

# TERMS & CONDITIONS OF SERVICE AGREEMENT

## 1. User's Acknowledgment and Acceptance of Terms

- 1.1 Payvega is a product of Social Buy Online Retail Private Limited ("**Us**", "**Our**", "**We**"). We provide to you, the user ("**you**" or "**your**" or "**user**"), an opportunity to avail of the services (defined in Clause 2 below) through Payvega, which is an application ("**Application**") hosted located at / on www.facebook.com ("**Host**"), subject *inter-alia* to all the terms and conditions contained or referenced in this Terms & Conditions of Service Agreement ("**TCSA**"), as well as any other agreement (whether in writing or through an electronic form) that may be entered into between you and us. Additionally, your availing of the services through the Application shall be subject to any posted rules applicable to such particular service that may contain terms and conditions in addition to those in the TCSA. All such rules are hereby deemed to be incorporated by reference into this TCSA.
- 1.2 You are eligible to use this Application as a consequence of having an account ("**Facebook Account**") on the Host.
- 1.3 By using this Application, you agree to be legally bound by the TCSA. If you do not wish to be bound by the TCSA, you may choose to exit the Application. You agree that your remedy for dissatisfaction with the Application, or any services, content, or other information available on or through this Application, is to stop using the Application. Your acceptance and obligation to comply with this TCSA becomes effective immediately upon commencement of your use of the Application.
- 1.4 We expressly reserve the right to change all or any of the terms and conditions forming part of the TCSA, from time to time, without prior notice. You acknowledge and agree that it is your responsibility to review the Application and the TCSA from time to time and to familiarize yourself with any modifications made thereto. Your continued use of the Application after such modifications will constitute an acknowledgement and acceptance of the modified TCSA and an agreement to abide and be bound by the same.
- 1.5 As used in this TCSA, references to our "**Affiliates**" include our owners, subsidiaries and affiliated companies, and includes (without limitation) all parties involved in creating, producing and/or delivering this Application and all the services hereunder but would not include the Host and Vendors (defined below).

## 2. Services

- 2.1 The service (hereinafter "**Service**" or "**Services**") provided by us through Payvega enables you to purchase a variety of products and services offered by a number of third party merchants, including but not limited to restaurants, shops and bars, cinemas, café's ("**Vendor(s)**") (with whom we have an arrangement by an independent contract) *inter-alia* at a discounted price. This service is more particularly provided by our issuing in your favour and in the manner stated below, vouchers that can be redeemed by you within a certain validity period from the specified outlets / places of business of these Vendors ("**Payvega Voucher(s)**"), (subject to the terms and conditions under the TCSA).
- 2.2 You acknowledge that we have the right to change or discontinue any Service at any time, without notice. You further acknowledge that we may add or modify the procedures, modes, processes or conditions of purchase at any time to adapt to changes that we may make to the Services. You

agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any aspect of the Services.

### 3. Information we provide in relation to the Payvega Vouchers

- 3.1 In relation to each Payvega Voucher, your decision to purchase the same is based on the following information which will be specified on the Application:-
- (a) The price for each Payvega Voucher ("**Price**");
  - (b) The discount, in relation to the product or service, which you are entitled to, from a Vendor, by purchasing a specific Payvega Voucher, ("**Discount**" or "**Discounted Price**") or, as the case may be, the specific incentive / entitlement ("**Deal**") which you are entitled to by purchasing a Payvega Voucher; and
  - (c) The specific period of validity for each Payvega Voucher ("**Validity Period**").

