

# Terms & Conditions

## Terms & Conditions

Please read the following terms and conditions carefully before registering, accessing, browsing, downloading or using the website and mobile app provided by Ressay Solutions Pvt. Limited. By accessing or using the website or by using the mobile app service, you agree to be bound by these terms and conditions set forth herein below including any additional guidelines and future modifications. If you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the website and mobile app and immediately terminate your use of the services.

## Your Agreement to these Terms and Conditions of Service

The Terms and Conditions (as may be amended from time to time, the "Agreement") is a legal contract between you, an individual customer, member, user, or beneficiary of this service of at least 18 years of age ("You"), and Ressay Solutions Pvt. Limited having its registered office at Ressay (hereinafter referred to as "Ressay"). Ressay is the owner of the website [www.ressy.com](http://www.ressy.com), Ressay mobile application, Ressay (Collectively referred to as "Ressay") hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of Ressay.

(together with its subsidiaries and other affiliates, "us", "we" or " Ressay "), regarding your use of our mobile app to purchase services from our Distributors. The use of our mobile app system and processing of payment through it is subject to your compliance with the terms and conditions set forth below including all exhibits. Ressay reserves the right, at its sole discretion, to revise, add, or delete portions of these terms and conditions any time without further notice. You shall re-visit the "Terms & Conditions" link from time to time to stay abreast of any changes that the "Ressay " may introduce.

## Eligibility

The services are not available to persons under the age of 18 or to anyone incompetent in the eyes of laws prevailing in India. By accepting these Terms & Conditions or by otherwise using the Services or the mobile app network/system, You represent that you are at least 18 years of age and that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

Ressay is the Smart New Age Way to get discounts and Pay. Now you can pay at all your favorite restaurants directly with your phone! Leave your credit cards and cash behind.

Ressay's mobile payment application helps you pay fast and pay safe, removing the hassle to carry your wallet, entering pins manually and keeping manual receipts.

Ressay is now available at multiple restaurants and bars where you can enjoy the convenience of leaving your wallet behind! You can also keep a tab of your payment history and monitor all your spending.

Built by payment and security experts, Ressay is very secure to use as all your credit/debit card data is safely stored and encrypted. Payments can only be authorized once you enter your CVV and 3D secure pin.

## **Bill Payments**

In order to use Ressay's Service, you may need to obtain access to the World Wide Web, either directly or through devices such as your mobile phone that access web-based content, and pay any service fees associated with such access. Ressay and/or the Distributor through whom you have used the Ressay network/system reserve the right to charge and recover from you fees for availing the Services. These changes shall be effective from the time they are posted on to the Ressay's website or over the Distributor's website through which you are availing the Service.

In the event that you stop or seek a reversal of the Payment Instructions as may have been submitted, Ressay shall be entitled to charge its processing fee while your instructions/request is processed through Grievance Redressal Mechanism. These charges shall be charged on to your designated Payment Account or in any other manner as may be decided by Ressay.

Depending upon the Distributor through whom the Service is availed by you (i) the specific features of the Service may differ.

In using the Bill Payment Service, You agree to:

- Provide true, accurate, current and complete information about yourself ("Registration Data"), Your Payment Account details ("Payment Data") and
- Maintain and promptly update the Registration Data and Payment Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Ressay has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ressay has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Ressay assumes no responsibility and shall incur no liability if it is unable to effect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

- If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid or delayed.
- If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
- If the funds available in the Payment Account are under any encumbrance or charge.
- If your Bank or the Distributor refuses or delays honoring the Payment Instruction(s)
- Circumstances beyond the control of Ressay (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force) In case the bill payment is not effected for any reason, you will be intimated about the failed payment by an e-mail

## **Communication Policy**

- By accepting the terms and conditions you accept that Ressay may send the alerts to the mobile phone number provided by you while registering for the service or to any such

number replaced and informed by you. You acknowledge that the alerts will be received only if the mobile phone is in 'On' mode to receive the SMS. If the mobile phone is in 'Off' mode then you may not get / get after delay any alerts sent during such period.

