

# TERMS OF USE

By accessing, browsing, using, and conducting other activity provided by <https://brank.as/> ("**Website**"), You agree that You have read, understood and agreed to these Terms of Use ("**Terms of Use**"). These Terms of Use constitute a legal agreement between You and Brankas ("**Company**"). The agreement for the Terms of Use between Registered User (hereinafter referred to as the "**End User**", "**You**", "**Your**") and the Company shall be referred as Agreement ("**Agreement**").

## 1. ACCEPTANCE OF TERMS OF USE

You expressly agree to be bound by this Agreement, irrespective of whether You are a Registered Member or a user who is checking on the Website ("**Visitor**"), by using the information, tools, features, and functionality located on this Website. As such, You agree to be bound by the Terms of Use detailed herein.

The Company recommends that, irrespective of whether You are a Visitor or a Registered Member who proposes to utilize the Service provided by the Company, to carefully read all the Terms of Use as provided herein. The said Terms of Use displayed are recommended to be saved for any future reference and for Your own records. Or You may even take a print out of the same.

The Company expressly states that the Services provided or offered by this Website and the Agreement which You are required to be bound by is meant only for individuals/entities who are permitted to enter into and be bound by a legal contract as per the prevalent laws. If You are not legally permitted to enter into a contract or are for some reason either due to Your age or any other reason not permitted to enter into an Agreement, then, You are not permitted to utilize the Services provided by this Website or enter into this Agreement.

Your acceptance of this Agreement and utilization of Services means that You expressly and implicitly represent to the Company that You are of legal contracting age and nothing will invalidate this Agreement. The Company has the right to bind You to this Agreement.

In the event that You are representing certain individual/s, company/ies, third parties or any entities, in any capacity, then, You expressly confirm that You have the valid authority and the right to do so for and on behalf of them. By entering into this Agreement, You state that You have the right to bind such individual/s, company/ies, third parties or entities to this Agreement.

The Services made available on or through this Website have been made available to You for the specific purpose of Your financial services aggregation. It is not intended to provide You with any nature of certification, guarantee or warranty. By accessing, browsing and using this Website, You agree and acknowledge that You understand this limited and restricted use, and agree that You will not rely on the information and materials contained in this Website for any purposes except as is intended. You further agree that in all actual matters, You are ultimately responsible for determining Your specific requirements.

You are strictly prohibited from unauthorized use of our systems or this Website, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this Website.

You acknowledge that we may disclose and transfer any information that You provide through this Website if we are legally bound to disclose any information due to compulsions under law.

You expressly agree and acknowledge that usage of this Website may be monitored, tracked, and recorded. As such, You expressly consent to such monitoring, tracking and recording.

You are responsible for being familiar with the current version of these Terms of Use posted on the Website during each session. By the continued accessing of this Website or the Services, You agree to be bound by the revised Terms of Use. Any such revisions will be duly posted on this Website and the Company may send you notification.

## 2. DESCRIPTION OF SERVICE

The Website is a site that provides financial services aggregation and disbursement routing services to You. We provide online self-services that allow You to view and manage accounts provided by financial institutions and other services including and not limited to reconciliations, disbursements, information provided in the Website, customer service, supported data, and other services or features provided in the Website ("**Service**").

However, this Service is not and should not be construed or does not imply provision of any professional service or advice relating to the legal, financial or tax implications or any other financial matters. This Service is designed in order to help You easily view your accounts and reconcile transactions. Any professional advice or implication should be sought from Your personal advisors and the Company or Website shall not be held liable or responsible for the same.

Please note owing to constant business changes, the Company endeavours to change the Services it provides or upgrade or revise them. This is done to provide better and more efficient Service to You. Any such changes, upgradation or revision shall be done at such times and at such frequency as determined by the Company in its sole discretion. All such changes shall be updated on this Website.

