

## Terms and Conditions of Service for Customers

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the 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. By registering at or merely browsing on Our Site You have agreed to be bound by all of these Terms and Conditions of Service for use and access of the Site. **PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS AND CONDITIONS BEFORE YOU USE ANY OF THE SERVICES OFFERED ON THE SITE, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.** If You do not accept any of the Terms and Conditions, then please don't use the Site or avail any of the Services being provided therein. **YOU AGREEING TO THESE TERMS AND CONDITIONS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND Zipcash IN RESPECT OF THE SERVICES OFFERED/AVAILED USING THE SITE.**

### 1. Definitions

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

"Act" means the Payment and Settlement Systems Act, 2007 and any amendment, modification or re-enactment of the same, or any other succeeding enactment for the time being in force.

"Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties and regulations, in force at the relevant time in India.

"Charges" would mean any charges and fees levied by Zipcash to the registered customer for the use of the Zipcash service, a full list of such charges would be available on the Zipcash website, and may change from time to time. All registered users and merchants would be liable to pay these charges for using the Zipcash service. Zipcash will be entitled to recover the service charges and the other dues at source from and out of the Zipcash Coupons lying to the credit of the Customer with the Service Provider. The Customer will also be liable for any Government taxes or levies which may be payable on such service charges levied by Zipcash. Zipcash is engaged in the business of providing the services to both, i.e. the buyer and the vendor of the goods, merchandise and the necessaries, in the course of which Zipcash would provide a common platform from which the Customer could secure the purchase and the supply of goods etc. and also make the arrangement to secure to the Merchant the payment of the price therefore in terms of the Merchant redeeming the Zipcash electronic coupons issued by the Zipcash.

"Customer" means the holder of Zipcash Wallet, an applicant who registers for the Zipcash services and includes his/her heirs and assignees, be it a user, or dealer who sells or resells Zipcash coupons.

“Merchant” shall mean an individual or organization that accepts payment for their products/ services through Zipcash Wallet and has executed a Merchant Agreement with Zipcash.

"Account" refers to the account created by Customer on the Site.

“Zipcash Wallet” or “Wallet” means a pre-paid instrument issued by ZipCash and/or issued under a cobranding arrangement with an entity.

"RBI" means the Reserve Bank of India.

"RBI Regulations" means the Act and regulations made thereunder, the Issuance and Operation of Pre-paid Instruments in India (RBI) Directions, 2009 and any notifications, master circulars, instructions or guidelines issued and updated by the RBI from time to time, in relation to the same.

"Services" includes the facilitation of payments to the Merchant for the products/services availed by the Customer through Zipcash Wallet and enabling of receipt of such payments by the Merchant.

“Site” shall mean [www.zipcash.in](http://www.zipcash.in) and such other websites and mobile applications as may be developed by Zipcash from time to time.

"Terms and Conditions of Service" or "T&Cs" refers to the terms and conditions that are available at the Site for the use of Services.

“Transaction” shall mean every payment request/order placed by the Customer using Zipcash Wallet.

“Wallet to Wallet Transfer” is service available wherein You can transfer funds from Your Zipcash Wallet to another Zipcash Wallet, provided that both Wallets (i.e. transferee Wallet and transferor Wallet) are held with the same entity which has a co-branding arrangement with Zipcash.

“Wallet to Bank Transfer” is service available wherein You can transfer funds from Your Zipcash Wallet to a designated savings or current bank accounts.

"We/we", "Our/our" or "Us/us" “Service Provider” refers to Zipcash/Zipcash and shall include its successors and assignees .

"You/you", “Your/your” or “Yourself/yourself” shall mean reference to Customer or his representative and any other user accessing the Site.

“ZipCash/Zipcash” means Zipcash Card Services Private Limited, a company incorporated under the Companies Act, 1956 and having its corporate office at 201-A, Pratik Industrial Estate, Next to Fortis Hospital, Mulund – Goregaon Link Road, Mulund W, Mumbai – 400080. ZipCash is an authorized payment and settlement systems operator under the provisions of the Act and has been granted approval by the RBI to issue co-branded instrument.

“Zipcash Coupon(s) means a coupon issued by ZipCash and/or a coupon issued by ZipCash under a cobranding arrangement with an entity.

For the purpose of these T&Cs wherever the context so requires "You" or "User" shall mean any natural or legal person who accesses the Site, including holders of Zipcash Wallet and merchants which allows its customers to purchase goods and services using Zipcash Wallet as a payment option.

**1A** (i) Service Provider has devised an electronic payment system to be known as “Zipcash” which would be routed through the mobile phones, internet medium and other mediums in the future. This system will consist of a closed user-customer group to be known as Customer in which the vendors and suppliers of various goods and services to be known as Merchants, will participate. The Customer is one of such Users.

(ii) Zipcash is a service by the Service Provider to the Customers and the Merchants which will primarily provide convenience and security to the Customers and the Merchant for making payments.

(iii) Through Zipcash, both, the users and the Merchants will be able to secure all kinds of payment transactions, including, but not limited to online transactions, online payments for the home delivery segment, bill payments and so on.