### 4. Purchase of PAYVEGA Vouchers

- 4.1 In order to purchase a Payvega Voucher from us, you will have to place upon us (through the Application), an order to purchase a PAYVEGA Voucher which will be construed as an offer from you to us, to purchase the PAYVEGA Voucher. As a part of the offer to so purchase a Payvega Voucher, and for us to ascertain your identity, place of residence and mobile number, you will have to initially provide us with the following personal information:-
- (a) your name – (i.e. your first name and last name);
  - (b) your country of residence;
  - (c) your residential address along with its PIN Code / Postal Code;
  - (d) your e-mail address ("**E-Mail Address**"); and
  - (e) your mobile number ("**Mobile Number**");
- 4.2 The payment of the Price for purchasing a Payvega Voucher will have to be made by you as per Clause 8 below and shall constitute the full and final consideration for the issuance of the Payvega Voucher by us in your favour. You hereby agree upon the reasonableness of the Price and waive any right to object to the Price. You also agree that notwithstanding the completion of such payment, our acceptance of your offer to purchase a Payvega Voucher and the consequent contract evidencing the purchase of a Payvega Voucher shall be deemed to be completed only upon you receiving from us by an e-mail addressed to your E-Mail Address and a text message in the form of a short message service ("**SMS**") sent by us to your Mobile Number, confirming the purchase of the Payvega Voucher.
- 4.3 Along with the confirmation of the purchase of the Payvega Voucher, in terms of Clause 4.2 above, we will send to you an e-mail addressed to the E-Mail Address and a SMS to the Mobile Number, containing a unique alpha-numeric/ numeric code ("**Unique Voucher Code**") which has to be provided by you to the Vendor concerned at the time of redeeming the Payvega Voucher.

### 5. General Terms and Conditions applicable to all Payvega Vouchers

- 5.1 For the purpose of the TCSA, a Payvega Voucher will be considered to be redeemed when it is produced by you (either in physical or electronic form) to the concerned Vendor and is used to avail

of the Discount / Deal contained therein. Once a Payvega Voucher is so redeemed, the contract evidenced by that Payvega Voucher shall stand terminated and that Payvega Voucher shall not be available for reuse.

- 5.2 In the event a Vendor fails to complete a sale of a product or a service when presented by you with a valid Payvega Voucher, you acknowledge and agree that we will not be held liable for failure of the Vendor to make available any product or service therein.
- 5.3 Unless otherwise stated, you will not be entitled to receive any credit or cash-back for the value of the Payvega Voucher you don't redeem or use within the stipulated Validity Period as mentioned in the Payvega Voucher.
- 5.4 You agree that the Payvega Voucher issued is specific to the product or service selected and cannot be used for the purchase of any other product or service as offered by through the Application or the Vendor to which the Payvega Voucher relates.
- 5.5 Notwithstanding anything stated above, we reserve the right to cancel the purchase of a Payvega Voucher, made by you, at our sole discretion and for any reason whatsoever. Some situations that may result in the purchase of a Payvega Voucher being cancelled include, without limitation, non-availability of the Payvega Voucher or quantities of the Payvega Vouchers purchased by you, inaccuracies or errors in pricing information, or problems identified by our relating to credit card/debit card fraud. We may also require additional verifications or information after you have purchased a Payvega Voucher. We will contact you if all or any of the Payvega Vouchers purchased by you is / are cancelled or if additional information is required by us.
- 5.6 A Payvega Voucher issued in your favour shall be non-transferable, save and except as provided in the terms and conditions of the respective Payvega Voucher.
- 5.7 We strive to provide you with the best Discount / Deal possible on products and services which are redeemable by use of the Payvega Vouchers. However, we do not warrant or guarantee that the Discount will be the lowest in the city, region or geography where the Payvega Voucher is redeemable.
- 5.8 You agree that there is no relationship of agency or partnership between us and any of the Vendor and that our relationship with the Vendors is based on a principal to principal basis emanating from an independent contract.

