

PayUmoney User Terms and Conditions

The User Online Registration Form, User E-Sign Consent, User Term and Conditions along with our Privacy Policy and Chargeback Policy (collectively this "Agreement") forms the terms and conditions of use of our services ("Services"). This Agreement is a legal document between the User (as defined below) and PayU Payments Private Limited ("PayUmoney", "we", "our" or "us") governing the Users' relationship with PayUMoney. (The terms "User(s)"/"you"/ "your" shall hereinafter refer to the Seller(s) and/or the Buyer(s) as the case maybe).

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IMPORTANT

This is an important document which you must consider carefully when choosing whether to use PayUmoney Services at any time. Please read the terms of this Agreement (along with Links to this Agreement) carefully before agreeing to it. This Agreement also highlights certain risks on using the PayUmoney Services together with guidance on how online payments through PayUMoney can be facilitated.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your business and your use of the PayUmoney Services.

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, THE USER EXPRESSLY AGREES TO AND CONSENTS TO BEING IRREVOCABLY BOUND BY THIS AGREEMENT AND ALL OF THE TERMS SET OUT HEREIN. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED. PAYUMONEY WILL PROMPTLY CANCEL THE ASSOCIATION AND THE USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE.

PAYUMONEY SHALL HAVE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND THE CONTRACT SHALL ONLY BE CONSIDERED TO BE DULY EXECUTED, VALID AND BINDING AFTER THE RECEIPT OF THE USER INFORMATION FROM THE USER, DUE VERIFICATION OF THE SAME BY PAYUMONEY AND A VERIFICATION OF THE CONTRACT BEING SENT BY PAYUMONEY TO THE USER AS MORE SPECIFICALLY STATED BELOW.

THE CONTRACT SHALL BE DEEMED TO HAVE BEEN RECEIVED, ACCEPTED AND FORMED AT PAYUMONEY'S REGISTERED OFFICE, AT F-130, GF, STREET NO. 7, PANDAV NAGAR, NEW DELHI – 110091, INDIA.

Web Application User Terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of a computer resource.

These terms and conditions ("Agreement" or "Terms and Conditions") set forth the terms and conditions that apply to your access and use of www.payumoney.com and PayUmoney mobile Application (hereinafter collectively referred to as "Sites") as owned and operated by PayU Payments Private Limited ("PayUmoney", "we", "our" or "us") and/or our affiliates and payment facilitation services including Bill Payment Services provided by us (hereinafter collectively referred to as "Services").

The term Sites will also include all pages that are sub-domains or are associated or within each Site and all devices, applications, features, content, technologies, functionalities and other services including updates and new releases that PayUmoney operates or offers, from time to time, through such Sites.

THIS IS AN IMPORTANT DOCUMENT WHICH YOU MUST CONSIDER CAREFULLY WHEN CHOOSING WHETHER TO USE THE SERVICES AT ANY TIME. PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE AGREEING TO IT.

BY CHECK-MARKING ACCEPTANCE OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICES, YOU EXPRESSLY AGREE TO AND CONSENT TO BEING LEGALLY AND IRREVOCABLY BOUND BY THIS AGREEMENT AND ALL OF THE TERMS SET OUT HEREIN. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU SHALL NOT USE THE SERVICES, PAYUMONEY WILL PROMPTLY CANCEL THE ASSOCIATION AND YOU SHOULD NOT ACCESS, USE OR INSTALL ALL OR ANY PART OF SERVICES.

THE CONTRACT SHALL BE DEEMED TO HAVE BEEN RECEIVED, ACCEPTED AND FORMED AT PAYU'S REGISTERED OFFICE, AT F-130, GF, STREET NO. 7, PANDAV NAGAR, NEW DELHI – 110091, INDIA.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of this Agreement at any time without any prior written notice to you. Any changes or modifications will be effective immediately upon posting of the revised Terms to our Services, and you waive any right you may have to receive additional notice of such changes or modifications. Your continued use of Services following the posting of changes will mean that you accept and agree to the revisions; therefore, it is your responsibility to frequently review these Terms and all applicable terms, policies and guidelines to understand the terms and conditions that apply to your use. If you do not agree to the amended/revised terms, you must stop using the Services. Any use of the Services in violation of these Terms may result in, among other things, termination or suspension of your right to use the Services.

When you use Services provided by us, you will be subject to rules, guidelines, policies, terms, and conditions applicable to such Services, as may be modified from time to time and they shall be deemed to be incorporated into this Agreement and shall be considered as part and parcel of this Agreement. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services.

