

The website Paylix.in ("**Website**") and the mobile application titled "PayLix" ("**Application**") is owned, operated, managed and controlled by **ARTHASETU INNOVATIONS PRIVATE LIMITED** ("**PayLix**"), company incorporated under the laws of India with its registered office at **3-12-92/180a, 3rd Floor, Rock Town Colony, LB Nagar, Mansoorabad, Mansoorabad, K.V.Rangareddy, Hayathnagar, Telangana, India, 500068**, under the brand name "**PayLix**". In these Terms of Service (*as defined hereinafter*), the term "**User**" refers to you, the Person (*as defined hereinafter*) or entity using the Website/Application and/or procuring any Service (*as defined hereinafter*) from PayLix. It is clarified that in case of a company, partnership, trust or any other legal entity which uses or accesses the Services, "**User**" shall include such company, partnership, trust or any other legal entity.

PayLix offers the Website, the Application and any Services conditioned upon the User's acceptance of all terms conditions policies and notices stated here. By procuring a Service from **PayLix**, or by use of the Website or Application, the User hereby agrees to be bound by these terms and conditions ("**Terms of Service**"), as applicable, to the use of the Website, the Application and any Services. Please note that additionally, usage of the Application will be subject to the terms of the Play Store / App Store, as specified by the specific provider.

Hence all the rights, benefits, liabilities & obligations under the following Terms of Service shall accrue to the benefit of PayLix regarding the User's use of the Website and/or the Application.

PayLix facilitates the Users to make vendor payment, rent payment, utility payments, GST payment, , or such other business payments through the Website and/or the Application ("**Services**"), and shall include any other services provided by PayLix from time to time.

Users agree to take full responsibility for the transactions made on the platform with respect to nature of transaction, beneficiary and the tax implications pertaining to the same. PayLix and its payment partners act as mere facilitators of authorized payments and shall not assume responsibility nor liability for any unauthorized transactions. PayLix further reserves the right to hold/suspend/refund and report those bill payments or transactions that are suspicious in nature as determined by PayLix in its sole discretion. PayLix further reserves the right to alter, limit or place such other restrictions on the transactions done by the Users on the Application as determined by PayLix in its sole discretion. PayLix shall assume that the User has authorized all Transactions by providing the relevant payment instrument and carrying out any appropriate verifications under Applicable Laws.

These Terms of Service read along with privacy policy of PayLix available at Privacy Policy, cancellation and refund policy and chargeback policy as detailed below or another policy that comes in force on the Website and the Application governs the relationship between the User and PayLix. The User is hence requested to read and understand the following Terms of Service, carefully, before registering on, accessing, browsing, downloading or using our Website and/or the Application, and before the User contributes in any way to the Application. All Users of the Application must accept and agree to abide by them. PayLix reserves all the rights to amend these Terms of Service at any time without giving prior notice. It is the responsibility of the User to have read the Terms of Service before using the Services. The User agrees to be bound by such revisions. All future changes may be notified once the User logs in into his/her User Account and however, the User shall ensure to read and keep updated of the terms and conditions from time to time. By continuing to access the Application or use the Services on or after the effective date of the revised Terms of Service, the User agrees to have read, understood and also be bound by the revised Terms of Service. If at any point of time, the User does not wish to be bound by these Terms of Service or do not agree to these Terms of Service, the User may not use the Application and terminate his/her use of the Services or Application immediately.

The User is solely and exclusively responsible for understanding and complying with all applicable laws of the User's specific jurisdiction, including but not limited to the provisions of the RBI Guidelines on Regulation of Payment Aggregators and Payment Gateways, Payment and Settlement Systems Act, 2007, Prevention of Money Laundering Act, 2002, Income Tax Act, 1961, Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) guidelines issued by the Department of Regulation, RBI (the "KYC GUIDELINES") etc., that may be applicable to the User in connection with the business and use of PayLix. The headings used in this Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.

PLEASE NOTE THAT PAYLIX DOES NOT VERIFY THE AUTHENTICITY OF ANY TRANSACTION OR ANY PAYEE AND ANY USER IS REQUESTED TO CAREFULLY SAFEGUARD THEIR PAYMENT INFORMATION AND DETAILS. IN CASE OF ANY MISHAP, MISUSE, FRAUD OR UNAUTHORIZED TRANSACTION, PAYLIX SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER AS LONG AS SUCH TRANSACTION HAS BEEN DULY AUTHORIZED BY THE USER, ACQUIRING BANK, CREDIT CARD ISSUING COMPANY OR SUCH OTHER PARTY AS THE CASE MAY BE.

Definitions

For the purpose of these Terms of Service, the following words and phrases shall have the meaning assigned to them under this Terms of Service.

Acquiring Bank:-means any bank or financial institution that processes debit card or credit card payments or payments from any other payment instrument of the User.

Affiliate:-

i) any natural person, partnership, corporation, association, or other legal entity directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of the User;

(ii) any partnership, corporation, association, or other legal entity 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by the User;

(iii) any natural person, partnership, corporation, association, or other legal entity directly or indirectly controlling, controlled by, or under common control with, User; or

(iv) any officer or director of the User. Notwithstanding the foregoing, affiliates” shall include only those persons acting on behalf of the User and performing services for the User within the scope of the authority of the User, as set forth in this Terms of Service.