(iv) In consideration of the payment of money by the Customer to be made to Zipcash from time to time, the Service Provider will issue to the Customer Zipcash Coupons which shall be in digital form. Customer will be entitled to purchase the Zipcash Coupons several processes, including, but not limited to dropping a cheque in any of the Zipcash Collection Boxes, using Credit/Debit Card online to charge the Customer’s account with the Service Provider as also by giving cash to any of the authorised dealers of Zipcash in exchange for reloading their account with Zipcash coupons.

(v) In consideration of the Customer making payment of money to the Zipcash or to any of its authorised dealers, the Service Provider will issue and/or cause to be issued to the Customer the Zipcash Coupons in the physical and/or the digital forms depending upon the manner the Customer orders therefore; Service Provider has for the time being arranged for the issue of the Zipcash Coupons through the three modes i.e. crediting the Customer’s Zipcash account with the coupons of the requisite denominations depending upon the amount paid through any of the processes: using the Credit/Debit Card Online to charge the Customer’s account with the Service Provider, payment to any of the authorized dealers of the Zipcash or the purchase of the prepaid card from any of the authorized dealers;

(vi) In case the Customer purchases the Zipcash Coupons in terms of the prepaid card, he will be allotted a unique PIN which the Customer will communicate through the SMS or through the Zipcash website to Zipcash Server against which his account will be loaded with equivalent Zipcash coupons corresponding to the value mentioned on such prepaid card.

(vii) Zipcash is not and shall not be a domestic remittance service and as such no user will be entitled to redeem and/or cause to be redeemed the same for cash. Zipcash Coupons are not and shall not be a legal tender within the meaning of any law including The Reserve Bank of India Act, 1934. Zipcash coupons can only be redeemed by registered Merchants by means of a transfer of equivalent value of their coupon balance to their bank account, or by an account

payee cheque, and such payment will be issued by Zipcash after deducting their service charges.

(viii) Service Provide will from time to time, depending upon the necessities and the expediencies of the circumstances, add to and/or discontinue any of the, aforesaid modalities.

(ix) It is hereby further agreed by and between the parties that the Customer will not under any circumstances be entitled to seek the refund of any of the Zipcash Coupons, it being clearly agreed and understood by and between the parties that the Zipcash being only a one way service provider will recognize only the debit instructions to be given by its user, i.e. the Customer.

(x) Zipcash is being offered as a service using mobile phones using SMS and through the Zipcash website, and will be offered by other methods as intimated to users over time. However, different mobile service providers may have made different restrictions / limitations in their packages offered to their mobile subscribers. Zipcash is not responsible for any such limited service offering from any Mobile service provider or for such differences in between any two or more such providers. You may be charged a fee for using SMS and mobile services by your mobile operator, and Zipcash is not responsible for such charges. Zipcash coupons are non-refundable electronic credits that can be used to make transactions with registered merchants, but cannot be redeemed for cash. Users may gift Zipcash coupons/vouchers to other users, however, only registered merchants can redeem their Zipcash credits by requesting either a transfer to their bank account, or by an account payee cheque.

## **1B Services NOT Offered by Zipcash**

1. Online Gambling

2. Remittance services

3. No other use of the Zipcash service that may be prohibited by law.

### 2. Interpretation.

2.1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.

2.2. Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.

2.3. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assigns. Similarly, any reference to a juristic person such as ZipCash will, unless repugnant to the context, include its affiliates, successors and permitted assigns.

### 3. Eligibility.

3.1. You will be "Eligible" to use Our Services only when You fulfill the following conditions:

3.1.1. have attained at least 18 (eighteen) years of age;

3.1.2. are competent to enter into a contract under the Applicable Laws.

3.2. You can avail the Services only if You fulfill the conditions as mentioned in 3.1.1 to 3.1.2 above. If You are not Eligible, please immediately abandon any and all attempts to register with Us.

3.3. We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account or Zipcash Wallet is not Eligible.

3.4. As a minor if You wish to avail the Services, such Services may be availed by your legal guardian or parents who have registered as users on the Site. Notwithstanding anything contained under these T&Cs, We reserve the right to terminate Your membership and refuse to provide You with access to the Site or provide Services if it is brought to Our notice or if it is discovered that You are under the age of 18 years or are incompetent to contract as per Applicable Laws.

#### 4. Registration.

4.1 You can register as a Customer, by providing a valid phone number, Your name, valid and functional e-mail address and any other additional information that RBI Regulations may prescribe to be necessary to satisfy Know Your Customer norms ("KYC Norms"), or other information as We may deem fit. ("Registration Data").

4.2 You shall ensure that the Registration Data provided by You must be accurate, complete, current and true. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.

4.3 You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail id. You consent to be contacted by Us via phone calls/SMS notifications. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.

4.4 You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and Transactions that occur through Your Account and Zipcash Wallet, whether initiated by You or any third party. The password and other details of the Account should not be shared with any third party. Your Account is non-transferable and is not capable of being sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account or accessing Your device, either with or without Your knowledge.

4.5 In the event of any change in the said information, You agree to promptly update Your Account information to ensure that the communications We intend to send to You are promptly delivered to You and are not sent to any other entity/third party.

4.6 We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way. We reserve the right to suspend or terminate Your Account for reasons including and not limited to any fraud charges against You raised by the bank or concerned authorities and We also reserve the right to share Your information with them for the purposes of investigation.

