

Terms and Conditions

Terms and Conditions for safaripay Wallet usage

Terms and Conditions of "safaripay" Wallet Services provided by safar digital pvt.ltd . Registered office at- 3B, Gandhinagar, paigamberpur Kolhua BLOCK-kanti MUZAFFARPUR BR 843129, INDIA.

These 'Terms and Conditions' (defined below) and any attachments or accompanying supplement(s) shall also include the terms and conditions stated on website www.safaripay.com, governing usage of the PPI ("safaripay Wallet Account") held by you ("You/user/Customer") you hereby agree to abide by these Terms and Conditions and You shall be deemed to have unconditionally agreed to and accepted these terms by performing a transaction with the PPI and shall have complied with all the relevant notifications/ guidelines / circulars issued by the Reserve Bank of India (RBI)/ any other competent authority / statutory or regulatory body/ies governing the issue and use of the PPI. "SDPL" disclaims all liability on account of any breach by You of the relevant notifications/ guidelines / circulars in force at the relevant time and as may be modified from me to time, governing usage of the PPIs. You understand and agree that SDPL reserves the right to update the Safaripay Terms and Conditions from time to time. If these Terms and Conditions are not acceptable, you must not use .

THESE TERMS AND CONDITIONS ARE AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THE SAME DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE. IT IS DISCLOSED IN COMPLIANCE WITH SECTION 21 OF PAYMENT AND SETTLEMENT SYSTEMS ACT, 2007 AND AS REQUIRED TO BE DISCLOSED UNDER POLICY GUIDELINES ON ISSUANCE AND OPERATION OF PRE-PAID PAYMENT INSTRUMENTS IN INDIA.

THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD OR OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND SDPL FOR THE USE OF THE PPI AND YOU UNCONDITIONALLY AGREE TO ABIDE BY THE SAME. IF ANY OF THESE TERMS AND CONDITIONS CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD IN THIS BEHALF, THESE TERMS AND CONDITIONS SHALL PREVAIL, UNTIL FURTHER CHANGES/ MODIFICATIONS ARE NOTIFIED BY Safar digital pvt.ltd.

A. Definitions:

1. "agent Opening Form"/ "AOF" shall mean the form to be completed in writing by the Applicant Agent and to be submitted along with full KYC documents, physically at SDPL location and/or such other locations as may be intimated by Safar digital pvt.ltd

2. "Agent(s)/ "API Based Agent(s)" shall mean the retail agents appointed by , who shall be acting as agents of the SDPL to support opening of safaripay Wallet, loading money into Safaripay Wallet & educate customers to use Safaripay Wallet.

3. "Telecom Operator" shall mean the telecom service provider and its subsidiaries having the necessary government approvals/ licenses, issued inter alia by the Department of Telecommunications, Government of India, and who shall provide telecom access service such as, Short Message Service ("SMS"), Unstructured Supplementary Service Data ("USSD"), General Packet Radio Service ("GPRS"), 3G & 4G or any other telecommunication protocols to facilitate network communications required for operation of Safaripay Wallet.

4. "/Client/User / Customer /" shall mean an individual person above the age of 18 (eighteen) years, using an operational mobile phone connection of Telecom Operator in India (with country code +91), who download or approaches Agent's locations and/or such other locations as may

be intimated by SDPL from time to time, for availing the Safarpay Wallet Services.

5. "Bill Payment" shall mean the transactions wherein the Customer uses the Safarpay Wallet Services to make payments towards utility bills, merchant payments and other such bill payments as may be permitted under the RBI guidelines by utilizing the Safarpay Wallet.

6. "Charges" shall mean all charges pertaining to the Transactions and more particularly specified in "Wallet Charges and Validity Section" hereof.

7. "Force Majeure Event" shall have the meaning ascribed to it in clause "15" hereof.

8. "KYC" shall mean the various norms, rules, laws and statutes issued by RBI from time to time and shall include the Know Your Customer guidelines issued by the RBI, under which SDPL is required to procure personal identification details and proof of documents from the Agent and/ or Customer as may be required at the time of submission of Application for premium Safarpay Wallet and/or at a later date, for availing and/or continuation of the Safarpay Services.

9. "Safarpay Wallet" shall mean account which permit only payment of utility bills/ essential services. The amount loaded during any month shall not exceed Rs 10,000/- and can be issued by accepting minimum details of customer provided the amount outstanding at any point of time does not exceed Rs. 10,000 and the total value of reloads during any given month does not exceed Rs.10,000. These can be issued only in electronic form without any KYC being undertaken by SDPL. Cash withdrawal & redemption and transfer of funds to other Safarpay Wallets/Bank Accounts is not permissible as per RBI guidelines.

10. "Premium Safarpay Wallet" shall mean account which permit unlimited number of transactions with full KYC and can be reloaded in nature. However, the balance in the premium Safarpay Wallet should not exceed Rs 100,000.00 at any point in time. Cash withdrawal & redemption is not allowed as per RBI guidelines

Agents can register their own beneficiaries and the limit for the fund transfer for these pre-registered beneficiaries shall not exceed Rs. 1,00,000/- per month per beneficiary.

