



Privacy Policy

1. Scope and Application

1.1 "Satech Recharge Solution" Brand Name "BIGOPAY" is a Company registered in India having its office at 9/428-A FEROKE MUNICIPALITY KALLITHODI, FEROKE POST, CALICUT - 673631. ("Company"). The words/phrases/references to 'we', 'us' and 'our' used herein this Privacy Policy shall refer to the Company.

1.2 This Privacy Policy covers the practices for handling and securing your Information by the Company.

1.3 This Privacy Policy is applicable to all persons who access, use, purchase any product or services from the Company (collectively, the "Services") through our websites, mobile app and through other interactions and communications with the Company or its agents or affiliates (collectively, the "Platform"). This Privacy Policy is applicable to all users of the Services viz. the Platform ("Users"). The words /phrases, references to 'you' and 'your' herein this Privacy Policy shall refer to the Users.

1.4 By accessing or/ using the Services offered by the Company through the Platform, you expressly consent and confirm to the Company collecting, maintaining, using, processing and disclosing your Information in accordance with this Privacy Policy. If you do not agree with this Privacy Policy or the Terms of Use or any other policies of the Company published on the Platform at any time, kindly refrain from accessing or/and using such Services.

2. Commitment

2.1 The Company intends to protect the privacy of its Users accessing or using its Services on the Platform as the privacy of the Information provided by them to the Company from time to time.

2.2 The privacy of our Users, whether they are our former or existing Users or merely a visitor of our Platforms, is important to us and we are strongly committed to your right to privacy and to keeping your personal and other information secure. We encourage the Users and visitors of our Platform to read this Privacy Policy in detail to understand the types of information we collect and how we use such information.

3. Collection of Information

3.1 For the purposes of rendering the Services, the Company may collect your Information from various channels including but not limited to voluntary submission of Information from your end in furtherance of accessing or using the Services through requests and communication initiated by you with the Company and third parties on the Platform.

3.2 We are committed to protecting and respecting your privacy. We understand and agree that our Services may be availed by Users below the age of 18 years and we expressly agree to protect the privacy of such Users as well. However, all such users below the age of 18 years shall need to obtain our consent to use and access the Services. The Company disclaims all liabilities and responsibilities towards Users below the age of 18 years who have not obtained our consent to use and access the Services.

4. Types of Information collected by the Company (“Information”)

4.1 Personally Identifiable Information (PII)

(a) PII, as used in information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person or to identify an individual in context. PII includes but is not limited to name, e-mail address, gender, date of birth, postal address, phone number, profile picture and other details shared via the Platform, by emails or any other medium.

(b) Any information exchanged by you with the Company in the form of written communication, responses to emails, feedback provided, participation in discussions, etc. is handled with confidentiality and will be available for the exclusive use of the Company.

(c) The Company may also collect specific Information from you when you access our Services through our Platform. For example, you may be asked to enter information about your address, delivery requirements and similar personal details. We may use this Information to customize our Services based on such Information as provided by you.

4.2 Non-Personal Information (NPI)

(a) NPI includes the IP address of the device used to connect to the Platform along with such other information such as browser details, operating system used, the name of the website that redirected the visitor to the Platform, etc. The Company requests you to note that when you access the Platform or receive emails or any communication from the Company, the Company and its permitted agents, use cookies and/or pixel tags to collect information and store your online preferences.

4.3 Other Information

(a) The Company may from time to time add or enhance or modify the Services available on the Platform. To the extent these Services are provided to and used by you, the Company will use the information provided by you in this regard to facilitate the access or use of the Services.

(b) The Company may also collect other non-specific information to provide you better access to the Services each time such as preferences and other non-personal details names shared via the Platform by an email or any other medium. For instance, if you email us with a question or provide feedback, we will use your email address, name, nature of the question, feedback etc. to respond to your question or feedback. We may also store and publish such information to assist us in making the Platform better and easier to use.

4.4 Indicative modes of collection of Information

(a) When you visit our Platform: We collect industry standard data from everyone who visits our Platform, even if they do not have an account with the Platform. This includes log data that automatically records information about your visit, such as your browser type, operating system, the URL of the page that referred you, the different actions you performed, and the IP address you used to access pages on the sites. We use this type of information to provide you with an experience that is relevant to your location based on the IP address, to enhance the sites, to prevent site misuse, and to ensure the site is working properly. We also collect data from cookies.

