Terms and conditions

Please read the following terms and conditions carefully before registering, accessing, browsing, downloading or using the Application (defined below). By accessing or using the Application or by using the Service (defined below), you agree to be bound by these terms and conditions set forth below including any additional guidelines and future modifications. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the Application and immediately terminate your use of the services. Your Agreement to these Terms and Conditions for availing Service the Terms and Conditions (as may be amended from time to time, the “Agreement”) is a legal contract between you being, an individual customer, user, or beneficiary of this service of at least 18 years of age, and BPAY. All services are rendered by BPAY hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of BPAY. (together with its subsidiaries and other affiliates, “us”, “We” or “BPAY”), regarding your use of our prepaid mobile/DTH recharge purchasing services to purchase prepaid mobile/DTH recharge (known as “Recharge”) or Services regarding Semi Closed Wallet which may be added from time to time (all such services are individually or collectively are referred as Service or Services as they case may be). Service can be used by you subject to your adherence with the terms and conditions set forth below including relevant policies. BPAY reserves the right, at its sole discretion, to revise, add, or delete portions of these terms and conditions any time without further notice. You shall re-visit the “Terms & Conditions” link from time to time to stay abreast of any changes that the “Application” may introduce.

Eligibility
The services are not available to persons under the age of 18 or to anyone previously suspended or removed from the services by BPAY. By accepting these Terms & Conditions or by otherwise using the Services or the Application, You represent that You are at least 18 years of age and have not been previously suspended or removed from the Services. You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

RECHARGES
We are a Reseller Only. BPAY does not provide mobile service and is only a reseller of prepaid mobile services by telecommunications service providers or the providers of such prepaid recharge (the ‘Telco’ or ‘Telcos’) or other distributors or aggregators of such Telco’s. BPAY is not a warrantor, insurer, or guarantor of the services to be provided by the Telco’s. Recharge sold by us to you is sold without recourse against us for any breach of contract by the Telco. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Recharge purchased must be handled directly between You (or the recipient of the Recharge) and the Telco.
BILL PAYMENTS

In order to use the Service, you may need to obtain access to the internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must have all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. BPAY and/or the BPAY business partner reserve the right to charge and recover from the User, fees for availing the Services. These changes shall be effective from the time they are posted on to the BPAY Application or over the BPAY business partner channel through which you are availing the Service. You are bound by such revisions and should therefore visit the BPAY Application or check with the BPAY business partner channel through which you are availing the Service to review the current fees from time to time. In the event that you stop or seek a reversal of the Payment Instructions as may have been submitted, BPAY shall be entitled to charge and recover from you and you shall be liable to pay such charges to the Bill Payment Service as may be decided by BPAY. These charges shall be charged on to your designated Payment Account or in any other manner as may be decided by BPAY. BPAY offers a convenient and secure way to make payments towards identified Biller(s) using a valid Payment Account. Depending upon the BPAY business partner through whom the Service is availed by you (i) the specific features of the Service may differ (ii) the number of Billers available over the Service can differ (iii) the type and range of Payment Accounts that can be used to issue a Payment Instructions can differ and (iv) the modes/devices over which the Service can be accessed can differ; and (v) the charges, fees for availing the Service or any aspect of the Service can differ. Specific details related to these aspects would be available with the BPAY business partner or the channel over which the Service is being availed. From time to time, BPAY, at its sole discretion, can add to or delete from such list of Billers or types of Payment Accounts that can be used in respect of making payments to a Biller. In any event (i) the type and range of Payment Accounts that can be used for making payments may differ for each Biller depending on Biller specifications (ii) there may be an additional fees/charge when using certain types of Payment Accounts in respect of a Biller; and (iii) the terms upon which a payment can be made to a Biller can differ depending on whether a Card or a Bank Account is used to issue the Payment Instruction. Further depending on the specific facilities allowed by a BPAY business partner, payments to a Biller can be made either (a) by issuing a Payment Instruction for an online debit/charge to a Payment Account; or (b) by scheduling an automated debit to a Payment Account. In using the Bill Payment Service, you agree to:

- Provide true, accurate, current and complete information about yourself (“Registration Data”), your Payment Account details (“Payment Data”), your Biller details (“Biller Data”) and
- Maintain and promptly update the Registration Data, Payment Data and Biller Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or BPAY has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, BPAY has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). The term biller includes telecom operators.
BPAY assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

- If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid and delayed.
- If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
- If the funds available in the Payment Account are under any encumbrance or charge.
- If your Bank or the NCC refuses or delays honoring the Payment Instruction(s)
- If payment is not processed by biller upon receipt.
- Circumstances beyond the control of BPAY (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force)

In case the bill payment is not effected for any reason, you will be intimated about the failed payment by an e-mail

FUEL/LPG Payments

BPAY assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

- If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid and delayed.
- If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
- If the funds available in the Payment Account are under any encumbrance or charge.
- If your Bank or the NCC refuses or delays honoring the Payment Instruction(s)
- If payment is not processed by Merchant
- Circumstances beyond the control of BPAY (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force)

Communication Policy

- By accepting the terms and conditions the customer accepts that BPAY may send the alerts to the mobile phone number provided by the customer while registering for the service or to any such number replaced and informed by the customer. The customer acknowledges that the alerts will be received only if the mobile phone is in ‘On’ mode to receive the SMS. If the mobile phone is in ‘Off’ mode then the customer may not get / get after delay any alerts sent during such period.
BPAY will make best efforts to provide the service and it shall be deemed that the customer shall have received the information sent from BPAY as an alert on the mobile phone number provided during the course of ticket booking and BPAY shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. The customer cannot hold BPAY liable for non-availability of the service in any manner whatsoever.

The customer acknowledges that the SMS service provided by BPAY is an additional facility provided for the customer’s convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event the customer observes any error in the information provided in the alert, BPAY shall be immediately informed about the same by the customer and BPAY will make best possible efforts to rectify the error as early as possible. The customer shall not hold BPAY liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by the customer on account of the SMS facility.

The customer acknowledges that the clarity, readability, accuracy, and promptness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. BPAY shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

The customer agrees to indemnify and hold harmless BPAY and the SMS service provider including its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever including legal charges and attorney fees which BPAY and the SMS service provider may at any time incur, sustain, suffer or be put to as a consequence of or arising out of (i) misuse, improper or fraudulent information provided by the customer, (ii) the customer providing incorrect number or providing a number that belongs to that of an unrelated third party, and/or (iii) the customer receiving any message relating to the reservation number, travel itinerary information, booking confirmation, modification to a ticket, cancellation of ticket, change in bus schedule, delay, and/or rescheduling from BPAY and/or the SMS service provider.

Customer also agrees to receive information regarding what BPAY perceives to be of their interest based on usage history via SMS, email & phone call. This includes offers, discounts and general information. In case the customer does not want such information, they have to explicitly ask to be excluded.

By accepting the terms and conditions the customer acknowledges and agrees that BPAY may call the mobile phone number provided by the customer while registering for the service or to any such number replaced and informed by the customer, for the purpose of collecting feedback from the customer regarding their travel, the bus facilities and/or services of the bus operator.

Grievances and claims related to the bus journey should be reported to BPAY support team within 10 days of your travel date.

Use of Application
You understand that except for information, products or services clearly indicated as being supplied by the BPAY, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that BPAY cannot and does not
guarantee or warrant that files available for downloading through the Application will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.