The fund transfer limit for all other cases shall be restricted to Rs. 10,000/- per month.

Fund transfer to a Bank Account can be done by specifying the Bank Account Number and the Bank IFSC Code.

11. "Safarpay Wallet" shall mean the semi closed pre-paid instrument issued by SDPL as authorized and licensed by RBI under the RBI Guidelines.

12. "Merchant / Merchant Establishment" shall mean and include any outlet/ service provider who have been authorized by SDPL to accept payment for goods or services.

13. "Safarpay Wallet " shall mean a non-interest-bearing account opened in the name of the Customers, issued and maintained by SDPL for the purpose of ensuring usage of the account as per these Terms and Conditions, in order to enable the Customers to avail the "Safarpay" Wallet Services on their mobile phones & "Safarpay.com" website, in compliance with the RBI Guidelines.

14. "Transaction PIN" shall mean a secret password set up by the customer that would enable the Customer to secure, access and operate their Safarpay Wallet.

15. "Safarpay Wallet Services" or "Services" shall mean the services offered by SDPL by operation of the "Safarpay" Wallet.

16. "RBI Guidelines" shall mean the applicable guidelines, regulations, notifications and instructions issued by RBI in relation to the issuance and operation of semi-closed system pre-paid payment instruments in India and operation of the "Safarpay Wallet" and Safarpay Wallet Services and all other guidelines and instructions inclusive of their respective amendments as may be issued and notified by RBI from time to time including The Payment and Settlement Systems Act, 2007 & regulations made there under.

17. "Transaction/s" shall mean any credit or debit of money balances in the Customer's safarpay Wallet Account including but not limited to money transfer payments and receipts, payments for

goods and services, utility payments & load money.

18. "Website" shall mean the website www.Safaripay.com which is owned, established and maintained by SDPL.

19. The Customer / Agent would be allowed to perform wallet transaction either from the Mobile Phone App (downloaded and registered) or from the website www.Safaripay.com. Same login credentials (Subscriber ID, Password) and Transaction PIN will be applicable from both the mobile App and the Web based application.

B. General Conditions:

1. shall operate and issue Safaripay Wallet and be responsible to the Customers & Agents for all its acts of omissions and commissions as regards the Safaripay Wallet in accordance with these Terms and Conditions.

2. The Safaripay Wallet Services can only be availed by a person who has attained the age of 18 Years (eighteen). A minor under a guardianship of a person who has capacity to contract may hold and use Safaripay Wallet under such guardianship.

3. To avail of the Safaripay Wallet Services from any Agent location, the Customers are required to only approach the authorized retail agents appointed by Safar digital pvt.ltd. Updated list of all the agents along with their phone numbers and addresses can be found on Safaripay.com website and from the mobile application.

4. For Transactions conducted at Merchant Establishments and/ or Agent locations, the Customer should ensure receipt of a SMS as a confirmation of such Transactions.

5. In the event of any loss, and/or theft of the mobile phone, the Customer shall immediately do the following in order to deactivate the active Safaripay session on the mobile device

(a) call the customer care center on the number listed on the Website to have the active session on the mobile device deactivated; and

(b) register a complaint with the Mobile Telecom Operator to have the SIM number deactivated

6. The Customer shall promptly inform Safar digital pvt.ltd about any changes in his/her permanent or communication address or other relevant KYC details and provide the supporting KYC document(s) that SDPL may require from time to time.

7. The Customer shall not assign or transfer the Safaripay Wallet Account, or the Services, or otherwise grant any third party a legal or equitable interest over it.

8. The Customer shall be the sole and exclusive owner of the Transaction PIN set up by the user for authorizing Safaripay Wallet transactions, and the Customer accepts sole responsibility for use, confidentiality and protection of the Transaction PIN. The Customer shall not disclose the Transaction PIN to any other person and shall not respond to any unauthorized SMS/ e-mail/ phone call in which the Transaction PIN is asked for. SDPL and/ or Agent shall, in no manner whatsoever, be held responsible or liable, if the Customer incurs any loss as a result of the Transaction PIN being disclosed/ shared by the Customer with any unauthorized persons or in any other manner whereby the security of the Transaction PIN is compromised.

9. The Customer acknowledges that any information provided to Safar digital pvt.ltd and/ or Agent with the intention of securing the Safaripay Wallet Account shall vest with SDPL and/ or Agent (as the case may be), and may be used by SDPL and/ or Agent, at its discretion, for any purpose consistent with any applicable law or regulation and privacy policy and/ or statement displayed on its website.

10. Any information submitted by the Customer while using the Safarpay Wallet Services may be shared with third parties by SDPL and Agent, inter- alia, to facilitate the provision of Safarpay Wallet Services and any other additional services.

11. The Customer shall not use Safarpay Wallet Services for any purpose that might be construed as contrary or repugnant to any applicable law, public policy or for any purpose that is contrary to Safar digital pvt.ltd or Agent policy or might prejudice the goodwill of Safar digital pvt.ltd and Agent.

12. The Customer acknowledges that in accordance with the RBI guidelines, SDPL maintains an escrow account with Bank for maintaining the outstanding balances and creation of necessary charge on such balance in the escrow account, as may be required in relation to Safarpay Wallet in such escrow account. The Customer upon signing of these Terms and Conditions agrees that the Customer shall have no objection in this regard.

