**TERMS AND CONDITIONS FOR GIFT PPI**

*Last updated on* [●]

These terms and conditions are an electronic record in terms of Information Technology Act, 2000 and the rules thereunder (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.

**Introduction**

**Tata Payments Limited** (“**TPL**” or “**We**” or “**Our**” or “**Us**”) having its registered office at Ground Floor, Army & Navy Building, 148, M G Road, Opposite Kala Ghoda, Fort, Mumbai, Maharashtra, Pin – 400001 and corporate office at Fort House, Dr. Dadabhai Naoroji Road, Fort, Mumbai, Maharashtra, Pin – 400001 is authorized by the Reserve Bank of India ("**RBI**") to issue and operate prepaid payment instruments in India in accordance with the provisions of the Master Directions on Prepaid Payment Instruments (**PPIs**) and the Payment and Settlement Systems Act, 2007, as amended from time to time.

These terms and conditions (“**Terms and Conditions**” or “**T&Cs**”) set forth the terms that apply to you and/ or the Holder (collectively referred to as “**You**” or “**Your**”) who purchases and/ or uses the Gift PPI issued by Us. You agree that You have read the Terms and Conditions carefully before registering or accessing or purchasing or using the Gift PPI, if You do not agree to these Terms and Conditions or do not wish to be bound by these terms, You may not register, purchase, use or avail the Gift PPI from Us.

You hereby consent to the collection, use, and disclosure of Your Registration Data (*defined below*) including your personal data in accordance with TPL’s Privacy Notice.

You understand that We may amend the Terms and Conditions from time to time and shall post an updated version at TPL Site (*defined below*). The updated version of the Terms and Conditions shall take effect immediately upon posting. It is Your responsibility to review the Terms and Conditions periodically for any updates / changes made to these Terms and Conditions. If You continue to purchase and/ or use the Gift PPI after any changes have been made to these Terms and Conditions, it indicates Your acceptance and agreement to the updated Terms and Conditions, which may include additional terms, removal of certain sections or modifications. As long as You comply with these Terms and Conditions, We grant you a personal, non-exclusive, non- transferable, limited privilege to use TPL Site and/ or avail the services.

**Eligibility**

You hereby represent and confirm that:

1. You are a citizen/ resident of India;
2. You have attained a minimum of 18 (eighteen) years of age;
3. You are competent to enter into a legally binding agreement/ contract as per the Applicable Law;
4. You have the right, authority and capacity to enter into this arrangement with us for availing the Gift PPI;
5. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity;
6. You are not barred or otherwise legally prohibited from accessing or using the Gift PPI under the Applicable Law.

If You do not meet Our eligibility requirements, You may not be able to avail the Gift PPI. You shall update Registration Data promptly upon any change so that it is always complete and accurate. In the event of any violation of the Terms and Conditions, TPL reserves the right to suspend or permanently prevent You from availing/ redeeming/ using the Gift PPI or the TPL Site.