API:-Application programming interface (API) is a set of subroutine definitions, communication protocols and tools for building software and implies a software code that allows two software programs to communicate with each other.

Convenience Fee:- means the convenience fee payable by the User to PayLix for using the Services through the Application.

Payee:-means any person to whom a payment is made by the User using the Services.

Password:-means the one time password sent by the card issuing or any other relevant third party for authorising the payment from the User’s designated account or PIN set by the User or the alphanumeric password set by the User to access the Services through the User Account.

Person:- means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable law.

Self – Financing Transaction:- means a Transaction where the registered User avails or uses the Application to inter alia fund his own business account or that of his spouse or relatives

or affiliates, transfer of funds to the Payee against any fake or fraudulent transactions, transfer of funds to self-owned account, use of a payment instrument of a User by any other User on Application for funding the User, transfer of funds to any subsidiary, holding, associate company of the User or any related party, unless such transfer of funds is towards a genuine transaction between the User and the Payee.

Service Provider:-means a bank, association, facility provider, card issuing institution, Acquiring Bank, payments gateway, other financial institution, card processor, clearing house networks or any such vendors or service providers, that PayLix may engage with from time to time to provide the Services.

Settlement Account:-means such bank account maintained by PayLix or the account of any payment Service Provider (who provides services in the capacity of a payment aggregator or payment gateway) on-boarded by PayLix for the provision of the Services.

Transaction:-means a payment instruction that results in the successful transfer of monies or settlement from a User to a Payee.

Transaction Amount:-means the total amount payable by a User to a Payee. This amount shall not include all applicable taxes, charges, interest, delivery costs, Convenience Fee and other such incidental charges etc.

User Account:- shall mean the account of the User created on the Application for availing the Services.

Eligibility:-

By agreeing to these Terms of Service, a User (which such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract. Additionally, where the User is registering on behalf of, and is the authorized representative of, a company, partnership or any other legal entity, such User has been duly authorized by such entity and is permitted under Applicable Laws to accept these Terms of Service. The User represents and warrants that the User has the full power and authority to accept the Terms of Service, access the Services provided by PayLix, under these Terms of Service and that these Terms of Service are binding upon the User and enforceable in accordance with these Terms of Service. All Services by PayLix are governed by these Terms of Service. Where the Services are availed by a company, partnership or any other legal entity, the User represents and warrants that the entity has the full power and authority to accept the Terms of Service and such Terms of Service shall bind such company, partnership, or any other legal entity, as applicable.

In case PayLix alters or amends the eligibility criteria to be registered for receiving the Services and the User no longer complies with the new eligibility criteria, as determined by PayLix in its sole discretion, the User accepts that PayLix may restrict or suspend the access to the Services without any liability for PayLix. The User is solely responsible for ensuring that the User are in compliance with these Terms of Service.

The User agrees that the User shall, as required or instructed by PayLix, update the devices to operate the Application as may be instructed by PayLix. In case the User fails to update as required, the User may not be able to use the Application.

The User shall ensure that there are proper encryption and security measures at its respective desktop, mobile device or other device used to access the Application to prevent any hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to such information.

The User may not use the Services for any illegal or unauthorised purpose nor may the User, in the use of the Services, violate any Applicable Laws (including but not limited to copyright laws). PayLix reserves the right to refuse or discontinue the Services to anyone for any reason at any time.

Registration:- In order to avail the Services, User must be registered with PayLix and the Service Providers, if required.

The User shall provide PayLix with all such documents as may be required by PayLix for identity verification of the User. By registering with PayLix, User agrees to provide true, accurate, current and complete information, failing which PayLix may at any time reject User's registration and terminate his right to use or access the Application or the Services. When User registers on the Application, a User Account will be created, that is associated with User's user name, Password and other identifying information. User shall be responsible for anything that happens through his User Account. User also expressly covenants that the User Account shall be used by him only for his valid and genuine transactions and not otherwise or for scrupulous/fake transactions. By registering with PayLix, if the User do not feel comfortable with any part of our Terms of Service, he must not use or access the Service. The User expressly undertakes to keep his/her account information, which includes but not limited to his primary email address, contact number, credit card number, bank account number, communication address, ownership or legal status current and valid and in case of any change in information provided, update his account immediately. In the event of any action/notice by any law enforcement agency or conviction by a court of law, the User shall undertake to forthwith without any delay inform PayLix about the same and keep PayLix updated. User shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

The User is solely responsible for protecting the confidentiality of its own username and Password and any activity under the account will be deemed to have been done by the User.

Information:

The User will be required to submit the following information while registering:

Valid Identification and address proof as may be specified by PayLix on the Application; Permanent Account Number, Goods And Services Tax Number of the User; Such other information as may be specified by PayLix for processing transactions on the Application.

The User authorises PayLix directly or through third parties, to make any inquiries as PayLix consider necessary to validate the identity, including as necessary to comply with the obligations under applicable laws and regulations. This may include asking the User for further information or documentation, requiring him to provide personal identification documents, valid identity proof and address proof.

The User authorises PayLix to access, use, process and share the information provided by the User and the details of the Transactions and such other information as may be necessary to comply with applicable law or court order, or if requested by any governmental entity or the Service Providers for processing the Transaction, investigating into an erroneous or fraudulent transactions or for such other reason as may be specified in the notice, order or direction from the court or any governmental authority or as required under the applicable law.