13. The Customer confirms that he/she holds only one safarpay Wallet account for using the services offered on the mobile as well on the web and does not hold multiple active Safarpay Wallet Account in violation of the applicable laws and regulations of the RBI.

14. The Customer shall have and shall continue to have, during the tenure of the Safarpay Wallet Services being offered to the Customer, an operational mobile phone connection with the Telecom Operator. The Customer shall immediately inform the SDPL and / or Agent in writing or at the Customer Service numbers of SDPL / Agent provided on their website, in the event of any change, cancellation, termination or surrender of the mobile phone connection with the Telecom Operator, failing which neither SDPL nor Agent shall be liable for any unauthorized Transactions on the Safarpay Wallet Account.

15. You may need to install updates to your Safarpay Mobile App or related Safarpay software that SDPL introduces from time to time to access, use, or continue to use Safarpay Services. Your Safarpay Mobile App may communicate with Safarpay servers from time to time to check for available updates to Safarpay, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). Your use of Safarpay requires that you have agreed to receive such automatically requested Updates. If you do not agree to such automatically requested and received Updates, then please do not use the Safarpay App. Notwithstanding the foregoing, SDPL may update the Safarpay App to a new version of such app, irrespective of any update settings that you may have selected within the Safarpay App or your device, if SDPL determines that the update will fix a critical security vulnerability related to the app.

16. No outstanding balance shall be transferred to Company's Profit & Loss account for at least three years from the expiry date of PPI. In case the PPI holder approaches the PPI issuer 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.

17. The electronic loading reloading of PPI only by cash, payment instruments issued only by regulated entities in India and shall be in INR only.

18 shall be responsible for all the PPIs issued by the authorized / designated agents.

21.3 RFPL shall be responsible as the principal for all acts of omission or commission of their authorized / designated agents, including safety and security aspects.

19. SDPL shall ensure preservation of records and confidentiality of customer information in their possession as well as in the possession of their authorized /designated agents.

3.Wallet Charges & Validity:

1. Customer shall pay the Service Charges prescribed by SDPL in the form and manner prescribed for such payment. SDPL may at its discretion, change, amend, increase, or reduce the Service Charges without prior intimation to the Customer.

2. Any value in your Safarpay Wallet that is utilized towards making payments for any Transaction shall be automatically debited from your Safarpay Wallet. SDPL's responsibility is limited to the debiting of your Safarpay Wallet and the subsequent payment to any Merchant Establishment that you might transact with. SDPL does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using Safarpay Wallet.

3. SDPL reserves the right to levy charges/ charge commission upon any amounts loaded upon your SDPL Wallet or any amounts spent/utilized by Customer using Safarpay Wallet.

4. To avail Safarpay Wallet facility, Customer has to maintain minimum balance of Rs.100 all the time. Customer can use Safarpay Wallet for the loaded money minus Rs 100. For example: If Customer loaded his Safarpay Wallet with Rs 500 then Customer can use Rs 400 against any transactions.

5 In case Customer decides to close the RapiPay Wallet, SDPL reserves the right to charge up to Rs 150 as a maintenance / admin / infrastructure / opening charges for the duration of Safarpay wallet used.

6 An Account Maintenance Charge (AMC) of up to Rs 150 (inclusive of applicable taxes) will be deducted by SDPL from the wallet balance annually on completion of 1 year of account activation, and thereafter every 1 year of completion of wallet usage.

7. If in case the Wallet balance on the date when the AMC is due is less than annual AMC value then the total available balance would be deducted as AMC (including the applicable taxes) and the wallet account will be closed.

8 If the Wallet balance has gone below the AMC value then SDPL will send monthly SMS to the subscriber to remind that the Wallet balance has gone below the AMC value and if sufficient balance is not maintained then the Wallet will be closed on the next AMC due date and subsequently the Wallet account will be closed and the available balance will be charged towards the AMC.

9 Money Loading Charges for customer application

Transaction Type Charges

At Agent Location Nil
Credit Card 2.66%
Debit Card 1%
Net Banking 1%
UPI 0%

10. For money loaded at Agent locations, the Customer should ensure & verify the credit in Safarpay Wallet after the transaction.

MAXIMUM SERVICE FEES* FOR PORTION OF AMOUNT IN THE WALLET LOADED VIA

Maximum Service Fees* for portion of amount in the wallet loaded via

Type of Transaction Agent Location Credit Card Debit Card Net Banking UPI

Payment to 3rd Party Merchant Location / Web Sites Nil 1.75% 1% 1% 1%

Recharges / Top ups like mobile, DTH etc. Nil 1% Nil Nil Nil

Bill Payments Rs 10 to 1% (whichever is higher) Rs 10 to 3% (whichever is higher) Rs 10

to 2% (whichever is higher) Rs 10 to 2% (whichever is higher) Rs 10 to 2% (whichever is higher)
Money Transfer to Bank up to Rs 2000 Rs 40 Rs 40 plus 2% of transaction value Rs 40 plus
1% of transaction value Rs 40 plus 1% of transaction value Rs 40 plus 1% of transaction
value

Money Transfer to Bank from Rs 2000 - Rs 5000 Rs 75 Rs 75 plus 2% of transaction value Rs
75 plus 1% of transaction value Rs 75 plus 1% of transaction value Rs 75 plus 1% of transaction
value

Money Transfer to Friend (Wallet to Wallet Transfer) Nil 2% of the transaction value 1% of the
transaction value 1% of the transaction value 1% of the transaction value

* Service Fee are excluding applicable government taxes.