## **6. Specific Terms and Conditions applicable to Restaurant-Specific Payvega Vouchers**

- 6.1 For the purpose of this Clause, '**Restaurant**' shall be defined as a Vendor that offers food and beverages (alcoholic and non-alcoholic) ("**Food and Beverages**") for sale in its regular business operations, and is making such Food and Beverages available to purchasers of Payvega Vouchers at the Discounted Price stipulated in each Payvega Voucher. In addition to the General Terms and Conditions contained in Clause 5 above, the following shall constitute the 'Terms and Conditions' for redeeming a Payvega Voucher where the Payvega Voucher relates to a Restaurant:
  - (a) Notwithstanding the description of a Restaurant given on the Application, we do not warrant the quality or hygiene of services or the Food and Beverages provided by the Restaurant and shall therefore neither be responsible nor liable for and the same in any manner and for any reason whatsoever. The provision of the services or the Food and Beverages provided by the Restaurant shall be the sole responsibility of the Restaurant alone.
  - (b) A Payvega Voucher is redeemable in its entirety only and may not be redeemed incrementally or in part.

- (c) The Validity Period for the redemption of a Payvega Voucher is determined by the Restaurants, and shall be mentioned on the respective Payvega Voucher.
- (d) Use of a Payvega Voucher for alcoholic beverages is subject to the law applicable in the State (of India) in which the Payvega Voucher is redeemable. It is clarified that if you are not eligible for consuming alcohol in the State in which the Payvega Voucher is redeemable, then you are not entitled to any refund from us, of the Price paid for purchasing such a Payvega Voucher in any eventuality.
- (e) It is at the discretion of the Restaurant to determine whether a Payvega Voucher can be combined with any other Restaurant vouchers, third party vouchers, coupons, or promotions and the like.
- (f) A Payvega Voucher cannot be used for any taxes, tips, service charges, or prior balances, unless permitted by the Restaurant.
- (g) A Payvega Voucher is valid for dine-in only unless otherwise specified on the Application.
- (h) Neither we nor the Restaurant are responsible for a lost or stolen Payvega Voucher or the Unique Voucher Code mentioned on it.
- (i) The reproduction, sale or trade of a Payvega Voucher is strictly prohibited. Any sale or trade of a Payvega Voucher will lead to that Payvega Voucher becoming void and invalid.
- (j) Any attempted redemption not consistent with the TCSA will render the Payvega Voucher void and invalid.
- (k) The Payvega Voucher (including, but not limited to any Discount or Deal provided therein) shall expire on the expiry of the Validity Period specified on it.
- (l) Restaurants will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to and shall abide by, those terms and conditions. The responsibility to do so is yours alone.

## **7. Specific Terms and Conditions for Non-Restaurant Payvega Vouchers i.e. Shops**

- 7.1 In addition to the General Terms and Conditions contained in Clause 5 above, the following shall constitute the 'Terms and Conditions' for redeeming Payvega Vouchers for purchasing products and/or services ("**Products and / or Services**") from Vendors other than Restaurants ("**Shop(s)**"):
- (a) Notwithstanding the description of a Shop given on the Application, we do not warrant the quality of Products and / or Services provided by the Shop and shall therefore neither be responsible nor liable for and the same in any manner and for any reason whatsoever. The provision of the Products and / or Services by the Shop shall be the sole responsibility of the Shop alone.
  - (b) A Payvega Voucher is redeemable in its entirety only and may not be redeemed incrementally or in part.
  - (c) A Payvega Voucher may be applied only to purchase the Products and / or Services sold by the Shop, and may not be applied to shipping or handling charges. Any sale or trade of a Payvega Voucher will lead to that Payvega Voucher becoming void and invalid.
  - (d) Neither we nor the Shop are responsible for a lost or stolen Payvega Voucher or the Unique Voucher Code mentioned on it. A Payvega Voucher cannot be combined with any other gift vouchers, third party vouchers, coupons, or promotions, unless otherwise specified by the Shop.
  - (e) Reproduction, sale or trade of a Payvega Voucher is strictly prohibited. Any sale or trade of a Payvega Voucher will lead to that Payvega Voucher becoming void and invalid.