- Ressay will make best efforts to provide the service and it shall be deemed that you have received the information sent from Ressay as an alert on the mobile phone number provided during the course of transaction with Distributor.
- You acknowledge that the SMS service provided by Ressay is an additional facility provided for your convenience and that it may be susceptible to error, omission and/ or inaccuracy. In the event you observe any error in the information provided in the alert, Ressay shall be immediately informed by you about the same and Ressay will make best possible efforts to rectify the error as early as possible. You shall not hold Ressay liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by you on account of the SMS facility.
- You acknowledge that the clarity, readability, accuracy and promptness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. Ressay shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- You agree to indemnify and hold harmless Ressay and the SMS service provider including its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever including legal charges and attorney fees which Ressay and the SMS service provider may at any time incur, sustain, suffer or be put to as a consequence of or arising out of (i) misuse, improper or fraudulent information provided by you, (ii) you providing incorrect number or providing a number that belongs to that of an unrelated third party.
- By accepting the terms and conditions you acknowledge and agree that Ressay may call the mobile phone number provided by you while registering for the service or to any such number replaced and informed by you , for the purpose of collecting feedback from you regarding services provided to you.
- Grievances and claims related to dissatisfaction with the services enjoyed by you should be reported to Ressay support team within 48 hours of your use of the mobile app provided by Ressay.

The website of Ressay links to other websites that may collect personally identifiable information about you. Ressay is not responsible for the privacy practices or the content of those linked websites.

### **Use of site**

You understand that except for information, products or services clearly indicated as being supplied by Ressay, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that Ressay cannot and does not guarantee or warrant that files available for downloading through its website will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.

### **Prohibited Conduct**

By using the Services you agree not to:

- Use the Services for any purposes other than to transact through Distributors in accordance with these Terms and Conditions and as such use the services that are offered by Ressay
- Ressay any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise transact with the Distributor with what we reasonably believe to be potentially fraudulent funds
- Infringe Ressay's or any third party's intellectual property rights, rights of publicity or privacy
- Use the Services if you are under the age of eighteen (18) without a parental sponsor or in any event use the Services if You are under the age of thirteen (13) years old even with a parental sponsor and in accordance with applicable law
- Post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person
- Post or transmit any message, data, image or program which is pornographic in nature
- Refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to Ressay
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Site or features that enforce limitations on the use of the Services
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- Use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner
- Modify, adapt, translate or create derivative works based upon the Services and the Site or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- Intentionally interfere with or damage operation of the Services or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features
- Use any robot, spider, other automatic device, or manual process to monitor or copy the Site without prior written permission
- Interfere or disrupt this Site or networks connected to this Site
- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network

- Use any device, software or routine to bypass the Site's robot exclusion headers, or interfere or attempt to interfere, with the Services
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Site or to manipulate your presence on our Site
- Sell the Services, information, or software associated with or derived from it
- Use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others
- Breach this Agreement or any other Ressay agreement or policy
- Provide false, inaccurate or misleading information
- Use the Site to collect or obtain personal information, including without limitation, financial information, about other users of the Site
- Use the Services in a manner that results in or may result in complaints, disputes, reversals, charge-backs, fees, fines, penalties and other liability to Ressay, a third party or You
- Use the Services in a manner that is violative of the law prevailing in India in general and Payment and Settlements Act, 2007, Prevention of Money Laundering Act, 2002 and Information Technology Act, 2000 in particular. take any action that may cause Ressay to lose any of the Services from its service providers, Telecom company(ies), payment processors or other suppliers.
- Send automated request of any kind to the Site's system without express permission in advance from Ressay.

## **Privacy Policy & Information Usage**

We respect your privacy at Ressay and value your trust. Kindly read our Privacy Policy carefully for information related to our collection, use, and disclosure of your personal information. The Privacy Policy is incorporated by reference in this Agreement. Use of the Ressay website, WAP site and mobile applications and/ or its services constitutes acceptance of the Privacy Policy. For more information check our detailed [Privacy Policy](#).

## **Account Passwords and Registration**

You agree that the information you provide to Ressay on registration and at all other times, including payment, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, PIN, Password, or any credit, debit or prepaid cash card number or net banking login/password, if applicable), then you agree to immediately notify Ressay and identify Ressay from any liabilities that may arise from the misuse of your Account.

## **Usernames and Password**

Your nickname is a username that will identify your account and thereby all of your transactions and account related activity on Ressay. Each user can choose a unique nickname which cannot be edited later. If an account is found to be overly inactive, the account may be reclaimed by Ressay without notice. Inactivity may be considered as you not signing in and/or never having done a transaction from your account on Ressay for more than six months at a stretch.

We encourage you to choose a strong password to protect your account. We recommend the use of upper and lower-case letters, inclusion of one or more numerical digits and/or inclusion of special characters, e.g. @, #, \$ etc. It is advised that you should not share your password with anyone or write it down. Make sure you sign out before leaving a computer unattended. Ressay never, under any circumstances, asks for your account password.