11. Wallet Charges & Fees for Transactions

The fee displayed above are the maximum fees chargeable by SDPL for the transaction. The
actual fee charged may be less than the maximum as decide by SDPL from time to time.

All service fees are exclusive of applicable government taxes and would be charged extra as per
the applicable rates.

All the above charges will be displayed as service charges at the time of transaction. Customer
may decline to any transactions before committing the transaction.

RFPL reserves the right to update the above-mentioned servicecharges.

Customer may contact the agent for pickup of money to be loaded into the Safarpay Wallet. In
such case the agent may charge for pickup service as appropriate as mutually accepted by agent
and user on per visit basis.

An Agent can load Customer Safarpay Wallet only thru their Agent Account;

If multiple channels are used to load the RapiPay Wallet. The following sequence will be used to
Debit the money from the Safarpay Wallet:

i.Amount loaded thru Credit Card

ii.Amount loaded thru Debit Card

iii.Amount loaded thru Net Banking

iv.Amount loaded at Agent location

4. Validity, Redemption and Forfeiture:

The validity of the SDPL Wallet remains in the active state as long as for one year .

1 . Any value in Your SDPL Wallet must be utilized:

Within 12 months from the date of your last Transaction or

Within 12 months from the date of activation; whichever is later.

2.b Any value in your SDPL Wallet which is not utilized in the aforesaid manner may stand
forfeited at the discretion of SDPL. SDPL reserves the right to forfeit the amount post adherence
to the following communication process:

If you do not use your wallet balance for 12 months, the wallets will be blocked in compliance
with RBI guidelines. Safarpay will intimate the customer three times at an interval of 15 days,
through SMS, during the 45 days period prior to deactivating or suspension of the wallet.

3. All PPI holders can either re-activate the wallet after the due diligence or reclaim their amount
in their bank accounts

5. Additional Terms for Agents:

1. Agent can only load Customer Safarpay Wallet using his / her Agent Account

2. SDPL reserves the right to do the due diligence / get police verification / get scrutiny of KYC documents submitted at the time of submitting AOF thru their own means or any 3rd party agency
3. Person applying for AOF has to fully co-operate with agency / SDPL staff for undergoing the process of due diligence / get police verification / get scrutiny of KYC documents
4. Agent Account will be opened after completion of due diligence / police verification / scrutiny of KYC documents process
5. Agent can load their Agent Account only thru bank account registered with SDPL. All the commission to Agent will be credited to his / her Agent Account weekly.
6. Agent can register maximum up to 5 bank accounts with SDPL.
7. Person willing to become an Agent has to sign the detailed "Conduct Agreement" and "Terms and Conditions Agreement" with SDPL.
8. Agent cannot object for displaying credit balance in their Agent Account, name, Home / Office / Shop address, landline, mobile numbers to the Customer by SDPL in order to facilitate Customer selecting the Agent thru which Customer wants to load money.

6.Reservations:

1. The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and SDPL reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.
2. SDPL reserves the right to discontinue the Services and/or reject the KYC documents at any time at their sole discretion, if there are discrepancies in the information provided by the Customer or Agent and the particulars provided by the Customer or Agent in the KYC documents do not match the details mentioned in the AOF. In such cases, SDPL reserves the right to take appropriate action as they may deem fit and proper without incurring any liability in any manner whatsoever.
3. SDPL reserves the right to suspend and/or discontinue the Safaripay Wallet Services at any time, without giving prior intimation to the Customer, for any one of the following reasons, including but not limited to:
 - (a) For any suspected violation of any rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of these Terms and Conditions.
 - (b) For any discrepancy or suspected discrepancy in the particular(s) or documentation or AOF provided by the Agent.
 - (c) To combat potential fraud, sabotage, will full destruction, threat to national security or for any other force majeure reasons (more particularly detailed in clause 15 herein below) etc.
 - (d) In order to comply with any applicable laws and regulations.
 - (e) For any technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any other technical reasons.
 - (f) For any transmission deficiencies caused by topographical and geographical constraints/limitations.

(g) If the Alliance Telecom Operator Provider's connection with which the Customer's Safarpay Wallet Account ceases to be operational.

(h) On account of ineligibility of the Customer under any criteria as mandated by SDPL. However, prior to such suspension/ discontinuance of the Safarpay Wallet Services, the Customer, at the sole discretion of SDPL, shall be provided with the ability to transfer and/ or utilize the balances lying in the Safarpay Wallet Account.

4. In the event of occurrence of Transactions that may be construed as dubious or undesirable, SDPL reserves the right to freeze operations in such Safarpay Wallet Accounts and /or close the Safarpay Wallet Account including reporting to authorities as may be required as per applicable regulations and as may be deemed fit and proper.