4.7 We allow You to open only one Account in association with Registration Data provided by You.

4.8 In case of any unauthorized use of Your Account please immediately reach Us at the [care@zipcash.in](mailto:care@zipcash.in)

4.9 In case, You are unable to access Your Account or Zipcash Wallet, please inform Us at [care@zipcash.in](mailto:care@zipcash.in) and make a written request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account prior to You making a

request in writing for blocking and We shall require at least 72 (Seventy Two) hours to process your request unless in case of force majeure events which are beyond Our reasonable control.

## 5. Use of Site

You agree, undertake and confirm that Your use of Site shall be strictly governed by the following binding principles:

5.1 You shall not host, display, upload, modify, publish, transmit, update or share any information that:

5.1.1 belongs to another person and to which You do not have any right to; or interferes with another user's use and enjoyment of the Site or any other individual's user and enjoyment of similar services; or

5.1.2 that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, of another person; or

5.1.3 misleading in any way; or

5.1.4 is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or

5.1.5 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or

5.1.6 infringes upon or violates any third party's rights, (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity); or

5.1.7 contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or

5.1.8 provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or

5.1.9 provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or

5.1.10 contains video, photographs, or images of another person without his or her express written consent and permission or the permission or the consent of his her guardian in the case of minor; or

5.1.11 tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or

5.1.12 engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites. Throughout these T&Cs, Our "prior written consent" means a communication coming from Our authorized representative, specifically in response to Your request, and specifically addressing the activity or conduct for which

You seek authorization; or

5.1.13 interferes with another user's use and enjoyment of the Site or any other individual's user and enjoyment of similar services; or

5.1.14 refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Site, contains content that would be prohibited or violates the letter or spirit of these T&Cs; or

5.1.15 harm minors in any way; or

5.1.16 is fraudulent or involve the sale of counterfeit or stolen items; or

5.1.17 violates any law for the time being in force; or

5.1.18 deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or

5.1.19 impersonate another person; or

5.1.20 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site; or

5.1.21 threatens the unity, integrity, defence, security or sovereignty of India, friendly relations

with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or

5.1.22 is false, inaccurate or misleading; or

5.1.23 directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or

5.1.24 creates liability for Us or cause Us to lose (in whole or in part) the services of Our ISPs or other suppliers.

5.2 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to bar any such activity.

5.3 You shall not probe, scan or test the vulnerability of the Site or any network connected to the Site nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of ZipCash, including any of Our account not owned by You, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

5.4 You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Our systems or networks, or any systems or networks connected to the Site.

5.5 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Site or any service offered on or through the Site. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

5.6 You may not use the Site or any Content for any purpose that is unlawful or prohibited by these T&Cs, or to solicit the performance of any illegal activity or other activity that infringes the rights of ZipCash or others.

5.7 You shall not use the Services or Site in any manner that could damage, disable, overburden, block or impair any of the server connected to the Site. You may not attempt to gain unauthorized access to the Services through hacking, password mining or any other means.

5.8 You may not reverse engineer, decompile and disassemble any software used to provide the Services.

5.9 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of ZipCash or its merchants on platform or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.

5.10 You have the option to request Us to send You information regarding services, discounts and promotions provided by Us. If you require Us to provide You information from Us regarding offers, discounts and promotions relating to the Services availed by You, click "Yes", otherwise click "No". If you click "Yes", We or an authorised representative, shall provide the above information to You by way of an SMS or email to Your registered mobile number/registered email id. You also have the option to discontinue receiving such information at any point of time. To discontinue receiving such information, You may at any point of time visit the specific link provided in Our Site to discontinue the same. Solely to enable Us to use the information so that We are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your Information in accordance with these T&Cs and Our Privacy Policy.

5.11 You shall not engage in advertising to, or solicitation of, other users of the Site to buy or sell any products or services, including, but not limited to, services related being displayed on or related to the Site. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Site. It shall be a violation of these T&Cs to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Site without Our prior explicit consent. In order to protect Our users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which We may deem appropriate in Our sole discretion.



5.12 You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Site) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

5.13 We reserve the right, but have no obligation, to monitor the materials posted on the Site. We shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these T&Cs. Notwithstanding this right of ZipCash, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE SITE AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content posted does not necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that You have all necessary rights in and to all Content You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

5.14 Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Site.

5.15 It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Site and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You on the public forum due to your use of the Site, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses but by using the Site. You acknowledge and agree that We shall not be responsible for the use of any personal information that You publicly disclose or share with others on the Site. Please carefully select the type of information that You publicly disclose or share with others on the Site, or from the Site on other social platforms (eg, but not limited to Facebook).

5.16 We shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

5.17 Zipcash’s performance of this T&Cs is subject to existing laws and legal processes of Government of India, and nothing contained in the T&C is in derogation of Zipcash's right to comply with law enforcement requests or requirements relating to your use of this service or information provided to or gathered by Zipcash with respect to such use. You agree that Zipcash may provide details of your use of the service to regulators or police or to any other

third party, or in order to resolve disputes or complaints which relate to the service, at Zipcash's complete discretion.