1. **Definitions**
2. “**Applicable Law**” shall mean all applicable laws, regulations, and legal requirements in force in India. For the avoidance of doubts, the expression Applicable Law shall include without limitation any guidelines, circulars, directives, or notifications issued by the RBI from time to time.
3. “**Holder**” shall mean an individual or entity who obtains/ purchases the Gift PPI.
4. “**Gift PPI**” shall mean a prepaid gift instrument issued in the form of card (physical or digital) by TPL in accordance with the PPI Master Direction that facilitate purchase of goods and services against the value stored therein.
5. “**KYC Master Direction**” refers to the ‘Master Direction – Know Your Customer (KYC) Direction, 2016’, as amended from time to time.
6. “**Merchant**” shall mean any establishment and/or entity who/ which accepts the Gift PPI as a payment instrument for online and/ or offline purchase of goods and services.
7. “**PPI Master Direction**” refer to the ‘Master Directions on Prepaid Payment Instruments (PPIs)’, as amended from time to time.
8. “**Tata Neu Platform**” shall mean the website and/ or the mobile application owned and operated by Tata Digital Private Limited, on which TPL Page is hosted.
9. “**TPL Page**” shall mean TPL hosted webpage and/ or a progressive web application (PWA) through which TPL enables users to avail/ purchase the Gift PPI.
10. “**TPL Site**” shall mean any website, mobile application and/ or any other online platform owned or operated by TPL. TPL Site shall also include TPL Page on the Tata Neu Platform.
11. **Purchase and Issuance of Gift PPIs**
12. You may purchase the Gift PPI using the payment method as permitted under the Applicable Law and supported by TPL.
13. Gift PPIs may only be purchased in denominations ranging from INR 10 to INR 10,000 or such other limits as may be permitted under the PPI Master Direction. Subject to the foregoing, You may decide on the amount or denomination you want to load onto the Gift PPI.
14. Gift PPI(s) cannot be used to purchase another Gift PPI.
15. No interest shall be payable by TPL on the outstanding amount/ balance lying in the Gift PPI.
16. In the event the Holder/ beneficiary of Gift PPI is not You, You shall ensure that the Holder/beneficiary is made aware of these Terms and Conditions at the time of sharing the Gift PPI.
17. You can purchase the Gift PPI by providing a valid phone number (verified with one time password), self-declaration of the name, valid email address and any other additional information requested by TPL (“**Registration Data**”) that the PPI Master Direction and/ or the KYC Master Direction may prescribe to be necessary to satisfy the KYC requirements/ norms under the Applicable Law.
18. Gift PPIs are issued by TPL in capacity of a prepaid payment instrument issuer in accordance with the PPI Master Direction.
19. Gift PPIs are usually issued instantly, however there may be delays in the system which may delay the issuance of Gift PPIs.
20. Under no circumstances whatsoever, TPL shall accept the return of Gift PPIs once it is issued to You and/ or the Holder.
21. Gift PPIs issued by TPL are non-reloadable in nature and cannot be redeemed for cash.
22. You can access information about your Gift PPI and validity via TPL Page.
23. **Redemption and Validity of Gift PPI**
24. Gift PPIs can only be redeemed towards purchase of eligible products and services on such Merchant platform/ establishment who facilitates the acceptance of such Gift PPIs.
25. Any purchases facilitated using the Gift PPI will get deducted from the Gift PPI balance, and any unused or the remaining balance will reflect on the Gift PPI after such deductions.
26. You hereby agree to receive alerts for all transactions done using the Gift PPI on the contact details provided as Registration Data.
27. Any unused Gift PPI balances may not be transferred to another Holder/ user.
28. In the event, the Gift PPI has insufficient balance at the time of transaction, You may redeem the available balance lying in the Gift PPI and the remaining amount can be paid using a different payment method on the Merchant platform/establishment.
29. The Gift PPI is valid for a period of 1 year from the date of issuance or such period as indicated in the Gift PPI.
30. You may request for revalidation of any expired Gift PPI.
31. Redemption of balance in the Gift PPI is subject to the validity of the Gift PPI.
32. **Representation and Covenants**
33. You hereby represent and covenant that:
34. You shall submit true, accurate and complete information/ Registration Data during the purchase of the Gift PPI.
35. You hereby allow Us to collect and verify Your information/ Registration Data as per the requirements under the Applicable Law.
36. You hereby consent and allow Us to store your Registration Data for a minimum period of 10 years from the date of expiry/ termination of the Gift PPI.
37. You shall at all times keep the login credentials and the details of the Gift PPI strictly confidential (including but not limited to the Gift PPI number/ codes, PIN etc.) and shall not reveal the same to any person or entity. Any such disclosures made by You shall be at Your own risk without any recourse to Us.
38. You understand that We shall not be responsible if a Gift PPI is stolen, lost, used or destroyed which has been issued to You. In such events You must immediately report such loss or theft to Us and request immediate suspension of the Gift PPI. Once such reporting is made to Us, the Gift PPI can no longer be used, even if found subsequently.
39. You understand and agree that if a transaction conducted using the Gift PPI is cancelled, the money will be refunded to the Gift PPI once the Merchant transfers such transaction amount. For any failed transaction where the amount gets debited from a Gift PPI will be reversed back to Your Gift PPI.
40. You agree to comply with all Applicable Law (including the PPI Master Direction and KYC Master Direction) from time to time which govern the use of Gift PPI.
41. **Customer Service**
42. In case You are unable to access the Gift PPI, please contact Us at [customercare@tatapayments.com](mailto:customercare@tatapayments.com) and refer to our Customer Grievance Redressal Policy made available at TPL Site for further course of action.