5. In case of network failure or for any other reason beyond the control of SDPL, there could be delay or failure to complete the Transaction. SDPL reserves the right to cancel the Transaction in case of any network failure. SDPL shall not be responsible for any kind of losses that may occur to the Customer due to such delay of failure to complete Transactions.

7. SDPL reserves the right to reject the Application along with the KYC and any documents of the Customer or Agent without providing any reason. SDPL reserves the right to retain such AOF and documents and photographs submitted along with it

7.Customer/Agent conduct on the Mobile Phone Application & Website:

1. If SDPL requests registration information from Customer or Agent, then in such case Customer or Agent will promptly provide SDPL with true, accurate, current, and complete information

2. Customer / Agent will promptly update their registration to keep it accurate, current, and complete.

3. If SDPL issues Customer / Agent a password, Customer / Agent must not reveal it to anyone else for safety of their Safarpay Wallet.

4. Customer / Agent are responsible for maintaining the confidentiality of their accounts and passwords.

5. Customer / Agent agree to immediately notify SDPL of any unauthorized use of their passwords or accounts or any other breach of security.

6. Customer / Agent also agree to exit from their accounts at the end of each session.

7. SDPL will not be responsible for any loss or damage that may result if Customer / Agent fail to comply with above requirements.

8. The technology and the software underlying its websites/app and the Services is the property of SDPL & its affiliates, and its partners or licensors or associates.

9. Customer / Agent agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying its website/app or the Services

10. Customer / Agent agree not to modify the software underlying its website/app in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to its website/app.

11. Without limiting the foregoing, Customer / Agent agree that Customer / Agent will not use the

services offered through its website/app to take any of the following actions

(a) Obscene, offensive, indecent, racial, hatred to religion, anti-national, objectionable, defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others.

(b) Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content.

(c) Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, its website/app, any software or hardware, or telecommunications equipment.

(d) Advertise or offer to sell any goods or services for any commercial purpose unless Customer/ Agent have its written consent to do so.

(e) Transmit websites /app, services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters.

(f) Download any file, recompile, or disassemble or otherwise affect its products that Customer / Agent know or reasonably should know cannot be legally obtained in such manner.

(g) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material.

(h) Restrict or inhibit any other user from using and enjoying any public area within its websites/app

(i) Collect or store personal information about other end users.

(j) Interfere with or disrupt its websites/app, servers, or networks.

(k) Impersonate any person or entity, including, but not limited to, a representative of SDPL or falsely state or otherwise misrepresent your affiliation with a person or entity

(l) Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through its websites/app or to manipulate your presence on its websites/app

(m) Take any action that imposes an unreasonably or disproportionately large load on its infrastructure/ network.

(n) Engage in any illegal activities.

(o) Customer / Agent agree to use its bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the \"Forums\") only to send and receive messages and material that are proper and related to that particular Forum.

(p) Unauthorized access to its website/app is a breach of these Terms and a violation of the law.

(q) Customer / Agent agree not to access its website/app by any means other than through the interface that is provided by SDPL for use in accessing its website/app.

(r) Customer / Agent agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of its website/app, except those automated means that SDPL have approved in advance and in writing.

(s) Use of its website/app is subject to existing laws and the Terms. Any violation by Customer /

Agent of any terms of this Terms and Condition or the laws of land may result in severe civil and criminal prosecution under respective laws, penalties, forfeiture of Safarpay Wallet Balance, suspension of Safarpay Wallet Account, blacklisting on all SDPL website/app, and intimation/disclosure to the third to third parties to whom SDPL deems necessary.

(t) All rights reserved. Any rights not expressly granted herein are reserved. Violators may be prosecuted to the maximum extent possible.

(u) Nothing contained in these Terms shall limit its right to comply with governmental, court, and law-enforcement requests or requirements relating to their use of its website/app.

12 In accessing www.safarpay.com web pages/app, Customer agrees that Customer may only access the content for their own personal non-commercial use.

13. Customer shall also not include excerpts or limited portions of information from www.Safarpay.com /app in printed memos, reports, and presentations or any other manner.

14. Safarpay Requests Customer / Agent to inform them in writing to remove certain content from its website/app, if they believe that content have been copied, are offensive and have been published in a manner that violates their intellectual property rights.

8. Copyright:

All rights, including copyright/trademark, in the content of www.Safarpay.com web-pages/app are either owned or controlled by SDPL or used with due permission of the owner of that right. In accessing www.Safarpay.com pages/app, Customer / Agent agree that Customer / Agent may only access the content for their own personal non-commercial use. Except where expressly stated otherwise, you are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of www.Safarpay.com web pages/app for any other purpose whatsoever without the prior written permission of SDPL. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Except where expressly stated otherwise, you are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of www.Safarpay.com web pages/app for any other purpose whatsoever without the prior written permission of SDPL. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Copyright 2021: Safar digital private limited, All rights reserved. Any rights not expressly granted herein are reserved.

9. Refund Policy:

1. All sales/ Money Transfer / Bill Payments / Recharges are final with no refund or exchange permitted.

2. Customer / Agent are responsible for the mobile number, DTH account number, utility identification number, bank account number and details for Purchases / Money Transfer / Bill Payments / Recharges and all charges that result from those Purchases / Money Transfer / Bill Payments / Recharges.