1. REGISTRATION FOR SERVICES

You must register with us and open a PayUmoney account ("PayUmoney Account") in order to use the Services. We allow both individuals and Legal Entities to register with PayUmoney. You agree to:

- (a) provide only current, accurate and complete information about yourself in the course of registering to use the Services (such information being the "Registration Information"); and
- (b) maintain and promptly update the Registration Information, as necessary, to keep it true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will not have any cause of action against us for such suspension or termination of your account.

You represent that you are the legal owner of, and that you are authorized to provide us with, all Registration Information, account information and other information necessary to facilitate your use of the Services.

For registration of your business, you are permitted to apply and enroll only if you represent a legitimate business and have the authority to enter into these Terms and Condition on behalf of the business. You represent and warrant that you are duly authorized by the business entity to accept this Agreement and have the authority to bind such business entity to the terms and conditions given in this Agreement. Further, you represent and warrant that the business entity will continue its acceptance through the then authorized signatories, the terms of this Agreement as may be modified from time to time as long as such business entity continues using the Services.

You further represent and warrant that the business entity has all the requisite consents, approvals, certificates, agreements, registrations and licenses in accordance with the laws, regulations, rules and guidelines in force in India from time to time.

2. ELIGIBILITY REQUIREMENT FOR OPENING A PAYUMONEY ACCOUNT

By creating/opening a PayUmoney Account, you represent and confirm that you are

- (a) 18 (eighteen) years of age or older;
- (b) not 'incompetent to contract' within the meaning of the Indian Contract Act, 1972; and
- (c) entering into and performing this Agreement, as per applicable law.

You further represent and confirm that you are not a person debarred from using the PayUmoney Sites and/or receiving the Services under the laws of India or other applicable laws.

Your right to access and use the Sites and the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Sites and Services for lawful purposes.

3. USER NAME AND PASSWORD

As part of the PayUmoney registration process, you will create a username and password for your PayUmoney Account. 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 PayUmoney 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 resulting from any such access. All information and instructions received from your PayUmoney 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.

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

4. VERIFICATIONS OF INFORMATION

We may share some or all of the information you provide with the Payment System Providers, Card Associations, issuing banks, Nodal Banks, Merchants/ Billers (defined hereinafter) and other statutory, regulatory and governmental authorities. By accepting these Terms and Conditions, you authorize PayUmoney to request for supplemental documentation at any time (before or after your PayUmoney Account has been activated), in order to verify your identity, the accuracy of the information provided. If we cannot verify that this information is accurate and complete, we may deny your use of the Services, or close your PayUmoney Account at any time. At any time, PayUmoney and/or the Payment System Providers may conclude that you will not be permitted to use the Services.

5. OUR RELATIONSHIP WITH YOU

We provide online payment facilitation services. Through the PayUmoney aggregate payment gateway services, we facilitate you in making payments to our registered merchants/sellers ("Merchants") for purchase of goods and services or to our registered billers ("Billers") for paying your bill using your debit card, credit card, net banking and any other acceptable modes of payment mechanism provided by us. These transactions are between the Merchants/Billers and you. We are only acting as an intermediary. We facilitate the collection of payments from you and facilitate the settlement of such payments to the respective Merchant/Biller. We are not involved in the clearing or payment of the transaction. In order to serve in this role, we have entered into agreements with various Nodal Banks, Payment System Providers, as defined under the Payment and Settlement Systems Act, 2007, Card Associations and other payment processing system providers, to enable use of internet payment gateways developed by/for them in order for them to effect payments between you and the Merchants/Billers and provide clearing, payment and settlement services with respect to your transaction. It is to be clarified that the payment instructions are authenticated, authorized and processed by the Card Associations and your issuing bank through the Payment System Provider's payment gateway and we does not have any role in the same.

In addition, we provide value added services such as bill presentment, bill reminders, and dashboard for transparency of transactions, loyalty points and discounts etc.

As a part of the Service offerings, we also provide a cobranded e-wallet by the name of PayUmoney wallet issued by RBL ("e-Wallet"). This e-Wallet is a semi-closed pre-paid instrument which is issued by RBL Bank Limited and marketed and distributed by PayUmoney on the Sites. This e-Wallet may only be used on the PayUmoney Site to make payments for goods and services purchased from registered merchants or make bill payments to registered billers or for transfer of funds from one walletholder's e-Wallet to another walletholder's e-Wallet or for any such other reasons as mutually agreed from time to time. If you avail the Services of the e-Wallet, you agree and accept the terms and conditions provided by us.

