

## TERMS AND CONDITIONS FOR DIGITAL KYC

By continuing with the Digital KYC process, you (“Customer”/“User/I/Me”) confirm that you have read, understood, and agreed to these Terms and Conditions (“Terms”/ “Terms and Conditions”/“T&C”), and consent to Kanji Forex Private Limited (“Kanji”/“we”/“us”/“Company”), an RBI-regulated Authorised Dealer Category II entity, to initiate and complete your Digital Know Your Customer (“Digital KYC”) verification in accordance with the RBI Master Direction – KYC Direction, 2016, as amended from time to time.

These Terms and Conditions apply to Customers who wish to avail Forex services offered by the Company after successful completion of the Agent-assisted Digital KYC process. By accepting these Terms and completing onboarding, the Customer agrees to be governed by these Terms and Conditions and any amendments made from time to time, as communicated by the Company through various available means.

### Important Terms and Definition

- An **"authorisation"** or **"approval"** includes an authorisation, explicit consent, clearance, approval, permission, filing and registration provided by the applicant/customer.
- **"Act"** means the Prevention of Money-Laundering Act, 2002 together with Prevention of Money-Laundering (Maintenance of Records) Rules, 2005, respectively and amendments thereto.
- **"Customer(s)"** shall mean any resident Indian who is a citizen of India and above 18 years of age and provides his/her details in the application form for onboarding through Agent-assisted Digital KYC to avail Forex services offered by the Company, subject to such terms and conditions as may be specified from time to time.
- **"Digital KYC"** shall have the meaning assigned to it under section 3(a)(viii) of the RBI Master Direction - Know Your Customer (KYC) 2016 as updated from time to time i.e., the capturing of a live photo of the customer and officially valid document or the proof

of possession of Aadhaar, where offline verification cannot be carried out, along with the latitude and longitude of the location where such live photo is being taken by an authorised officer of the Company as per the provisions contained in the Act.

## Eligibility for using the Services

The Customer hereby agrees and understands the given below eligibility criteria to avail the Agent-assisted Digital KYC onboarding process :

- The Customer is new to the Company / has not completed KYC with the Company.
- The Customer is capable of entering into a legally binding contract as specified under Indian Contract Act, 1872.
- The Customer is neither a US person nor a resident for tax purposes in any country other than India.
- The Customer is a resident of India and is present in the territory of India at the time of availing the Digital KYC process service.

## KYC document/details required for the Journey

- PAN Card of the Customer
- Aadhaar card of the Customer
- Passport of the Customer
- Specimen signature of Customer to be recorded in (Digital KYC - User Consents and Declarations) with black/blue pen

## CUSTOMER AUTHORIZATIONS AND CONFIRMATIONS

The Customer agrees to provide a valid Aadhaar, PAN Card and Passport details voluntarily for onboarding purposes.

The Customer voluntarily provides explicit consents and authorises the Company to carry out OTP-based Aadhaar authentication via Digilocker for establishing identity and address, and to fetch demographic details (Name, Date of Birth, Gender, Address, and Photograph) from UIDAI for KYC purposes, including compliance with KYC norms under the Prevention of Money Laundering Act (PMLA), 2002.

The Customer agrees and explicitly consents to the verification of their Permanent Account Number (PAN) details, including Name, Date of birth, and Father's name, via the National Securities Depository Limited (NSDL) to validate identity as per RBI KYC guidelines.

The Customer agrees and explicitly consents to use the name as it appears on their PAN Card during onboarding.

The Customer agrees and explicitly consents to the verification of their passport details including but not limited to Full Name, DOB, Place of Birth through authorised Passport Seva Kendra (PSK) services via approved APIs for KYC compliance.

The Customer acknowledges, agrees and explicitly consents to the sharing of KYC details with the Central KYC Records Registry (CKYCR) and to the retrieval, download, update, or upload of such records using the KYC Identifier provided, or obtained through information furnished by the Customer. Such access and processing of CKYCR records shall be carried out solely for the purposes of identity verification, regulatory compliance, onboarding, and availing Forex services offered by the Company, in accordance with applicable laws and data protection laws and regulations in India.

The Customer authorises the Company's authorised representative to assist in completing the Digital KYC process in person, including capturing and validating officially accepted KYC documents, uploading the signed application form, and processing the Customer's live photograph for KYC verification.

The Customer also explicitly consents to provision of the OTP received from UIDAI exclusively only to the authorised representative of the Company for Aadhaar authentication solely for completing the Digital KYC, and to the submission of the signed application form and related declarations on their behalf to meet applicable KYC requirements.

## **DIGITAL KYC DATA COLLECTION AND PROCESSING**

We are committed to safeguarding your privacy and the personal information you provide. For the Digital KYC process, your data and documents will be securely collected, encrypted, and processed exclusively for regulatory compliance, identity verification, and due diligence, in full adherence to the RBI KYC Master Directions, PMLA, and the Digital Personal Data Protection Act, 2023. We ensure the highest standards of security, confidentiality, and integrity in handling your personal information.