3. SDPL is not responsible for any Purchase / Money Transfer / Bill Payment / Recharges for an incorrect mobile number, DTH account number, utility identification number, and bank account number.

4. However, if in a transaction performed by Customer on the Site, money has been charged to

their card or bank account or Safarpay Wallet and a Purchase / Money Transfer / Bill Payments / Recharges are not successful within 72 hours of their completion of the transaction, then Customer may inform us by sending an email to our customer services email address mentioned on the Contact Us page.

5. Please include in the email the following details - the mobile number / DTH account number / Utility identification number / bank account, operator name, Transaction value, Transaction date and Order Number. SDPL shall investigate the incident and if it is found that money was indeed charged to Customer's card or bank account or Safarpay Wallet without delivery of the Recharge then Customer will be refunded the money within 21 working days from the date of receipt of their email. All Refunds will be credited to your Semi Closed Wallet.

10.Termination; Agreement Violations:

Customer agrees that SDPL, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate their account (or any part thereof) or their use of the Services and remove and discard all or any part of their account, Customer profile, or their recipient profile, at any time. SDPL may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. Customer agrees that any termination of their access to the Services or any account Customer may have or portion thereof may be effected without prior notice, and Customer agrees that SDPL will not be liable to Customer or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies SDPL may have at law or in equity. Upon termination for any reason, Customer agrees to immediately stop using the Services. Any balance in your wallet, at the time of termination of service, would be refunded to you as per RBI guideline.

11.Limitation of Liability and Damages:

In no event will SDPL or its contractors, agents, licensors, partners, suppliers be liable to Customer for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) their use or inability to use the services, the site (including any and all materials) or any reference sites, even if SDPL or a SDPL authorized representative has been advised of the possibility of such damages. In no event will SDPL or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Services, (iii) their use or inability to use the Services or the Site (including any and all Materials) or any Reference Sites, or (iv) any other interactions with SDPL, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by Customer, if any, for using the portion of the Services or the Site giving rise to the cause of action or One Hundred Rupees (Rs.100), whichever is less. Customer acknowledge and agree that SDPL has offered its products and services, set its prices, and entered into this agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between Customer and SDPL, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between Customer and SD. SDPL would not be able to provide the services to Customer on an economically reasonable basis without these limitations. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to Customer. In such cases, SDPL's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

12.Indemnification:

Customer agrees to indemnify, save, and hold SDPL / Agent, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to their use or misuse of the Services or of the Site, any violation by Customer of this Agreement, or any breach of the representations, warranties, and covenants made by Customer herein. SDPL reserves the right, at their expense, to assume the exclusive defense and control of any matter for which Customer is required to indemnify SDPL / Agent, including rights to settle, and Customer agrees to cooperate with SDPL's defense and settlement of these claims. SDPL will use reasonable efforts to notify Customer of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

13.Disclaimer; No Warranties:

To the fullest extent permissible pursuant to applicable law, SDPL and its third-party partners, licensors, and suppliers disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of Merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by Customer from SDPL or through the services or the site will create any warranty not expressly stated herein. Customer expressly acknowledge that as used in this section, the term "SDPL" includes SDPL's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies. Customer acknowledges that SDPL is a reseller of Mobile recharges and is not liable for any 3rd party (Telco's & suppliers) obligations due to rates, quality, and all other instances, whether to any such telco's subscribers or otherwise. Customer expressly agrees that use of the services and the site is at your sole risk. It is Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the internet generally. We do not warrant that the service will be uninterrupted or error-free or that defects in the site will be corrected. The services and the site and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. SDPL, and its third-party suppliers, licensors, and partners do not warrant that the data, SDPL software, functions, or any other information offered on or through the services, the site or any reference sites will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. SDPL and its third-party suppliers, licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the services, the site or any reference sites in terms of correctness, accuracy, reliability, or otherwise. Customer understands and agrees that Customer use, access, download, or otherwise obtain information, materials, or data through the services, the site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system and device) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and Customer should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event will SDPL be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the site.

14.Arbitration:

SDPL may elect to resolve any dispute, controversy or claim arising out of or relating to these terms and conditions or Service provided in connection with these terms and conditions by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall

not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New Delhi, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either Customer or SDPL may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi, India, necessary to protect the rights or the property of Customer or SDPL (or its agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither Customer nor SDPL may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award. All administrative fees and expenses of arbitration will be divided equally between Customer and SDPL. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

15. Governing Law:

Except as otherwise agreed by the parties or as described in the Arbitration section above, you agree that any claim or dispute Customer may have against SDPL must be resolved by a court located in New Delhi, India. Customer agrees to submit to the personal jurisdiction of the courts located within New Delhi, India for the purpose of litigating all such claims or disputes. This term of Agreement shall be govern

16. Modifications of Terms and Condition:

SDPL has the right, in its sole and absolute discretion, to change, modify, or amend any portion of the Terms and Conditions at any time. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

17. Severability:

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

18. Assignment:

This Agreement, and any rights granted hereunder, may not be transferred or assigned by Customer without SDPL prior written consent which may be withheld in our sole discretion, but may be assigned by SDPL without restriction. Any assignment attempted to be made in violation of this provision shall be void and of no effect.

