



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" Brand Name "BIGOPAY" is a Company registered in India having its office 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 you 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 viz 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 Calicut, Kerala, India.