Communication:

By using the Application and/or the Website, it is agreed that the User has given his/her explicit consent to receive calls, auto-dialled or pre-recorded messages/calls or Whatsapp messages from PayLix, the Service Provider and such other third party as may be specified by PayLix from time to time, at any time with the use of the telephone number provided by the User, for registration on the Application, subject to the Privacy Policy. The User hereby gives his/her explicit consent to receive SMSs from PayLix Service Providers or any other third party service providers that may be engaged by PayLix for the purpose of circulating the promotional messages and transactional messages at any time and contacting the User through third parties or through the information received through them as well as contacting other parties through the information provided by the User. This consent to be contacted is for purposes that include and are not limited to promotional messages and transactional messages (as defined under Telecom Regulatory Authority of India Act, 1997 and the directions and rules framed thereunder)

Use of Services:

The Services may be used exclusively by the User for making to the Payee or making settlement of a valid and legal transaction and/or to make payments.

The User hereby understands, accepts and acknowledges that he is solely responsible for any loss or damage caused to the User or User's vendors/customers arising as result of the use of the Application not in accordance with the instructions of PayLix or the Service Provider, as the case may be, whether directly or indirectly and shall release PayLix and the Service Providers from any such liability arising therefrom.

The User has appointed PayLix as an agent to hold, receive, disburse and settle funds on its behalf in the name of, and for the benefit of the User. Such authorization shall permit PayLix to receive Transaction Amounts into a PayLix current account or such bank account as may be specified by PayLix to further process payment of the Transaction Amounts for which the products and/or services have already been delivered by the Payee to the User, as specifically permitted by PayLix (where PayLix will comply with relevant applicable laws for acting as a payment agent). The authorization provided hereinunder shall remain in full force and effect until specifically terminated by PayLix or where the User has discontinued the use of the Services, whichever is earlier. For acting as a payment agent, the User confirms and accepts that PayLix may engage payment aggregator or payment gateway or such other Service Provider for the processing of the Transactions.

PayLix shall initiate transfer of the relevant Transaction Amount received by it to the respective Payee's designated bank account promptly, subject to the maximum timelines permitted under applicable laws, after deduction of the Convenience Fees and such other charges as may be specified by PayLix from time to time. For clarity, the User acknowledges that PayLix shall be liable to settle amounts to the Payee only upon actual receipt thereof.

PayLix has no obligation to verify the authenticity of the Transaction once the transaction is generated through a valid login and authenticated through multiple levels of security checks provided on the Application. The User shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security and confidentiality of the User Account. PayLix shall not be liable for any mistake or misuse or unauthorised use of the Services by either the User or by any person authorized by the User, or by any person gaining access to the Services through the User. The User agrees that PayLix accepts all instructions originating from the User Account in good faith and that they are genuine and are normal business transaction and, in a manner, consistent with commercially reasonable security standards and the applicable laws. Certain terms of executing a Transaction are given below:

- On receiving the necessary details from the User, PayLix shall initiate the required payment to Payee as instructed by the User.
- Confirmation of the Transaction performed using valid login credentials i.e. username and Password (which includes the one-time password generated by the card issuing bank), shall be conclusive evidence of a Transaction being effected.
- User is responsible to furnish PayLix with correct and accurate information. In the event that the payment is in respect of a purchase or sale of goods and services offered by the Payee to the User, PayLix shall not be required to ensure that the purchased goods and services have been duly delivered. In the event a User chooses to complain about a Transaction, the same should be communicated to PayLix within 3 (three) hours of the Transaction. The User expressly agrees and warrants that PayLix is only an online intermediary / platform for facilitating the payment or settlement of transaction and hence is not responsible to the User or to any other third party for any wrong payment or defect in products or deficiency in services delivered or any other dispute between the User and the Payee or with banks.
- All transactions shall be done in Indian Rupees.
- In case of tax payment, once the GST and/or direct tax payment is processed successfully, the status of the payment will be updated on the GST and/or Direct Tax Portal, however, PayLix or the Service Providers are not liable or responsible which prevents the processing of any payments.
- The User shall get a challan confirmation on receipt of the same from the respective tax authorities. However, PayLix or the Service Providers are not responsible for ensuring the generation of the challan by the tax authorities.

User Obligations:

- Every User is responsible to (i) furnish correct and accurate information of the User/ Payee as may be required, on an independent basis; (ii) furnish to PayLix forthwith on demand, the original copy/copies of proof of delivery of products or services by the Payee, invoices or other records pertaining to any Transaction; (iii) ensure that all licenses and registrations required by him are in full force and effect to enable them to carry on the business of sale/ purchase of products and rendering of services and agrees to furnish immediately copies of such licenses on request by PayLix.
- The User hereby expressly acknowledges, agrees and undertakes not to enter into/ facilitate /carry on or attempt to enter into/ facilitate/ carry on any Self-Financing Transaction on or through Application. In the event, the User is found to be doing so or attempting to do such Self-Financing Transaction, PayLix shall at its discretion have recourse to take such actions as it deems fit (including suspension of account, investigation etc.) as the case may be, including initiating appropriate legal action as may be.