5. Usage and sharing of Information

(a) The primary goal of the Company in collecting the Information is for the Company to render the Services to you and to ensure quality and efficiency in the Services offered and provided to you. Additionally, we will also be using the Information for our internal operational purposes, such as providing, maintaining, evaluating, and improving the Platforms and the Services, and also for providing customer support. We would also be sharing the information with others in the manner provided in this Privacy Policy.

(b) Please note that the Company does not trade or sell your PII in any manner, except as specified herein or unless express consent is sought from you.

(c) The Company, however, may share the collected Information with its subsidiaries, divisions, and affiliates, or with a third party as part of any sale, merger or acquisition. The Company will also share the Information with its service providers as may be required to provide you with the Services. In the interest of providing quality and efficiency in the Services, you agree to inform the Company of any changes to your PII and also undertake to protect the security of your username, password and PII in relation to the Platform and the Services.

(d) The Company may also share any of your Information to authorized third parties/service partners to support your interaction with us, to offer you Services in the best possible manner and to contact you about other services that we may offer. By submitting your Information to the Company, you have expressly acknowledged and consented to the Company using such Information in a manner deemed fit by the Company, subject to this Privacy Policy. The Company shall also be entitled to use the Information for conducting data analysis, research based on reviews about deals, transfer to third party experts for the purpose of outsourcing any Services offered to you by the Company, etc.

(e) In addition to the disclosures reasonably necessary for the purposes identified above, the Company may disclose your PII to the extent that it is required to do so: (i) by law,

(ii) in connection with any legal proceedings or prospective legal proceedings,

(iii) in order to establish, exercise or defend its legal rights,

(iv) on account of a governmental or judicial request,

(v) to enforce or apply our terms of use with you, or

(vi) to protect the rights or safety of the Company or its Users.

(f) Any NPI and data and analyses arising therefrom may be shared by the Company to its existing and potential partners, advertisers, investors, and others.

(g) The Company may have presence on social networking websites including but not limited to LinkedIn, Facebook, Twitter, YouTube and blogs which are promotional and business initiatives to attract, engage and connect to a larger group of people. The domain links contained therein may either direct you to our Platform or request your participation by way of feedback, suggestions, etc. The Company, in this regard, fully disclaims any liability(ies) or claim(s), which may arise by use/misuse of your feedback, suggestions, views, etc. on any of the aforementioned networking websites or blogs, by any third party whether or not known to the Company.

(h) If you wish to opt-out of sharing or storage of your Information by the Company, please expressly intimate your decision to do so in writing to –
satechrechargesolution@gmail.com

6. Storage of Information

(a) All Information collected in connection with the Services may be stored with the Company within India. Information is also stored on your device(s) and is subject to the security and privacy policies of your device and storage providers. Any breach of such security and privacy is beyond the control of the Company and you acknowledge that the Company cannot and will not be held responsible for such breaches of security or/and privacy.

(b) If the Company uses a vendor for storage of Information, all data storage by the vendor will be subject to the vendor's security systems and any breach of such privacy or /and security policies of the vendor will be beyond the reasonable control of the Company and the Company will not be held responsible for such breaches.

(c) You understand and agree that the Company may continue to store your Information after you cease use of the Services or disable your use of, access to, or otherwise of the Services or the Platform. Please note that the Company shall not use, share or/ and disclose your PII with its affiliates, vendors, third parties etc., after you cease use of the Services or disable your use of, access to, or otherwise of the Services or the Platform unless required by law to do so. The Company may however continue to use, share and/ or disclose your NPI in furtherance of its Policies.

(d) Cookies are small data files stored on your hard drive or in device memory. The Company uses cookies to improve and customize its Services and enhance your experience on the Platform and in relation to the Services. Please note that you can instruct your browser or device by changing its options to stop accepting cookies or to prompt you before accepting a cookie

from the Company's Platforms. However, the Company finds it pertinent to mention that non-acceptance of cookies may restrict your access to benefit from all aspects of the Platform.

