

Terms and Condition

Terms of Use to be read carefully as they constitute a legal agreement ("Agreement") between Inscite Fintech Solutions Private Limited and

1. A holder of a BIZPAY Wallet ("Holder(s)", "you" or "User");
2. A merchant establishment that allows its customers the option to make a purchase/payment using their BIZPAY Wallet ("Merchant", "you" or "User"); or
3. An internet surfer ("you" or "User").
4. Any more things can be added as per requirements

This document is an electronic record in terms of the Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines) Rules, 2011 that provide for the due diligence to be exercised by the Website.

We Inscite Fintech Solutions Private Limited ("BIZPAY" "we" or "us", which also includes its affiliates) is an end-to-end software solution provider for employee expense management, e-commerce for office supplies and travel booking portal. This platform ("BIZPAY Wallet") to Holders on which they can make payments towards business expenses authorised by their employer(s)(details of wallets and its services

) ("Service(s)"). BIZPAY has its registered office situated at F-205, Tower II, Plot No. R- 1, Sector-40, Seawoods, Navi Mumbai, Thane, Maharashtra – 400 706, India. We have employees and authorized representatives ("Team").

Pursuant to the co-branding agreement between LivQuik and BizPay (Inscite Fintech Solutions Private Limited), LivQuik will issue co-branded Wallets which will be offered to you through our Services.

These PPI Wallet Terms are applicable to you as you have subscribed to the Wallet issued by LivQuik and form a binding agreement between you and us. If you subscribe to the Wallet issued by LivQuik, you also agree to be bound by LivQuik policies including the terms and condition specified in LivQuik website.

These Terms of Services supplements and are in addition to, and not in derogation of, the applicable Terms & Conditions of LivQuik and will continue to be governed by regulations of Reserve Bank of India ("RBI") on Prepaid Payment Instruments (PPI).

These Terms & Conditions apply to all transactions involving QuikWallet and form the contract between the QuikWallet holder and LivQuik subject to which QuikWallet is issued by LivQuik Technology (India) Private Limited.

Once you subscribe to the PPI wallet issued by LivQuik, you also agree to be bound by LivQuik Terms & Condition and policies mentioned on LivQuik's website.

It is your responsibility to visit LivQuik's Website on a regular basis to obtain the latest updates of its terms and conditions of use and policies.

These Terms of Use ("Terms") including our Privacy Policy define the terms and conditions under which you're allowed to use the Wallet/website/Mobile and Web Application and how we'll treat your account and BIZPAY Wallet while you are a member. If you have any questions about our terms, feel free to contact us at care@bizpay.co.in

YOUR AGREEMENT WITH BIZPAY

1. We reserve the right to modify the Terms at any time without giving you any prior notice. Your use of the Wallet/Website following any such modification constitutes your agreement to follow and be bound by the Terms as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Wallet/Website or to particular Service are also considered as Terms.
2. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us.
3. Your access to the use of the Wallet/Website and the Services will be solely at the discretion of BIZPAY.
4. The Agreement is published in compliance of; and is governed by the provisions of Indian law, including but limited to:
 1. The Indian Contract Act, 1872,
 2. The (Indian) Information Technology Act, 2000, and
 3. The rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011.

APPROVAL OF TERMS

1. By using the Wallet/Website and its Services, you agree that you have read and understood these Terms and you agree to be bound by these Terms and use the Services in compliance with these Terms. Please read these Terms carefully. If you do not agree to be bound by (or cannot comply with) any of the terms below, please leave the Wallet/Website immediately and terminate your account with us. The information that you obtain or receive from BIZPAY, its Team, contractors, partners, sponsors, advertisers, or otherwise on the Website is for informational and scheduling purposes only.
2. The information provided on the Wallet/website is not professional advice and must not be considered as such. Your use of information provided on the Wallet/website is solely at your own risk.
3. You can accept the Terms by:
 1. Using the Wallet/website; or

2. By actually using the Services. In this case, you understand and agree that Wallet/Website will treat your use of the Services as acceptance of the Terms from that point onwards.