5.18 This agreement constitutes the entire agreement between the Customer and Zipcash with respect to the Zipcash payment service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Zipcash with respect to this service. A printed version of the T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the T&C to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5.19 Each user may be issued a personal identification number (PIN) to enable use of Zipcash services for accessing his/her Account on Internet and also for availing any privilege, benefit or service that may be offered by Zipcash or to make transactions using SMS. The PIN will be communicated to the Cardholder entirely at his/her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person. The user shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Cardholder. Zipcash reserves the right to refuse any transactions if it believes that the PIN is being misused or being used without appropriate authorization.

## 6. Contents Posted on Site

6.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

6.2 Except as expressly provided in these T&Cs, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.

6.3 You may use information on Our services purposely made available by Us for downloading from the Site, provided that You:

6.3.1 do not remove any proprietary notice language in all copies of such documents; or

6.3.2 use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or

6.3.3 make no modifications to any such information; or

6.3.4 do not make any additional representations or warranties relating to such documents.

6.4 You shall be responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Sites ("Posted Content"). Such Posted Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Posted Content. We shall be entitled to, use the Posted Content or any of its elements for

any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by Us in the manner that We deem fit, consistent with Applicable Laws and You are not entitled to any payment or other compensation for such use of Posted Content by Us.

#### 7 Use of Zipcash Wallet.

7.1 Upon successful registration, You can start availing Our Services through Zipcash Wallet. The features of Zipcash Wallet are as follows:

##### S.NO Feature Conditions

1. Currency of issue. Indian Rupees only.
2. Limits of re-loading (i) upto Rs.10,000/- by accepting Your minimum details provided the amount outstanding at any point of time in Your Zipcash Wallet does not exceed Rs 10,000/- and the total value of reloads during any given month also does not exceed Rs 10,000/-. (ii) You may upgrade Your Zipcash Wallet to INR 1,00,000 by providing appropriate information as per the full KYC Norms prescribed by RBI from time to time. However, the balance in Your Zipcash Wallet should not exceed Rs. 1,00,000/- at any point of time Cash withdrawal and redemption of balance from Zipcash Wallet is not allowed under RBI Regulations
3. Transferability: RBI Regulations prohibit transfer of the Accounts and/or Zipcash Wallets from the Customer to any third party.
- 4.. Validity period. 3 years from the date of activation/issuance to the holder.
5. Maximum permissible period of non-use of the Zipcash Wallet ("Permissible Period.") 6 months either from the date of issuance or from the date of the last use of Services occurred.

7.2 We reserve the right to forfeit the balance in Your Account at the time of expiry of the Zipcash Wallet or in case the Wallet is not used beyond the Permissible Period. We shall intimate You about such forfeiture and expiry of the Zipcash Wallet or the Permissible Period 30 days' prior to expiry of Your Account or the Permissible Period, before forfeiting outstanding balances in the Account if any. The intimation shall be sent to registered e-mail id or phone number. We shall not be held responsible or liable for any failure of delivery of the intimation.

Further, You agree and acknowledge that You shall have no claim against Us for the balance forfeited from your Zipcash Wallet.

7.3 All Transactions shall be subject to the amount of the outstanding balance existing in the Zipcash Wallet at the time of making a transaction, Domestic Money Transfer Guidelines as issued by RBI or any other limit as may prescribed by Us from time to time.

#### 7.4 Following are limits for transfer of Zipcash Wallet

##### S.NO Limits Conditions

1. Wallet to Wallet Transfer. Permitted up to INR 5,000/- (Indian Rupees Five Thousand) per Transaction and INR 10,000 Indian Rupees Ten Thousand per month, or any other lower limit that We may prescribe from time to time in order to mitigate ~~against~~ fraud
2. Wallet to Bank Transfer Permitted up to INR 5,000/- (Indian Rupees Five Thousand) per Transaction and INR 25,000 (Indian Rupees Twenty Five Thousand) per month, or any other lower limit that We may prescribe from time to time in order to mitigate ~~against~~ fraud.

## 8 Charges.

Charges and fees are levied by Zipcash to the registered customer for the use of the Zipcash service, a full list of such charges would be available on the Zipcash website, and may change from time to time. We reserve the right to change Our policies and Charges from time to time. In particular, We may at Our sole discretion introduce new services and modify some or all of the existing Services offered on the Site. In such an event, We reserve, without notice to You, the right to introduce fees for the new services offered or amend/introduce fees for existing Services, as the case may be. Changes to the Fee and related policies shall automatically become effective immediately once implemented on the Site.

## 9 Loading of Zipcash Wallet.

9.1 You can reload Zipcash Wallet by using only those modes of the payment as enabled by Us. These payment modes may be revised by Us from time to time.

9.2 When You opt to load money into Your Zipcash Wallet You will be required to provide certain information ("Payment Details") for the purpose of reloading. You acknowledge and agree that by providing such Payment Details You authorise Us to reload Your Zipcash Wallet. The Payment Details You provide must be true, complete, current and accurate. We do not bear any liability for the consequences if You provide false, old, incomplete or incorrect Payment Details.