## 3. INFORMATION REQUIRED FROM YOU

Upon Your acceptance of agreeing to be a Registered Member and avail services from our Website, we would request certain basic information for registration. Once You provide us with the details, we would request additional information in order to provide You with the services. All information provided by You will be treated as private and confidential. The same is more fully detailed under the clause regarding Security and Privacy below.

The Company hereby undertakes and confirms that the mechanism employed by the Company is more specific to users whereby no bank credentials are stored on Company's servers or any third party servers. All such data or information shall at all times remain on Your machine or server only, except for some value-added services that may require you to share personal information.

## 4. LINKS TO THIRD PARTY SITES

As part of availing the Service, You as a member will provide us Your personal information either to retrieve or collect data or information from third party websites. Such third party websites may be maintained by such **Financial Institutions** with whom You have an account, bank with or have created certain liabilities. The Website does not and cannot assume any responsibility or accuracy for such

information or data maintained by such third parties either in terms of accuracy, deletion, non-delivery or failure to store data, communications, etc.

The Website may provide, or third parties may provide, or the Website may contain links to other World Wide Web sites or resources. The responsibility for the operation and content of those websites shall rest solely with the organization identified as controlling the third party website and will be governed by separate terms and conditions. Links are provided for convenience and inclusion of any link does not imply endorsement in any way of the site to which it links.

Because the Company has no control over such sites and resources, You acknowledge and agree that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 5. REGISTRATION AND USE

The Company will send all correspondences, notices, and any other communication to the e-mail address furnished by You. In case of any change in the said email address, it is Your duty to update or change the same.

The Company shall maintain utmost secrecy and use all the security measures to ensure that the information is not misused by any third party.

In the event of Your becoming aware of any unauthorized or misuse of the information provided by You to the Company, You are requested to forthwith contact the Company at [support@brank.as](mailto:support@brank.as). The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

## 6. LEGAL USES

Further, You agree and understand that Your right to access and use the Services offered on this Website is personal to You and is not transferable by You to any other person or entity, except to the extent specifically provided below in **Section 8**.

You understand that You are authorized to access and use the services only for legal and lawful purposes.

You further undertake and state that by using the Service, You are in no way impersonating or misrepresenting any person or entity. All Service availed are for Yourself only. In the event You are representing individual/s, company/ies, third parties, or any entities, You undertake and state that You are authorized to represent such individual/s, company/ies, third parties or any entities. You shall be solely responsible for the consequences arising out of such acts and the Company shall not be held responsible or liable in any way to any person or entity.

Any changes in Your registration information must be duly updated by You.

Your access and use of this Website may be interrupted from time to time for any of the several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the

Website or other actions that the Website, in its sole discretion, may elect to take. The Company utilizes its best efforts to provide the Service without any interruptions or hindrance. However, we do not warrant that the function, operation, security or accessibility of the Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available will be free of viruses or other harmful elements. As a user of the Website, You agree that Your access will be subject to these Terms of Use and that access is undertaken at your own risk. We shall not be liable for damages of any kind related to Your use of or inability to access the Website.

You expressly acknowledge that under no circumstance You or Your representatives are permitted to sublicense the Service or the rights granted to You or commercially exploit or alienate the rights granted by either this Website or Company pursuant to these Terms of Use or by availing the Service from Website.

You further agree that irrespective of whether You use our service, and if You propose to use for commercial purposes (for example, if you are a Wealth Manager using the solution for your clients) then, You shall forthwith contact the Company at [support@brank.as](mailto:support@brank.as) for the pricing structure for commercial usage. Any violation of this clause or unauthorized usage of the solutions will be deemed as a material breach and the Company reserves the right to forthwith terminate your subscription.

## 7. SUPPORT

The Company shall provide Support to You with regard to the Software Application and the Services. All Support services shall be provided through email only, wherein You will send an email to the Company detailing the issue to [support@brank.as](mailto:support@brank.as).

## 8. STORAGE, DELETION OR TRANSPORT OF DATA

The Company states that the data provided by You shall belong solely and exclusively to You. As such, You are permitted to remove or delete the data, so provided, either in full or any portion, at any point in time as You desire. The Company requests You to notify the Company of such removal or deletion.