- The User hereby expressly acknowledges, agrees and confirms that: (i) payments towards rent are bonafide payments made for payment for rent under duly executed rent/lease/leave and license agreement entered with the relevant Payee; and (ii) for payments to vendors, the User has already received the goods / services for which payment is now being made by the User or shall be received simultaneously with such payment; and (iii) in all other cases, are for bonafide and lawful goods and services.
- User shall act in compliance with all applicable laws, rules and regulations and shall at all times comply with the guidelines set by Visa/Master Card/Rupay/Amex Acquiring Banks/ Service Providers, as may be applicable from time to time.
- User shall not sell, provide, exchange, or otherwise disclose to third parties or use themselves (other than for the purpose of completing a Transaction, or as specifically required by law) any personal information about any third party, including the account details and mobile number, without obtaining the prior written consent of such third party.
- User shall take all precautions as may be feasible or as may be directed by PayLix to ensure that there is no breach of security and that the integrity of the link between their systems/ site, the Application and the payment mechanism is maintained at all times. In the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this clause, the loss shall be to the account of the User and the User shall indemnify and keep indemnified PayLix and the Service Providers from any loss as may be caused in this regard.
- User shall bear and be solely and exclusively responsible for the payment of all relevant & applicable taxes (including any applicable withholding taxes) as may be due from time to time.
- A User shall not at any time require any other User or any other person to provide him with any details of the accounts held by the other Users with any Banks including, the Passwords, account number, card numbers, mobile phone numbers and PIN which may be assigned to them by the Acquiring Banks from time to time. A User shall entirely defend indemnify and hold harmless PayLix from any claims relating to the same or any costs and expenses suffered or incurred by PayLix.

- User shall not be entitled to a right to participate or seek advantage of certain campaigns, promotions or preferential pricing offered by PayLix on the Application on terms and conditions and eligibility criteria specified by PayLix on the Application from time to time. In case of any dispute between the User and PayLix, the decision of PayLix shall be final and binding on the User. PayLix reserves the right to discontinue such offers or promotions at any time, with or without a notice.
- A User shall use the information regarding a Payee (including name, address, e-mail address, telephone numbers and other data) conveyed to him whilst using the Services, only for the purpose of completing the Transaction for which it was furnished, and not to sell or otherwise furnish such information to others unless he has an independent source of such information or obtains the express written consent of such Payee.
- A User shall inform PayLix of any change in his email address, mobile number, address, ownership or legal status or his cessation of business in writing forthwith on such change.
- User shall not use the Services or the Application in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services or the Application in an automated manner or otherwise.
- PayLix has the right to investigate and prosecute violation of any of the above to the fullest extent of the law or seek such legal recourse as available. The User shall indemnify and keep PayLix and its officers, affiliates from any such losses or damages as PayLix may incur on account of such violations and also right to adjust any money lying in the settlement account towards losses or damages that PayLix may suffer on account of such violation, without prior notice to the User.
- User shall not hold PayLix liable for any delays in settlements and/or refunds that are not directly attributable to the act/omission of PayLix.
- PayLix reserves the right to temporary or permanently terminate or suspend a User's access to the Application in case a User fails to prove the validity of the Transaction with the Payee or for any other reason whatsoever, which PayLix may deem fit its sole discretion.
- Every User availing GST payment Service on the Application shall ensure that: (i) valid login credentials are entered by the User while accessing the GST portal; (ii) correct and accurate amounts are mentioned against respective type of tax heads; (iii) CPIN amount mentioned on the Application should be verified; (iv) any losses that may be

incurred due to providing of incorrect CPIN or incorrect amounts in the tax heads while making GST payments shall be at the cost and expense of the User. Every User availing utility bill payment Service on the Application is responsible to (i) furnish correct

- and accurate information of himself or of the Payee (ii) verify name, address, e-mail address, telephone numbers, utility/consumer account number and other data of the User.
- Every User availing direct tax payment Service on the Application is responsible to (i) furnish correct and accurate information of the Payee; (ii) verify name, address, e-mail address, telephone numbers, PAN/TAN and other data of the User; (ii) verify the challan type selected before initiating payment; (iii) any losses that may incurred due to providing of incorrect PAN/TAN or other information of the User on Application while making tax payments;
- In the event of any dispute between the User and the Payee with respect to the tax payments or any other payments in connection with the Services, PayLix shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.
- User shall ensure that he is selecting the appropriate Service on the Application and is utilizing the Application only for those purposes as selected by the User on the Application.

User Restrictions:-

Without limiting the foregoing, the User agrees that the User shall not use the Application, or the Services to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:

1. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to, or encouraging money laundering or gambling or gaming or transactions involving Virtual Digital Assets, or otherwise unlawful in any manner whatsoever;
2. infringes any patent, trademark, copyright or other proprietary rights;
3. contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
4. advertises or offers to sell any goods or services for any commercial purpose;

5. is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
7. violates any applicable law for the time being in force;
8. belongs to another Person to which the User does not have any right to;
9. interferes with or disrupts the Application or the Services or any other Person's websites, servers, or networks;
10. impersonate any other Person;
11. harms minors in any way;
12. forges headers or manipulates identifiers or other data in order to disguise the origin of any content transmitted through the Application or to manipulate the User's presence on the Application;
13. engages in any illegal activities;
14. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a Person, entity or agency for financial gain or to cause any injury to any Person;
15. defame PayLix and its employees, officers, directors, agents, partners and service providers, including without limitation, by posting any defamatory content on any social media;
16. 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 the investigation of any offence or insults any other nation.