19. Force Majeure:

1. SDPL shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of SDPL, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

2. SDPL shall not be liable for any failure to perform any of its obligations under these terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

20. Entire Agreement:

This is the entire agreement between Customer and SDPL relating to the subject matter hereof and will not be modified except in writing, signed by both parties, or by a change to this

Agreement made by SDPL in accordance with the terms of this Agreement.

21. Full KYC of the PPI holder

1. The cash loading in such wallets shall not exceed Rs 49,500 per month.
2. The amount outstanding at any point of time in such eko wallets shall not exceed Rs.1,00,000/-
3. Each sender shall be allowed to add only 5 beneficiaries per day
4. Fund transfer at Safarpay is only possible if the beneficiary is pre-registered. customers can register the beneficiary by providing bank account details of the beneficiary.
5. For each beneficiary, The funds transfer limit shall not exceed Rs.1,00,000/- per month per beneficiary
6. The PPI holder may at their discretion set fund transfer limits on their wallet by contacting the customer care. The customer care after due verification process shall implement the transfer limits within 48 working hours. The customer shall be informed of the transfer limit set by call or sms
7. SDPL shall also give an option to close the PPI and transfer the balance as per the applicable limits of this type of PPI. For this purpose, the SDPL shall provide an option, including at the time of issuing the PPI, to the holder to provide details of pre-designated bank account or other PPIs of same issuer (or other issuers as and when permitted) to which the balance amount available in the PPI shall be transferred in the event of closure of PPI, expiry of validity period of such PPIs, etc
8. The features of such PPIs shall be clearly communicated to the PPI holder by SMS.
9. SDPL shall clearly indicate the expiry period of the PPI to the customer at the time of issuance of PPIs. Such information shall be clearly enunciated in the terms and conditions of sale of PPI. Where applicable, it shall also be clearly outlined on the website / mobile application of the issue
10. SDPL has a 5 minutes cooling minutes for funds transfer upon opening the PPI so as to mitigate the fraudulent use of PPIs.
11. SDPL shall also give an option to close the wallet and transfer the balance as per the applicable limits. For this purpose, the SDPL shall provide an option, including at the time of issuing the wallet, to the holder to provide details of pre-designated bank account or other wallets of SDPL (or other SDPL as and when permitted) to which the balance amount available in the wallet shall be transferred in the event of closure of wallet, expiry of validity period of such wallets, etc.
12. SDPL The features of wallets shall be clearly communicated to the PPI holder by SMS / e-mail / post or by any other means at the time of issuance of the PPI / before the first loading of funds.
13. The wallet holders are permitted to redeem the outstanding balance in the wallet, if for any reason the scheme is being wound-up or is directed by RBI to be discontinued.

Customer Management Policy

1. Customer Liability

1. A customer's liability arising out of an unauthorised payment transaction will be limited to:

Customer liability in case of unauthorised electronic payment transactions through a PPI

S. No. Particulars Maximum Liability of Customer

(a) Contributory fraud / negligence / deficiency on the part of the SDPL, including PPI-MTS issuer (irrespective of whether or not Zero

(b) Third party breach where the deficiency lies neither with SDPL nor with the customer but lies elsewhere in the system, and the customer notifies SDPL regarding the unauthorised payment transaction. The per transaction customer liability in such cases will depend on the number of days lapsed between the receipt of transaction communication by the customer from the SDPL and the reporting of unauthorised transaction by the customer to the SDPL-

i. Within three days# Zero

ii. Within four to seven days# Zero

iii. Beyond seven days# Zero

(c) In cases where the loss is due to negligence by a customer, such as where he / she has shared the payment credentials, the customer will bear the entire loss until he / she reports the unauthorised transaction to the SDPL. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the SDPL.

(d) SDPL may also, at their discretion, decide to waive off any customer liability in case of unauthorised electronic payment transactions even in cases of customer negligence.

The number of days mentioned above shall be counted excluding the date of receiving the communication from SDPL.

The above shall be clearly communicated to all Wallet holder.

2. Reversal timeline for zero liability / limited liability of a customer

1. On being notified by the customer, the SDPL shall credit (notional reversal) the amount involved in the unauthorised electronic payment transaction to the customer's PPI within 10 days from the date of such notification by the customer (without waiting for settlement of insurance claim, if any), even if such reversal breaches the maximum permissible limit applicable to that type / category of PPI. The credit shall be value-dated to be as of the date of the unauthorised transaction.

2. Further, SDPLs shall ensure that a complaint is resolved and liability of the customer, if any, established within such time, as may be specified in the SDPL's Board approved policy, but not exceeding 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of paragraph 2.1 above. In case the SDPL is unable to resolve the complaint or determine the customer liability, if any, within 90 days, the amount as prescribed in paragraph 1.1 shall be paid to the customer, irrespective of whether the negligence is on the part of customer or otherwise.