9.3 You represent and warrant that You are legally and fully entitled to use any debit card, credit card, bank or any other mode that You may use to load funds into Your Zipcash Wallet. We shall not be held responsible in case You don't have sufficient funds or authorised access to use such mode to load Your Zipcash Wallet.

9.4 You hereby authorize Us to hold, receive and disburse funds in Your Zipcash Wallet in accordance with any payment instructions We receive from You. Among other things, Your authorization permits Us to debit or credit the bank account associated with Your Payment Details. Your authorization will remain in effect as long as You maintain an Account with Us.

## 10 Wallet to Merchant Transfer.

10.1 When We receive payment instructions from You to pay a Merchant, You authorize and order Us to commit Your payment to that Merchant. This authorization will remain in effect as long as You maintain an Account with Us.

10.2 In the event that You have any dispute with the Merchant in relation to the goods or services provided to You by a Merchant for any reason, We recommend that You report the matter to the concerned Merchant in question. Neither ZipCash shall be liable for the goods nor services provided by Merchants and cannot be made a party to the disputes between a Merchant and You.

## 11 Wallet to Wallet Transfer.

11.1 This Service shall be available on operating systems, namely, Andriod, IOS, Windows as well as on mobile web.

11.2 Following conditions should be fulfilled for transfer of fund:

11.2.1 This Service is available for Existing Zipcash Wallet Users only.

11.2.2 The transferor must have available funds to be able to initiate a transfer to the transferee; and

11.2.3 The transferee must register the transferee's Account with Us to receive transfer of funds from the transferor.

11.3 The transfer shall be valid for a period of (2) two days . If the transferee does not accept the request in such time period, the funds are credited back to the transferor's Zipcash Wallet Account.

11.4 We rely solely on information provided by You under Clause 9 and will bear no liability in the event that funds are not transferred to the desired transferee.

11.5 If We have any reason to believe that the funds which have been transferred to persons who are not Eligible Zipcash Wallet holders, We reserve the right to cancel the transfer or to terminate Your Account and the Account of the person to whom You have transferred the funds, with immediate effect.

11.6 Please note that this facility is not available with Us at present. We shall notify You about additional terms in relation to this facility as and when this facility is available.

11.7 Zipcash is not liable for the wrong transfers (including but not limited to transfer to a different user/ customer etc) and the amount shall not be reversed to the transferor in case of erroneous transfers and/ or in case the transferee has already claimed or credited with the funds transferred.

## 12 Wallet to Bank Transfer.

Please note that the Wallet to Bank transfer facility is not available at present. We shall notify You about the terms and conditions governing it as and when the same are available.

## 13 Refunds

13.1 In the event that You desire a refund on any amount that has been debited from Your Zipcash Wallet, please email care@zipcash.in and make a refund request clearly explaining the circumstances of your refund request.

13.2 Where We determine that a refund request is valid, We shall make reasonable efforts to grant the refund request and return the requisite funds to Your Zipcash Wallet.

13.3 Please note that RBI regulations do not permit Us to refund any balance existing in Your Zipcash Wallet back to You. However, We may provide You with an option to transfer funds from

Your Zipcash Wallet to a designated bank account in terms of Paragraph 12 above, as and when the facility of Wallet to Bank Transfer is available. Any such Wallet to bank transfer shall not amount to a refund or withdrawal.

13.4 In case Your Zipcash Wallet is erroneously loaded / reloaded, after assessing the validity of the written request from You, We shall process to credit the funds to the same source from where these were received.

13.5 We will make reasonable efforts to respond to Your refund request at the earliest. Please note that We will not be responsible for delays, which may be caused by any third parties such as banks and Merchants, on whom We rely while processing Your refund request or

delay caused in the case of any or any force majeure events which are beyond Our reasonable control. Therefore, We bear no liability for the processing of the refund requests.

#### 14 Chargebacks.

14.1 You may have the right to initiate a chargeback request in accordance with the terms and conditions of Your debit or credit card scheme or your bank account. Please note that Your chargeback request will be processed by Your debit/ credit card provider or your bank and not by Us. Therefore, We bear no liability for the processing of the chargeback requests.

14.2 We reserve the right to review Your Account and transaction history pursuant to a chargeback request, in order to determine the occurrence of fraud. If We have any reason to believe that there has been fraudulent activity on Your Account, We reserve the right to terminate, block or suspend Your Account with immediate effect.

#### 15 Non-Working Days.

15.1 We are reliant on third parties such as banks to deliver timely Services. Since, We cannot control the actions of such third parties, We will not be responsible to render Services or process payments or refunds on the following days (“Non-Working Days”):

15.1.1 days which are declared as holidays by the RBI, or any other day which is declared a holiday by Us.

15.1.2 days including Saturdays and Sundays and declared as bandhs or festivals in any State or Union Territory in India. We will continue to render Services which do not involve that particular State or Union Territory in which a bandh or festival has been declared on that day.

#### 16 Intellectual Property Protection

16.1 All trademarks, brands and service marks used in connection with the Site or Services offered by are owned by Zipcash is Zipcash’s property; Zipcash owns all copyrights and intellectual property rights and database rights in connection with the Services and the Site. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use. Third party trademarks may appear on this Site and all rights therein are reserved to the registered owners of those trademarks.