For the purposes of this clause, **“Virtual Digital Asset”** means—

1. any information or code or number or token (not being Indian currency or foreign currency), generated through cryptographic means or otherwise, by whatever name called, providing a digital representation of value exchanged with or without consideration, with the promise or representation of having inherent value, or functions as a store of value or a unit of account including its use in any financial transaction or investment, but not limited to investment scheme; and can be transferred, stored or traded electronically;
2. a non-fungible token or any other token of similar nature, by whatever name called;
3. any other digital asset, as the Central Government may, by notification in the Official Gazette specify.

The User shall not attempt to or engage in any activity that may:

1. reverse engineer, decompile or otherwise extract the source code related to the Application and/or Website;
2. use any robot, spider, retrieval platform, or other device to retrieve or index any portion of the Application and/or the Website or content thereof;
3. collect information about other Users for any illegal or unlawful purpose;
4. create any User Accounts by automated means or under false or fraudulent pretenses for using the Application and/or Services;
5. transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Application;
6. use the Application, the Website or the Services in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Application, the Website or the Services, or interfere with any other User's use and enjoyment of the Services;
7. carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Application or the Website or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Application or the Website or any part of the Application or the Website or any other User.

The User shall not use the Application, the Website or the Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, or public policy or for any purpose that might negatively prejudice the goodwill of PayLix, its partners or violate the Terms of Service. PayLix reserves the right to suspend the User Account or restrict use of the Services or any such other action as PayLix may deem fit, including but not restricted to such legal recourses as may be available, without any prior notice to the User.

- **User Account History**When a payment is made to a Payee's designated bank account, PayLix will update User and provide Userwith a Transaction confirmation. The confirmation will serve as User's receipt. Upon request of User, PayLix may provide a summary of his/her/its User Account activity, for up to one year of account activity. Except as required by law, User is solely responsible for (a) compiling and retaining permanent records of all Transactions and other data associated with his User Account and his use of the Services, and (b) reconciling all transactional information that is associated with his/her/its User Account. If User believes that there is an error or unauthorized transaction activity is associated with his/her User Account, he/she/it must contact PayLix immediately and shall indemnify,

defend and hold harmless PayLix any such error or unauthorized transaction activity on the User Account.

Specific Terms

PayLix and or the Service Providers will not be responsible for any disputes between the Users and the Payees, including issues regarding prices, delivery, non-delivery, deficiency of services or delay in delivery of the products, quality of products or services or otherwise. PayLix and the Acquiring Bank shall not be a party to the contract between the User and any Payee in any manner whatsoever. All contracts are directly between Users and their Payees. All such disputes will be dealt with by and between the User and the Payee directly, and PayLix shall not be a party to such disputes.

PayLix cannot and does not guarantee the timings of any payments made as such timing is dependent upon User's bank, card issuing bank/ card processor (where a credit/ debit card is used), Acquiring Bank and other Service Providers. PayLix assumes no liability and shall not be held responsible for any delays in delivery of payment or availability of funds when using the Services.

User shall be responsible for any miscommunication or incorrect User/ third party/ other information that may be provided to PayLix at the time of enabling the Services for the User.

PayLix/ Service Provider reserve the right to impose limits on the number of Transactions or reject and refund Transactions which may be charged to the payment instrument of a User or other account during any time period and reserve the right to refuse to make payments in respect of Transactions exceeding such limit. PayLix also reserves the right to impose limits on each and every amount which may be charged on a payment instrument of a User or other account at any point of time. PayLix/ Service Provider also reserve the right to refuse to make payments in respect of Transactions by Users with a prior history of questionable charges or for any other reason as the case may be.

Security

The User will not hold PayLix liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of his/her mobile and/or the web-based access or through any other platform due to loss or theft of his mobile or cloning of his/her mobile or for

any other reason whatsoever. PayLix will also not be liable for any direct or indirect consequences connected with the use/ misuse of User's web/ mobile/ e mail account by any third party; including the User providing any authentication details such as an OTP or any payment instrument details to any third party. If any third parties gain access to the Services, the User will be responsible and shall indemnify PayLix against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

The User shall be fully liable for: (i) any unauthorised use of his mobile/ email account; and/or (ii) all authorised Transactions on his web/mobile/email account. Without prejudice to the remedies available to PayLix and these Terms of Service, PayLix shall be under no liability whatsoever to the User in respect of any loss or damage arising directly or indirectly out of:

1. any defect in any products supplied to him/her or services rendered to him/her;
2. any inability of a third party to supply or deliver the required products or services in the
3. necessary numbers or types or manner;
4. the refusal of any person (including a Service Provider) to honour or accept a payment;
5. the malfunction of any computer terminal or equipment;
6. any transaction which is unsuccessful or fails for any reason whatsoever, whether PayLix has a prior notice of it or not;
7. any mis-statement, error or omission by the User in any details disclosed to PayLix.

Intellectual Property Rights

The Application content and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to PayLix, subject to copyright and other intellectual property rights under the law and international conventions. Such Application content may not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, uploaded, or otherwise exploited without the prior written consent of PayLix.