- (f) Any attempted redemption not consistent with this TCSA will render the Payvega Voucher void and invalid.
- (g) The Validity Period for the redemption of a Payvega Voucher is determined by the Shops, and shall be mentioned on the respective Payvega Voucher.
- (h) The Payvega Voucher (including, but not limited to any Discount or Deal provided therein) shall expire on the expiry of the Validity Period specified on it.
- (i) Shops will have their own applicable terms and conditions, in relation to the supply of their Products and / or Services, and you agree to and shall abide by those terms and conditions. The responsibility to do so is yours alone.

## 8. Payment of Price

- 8.1 In order to make payment of the Price for purchasing a Payvega Voucher, you will be re-directed to [●], our Affiliate payment gateway. You will be able to make payment of the Price by furnishing *inter-alia* the following information/details in relation to the credit card/debit card being used to make the payment of the Price:
  - (a) The name of the individual whose credit card/debit card is being used to make the payment of the Price;
  - (b) The credit card / debit card number;
  - (c) The expiry date stipulated on the credit card/debit card;
  - (d) The credit card / debit card verification value number
- 8.2 [●] is not permitted to use the credit card/debit card details/information except to process your credit card/ debit card information for us for the payment of the Price. [●] may request you to create a dedicated [●] account with the option of linking your credit card / debit card to such account. Payment of the Price will be complete when you receive notification from [●] that payment has been completed.
- 8.3 If you fail to make payment of the Price or any such other charges on time or if the payment information (i.e. credit card/debit card information) entered is incorrect or does not get processed and/or you do not update the payment information on our request, you may not be able to make payment of the Price for purchasing a Payvega Voucher.
- 8.4 We may at our sole discretion choose to issue in your favour, free (promotional) Payvega Vouchers.

## 9. Payvega Credits Programme

- 9.1 By using the Application, you will become eligible to be a part of our rewards and credits programme ("**Rewards Programme**").
- 9.2 In respect of every Payvega Voucher that you purchase, you have the option of recommending to a person who is your friend on your Facebook Account ("**Friend(s)**"), to purchase the specific Payvega Voucher on which the same Discount or Deal, as the case may be, is available ("**Deal Recommendation**").
- 9.3 If, as a consequence of a Deal Recommendation, your friend purchases the specific Payvega Voucher recommended by you (within the period of validity of that Discount or Deal), then you will be entitled to a credit in Indian Rupees of [●] % ([●] percentage) of the total Price paid by your Friend for purchasing the Payvega Voucher(s) ("**Credit Amount**").



- 9.4 You shall be entitled to utilise the Credit Amount by adjusting the same against the Price of Payvega Vouchers purchased by you within 7 (seven) days of the Deal Recommendation pursuant to which you became entitled to the Credit Amount;

## **10. Data and Privacy**

- 10.1 The personal information provided by you as stipulated in Clause 0 and 8.1 above, is hereinafter collectively referred to as “**User Data**”. We shall take all reasonable steps to maintain appropriate administrative, physical and technical safeguards for protection of and security, confidentiality and integrity of the User Data. However, we make no warranty or claim regarding the overall security, confidentiality, integrity and protection of such User Data. We will not disclose the User Data except as required by law or permitted by you.
- 10.2 The TCSA is subject to the terms and conditions under our privacy policy which can be found at [●] (the “**Payvega Privacy Policy**”) and you acknowledge and consent to the same.
- 10.3 We also reserve the right to review all content, information, materials uploaded or submitted by you on the Application and to remove, edit or to refuse to store or accept any such information or materials, in whole or in part, at our sole discretion and/or terminate such content and/or your access to any or all of the services on the Application at any time if required by applicable law or if found to be in violation of any law and/or the terms of the TCSA and/or the Payvega Privacy Policy. We reserve the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process, governmental request or in accordance with the terms of the Payvega Privacy Policy.
- 10.4 We will not be responsible for any financial loss, inconvenience or mental agony resulting from any misuse of your User Data in relation to the credit card / debit card for using availing the Services on the Application.