16.2 You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the interface/Site.

16.3 Zipcash is the sole and absolute owner of all and whatsoever the intellectual property rights in the trade mark Zipcash and the design in respect thereof and that Zipcash will be entitled to take any legal action against any person invading and/or encroaching upon the said rights of Zipcash.

#### 17 Suspicious Transactions.

17.1 If We have a reason to believe that any payment instructions made on Your Account have been fraudulently made, We will suspend and deny You access to Your Account in order to investigate and report the suspicious activity. Such suspension will continue in effect till the conclusion of the investigation. In case it is established that Zipcash Wallet is loaded /

reloaded through fraudulent means, We reserve the right to either credit back the funds to the same source from where these were received or to forfeit the funds.

17.2 Please note that We are reliant on a number of third parties such as banks and Merchants while conducting the investigation. However, We will make every reasonable effort to conclude the investigation at the earliest.

17.3 Upon conclusion of the investigation and based on its results, We may be required to terminate Your Account with immediate effect.

## 18 Other Businesses

We do not take responsibility or liability for the actions, products, content and services on the Site, which are linked to affiliates and / or third party websites using Our APIs or otherwise. In addition, We may provide links to the third party websites of affiliated companies and certain other businesses for which, We assume no responsibility for examining or evaluating the products and services offered by them, and We do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). We do not in any way endorse any third party website(s) or content thereof.

## 19 Links

We welcome links to this Site. You may establish a hypertext link to the Site, provided that the link does not state or imply any sponsorship or endorsement of your site by Us. You must not use on your site or in any other manner any trademarks, service marks or any other materials appearing on the Site, including any logos or characters, without Our express written consent and the owner of the mark or materials. You must not frame or otherwise incorporate into another third party website or present in conjunction with or juxtaposed against such a website any of the content or other materials on the Site without Our prior written consent.

## 20 Termination, Deactivation and Expiry of the Account.

20.1 We reserve the right to modify, terminate or suspend Services to You at any time without prior notice due to any changes in internal policy or due to RBI Regulations or the Applicable Laws or any breach of these T&Cs by You or for any reason whatsoever. You can terminate Your Account by submitting a request to Us at care@zipcash.in. However, in either case, all Zipcash Coupon balances in Your account shall stand voided, and no refund will be provided. We will make every effort to respond to Your request for termination at the earliest. You will remain responsible for all Transactions that occurred prior to termination of Your Account. Please note that RBI does not allow Us to return the funds outstanding in Your Zipcash Wallet, therefore in the event of termination of your Account, outstanding balance in Your Zipcash Wallet shall be forfeited. However in case of termination of your Account, We may provide You with an option to transfer funds from your Zipcash Wallet to a designated bank account in terms of Paragraph 12 above, as and when the facility of Wallet to Bank Transfer is available. If a User violates the terms and conditions of use, Zipcash reserves the right to deactivate all such user registrations and cancel any or all Zipcash Coupons balance without any notice or refund.

20.2 The Zipcash Wallet shall expire in the event of the occurrence of one of the following circumstances:

20.2.1 Expiry of a period of 3 years from the date on which You successfully registered for an Account. Zipcash Wallet can be renewed for a period of 1 year at the sole discretion of Zipcash

20.2.2 Non-use of the Zipcash Wallet for a time period beyond 6 months from the date of the issuance and

20.2.3 Non-use of the Zipcash Wallet for a time period beyond 6 months from the date of the last use of Services occurred.

20.3 We shall inform You via Your registered Phone Number / E-mail ID 30 (thirty) days prior to expiry of Your Zipcash Wallet. This intimation would be sent in the language preferred by You indicated at the time registration

20.4 Please note that on the date of Expiry, Your Account will be terminated and any remaining balance in Your Zipcash Wallet will be forfeited.

## 21 Disclaimers

21.1 Except for Our limited role in processing payments that You authorize or initiate, We are not involved in any underlying transaction between You, any other Customer, Merchant, bank or other third party. We are not a selling agent in relation to any sale of goods or services to You by any Merchant any other third party. We will always endeavour to provide the Services to the best of our ability. You are however aware that the Services will involve transmissions over various networks and that it will change to conform and adapt to the technical requirements of connecting networks and devices. There are also various other factors, which do not lie within our control.

21.2 We shall not be liable for the quality, safety, reliability, legality, delivery or any other aspect of any goods or service that You may purchase using Zipcash Wallet. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness. Without prejudice to the forgoing paragraph, We do not warrant that:

- (a) This Site will be constantly available, or available at all; or
- (b) The information on this Site is complete, true, accurate or non-misleading.
- (c) This Site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Site; their servers; or electronic communication sent from Us are free of viruses or other harmful components;
- (d) Nothing on the Site constitutes, or is meant to constitute, advice of any kind;

21.3 We will take every reasonable effort not to share any of the Payment Details, Registration Data or other personal information (collectively, "Personal Information") You provide Us, except as required under RBI Regulations and Applicable Laws, or to the limited extent necessary for Us to implement any payment instructions We receive from You. Please read Our Privacy Policy for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.