Use of our Services may be available through a compatible mobile device or other device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

PAYUMONEY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

6. RIGHTS YOU GRANT TO US

By submitting information, data, passwords, user names, other log-in information, materials and other content to us, you are granting us the right to use that for the purpose of providing the Services. We may use and store the content in accordance with this Agreement and our Privacy Statement, without any obligation by us to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize PayUmoney to access your account information and payment information and submit the same further for processing your payments to any party to whom it is required to be submitted for the purpose of providing you Services. We shall be acting as an intermediary, while providing you payment facilitation services. You agree that our role is limited to facilitating your payment instructions and providing other values added services.

7. YOUR OBLIGATION TOWARDS PAYMENT SYSTEM PROVIDERS AND CARD ASSOCIATIONS

As you will be using the services of 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 by the Payment System Providers and Card Associations from time to time. Notwithstanding our assistance in understanding the Payment System Providers and Card Association Guidelines, you expressly acknowledge and agree that you are assuming the risk of compliance with all applicable Guidelines. You further acknowledge that the Payment System Providers, Card Associations 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, the Payment System Providers and Card Associations have the right to reject payments made by you for any reason whatsoever. If you fail to comply with your obligations towards the Payment System Providers, we may suspend or terminate your PayUmoney Account.

8. REJECTION OF AUTHENTICATION AND AUTHORIZATION

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, Acquiring Banks, Issuing Institution and/or Card Association rules, guidelines, regulations, etc. and any other laws, rules, regulations, guidelines in force in India.

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.

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.

9. TRANSACTION CONFIRMATION AND ACCOUNT HISTORY

When your payment instructions are successfully processed with respect to a transaction, we will update your PayUmoney 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 ("Transaction Confirmation"). We will not be responsible for any transactions that have not been confirmed to us by the Payment System Providers.

The summary of your transaction history is available on your PayUmoney Account dashboard. 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 PayUmoney Account. If you believe that there is an error or unauthorized Transaction activity that is associated with your PayUmoney Account, you agree to contact us at care@payumoney.com immediately not later than 5 (five) days.

10. KYC & On-boarding Requirements

- The Merchant hereby irrevocably and unconditionally acknowledges, understands and agrees to promptly complete its Know Your Customer (KYC) requirements as per the process and policy stipulated/laid out by PayU from time to time and shall ensure to promptly submit all the required on-boarding and due-diligence documents to the complete satisfaction of PayU for availing the PayU Services ("**KYC & On-boarding Requirements**").
- The Merchant hereby irrevocably and unconditionally confirms and agrees that: (a) pending completion of the KYC & On-boarding Requirements of the Merchant, PayU may at its sole discretion approve and settle Transactions upto an aggregate value of INR 40,000/- and endeavor to instruct the nodal or escrow/pooling bank to transmit the Settlement Amount in respect of such Transactions to the Merchant Bank Account; (b) pending completion of the KYC & On-boarding Requirements of the Merchant, PayU may at its sole discretion approve Transactions upto an aggregate value of INR 40,000/-, but shall not be obliged to settle these Transactions until the KYC & On-boarding Requirements of the Merchant are completed; and (c) if the KYC & On-boarding Requirements are not completed, then PayU shall not be obliged to cause payment of any Settlement Amounts to the Merchant Bank Account in respect of such un-settled Transactions, and PayU shall be entitled retain all balance amounts and apply such monies as it deems fit including by transfer such amounts to its own accounts.
- Notwithstanding anything contained elsewhere in these terms and conditions, the Merchant understands and agrees that offering of PayU Services and settlement by PayU of Settlement Amount upto the INR 40,000/- is a sole and absolute discretion of PayU and PayU reserves the right to cancel/amend/modify/withdraw/close/decrease the same anytime without providing any notice and/or intimation to the Merchant. The Merchant further undertakes to be solely responsible to review the online terms and conditions at regular intervals and comply with the same

11. RISK MONITORING; UNUSUAL OR SUSPICIOUS TRANSACTIONS

In an effort to manage our risk, we may monitor your transactions and processing activity for high-risk practices or for fraudulent transactions. We may also engage third-party service providers to assist in these efforts and other elements of the Service. If we believe there is suspicious or unusual activity, we may temporarily or permanently suspend your access to the Service. Suspicious or unusual activity includes, but is not limited to changes in your average transaction amount or processing pattern or use of different payment accounts.