The User also expressly agrees and undertakes and consents to use of its Marks on the Application

Disclaimer of Warranties

- **THE CONTENT AND FUNCTIONALITY ON THE APPLICATION IS PROVIDED WITH THE UNDERSTANDING THAT PAYLIX IS NOT HEREIN ENGAGED IN ITSELF FOR MAKING PAYMENTS. PAYLIX IS AN INTERMEDIARY BETWEEN BANKS, SERVICE PROVIDERS AND USERS.**

- **ALL CONTENT AND FUNCTIONALITY ON THE APPLICATION IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PAYLIX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, OR ADEQUACY OF THE APPLICATION OR THAT THE SERVICES PROVIDED OR THE FUNCTIONALITY ON THIS APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE.**

- PAYLIX DOES NOT WARRANT TO THE USER THAT: –
 1. THE INFORMATION OR CONTENTS PROVIDED ON THE APPLICATION WILL BE ACCURATE, COMPLETE AND UPDATED;
 2. THE USE OF THE SERVICES WILL MEET THE USER’S REQUIREMENTS;
 3. THE USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
 4. ANY INFORMATION OBTAINED BY THE USER AS A RESULT OF USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
 5. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER’S OWN DISCRETION AND RISK AND THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS/HER COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- FURTHER, NO WARRANTY IS GIVEN THAT PRODUCTS/SERVICES OR ANY DATA/CONTENT ARE FREE FROM ANY COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS.
- USER HEREBY ACKNOWLEDGES THAT HIS USE OF THIS APPLICATION AND THE SERVICES IS AT HIS SOLE RISK.
- UNDER NO CIRCUMSTANCES SHALL PAYLIX OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS APPLICATION OR THE SERVICES, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE APPLICATION, EVEN IF PAYLIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

Limitation of Liability

- USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF HIS ACCESS TO AND USE OF THE APPLICATION AND SERVICES, REMAINS WITH HIM. NEITHER PAYLIX NOR THE ACQUIRING BANK NOR ANY OTHER PARTY INVOLVED IN PROVIDING OR DELIVERING THE APPLICATION OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, OR IN CONNECTION WITH THESE TERMS, AS A RESULT OF HIS/HER USE OF THE APPLICATION OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PAYLIX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. FOR TAX PAYMENTS AND OR UTILITY BILL PAYMENTS THROUGH THE APPLICATION.
- PAYLIX SHALL NOT BE RESPONSIBLE FOR ANY SYSTEM FAILURE OR NON-COMPLETION OF TRANSACTION WHETHER SUCH FAILURE OR NON-COMPLETION INCLUDES SYSTEM FAILURE, DOWNTIME OR NONAVAILABILITY AT THE BANK/UTILITY PROVIDERS WEBSITE OR TAX AUTHORITIES WEB SITE.
- EXCEPT FOR PAYLIX'S OBLIGATIONS TO MAKE PAYMENTS THROUGH THE SETTLEMENT ACCOUNT AS ENVISAGED HEREIN, IN NO EVENT WILL PAYLIX'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND USER'S USE OF THE APPLICATION AND SERVICES, EXCEED THE AMOUNT OF INDIAN RUPEES ONE THOUSAND ONLY IN AGGREGATE AT ALL TIMES OR THE AMOUNT PAID BY THE USER FOR AVAILING APPLICATION, WHICHEVER IS LESSER. IN CASE PAYLIX IS LIABLE FOR ANY ADDITIONAL AMOUNT ON ACCOUNT OF THE NEGLIGENCE OR FAULT OF THE USER, PAYLIX RESERVES THE RIGHT TO RECOVER SUCH AMOUNT FROM THE USER TOGETHER WITH DAMAGES, LOSSES, COSTS AND FEES.

Payment Terms

Convenience Fees:

The Service Providers will authenticate, authorize, and process the payment instructions given by the User in respect of a Transaction upon fulfillment of valid criteria as set forth by the Acquiring Bank from time to time and accordingly transfer such approved Transaction Amount from the User's payment instrument to the Settlement Account maintained by PayLix.

In consideration of the Services rendered by PayLix to the User, the User shall pay to PayLix a Convenience Fee. The User can view the Convenience Fee details on the Application. PayLix reserves the right to charge the Convenience Fees to the Users on a differential basis.

The User will be made aware of the Convenience Fee on the mobile Application prior to making the Transaction. The User can proceed to make the Transaction only upon his agreement to the Convenience Fee charged for the use of the particular Service. All the Convenience Fees paid to PayLix are non-refundable.

PayLix shall deduct its Convenience Fees plus applicable taxes per successful Transaction and make payment of the balance of the Transaction Amount to the Payee's designated bank account.

All other taxes, duties or charges shall be borne and paid by User, unless otherwise agreed between the Parties. PayLix reserves the right to alter / modify / change the Convenience Fee payable at its discretion and other taxes, duties or charges on an actual basis at any time without notice to the User. PayLix shall not be liable for specifying the charges charged by the Service Provider on the Application and may be charged by such Service Provider separately to the User.

It is hereby agreed and acknowledged by the User that the Convenience Fees charged by PayLix in respect of a Transaction that has been successfully completed shall not be returned or repaid by PayLix to the User or any other person irrespective of the Transaction being rejected, charged back, refunded or disputed.

