Terms and Conditions of Use

Passbook Max

Date Updated: 14 October 2026

KBUS Private Limited (the "Company") operates a mobile application, "Passbook Max" (the "App"), available on Google Play Store and other similar platforms. These terms and conditions ("Terms") govern the use of or access to the App and the Services (as defined below).

These Terms constitute a binding and enforceable legal contract between the Company and a User (as defined below) or any end user of the Services (collectively, "you"). You represent and warrant that you (a) have full legal capacity and authority to agree and bind yourself to these Terms, (b) are 18 (eighteen) years of age or older, and (c) are an Indian resident. If you represent an entity, organization, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organization, or legal person to these Terms.

These Terms also include our Privacy Policy and any internal guidelines, supplementary terms, policies, or disclaimers made available or issued by us from time to time. By continuing to access or use the App, or any Service on the App, you signify your acceptance of the Terms. Further, you understand that the App is intended for the use of Indian residents only and your continuing access and/or use of the App shall be construed as a deemed declaration that you are an Indian resident.

The Company reserves the right to make changes to these Terms by posting the new/updated version and your continued use and/or non-deletion of the App shall indicate your agreement to such changes. Accordingly, we

encourage you to kindly continue to review the Terms whenever accessing or using the App so as to be abreast with the changes that we may be carrying out to these Terms.

By using the Services, you agree that you have read, understood, and are bound by these Terms, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access the App or use the Services.

1. Services

The App reads the transaction messages sent to the User's device by the User's banks, organises them into a consolidated digital passbook across the User's accounts, notifies the User 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 of the transactions so recorded ("Services"). For the purposes of this clause, Services would include any other future services the Company provides or proposes to provide.

The App is not a bank passbook or statement of account - Notwithstanding its name, the App is not a passbook, bankbook, statement of account, or record issued, maintained, authenticated or certified by any bank or other financial institution. It is a tool that reads and organises messages already delivered to the User's own device.

The App does not connect to any bank account - The App does not log in to any bank, does not use any net banking or mobile banking credential, does not use any bank application programming interface, does not operate as or through an Account Aggregator registered with the Reserve Bank of India, and does not obtain any information from any bank, the National Payments Corporation of India or any payment system participant. Every figure displayed in the App is derived solely from the text of messages received on the User's device.

The balance displayed is not a live balance - Where the App displays a balance, it displays the balance stated in the most recent message it was able to read for that account. That figure is correct only as at the time the bank sent that message. It does not reflect any transaction, charge, hold, lien, reversal, interest, cheque in clearing or other movement that has occurred since, or any transaction in respect of which no message was sent or none could be read. The User must check the bank's own application, statement or branch record before relying on any balance.

The Company does not hold or move money - The Company is not a bank, non-banking financial company, payment aggregator, payment gateway, prepaid payment instrument issuer or Account Aggregator, and does not hold any such licence or registration. The App does not initiate, receive, hold, route, settle or refund any payment, and no money at any time passes to or through the Company by reason of the User's use of the Services, other than the collection of subscription charges described in Clause 4.

No affiliation with any bank - The names and marks of the banks referred to in the App are used solely to identify the source of a message the App has read. Their use does not indicate any affiliation with, sponsorship by, endorsement by, or authorisation from any such bank, and the Company has no arrangement with any of them in relation to the App.

Records are derived, not authoritative - The passbook, transaction list, summaries and history in the App are compiled from message text. They are not a bank statement, are not reconciled with any bank record, and must not be relied upon as an authoritative record of the User's receipts, payments or balances for accounting, taxation, audit, statutory filing or evidentiary purposes.

Nothing in the App constitutes financial, investment, accounting, legal or tax advice.

2. Eligibility and Onboarding

To avail the Services, a User will be required to create a profile on the App using his/her mobile number. The User warrants that the mobile number furnished belongs to the User personally and that all information furnished in connection with his/her profile is and shall remain accurate, complete and true in all respects. The User further agrees and undertakes to promptly update his/her details on the App in the event of any change or modification of such details.

Device permissions - To provide the Services, the App requires the User to grant message read access and, where applicable, notification access on the User's device. The User may withdraw any such permission at any time through the device settings, and acknowledges that on such withdrawal the App will cease to read further messages and the Services will cease to function in whole or in part.

The device must be the User's own - The App may be used only on a device whose messages belong to the User. The User shall not install or operate the App on any device in order to read the messages of any other person, and warrants that every account reflected in the App is an account of which the User is the holder or a joint holder.