12. ADDITIONAL CLAUSES FOR BILL PAYMENT SERVICES

- **Description and Fees of Bill Payment Service:** We provide you with bill payment services that enables you to make payments ("Bill Payment Services") to Billers. To be eligible to use the Bill Payment Services, you will need to provide us with your account information with Billers you choose (such as customer account number/ consumer identification number/code) and any information necessary for us to access your accounts with such Billers ("**Bill Payment Account Information**"). By using the Bill Payment Services, you expressly authorize us to store, use and access the Bill Payment Account Information, on your behalf for the purpose of providing Bill Payment Services to you. You may access information about your bill payment requests by logging into your PayUmoney Account.
- **Accuracy of Information:** You understand and acknowledge that you are responsible for the accuracy of the information you provide about each payment request made by you, including the Bill Payment Account Information, telephone number, the amount of the transaction, etc.
- **Scheduling your payments:** Payment posting times will vary depending upon the Biller you select and actual posting of payments and may take between 48 to 72 hours from the time the payment is made by you. When we receive a payment instruction, you authorize us to send instruction to the Payment System Provider's to debit your card/ bank account/prepaid account/card and remit payments to Billers on your behalf. However, since we have no control over when a Biller will actually process your payment after receipt, we are not responsible if a Biller credits a payment at a later date or denies acceptance of your payment. Further, if your payment due date falls on a weekend or holiday, you must submit the payment sufficiently in advance to include time for processing of the payment. It is solely your responsibility to submit payments so they arrive by the Biller's due date. Payments are subject to the policies and procedures of Billers. We are not liable (including for any penalties or late charges) for late or delayed posting of payments against your billing account either due to processing delays by the Biller or otherwise. You are responsible for paying any and all late charges and penalties imposed by a Biller.
- **Payment history:** We do not send periodic statements showing your bill payment history. You may access information about your bill payment requests through your PayUmoney Account. You should also confirm your bill payment requests against any statements or payment records provided by the Biller and your payment source.

13. 'ONE TAP' FEATURE

By availing the complete 'One Tap' feature, you will be able to process your payment requests made using your debit or credit card stored with us by simply selecting the faster checkout saved card and clicking the "Make Payment" or "Pay Now" button.

One Tap feature may be divided in two parts:

Faster Checkout option: When you enter your debit card/debit card details for the first time while making a payment, we will provide you an option to save such card details for faster checkout. If you select the 'store card' option (now called 'faster checkout' option), you understand and agree that we will save your card details in a manner compliant with our PCI DSS certification.

The next time you make a payment using the Services, you will not be required to enter your saved card details. You can simply click on the saved card, while making a payment request and your payment instructions will be sent to the Payment System Providers for authentication, authorization and processing.

While the faster checkout option is available on all PayUmoney Sites, the second part 'auto-read OTP' option is currently only available on your mobile application.

Auto-Read of One Time Password ("OTP")

OTP is a one-time password, which is provided by your issuing bank in order to carry out the second factor authentication of your debit/credit card. If you register for our 'One Tap' feature, you understand that we will be able to retrieve your OTP from the message received on your mobile and populate and submit the OTP on the issuer's page for second factor authentication of your debit/credit card.

In order to avail the entire 'One Tap' feature, you may go to the settings page of your PayUmoney Account and activate the same.

You understand that you have agreed to select the 'One Tap' feature in whole or in part at your own risk and for your convenience. You agree that we are only acting as your technology intermediary and eliminating the need for you to manually enter your card details or OTP. All information and instructions received from your PayUmoney Account will be deemed to have been authorized by you and we shall not be liable for any unauthorized use of your PayUmoney Account or any unauthorized transactions made using the whole or any part of the 'One Tap' feature'.

It is to be clarified that the 'One Tap' feature doesn't avoid the two-factor authentication system, it only provides a technology platform which eliminates the need of manual typing of card details and OTP by you. We emphasize that we are not involved in the authentication, authorization and processing of your payment request and only facilitate you in sending such payment instruction to the Payment System Provider.

In the event that your device (mobile, tablet, laptop, etc.) is stolen/lost or you suspect any unauthorized use of your PayUmoney Account, please ensure you go to the settings page of your PayUmoney Account and de-activate the 'One Tap' feature immediately. You should also inform us of the same after de-activation at care@payumoney.com. In the event that you have de-activated the 'One Tap' feature and informed us of the same and thereafter an unauthorized transaction is made, we will take responsibility for the same provided that you provide us with adequate information that the transaction was not made by you or any person that you know. We shall determine that legitimacy of the claim at our sole discretion.

For further instructions on how you can protect yourself from any misuse or unauthorized use of your PayUmoney Account and the 'One Tap' feature, please carefully read the entire Terms and Conditions provided herein with special emphasis on clause 13 below.

