this regard, you will be responsible to ensure the availability of sufficient funds in your payment instrument.
- 5.7 You authorize debit or credit of your PPI as per the Payment Instruction received from you.
- 5.8 We will not help execute Payment Instructions under the following circumstances:
- 5.8.1 Insufficient funds in your payment instrument;
- 5.8.2 Incomplete or incorrect Payment Instructions issued by you;
- 5.8.3 We have reason to believe that the Payment Instruction issued relates to fraud, relates to an unlawful activity or to proceeds of an unlawful activity, relates to payment for purchase of unlawful or prohibited goods or services, or violates Tide Membership Terms; or
- 5.8.4 The Payment Instruction cannot be executed due to technical, regulatory, or other limitations.
- 5.9 We may levy a convenience fee for the service we provide in helping execute Payment Instructions. Such fee (if any) will be displayed on the transaction screen prior to the payment being executed. We may waive the convenience fee as part of our subscription plans or otherwise in our sole discretion.

## 6 ATM Withdrawal

- 6.1 Tide Expense Cards are issued by Transcorp and accordingly ATM withdrawals are subject to the Transcorp Terms.
- 6.2 If enabled, you can use your Tide Expense Card at select ATMs to withdraw cash present in your PPI. Tide Expense Card is meant for withdrawals against the balance already available in your PPI. It is your responsibility to maintain sufficient balance in your PPI to meet withdrawal and service charges.
- 6.3 ATM withdrawals may be subject to per transaction limits and monthly limits, as determined by Transcorp in accordance with RBI Regulations.



- 6.4 In cases of low balance in your PPI, ATM withdrawals may be declined.
- 6.5 We are not responsible for failure of any ATM to dispense cash, your inability to withdraw cash for any reason or inability to avail any ATM related service. We will also not be liable for any loss caused by a technical breakdown of the payment system.
- 6.6 It is your responsibility to ensure that you enter the correct amounts and credentials in the ATM. We bear no liability for any loss occurring to you due to inaccuracy in the details entered by you in an ATM.
- 6.7 You may enable and disable ATM withdrawals on your Tide Expense Card using the facility on the Tide Platform. In case you disable the ATM withdrawal option on your Tide Expense Card, you would not be able to perform any ATM withdrawals.
- 6.8 Tide Expense Card can only be used for domestic ATM withdrawal transactions.
- 6.9 The security of the PIN is paramount, and you must keep it confidential and not reveal it to any third person. You must take reasonable precautions to prevent misuse of the PIN. We will not be responsible for any consequences arising directly or indirectly out of the disclosure of the PIN by compromising its confidentiality.
- 6.10 All ATM withdrawals are subject to a fee, which will be notified to you through the Tide Platform or in our communications. The ATM withdrawal fee is not refundable. The ATM withdrawal fee may be waived as part of our subscription plans for a certain number of transactions in a given time period, as specified in the subscription plan documentation.

#### 7 Refunds

Refunds are processed by Transcorp in accordance with Transcorp Terms and applicable RBI Regulations. Refunds will be handled in the following manner:

- 7.1 If a payment made from your PPI is returned, rejected, or cancelled, refund will be made to your PPI.
- 7.2 If you wish to receive a refund on an amount that has been debited from your PPI on some other ground, please email us at indiasupport@tide.co and explain the circumstances and your reason for



the request. If your request is valid, reasonable efforts will be made to honour the request and refund the amount in question to your PPI subject to applicable laws.

- 7.3 Refund requests may not be entertained for transactions that are reversed/cancelled because they were processed due to some technical issue in our system, or some suspicious activity was identified in a transaction.
- 7.4 We will try to respond to your refund requests at the earliest. But we will not be responsible for any delays which are outside our control or are due to third parties such as merchants who we rely on to process your refund requests. Please note that we do not undertake any liability for the processing of the refund requests.

## 8 Chargeback

- 8.1 You can initiate a chargeback request in accordance with Transcorp Terms. We do not have a role to play in the processing of chargeback requests and they are processed solely by Transcorp in accordance with Transcorp Terms and applicable RBI Regulations.
- 8.2 We reserve the right to review your transaction history pursuant to a chargeback request, to determine the veracity of a chargeback request, including determining the occurrence of any fraud.
- 8.3 Transcorp may require you to submit additional relevant documents to support a chargeback request. You agree to provide such documents and acknowledge that Transcorp may not be able to process your request if you fail to provide the required documents.

#### 9 Termination

9.1 We may terminate the Tide Expense Card and related services, at any time, for any reason, with or without advance notice, unless such notice is required under any applicable law. This means we can stop providing you with any services related to Tide Expense Card. We specifically reserve the right to cancel your Tide Expense Card if: (a) you breach or violate Tide Membership Terms or these Expense Card Terms; (b) you are no longer registered with Tide (i.e. your membership with Tide Platform ceases to exist); or (c) there is termination of arrangement between Tide and Transcorp. In addition, Transcorp may terminate your PPI or cancel your Tide Expense Card in accordance with the Transcorp Terms.



9.2 Please contact us at <a href="mailto:indiasupport@tide.co">in case you: (a)</a> you do not want to continue using the Tide Expense Card and want to deactivate, terminate or close your PPI linked to it; (b) want to unsubscribe from our mailing lists; or (c) wish to opt out of receiving any promotional messages on or related to your Tide Expense Card. Requests for closure of Tide Expense Card and the linked PPI will only be accepted when communicated in writing to us.

