Privacy Policy

Passbook Max

Date Updated: 14 October 2026

This privacy policy ("Policy") explains our policy regarding the collection, use, disclosure and transfer of your information by KBUS Private Limited or any of its affiliate(s) ("we" or "us" or "our"), which operates the "Passbook Max" application (the "App") available on Google Play Store and other similar platforms, and other services including but not limited to viewing a consolidated digital passbook of your bank transactions built from your transaction SMS via the App, any mobile or internet connected device or otherwise (collectively the "Passbook Max Services"). This Policy forms part and parcel of the Terms and Conditions of Use for the Passbook Max Services. Capitalized terms which have been used here but are undefined shall have the same meaning as attributed to them in the Terms and Conditions of Use. Users (as defined hereinafter) are requested to read this Policy in conjunction with the Terms and Conditions of Use.

The App reads the transaction messages sent to your device by your banks, organises them into a consolidated digital passbook across your accounts, notifies you of credits and debits, displays the account balance last stated in such a message, and presents transaction history, money-in and money-out summaries, analytics and statements (collectively, "Services"). Please note that 'Services' would include any other future services we may provide or propose to provide.

As we update, improve and expand the Passbook Max Services, this Policy may change, so please refer back to it periodically. By accessing the App or otherwise using the Passbook Max Services, you consent to the collection,

storage and use of the personal information you provide (including any changes thereto as provided by you) for any of the services that we offer.

We respect the privacy of the users of the Passbook Max Services ("Users" or "you") and are committed to reasonably protecting it in all respects. The information about the User as collected by us is: (a) information supplied by Users and (b) information automatically tracked while using a mobile device having the Passbook Max Services enabled (collectively referred to as "Information"). By using the Passbook Max Services, you agree to this Policy. If you do not agree with any term in this Policy, please do not use or avail of the Passbook Max Services.

Information Supplied by Users

To avail the Services on the App, Users are required to provide certain personal information, which may include:

- Name, phone number and user id.
- **Device or other IDs -** identifiers that relate to an individual device or app instance.
- **Crash and diagnostics -** we collect crash log data and information about the performance of the App for technical diagnosis purposes.
- **App interactions -** information about how the User interacts with the App, for example the number of times they visit a section or the features they tap on.
- **Support correspondence -** we collect information if you raise a query or contact us through phone or email for support purposes.
- **Payment-related information -** limited information relating to your subscription, such as the transaction identifier, the UPI application selected and the status of the mandate, as received from our payment

service provider. We do not collect or store your UPI PIN, card details, net banking credentials or bank account passwords at any time.

The Information as supplied by Users enables us to provide the Services, improve the Passbook Max Services and provide the most user friendly experience. All Information is service dependent and we may use the Information to provide the Services, maintain, protect and improve the Passbook Max Services and for developing new services.

We may use your phone number to contact you for transactional, administrative and service related purposes (such as notifying you of major changes, customer service, updates to the Passbook Max Services and billing). For marketing communications, we will contact you only where you have provided consent or where permitted under applicable law.

Any Information provided by you will not be considered as personal information if it is freely available and/or accessible in the public domain or is not deemed as personal information under applicable law.

In case you choose to decline to submit Information on the App, we may not be able to provide certain services on the App to you. We will make reasonable efforts to notify you of the same at the appropriate time. In any case, we will not be liable and/or responsible for the denial of certain services to you due to not receiving necessary Information from you.

Message Access

- The App reads transaction messages on your device only after you have expressly granted the relevant permission within the App and at the device level. We will not read any message without such permission.
- The App is designed to identify and process only those messages that appear to be transaction or balance notifications sent by a bank or other financial institution. We do not seek to read personal correspondence, one-time passwords or messages unrelated to the Services.

- To the extent technically feasible, message content is processed on your device. Where such content, or data derived from it, is transmitted to our servers to provide the Services, it is treated as personal data and, in respect of transaction and balance particulars, as financial information.
- We do not connect to your bank account, do not use any net banking or mobile banking credential, do not operate as or through an Account Aggregator, and do not obtain any information from any bank.
- We never ask for, collect or store your one-time passwords, net banking credentials, card numbers, PINs or UPI PIN.
- Transaction and balance data derived from your messages is used only to provide the Services to you, and otherwise only in a de-identified and aggregated form. It is not sold or shared with any third party for any advertising, credit assessment or marketing purpose.

Information Automatically Tracked While Using the App

Log File Information: Our servers automatically collect limited information about your device's connection to the internet, including your IP address, when you use the App. We automatically receive and log information from the App including but not limited to IP address, your device name and your operating system. We may also collect log information from your device including your device name, unique device identification number, operating system, browser type and version and connection speed.

Analytics: We use analytics and crash diagnostics tools to understand usage patterns within the App in order to improve our Services and diagnose technical problems. This data is collected and analyzed on an aggregated basis and is not used to personally identify individual Users.

Link to Third Party Sites

The App may include links to other websites or services. Such websites are governed by their respective privacy policies, which are beyond our control. Once you leave our servers, use of any information you provide is governed by the privacy policy of the operator of the site you are visiting and we make no representation or warranty on how your information is stored or used on third-party servers.

Information Sharing

We share your Information only as described below:

- **With payment service providers -** limited information necessary to set up and operate the UPI Autopay mandate and to process refunds.
- **With our affiliates and group companies -** to the extent required for our internal business and/or administrative purposes, general corporate operations and customer support, and the User hereby consents to the same.
- **With third party service providers -** such as cloud hosting, communication and analytics providers, acting on our behalf under appropriate data processing agreements.
- **Where required by law -** when requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offenses. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing the Terms and Conditions of Use or for complying with applicable laws and regulations.