3. Board approved policy for customer protection

1. Considering the risks arising out of unauthorised debits to PPIs owing to customer negligence / SDPL negligence / system frauds / third party breaches, SDPLs need to clearly define the rights and obligations of customers in case of unauthorised payment transactions in specified scenarios. SDPLs shall formulate / revise their customer relations policy, with approval of their Boards, to cover aspects of customer protection, including the mechanism of creating customer awareness on the risks and responsibilities involved in electronic payment transactions and customer liability in such cases of unauthorised electronic payment transactions. The policy must be transparent, non-discriminatory and should stipulate the mechanism of compensating the customers for the unauthorised electronic payment transactions and prescribe the timelines for effecting such compensation. SDPLs shall provide the details of their Board approved policy in regard to customers' liability formulated in pursuance of the provisions of paragraph 15 and 16 of PPI MD, to all customers at the time of issuing the PPI. SDPLs shall display their Board approved policy, along with the details of grievance handling / escalation procedure, in public domain / website / app for wider dissemination.

4. Burden of proof

1. The burden of proving customer liability in case of unauthorised electronic payment

transactions shall lie on the SDPL.

5. Reporting and monitoring requirements

1. SDPLs shall put in place a suitable mechanism and structure for reporting of the customer liability cases to the Board or one of its Committees. The reporting shall, inter-alia, include volume / number of cases and the aggregate value involved and distribution across various categories of cases. The Board or one of its Committees shall periodically review the unauthorised electronic payment transactions reported by customers or otherwise, as also the action taken thereon, the functioning of the grievance redressal mechanism and take appropriate measures to improve the systems and procedures.

2. SDPL shall provide an option for the Wallet holder to generate / receive account statements for at least past 6 months. The account statement shall, at the minimum, provide details such as date of transaction, debit / credit amount, net balance and description of transaction. Additionally, the SD shall provide transaction history for at least 10 transactions.

3. In case of PPIs issued by banks, customers shall have recourse to the Banking Ombudsman Scheme for grievance redressal.

4. SDPL shall ensure transparency in pricing and the charge structure as under:

a. Ensure uniformity in charges at agent level.

b. Disclosure of charges for various types of transactions on its website, mobile app, agent locations, etc.

c. Specific agreements with agents prohibiting them from charging any fee to the customers directly for services rendered by them on behalf of the SDPL.

d. Require each retail outlet / sub-agent to post a signage indicating their status as service providers for the PPI issuer and the fees for all services available at the outlet.

e. The amount collected from the customer shall be acknowledged by issuing a receipt (printed or electronic).

5. SDPL shall be responsible for addressing all customer service aspects related to all PPIs (including co-branded PPIs) issued by them as well as their agents.

7. SDPL shall also display Frequently Asked Questions (FAQs) on their website / mobile app related to the PPIs.

8. Money Loading Charges for customer application

Transaction Type Charges

At Agent Location

Credit Card 2.66%

Debit Card 0%

Net Banking 1%

UPI 0%

9. For money loaded at Agent locations, the Customer should ensure & verify the credit in Safaripay Wallet after the transaction.

MAXIMUM SERVICE FEES* FOR PORTION OF AMOUNT IN THE WALLET LOADED VIA

Maximum Service Fees* for portion of amount in the wallet loaded via

Type of Transaction	Agent Location	Credit Card	Debit Card	Net Banking	UPI
Payment to 3rd Party Merchant Location / Web Sites		Nil	1.75%	1%	1%
Recharges / Top ups like mobile, DTH etc.		Nil	1%	Nil	Nil
Bill Payments	Rs 10 to 1% (whichever is higher)	Rs 10 to 3% (whichever is higher)	Rs 10 to 2% (whichever is higher)	Rs 10 to 2% (whichever is higher)	
Money Transfer to Bank up to Rs 2000	Rs 40	Rs 40 plus 2% of transaction value	Rs 40 plus 1% of transaction value	Rs 40 plus 1% of transaction value	
Money Transfer to Bank from Rs 2000 - Rs 5000	Rs 75	Rs 75 plus 2% of transaction value	Rs 75 plus 1% of transaction value	Rs 75 plus 1% of transaction value	
Money Transfer to Friend (Wallet to Wallet Transfer)	Nil	2% of the transaction value	1% of the transaction value	1% of the transaction value	

* Service Fee are excluding applicable government taxes.

10. Wallet Charges & Fees for Transactions

The fee displayed above are the maximum fees chargeable by SDPL for the transaction. The actual fee charged may be less than the maximum as decide by SDPL from time to time.

All service fees are exclusive of applicable government taxes and would be charged extra as per the applicable rates.

All the above charges will be displayed as service charges at the time of transaction. Customer may decline to any transactions before committing the transaction.

SDPL reserves the right to update the above-mentioned servicecharges.

Customer may contact the agent for pickup of money to be loaded into the Safarpay Wallet. In such case the agent may charge for pickup service as appropriate as mutually accepted by agent and user on per visit basis.

An Agent can load Customer Safarpay Wallet only thru their Agent Account;

If multiple channels are used to load the Safarpay Wallet. The following sequence will be used to Debit the money from the Safarpay Wallet:

i.Amount loaded thru Credit Card

ii.Amount loaded thru Debit Card

iii.Amount loaded thru Net Banking

iv.Amount loaded at Agent location