14. SECURITY PROCEDURES

Unauthorized access to your financial information: To help prevent unauthorized access to your personal financial information, You agree to:

- (a) maintain the security of your account by not sharing your password with others and restricting access to your account on your computer or mobile or other device;
- (b) ensure that you logout from your PayUmoney Account each and every time you use it;
- (c) ensure that you have a lock such as a pattern lock, password protection, etc. on your device and not leave your computer or mobile or other device unattended or unlocked; and
- (d) take responsibility for all activities that occur under your PayUmoney Account and accept all risks of unauthorized access. If you believe your password or devices has been lost or stolen, or if you suspect any fraudulent activity, please immediately de-activate the 'One Tap' feature as detailed above and report this to us immediately at care@payumoney.com.

You are solely responsible for any unauthorized access to your personal or financial information that result from your failure to properly follow the Security Procedure detailed in these Terms and Conditions. PayUmoney will not be liable for any loss, damage or other liability arising from your failure to comply with the terms and conditions herein or from any unauthorized access to or use of your PayUmoney Account. We will also have no liability and you agree to assume all risk of loss that arises out of or relates to any loss or theft of your device or any information contained within any device.

Risks: The use of a device such as mobiles, tablets and laptops involves risks as also does the usage of internet. For example, sensitive personal information or financial data that is transmitted from or to a device or internet may be intercepted and used by third parties without your knowledge. Viruses, spyware and other "malicious code" can also be downloaded to your devices without your knowledge. By using a device and internet to access the Sites, you assume all of those risks and agree that we will have no liability whatsoever to you for any loss or theft (including identity theft) occurring as a result of such risks.

PCI DSS AND ISO Certification: We provide Payment Card Industry (PCI) Data Security Standard (DSS) certified Level 1 and ISO 27001 certificated services. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Encryption: Data transferred via the Sites is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Sites are secure, you acknowledge that mobile transmissions and the Internet are inherently insecure and that all data transfers, occur openly and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing our Sites will not be monitored or read by others.

Additional Security Procedures: We may from time to time use reasonable additional or alternative procedures to ensure the security and confidentiality of your payment transactions through our Sites. At all times you agree to comply with all security procedures we may impose in connection with your use of the Sites. You agree that all security procedures we use are commercially reasonable, and to the extent allowed by law, you assume all risk of loss for unauthorized transactions where we have followed our then-current security procedures.

Duty of Reasonable Care: We will exercise good faith and reasonable care in processing your transactions in accordance with these Terms and Conditions. You will similarly exercise good faith and reasonable care in:-

- (i) using the Sites,
- (ii) observing and maintaining security procedures,>
- (iii) communicating with us, and>
- (iv) In reviewing your transaction records for any errors or discrepancies.

Dropped calls, lost signals: If the internet connection to your device is interrupted or disconnected at any time before signing off, you must confirm that your payment requests have been received by us. We are not responsible for disconnections or interruptions in service or for failing to complete any payment request that we have not received as a result of any disconnection or interruption of the internet connection on your device.

Compatibility: The protocol that we use may be different from that used by your device or internet carrier. We make no representations or warranties that your device or any carrier will be compatible with our system requirements or otherwise allow you to make payment requests using the Sites.

15. SNEAK PREVIEW FEATURE

From time to time, we may include new and/or updated pre-release features and trial use ("Sneak Preview" features) in Services for your use and which permit you to provide feedback. You understand and agree that your use of Sneak Preview features is voluntary and we are not obligated to provide you with any Sneak Preview features or any notification of the same. Additionally, we may revoke services provided under the Sneak Preview feature at any time. Furthermore, if you decide to use the Sneak Preview features you agree to abide by any rules or restrictions we may place on them. You understand that once you use the Sneak Preview features, you may be unable to revert to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Sneak Preview feature back to the earlier version. The Sneak Preview features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Sneak Preview features is at your sole risk.

16. DISCLAIMER REGARDING SELLERS, SELLER'S PRODUCTS AND RELATED THIRD PARTIES

All obligations with respect to the delivery of goods and services and/or acknowledgement of payment will be solely that of the Merchant/Biller and not of PayUmoney. Notwithstanding the dispute resolution assistance provided by PayUmoney, all disputes regarding quality, merchantability, non-delivery, and delay in delivery or otherwise will be directly between you and the Merchant/Biller without making us and/or the Payment System Providers, a party to such disputes.