7. Commitment to Security

(a) The Company is committed in protecting your privacy and has taken all necessary and reasonable measures to protect your Information and handle the same in a safe and responsible manner in accordance with the terms and conditions of this Privacy Policy. The Company ensures to safeguard the security of your PII by implementing standard electronic and managerial processes to protect against unauthorised access to and unlawful interception of PII.

(b) The Company will ensure its best efforts to protect your Information available with the Company in line with commercially reasonable efforts and general industry standards; however, the Company does not represent, warrant, or guarantee that your Information will be protected against unauthorized access, loss, misuse, or alterations beyond the reasonable control of the Company and does not accept any liability for the security of the Information submitted to the Company or for your or any third parties' misuse of your Information.

(c) The Company may provide links to any other websites or locations for your convenience but the provision of such links does not signify our endorsement of such other websites or locations or content therein. The Company has no control over, does not review and cannot be responsible for these outside websites or the content therein. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or locations or content therein.

(d) Except as provided elsewhere in this Privacy Policy, the Company provides limited access to PII to those persons (including employees and contractors) who have a business need for such access.

8. Payment Related Details

- (a) The Company uses third-party payment gateways for processing online payments. We do not store your credit card details or debit card details or your internet banking details on our servers. The payment data is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS) when processing your payments. Your purchase transaction data is only used as long as is necessary to complete your purchase transaction and is not saved thereafter.
- (b) The payment gateway adopted by the Company adheres to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.
- (c) PCI-DSS requirements will help ensure the secure handling of payment data information by the Platform.
- (d) Payment gateways and other payment transaction processors will have their own privacy policies in respect to the information you are required to provide to them and we are required to provide to them for your payment-related transactions, and as such, those details will be governed by their privacy policies.
- (e) You expressly agree and accept to not hold the Company liable and responsible in the event of any fraud or breach of the privacy policy of and by such third-party payment gateways.

9. Changes to the Privacy Policy

We reserve the right to modify, amend, suspend, terminate or replace this Privacy Policy at any time within our sole discretion, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Platform. If we make material changes to this Privacy Policy, we will notify you that it has been updated to enable you to review the materially-changed Privacy Policy.

10. Grievances

- (a) In accordance with the relevant provisions of the Information Technology Act, 2000, and the rules made there under, the name and contact details of the Grievance Officer who can be contacted with respect to any complaints or concerns including those pertaining to breach of the Privacy Policy and other policies of the Company are published as under:
Email address: [●] satechrechargesolution@gmail.com

- (b) The Grievance Officer can be contacted anytime except on public holidays.

11. Governing Law

The Company is incorporated in, and based out of India, and is duty bound to abide by Indian laws. The Company may not have complied with some privacy laws of other countries and further represents to be unaware of such other legal requirements. Any disputes or claims arising in relation to the Privacy Policies shall be subject to the exclusive jurisdiction of the courts in Calicut, Kerala, India.

12. Questions and Contact Information

If you would like to access, correct, amend or delete any of your Information which is with the Company, please register a complaint, or if you want more Information about this Privacy Policy, please contact us [●]. The Company will respond to and address all reasonable concerns or inquiries in a reasonable amount of time.

TERMS OF USE

1. General Overview

1.1 This Platform for usage on your electronic device has been provided to you by Satech Recharge Solution a company, registered under the provisions of the Companies Act, 2013 and having its registered offices at 9/428-A FEROKE MUNICIPALITY KALLITHODI, FEROKE POST, CALICUT - 673631. ("Company"). Throughout the Website, the terms/phrases/words 'we', 'us' and 'our' refer to the Company. This Terms of Use is applicable to all persons who access, use, purchase any product or services from the Company (collectively, the "Services") through the mobile apps and other online channels and through other interactions and communications with the Company or its agents or affiliates (collectively, the "Platform"). This Terms of Use is applicable to all users of the Services from the Platform.

1.2 The Terms of Use, Privacy Policy and any other applicable policies (the "Policies"), as updated from time to time, govern your access and use of our Platform and Services.

1.3 This Terms of Use is a legally binding contract between you and the Company regarding the terms of access and use of our Platform and Services.