## **11. Use of Application**

- 11.1 It is clarified that you may access and use the Application only for the purposes contemplated by the TCSA. You shall not : (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services on the Application available to any third party, other than as expressly permitted by the TCSA or the Application; or (b) use the Application to process data on behalf of any third party; or (c) use the Application in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Application and its components; or (d) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Application.
- 11.2 Subject only to the limited right to access and use the Application expressly granted to you under the TCSA, all rights, title and interest in and to the Application and its components will remain with and belong exclusively to us. You shall not modify or adapt the Application to falsely imply any sponsorship or association with us, or otherwise attempt to gain unauthorized access to the Application or its related systems or networks.

- 11.3 You understand that the technical processing and transmission of the Application, including the User Date, may be transferred unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) transmission to the and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to operate and maintain the Application. We will make all reasonable efforts to publish on the Application and/or notify you of any planned downtime of the Application. It is clarified that in no event shall we be held liable for non-availability of the Application during periodic maintenance operations or unplanned suspension of access to the Application that may occur due to technical reasons or for any other reason(s) beyond our control.
- 11.4 You understand and agree that the Application is available on an "as is basis" and that we do not assume any responsibility for deletions of data, mis-delivery or failure to store any communications or personalized settings.
- 11.5 You are solely responsible for obtaining and managing any technology, equipment and/or ancillary services needed to connect to, access and/or use the Application, including without limitation modems, hardware, software, internet and long distance or local telephone service. You are also responsible for ensuring that all such technology, equipment and/or ancillary services including software are compatible with the Application.

## **12. Third Party Sites and Information**

The Application may contain links to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely for convenience and does not imply endorsement of or association with such site or third party by us, or any warranty of any kind, either express or implied.

## **13. Intellectual Property Information**

- 13.1 All Content displayed on the Application is subject to copyright, which is owned by us and/or our Affiliates.
- 13.2 For the purposes of the TCSA, "**Content**" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that forms a part of the Application and can be viewed by users on our Application.
- 13.3 By accepting the terms and conditions under the TCSA, you acknowledge and agree that all Content presented to you on this Application may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and the sole property of us or of our Affiliates. Any unauthorized use of such Content may violate copyright, trademark and other applicable laws and

could result in your incurring the consequences of civil or criminal proceedings as we may be advised to initiate.

13.4 Neither we nor our Affiliates warrant or represent that your use of materials displayed on or obtained through this Application will not infringe the rights of third parties.

13.5 Nothing contained in the TCSA grants you any right to use any trademark, service mark, logo, and/or the names belonging to us and/or our affiliates.

#### **14. Disclaimer of Warranties**

14.1 The Application and Content are provided on an "As-is" and "As-Available" basis. We make no warranty, express or implied, concerning the Application and/or its contents and disclaim all warranties of fitness for a particular purpose, merchantability, non-infringement, omissions, completeness, updateness and/or up-time in respect of the Application, including any liability, responsibility or any other claim, whatsoever, in respect of any loss whether direct or consequential, to any person arising out of or from the use of the Application and/or any information contained on the Application.

14.2 Without limiting the foregoing, we make no warranty that (a) the Application and materials will meet your requirements, (b) the Application and materials will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Application and/or the Contents thereof will be effective, accurate or reliable, or (d) the quality of any services, or information obtained by you from the Application will meet your expectations or be free from mistakes, errors or defects.

14.3 This Application could include technical or other mistakes, inaccuracies or typographical errors. We may make changes to the materials and Service on this Application, including the descriptions of any services listed herein, at any time without prior notice.

14.4 The use of the Application or the downloading or other acquisition of any materials through the Application is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities.

#### **15. Limitation of Liability**

15.1 The information and facilities provided on this Application are on an "as is" basis, with no warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties of title or accuracy or any implied warranties of merchantability or fitness for a particular purpose, or that:

- (a) the contents of this Application are completely error-free, accurate, current or suitable for any particular purpose;
- (b) this Application will be free of viruses or that this Application cannot be tampered with by any third parties;
- (c) the Services including but not limited to their quality provided by us on this Application will meet with your requirements or expectations;
- (d) access to this Application will be uninterrupted, timely, secure, or error-free;



- (e) the quality of any information or other facilities obtained through this website will meet the Dealer's expectations.