We make no representations or guarantees regarding Merchants/Billers utilizing our Services. Use of our Services in no way represents any endorsement by us of a Merchants/Billers existence, legitimacy/legality, ability, policies, practices, beliefs as well as the Merchants/Billers goods and services or reliability. The Merchant alone will be responsible to you and we will not have any responsibility or liability towards you in this respect.

The relationship between us and the Merchants/Billers is on principal-to-principal basis. We have no connection or interest of whatsoever nature in the business of the Merchants/Billers or the goods/services offered / marketed by the Merchant/Biller. We do not in any manner take part in their business, directly or indirectly and are nowhere concerned or connected to the revenue of the Merchants/Billers. We will only provide payment aggregator and collection services to the Merchant/Buyer in our capacity as an intermediary. For the use of our services, the Seller pays us Fees as posted on our website and we nowhere connected or concerned about the revenues of the Seller or the Payment System Providers.

Further it is not our responsibility to monitor in any manner the use of the payment mechanisms by you for purchasing goods and services from the Merchant or aiming your bill payment to the Billers. You are using the payment mechanisms at your sole option and risks.

17. LIMITED LICENSE TO USE THE SERVICES

We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign, to electronically access and use the Services solely to access and use the Services for their intended purpose of enabling you to instruct a payment transaction, view your PayUmoney Account dashboard and use other valued added services. You will be entitled to download updates to the Services, subject to any additional terms made known to you at the time, when we makes these updates available. All other uses are prohibited.

While we want you to enjoy the Services subject to these Terms and Conditions, you should not yourself or permit any third party to do any of the following:

- (a) access or monitor any material or information on our system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this clause that expressly grants you an exception to this prohibition;
- (b) copy, reproduce, alter, modify, dismantle, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us;
- (c) transfer any rights granted to you under these Terms and Conditions;
- (d) violate the restrictions in any robot exclusion headers on the Services, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble, decode or attempt to decode or reverse engineer the Services or to in any way override or break down any protection system integrated into the Services;
- (e) Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services;
- (f) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by us to others, or impose an unreasonable or disproportionately large load on our infrastructure;
- (g) create a derivative software program;
- (h) any resale or commercial use of the Services such as permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement;
- (i) the distribution, public performance or public display of the Services or any materials therein;
- (j) downloading (other than page caching) of any portion of the Services or any information contained therein, except as expressly permitted by us; or
- (k) Otherwise use the Services except as expressly allowed under this Agreement.

Any use of the Services other than as specifically authorized herein may result in, among other things, termination or suspension of your right to use the Services. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time, and will continue until such time as you cease to use or access the Services or your use or access to the Services is terminated by us.

18. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The Service are protected by copyright, trademarks, patents, trade secret and/or other intellectual property laws. We own the title, copyright and other worldwide intellectual property rights in the Services and all copies of the Services. In addition, this Agreement does not grant you any rights to the intellectual property rights in the Services;

In addition, "PayUmoney", "PayUmoney.com", "PayUmoney Destination", "PayUmoney Application", "PayU Biz", and any other name, brand name, logo, wordmark, trademark, service marks, slogan of PayUmoney are trademarks of PayUmoney or of our affiliates, group company, service providers, etc. and should not be copied, imitated or used, in whole or in part, without our prior written permission or the applicable trademark holder.

You should not use any metatags or any other "hidden text" utilizing "PayUmoney" or any other name, trademark or product or service name of PayUmoney without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, the service mark, user interface, trademark and/or trade dress of PayUmoney and may not be copied, imitated or used, in whole or in part, without our prior written permission.

Nothing contained herein authorizes you to use or in any manner exploit any intellectual property rights of ours or our affiliates, group companies, service providers, the Payment System Providers, without our prior written consent, except where consent is already provided under these Terms and Conditions.

You may choose to, or we may invite you to, submit comments or ideas about the Services, including without limitation about how to improve the Service or our products. By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

19. COUPON REDEMPTION

Coupon redemption is purely subjected to standard and specified terms and conditions mentioned by the respective issuer of the coupon. Coupons are issued on behalf of the respective issuer of coupons. We cannot be held liable for any damages, injuries, losses incurred by the end user by use / non-use of such coupon.

20. OFFERS, DISCOUNTS, CASHBACK, USER PROGRAMS

If you avail any offers, discounts, cashbacks, coupons and you programs, etc. ("Offers") provided by us or our partner, you are agreeing to comply with and accept the terms and conditions provided in respect of such Offers. Further, you understand that all terms and conditions provided with respect to any Offer shall form part of this Agreement and shall be read in conjunction with this Agreement.