Prohibited Conduct

By using the Services you agree not to:

- use the Services for any purposes other than to purchase Recharge of Telcos and/or to access the Services in accordance with these Terms and Conditions and as such services are offered by BPAY
- impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another persons’ digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise purchase Recharge with what we reasonably believe to be potentially fraudulent funds
- infringe our or any third party’s intellectual property rights, rights of publicity or privacy
- use the Services if You are under the age of eighteen (18) without a parental sponsor or in any event use the Services if You are under the age of thirteen (13) years old even with a parental sponsor and in accordance with applicable law
- post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person
- post or transmit any message, data, image or program which is pornographic in nature
- refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to BPAY
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Application or features that enforce limitations on the use of the Services
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner
- modify, adapt, translate or create derivative works based upon the Services and the Application or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- intentionally interfere with or damage operation of the Services or any other user’s enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features
- use any robot, spider, other automatic device, or manual process to monitor or copy the Application without prior written permission
- interfere or disrupt this Application or networks connected to this Application
take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network
use any device, software or routine to bypass the Application’s robot exclusion headers, or interfere or attempt to interfere, with the Services
forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Application or to manipulate your presence on our Application
sell the Services, information, or software associated with or derived from it
use the facilities and capabilities of the Application to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others
breach this Agreement or any other BPAY agreement or policy
provide false, inaccurate or misleading information
use the Application to collect or obtain personal information, including without limitation, financial information, about other users of the Application
purchase Recharge with what BPAY reasonably believes to be potentially fraudulent funds
use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to BPAY, a third party or You
use the Services in a manner that BPAY or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules
take any action that may cause BPAY to lose any of the Services from its service providers, Telcos, payment processors or other suppliers
send automated request of any kind to the Application’s system without express permission in advance from BPAY.

Refund Policy
All sales of Recharge are final with no refund or exchange permitted. You are responsible for the mobile number or DTH account number you purchase Recharge for and all charges that result from those purchases. BPAY is not responsible for any purchase of Recharge for an incorrect mobile number or DTH account number. However, if in a transaction performed by you on the Application, money has been charged to your card or bank account and a Recharge is not delivered within 24 hours of your completion of the transaction then you may inform us by sending an email to our customer services email address mentioned on the Contact Us page. Please include in the email the following details – the mobile number (or DTH account number), operator name, Recharge value, Transaction date and Order Number. BPAY shall investigate the incident and if it is found that money was indeed charged to your card or bank account without delivery of the Recharge then you will be refunded the money within 21 working days from the date of receipt of your email. All Refunds will be credited to your Semi Closed Wallet. You can trigger a request in your BPAY Wallet to transfer the money from your BPAY Wallet back to source. It will take few 1-2 days for the money to show in your bank account depending on your bank’s policy.

Termination; Agreement Violations
You agree that BPAY, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Services and remove and discard all or any part of your account, your user profile, or your recipient profile, at any time. BPAY may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have or portion thereof may be effected without prior notice, and you agree that BPAY will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies BPAY may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Services.

Limitation of Liability and Damages
In no event will BPAY or its contractors, agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the Application or any reference Application, or (iii) your use or inability to use the services, the Application (including any and all materials) or any reference Applications, even if BPAY or a BPAY authorized representative has been advised of the possibility of such damages. In no event will BPAY or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers’ total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Services, (iii) your use or inability to use the Services or the Application (including any and all Materials) or any Reference Applications, or (iv) any other interactions with BPAY, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Services or the Application giving rise to the cause of action or One Thousand Rupees (Rs.1000), whichever is less. You acknowledge and agree that BPAY has offered its products and services, set its prices, and entered into this agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and BPAY, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and BPAY. BPAY would not be able to provide the services to you on an economically reasonable basis without these limitations. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such cases, BPAY’s liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