We do not sell your personal information to any third party - No personal information of an individual User such as name or phone number would be shared with any other User or third party unless explicitly approved by the concerned individual User or as set out above.

We share crash logs and diagnostics data with the Play Store to improve the user experience.

Accessing and Updating Personal Information

When Users use the App, we make good faith efforts to provide Users, as and when requested, with access to their Information and shall further ensure that any personal information found to be inaccurate or deficient shall be corrected or amended as feasible, subject to any requirement for such information to be retained by law or for legitimate business purposes.

Under applicable data protection laws, you have the right to access, correct and request deletion of your personal information held by us, and to nominate another individual to exercise these rights in the event of your death or incapacity. To exercise any of these rights, please contact us at utilitylabs002@gmail.com. We will respond to such requests within a reasonable time and in accordance with applicable law. We may ask you to verify your identity before processing your request.

We may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others or are otherwise impractical.

Account Deletion

You may request deletion of your account and the Information associated with it by writing to utilitylabs002@gmail.com from your registered mobile number or associated email address. On receipt of a verified request, we will delete your Information from our active systems, save for any Information we are required to retain under applicable law. Residual copies in backup systems may take additional time to be purged.

Deleting your account does not cancel your subscription. The subscription continues until the UPI Autopay mandate is cancelled in the manner set out in Clause 4 of the Terms and Conditions of Use.

Information Storage, Retention and Backup

We store information on secure cloud-based servers. From time to time, we take backups of your data for continuity purposes, so that Users can recover their data in the event a device becomes unusable, is lost, or the User moves to a new device. We also use de-identified and aggregated data to generate statistical insights that help us improve the Services.

We shall retain User Information for as long as the User's account is active or as needed to provide the Services and for such additional period as may be required under applicable law. Upon deletion of your account or upon your request for deletion (where no legal retention obligation exists), we will take reasonable steps to delete your personal information from our active systems.

Information Security

We take appropriate security measures to protect against unauthorized access to or alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data. All Information gathered on the App is securely stored within a controlled database. Access to the servers is password-protected and strictly limited to authorised personnel on a need-to-know basis.

Our security measures are regularly reviewed and updated to reflect technological developments. However, please understand that no transmission of data over the internet or any other public network can be guaranteed to be 100% secure.

In the event of a data breach that is likely to result in a risk to your rights and freedoms, we will notify you and the relevant authorities in accordance with applicable law and without unreasonable delay.

Revocation of Consent

A User can revoke consent to the processing of personal information at any time with effect for the future by writing to utilitylabs002@gmail.com. You may withdraw message or notification access at any time through your device settings, following which the App will cease to read further messages. Please note that withdrawing consent does not affect the lawfulness of processing carried out before the withdrawal, and does not affect our right to continue to collect, use and disclose personal information where such collection, use and disclosure without consent is permitted or required under applicable laws. Revocation of consent may result in the inability to use certain features of the App.

Revocation of consent does not cancel your subscription - The subscription continues until the UPI Autopay mandate is cancelled in the manner set out in Clause 4 of the Terms and Conditions of Use.

Responsible Organisation for Data Collection

All the Passbook Max Services are currently provided and regulated by KBUS Private Limited and therefore KBUS Private Limited is responsible for the collection, storage and processing of personal information of the Users.

Purpose of Data Processing

We will only collect and process personal information about you where we have a lawful basis to do so. Our primary purpose in collecting your information is to deliver the App and its features. Should you choose not to provide consent for the collection of your information, you may not be able to access certain features of the App or we may not be able to provide the Passbook Max Services in entirety.

We use your personal information for the following purposes:

- To register you on the App and create your account.

- To build and display your digital passbook, balances, transaction history, analytics and statements from the transaction messages on your device, and to notify you of credits and debits.
- To set up and operate your subscription, including the UPI Autopay mandate, refunds and billing communications.
- To provide you with customer or technical support, including addressing queries related to subscription processing and diagnosis of technical problems.
- To send you transactional SMS or other communications regarding your account, subscription or the Services.
- To send you information about promotions, offers, new features or products of the Company or its affiliated entities, where you have provided consent or where permitted under applicable law.
- To prevent, detect and investigate potentially prohibited or illegal activities, including fraud, and to enforce our Terms.
- To notify you about changes in the Terms and Conditions of Use or in this Privacy Policy.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us.
- To comply with applicable legal and regulatory obligations.

Children

The Passbook Max Services are intended only for individuals who are 18 (eighteen) years of age or older. We do not knowingly collect personal information from children. If we become aware that we have collected personal information from a child, we will take reasonable steps to delete it.

Updates / Changes

We may alter our Policy from time to time to incorporate necessary changes in technology, applicable law or any other variant. In any case, we reserve the right to change the terms of this Policy or the Terms and Conditions of Use at any point of time. Any changes we make will be effective immediately on notice, which we may give by posting the new policy on the App. Your continued use of the Passbook Max Services after such notice will be deemed acceptance of such changes. You are advised to review this Policy periodically to ensure that you are aware of the latest version.

Questions / Grievance Redressal

In the event you have any grievance relating to the processing of Information provided by you, you may contact our Grievance Officer at utilitylabs002@gmail.com. We will endeavour to acknowledge your grievance within 48 hours and resolve it within 30 days of receipt, or as required under applicable law.

You may also write to us at:

Grievance Officer

KBUS Private Limited

1539, 18th Cross Rd, Sector 3,

HSR Layout, Bengaluru,

Karnataka - 560102

Disclaimer

In case any personal information is shared by you with us which is not requested by us during registration (whether mandatory or optional), we will not be liable for any information security breach or disclosure in relation to

such information. If you have any questions regarding this Policy or the protection of your personal information, please contact our Grievance Officer at utilitylabs002@gmail.com.