1.4 Please read the Terms of Use carefully. By downloading, installing, or otherwise accessing or using our Platform or Services (whether in whole or in part), you agree that you have read, understood and agree to be bound by the Terms of Use. By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow any of your minor dependents to use our Services. If you do not agree with the Terms of Use or any other Policies, please do not access or use any of the Platforms or Services.

1.5 Upon your consenting to the Terms of Use and the Policies of the Company (which are incorporated by reference into this Terms of Use), the Company hereby grants you a limited, personal, worldwide, revocable, non-assignable and non-exclusive license to use our Services. This license is for the sole purpose of enabling you to use the Services in the manner expressly permitted by these Terms of Use and the Policies.

1.6 The headings used in this Terms of Use are included for convenience only and will not limit or otherwise affect these Terms.

2. Access to the Services

2.1 As part of the registration process, you will create a username and password for your account to access the Platform. You must choose a reasonably descriptive username that clearly identifies you or your business. In addition, your password should not contain any details about you that is easily available or identifiable. You are responsible for maintaining the confidentiality of the password and the account. For security purposes, we recommended that you memorize

your password and do not write it down. You agree not to disclose these credentials to any third party. Any person to whom you give your password will have full access to your payment information, and you assume all risk of loss/or damages resulting from any such access. All information and instructions received from your account will be deemed to have been authorized by you and the recipients of this information shall rely on its authenticity based on the use of your password. You will be responsible for all actions taken by anyone accessing the Services using your username and password.

2.2 In the event of any dispute between two or more parties as to ownership of a particular account, you agree that the Company will be the sole arbiter of such dispute. The Company's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

2.3 It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications and is compatible with our Services to enable your access and use of the Services.

2.4 We reserve the right to block, disable or delete any login identification, at any time, if in our opinion, you have failed to comply with any of the provisions of the Terms of Use or any other Policies, or if any details you provide for the purposes of registering as a user of the Services prove to be false or a misrepresentation.

2.5 You consent to any collection, use or disclosure of personal information or personally identifiable data required to provide you with access to the Services or to deliver the Services to you, as per the Privacy Policy of the Company.

2.6 You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically, to facilitate the provision of software updates, product support, and other services to you (if any). We may use this information as per the Privacy Policy of the Company, including to improve our products or Services or technologies.

2.7 The operation of our Services includes periodic delivery to you of offers, promotions, coupons or other information that may be of interest to you based on your stated preferences or your location. To the extent possible, you may discontinue receiving such information at any time by updating your preferences on the Platform.

2.8 Any new features, tools, products or services which are added to the Services shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to the Services. It is your responsibility to check the Services periodically for changes. Your continued use of or access to the Services following the posting of any changes constitutes your acceptance of those changes.

3. Usage of Services

3.1 Any and all content displayed on, or transmitted via, the Services provided to you is on a 'as is' basis and your access to and use of the Services and any content therein is at your own risk. You may access the content solely for your information and personal use. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit any content on any Platform for any other purposes.

3.2 You shall not reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof.

3.3 You understand that when using the Services, you will be exposed to content from a variety

of sources, and that the Company is not responsible for the accuracy, usefulness, safety or intellectual property rights of, or relating to, such content on the Platform. The Company may, but is not obligated to, monitor or control the content posted on the Platform and/ or via the Services. Any use or reliance on any content posted on the Platform and/ or via the Services or obtained by you through in any other manner is at your own risk. You further understand and acknowledge that you may be exposed to content which you may deem inaccurate, offensive, or objectionable; and you agree to waive and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto. To the extent permitted by applicable law, you agree to indemnify and hold harmless the Company, its owners, officers, directors and employees to the fullest extent regarding all matters relating to your use of the Services and any content posted by you by access to or use of the Platform and/ or the Services.

4. Your Obligations Towards Financial Institutions, Payment System Providers and Card Associations

4.1 As you will be using the services of various financial institutions, payment system providers and card associations to process your payment instructions, you consent and agree to comply with the rules, guidelines, directions, instructions, requests, etc. ("Guidelines") made such parties from time to time. You expressly acknowledge and agree that you are solely assuming the risk of compliance with all applicable Guidelines. You further acknowledge that such parties and your issuing bank may also put limitations and restrictions on you, at its sole discretion. You are responsible for keeping yourself up -to- date and compliant with all such Guidelines. In addition, such parties have the right to reject payments made by you for any reason whatsoever. If you fail to comply with your obligations towards such parties, we may suspend or terminate your account with the Company.