Indemnification
You agree to indemnify, save, and hold BPAY, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal
fees and expenses, arising out of or related to your use or misuse of the Services or of the Application, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you herein. BPAY reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify BPAY, including rights to settle, and you agree to cooperate with BPAY’s defense and settlement of these claims. BPAY will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Ownership; Proprietary Rights
The Services and the Application are owned and operated by BPAY and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Services and the Application provided by BPAY (the “Materials”) are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and BPAY, all Materials, trademarks, service marks, and trade names contained on the Application are the property of BPAY and/or third party licensors or suppliers. You agree not to remove, obscure, or alter BPAY or any third party’s copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services. Except as expressly authorized by BPAY, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. BPAY reserves all rights not expressly granted in this Agreement. If you have comments regarding the Services and the Application or ideas on how to improve it, please contact customer service. Please note that by doing so, you hereby irrevocably assign to BPAY, and shall assign to BPAY, all right, title and interest in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Modification of this Agreement
BPAY reserves the right to change, modify, add, or remove portions of this Agreement (each, a “change”) at any time by posting notification to the Application or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to payment transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services. For certain changes, BPAY may be required under applicable law to give you advance notice, and BPAY will comply with such requirements.

Notice
BPAY may provide you with notices and communications by email, regular mail or postings on the Application or by any other reasonable means. Except as otherwise set forth herein, notice
to BPAY must be sent by courier or registered mail to FINO Paytech, Shree Sawan Knowledge park, 2nd Floor, D-507, TTC Industrial area, MIDC Turbhe,, Navi Mumbai Maharashtra 400705.

Waiver
The failure of BPAY to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by BPAY.

Arbitration
BPAY may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mumbai, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or We may seek any interim or preliminary relief from a court of competent jurisdiction in Mumbai, India, necessary to protect the rights or the property of you or BPAY (or its agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor We may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

Governing Law and Forum for Disputes
Except as otherwise agreed by the parties or as described in the Arbitration section above, you agree that any claim or dispute you may have against BPAY must be resolved by a court located in Navi Mumbai, India. You agree to submit to the personal jurisdiction of the courts located within Navi Mumbai, India for the purpose of litigating all such claims or disputes. This Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

Severability
If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

Assignment
This Agreement, and any rights granted hereunder, may not be transferred or assigned by you without our prior written consent which may be withheld in our sole discretion, but may be assigned by us without restriction. Any assignment attempted to be made in violation of this provision shall be void and of no effect.

Survival
Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

Headings
The heading references herein are for convenience purposes only, do not constitute a part of these Terms and Conditions, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement
This is the entire agreement between you and BPAY relating to the subject matter hereof and will not be modified except in writing, signed by both parties, or by a change to this Agreement made by BPAY in accordance with the terms of this Agreement.

SEMI CLOSED WALLET

Terms of Use
The following Terms of Use (“Terms”) are a binding agreement between you and BPAY BY REGISTERING FOR OR USING THE APPLICATION OR THE PLATFORM/NETWORK, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THE APPLICATION OR THE PLATFORM/NETWORK. As BPAY is a Application/platform/network owned by BPAY hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of BPAY.

1. Definitions
1. “Customer” “or” “you” mean a person who has registered with BPAY for availing the BPAY Wallet and who has accepted these Terms and Conditions and, owns/operates/has access to an internet compatible device that supports the BPAY Wallet.
2. “BPAY Wallet” or “BPAY Wallet” means the pre-paid payment instrument issued by BPAY including Basic Account and Prime Account.
3. “Charge(s)” or “Service Charge” shall mean the charges which BPAY may levy upon you in consideration for subscribing to the BPAY Wallet.
4. “Person-to-Person Transfer” refers to a facility to transfer funds from a BPAY Wallet to any other BPAY Wallet issued by BPAY or to any savings or current bank account.
5. “Merchant Establishment” shall mean and include physical Merchants, remote Merchants and any other outlet that has been authorized by BPAY to accept payment using BPAY Wallet.
6. “Enrollment Form” shall mean the BPAY Wallet Enrollment Form, as is required by BPAY from the Customer at the time of Registration for availing and / or continuation of the BPAY Wallet.
7. “Basic Account” means Customer BPAY Wallet classified as Semi-closed system payment instruments issued by accepting minimum customer details being Customer name, Email address, mobile number, which permit payment and
domestic money remittance as per RBI direction on Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 as amended and supplemented by the RBI from time to time.