1. For being a valid User, you must satisfy the following conditions:
 1. You are of legal age to form a binding contract with BIZPAY; or
 2. You are not a person barred from receiving the Services under the laws of India or other countries including the country in which you are resident or from which you use the services.

KYC Verification

LivQuik will issue a Wallet to you only if you comply with the KYC requirements, as per which you have to provide us with certain details about yourself. LivQuik will use the details you provide and authenticate your personal identification information

for the KYC compliance under applicable law. Whether you can use all or some of the Wallet's features depends on whether you have provided minimum details (about yourself) or if you have completed full KYC.

You authorize us, including any third-party that may be engaged by us to undertake your KYC process as may be required from time to time. You agree and acknowledge that we may use the services of a third-party to complete your KYC process. You may be required to share with us copies of your documents and any other additional information that we may require to verify your identity. The collection, verification, audit and maintenance of the correct and updated information about you is a continuous process, so we reserve the right at any time, to take steps necessary to ensure compliance with all applicable KYC requirements. If you refuse to share your information for the KYC process, we may need to deny or limit your use of the Wallet.

User's relationship with LivQuik

Who issues the products: LivQuik will issue the Wallet to you (if you successfully complete the KYC process/minimum details requirement and any other requirements that we may prescribe from time to time). Remember, the Wallet is not issued by BIZPAY. BIZPAY provides and maintains the Platform through which you can access your Wallet Account.

Who holds your funds: BIZPAY does not hold your funds either. LivQuik maintains the Wallets which hold your funds, and against which all payments and transfers are settled. So, funds in your Wallet are solely held by LivQuik. LivQuik debits or credits your account based on the instructions you send through the Platform.

Expiry of the card

Under the extant co-branding arrangement between LivQuik and Inscite Fintech Solutions Private Limited, category of primary issuance shall be Card PPIs, which shall be backed by Wallets. The expiry period for Card PPIs shall be 3 years or date of expiry, as mentioned on the card, whichever is applicable as per the programme, and the Wallets shall have a perpetual validity.

Once the Card linked to wallet is expired following process shall be followed.

1. A new Card can be reissued based on customer request in lieu of expired card which can be used by card holders
2. Card which has expired can be blocked and the remaining balance in card can be refunded back to customer
3. LivQuik may transfer the outstanding balance to its Profit & Loss account three years after the expiry date of PPI. In case the PPI holder approaches LivQuik for refund of such amount, at any time after the expiry date of PPI, then the same shall be paid to the PPI holder in a bank account.

LivQuik (Issuer) policies

As Quik Wallet PPI user issued by LivQuik it is your responsibility to visit LivQuik's Website on a regular basis to obtain the latest updates on policies for Quik wallet.

Refer below links to access

Terms and Conditions – <https://livquik.com/ppi/terms-and-conditions/>
Grievance Policy – <https://livquik.com/ppi/grievance-policy/>
Privacy Policy – <https://livquik.com/ppi/privacy-policy/>
FAQ:- <https://livquik.com/wallet-faq/>

Definitions: -

The word “LivQuik” refers to LivQuik Technology (India) Private Limited, a company incorporated under the laws of India and having its registered office at B-206, Supreme Business Park, Hiranandani Gardens, Powai, Mumbai-400076.

“LivQuik” or “PPI Issuer” shall mean LivQuik Technology (India) Private Limited, i.e., the proprietors of QuikWallet.

“QuikWallet Account” means the account opened in the name of an applicant and maintained by LivQuik Technology (India) Private Limited for the purpose of usage of the account as per the Terms & Conditions contained herein.

“QuikWallet” means a prepaid instrument issued by LivQuik to a QuikWallet Account Holder in terms hereof. It facilitates purchase of goods & services and remittances against the value stored on such instruments.