21.4 We make no express or implied representations or warranties about Our Services or the Site and disclaim any implied warranties, including, but not limited to, warranties or



implied warranties of merchantability or fitness for a particular purpose or use or noninfringement. We do not authorize anyone to make a warranty on Our behalf and You may not rely on any statement of warranty as a warranty by Us.

21.5 Zipcash and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Site (whether arising from Zipcash or any other person's negligence or otherwise).

21.6 You furthermore acknowledge and accept that we may not encrypt any Content or communications from and to our Site.

21.7 Content and advertisements provided as part of a Service: You understand that advertising plays an important role in the provision of this Service, and that we will display advertisements and other information adjacent to or as part of the Services, which you may use. We may periodically send promotional email/SMS to you about services offered by our advertisers and ourselves.

21.8 Where we publish or provide Content or advertisements as part of a Service we do not warrant or represent that the Content or advertisements are suitable, accurate, correct, complete, reliable, appropriate, or lawful; or endorse the Content or advertisements; and you will obtain independent professional advice at your own cost before you take any action based upon such Content or advertisements.

21.9 Your correspondence or dealings with, or participation in promotions of advertisers through the Service, and any other terms, conditions, warranties or representations associated arising there from, lie between you and the advertisers. You agree that we shall not be liable for any loss or damage of any nature incurred as the result of any such interactions, or as the result of the presence of such advertisers on our Service.

21.10 In many cases, we provide services of third parties, or our Services in conjunction with that of third parties. In those cases, the following conditions apply: We provide such services subject to the terms, conditions and limitations imposed by those third parties. If those third parties change, suspend or stop providing such services, we may similarly change, suspend or stop providing the Services to you without notice. We may nevertheless endeavour to provide such a Service in another way or by using another third party. You authorise us to provide any of your Personal Information (as defined in our Privacy Policy) to those third parties to the extent that it may be necessary to enable the third parties and ourselves to provide the services to you. To the extent that there is a conflict between the third party's Terms and Conditions and these Terms, these Terms will prevail.

21.11 When you acquire goods, software or any other services from a third party through any of our Services, you understand and agree that: we are not a party to the contract between you and the third party; we are under no obligation to monitor the Third Party Service used by you; the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees; you will evaluate the product, software or service and the applicable terms and conditions before acquiring the product, software or service; and you indemnify us against any damages, howsoever arising from your acquisition and use of the goods, software or service.

21.12 We also reserve the right to reject or refuse any Third Party Service used by you in conjunction with our Service.

## 22 Notices and communication

22.1 Any notice or notification in relation to these T&Cs which You wish to make to Us must be made in writing to:

Attn: , Zipcash Card Services Pvt Ltd

Address: 201-A, Pratik Industrial Estate, Next to Fortis Hospital, Mulund – Goregaon Link Road, Mulund W, Mumbai – 400080.

E-mail: care@zipcash.in

22.2 All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.

22.3 You will be subject to Our T&Cs and privacy policy

22.4 Any notice given by Zipcash hereunder will be deemed to have been received by you within 7 days of posting your address last notified in writing to Zipcash or, within 24 hours of sending the same via e-mail or SMS at the e-mail address specified by you or your registered mobile phone number. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. Zipcash shall not be held accountable for delays in receipt of notices by post. In the event of any change in your e-mail and/or employment and/or office and/or residential address and/or telephone numbers, you shall inform Zipcash promptly in writing or by e-mail and must confirm the same by mail or fax.

## 23 Indemnity and Limitation of Liability.

23.1 You will defend, indemnify and hold harmless ZipCash and each of their affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: to the use or misuse of Services or any violation of these T&Cs.

For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

23.2 YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT WITH THE SITE. IN NO EVENT SHALL Zipcash BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OUR ARISING OUT OF YOUR USE OF THE SITE, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 10,000/- (RUPESS TEN THOUSAND ONLY).

23.3 Without in any way limiting the above, Zipcash shall not be liable or responsible to you for any loss, damage, expense, claim or liability arising directly or indirectly out of any defect or deficiency in any goods and services purchased by you or availed as a benefit, privilege or facility attached to the service; refusal by or inability of a Merchant Establishment to honour or accept the service; handing over of the relevant access control/password/PIN by you to

any unauthorised person; any injury to the credit, character and reputation of yours alleged to have been caused by the repossession of the service and/or request for its return.

23.4 All the services to be availed of and /or the goods to be purchased /procured by the Customer from the third parties under the agreement herein, will be so purchased/procured by the Customer at his own risk and costs. The Service Provider shall not be liable and/or responsible in respect of the title, quantity, quality or any other aspect thereof and no guarantee, warranty or any indemnity shall be given or deemed to be given by the Service Provider in respect thereof.

#### 24 Force Majeure

We shall not be liable for any failure to perform any obligations under this T&Cs, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be 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 the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

#### 25 Copyright complaint

We respect the intellectual property of others. In case You feel that your work has been copied in a way that constitutes copyright infringement, You can write to Us at [care@zipcash.in](mailto:care@zipcash.in)

#### 26 Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

#### 27 Revision of T&Cs.

27.1 We reserve the right to change any of the T&Cs or any policies or guidelines governing the Site or Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Site and We may send You an automated e-mail to Your registered e-mail ID or SMS informing about the changes made and You would be required to view the modified changes on the internet. By keeping or using the service after notification, You are deemed to have agreed to the amendment/change. If You do not agree with any amendment of the terms and conditions You may cancel the service by informing in writing to Zipcash or closing your account on the internet or by SMS.