The User shall not furnish the mobile number, account particulars or any other identifying particulars of any other person.

The User is solely responsible for maintaining the security and confidentiality of his/her account and agrees to immediately notify the Company in writing at utilitylabs002@gmail.com of any disclosure or unauthorized use of his/her account or any other breach of security.

The User expressly agrees to be liable and accountable for all activities that take place through his/her account in furtherance of the use of Services or otherwise. The Company expressly excludes any liability for any unauthorized access to a User's account arising from the User's own act or omission.

The User agrees to receive communications from the Company regarding: (i) information relating to the Services, including service and subscription notifications; (ii) information about the Company and the Services; (iii) promotional offers and services from the Company and its third party partners where consent has been provided; and (iv) any other matter in relation to the Services.

3. Message Access, Consent and Accuracy

Express consent to read messages - The App reads messages on the User's device only after the User has expressly granted the relevant permission both within the App and at the device level. The Company will not read any message without such permission.

Scope of reading - 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. The Company does not seek to read personal correspondence, one-time passwords, or messages unrelated to the Services, and will not use any content read from the device for any purpose other than the provision of the Services and as set out in the Privacy Policy.

On-device processing - To the extent technically feasible, message content is processed on the User's device. Where any such content, or data derived from it, is transmitted to the Company's systems for the provision of the Services, it constitutes personal data and, in respect of transaction and balance particulars, financial information, and is handled in accordance with the Privacy Policy and applicable law, including the Digital Personal Data Protection Act, 2023 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

One-time passwords and credentials - The App does not require, and the User shall not enter into the App, any one-time password, net banking credential, mobile banking credential, card number, card verification value,

personal identification number or UPI PIN. The Company never solicits any of these. Any message containing a one-time password or credential is of no use to the Services and the User should treat any request for it as fraudulent.

Parsing is imperfect - Banks vary the sender identifiers, wording, formats and abbreviations they use, and change them without notice. A message may therefore be missed, read late, read twice, attributed to the wrong account, or parsed to the wrong amount, date, balance or direction. Messages deleted by the User, delivered while permission was withdrawn, delivered to another device, or sent through a channel the App cannot read will not appear at all. The App will accordingly not show a complete record of the User's transactions.

No warranty of accuracy - The Company makes no representation or warranty regarding the completeness, accuracy, correctness, currency or timeliness of any transaction entry, balance, alert, summary or history displayed in the App, and shall not be liable for any discrepancy between the information displayed in the App and the User's actual position with any bank.

Disputes with banks - Where the User believes that a transaction has not occurred, has occurred incorrectly, has been reversed, is unauthorised, or that a balance is wrong, the User must raise the matter directly with the bank concerned, in accordance with the grievance redressal and dispute resolution mechanisms prescribed by the Reserve Bank of India, including the Reserve Bank - Integrated Ombudsman Scheme, 2021. The Company neither maintains nor is able to correct any bank record, and cannot raise, escalate or resolve any dispute, chargeback or complaint with any bank on the User's behalf.

Unauthorised transactions - Nothing in the App affects the User's rights, or the timelines applicable to the User, under the Reserve Bank of India directions on customer liability in unauthorised electronic banking

transactions. A User who notices an unauthorised transaction must report it to the bank concerned immediately and must not rely on the App as the means of detecting or reporting it.

Withdrawal of permissions - The User may at any time withdraw message or notification access through the device settings, or write to utilitylabs002@gmail.com to request deletion of data held by the Company. Withdrawal of permission does not affect the lawfulness of processing carried out prior to such withdrawal, and does not affect any retention required under applicable law.

Withdrawal of permissions does not cancel the subscription - The subscription continues until the UPI Autopay mandate is cancelled in the manner set out in Clause 4.

4. Subscription and Payment

Access to the Services requires a paid subscription - The applicable charges are as displayed in the App at the time of subscription and may be revised only in the manner set out under "Revision of charges" below.

Verification charge - A nominal authentication amount is charged at the time of setting up the UPI Autopay mandate. This amount is refunded as per the refund timeline displayed in the App at the time of subscription. This charge is solely for the purpose of verifying the UPI Autopay setup and does not constitute a subscription charge

Subscription charge - Subscription charges are collected via UPI Autopay. By setting up the autopay mandate, the User authorizes the recurring deduction of the applicable subscription amount from their linked UPI account at the frequency specified in the App until the mandate is cancelled by the User.