“Available Amount” means in relation to the QuikWallet Account, the amount available at a given point of time for use by the QuikWallet Account Holder, being a sum of amount(s) loaded in QuikWallet as reduced by (a) the amount(s) utilized by using QuikWallet for transaction(s) and (b) fees, costs and expenses as charged by LivQuik Technology (India) Private Limited.

“Transaction” means an instruction or an inquiry or communication as appearing in LivQuik’s records, given or made by QuikWallet Account Holder using QuikWallet directly or indirectly to LivQuik to effect a transaction, whether via Mobile or any other device of LivQuik or of the LivQuik’s shared network.

“Escrow Account” For the safety of customer funds LivQuik has ensured that the same is transferred into an escrow account of a bank wherein LivQuik can operate account only for settling the funds with the merchants or remittance recipients. It ensures that funds are secure and customers can claim the same from the bank by providing appropriate proofs as deemed fit by the bank.

“Know Your Customer (KYC)” refers to the various norms, rules, laws and statutes issued by RBI from time to time under which LivQuik is required to procure personal identification details from You before any services can be delivered.

Prepaid card (Quikwallet) charges

Surcharges will be applicable to Quikwallet associated with prepaid card on certain type of transactions performed by card holders associated with specific merchant categories.

Disputes

All the transaction disputes related to network shall be governed as per network guidelines by LivQuik. LivQuik will be the sole arbitrator in these disputes between the LivQuik Account Holder and the Merchant.

INFORMATIONPRESENTATION/EDITORIALCONTROL

1.

1. We make the Wallet/Website available as a part of our Service to Holders and Merchants. We may, but have no obligation to, have nonuser-posted information reviewed by the Wallet/Website's editorial personnel.

2. It is important to note, however, that the timeliness and accuracy of any or all of the information are not guaranteed. Neither the authors, the editorial personnel, nor any other party who has been involved in the preparation or publication of this work can assure you that the information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such information.

USE OF SERVICES AND INFORMATION ON THE WALLET/WEBSITE

1. In order to access certain Services, you may be required to provide information about yourself (such as identification, contact, or payment details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to us will always be true, accurate, correct, complete, and up to date. Any phone number used to register with the Wallet/Website needs to be registered in your name and you might be asked to provide supporting documents to prove the same.
 2. In terms of the Information and Technology Act, 2000 read with Information Technology (Intermediary guidelines) Rules, 2011, BIZPAY securely transmits and saves your data including but not limited to the interactions done by the user on the BIZPAY App, the transactions undertaken by the user via BIZPAY including the exchange of short message service, to our secure servers. The same enables BIZPAY to not only serve its users with better offers but also with reminders and notifications for activities more in-line with user's interests.
 3. Information provided by BIZPAY or otherwise obtained from the Wallet/Website will not be used for any unauthorized and unlawful purpose;
4. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by BIZPAY unless you have been specifically allowed to do so in a separate agreement with us;
- You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services);
 - You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the information obtained from the Wallet/Website for any purpose whatsoever;
 - You agree that you are solely responsible for (and that BIZPAY has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which BIZPAY may suffer) of any such breach.
 - You will not impersonate another person, including, without limitation, a Holder or a Merchant.
 - You agree to the use of your data in accordance with BIZPAY's privacy policy.
 - All personal and contact information provided by you will be kept confidential by BIZPAY. This includes your personal information given in relation to your account creation and subsequent administration.

CONTENT YOU POST OR SUBMIT

1. On the creation of an account on the Wallet/Website, you will have the opportunity to use various interactive aspects through which you can communicate with our Team and share information (collectively "Posted Information"). It is important that you act responsibly when providing such Posted Information. Do not use inappropriate language, or make gratuitous personal criticisms or comments. When participating in interactive aspects of the Service, please do include all relevant information in a concise manner to help us provide you with a helpful response.
2. Please note that:
 1. You are solely responsible for any Posted Information that you submit on the Wallet/Website or transmit to our Team and/or other users of the Wallet/Website;
 2. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates, or violates the intellectual property, publicity, privacy, or other rights of any party;
 3. You may not provide any Posted Information that falsely expresses or implies that such content or material is sponsored or endorsed by BIZPAY;
 4. You may not provide any Posted Information that is unlawful or that promotes or encourages illegal activity;