5. Rejection of Authentication and Authorization

5.1 You understand that the Payment System Providers and/or Card Association and/or your issuing bank may reject authentication and/or authorization of transaction placed by you for any reason including but not limited to insufficient funds, incorrect authentication details provided, expired card/bank account, risk management, suspicion of fraudulent, illegal or doubtful transactions, selling of banned items, use of compromised cards or bank account numbers, use of banned/blacklisted cards or bank account numbers, use of suspicious API or in accordance with the RBI, Issuing Institution and/or Card Association rules, guidelines, regulations, etc. and any other laws, rules, regulations, guidelines in force in India.

5.2 You further acknowledge that as a security measure we and/or the Payment System Providers may at our sole discretion, permanently or temporarily, block any card number, account numbers, group of cards or transactions from any specific blocked or blacklisted cards /, accounts, specific, group of IP addresses, devices, geographic locations and / or any such risk mitigation measures it wishes to undertake.

5.3 As a risk management tool, we and/or the Payment System Providers reserve the right to limit or restrict transaction size, amount and/or monthly volume at any time. We will consider a variety of factors in making a decision and such determination will be at our sole discretion.

5.4 A reverse of certain transactions will necessarily have to be in your wallet maintained with the Company. You agree and accept to have no objections towards the same.



6. Transaction Confirmation and Payment History

6.1 When your payment instructions are successfully processed with respect to a transaction, we will update your account activity and provide you with a transaction confirmation. This confirmation will serve as your receipt. You acknowledge that we will only release the transaction confirmation upon receiving confirmation with respect to the authentication, authorization and processing of such transaction (your bank account or debit or credit card being debited or charged) from the Payment System Provider. We will not be responsible for any transactions that have not been confirmed to us by the Payment System Providers. Except as required by law, you are solely responsible for

- (a) compiling and retaining permanent records of all transactions and other data and
- (b) reconciling all transaction information that is associated with your Account.

7. Our Relationship with You

7.1 We merely provide an online platform to enable online money transfers. We only act as an intermediary in the process of money transfer. We do not get involved in the clearing, settlement or payment of the transaction. We shall at no point be held responsible for any loss and/or damages arising from, related to or incidental to the transaction.

8. Intellectual Property

8.1 All rights, title and interest in and to the products, Platform and Services are and will remain the exclusive property of the Company. The Services are protected by copyright, trademark and other Indian laws. Nothing in these Terms of Use or any Policies gives you a right to use the name or any of the trademarks, logos, domain names, distinctive brand features or any other intellectual property rights of the Company. All the data and information arising out of, and in relation to the access and use of the Platform and the Services shall be the property of the Company; and the Company shall be vested with all rights, title and interests thereto. The Company shall have the right to use such data and information in the manner it deems fit, subject however, to the Privacy Policy.

8.2 Any feedback, comments, or suggestions you may provide regarding the orders placed via the Platform or/and Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8.3 You acknowledge and accept that your use of the device and that of our Services is limited solely to your use. Any transfer of the device by you shall be done without recourse to the Company, and the Company shall not be obligated to record the transfer of the device in any manner whatsoever. The usage of our Services does not implicitly or expressly transfer any ownership interest to you in the content, and specifically excludes, without limitation, any commercial or promotional use rights in such content. Furthermore, you are prohibited from republishing, retransmitting and reproducing any images accessed through our Services for any other use or purpose without our prior written consent.