8. “Prime Account” means Customer BPAY Wallet which is KYC compliant and classified as Semi-closed system payment instruments which permit Person-to-Person transfer and payment to all identified Merchant as per RBI direction on Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 as amended and supplemented by the RBI from time to time.

9. “KYC” stands for Know your Customer and refers to the various norms, rules, laws and statutes issued by RBI from time to time under which BPAY is required to procure personal identification details from you before any services can be delivered. Know your Customer (KYC) documents may be required by BPAY from the Customer at the time of Registration and/or on a later date, for availing and/or continuation of the BPAY Wallet.

10. “Password” means the secret password used to secure BPAY Wallet applications, without knowledge of which your BPAY Wallet will not be operable.

11. “Transaction” means Person-to-person transfer or purchase of goods or services at Merchant establishments or equivalent amount of money-in BPAY Wallet, if goods or services not available.

12. “Person-to-bank transfer” refers to a facility to transfer funds from a BPAY Wallet to any Bank Account.

13. “RBI” means the Reserve Bank of India.

2. Documentation

1. The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and BPAY reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. BPAY reserves the right to discontinue services/reject applications for BPAY Wallet at anytime if there are discrepancies in information and/or documentation provided by you.

2. Any information provided to BPAY with the intention of securing BPAY Wallet shall vest with BPAY, and may be used by BPAY, for any purpose consistent with any applicable law or regulation, at its discretion.

3. If the particulars provided by you in the KYC documents do not match with the details mentioned in the Enrollment Form, then BPAY has the right to forfeit the balance amount in your wallet.

3. General Conditions of BPAY Wallet

1. You will be issued, Basic Account immediately after successful registration. Your account will be upgraded to a Prime Account after you submit your KYC documents at the time of registration itself or on a later date and the same are verified and approved by BPAY. BPAY Wallet Prime Account Services shall ordinarily be activated within twenty one (21) working days of receipt and verification of the associated documentation. For detailed features, registration
process, documentation processes, KYC requirements, permitted Transactions, Service discontinuation procedure and other related details relating to the above mentioned Services, please refer www.BPAY.com/BPAYcash.

2. You may recharge your BPAY Wallet at through any of the methods mentioned at www.secure.BPAY.in. The list of recharge outlets and methods of recharging BPAY Wallet are subject to change at the discretion of BPAY without prior intimation to the Customer.

3. You may note that withdrawing money from BPAY Wallet is not allowed. Any outstanding credit BPAY Wallet must be utilized only to make payments for bona-fide Transactions at Merchant Establishments and Person-to-person transfers or Person-to-bank transfer.

4. BPAY Wallet is available only to resident Indians who have attained the age of 18 years and are competent to contract.

5. BPAY Wallet is not transferable.

6. The maximum monetary value that can be stored at any point of time in a BPAY Wallet is 20,000 rupees. For Full KYC account limit is INR 1,00,000/- (INR One lakh only). The maximum permitted value of Transactions at any point of time in BPAY Wallet full KYC account is INR 1,00,000/- (INR One lakh only). The maximum monetary value that can be stored and utilized in a month in a BPAY Wallet Basic Account is INR 20,000/- (INR Twenty Thousand Only). The maximum monetary value that can be transferred from one BPAY Wallet Account to other BPAY Wallet or bank account in a single transaction is INR 5,000/- (INR Five Thousand only). The maximum monetary value that can be transferred from one BPAY Wallet Account to other BPAY Wallet or bank account in a single month is INR 25,000/- (INR Twenty Five Thousand only). Subject to guidelines/notifications issued by RBI from time to time these limitations may be reviewed and modified at the discretion of BPAY without prior intimation to the Customer.