In the event You desire the Company to remove or delete all or any portion of the data belonging to You, then, the same needs to be provided in writing to the Company. Upon receipt of such a written request, the Company will promptly do as needful and notify You of the same. The Company will not retain any copies of such data on its server or in any other place.

In this regard, the Company warrants that it cannot access such deleted material at any point in time. Any contact, information or access that the Company had towards such data or material or accounts will cease forthwith. However, certain portions of Your data, which the Company had maintained on its servers, may remain either in backups or in transaction logs. These are maintained only for the specific purpose of backup or to provide Service to You in the event of any malfunction or damage to our server in order to ensure continuity of our service without disruption.

## 9. COMMUNICATION

The Company may send You communication, notices or alerts from time to time. These alerts and communication will be sent automatically by the Company to You. In case You have suppressed the receipt or disabled or marked alerts or communication in general to be junked, the Company recommends You to revise the same and activate the receipt of alerts to Your proper destination. As such any communication from our end will be related to the Services and not any marketing or spam mails.

Changes to Your email address will apply to all of Your alerts.

Any email which is sent by the Website, its contents and attachments, if any, are intended solely for the attention of the addressee/s and may also be privileged. If You are not the addressee You may not copy, forward, disclose any part of any message received or its attachments and if You receive a message in error, please delete the said message from Your system and notify us immediately.

You agree and acknowledge that internet communications cannot be guaranteed to be secure or error free. Any information sent via the internet could be intercepted, corrupted, lost or contain viruses. The Company therefore does not accept responsibility for any errors or omissions in messages received by You which may arise as a result of internet transmission.

## 10. RIGHTS GRANTED BY YOU

As the provision of Service includes You providing us with information, data, passwords, usernames, personal identification numbers and other materials and contents, suggestions, ideas, feedback, etc., You are hereby expressly granting us the license and right to utilize the same for and on Your behalf in order to provide the Service.

The Company may or will use such information with the sole purpose for providing You the required Service and not for any other purpose. As such, You hereby warrant and represent that You are duly authorized to submit or represent the third party on behalf of whom You are providing these information to the Company. Further, You acknowledge and agree that these materials, suggestions, feedback and information can be utilized without any obligation or restriction on the Company in terms of payment of fee or any other limitations for marketing, promoting, advertising or other purposes.

By using the Service, You expressly authorize the Company to access Your accounts maintained by identified third parties on Your behalf as Your agent. When You use the specified feature of another additional account of the Service, You will be directly connected to the website for the third party You have identified. The Company will submit information including usernames and passwords that You provide to access the Website. You hereby authorize and permit the Company to use information submitted by You for the Service (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which You submit Your information.

The Company also collates information about the use of the Services by You including the banks or Financial Institutions with whom You transact and use the same for statistical or other forms representation and at all times ensuring that there will be no personal data revelation.

## 11. INTELLECTUAL PROPERTY

You acknowledge and agree that this Website and any necessary software used in connection with the Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content or software on this Website, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material is protected by national and international laws relating to copyrights, trademarks, service marks, patents or other proprietary rights. Except as expressly authorized by the Company You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this Website, the Services offered thereto or any software thereto, in whole or in part.

You acknowledge that the entire Website and its contents including the software is owned by or duly licensed to the Company and are protected by the Copyright laws in the country where Brankas operates and under international treaty provisions. All trademarks, service marks, and logos used and displayed on this Website are registered to and/or owned by their respective owners. Nothing on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks, service marks and logos displayed on the Website, without the prior written consent and permission of the Company or the respective owners.

You may download or print a copy of information provided on this Website for Your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from this Website in whole or in part for any other purpose is expressly and explicitly prohibited without our prior written consent.