43. In case of any unauthorised use of the Gift PPI, please immediately notify us at [customercare@tatapayments.com](mailto:customercare@tatapayments.com) and make a written request for blocking the Gift PPI issued to You.
44. In the event You incur any loss due to an unauthorised transaction (not attributable to You) made via a Gift PPI, We will decide the course of action in accordance to our Customer Grievance Redressal Policy.
45. In the event You have any dispute with the Merchant in relation to the goods and services purchased from them, You must report the matter to the concerned Merchant. You understand that the Merchant shall be solely liable for the quality, merchantability, suitability, fitness and accuracy of all warranties for the product or services offered for sale on the Merchant platform/ establishment. We shall not be liable in any manner for the goods or services purchased by You from the Merchant nor We shall be made party to any such disputes.
46. **Indemnity and Limitation of Liability**
47. You hereby agree to indemnify, defend and hold harmless TPL and its affiliates from and against any claims, costs, losses, damages, fines, penalties, interests, expenses arising out of or relating to the use or misuse of the Gift PPI.
48. Notwithstanding anything stated in these Terms and Conditions the aggregate liability of TPL to You from any cause whatsoever shall not in any event exceed the disputed transaction amount (made via the Gift PPI) or INR 10,000 (whichever is lower).
49. In no event shall TPL be liable for any special, incidental, indirect, or consequential loss or damage of any kind in connection with these Terms and Conditions, even if informed in advance of the possibility of such loss or damage.
50. **Disclaimer and Force Majeure**
51. We make no express or implied warranties or representations about our services in relation to Gift PPI. We disclaim any implied warranties including but not limited to warranties of merchantability or fitness of Gift PPI for a particular purpose. TPL makes no representation or warranty that the Gift PPI services shall always be accessible without interruption.
52. We shall not be liable for any failure to perform any obligations under these Terms and Conditions, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case Our obligations shall stand suspended for so long as the Force Majeure Event continues. For the purpose of this clause “**Force Majeure Event**” shall mean any event arising due to any cause beyond the reasonable control of TPL including, without limitation, fire, flood, explosion, acts of God, civil commotion, pandemic, epidemic, lockdown, sabotage, strikes or industrial action of any kind, riots, insurrection, government legislation, war, internet failure, unavailability of IT/ communication system or acts of government etc.
53. **Cancellation, Suspension and Termination**
54. You understand that We reserve the right to cancel any Gift PPI if We suspect that there is duplicity of Gift PPI.
55. You understand that We reserve the right to suspend or terminate the Gift PPI with immediate effect and for an indefinite period, if We have reason to believe that the Registration Data or any other data provided by You is incorrect, false or misleading, or that the security of the Gift PPI has been compromised in any way. We also reserve the right to suspend or terminate the Gift PPI, if Your Registration Data is modified or changed and the same adversely impacts the usage of the Gift PPI.
56. We reserve the right to suspend or terminate the Gift PPI for any reasons including but not limited to use of Gift PPI for a fraudulent or illegal activity, use of Gift PPI for an unlawful purpose and/or misuse of Gift PPIs.
57. You understand that We reserve the right to terminate/ suspend the transactions originating from Gift PPI or the Gift PPI services to You at any time with or without prior notice due to (i) any change in Our internal policy; or (ii) breach of these Terms and Conditions; or (iii) any change in requirements under the RBI guidelines/ regulations and/ or the Applicable Laws; and (iv) for any other reasons.
58. **Governing Law and Jurisdiction**
    1. These Terms and Conditions are governed by and construed in accordance with the laws of India.
    2. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions shall be amicably settled through mutual agreement by the parties (You and Us).
    3. If the dispute is not resolved amicably within a period of 30 days from the date of such dispute request, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be presided over by a sole arbitrator mutually appointed by the Parties, and the proceedings shall be conducted in the English language. The venue and seat of arbitration shall be Mumbai. Each Party shall bear its own costs of the arbitration, unless awarded otherwise.
    4. The courts at Mumbai shall have the exclusive jurisdiction over all disputes arising out of, or in relation to these Terms and Conditions and the use of Gift PPI.
59. **Miscellaneous**
60. All charges and fees (if any) associated with the purchase of Gift PPI shall be disclosed at the time of purchase of the Gift PPI.
61. You agree to receive promotional, transactional, service related and/ or any other caution advice/ alerts by email, SMS, or through any other means from time to time.
62. Cash-outs or fund transfers shall not be permitted for the Gift PPI. However, You may request TPL to transfer the funds lying in the Gift PPI to Your source account from which such instrument was loaded.
63. No failure, delay or omission on part of TPL to exercise or enforce any rights under these Terms and Conditions will constitute a waiver of such rights or provisions. A waiver of any such right on one occasion will not constitute a waiver of any rights and remedies on future occasions.
64. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.
65. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of use of the TPL Site and/ or the Gift PPI.
66. You agree that these Terms and Conditions will not be construed against Us by virtue of having drafted them.
67. Except as otherwise expressly stated hereunder, a person who is not a party to these Terms and Conditions may not enforce any of the terms contained herein.