21. ONLINE AND MOBILE ALERTS AND COMMUNICATION POLICY

We may from time to time provide automatic alerts and voluntary PayUmoney Account or payment related alerts. Further automatic alerts may be sent to you following certain changes to your PayUmoney Account or information, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Services. We may add new alerts from time to time, or cease to provide certain alerts at any time upon our sole discretion. Each alert has different options available, and you may be asked to select from among these options.

By accepting the terms and conditions and/or using the Services, you accept that we may send the alerts to your registered mobile phone number and/or registered email id. You acknowledge 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 you may not get / get after delay any alerts sent during such period.

Electronic alerts will be sent to the email address provided by you as your primary email address for the Services. If your email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

We will make best efforts to provide the Service and it shall be deemed that you shall have received the information sent from us as an alert on your registered mobile phone number or email id and we shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold us liable for non-availability of the service in any manner whatsoever.

You acknowledge that the SMS service or email service provided by us is an additional facility provided for your convenience and that it may be susceptible to error, omission and/ or inaccuracy. In the event you observe any error in the information provided in the alert, you shall immediately inform us about the same. We will make best possible efforts to rectify the error as early as possible.

You further acknowledge that the clarity, readability and promptness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. We shall not be responsible for any non-delivery, delayed delivery or distortion of the alert or for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert in any way whatsoever.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your user name and some information about your PayUmoney Accounts. Depending upon which alerts you select, information such as a PayUmoney Account balance or the due date for your bill payment may be included. Anyone with access to your email will be able to view the content of these alerts.

You agree to indemnify and hold us harmless and the SMS/email service provider including its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever including legal charges and attorney fees which we and the SMS/email 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 you, and/or
- (ii) you providing incorrect number or providing a number that belongs to that of an unrelated third party.

You also agree to receive information regarding what we perceive to be of your interest based on your usage history via SMS, email & phone call. This includes offers, discounts and general information.

By accepting the terms and conditions you acknowledge and agree that PayU may call the mobile phone number provided by you, while registering for the Service or to any such number replaced and informed by you, for the purpose of collecting feedback from you regarding the Services.

Grievances and claims related to Services should be reported to PayUmoney Care Team in the manner provided on the website.

22. OUR FEES

You understand that you may be charged a fee with respect to your use of the Services. Further, we may also charge a fee with respect to certain optional valued added services that you elect to use. The amount of the fee will be displayed to you on the payment page. You agree to pay all such fees and charges as may be applicable to the Services you use and authorize us to add the fee to the amount of the bill payment you request or bill you separately for such fees. We agree and accept that reserve the right to change the fee structure from time to time.

23. DORMANT ACCOUNTS

If there is no activity in your PayUmoney Account (including access or payment transactions) for a period of six (6) months, we may close your PayUmoney Account.

24. PRIVACY

Your privacy is very important to us. Upon acceptance of these Terms and Conditions, you confirm that you have read, understood and accepted our Privacy Policy.

25. TERMINATION

Our Right: We reserve the right, without notice and in its sole discretion, to terminate your access to, and use of, of the Services and to block or prevent your future access to, and use of, the Services. Upon termination, you must uninstall any copies of the Services from your computer and/or mobile or other devices. We will not be liable to you for the termination of the Services or for any consequence arising out of termination of the Services.

Your Right: You may terminate this Agreement by closing your PayUmoney Account at any time. Upon closure of a PayUmoney Account, any pending transactions will be canceled.

Force Majeure: We will have to the option to suspend or terminate this Agreement and the Services with immediate effect on the occurrence of a force majeure event.

26. EFFECT OF TERMINATION

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or any termination or suspension of the Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us, and/or the Payment System Providers as provided in this Agreement.

27. DISCLAIMER

The Services are provided on an "as is" and "as available" basis. Use of the service is at your own risk. To the maximum extent permitted by applicable law, the Services is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Without limiting the foregoing, we, Payment System Providers, and its processors, (and their respective subsidiaries, affiliates, agents, directors, and employees) do not warrant that the content is accurate, reliable, correct or error free; that the Services will meet your requirements; that the Services and the Payment System Providers' payment mechanism will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Services is free of viruses or other harmful components; that the hyperlinks will function properly at all times; at any particular time, that information on the Services will at all times or at any particular time be correct, complete or timely; or that all portions of the Services are secure. We further make no warranty with regards to the products or services that are paid for with the Services or the time or date in which scheduled payments are completed with the Services.

Any content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk, and you will be solely responsible for any damage to your property or loss of data that results from such download. No advice or information, whether oral or written, obtained by you from us or through the Services will create any warranty not expressly stated herein.