The Customer hereby explicitly consents that the Company due to operational and technical requirements may share their personal and KYC details with government agencies, the Unique Identification Authority of India (UIDAI), the Central KYC Records Registry (CKYCR), or other authorised verification partners strictly for regulatory and compliance purposes.

The Customer agrees to receive related communications for onboarding from Kanji Forex Private Limited, and verification from CKYCR, or such authorised bodies via SMS or Call or Email at their registered contact details.

The Customer's data will be retained only for the period required under applicable laws and will not be disclosed to any unauthorised party or used for marketing purposes without the Customer's separate explicit consent.

## **CUSTOMER DECLARATION CUM UNDERTAKING**

I hereby declare and confirm that any transaction or service request initiated now or in future through any digital platform using my registered credentials, including but not limited to my mobile number, OTP, App PIN, biometric authentication shall be considered as having been made by me. I accept full responsibility for maintaining the confidentiality and security of these authentication factors and further agree that the Company shall not be held liable for any unauthorized transactions, or loss resulting from the compromise, negligence, or mishandling of such credentials on my part.

I authorize the Company to freeze my access without prior notice in cases of regulatory direction, or non-compliance, suspected unauthorized transactions.

I hereby agree to indemnify Kanji Forex Private Limited for any loss that it may incur as a result of incorrect or incomplete information provided by Me.

I hereby declare that the details furnished are true and correct to the best of my knowledge and belief and I undertake to inform the Company of any changes therein immediately.

## OTHER IMPORTANT TERMS AND CONDITIONS

- The Customer needs to notify the Company by writing to us @ [support.forex@kanji.in](mailto:support.forex@kanji.in), [support@niyoforex.com](mailto:support@niyoforex.com) of any change in the contact details/address. The Customers may require to submit documentary proof wherever applicable.
- The Company shall not be responsible or liable to the Customer or any third party for the consequences arising out of or in connection with the Digital KYC Procedure.
- The Customer hereby expressly authorizes and gives explicit consent to the Company to disclose information about the Customer if required or permitted by any law/rule or regulations or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud without any specific consent of the Customer.
- These Terms and Conditions can be accessed on the [Company's website](#). The Company reserves the right to amend these Terms and Conditions from time to time.. We advise the Customer to familiarise themselves with such updates regularly..
- The Customer understands that access to Forex services will be allowed only upon successful completion of Customer Due Diligence (CDD) as per KYC norms.
- The Customer agrees to provide accurate documentation and information as required for onboarding. The Company may reject the application if the submitted details are incorrect, incomplete, misleading, or do not meet KYC norms, with or without providing reasons. The Customer shall not hold Kanji Forex Private Limited liable for KYC rejection or delays caused by errors in the information provided and agrees to cooperate in any re-verification process, taking full responsibility for any resulting issues.
- The Customer agrees and confirms that the Company shall not be liable for any connectivity/signal/data issues leading to non-completion or wrong/false/incomplete

information being provided by the Customer leading to the incompleteness of the application.

- The Customer agrees and confirms that in case of rejection of application, the Company may have the right to retain the Customer information & documents wherever required as per applicable laws.

## Governing Law and Jurisdiction

Any disputes arising out of or in connection with the Digital KYC process shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India or any authorised dispute resolution process/board constituted by the appropriate governmental agency or regulator.

## Grievance Redressal and Customer Care

For any assistance required:

**Email us at :** [support.forex@kanji.in](mailto:support.forex@kanji.in) | [support@niyoforex.com](mailto:support@niyoforex.com)

For unresolved grievances, contact:

**Email us at:** [grievance.forex@kanji.in](mailto:grievance.forex@kanji.in) | [grievance@niyoforex.com](mailto:grievance@niyoforex.com)

**Registered Office:** Unit No A/3, Gokul Arcade CHS LTD, Sahar Road, Nr Gareware Police Station, Vileparle (East), Mumbai, Maharashtra 400057, India

The Customer may contact Kanji Forex Private limited for any queries or grievances as per the [{Grievance Redressal Policy}](#)

For the Product related detailed [Terms & Conditions](#) and [Privacy Policy](#).

## Force Majeure

The Company shall not be liable for any delay or inability to provide Agent-assisted Digital KYC services due to force majeure events that are beyond its control. Such events may include, but are not limited to, technical failures (application, systems, internet, software, or hardware), cyber incidents, regulatory changes, government actions, natural disasters, civil unrest, strikes, pandemics, or any other circumstances preventing service delivery. The Company's decision on whether such conditions exist shall be final and binding.

## Acceptance of Terms

For the purpose of initiating Digital KYC by the Company, the Customer will receive an OTP along with a link to these Terms and Conditions for his/her perusal. The Customer agrees to share this OTP with the Company's authorised representative. By sharing the aforementioned OTP, the Customer confirms having read and understood these Terms and Conditions and thereby accepts the same. Additionally, the Customer confirms that all details entered in the Customer Application Form (CAF) by the Company's authorised representative have been reviewed/vetted by the Customer and are true and correct to the best of his/her knowledge.