7. BPAY reserves the right to suspend/discontinue BPAY Wallet Services to you at any time, for any cause, including, but not limited, to the following:
   - For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of the terms and conditions mentioned in this document
   - For any suspected discrepancy in the particular(s), documentation or Enrollment Form provided by you;
   - To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc;
   - If the same is due to technical failure, modification, up gradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons.
   - If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
   - If the mobile connection with which your BPAY Wallet is related ceases to be operational or in your possession or control.
• If BPAY believes, in its reasonable opinion, that cessation/ suspension is necessary.

8. The value stored on your BPAY Wallet shall NOT be refunded under ANY circumstances and may only be utilized to make payments for bonafide transactions at merchant establishments and Person-to-person transfer or Person-to-bank transfer. No interest will be payable by BPAY on the available balance reflected on the BPAY Wallet.

9. You are permitted to maintain and operate only one BPAY Wallet. Any suspected non-conformity with this requirement shall be just cause for the suspension/ discontinuation of any/all Wallets associated with you by BPAY.

4. Wallet Charges & Validity
1. You shall pay the Service Charges prescribed by BPAY in the form and manner prescribed for such payment. BPAY may at its discretion, change, amend, increase, or reduce the Service Charges without prior intimation to the Customer.

2. Any value in your BPAY Wallet that is utilized towards making payments for any Transaction shall be automatically debited from your BPAY Wallet. BPAY’s responsibility is limited to the debiting of your BPAY Wallet and the subsequent payment to any Merchant Establishment that you might transact with. BPAY does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using BPAY Wallet.

3. BPAY reserves the right to levy charges/ charge commission upon any amounts loaded upon your BPAY Wallet or any amounts spent/utilized by you using BPAY Wallet. This charge is on the total amount being deducted and not on the amount being transferred.

4. BPAY reserves the right to set off any balance in your Wallet in order to recover funds for transactions processed as per your request.

5. Wallet Expiry and Balance Forfeiture
• At present, BPAY does not expire the wallet or forfeits the balance amount in BPAY Wallet
• BPAY reserves the right to introduce a policy as per the applicable RBI guidelines for wallet expiration and balance forfeiture in future. The terms and conditions related to any such policy that we may introduce in the future will come into effect from the date that will be clearly indicated under the “Terms of Use” for Semi Closed Wallet

5. Customer Obligations

• BPAY Wallet availability is subject to the maintenance of an active mobile phone or internet connection with an associated telecom provider. BPAY Wallet availability is subject to the maintenance of a mobile phone handset and other application on which Services run and the Customer is solely responsible for all
liability arising from the unavailability of Services due to a mobile handset or internet service provider not supporting any BPAY Wallet channel or application.

- You must ensure the availability of sufficient funds before executing any Transaction from your BPAY Wallet.
- You shall be solely responsible for the confidentiality, safety and security of the Password. You shall be the sole owner of the Password and shall be responsible for the consequences arising out of disclosure of the Password and/or the unauthorized use of BPAY Wallet. In case the Password is lost or misplaced, you shall promptly inform BPAY by calling at the customer care numbers where after the Password will be barred and a new Password will be issued to you after necessary validation. In case the mobile phone/ SIM card associated with your BPAY Wallet is lost/stolen/misplaced/ no longer in your control, you shall promptly inform BPAY. BPAY will upon receipt of such information block the relevant account.
- You shall only use BPAY Wallet for all Transactions with the specific Merchant Establishment for the products/services available therein. The list of Merchant Establishments is available at www.BPAY.com and is subject to change at BPAY’s discretion without prior intimation.
- You shall intimate BPAY about change in your address, if any, in writing along with such proof of address as per the KYC documents.
- You shall not use BPAY Wallet for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, BPAY policy or public policy or for any purpose that might negatively prejudice the goodwill of BPAY.
- You acknowledge and understand that BPAY Wallet are linked to your mobile phone number and you shall be solely responsible for any liability arising out of the loss/ theft / misuse of the mobile phone number or deactivation of mobile connection by the concerned telecom service provider, in respect of the Services.
- Information submitted by you for availing BPAY Wallet and/or information submitted while using BPAY Wallet may be shared with third parties by BPAY, inter alia, to facilitate the provision of BPAY Wallet.
- You shall ensure that the Services are not used for Transactions in foreign currency. BPAY Wallet is issued & shall be valid only in India and shall be used at Merchant Establishments only in India.
- Without limiting the foregoing, you agree that you will not use the BPAY Application to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
  - Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or
encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- Infringes any patent, trademark, copyright or other proprietary rights;
- contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person’s computer, its web-Applications, any software or hardware, or telecommunications equipment;
- Advertises or offers to sell any goods or services for any commercial purpose;
- is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Violates any law for the time being in force;
- Belongs to another person to which you do not have any right to;
- Interferes with or disrupts BPAY’s webApplications, servers, or networks;
- Impersonate any other person;
- Harm minors in any way;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through its webApplications or to manipulate your presence on its webApplications;
- Engage in any illegal activities;
- Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents the investigation of any offence or insults any other nation.

