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User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the services provided by TRANSCORP on this website. Our services are available only to those individuals or companies who can form legally binding contracts under the applicable law. Therefore, user(s) should not be a minor or otherwise incompetent as per Indian Law; i.e. user(s) must have completed the age of 18 years of age to be eligible to use our online services.

TRANSCORP advises its users that while accessing the web site, they must follow/abide by the applicable laws. TRANSCORP is not responsible for the possible consequences caused by your act/behaviour during the use of this web site. TRANSCORP may, in its sole discretion, refuse the service to anyone at any time without assigning any reason.

Terms and conditions of usage of PPI's: (PPI includes all variants of Semi closed instruments issued by Transcorp International Limited in physical and virtual form):

- 1. This prepaid payment instrument (PPI) is governed by the Payment and Settlement Systems Act, 2007 & Regulations made there under, Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 ("RBI Guidelines") and is also subject to directions / instructions issued by the Reserve Bank of India (RBI) from time to time in respect of redemption, repayment, usage etc. and Transcorp International Ltd. (Transcorp) does not hold any responsibility to the PPI holder in such circumstances.
- 2. The PPI should be utilised by individuals above 18 years of age.

- 3. PPI may be used for making payment of utility bills & essential services. In case of non-utility bills or non-essential services, the PPI may be used subject to compliance of KYC requirements as prescribed by RBI from time to time. The maximum value of a Prepaid Card is Rs. 1,00,000 and is enabled on it after submitting requisite KYC documents.
- 4. Transcorp may use the KYC submitted by you for business purposes. You hereby consent to (i) receiving e-newsletters as well as other communications containing offers etc. and (ii) Transcorp providing your information to sponsor/s and/or companies associated with it for the purpose of providing you with offers and/or information.
- 5. You hereby agree to use the PPI for all transactions with prescribed merchants for the products/services as mentioned by the merchant on its website and further agree not to use it for any unlawful purpose/activities. You will neither abate nor be a party to any illegal/criminal/money laundering/terrorist activities undertaken by using PPI.
- 6. Any instances of Fraud or misuse of PPI will be resolved as per the Customer Grievance Policy of the company. Please refer the same for more details.
- 7. You hereby declare that your name does not at anytime appear in the consolidated list of Terrorist Individuals / Organisations (Al Qaida or the Taliban) as circulated by RBI from time to time.
- 8. Transcorp shall not be liable / responsible for any defect in the product / merchandise / goods or services purchased / availed using PPI. Any dispute or claim regarding the product /merchandise / goods or services purchased / availed on the website of the merchant using PPI must be resolved with the designated merchants. Transcorp does not own any responsibility to the PPI holder in such circumstances.
- 9. Transcorp may charge payment gateway service fees to you for use of the PPI on the designated merchants. The said fees will be displayed on payment gateway page at the time of transaction or as listed on the website as applicable from time to time.
- 10. No redemption or cash withdrawal is permitted on PPI, except as per directions of the RBI, if any.
- 11. This PPI is valid for 4 years from date of activation or date of first usage whichever is later. Any unutilized balance remaining PPI after the date of expiry will be treated as per the RBI Guidelines.
- 12. The property in this PPI belongs to Transcorp. If found, please return it to: Transcorp International Limited, Plot No. 3, HAF Pocket, Sector 18A, Dwarka, Phase-II, New Delhi-110075.
- 13. In case the PPI is lost or misplaced, you shall promptly inform Transcorp in writing (letter/e-mail). The PPI shall then be blocked and Transcorp may issue new PPI as per prescribed procedure in this regard with the balance amount for a nominal charge as may be prescribed by Transcorp from time to time.
- 14. Any duplication of PPI will be subject to cancellation.
- 15. The PPI cannot be used for transactions in foreign currency. The PPI can be used only for online/on mobile transactions with the merchants governed by Indian laws.
- 16. The PPI once utilised for any transaction cannot be reverted back.
- 17. PPI is not transferable.
- 18. Transcorp reserves the right at any time to refuse for any reason whatsoever, the use of the PPI on the website/mobile application of designated merchants.

- 19. You shall promptly inform Transcorp of any change of your name, mailing address, e-mail address or any other required data provided for the issuance of PPI and submit the fresh KYC documents in respect of such change, as may be demanded by Transcorp.
- 20. For resolving any dispute, Transcorp has formalised "Customer Grievance Redressal Policy" which is available on the website of All disputes arising out of any transaction pertaining to the use of this PPI shall be subject to this policy. Any further litigation shall be governed by exclusive jurisdiction of the courts in Jaipur.
- 21. All transactions done by using PPI are subject to applicable Indian laws.
- 22. Transcorp reserves the right to amend, alter, delete, insert and revise these terms and conditions without any prior notice/intimation to customer.

## **Call center information**

- 1. For further details and enquiries, contact our Call Centre No. 7597182222
- 2. You can also email us at <a href="mailto:cards@transcorpint.com">cards@transcorpint.com</a> or visit <a href="www.Transcorpint.com">www.Transcorpint.com</a> and submit your queries and details.