A single approval covers both - When the User approves the transaction in his/her UPI application, the User simultaneously authorizes (i) the verification charge and (ii) the recurring subscription charge. The User acknowledges that both authorizations are given in that single approval.

Pre-debit notification - In accordance with the applicable National Payments Corporation of India (NPCI) requirements for recurring UPI mandates, the User will receive a pre-debit notification from the User's UPI application or bank at least 24 (twenty four) hours prior to each recurring debit.

Cancellation - The User may cancel the subscription at any time by cancelling the UPI Autopay mandate in the UPI application used to create it. Cancellation before the next scheduled debit prevents all future renewals, and the User retains access to the Services until the end of the billing cycle already paid for. Uninstalling the App, deleting the account or withdrawing device permissions does not cancel the mandate. The Company cannot cancel, modify or pause a mandate on the User's behalf, but will help the User locate it on request at utilitylabs002@gmail.com.

Payment methods - Subscription charges may be paid only through the UPI applications made available in the App at the time of subscription. Payment by debit card, credit card, net banking or any other instrument is not currently supported.

Revision of charges - The Company may revise the subscription charge by giving the User at least 30 (thirty) days' prior notice in the App. A revised charge applies only from the first billing cycle that begins after the notice period ends. A reduced charge will be debited under the existing UPI Autopay mandate without further action by the User. An increased charge will not be debited under the existing mandate: the User will be asked to approve a new or modified mandate in the User's UPI application, and if the User does not approve it before the revised charge takes effect, the subscription will end at

the close of the current billing cycle and no further debit will be made. The User may instead cancel at any time before the revised charge takes effect, in the manner set out in this Clause 4.

All subscription charges are service charges for access to the Passbook Max Services. The Company enables subscription payments through third-party payment service providers and is not itself a payment aggregator or payment gateway.

Upon request, the Company will provide an invoice or payment confirmation for subscription charges paid. Users may write to utilitylabs002@gmail.com for the same.

5. Third Party Services

The Services rely on services, content, documents and information owned by, licensed to, or otherwise made available by third parties ("Third Party Services"), including the User's banks and other financial institutions, whose messages the App reads and whose names and marks are used in the App solely for identification, cloud hosting and analytics service providers, and payment service providers for the collection of subscription charges. Users understand that Third Party Services are the responsibility of the third party that created or provided them and acknowledge that use of such Third Party Services is solely at their own risk.

The Company makes no representations and hereby expressly excludes all warranties and liabilities arising out of or pertaining to such Third Party Services, including their accuracy, completeness or availability. All intellectual property rights in and to Third Party Services are the property of the respective third parties.

The User should take care not to share their UPI PIN or OTP with any third party, intentionally or unintentionally. The Company never solicits information such as UPI PIN or OTP over a call, message or otherwise. The Company

shall not be liable for any fraud arising from the sharing of such details by the User.

6. User Responsibilities

The User hereby represents and warrants that all information provided by the User through or in relation to the Services is valid, complete, true and correct on the date of agreeing to these Terms and shall continue to be valid, complete, true and correct throughout the duration of the User's use of the App.

The User shall be solely responsible for ensuring compliance with applicable laws and shall be solely liable for any liability that may arise due to a breach of its obligations in this regard.

The User shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, the User may not:

- Install or operate the App on any device in order to read the messages of any person other than the User, or in respect of any account of which the User is not the holder or a joint holder.
- Present any transaction entry, balance, passbook view, summary or history generated by the App as a bank passbook, bank statement, statement of account, certificate of balance, audited record, or evidence of any transaction or balance, to any person, authority or forum.
- Rely on the App as the means of detecting or reporting an unauthorised transaction, or in place of the bank's own application, statement or branch record.
- Use the Services, or any data derived from them, for any lending, underwriting, collection, recovery, credit scoring, marketing or profiling purpose in relation to any person.

- Use the Services to record or conceal the proceeds of any unlawful activity, or to present any record in a manner intended to mislead any authority.
- Infringe either directly or indirectly any third-party proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party.
- Copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from, or license the Services, except as expressly permitted hereunder.
- Use the Services to transmit any data or send or upload any material that contains viruses, trojan horses or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.
- Use any robot, spider, other automated device, or manual process to monitor or copy the App or Services or any portion thereof.
- Use the Services in furtherance of any activity which may be grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatsoever.
- Engage in the systematic retrieval of content from the App or Services to create or compile, directly or indirectly, a collection, compilation, database or directory.
- Violate applicable laws in any manner.