6. Indemnity

- You agree to indemnify, defend and hold BPAY and/or related parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including and without limitation legal fees and expenses, arising out of or related to your use or misuse of the BPAY Wallet, any violation of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by you.

7. Additional T&Cs

- When you acquire goods, software or any other services from a Merchant Establishment through any of BPAY’s Services, you understand and agree that, BPAY is not a party to the contract between you and the Merchant
Establishment. BPAY does not endorse any advertiser or Merchant linked to its webApplication. Furthermore, BPAY is under no obligation to monitor the Merchant Establishment’s service used by you; the Merchant Establishment alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that BPAY shall not be responsible or liable for any deficiency in goods and/or services purchased using BPAY Wallet. This exclusion of liability shall apply even for goods and/or services made available by BPAY under promotional schemes. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

- Any amount transferred erroneously by the Customer to any Merchant Establishment shall not be refunded to the Customer by BPAY in any circumstances.
- Any web-link on the BPAY Application to a third party Application is not an endorsement of that web-link. By using or browsing any such other web-link, you shall be subject to the terms and conditions in each such web-link.
- In the event of any dispute, BPAY records shall be binding as the conclusive evidence of the Transactions carried out through use of BPAY Wallet.
- BPAY shall send all customer communications by SMS and/or email and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator.
- You agree to receive all commercial message including transactional messages from BPAY.

8. Amendment of Terms, Platform
   - BPAY reserves the right to amend, modify, change, add or terminate (collectively “Changes”) the Terms, the Application or the Platform/Network at any time in its sole discretion. Your continue use of the Application or the Platform/Network shall be deemed your acceptance of any such Changes. You should make sure you view these Terms periodically to make sure you are familiar with the most recent version of them.
   - BPAY may modify, terminate and/or suspend BPAY Wallet to the Customer anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.
   - Any amendment of these Terms & Conditions proposed by you shall not be effective unless it shall be reduced to writing through amendment form and accepted by BPAY. Amendments made under this clause shall be deemed to be a part of these Terms & Conditions and in case of any contradiction the amendment form shall prevail. The terms and conditions herein shall be subject to the notifications/ guidelines issued by RBI, from time to time.

Eligibility and Registration to Use the Services
You must be 18 years old to use BPAY. You must be an authorized representative with the authority to bind that company or entity to these Terms. You agree to provide accurate, current and complete information about yourself or your company as prompted by our registration form (including your email address) and maintain and update your information (including your email address) to keep it accurate, current and complete. We reserve the right to terminate any account or your use of the Application or the Platform/Network if any information provided by you is false, fictitious, inaccurate, not current or incomplete, with or without notice to you.