5. You understand and agree that BIZPAY may (but is not obligated to) review and delete any Posted Information that in the sole discretion of BIZPAY violates these Terms or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users of the Wallet/Website and/or any other person;

- You agree that you will only provide Posted Information that you believe to be true and you will not purposely provide false or misleading information; and
- The following is a partial list of the kind of content and communications that are illegal or prohibited on/through the Website. BIZPAY reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services and terminating the membership of such violators or blocking your use of the Services and/or the Wallet/Website. You may not post content that:

1. Involves the transmission of unsolicited mass mailing or "spamming";
2. Harasses or advocates harassment of another person;
3. Is false or intentionally misleading;
4. Violates the intellectual property or other rights of any person;
5. Is threatening, obscene, defamatory or libelous; or
6. Is pornographic or sexually explicit in nature.

1. You agree, through Your use of this Service, that you will not use this Wallet/Website to post any material which known to be unlawful, false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, libelous, harmful, obscene, profane, sexually-oriented, threatening, racially offensive, invasive of a person's privacy, or otherwise objectionable material of any kind or nature.
2. You agree and acknowledge that you will not submit unlawful, offensive, inaccurate, misleading, abusive, pornographic, harassing, libelous, blasphemous, defamatory,

obscene, paedophilic, invasive of another's privacy, hateful, racially or ethically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise inappropriate material.

3. You also agree that you will:
 1. Not upload or share any information that impersonates another person, threatens the unity, integrity, defence, security, or sovereignty of India;
 2. Obtain any consents, permission, or licenses that may be legally required for you to submit any material;
 3. Respect the privacy of others;
 4. Not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, viruses;
 5. Not use any other technologies or initiate other activities that may harm the Service, or the interest or property of the Users; and

6. Not use any automated systems or means to access, acquire, copy or monitor any part of the Service.

1. You will notify BIZPAY at BIZPAY helpdesk upon coming across any objectionable content on the Wallet/Website and BIZPAY shall use its best efforts to remove such objectionable content within 24 hours from being duly notified.

YOURUSEOFINFORMATION

1. Except for Posted Information that you submit, all of the information available on or through the Services and/or the Wallet/Website, including without limitation, text, photographs, graphics, and video and audio content, is owned by us and our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain BIZPAY's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Wallet/Website for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Website in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in the Wallet/Website and the Services not expressly granted by us to you are retained by BIZPAY.
2. We make no guarantees, representations, or warranties, whether expressed or implied, with respect to professional qualifications, expertise, and quality of work or services, or other information concerning the Team.

USERRESPONSIBILITIES

1. We make no guarantees, representations, or warranties, whether expressed or implied, with respect to professional qualifications, expertise, and quality of work or services, or other information concerning the Team.

PRIVACYANDINTELLECTUALPROPERTYPROTECTION

1. BIZPAY's Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our services, you agree that BIZPAY can use such data in accordance with our policies.
 2. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
3. You agree that you will be solely responsible to BIZPAY for all activities that occur under your account.
- If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately at BIZPAY helpdesk.
 - All trademarks, brands, and service marks, used in conjunction with the Services offered by BIZPAY and owned by BIZPAY shall be our property; BIZPAY shall own all of the copyrights and database rights in the Services. Without our consent, you may not publish, distribute, extract or reproduce any contents provided by the Services. 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 Website and all rights therein are reserved to the registered owners of those trademarks.
 - As a user of our Wallet/Website, you acknowledge that any intellectual property which is not specifically mentioned to be owned by us is owned by their respective owners and the owners have a right to take appropriate actions against you for any violation, infringement and passing off.
 - Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of the intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. 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 the use of the interface/Wallet/Website.

