

Terms of Services

Please read these terms carefully before using this service

1. Introduction

1.1. Your use of Juspay Technologies Pvt. Ltd. (henceforth Juspay) Online Service and Products (referred to as the offering in this document as the "Offering" and excluding any offering provided to you by Juspay under a separate written agreement) is subject to these terms, without prejudice to any additional terms which may be part of an agreement specific to the service you wish to avail of. Your agreement with Juspay will always include at a minimum, the terms and conditions set out in this document. Juspay does not sell its own products or services but acts as a link to other service - providers.

2. Accepting the Terms

2.1. Juspay shall interact with customers / clients through Form on our website. By clicking a button or checkbox on a website, you accept and agree to the terms, where this option is made available to you by Juspay in the user interface for any offering.

2.2. In order to use the offering, you must first agree to the terms. You may not use the offering if you do not accept the terms.

3. Provision of the offering by Juspay

3.1. The offering is an online and digitally enabled payment service that helps you process online payments made by various modes, including credit cards, debit cards and other card payments. Juspay is not a bank or a Non Banking Financial institution, and does not represent or warrant that it seeks to or is capable of providing services for banking and allied activities. You need to have an existing account with an institution capable of providing banking services in order to access the offering.

3.2. Juspay provides APIs and other software for use by its users, and will attempt to continuously innovate in order to provide the best possible offering for its users. You acknowledge and agree that the form and nature of the offering which Juspay provides may change from time to time. Juspay may make it mandatory for the user to adopt new software procedures, install new software or update the same.

3.3. You acknowledge and agree that Juspay may stop (permanently or temporarily) providing the offering (or any features within the offering) to you or to users generally at Juspay's sole discretion.

3.4. You acknowledge and agree that if Juspay disables access to your account or login route, you may be prevented from accessing the offering, your account details or any files or other content which is contained in your account.

3.5. You acknowledge and agree that while Juspay may not currently limit your use of the offering in any way, it may do so if that use hinders with the ability of Juspay to carry on its operations or the ability of other customers to use the offering.

3.6. Juspay shall not be responsible for any loss or damage caused by a modification of the features, limitation of use of the offering or the discontinuation altogether thereof. Juspay shall not assume any responsibility to determine what, if any, taxes apply to the sale of Merchant's goods and services

and/or the payments the Merchant receives in connection with Merchant's use of the Juspay Service (Taxes). It is solely Merchant's responsibility to assess, collect, report, or remit the correct tax to the proper tax authority. Juspay is not obligated to nor will Juspay determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

4. Use of the offering by you

4.1. In order to access certain offering, you may be required to provide information about yourself as part of the registration process for the service, or for your continued use of the offering. You agree that any registration information you give to Juspay will always be accurate, correct and up to date. You are solely responsible, and Juspay is not in any way liable for the information and data collected in order to process and authenticate a transaction performed.

4.2. Juspay can share customer/ client information with the Government or law enforcement agencies (if officially requested or required by order, notification, statute or court order) and with anyone else, with the consent of the customer / client.

4.3. You agree not to access (or attempt to access) the offering by any means other than through the interface that is provided by Juspay, unless you have been specifically allowed to do so in a separate agreement with Juspay.

4.4. You agree that you will not engage in any activity that interferes with or disrupts the offering (or the servers and networks which are connected to the offering).

4.5. Unless you have been specifically permitted to do so in a separate agreement with Juspay, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the offering for any purpose.

4.6. You agree that you are solely responsible for (and that Juspay has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Juspay may suffer) of any such breach.

5. Your passwords and account security

5.1. You agree and understand that you are responsible to Juspay and to third parties for maintaining the confidentiality of passwords associated with any account you use to access the offering. You are fully responsible for the security of data on your website or otherwise in your possession. You agree to comply with all applicable laws and rules in connection with your collection, security and dissemination of any personal, financial, card, or transaction information (defined as Data) on Your website. You agree that at all times, you shall be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. You also agree that the you will use only PCI compliant service providers in connection with the storage or transmission of Card Data defined as a cardholder's account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on the PCI DSS can be found on the PCI Council's website <https://www.pcisecuritystandards.org/>. It is your responsibility to comply with these standards, as applicable.

5.2. Without prejudice to Clause 5.1 and the rest of the terms, you will be solely responsible for all activities that occur under your account. You shall not:

5.2.1. submit any card transaction for processing that does not arise from your sale of goods or service to a buyer customer,

5.2.2. act as a payment intermediary or aggregator or otherwise resell Juspay's services on behalf of any third party,

5.2.3. send what you believe to be potentially fraudulent authorizations or fraudulent card transaction,

5.2.4. or use Juspay Service in a manner that Visa, MasterCard or any other payment provider reasonably believes to be an abuse of the Card Network or a violation of Card Network rules.

5.3. If you become aware of any unauthorized use of your password or of your account, you agree to notify the concerned official at Juspay immediately.

6. Content in the offering

6.1. You understand that all information (such as data files, written text, computer software, or images) which you may have access to as part of, or through your use of, the offering are the sole responsibility of the person from which such content originated.

6.2. You should be aware that content presented to you as part of the offering, including but not limited to advertisements and promotional material of Juspay or other companies, is protected by intellectual property rights which are owned by Juspay, or the sponsors or advertisers who provide that content to Juspay (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute, copy or create derivative work based on this content (either in whole or in part) unless you have been specifically told that you may do so by Juspay or by the owners of that content, in a separate agreement. Any content being disseminated using Juspay's sales network or the product, service or platform may be pre-screened, reviewed, flagged, filtered, modified or simply refused or removed. Any spam or pornographic material and / or any illegal content will be immediately deleted and we reserve the right to take appropriate legal action.