You will be issued a user id and password to access your account. You must keep password confidential and not share it with any other person. You are responsible for all activity on your account, whether or not you authorized it. However, if you become aware of any unauthorized use of your account or your user id and password, please contact us immediately.

Compliance with Law

The BPAY Wallet is governed by per RBI direction on Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 (as amended and supplemented from time to time) and is also subject to directions / instructions issued by the RBI from time to time in respect of redemption, repayment, usage etc. BPAY will not be responsible or liable for any violation by you of applicable law, regulation, or guideline. You hereby declare that your name does not, at anytime, appear in the consolidated list of terrorist Individuals/ organizations as circulated by the RBI from time to time.

Confidentiality

Privacy of communication is subject to the terms of the certificate of authorization granted by the RBI and RBI notifications/directives etc. You specifically agree that in order to facilitate the provision of BPAY Wallet, BPAY may be required to disclose any information or particulars pertaining to you to any authority, statutory or otherwise.

• Assignment

BPAY shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates group companies.

• Intellectual Property Rights

We, or our licensors, own all right, title and interest, including, but not limited to all copyright, trademark, patent, trade secret or other proprietary rights (“IP
 Rights”), in and to the Application, the Platform, the Usage Data. You shall not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use the Application, the Platform or any of the IP Rights, or attempt to reverse engineer, decompile, disassemble, or derive the source code for the Platform or use the Platform or Application to create a competing product. Unauthorized use is strictly prohibited. All rights are expressly reserved to BPAY.

- Disclaimer

  - WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, THE PLATFORM/NETWORK AND SERVICES OFFERED. WE EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. We provide the Application, the Platform/Network and any other technology and services on the Application on an “as is”, “where is”, “with all faults” basis. We do not warrant that the Application or the Platform any products and services shown or described on the Application, or other technology and services will be uninterrupted, error-free, available or operational at any particular time, or that any known defects will be corrected.

- Waiver and Release

  - To the maximum extent permitted by law, you waive, release, discharge and hold harmless BPAY, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform / BPAY Wallet.

- Consent to Electronic Communications and Transactions

  - By registering to use the Application, below, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when We send the electronic communication to the email address/mobile number that as per our records, or when We post the electronic communication on the BPAY Application. The requirements for such electronic transactions and communications following: you must have access to the Internet, mobile web, applications and a valid e-mail address. You can withdraw your consent at any time by contacting us, but We reserve the right to terminate your account upon such withdrawal. Withdrawal of your consent will not affect the legal validity and enforceability of any notice, statement or disclosure previously received electronically. You agree to notify us
promptly if your email address or other contact information changes by updating your account information or contacting us.

- **Limitation of Liability**

  - NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER BPAY, NOR ITS AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR ANY RELATED PARTY SHALL HAVE ANY LIABILITY TO USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR RELATING TO THESE TERMS, THE APPLICATION OR THE OFFERINGS, EVEN IF ANY OF SAID PARTIES HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

  - TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER LIABILITY ARISES DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, VIOLATION OF STATUTE, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO INR ONE HUNDRED (INR 100).

**Choice of Law and Dispute Resolution**

- These Terms shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that the courts of Navi Mumbai shall have exclusive jurisdiction over any dispute arising from or relating to these Terms, the Platform/Network or the Application. You expressly consent to the personal jurisdiction of said courts and waive any objection to such personal jurisdiction based on forums non convenience or any other basis.

**General**

- The parties are independent contractors and nothing in these Terms shall be deemed to create an agency or employment relationship, a franchisor-franchisee relationship, joint venture or partnership. These Terms constitute the entire agreement between you and us regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect. You cannot assign the Terms or delegate your obligations under these Terms without the express written consent of BPAY. The prevailing party in any action relating to these
Terms shall be entitled to recover its reasonable legal fees, costs and disbursements incurred in connection therewith from the non-prevailing party.

Grievance Officer
The customer can log the complaints through the following co-ordinates:-

e-mail:- wecare@finopaytech.com