THIRD-PARTY INFORMATION ON THE WALLET/WEBSITE

1. As some information appearing on the Website is provided to BIZPAY by third parties, BIZPAY will have no liability in respect of any loss or damage arising from third party information which appears on the Website, including the manner in which the information is displayed or information which may be:
 1. Out of date;
 2. Inaccurate;
 3. Duplication;
 4. Impersonation by a person to be another person.
2. All dealings and communication arising from BIZPAY's facilitation of interaction between Merchant and Holder will be between the Merchant and Holder only and BIZPAY is not responsible in any manner for any communication between the Holder and the Merchant and has no liability in respect of such dealings whatsoever.

3. BIZPAY is not an agent for any of the Merchants listed on this Wallet/Website and BIZPAY has no responsibility for and no liability whatsoever in respect of the conduct of a Merchant or quality of service provided by a Merchant.

LINKSTOOTHERSITES

1. The Services may include links to other websites. Some of these websites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and the provision of these links does not mean that we endorse these websites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites.
2. You will note that the URL to every webpage on our Wallet/Website begins with "https://". In other words, every webpage on our Wallet/Website is hypertext transfer protocol secure ("HTTPS Enabled") or "identity verified".
3. We have had our entire Wallet/Website HTTPS Enabled to better protect your security against dummy websites. Please verify that a webpage is HTTPS Enabled before providing any information on it. We will not be liable for any consequences of you providing details on any third party website, including dummy websites.

NOWARRANTIES

1. The interface/Wallet/Website is provided subject to all of the terms set forth in the Terms.
2. BIZPAY disclaims all warranties whether express or implied, including but not limited to:
 1. That our Wallet/Website will always function without disruptions, delays, or errors. A number of factors may impact the quality of your communications and use of the Wallet/Website and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched mobile network, private switched mobile networks, and your power supply. We take no responsibility for any disruption, interruption, or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control;
 2. Your ability to use the Service through the Wallet/Website;
 3. Your satisfaction with the Service or the Wallet/Website;
 4. Security and privacy of your data;
 5. That bugs or errors in the Service and/or Wallet/Website will be corrected;
 6. That our Services will be compatible with all broadband services and modems and we disclaim any express or implied warranties regarding

the compatibility of our Service with any particular broadband service or modems;

- 1.

1. We make no express or implied representations or warranties about our Services or the Wallet/Website 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 non-infringement. 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; and
2. That our Team who furnishes Services to you in connection with this Agreement or the Service will be liable for any act or omission in relation to the Wallet/Website.

RESTRICTIONS ON USE

1. In addition to all Terms of this Agreement, you shall not:
 1. Use the third party links to sites without agreeing to their website terms & conditions;
 2. Post links to third party websites or use their logo, company name, etc. without their prior written permission; or
 3. Use the Services for spamming and other illegal purposes.

TERMINATION OF SERVICES

1. Your account may be disabled and Services may be terminated based upon the representations made by you. Any of the following actions may result in termination of Services:
 1. Impersonating another person or entity with the effect of misleading users about the identity of the creator of content (including misleading account user names, voices and sounds used in broadcasts, and account profile information);
 2. Impersonating the Services or a BIZPAY Team member;
 3. Representing that content, you post or transmit through the Services is created or endorsed by us;
 4. Providing or sending any content which may be harmful or detrimental to BIZPAY or its business associates, or which violates any restriction or policy established by BIZPAY or its business associates;
 5. Submission of any content that falsely expresses or implies that such content is sponsored or endorsed by us;
 6. Falsification or deletion of any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is posted;
 7. Putting on BIZPAY's system any content that contains software viruses, trojan horses, or any other computer code, files, or programs designed

to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

1.
 1. Manipulating Service identifiers in order to disguise the origin of any content transmitted via the Services;
 2. Collecting or storing personal data about other users;

3. Interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Service;
4. Using any robot, spider, website search/retrieval application, or other devices to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose; or
5. Creating user accounts by automated means or under false or fraudulent pretences.