15.2 In no event shall we and/or our Affiliates be liable to you or any third party for any direct, special, punitive, incidental, indirect or consequential damages of any kind, or any other damages whatsoever, whether or not we have been advised of the possibility of such damages, and on any theory of liability (whether in tort or contract), arising out of or in connection with the use of Application or of any web site referenced or linked to from this Application including without limitation:

- (a) the use or the inability to use the Application and/or failure to provide the Application or any information, software, Services and related graphics obtained through the Application, or otherwise arising out of the use of the Application;
- (b) the cost of purchasing the Services provided through the Application;
- (c) unauthorized access to or alteration of the User Data;
- (d) the delay or inability to use the Application or related services; and
- (e) any other matter relating to the Application including, without limitation, damages relating to use, User Data or profits, arising out of or in any way connected with the use or performance of the Application.

15.3 Neither us nor any of our Affiliates, respective agents, employees, information providers, or content providers shall be liable to you or anyone else for any inaccuracy, error, omission, interruption, timeliness, incompleteness, deletion, defect, failure of performance, computer-virus, communication line failure, alteration of, or any use of Content and/or the Application herein, or for any damages resulting there from where the same arises due to any event beyond our control.

15.4 Notwithstanding any other provision of the TCSA, the maximum liability on our part in any circumstances and in respect of any Payvega Voucher sold as above, shall be limited to the Price paid by you for purchasing that Payvega Voucher less any cancellation, refund or other charges, as applicable and as may be solely decided by us (to which you give your consent by purchasing the Payvega Voucher). In no case shall our liability include any consequential or remote or indirect loss, damage or additional expenses whatsoever.

15.5 You acknowledge and understand that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could adversely affect your use of this Application. Whilst we shall aim to provide security to prevent the same, there cannot be any guarantee/warranty from/against such Internet frauds, hacking and other actions that could affect the use of this Application including result in delay or failure in processing the requests/ applications made herein. You shall separately evaluate all risks arising out of the same and we shall not be responsible for the same.

## **16. Indemnification**

16.1 You hereby agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, damages, costs and expenses, including attorney's fees that arise from your use or misuse of

the Application including without limitation any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to the TCSA.

## 17. Force Majeure

17.1 You acknowledge and agree that, notwithstanding anything contained in this TCSA, we shall not be liable for any failure or delay in providing the Services pursuant to the use of the Application under this TCSA, to the extent that such failure or delay is caused due to a Force Majeure Event. It is clarified that for the purpose of construing the TCSA, a force majeure event ("**Force Majeure Event**") means:

- (a) any event that prevents or delays the performance of any obligation on us under the terms of the TCSA connected *inter-alia* with the Services provided hereunder, where such event is beyond our control for reasons including but not limited to technical failures, fires, breakage of under-sea cables, earthquakes or other acts of god.
- (b) any event that prevents or delays the performance of any obligation on us under the terms of the TCSA connected *inter-alia* with the Services provided through the Application, dependent on various factors outside our control including but not limited to certain technical assistance or services provided by third parties including without limitation, hosting service providers and the Vendors.

## 18. Breach or Termination of Use

18.1 Without prejudice to the other remedies available to us under this TCSA or under applicable law, we may limit or disallow your activity, warn other users of the your actions, immediately temporarily/indefinitely refuse to provide you with access to the Application if:

- (a) you are in breach of the TCSA, our rules & policies and/or the documents incorporated hereunder by reference;
- (b) we are unable to verify or authenticate any information provided by you; or
- (c) we have reasonable grounds to believe that the your actions may infringe upon any third party rights or breach any applicable law or otherwise result in any liability for the you, other users of the Application and/or us.
- (d) You are suspected of any fraudulent, abusive or illegal activity (ies);
- (e) requests have been made by enforcement or government agencies to disallow your access to the Application; or if we are required to do so under applicable law.