7. Intellectual Property

All rights, title, and interest in and to the App and Services, including all intellectual property rights arising out of the App and Services, are owned by or otherwise lawfully licensed by the Company. Subject to compliance with these Terms, the Company grants the User a non-exclusive, non-transferable, non-sub licensable, royalty-free, revocable, and limited license to use the App and Services in accordance with these Terms and its written instructions issued from time to time.

The User should assume that everything the User sees or reads on the App is protected under the Indian Copyright Act, 1957 and other intellectual property laws of India and may not be used except with the prior written permission of the Company.

The Company may freely use, copy, disclose, publish, display, and distribute without any payment of royalty, acknowledgement, prior consent, or any other restriction arising out of the User's intellectual property rights, any feedback, suggestions, or ideas provided by the User regarding the Services.

The contents of this App, including but not limited to the text and images herein and their arrangements, unless otherwise noted, are copyright-protected and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner without the prior written consent of the Company.

8. Term and Termination

These Terms shall remain in effect unless terminated in accordance with the terms hereunder.

The Company may terminate a User's access to or use of the Services, or any portion thereof, immediately and at any point, at its sole discretion, if the User violates or breaches any of its obligations, responsibilities, or covenants under these Terms.

A User may terminate these Terms at any time by cancelling the subscription in the manner set out in Clause 4, withdrawing the message and notification permissions granted to the App, and deleting the App. Requests for deletion of the User's account and associated data may be submitted to utilitylabs002@gmail.com.

Upon termination, these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

Notwithstanding anything to the contrary contained in the Terms, upon termination of a User's access to or use of the Services, all amounts or outstanding monies due by you in relation to your use of or access to the Services shall become immediately payable.

9. Disclaimers and Warranties

The use of the Services is at your sole risk.

You acknowledge and agree that the Company is not a bank, financial institution, Account Aggregator or provider of any regulated financial product, is not affiliated with any bank named in the App, and that the App, notwithstanding its name, is not a passbook or statement of account issued by any bank. The App reads and organises messages already delivered to your device. The Company is not and will not be responsible for any claim or for any damages suffered that are related, directly or indirectly, to or arise out of any transaction, balance or entry displayed in the App, including any inaccuracy in, omission from, or discrepancy in it.

The Company gives no assurance that the App will display every transaction on your accounts, that any balance displayed is your current balance, or that any figure displayed is correctly attributed to the correct account, date, amount or direction.

The Company shall not be liable for any loss arising from your reliance on a balance, entry or alert in the App without verifying it against your bank's own application, statement or branch record, including any loss arising from a dishonoured instrument, failed payment, overdraft, charge or penalty.

The Company shall not be liable for any loss arising from an unauthorised transaction on any of your accounts, whether or not the App displayed it, failed to display it, or displayed it late.

The Company shall not be liable for the loss, corruption or inaccessibility of any data or entry, and you are responsible for obtaining and retaining your own records from your bank.

To the extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis. The Company does not warrant that operation of the Services will be uninterrupted or error free or that the functions contained in the Services will meet your requirements.

To the fullest extent permissible under applicable law, the Company expressly disclaims all warranties of any kind, express or implied, arising out of the Services, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, usability, and appropriateness.

You hereby accept full responsibility for any consequences that may arise from your use of the Services, and expressly agree and acknowledge that the Company shall have absolutely no liability with respect to the same.

To the fullest extent permissible by law, the Company, its affiliates, and its related parties each disclaim all liability to you for any loss or damage arising out of or due to: (a) your use of, inability to use, or availability or unavailability of the Services, including any Third Party Services; (b) the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services, communications

failure, theft, destruction or unauthorized access to the Company's records, programmes, services, server, or other infrastructure relating to the Services; or (c) the failure of the Services to remain operational for any period of time.

Notwithstanding anything to the contrary contained herein, neither the Company nor any of its affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms or the Services.

10. Indemnity

You shall indemnify, defend at the Company's option, and hold the Company, its parent companies, subsidiaries, affiliates, and their officers, associates, successors, assigns, licensors, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages and costs (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) due to or arising out of your access to the Services, use of the Services, violation of these Terms, any reliance placed by you on a transaction entry, balance or alert displayed in the App, any use of the App on a device whose messages are not your own, or any infringement by any third party who may use your account with the Company, of these Terms.

