

Terms & Conditions for gifting of FamCards

- These terms of service ("**Terms**") are issued by FamPay Solutions Private Limited ("**FamPay**") in relation to gifting of 'FamCards'. Please read these Terms carefully, before you use our platform for gifting of the 'FamCards' or any services relating to it. These Terms are a legally binding document and govern your use of our service of gifting 'FamCards', through our [website](#) and our mobile application called FamPay (collectively, the "**Platform**").
- **FamCard:** FamPay is only a marketing and distribution partner of IDFC FIRST Bank Prepaid Card, ie, the "**FamCard**". FamPay has entered into a co-branding agreement with IDFC FIRST Bank Ltd., a banking company incorporated under the laws of India, having its principal place of business/registered office at 8th Floor, No. 1 Harrington Road, Chetpet, Chennai 600 031 ("**IDFC**"). Pursuant to this agreement, IDFC will issue the FamCards, which will be co-branded and marketed by FamPay and offered through the Platform.
- These Terms are a binding agreement between you, the user / Receiver of the FamCard, IDFC and FamPay (acting on behalf of IDFC). These Terms are in addition to and not in derogation of any other terms stipulated by IDFC and FamPay from time to time.
- **The FamCard and all associated offers, rewards and benefits shall be governed by the terms and conditions of FamPay and IDFC, as issued from time to time, and set out in more detail at the following link: <https://fampay.in/terms>**
- **Eligibility and Process:**

Any person ("**Sender**") can go to FamPay's [website](#) and order a FamCard as a gift for a person between 11-20 years of age ("**Receiver**").

Please note that the FamCard **CANNOT** be gifted to any persons below the age of 11 (eleven) and above the age of 20 (twenty).

While ordering the gift FamCard, FamPay will request the following details of the Sender and Receiver of the FamCard:

- a) name of Sender and Receiver;
- b) mobile number of Sender and Receiver;
- c) address of Receiver;
- d) age of Receiver;
- e) relation between the Sender and Receiver; and
- f) address of Sender (in case billing address is not the same as the delivery address).

The details obtained by FamPay are subject to FamPay's privacy policy set out at the following link: <https://fampay.in/privacy>.

Once the Sender places the order for the FamCard and pays for it through the payment gateway, FamPay will deliver the FamCard to the Receiver's address as provided by the Sender. FamPay is not responsible for the veracity of the details provided.

The Receiver can activate the FamCard by downloading the FamPay app and completing the Know Your Customer ("**KYC**") process. The Receiver will not be able to use the FamCard or the FamPay wallet without completing the KYC process. The activation of the FamCard is governed by FamPay's terms and conditions, set out in more detail at <https://fampay.in/terms>.

It is hereby clarified that only persons between 11 - 20 years of age are eligible to obtain the offers, benefits and rewards associated with the FamCard, and any person not qualifying such age criteria shall not be permitted to use the FamCard.

- **Returns, Cancellations and Refunds:**

In the event the Sender has entered the incorrect delivery details for the FamCard and our delivery agent is unable to deliver the FamCard due to such incorrect details, the FamCard would be returned to FamPay. In case FamPay has a separate billing address as provided by the Sender, FamPay shall then attempt to deliver such FamCard to the Sender's address.

If you find out that the wrong FamCard has been delivered to you or the Receiver, you can contact us immediately at support@fampay.in to get the issue resolved. In such case, you can return the entire package (subject to the FamCard being fully intact, unused and not activated, which shall be examined and confirmed by FamPay at its sole discretion) within a period of 7 (seven) days in order to get a replacement. We have a no-refund policy. You should notify us immediately if you find that the delivered package has been tampered with or soiled in any way so that it can be replaced.

Apart from the above circumstances, no returns and/or refunds on the FamCards are accepted. Please check FamPay's terms and conditions regarding returns and refunds at <https://fampay.in/terms> for more details.

Further, an order for a FamCard once placed, cannot be cancelled. If you wish to cancel, return or request a refund on your FamCard order under exceptional circumstances, please email us at support@fampay.in and explain the circumstances and your reason for the request. If your request is valid, we will make reasonable efforts to honour the request, subject to applicable laws and the terms and conditions as stipulated by FamPay and/or IDFC from time to time. FamPay reserves the right to reject any such requests at its sole discretion.

FamPay also reserves the right to cancel the FamCard so issued, if the same is found to have been purchased using fraudulent means or is being used for illegal purposes or if the beneficiary / KYC details as per RBI guidelines are found to be incorrect/insufficient

- All of the content on the Platform, including, all images, illustrations, graphics, video clips, text, reports generated, trademarks, as well as the underlying code of the Platform, constitutes our intellectual property (of IDFC or FamPay as the case may be).
- FamPay is not responsible if a FamCard is lost, stolen, destroyed or used without permission. Additionally, a FamCard cannot be transferred for value or redeemed for cash or credit.
- FamPay does not make any warranties, express or implied, with respect to the FamCard, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event that the FamCard is non-functional, your sole remedy will be the replacement of such FamCard.
- FamPay reserves the right, but are not obligated, to limit the sales of its products or services to any person, geographic region or jurisdiction. FamPay may exercise this right on a case-by-case basis. FamPay reserves the right to limit the quantities of any products or services that it offers. All descriptions of products or product pricing are subject to change at anytime without notice, at FamPay's sole discretion. FamPay reserves the right to discontinue any product at any time.
- The Sender and Receiver agree to indemnify, defend and hold harmless FamPay and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the Sender's or Receiver's breach of these Terms or the documents they incorporate by reference, or Sender's or Receiver's violation of any law or the rights of a third-party.
- These Terms are subject to revision at any time at FamPay's discretion. Further, in the event that any provision of these Terms 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, such determination shall not affect the validity and enforceability of any other remaining provisions.

- Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.