Taxes: PayLix shall deduct its Fees as well as GST from the Transaction Amounts received by them. User is responsible for determining any other taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for his use of the Services. User is also solely and exclusively responsible for collecting, withholding, reporting, and remitting correct taxes to the appropriate tax authority at such amounts as may be levied by law from time being in force. PayLix is not obligated to, nor will they determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction. PayLix specifically disclaims any liability for taxes.

Payout Schedule

PayLix will automatically initiate a pay out of the Transaction Amount to a Payee's designated bank account as set out herein below:

1. All Transactions from the payment instrument of a User shall be credited to Payee in accordance with the timelines specified by the Acquiring Bank, Service Providers and other persons.

2. All payments shall be made by PayLix subject to processing and receipt of the same.
3. All payments settled by PayLix to any Payee shall be through PayLix's designated bank account or such other banking channels or other Service Providers as may be utilized by PayLix.
4. PayLix will initiate, on a best efforts basis, a payout of the Transaction Amount received on non-business days, on an upcoming business day. However, PayLix shall not be held liable for any delay in payout of the Transaction Amount through no act or omission that is directly attributable to PayLix.
5. PayLix may defer payout or restrict a Payee's access to the Transaction Amount if
6. PayLix needs to investigate or resolve any pending dispute related to User's use of the Services. PayLix may also defer payout or restrict access to the Transaction Amount or cancel a Transaction and refund the Transaction Amount, as necessary to comply with applicable law or court order, or if requested by any governmental entity or the Service Providers. PayLix shall not be held liable for any delay in payout of the Transaction Amount in the foregoing instances.

Processing Errors

PayLix will attempt, on a best efforts basis, to fix processing errors it discovers. If the error resulted in Payee's receipt of fewer funds than he/she was entitled, PayLix will credit his Account for the difference, subject to PayLix receiving the necessary funds and verifying such shortfall. If the error results in Payee's receipt of more funds than he/she was entitled, PayLix will notify the Payee about such excess amount being credited and request the Payee to refund the extra funds to PayLix's designated bank account or such other bank account as may be specified by PayLix. PayLix will only be able to attempt to correct Transactions that User processes incorrectly if he/she notifies PayLix of such an error before transaction getting processed from PayLix's end. User's failure to notify PayLix of a processing error forthwith will be deemed a waiver of any right to amounts owed to him.

Chargeback Policy

- A "Chargeback" shall mean a request by the Reserve Bank of India, ,cyber crime cell or any other governmental authority, or any of the Service Providers under the order or direction of a governmental authority for a refund to the concerned User due to any of the following reasons:
 1. Any payment which the User refuses to honour or demands a refund of because the products or services, purchased or sold or the delivery thereof, was not as promised or was defective, deficiency of service, incomplete and /or unsatisfactory for any reason whatsoever, or that payment for the same has already been made;
 2. Any payments by a User using the Services, which is returned by the Acquiring Bank for any reason
 3. whatsoever;

4. Any charge/debit arising out of any alleged hacking breach of security or encryption that may be utilized by Service Provider/ PayLix/ Payee from time to time.
- As a result of the rapid nature of movements of funds, once a payment has been initiated through the Application, it may not be possible to retract the same. In such an event, neither the Acquiring Bank nor PayLix shall be responsible to the User or anyone else for chargeback or refund. The User hereby expressly acknowledges and confirms that PayLix shall not be liable for any Chargeback or Chargeback related issues.
- Any such retraction of payment shall be between User and Payee directly and a Chargeback can be considered only if the Payee refunds the amount back.
- In any event, Chargeback request may be entertained only if the Payee refunds the amount and hence, PayLix disclaims all liability in this regard.
- PayLix shall not be responsible to make payments in respect of any Chargeback unless it has received the requisite amounts from the Reserve Bank of India, cyber crime cell or any other governmental authority, or any of the Service Providers under the order or direction of a governmental authority. In the event of the receipt by PayLix of an amount of a Chargeback request
- , PayLix shall pass on to User such amount received by them within 7 (seven) working days.

25. Cancellation and Refund Policy

If a User has initiated a Transaction, the User cannot cancel the same once the Transaction has been initiated/ processed.

User is solely responsible to add the Payee bank account details on the Application and the User must ensure that the details entered in respect of the account name, account number, IFSC code, etc are correct.

PayLix shall not be liable to check or validate the account details on behalf of the User. The User acknowledges that in case the User enters incorrect bank details, PayLix will not be responsible/liable to refund any amount to the User whatsoever.

PayLix, the Service Providers and the Acquiring Banks will not be responsible in case the User initiates a wrong/incorrect transaction. Users shall have very well understood and acknowledge that payments when made into a bank account of the Payee are irreversible as the same falls under the personal jurisdiction of the said Person.

In case the User claims a refund after the Transaction is settled, the User expressly agrees that such transactions cannot be rolled back and hence covenants to resolve this transaction with the Payee offline and inform PayLix on such resolution.

There shall be NO REFUNDS or REVERSAL of any kind for successfully initiated/processed Transactions; even where such transaction is effected or executed on account of any default or negligence of the User.