We will not be liable to you for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of access to payment gateway; interruption or stoppage PayUmoney Sites; non-availability of connectivity links/hyperlinks.

Our sole obligation and your sole and exclusive remedy in the event of interruption in Services or loss of use and/or access to Services, will be to use all reasonable endeavours to restore the Services and/or access as soon as reasonably possible.

The Services are controlled and operated from and in India. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Indian laws, rules, regulations, guidelines including but not limited to export and import regulations and RBI regulations. You should not use the Service if you are a resident of a country embargoed by the India, or are a foreign person or entity blocked or denied by the Indian government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in India.

28. INDEMNIFICATION

You agree to defend, indemnify and hold harmless PayUmoney, our independent contractors, Payment System Providers and our directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) any actual or alleged breach of these Terms and Conditions or any other terms, policies or guidelines provided by us, Payment System Providers or Card Associations;

(b) any actual or alleged violation of applicable laws or rules of any payment card association, network or company;

(c) your wrongful or improper use of the Services; or (d) your violation of the rights of any third party.

29. LIMITATION OF LIABILITY

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.

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 any fee, you pay to us, if any, to access or use the Services.

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.

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.

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 your 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 PayUmoney Account, even if that payment is unauthorized.

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.

30. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of this Agreement may be brought exclusively in the competent courts/tribunals having jurisdiction in New Delhi in India and irrevocably submit themselves to the jurisdiction of such courts / tribunals.

31. RIGHT TO AMEND OR MODIFY

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. We may also change the Services, including applicable fees, in our sole discretion. If you do not agree to the changes, you may stop using the Services. Your use of the Services, after implementation of the change(s) will constitute your agreement to such change(s). You agree that we shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services.

We may modify these Terms and Conditions from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

32. THIRD PARTY SERVICES AND LINKS TO OTHER WEB SITES

We may display third party content or advertisements through the Services and may provide links that will take you to web pages and content of third parties that are not under our control (collectively, "Third Party Content"). We make no representation, warranty, promise or guarantee whatsoever concerning any aspect of any Third Party Content, including without limitation regarding its accuracy or completeness. You agree that your use of all Third Party Content is entirely at your own risk. We provide Third Party Content solely as a convenience to you, and the provision of such a link is not an endorsement by us of any aspect of the Third Party Content. You acknowledge and agree that we are not responsible or liable in any manner for any Third Party Content and undertake no responsibility to update or review any Third Party Content.

Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. If you browse and interact on any other website, including those that have a link on our website, this will be subject to that website's own rules and policies.

33. ASSIGNMENT

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of this Agreement. We will provide an intimation of such assignment to you, which will be binding on the parties to these Terms and Conditions.

34. FORCE MAJEURE

We will not be liable for failure to perform under this Agreement as a result of any event of force majeure like acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or state, central governments, change in laws, rules and regulations, affecting our and/or the Payment System Providers performance.

35. WAIVER

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under these Terms and Conditions will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under these Terms and Conditions will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

36. SURVIVAL OF PROVISIONS

The terms and provisions of these Terms and Conditions that by their nature and content are intended to survive the performance hereof by any or all parties hereto will so survive the completion and termination of this Agreement.

37. SEVERABILITY

If any provision of these Terms and Conditions is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision will apply with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions of these Terms and Conditions unlawful or otherwise ineffective, the remainder of these Terms and Conditions will remain in full force and the unlawful or otherwise ineffective provision will be substituted by a new provision reflecting the intent of the provision so substituted.

38. NON-EXCLUSIVITY

It is agreed and clarified that this Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar terms and agreements with others.

39. NOTICES

All notices, requests, demands, waivers and other communications required or permitted to be given under these Terms and Conditions will be in writing to be sent to the following addresses:

For PayUmoney:
Attn: Legal Department
PayU Payments Private Limited,
9th Floor, Bestech Business Tower,
Sector 48, Sohna Road,
Gurgaon 122001, Haryana
Or care@payumoney.com

For you: To the name and address provider for at the time of registration.

Or, in each case, at such other address as may be specified in writing to the other parties in accordance with the requirements of this clause. All such notices, requests, demands, waivers and other communications will be deemed duly given

(i) if by personal delivery, on the day after such delivery,

(ii) if by certified or registered mail, on the tenth day after the mailing thereof,

(iii) if by courier service or similar service, on the day delivered, or

(iv) if emailed, on the day following the day on which such email was sent, provided that a copy is also sent by registered mail.