## 10 Fee and Charges

- 10.1 We may levy a fee or similar charges for services offered through Tide Platform. You understand and agree that we may debit the applicable fee from your PPI. Before any debit, we will notify you regarding the fee to be debited (including any periodic revisions). Such debit to your Tide Expense Card will be subject to necessary authorization procedures as may be defined by the RBI or any applicable authority. Rest assured that we will let you know before charging you anything.
- 10.2 You understand that a surcharge may be levied on certain transactions made using your Tide Expense Card (such as at fuel stations) by the acquiring bank (the bank or financial institution which processes payments on behalf of a merchant). The rate of surcharge may vary depending on the category of transaction and the acquiring bank involved. Surcharges cannot be suppressed and must be paid by you.

## 11 Communication and Support

- 11.1 We may communicate with you or send alerts, through emails, SMS, notifications via websites/ mobile app, push notifications, WhatsApp or any other mode, in connection with the use of or transactions undertaken on Tide Expense Card and related activities, so that you are aware of transactions taking place on your card.
- 11.2 To address any questions or grievances or complaints that you may have regarding the use of Tide Expense Card, please contact us at: <a href="mailto:indiasupport@tide.co">indiasupport@tide.co</a>.

#### 12 Definitions

- 12.1 "**KYC**" stands for 'Know Your Customer' and involves a customer identification process prescribed under applicable law;
- 12.2 "Payment Instruction" means an instruction issued by you to effect transfer of funds to a bank account or PPI of a designated beneficiary by debiting such funds from your PPI;

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- 12.3 **"PPI"** means a prepaid payment instrument that facilitates purchase of goods and services against the value stored on such instrument;
- 12.4 "**RBI**" means the Reserve Bank of India;
- 12.5 "RBI Regulations" are the rules, regulations, guidelines, directions, circulars, notifications, or instructions issued and updated by the RBI from time to time;
- 12.6 "**Tide**" or "**we**", "**us**", "**our**" refers to Tide Platform Private Limited, a company with CIN U72900TG2020FTC139019;
- 12.7 "Tide Entities" mean group, affiliates, and associated companies of Tide;
- 12.8 **"Tide Expense Card"** means a prepaid card linked to a PPI issued by Transcorp, which is cobranded by Tide, and powered by Rupay;
- 12.9 "Tide Platform" refers to the mobile applications hosted or operated by Tide or Tide Entities; and
- 12.10 "**Transcorp**" means Transcorp International Limited, a company having corporate identification number L51909DL1994PLC235697, which has been authorised by the RBI to issue PPIs.



### SUPPLEMENTAL TERMS: TIDE EXPENSE LINKED MEMBERS TERMS AND CONDITIONS

These supplemental terms to the <u>Tide Expense Card Terms and Conditions</u> govern your relationship with us if you are a Linked Member (*defined below*). Please make sure to read these carefully as these terms form a binding agreement between you and us.

These supplemental terms form part of, and must be read together with the <u>Tide Expense Card Terms and Conditions</u>. Capitalized terms are defined in the Definitions clause below. Capitalized terms not defined below will have the meanings ascribed to them in the <u>Tide Expense Card Terms and Conditions</u>.

We reserve the right to modify these terms from time to time. We will notify you of the changes in these terms as required under applicable law. Your continued use of our services after such changes indicates your acceptance of the modified terms. We advise you to regularly re-visit this page to be aware of the changes to these terms.

#### 1 Definitions

- 1.1 "Linked Member" means a Tide Expense Card holder who provides services to an Employer and links themselves to an Employer account using a referral code, or otherwise as permitted on the Tide Platform.
- 1.2 "**Employer**" means the person or entity which has engaged the services of the Linked Member as an independent contractor or employee.

## 2 Terms Governing Linked Members

- 2.1 If your Employer decides to link you to their account as a Linked Member, you will receive an option to confirm it by either using the referral code of your Employer, or otherwise as notified on the Tide Platform. Once you confirm, you will be deemed to be a Linked Member and the conditions specified in these terms will additionally govern your use of the Tide Expense Card, Tide Platform and other services we offer you.
- 2.2 Your Employer has the right to delink you from their account as a Linked Member at their discretion. Upon such delinking, you will discontinue being a Linked Member. Usually, such delinking may occur in cases where you've ceased to work for your Employer, or where you have breached the terms of your agreement with the Employer. We may also offer you the option to delink from your Employer's account and discontinue being a Linked Member.



- 2.3 You acknowledge and understand that as a Linked Member, certain functionality that you usually get as a Tide Expense Card holder may not be available to you and may be disabled. This includes the ability to load funds onto your PPI and the ability to make bank account transfers of the funds credited to your Tide Expense Card by your Employer.
- 2.4 You understand that you are permitted to act as a Linked Member by virtue of your engagement with your Employer. Pursuant to the agreement between your Employer and us, you may receive certain facilities on your Tide Expense Card and Tide Platform, only during the currency of your engagement with your Employer or till the subsistence of the agreement between your Employer and us. You agree to notify us on cessation of your engagement with your Employer.
- 2.5 To the extent permitted under applicable law, you irrevocably and unconditionally authorise Transcorp on the request of your Employer to recover by marking hold funds, debiting, preauthorised transfers or reversal of credit, any excess amount credited by or on the instructions of your Employer into your PPI, with notice to you. Tide or Transcorp will not be held responsible or liable for any such hold funds, debit, reversal of credit or pre-authorised transfers carried out by Transcorp at the request of your Employer.
- 2.6 You understand and agree that your Employer (and not Tide) is responsible for making payments to you as per your engagement with them. As such, the responsibility of making timely and accurate payments to you lies with your Employer. You agree not to hold us or Transcorp responsible or liable for any issues arising out of delay in payment, payment of incorrect amounts or non-payment, or any other disputes arising out of your engagement or employment with your Employer.
- 2.7 Privacy. When you become a Linked Member by using the referral code of your Employer, you acknowledge and agree that certain details like your name, email, details of the transactions in your PPI and balance in your PPI will be accessible to your Employer, given the relationship between you and your Employer.