SPAMMING

1. You may not use the contact information provided by us or other users or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as spam. You may not allow others to use your account to violate the terms of this section. We may terminate your membership or access to the Wallet/Website immediately and take other legal action if you or anyone using your Credentials violates these provisions.

ADDITIONAL TERMS

Certain Services on the Wallet/Website may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms. If you choose to register for or access any such Services, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

DISCLAIMER

1. The Service and the Wallet/Website and its entire contents are provided on an 'as is' basis. BIZPAY and its officers, employees, agents, and contractors give or make no representation or warranty (either express or implied) as to the suitability of the Service or the Website or its contents for any purpose or the completeness, accuracy, reliability, security or availability of the Service or the Website or its contents; nor do they accept any responsibility arising in any way (including from negligence) for errors in, or omissions from, the Service or the Website.

2. BIZPAY and its officers, employees, agents, and contractors are not 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 Website, or your reliance upon the Service or the information contained upon the Website (whether arising from BIZPAY's or any other person's negligence or otherwise).

- You and BIZPAY agree that any cause of action arising out of your use of the Service or Website must be commenced within 12 (twelve) months after the cause of action accrues or you become aware of the facts giving rise to the cause of action, whichever is later. Otherwise, such cause of action is permanently barred.
- Where any legislation implies any term, condition, representation, or warranty into this Agreement or the Privacy Policy and that legislation prohibits exclusion of that term, condition, representation, or warranty, then that term, condition, representation, or warranty is included.

GENERAL LIMITATION OF LIABILITY AND INDEMNIFICATION

1. Your sole and exclusive remedy for any dispute with us is the suspension of your BIZPAY account. In no event shall our total cumulative liability to you for any and all claims relating to or arising out of your use of the Website, regardless of the form of action, exceed INR 10,000

In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential, or exemplary damages arising from your use of, or inability to use, the Wallet/Website. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if we knew or should have known of the possibility of such damages.

1. You agree to defend, indemnify and hold BIZPAY, and its Team harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fees resulting from or alleged to result from your use of this Wallet/Website.
2. You hereby indemnify and hold BIZPAY, and its Team harmless from any loss, costs, damages, expenses, and liability caused by your use of the Wallet/Website, your violation of this Agreement, or your violation of any rights of a third party through the use of the Wallet/Website.

UNENFORCEABLE PROVISIONS

1. If any provision of these Terms is, or is found to be, unenforceable under applicable laws, that will not affect the enforceability of the other provisions of these Terms.

GOVERNING LAW AND DISPUTE RESOLUTION

1. Except as otherwise described, all content availed by the use of this Wallet/Website/interface are made available only to facilitate the users. BIZPAY controls and operates the Wallet/Website and Services and makes no representation that the contents and Services are appropriate or available for use in other locations. If you use the Services from a location other than the location where the Wallet/Website and Services are controlled and operated, you are responsible for compliance with applicable local laws.
2. These Terms shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to these Terms shall be settled in the courts located at Mumbai, India.

BIZPAY Wallet Features

BIZPAY is an authorized Payment and Settlement System under the Payment and Settlement Act 2007. It offers semi-closed Pre – paid instruments in cobrand arrangement with LivQuik (Issuer) to Holders/Users on which they can load and transfer funds in Indian currency to make purchases of commodities or avail of financial services from different Merchants.

As per law and relevant KYC Guidelines, BIZPAY wallets are issued on submission of details which shall include mobile number verified with One Time Pin and self- declaration of name and unique identification number of any of the “officially valid document” defined under PML Rules, 2005 or on the submission of complete documents (“ KYC Compliant Wallet”) these shall only be issued after completing KYC of the PPI Holder . BIZPAY Wallet will be valid for an indefinite period subject to the limitations provided under law; any changes to the same will be communicated by updating these terms and conditions

Above parameters and limit capping is applicable as per the Master direction on issuance and operation of prepaid card instruments dated 11th Oct 2017, and subject to change as when new guidelines is issued by RBI.