27.2 Unless otherwise specified by Us, revised T&Cs will take effect automatically and be binding from the day they are posted on the Site. By continuing to access or use Services, You will be deemed to have agreed to accept and be bound by such revised T&Cs. If You do not agree to the revised T&Cs, You should discontinue accessing Our Site or using Our Services immediately.

27.3 We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these T&Cs, at any time without any prior written notice to You. It is Your responsibility

to review these T&Cs periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these T&Cs, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

### 28 Customer grievance redressal policy

28.1 If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance, please contact Our customer care at [care@zipcash.in](mailto:care@zipcash.in)

28.2 The procedure of escalation of complaints shall be as follows:

28.2.1 Escalation Level – 1: Write to [care@zipcash.in](mailto:care@zipcash.in)

Response Time: Seven Business Days

28.2.2 Escalation Level – 2: Write to Grievance Officer

To, Attn: Grievance Officer, Zipcash Card Services Pvt Ltd

Address: 201-A, Pratik Industrial Estate, Next to

Fortis Hospital, Mulund – Goregaon Link Road, Mulund W, Mumbai – 400080.

E-mail: [care@zipcash.in](mailto:care@zipcash.in)

Response Time: Fifteen Business Days

### 29 Severability.

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

### 30 Governing law and dispute resolution.

30.1 Any dispute, controversy or claim arising out of or relating to this T&Cs or the validity, interpretation, breach or termination thereof (“Dispute”), including claims seeking redress or asserting rights under the Applicable Law shall be amicably settled through mutual consultation and escalation. If the Dispute is not settled amicably as aforesaid within a period of [14] (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Us and the Customer.

30.2 The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be Mumbai.

30.3 This T&Cs shall be governed by and construed in accordance with the laws of India and, subject to this Clause 30, We and You agree and undertake that any controversy or claim arising out of or relating to these T&Cs will be adjudicated exclusively before a competent court in Mumbai, India only.

### 31. Miscellaneous

31.1 Any costs incurred by Zipcash towards enforcement of its rights and recovery shall be debited to your account.

31.2 Where Zipcash acts on good faith in response to any oral or electronic instruction or inquiry from you in respect of any matter in relation to your account, you will not be entitled to claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly,

to any such good faith action of Zipcash and you agree to hold Zipcash harmless in respect thereof.

31.3 If required by law to do so or if considered necessary to do so for proper management of credit or business risk, Zipcash reserves the right to disclose any and all Cardholder information, including default in any payments or misuse of the service, to any court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of the Central Government or State Government, your employer, credit reference agency, financial institution or any company which is an affiliate or associate or parent or subsidiary of Zipcash

31.4 You hereby agree that the application and copies of all documents submitted in support thereof and for the ongoing operation of the Zipcash Account by you to Zipcash are and shall remain the sole and exclusive property of Zipcash, and Zipcash shall not be obliged to return the same to you upon your request or upon termination of this Agreement.

31.5 You agree to comply with all applicable laws and regulations from time to time which govern or may be affected by the use of the service.

31.6 Zipcash, our parent, subsidiaries, employees and our suppliers provide our services "as is" and without any warranty or condition, express, implied or statutory. Zipcash, our parent, subsidiaries, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement.

31.7 In no event shall Zipcash, our parent, subsidiaries, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our web site, our service, or the T&C (however arising, including negligence). Zipcash shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner and but Zipcash makes no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependant upon many factors outside of our control.

31.8 You are aware of all security risks, including possible third party interception of any of your transactions and statements of account on the Internet and the contents of your transactions or statements of account becoming known to third parties. You agree and undertake that you shall not hold Zipcash liable therefore in any way. The use and storage of any information, including without limitation, the Card number, PIN, password, account information, transaction activity, account balances and any other information available on your Internet access device or computer or mobile phone is at your own risk and responsibility.

31.9 As your account ID is connected to your mobile number, it is your responsibility to inform Zipcash in case you terminate using the mobile number that corresponds to your account ID. The account ID corresponding to the mobile number you register with can be accessed by you only till the time you have access to the corresponding mobile number. It is your responsibility to transfer your account ID to a new mobile number if and when you change your number. Not doing so may give access to your Zipcash credit balance to the new

user of the same mobile number, and Zipcash will not be liable or responsible for the same. You are also liable for ensuring the security of your PIN. In case of loss of your mobile phone and/or Zipcash Password/PIN, you should intimate Zipcash in writing immediately. Zipcash shall make every attempt to block access to your Zipcash account under such circumstances, however, Zipcash shall not be liable for any losses a user may incur due to the above. The responsibility to safeguard the Zipcash coupon balance rests entirely with the user.

31.10 By signing up for Zipcash services, you also allow Zipcash to send you emails and SMS alerts from time to time.

31.11 Zipcash will be entitled to enter into any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, the Customer will be provided with the services by the Service Provider jointly and/or severally with the party/ies in joint venture. Customer hereby gives his irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.