



TERMS OF SERVICE

This page describes the general terms that apply to your use of any of our services. By using our services you agree to these terms. If you use our services on behalf of your company, your company agrees to them too.

Posted Date: 25th March, 2020

Effective Date: 25th March, 2020

These Terms of Service (“Terms”) are a legal agreement between you, as a current or prospective customer of GTID Solutions Development Pvt. Ltd.’s services (“you,” “your”) and GTID Solutions Development Pvt. Ltd. (“ApnaPay,” “we,” “our” or “us”) and govern your use of ApnaPay’s services, including mobile applications, websites, software, hardware, and other products and services (collectively, the “Services”). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these terms, and that business accepts these terms. By using any of the Services, you agree to these Terms, our [Privacy Policy](#) and other policies which are collectively incorporated herein by reference.

1. ACCOUNT REGISTRATION

You must open an account with us (a “ApnaPay Account”) to use the Services. During registration we will ask you for information, which may include but is not limited to, your name and other personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully responsible for all activity that occurs under your ApnaPay Account, including for any actions taken by persons to whom you have granted access to the ApnaPay Account. We reserve the right to change the account type, suspend or terminate the ApnaPay Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

2. REVISIONS, DISCLOSURE AND NOTICES

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website and communicating it to you through the Services (each a “Revised Version”). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

We may provide disclosures and notices required by law and other information about your ApnaPay Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your ApnaPay Account. Electronic disclosures and notices have the same meaning and

effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact ApnaPay Support at privacy@apnapay.in

3. RESTRICTIONS

You may not, nor may you permit any third party, directly or indirectly, to:

- i. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
- ii. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from ApnaPay;
- iii. transfer any rights granted to you under these Terms;
- iv. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
- v. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
- vi. use the Services for any illegal activity or goods or in any way that exposes you, other ApnaPay users, our partners, or ApnaPay to harm; or
- vii. otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your ApnaPay Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your ApnaPay Account, and any of your transactions with law enforcement.

4. YOUR CONTENT

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You are the owner of your Content and we are the custodians. You grant us and our subsidiaries, affiliates, and successors a worldwide, exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services or any other purposes of our business, and the right to sub-license those rights to others. You retain all rights in your Content, subject to the rights you granted to us in these Terms. You

may request to modify or delete your Content by writing us at privacy@apnapay.in , but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services. You may note that deletion of certain Content may lead to cancellation of your registration with us or your access to the Services. Additionally, we may not be able to process your request of correction, updation or deletion, in case the same is not supported by valid documents or data retention if required by the applicable law or law enforcement requests or under any judicial proceedings or it is extremely difficult to implement or risks the privacy of other users.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with ApnaPay's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose ApnaPay, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. ApnaPay may also monitor such Content to detect and prevent fraudulent activity or violations of ApnaPay's Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

5. INTELLECTUAL PROPERTY

All intellectual property rights in this web site, design, text, graphics, applications, software, underlying source code and all other aspects belong to us and or our Affiliates.

6. COPYRIGHT

All Content included on the Application, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ApnaPay, its Affiliates or its content suppliers and is protected by the appropriate Intellectual Property Laws.

7. TRADEMARKS

The trademark 'ApnaPay', its logo, trade mark "Merchant-in-a-Box", "Bank-in-a-Box", and other Services Marks and logos owned by and/or licensed to ApnaPay and/or its Affiliates. There will be certain trademarks of third parties whose products / Services are made available on the Application, these marks are used for representation purposes only and ApnaPay does not claim any rights over these trademarks.

8. INTELLECTUAL PROPERTY CLAIMS

ApnaPay, its Affiliates or its content suppliers respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please write to us to with your concerns and we will try and answer your concerns.

9. INFORMATION SECURITY

We are committed to safeguard the security and confidentiality of any information you provide to us. We understand that you accept the inherent security implications of providing information over the internet and will not hold us responsible for any breach of security or disclosure of personal information. If you become aware of any problems with the security of data or the Application, please contact us immediately. However Customer hereby authorizes and consents to the collection, storage and use, by ApnaPay and its Affiliates, partners, of any information and data related to or derived from Customer's use of the Application, and any information or data that Customers provide to ApnaPay and its Affiliates, partners and licensors ("Information"). Notwithstanding the foregoing, the Customer's personally identifiable information will be used only in accordance with the Privacy Policy and to the extent permitted under applicable laws. Such Information will be treated as being non confidential and non-proprietary, and ApnaPay assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction.

In the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any ApnaPay Account subject to dispute) will be final and binding on all parties. This provision shall survive the termination of this Terms of Service.

10. PRIVACY

When you process information that identifies or is reasonably capable of identifying an individual to ApnaPay in connection with the Services (including information collected by ApnaPay on your behalf), you agree to comply with applicable laws regarding the collection, use, disclosure, protection, and retention of this information.



You acknowledge that you have reviewed and consent to ApnaPay's [Privacy Policy](#), which explains our practices with regard to any personal information you provide to us.

11. COMMUNICATION

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a ApnaPay account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls or text messages by informing ApnaPay Support at privacy@apnapay.in. You acknowledge that opting out of receiving communications may impact your use of the Services.

12. MODIFICATION AND TERMINATION

We may terminate these Terms, or suspend or terminate your ApnaPay Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your ApnaPay Account. You may also terminate these Terms applicable to your ApnaPay Account by deactivating your ApnaPay Account at any time.

13. EFFECTS OF TERMINATION

If these Terms or your ApnaPay Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, in accordance with applicable laws and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data.

14. INDEMNITY

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against

any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising of or relate to your use of the Services. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Terms.

15. REPRESENTATION AND WARRANTIES

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all central, state, and local laws, rules, and regulations applicable to you and/or your business; (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms.

16. LIMITATION OF LIABILITY

In no event ApnaPay including affiliates and their respective owners, directors, officers, agents, shareholders and partners shall be liable for any loss or damage whatsoever including without limitation direct, indirect, punitive, incidental and consequential damages, lost profits, or damages resulting from the use or inability to use the Services whether based on warranty, contract, tort or in any other means or action.

17. THIRD PARTY PRODUCTS

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. ApnaPay makes no representations or warranties, express or implied, with respect to such third party products, and expressly disclaims any warranty or condition of merchantability, non-infringement, or fitness for a particular purpose.

18. REDRESSAL OF GRIEVANCE

If you have any complaints or concerns with regards to content or to report any abuse of applicable laws, breach of this Terms of Service, or any content of the Services is in violation of your rights, then you may immediately contact the Grievance Officer in the following manner,

- i. Sending a request in writing or through email signed with electronic signature identifying the content alleged to be in infringement of your rights as the rightful owner or affecting you prejudicially;
- ii. Providing your contact information including email, address, and telephone number where you can be contacted if required.
- iii. Giving a declaration cum undertaking along with necessary documents establishing you (a) as the rightful owner of the content to be disabled/ affecting you prejudicially, (b) as an affected person, stating that the information submitted is true, complete & accurate and no material fact has been hidden, and also stating that ApnaPay, its Affiliates, Directors, employees, including Grievance Officer shall not be liable for any loss or damage or claim for relaying on such requests.

You may forward your request/ complaints to Grievance Officer.

Name: Tanvi Jain

E-mail: privacy@apnapay.in

19. GOVERNING LAW AND JURISDICTION

If a dispute arises regarding these Terms, the laws of the Republic of India will apply and shall be subject to the exclusive jurisdiction of courts in New Delhi, India.