BIZPAY Wallet can be loaded through online payment methods such as domestic credit/debit card and net banking. However, you will not be able to use prepaid cards, EMI, cards issued outside India or a combination of cards to add/load amount to your Wallet. Such loads will be as per the prescribed limits as per accounts, mentioned under these T&Cs and as provided by RBI from time to time. Except as provided hereunder, amount in your Wallet will not be refunded to you under any circumstances. No refund will be provided in cash, at any point of time. No interest will be paid on the amount in the Wallet at any point of time.

The Login used for your BIZPAY Wallet shall give You access to all other Services being offered on our Platform.

FeesandCharges:

BIZPAY reserves its right, in its sole discretion and without any prior notice, to impose and/or revise charges/commissions in relation to the use of your BIZPAY Wallet. The current charges for your Wallet are provided hereunder, the same are subject to change.

ScheduleofchargesofforBIZPAYWallet

If the wallet referred here is Qiukwallet the fees are going to be charged from wallet it needs to be disclosed event wise

You agree and acknowledge that BIZPAY is only a facilitator and is not and cannot be a party to or control in any manner any transactions relating to purchasing of goods and/or services using BIZPAY Wallet.

BIZPAYWALLETMAINTENANCECHARGES

1. If you are a registered BIZPAY Wallet holder who has not logged in to his/her account on the BIZPAY mobile application, site or website for more than one year (“Inactive Period”), then BIZPAY is entitled to levy a small annual fee (“Wallet Maintenance Charge”) and deduct it from your existing Wallet Balance. To clarify, a zero-balance inactive wallet will not be charged any Wallet Maintenance Charges.
2. Wallet Maintenance Charges is our way to ensure we keep bringing out updates, improvements, and fixes for a consistently good user experience for our users.
3. Post the Inactive Period, a notification of Seven (7) days (“Notice Period”) will be sent to you for logging in to the BIZPAY Wallet. Upon receiving the notification, by simply logging in to your Wallet account, you become an active user and the Wallet Maintenance Charges will no longer be applicable to you.
4. The wallet balance will never be negative. If your wallet balance is zero, no Wallet Maintenance Charges will be deducted but we would still like you to come back to the app and check out our new offering
5. If you do not log in to your BIZPAY Wallet within the Notice Period, the Wallet Maintenance Charges will be levied post expiry of the Notice Period subject to terms and conditions herein. The Wallet Maintenance Charges levied shall be as per the following table:

Particulars	Charges in Rupees
Issuance of New Card	250/- per Card
Re-initiation of KYC	100/- Per KYC
Idle Account Maintenance	100/- Annual

1. *Above rates are exclusive of taxes.

7. To avoid the Wallet Maintenance Charges, you may do the following:

. You may simply login to your BIZPAY Wallet within seven (7) days from receiving the notification from BIZPAY

a. In the event you miss the initial Notice Period of 7 days, you can log into the BIZPAY Wallet within the next forty (40) days and the Wallet Maintenance Charges will be refunded/credited back/provided as Cashback to you.

1. The Wallet Maintenance Charges will be deducted from the existing wallet balance itself.
2. If wallet balance is less than the Wallet Maintenance Charges, then the entire wallet balance will be debited and wallet balance will be zero.
3. If wallet balance is more than Wallet Maintenance Charges, then the Wallet Maintenance Charges will be deducted as per the schedule mentioned above.
4. Note that uninstalling the BIZPAY application is not the same as the deletion of BIZPAY account. Even after uninstalling the BIZPAY application, the BIZPAY Wallet (with or without any balance in it) is maintained by BIZPAY. It is therefore prudent to keep logging on to the BIZPAY Wallet and utilize services on the platform.
5. To delete your BIZPAY account permanently, follow the steps below: [Please mention the steps for deleting or deactivating]
6. For any queries on the Wallet Maintenance Charge, you can reach out to us on the help section of your BIZPAY app. Alternatively, contact us on care@bizpay.co.in.