9. Prohibited Uses

9.1 In addition to other restrictions and prohibitions as set forth in the Terms of Use and any restrictions and prohibitions under applicable laws, you are prohibited from using the Service for:

- (a) any unlawful purpose;
 - (b) soliciting others to perform or participate in any unlawful acts;
 - (c) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances;
 - (d) infringing upon or violate our intellectual property rights or the intellectual property rights of others;
 - (e) harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating any person (irrespective of whether or not such a person is a user of the Services or otherwise) based on gender, sexual orientation, religion, caste, ethnicity, race, age, national origin, disability, or on any other account;
 - (f) submitting any false or misleading information;
 - (g) uploading or transmitting viruses or any other type of malicious data or any code that will or may be used in any way that will affect the functionality or operation of the Service or of any Platform or any other related websites or applications;
 - (h) collecting or tracking the personal information of others;
 - (i) any spamming, phishing, web crawling or spidering or scraping;
 - (j) any obscene or immoral purpose; or
 - (k) interfering with or circumventing the security features of the Service or any related applications.
- 9.2 We reserve the right to discontinue, suspend or terminate your use of the Services for violating any of the prohibited uses or restricted uses.

10. Disclaimer of Warranties

10.1 We do not guarantee, represent or warrant in any manner that your use of our Services will be uninterrupted, timely, secure or error-free.

10.2 You agree that, from time to time, we may suspend, modify, restrict or remove our Services for uncertain or indefinite periods of time or cancel the Services at any time, without notice to you.

10.3 You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services delivered to you are (except as expressly stated by us) provided on an 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind.

10.4 You acknowledge that third-party links including without limitation the payment gateway platforms on our Platform or Services may direct you to third-party sites or pages or applications that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such sites or pages or applications, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or pages or applications, or for any other data, information, products or services of any third-parties.

10.5 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your

use of optional third-party tools. Any use by you of optional tools offered through the Platform is entirely at your own risk and discretion; and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

11. Indemnification

11.1 You agree to indemnify, defend and hold harmless the Company and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any losses, injuries, claims, demands, proceedings, penalties, interests, costs and expenses, including attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the Policies of the Company or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

11.2 The indemnification rights of the Company shall be in addition to any rights that may be available to the Company under applicable law (including injunctions and specific performance reliefs), none of which shall be affected in any manner whatsoever.

12. Limitation of Liability

12.1 In no event shall we, our directors, employees or agents, be liable to you for any direct, indirect, incidental, consequential, punitive, special or exemplary damages or for any damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use or inability to use the Services, including without limitation any damages caused by or resulting from reliance by you on any information obtained from us or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to our records, programs or services.

12.2 In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use or inability to use the Services exceed the transaction amount, from which such liability is claimed to have arisen.

12.3 In addition, we shall not be liable for errors you make in using the Service, including the following:

- You erroneously direct us to submit a payment instructions to a merchant/biller multiple times;
- You direct us to submit the wrong amount to a merchant/biller;
- You direct us to submit a payment instruction for a wrong merchant/biller; or
- You provide us with incorrect or incomplete information.

Any of the above issue(s) needs to be taken up directly with the merchant/biller.

12.4 You understand and acknowledge that we do not have control of, or liability for, the goods or services that are paid for via the Service.

12.5 Your liability: Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or you negligence, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than us). You are liable for all payments that you make or which are made or requested under your account, even if that

payment is unauthorized.

12.6 Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply. You agree that, if you are dissatisfied with the Services or any portion thereof, your exclusive remedy shall be to stop using the Services.

13. Severability

13.1 In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use. However, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms of Use.

14. Termination

14.1 Each party's obligations and liabilities incurred prior to the termination date shall survive the termination of this Terms of Use for all purposes.

14.2 These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our Services.

14.3 If, in our sole judgement, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use or/and the Policies, we may terminate this Terms of Use at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or we, accordingly, may deny you access to our Services (or any part thereof).

15. Entire agreement

15.1 The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

15.2 These Terms of Use and any Policies and any other policies or operating rules posted by us on our Platform or in respect of the use of the Services constitutes the entire agreement and understanding between you and us and governs your use of our Services. This will supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

15.3 Any ambiguities in the interpretation of these Terms of Use and the Policies shall not be construed against the drafting party.

16. Governing law

16.1 These Terms of Use and the Policies which govern the use of the Platform and the Services shall be governed by and construed in accordance with the laws of India. Any disputes or claims arising in relation to the Terms of Use and the Policies and any of the Services shall be subject to the exclusive jurisdiction of the courts in Kerala, India.