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User(s) hereby further agree to indemnify and save Transcorp, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full

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Transcorp shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:

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- Any defect in goods, samples, data, information or services purchased or obtained from a User(s) or a third-party service provider through the web site;
- Violation of Third Party Rights or claims or demands that User(s) manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights; or claims by any partythat they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- Unauthorized access by third parties to data or private information of any User(s);
- Statements or conduct of any User(s) of the web site; or
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Some of the content displayed on the website is provided or posted by third parties. User(s) can post their content on some of the sections/services of the web site using the self-help submit and edit tools provided at the respective section. User (s) may need to register and/or pay for some of these services. TRANSCORP in such case is not the author. The content here is contributed by anonymous, registered or paid user(s). Neither TRANSCORP nor any of its affiliates, directors, officers or employees has entered into sale agency relationship with such third party by virtue of our

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User(s) solely represent, warrant and agree to:

- (a) provide TRANSCORP with true, accurate, current and complete information to be displayed on the web site and
- (b) maintain and promptly amend all information to keep it true, accurate, current and complete.

User(s) hereby grant an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to TRANSCORP to display and use all information provided by them in accordance with the purposes set forth in Term and to exercise the copyright, publicity, and database rights you have in such material or information, in any form of media, third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on the web site, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the web site (hereafter referred to as "Third Party Rights").

User(s) hereby represent, warrants and agree that user(s) shall be solely responsible for ensuring that any material or information you post on the web site or provide to web site or authorize the web site to display, does not, and that the products represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights. User(s) hereby represent, warrant and agree that they have the right to manufacture, offer, sell, import and distribute the products offered and displayed on the web site, and that such manufacture, offer, sale, importation and/or distribution of those products violates no Third Party Rights.

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- Contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited byapplicable law, or otherwise promote other illegal activities;
- Be part of a scheme to defraud other User(s) of the web site or for any other unlawful purpose;
- Relate to sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy, or any other Third Party Rights;
- Violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- Be obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation orage;

- Contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law or regulation;
- Solicit business from any User(s) in connection with a commercial activity that competes with TRANSCORP;
- Contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
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In connection with any of the foregoing, web site may suspend or terminate the Account of any User as Transcorp deems appropriate in its sole discretion. User(s) agree that Transcorp shall have no liability to any User(s), including no liability for consequential or any other damages, in the event Transcorp takes any of the actions mentioned in this Section, and that you agree to bear the risk that web site may take such actions.

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User(s) acknowledge that user(s) fully assume the risks of purchase and sale transactions when using the web site to conduct transactions, and that user(s) fully assume the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the web site.

Such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the

manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights, and the risk that you may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers, other purchasers, endusers of products or others claiming to have suffered injuries or harms relating to product originally obtained by user(s) of the web site as a result of purchase and sale transactions in connection with using the web site may suffer harms and/or assert claims arising from their use of such products. All of the foregoing risks are hereafter referred to as "Transaction Risks".

User(s) agree that TRANSCORP shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may occur/arise as a result of or in connection with any Transaction Risks. User(s) are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the web site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. In the event of a dispute with any party to a transaction, user(s) agrees to release and indemnify TRANSCORP (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. User(s) may use the content/features on web site solely for their personal or internal purposes. User(s) agree that they will not use TRANSCORP database and/or services to send junk mail, chain letters or spamming or the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Further, as a Registered User, user(s) will not use the Email Account to publish, distribute, transmit or circulate any unsolicited advertising or promotional information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, or which incites or results in causing racial hatred, discrimination, menace or breach of confidence.

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TRANSCORP may change, modify, amend, delete or update this terms and conditions from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the service will signify your acceptance of the changed terms.

#### NOTICES:

All notices or demands to or upon web site shall be effective if in writing and shall be duly made when sent to Transcorp International Limited on the following Address:

#### To:

Transcorp International Limited,

Plot No. 3, HAF Pocket, Sector 18A, Dwarka, Phase-II, New Delhi-110075

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to web site, or by posting such notice or demand on an area of the web site that is publicly accessible without a charge.

Notice to a User(s) shall be deemed to be received by such User(s) if and when web site is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon web site's posting such notice on an area of the web site that is publicly accessible without charge.

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# **CHARGES**

- a) Charges shall include:
  - (a) Any fees charged by Transcorp in respect of the Prepaid Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable, non-transferrable and non-assignable in nature.
  - (b) Service Charges on specific types of Transactions. The method of computation of such charges will be as notified by Transcorp from time to time on its website: www.transcorpint.com
- b) All Charge, in the absence of manifest error, shall be final and binding on the Customer and shall be conclusive in nature.
- c) All statutory taxes, goods and service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Prepaid Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other

authority in respect of or in connection with the Prepaid Card, will be borne by the Customer.

# **SCHEDULE OF CHARGES**

Fees	Amount
Card Issuance	INR 250 per Card
Card Replacement	INR 250 per card
Fuel Surcharge	1% of transaction amount +Tax

Note: The above fees and charges may change as per changes from regulatory/card network/Merchant changes

Nothing contained herein shall, however, prevent Transcorp from deducting tax deductible at source as required under the Applicable Laws, from any Transaction through the Prepaid Card.