## 12. PROHIBITED ACTIVITIES

**You agree NOT to do to the following:**

(a) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) impersonate any person or entity, including, but not limited to, officials, directors, employees, agents, authorized representatives, forum leaders, guides or hosts, or falsely state or otherwise misrepresent any information or accounts;

(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or material transmitted or provided through the Website;

(d) Collect or store personal data about other users;

(e) Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

(f) Intentionally or unintentionally violate any applicable local, state, national or international law;

(g) Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(h) Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those specific areas that may be designated for such purpose of posting such mails or messages either by Website or the Company;

(i) Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor this Website, either in whole or part;

(j) Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this

Website, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);

(k) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of this Website or the Service.

(l) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.

(m) interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of this Website, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

You agree that any employment or other relationship You form or attempt to form with an employer, employee, or contractor whom You contact through areas of this Website that may be designated for that purpose is between You and that employer, employee, or contractor alone, and not with us.

## 13. SECURITY AND PRIVACY

The Company knows that You care how information about You is used and shared, and we appreciate Your trust that we will do so carefully and sensibly. We let You retain as much control as possible over Your personal information. However, You may not visit and use our Website at any time without telling us who You are or revealing the required information about Yourself. To the Company, our most important asset is our relationship with You. We are committed to maintaining the confidentiality, integrity and security of any personal information about our Users. We are proud of our privacy practices and the strength of our site security and want you to know how we protect Your information and use it to provide You the Service. This notice describes our Privacy Policy. By visiting this Website, You are accepting the practices described in this [Privacy Policy](#).

## 14. SECURITY OF INFORMATION

We work to protect the security of Your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information You input and we encrypt data at rest under the 256-bit Advanced Encryption Standard. We constantly re-evaluate our privacy and security policies and adapt them as necessary to deal with new challenges. We do not and will not sell or rent Your personal information to anyone, for any reason, at any time, unless it is in (i) in response to a valid legal request by a law enforcement officer or government agency; (ii) when You have explicitly given Your consent; or (iii) utilize the same for some statistical or other representation without disclosing personal data.

We only reveal those numbers of Your account as required to enable us to access and provide You the required Services relating to Your accounts.

We make every effort to allow You to retain the anonymity of Your personal identity and You are free to choose a Login ID email address and password that keeps Your personal identity anonymous. Access to Your Registration Information and Your personal financial data is strictly restricted to those of our Company employees and contractors, strictly on a need to know basis, in order to operate, develop or improve the Service. These employees or contractors may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

With the exception of a Login ID in the form of an email address, which may be provided on an anonymous basis, and Your Third Party Account Information, which is required for providing the services, the Company does not require any information from You that might constitute personally identifiable information.

It is important for You to protect against unauthorized access to Your password and to Your computer. Be sure to sign off when finished using a shared computer.

## 15. DISCLAIMER

The content and all Service associated with this Website or provided through the Service are provided to You on an “as-is” and “as available” basis. The Company makes no representations or warranties of any kind, express or implied, as to the content or operation of this Website or of the Service. You expressly agree that Your use of the Service is at Your sole risk.

The Company makes no representations, warranties or guarantees, express or implied, regarding (i) the accuracy, reliability or completeness of the content on this Website or (ii) of the Service, and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. The Company engages and employs the best methods to safeguard and protect against viruses, infection, etc. However, despite such best efforts, the Company makes no representation, warranty or guarantee that the content that may be available through the Service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

## 16. LIMITATION OF LIABILITY

The Company shall in no event be responsible or liable to You or to any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business, business interruption, loss of programs or information, loss of savings, or any other damages arising, in any way, shape or form, out of the availability, use, reliance on, or inability to utilize the Service arising in whole or in part from Your access to this Website or Your use of the Service or this Agreement, even if the Company has been advised of the possibility of such damages.

## 17. APPLICABLE LAW

These Terms of Use and other provisions set forth by the Company are regulated by and construed in accordance with the laws where Brankas operates. The laws apply for You will be determined based on the commercial agreement that you entered into with Brankas. You agree that any legal actions or disputes that may arise from, relating to, the use of the Platform shall be resolved exclusively within the jurisdiction of each country as determined in the commercial agreement between You and Brankas.

END OF TERMS OF USE