6.3. You agree that you are solely responsible for (and that Juspay has no responsibility to you or to any third party for) any content that you create, transmit or display while using the offering or for the consequences of your actions (including any loss or damage which Juspay may suffer) by doing so.

6.4. You understand that by using the offering you may be exposed to content of other users that you may find offensive, indecent or objectionable and that, in this respect, you use the offering at your own risk. Juspay shall not be made responsible for any repugnant content circulated on its offering by other users.

6.5. On noticing any such content, it is your duty to bring it to the attention of Juspay officials immediately, who will take due care to delete it from the offering.

7. Intellectual Property rights:

7.1. You acknowledge and agree that Juspay (or Juspay's licensors) owns all legal right, title and interest in and to the offering, including any intellectual property rights which subsist in the offering (whether those rights happen to be registered or not, and wherever in the world those rights may exist) and that you are merely a licensee of the offering, and not the owner thereof (further elaborated in Clause 8). You

further acknowledge that the offering may contain information which is designated confidential by Juspay and that you shall not disclose such information without Juspay's prior written consent.

8. License from Juspay

8.1. Juspay gives you a Non-Exclusive license to use the software provided to you by Juspay as part of the offering as provided to you by Juspay. This license is for the sole purpose of enabling you to use and enjoy the benefit of the offering as provided by Juspay, in the manner permitted by these terms.

8.2. You are not entitled to commercially exploit, either directly or by sale, or transfer commercially or profit from the offering and products.

8.3. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof.

8.4. Unless Juspay has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the service or otherwise transfer any part of your rights to use the service.

9. Ending your relationship with Juspay

9.1. The Terms will continue to apply until terminated by either you or Juspay as set out below.

9.2. Juspay may at any time, terminate its legal agreement with you if:

9.2.1. you have breached any provision of the terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the terms); or

9.2.2. Juspay is required to do so by law (for example, where the provision of the offering to you is, or becomes, unlawful)

9.3. When these terms come to an end, all of the legal rights, obligations and liabilities that you and Juspay are subject to in relation to the obligation to maintain confidentiality or such other legal rights, obligations and liabilities which are expressed to continue indefinitely, shall be unaffected by this cessation.

10. EXCLUSION OF WARRANTIES

10.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE OFFERING IS AT YOUR SOLE RISK AND THAT THE OFFERING ARE PROVIDED AS IS AND AS AVAILABLE.

10.2. IN PARTICULAR, JUSPAY DOES NOT REPRESENT OR WARRANT TO YOU THAT:

10.2.1. YOUR USE OF THE OFFERING WILL MEET YOUR REQUIREMENTS,

10.2.2. YOUR USE OF THE OFFERING WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, INCLUDING SPECIFICALLY FROM SERVER DOWNTIME

10.2.3. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE OFFERING WILL BE ACCURATE OR RELIABLE, AND

10.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE OFFERING IS DONE AT YOUR OWN DISCRETION AND RISK AND Juspay WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JUSPAY OR THROUGH OR FROM THE OFFERING SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS

10.5. JUSPAY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITIES

11.1. SUBJECT TO OVERALL PROVISION IN CLAUSE 11 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT JUSPAY SHALL NOT BE LIABLE TO YOU FOR:

11.2. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR OFFERING, OR OTHER INTANGIBLE LOSS;

11.3. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

11.3.1. ANY CHANGES WHICH JUSPAY MAY MAKE TO THE OFFERING, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE OFFERING (OR ANY FEATURES WITHIN THE OFFERING);

11.3.2. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE OFFERING;

11.3.3. YOUR FAILURE TO PROVIDE Juspay WITH ACCURATE ACCOUNT INFORMATION;

11.3.4. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

12. Other content to which references are made, links are provided, etc.

12.1. The offering may include hyperlinks to other web sites or content or resources. Juspay may have no control over any web sites or resources which are provided by companies or persons other than Juspay.

12.2. You acknowledge and agree that Juspay is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

12.3. You acknowledge and agree that Juspay is not liable for any loss or damage which may be incurred by you as a result of the non-availability of those external sites or resources, or as a result of any reliance

placed by you on the completeness, accuracy or existence of any advertising, products or other materials on or available from, such web sites or resources.

13. Changes to the Terms

13.1. Juspay may make changes to the terms from time to time. The same will be communicated to you, on the website of Juspay by e-mail for which you shall have to indicate your approval within 10 days. When these changes are made, Juspay shall make the amended copy of the terms available in an accessible location.

13.2. You understand and agree that if you use the offering after the date on which the terms have changed, or after the date by which you have to respond as per these terms has passed, Juspay will treat your use as acceptance of the amended terms.

14. General legal terms

14.1. Sometimes when you use the offering, you may (as a result of, or through your use of the offering) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other offering, software or goods may be subject to separate terms between you and the company or person concerned.

14.2. The terms constitute the legal agreement between you and Juspay and govern your use of the offering, but without prejudice to any additional terms which may be part of an agreement specific to the service you wish to avail of (but excluding any offering which Juspay may provide to you under a separate written agreement), and completely replace any prior agreements between you and Juspay in relation to the offering.

14.3. You agree that if Juspay does not exercise or enforce any legal right or remedy which is contained in the terms (or which Juspay has the benefit of under any applicable law), this will not be taken to be a formal waiver of Juspay's rights and that those rights or remedies will still be available to Juspay.

14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these terms is invalid, then that provision will be removed from the terms without affecting the rest of the terms. The remaining provisions of the terms will continue to be valid and enforceable.

14.5. The terms, and your relationship with Juspay under the terms, shall be governed by the laws of India, and in particular the laws of the State of Karnataka, India. You and Juspay agree that any dispute will be referred to arbitration, with the arbitral panel consisting of three arbitrators, one arbitrator being chosen by each party and a third being jointly appointed by the two arbitrators so chosen.