11. Consent to Use Data

You agree that the Company and any third-party service providers it engages may, in accordance with its Privacy Policy, collect and use your information and technical data and related information.

The Company may use information and data pertaining to your use of the Services for analytics, trends identification, and statistical purposes to further enhance the effectiveness and efficiency of the App. Transaction and balance

data derived from messages will be used only in a de-identified and aggregated form for such purposes, and will not be sold or shared with any third party for any advertising, credit assessment or marketing purpose.

Subject to applicable laws, the Company may be directed by law enforcement agencies or the government and related bodies to disclose data in relation to Users in connection with criminal or legal proceedings. You understand and agree that in such instances, the Company shall have the right to share such data with relevant agencies or bodies.

12. Fees / Charges

The Company reserves the right to charge subscription fees and/or convenience fees for the Services and non-payment may result in denial of Services. The applicable charges are as displayed in the App at the time of subscription and may be revised only in the manner set out in Clause 4.

13. Modification

The Company reserves the right at any time to add, modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without cause. The Company shall not be liable for any such addition, modification, suspension or discontinuation of the Services.

14. Refund and Cancellation

Cancellation

The subscription is cancelled in the manner set out in Clause 4 (Cancellation).

If a User has any concern regarding a processed UPI Autopay transaction, the User may write to utilitylabs002@gmail.com with the transaction details.

Refunds

The verification charge is automatically refunded within 7 (seven) days of the debit. If the refund has not been received after 7 (seven) days, the User may write to utilitylabs002@gmail.com with the transaction identifier and date of the debit, and the Company will investigate the matter with its payment service provider.

Save as expressly stated above, subscription charges once debited for a billing cycle that has commenced are non-refundable.

The Company will respond to and endeavour to resolve any transaction-related issue in accordance with the Company's policies and applicable law.

15. Jurisdiction, Governing Laws, and Dispute Resolution

These Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this clause, courts in Bengaluru shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Services.

Any controversies, conflicts, disputes, or differences arising out of these Terms shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this clause. The seat and venue of arbitration shall be Bengaluru. The tribunal shall consist of 1 (one) sole arbitrator appointed by mutual agreement of the parties. If the parties do not agree on the arbitrator within 30 (thirty) days of a written request by either party to the other, the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English.

The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need to know basis or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties hereto. Each party to the arbitration shall bear its own costs with respect to any dispute.

Notwithstanding the above, nothing in this clause shall restrict a User who is a 'consumer' within the meaning of the Consumer Protection Act, 2019, from approaching the appropriate Consumer Disputes Redressal Commission or Forum.

16. Miscellaneous Provisions

Modification - The Company reserves the right at any time to modify these Terms and to add new or additional terms or conditions on use of the Services. Such modifications and additional terms and conditions will be communicated to you and, unless expressly rejected (in which case these Terms shall terminate), will be effective immediately and will be incorporated into these Terms. In the event you refuse to accept such changes, these Terms will terminate.

Severability - If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Assignment - You shall not license, sell, transfer or assign your rights, obligations, or covenants under these Terms in any manner without the Company's prior written consent. The Company may assign its rights to any of its affiliates, subsidiaries, or parent companies, or to any successor in interest of any business associated with the Services without any prior notice to you.

Notices - All notices, requests, demands, and determinations for the Company under these Terms (other than routine operational communications) shall be sent to utilitylabs002@gmail.com.

Third Party Rights - No third party shall have any rights to enforce any terms contained herein.

Translations - The Company may provide you with translated versions of these Terms solely to assist you with understanding these Terms in greater detail. The English version of these Terms shall be controlling in all respects. In the event of any inconsistency between the English version of these Terms and any translated version, the terms of the English version shall prevail.

Force Majeure - The Company shall not be liable for any failure or delay in performance of the Services arising out of causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, regulatory directives, cloud infrastructure outages, bank downtime, changes by any bank to the sender identifiers, wording or format of its messages, changes to operating system messaging or notification permissions, telecom or mobile network unavailability, pandemics, or failure of third-party service providers.

Grievance Redressal

We are responsible for facilitating grievance and complaints resolution of Users on-boarded on our Application.

You may contact our Grievance Officer at:

Email: 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