However, the User shall be fully refunded for any kind of debits on account of technical failure on the Application. In such a case, the User shall be refunded the entire amount, including the Convenience Fee (if any), without any demur into his account within 7 (seven) to 10 (ten) working days.

All refunds to the Users shall not entail any Chargeback of Convenience Fee and related taxes.

In case of User violating any terms of the Terms of Service, PayLix reserves the right to hold back any payment which it feels as suspicious or invalid unless completely validated.

Fraudulent Transactions

In case PayLix is intimated, by the Acquiring Bank or a card payment network or the regulatory authorities, that a User has reported an unauthorised debit of the User's payment instrument ("Fraudulent Transaction"), then PayLix shall be entitled to suspend the settlement of the amount associated with the Fraudulent Transaction during the pendency of inquiries, investigations and resolution thereof by the Acquiring Bank or the card payment network.

In the event the Fraudulent Transaction results in a Chargeback, then the Chargeback shall be resolved in accordance with the provisions relating to Chargeback as set out under these Terms of Service.

If the amount in respect of a Fraudulent Transaction has already been settled to the User pursuant to these Terms of Service, any dispute arising in relation to the said Fraudulent Transaction, following settlement, shall be resolved by the payment providers and the Acquiring Banks in accordance with applicable laws.

Termination: If either PayLix or Service Provider suspects, on reasonable grounds, that a User has committed a breach of these Terms or any other agreement with PayLix or any act of dishonesty or fraud against PayLix/ any Service Provider, PayLix shall be entitled to (a) suspend all payment under these Terms; (b) deactivate/ suspend the User Account and disable the User's Password; and (c) terminate User's access to the Application or the Services; pending enquiries by PayLix. User may cancel his User Account at any time by sending PayLix an email to that effect.

Indemnity: User shall keep PayLix and the Acquiring Bank and Service Providers safe and harmless and indemnified from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses,) or any other loss that may occur, arising from or relating to any claim, suit or proceeding brought against PayLix by another User/ Service Provider/ third party for reasons including, but not limited to (i) delivery, non-delivery or delay, deficiency or mistake in respect of the products purchased sold or services rendered; (ii) a breach, non-performance, non-compliance or inadequate performance by the User of any of the terms, conditions, representations, obligations or warranties made by him/her; (iii) any acts, errors, misrepresentations, wilful misconduct or negligence of the User, or his/her employees, subcontractors and agents in performance of their obligations under these Terms of Service; (iv) infringement of Intellectual property rights, privacy rights of third parties; (v) third party claims or suits; or (vi) disclosure of sensitive information by or through User.

Miscellaneous Terms

PayLix may, change any fee or charge or institute new fees or charges and the Authorising Bank or any other Service Provider may charge an additional surcharge on a particular Transaction made by the User on a case-to-case basis. The User agrees to pay all fees and charges so levied. PayLix shall not be liable for specifying such additional surcharges charged by the Service Provider on the Application and may be charged by such Service Provider separately to the User.

PayLix shall not make any refunds of any amounts other than as agreed by these Terms of Service.

The User hereby accepts that he/she may, from time to time, receive from PayLix or its associates, communications such as service announcements, advertisements or administrative communications.

PayLix's sole obligation and User's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to the Services, shall be to use all reasonable endeavours to restore the Services as soon as reasonably possible.

In no event shall PayLix or a Service Provider be liable to a User or any other third party for any applicable taxes and government levies.

Any link on the Application to a third-party site is not an endorsement of that third-party site or platform. The use or browsing by a User of any other application shall be subject to the terms and conditions in each such application.

PayLix does not endorse any advertiser or merchant linked to its Application. In case of any such endorsement, the User must verify all information provided by the merchants/ advertisers before arriving at his decision to purchase any product or service.

The User's participation in any event/ contest/ promotion shall be governed by the terms and conditions mentioned in the respective event/ contest/ promotion along with these Terms of Service.

PayLix shall not be liable for any unauthorised access to the User's data or any unauthorized transmissions sent through the Services.

PayLix shall have the right, at its sole discretion, for any or no reason, and without notice to the User and without penalty, to: restrict or terminate a User's access to its Services, Application or Website; modify or discontinue its Services, Application or Website or any part thereof; require a User to provide details in respect of any transactions and any other details as required by PayLix from time to time, without incurring any liability thereof.

The User shall not (whether on-line or otherwise) describe itself as agent or representative of PayLix or make any representations to any customer or any third party or give any warranties which may require PayLix or Service Provider to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to customer or any third party.

PayLix shall not be liable for any breach of these Terms of Service due to any force-majeure event such as act of god, fire, lightning, explosion, flood, inclement weather conditions, power failures, failure in any communication systems, equipment breakdown, strikes, lock-out or any other cause beyond the control of PayLix. Additionally, PayLix will not be responsible or liable for any disruption to the ability of the User to utilize the Services on account of payment failures of the failure of any third party.

If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Service shall continue in effect.

PayLix may assign or transfer its rights and obligations to any other party, with or without a notice to the User.

In case of any dispute between the parties on the interpretation or implementation of these Terms of Service, the appropriate court in Hyderabad shall have exclusive jurisdiction.

No failure or delay by PayLix in exercising any right, power or privilege shall operate as a waiver thereof.

All claims, matters and disputes are subject to the sole and exclusive jurisdiction of the competent courts in Hyderabad, State of Telangana.