

# TERMS SPECIFIC TO SCAN.IT

## 1. DEFINITION

1. **Government Database** shall mean such database maintained by Government for authentication or identification purposes;
2. **VCIP** shall mean VCIP (Video-Based Customer Identification Procedure) for Customer Due Diligence by its reporting entities by RBI in its circular dated 9th January 2020 and includes:
  - i. VIPV
  - ii. VIBP
  - iii. Digital KYC
  - iv. Third Party Verification

## 2. SCOPE OF SERVICES

The standard Process Flow of Scan.it is that SignDesk shall provide the Service in the manner as more specifically explained in the [Workflow](#) and as provided in the **Order Form**;

## 3. OBLIGATION OF PARTIES

1. You warrant and agree that you will comply with all applicable laws and regulations, as applicable to your industry including but not limited to Master Direction issued by RBI, other guidelines and directions issued by RBI, or any other Regulatory Body in India as applicable;
2. You warrant that you shall be responsible for obtaining consent of the user for Scan.it for your use of the VCIP Process and the consent can be collected as a part of the Process;
3. As per the RBI Master Direction, Prior to use of Scan.it you shall be authorized to audit the Product before utilizing the same. Once the audit is completed, Signdesk shall issue You the "Audit Complete Certificate". SignDesk shall not be held liable for any error in the system once such an Audit Complete Certificate is issued.
4. It is Your responsibility to ensure that any Customer Data passed through You is error-free and passed with the consent of the Customer;

## 4. DISCLAIMER OF WARRANTIES

1. You recognize that the Product is built in accordance with RBI specifications for VCIP. However, the SignDesk would not be held liable to any RBI Guidelines. Signdesk does not

assume any responsibility for assessing the applicability of and regulations issued by any regulator including the RBI from time to time, and suitability of the Product for use, would remain with You.

2. You acknowledge that the Product utilizes technologies such as Artificial Intelligence and Facial Recognition Technology. The said technologies are subject to limitation and SignDesk does not warrant the same to be defect free. You accept that SignDesk may use the transactional history, in order to improve its processes and algorithms and Artificial Intelligence.
3. The Product is subject to limitations, including as posed by technology, and Service Provider does not represent and warrant the same to be defect free, Stamp Paper Solution. The Product is provided on an 'as is' basis without any express or implied warranties in respect thereof.
4. SignDesk That the Service Recipient uses Third Party services for certain validation services, which are in turn dependant on Government Database] validations.
5. SignDesk shall not be liable for outage in service, suitability of the Product for Use case legality of service, disruption in services as provided by Third Party entity or by Government Database

## 5. VIDEO BASED CONSENT RECORDING SYSTEM

### Definitions

1. **PAN** shall mean Permanent Account Number (PAN) is a ten-digit alphanumeric number, issued in the form of a laminated card, by the Income Tax Department, to any person who applies for it or to whom the department allots the number without an application.
2. **VIDEO BASED SOLUTION**
  - a. SignDesk shall provide the Services to You in the manner enumerated in **Schedule 1** to the Agreement.
  - b. Subject to the terms and conditions of this Agreement, You shall be granted a non-exclusive, non-transferable right in India to use the software as developed by SignDesk in object code form only, solely to incorporate with the products of the Service Recipient the functionality that will enable those products to interface and work with Service Providers website and associated software; and
  - c. Representations
  - d. You acknowledge and agree that the consent from the End User shall be recorded in a video in lieu of an agreement.

3. You recognize that the conditions in Section 65(b) of the Indian Evidence Act, 1872 are satisfied and the video generated through this process from its End Users shall be admissible in the court of law. However, the Service Provider does not make any warranties or guarantees as to the admissibility, enforceability and legislation in that regard and You shall solely be responsible for determining the suitability of the Service as per the requirements. Further, the onus of admissibility, enforceability and legislation of the same shall be upon You.
4. SignDesk shall ensure that a certificate under Section 65-B of Indian Evidence Act would be provided by You, in which the following conditions shall be satisfied:
  - Identify the electronic record containing the statement;
  - Describe the manner in which electronic record was produced;
  - Furnish the particulars of the device involved in the production of that record.
  - Signed by a person occupying a responsible official position in relation to the operation of the relevant device
  - Applicable conditions under Section 65B (2) of the Indian Evidence Act, 1872.
5. The data is not read, copied or altered or removed by any unauthorized party and the data is not tampered with by any means.
6. You agree that video data collected from the End User shall be retained as per the Annexure (Data protection standards).
7. You agree that the End User's location data shall be used as part of Geotagging and shall be stored in accordance to the Data Protection Standard.