18.2 Once you have been so indefinitely suspended, you may not use the Application in any manner whatsoever until such time that you are reinstated / allowed to do so, at our sole discretion.

18.3 Upon you have been so indefinitely suspended, you will lose access to all of your content and information which we reserve our right to delete in the normal course of our business operations. This information cannot be recovered once your Account is permanently terminated. Furthermore, you also agree that upon such indefinite suspension, you shall have waived all and any Credit Amount which you may be entitled to and the same shall forthwith be extinguished/forfeited by us and that you shall have no claim against us in that regard on any ground whatsoever.

## **19. Waiver**

Any failure on our part to exercise or enforce any right or provision under or pursuant to this TCSA shall not constitute a waiver of such right or provision. You acknowledge that this TCSA is a contract between you and us, even though it is electronic and is not physically signed and that its terms govern your use of the Application and takes the place of any prior agreements between you and us.

## **20. Governing Law**

This Application (excluding any linked sites) is controlled by us from our offices within India. It can be accessed from all countries around the world. As each of these places have laws that may differ from those of India, by accessing this Application both you and we agree that the statutes and laws of India, without regard to the conflicts of laws principles thereof or the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Application and Services available through this Application. You and we agree and hereby submit, subject to Clause 21 below, to the exclusive jurisdiction and venue of the courts at Mumbai, India with respect to any dispute in connection with the validity, interpretation, implementation or alleged breach of any provision under the TCSA and/or the Privacy Policy

## **21. Arbitration**

In case of any dispute in connection with the validity, interpretation, implementation or alleged breach of any provision under the TCSA and/or the Privacy Policy, such dispute shall be referred to arbitration by one arbitrator who shall be solely appointed by us. The place of arbitration shall be Mumbai. The Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings and the same shall take place in the English language.

## **22. Entire Agreement**

Unless as otherwise indicated in the TCSA, the terms and conditions contained herein constitute the entire agreement and understanding between us concerning the subject matter of the TCSA and supersede all prior agreements and understandings between you and us with respect to the subject matter hereunder. You agree with us that the TCSA may be altered, supplemented, or amended by the use of any other document(s) / electronic record only by us and at our sole discretion without prior notification being given to you by us. To the extent that anything in or associated with this Application is in conflict or inconsistent with the TCSA, the TCSA shall take precedence.

## **23. Miscellaneous**

**23.1 Severability:** If any provision of the TCSA is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the TCSA shall otherwise remain in full force and effect and enforceable.

**23.2** The TCSA and / or any of your rights or entitlements thereunder cannot be assigned, transferred or sub-licensed by you except with our prior written consent.

**23.3 Relationship:** None of the terms and conditions under the TCSA, notices or the right to use the Application or any other section or pages of the Application and/or the linked sites, shall be deemed to constitute a partnership between you and us and no party shall have any authority to bind or shall be deemed to be the agent of the other in any manner and for any purpose whatsoever.

**23.4 Notice:** All notices and communications (including those related to any changes to the TCSA, Services provided by us hereunder, termination of Service provided by us hereunder etc.,) shall be in writing, in English and shall be deemed to be given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address:

- If to us, at [●] or any other address posted on the Application.
- If to you, at the E-Mail Address specified while purchasing the Payvega Voucher last purchased.
- Notice shall be deemed to have been served 48 (forty eight) hours after it has been sent, dispatched, displayed, as the case may be, except where notice has been sent by email, it comes to the knowledge of the sending party, that the email address to which it has been sent is invalid.

## **24. Contact Information**

Except as expressly notified on this Application, the Services available through this Application are offered by Social Buy Online Retail Private Limited located at 302 Cello Plaza, V.P. Road, Vile Parle West, Mumbai 400056. Our telephone number is +91 22 42368900. If you notice that any user is violating the TCSA, please contact us at [feedback@Payvega.com](mailto:feedback@Payvega.com)