### **Third Party Sites, Products and Services; Links**

The Services and/or the website may include links or references to other web sites or services solely as a convenience to users ("Reference Sites"). Ressay does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services and/or the website are solely between you and such entity. Access and use of reference sites, including the information, materials, products, and services on or available through reference sites is solely at your own risk.

### **Billing and Payment**

Ressay may provide a detailed billing summary. This summary may be found by logging into your account (if you have registered and created an account) on Ressay's website. The charges will be automatically placed to the credit card/debit card/account registered with Ressay for the transaction carried out by you .

### **All Sales are Final; Refund Policy**

All sales are final with no refund or exchange permitted. You are responsible for the transaction through your mobile phone and the money debited into your account, as a result of your transaction. However, if in a transaction performed by you through the mobile app of Ressay, money has been wrongly debited into your account you may like to contact the customer care to invoke the Grievance Redressal Policy.

### **Termination; Agreement Violations**

You agree that Ressay, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Ressay mobile app services and remove and discard all or any part of your account, your user profile or your recipient profile, at any time. Ressay may also in its sole discretion and at any time discontinue providing access to the Ressay mobile app services, or any part thereof, with or without notice. You agree that any termination of your access to the Ressay mobile app services or any account that you may have or portion thereof may be effected without prior notice, and you agree that Ressay will not be liable to you 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 Ressay may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Services.

### **Limitation of Liability and Damages**

In no event will Ressay or its contractors, agents, licensors or partners be liable to you for any special, indirect, incidental, consequential, punitive 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) Ressay's mobile app services, its website or any reference site, or (iii) your use or inability to use the services, Ressay's website (including any and all materials) or any reference sites, even if Ressay or a Ressay authorized representative has been advised of the possibility of such damages.

In no event will Ressay 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) Ressay's app services, (iii) Your use or inability to use Ressay's services or Ressay's website (including any and all Materials) or any Reference Sites, or (iv) any other interactions with Ressay, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Ressay's mobile app services or its website giving rise to the cause of action or One Thousand Rupees (Rs.1000), whichever is less.

You acknowledge and agree that Ressay has offered its mobile app 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 you and Ressay, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Ressay. Ressay would not be able to provide the services to you 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 you. In such cases, Ressay's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

### **Indemnification**

You agree to indemnify, save, and hold Ressay, 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 your use or misuse of Ressay's mobile app services or of the website, any violation by you of this Agreement, or any breach of the representations, warranties and covenants made by you herein. Ressay reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Ressay, including rights to settle and you agree to cooperate with Ressay's defense and settlement of these claims. Ressay will use reasonable efforts to notify you 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.

### **Disclaimer; No Warranties**

To the fullest extent permissible pursuant to applicable law, Ressay 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 you from Ressay or through the services or the site will create any warranty not expressly stated herein. You expressly acknowledge that as used in this section, the term "Ressay" includes Ressay's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies.

You acknowledge that Ressay is a mobile app service provider and is not liable for any 3rd party i.e. Distributor's obligations due to rates, quality, and all other instances, whether represented to you by the Distributor or otherwise. You expressly agree that use of the mobile app services and the website is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided to you from Distributor or on the internet generally. We do not warrant that the service will be uninterrupted or error-free or that defects in the website 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. Ressay, and its third party suppliers, licensors, and partners do not warrant that the data, Ressay 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.

Ressay 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. You understand and agree that you 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 you should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event will Ressay 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.

### **Ownership; Proprietary Rights**

The Ressay's mobile app services and the website are owned and operated by Ressay and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services and all other elements of the Ressay's mobile app services and the website provided by Ressay (the "Materials") are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and Ressay, all materials, trademarks, service marks and trade names contained on the website are the property of Ressay and/or third party licensors or suppliers. You agree not to remove, obscure, or alter Ressay or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the mobile app services.

Except as expressly authorized by Ressay, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the materials. Ressay reserves all rights not expressly granted in this Agreement. If you have comments regarding the Ressay's mobile app services and the website or ideas on how to improve it, please contact customer service. Please note that by doing so, you hereby irrevocably assign to Ressay, and shall assign to Ressay, all right, title and interest in and to all ideas and suggestions and any and all worldwide intellectual property rights



associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

### **Modification of this Agreement**

Ressy reserves the right to change, modify, add, or remove portions of this Agreement (each, a "change") at any time by posting notification to the Ressay website [www.Ressay.com](http://www.Ressay.com) or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to payment transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Ressay services. For certain changes, Ressay may be required under applicable law to give you advance notice, and Ressay will comply with such requirements.

### **Notice**

Ressay may provide you with notices and communications by email, regular mail or postings on the Ressay website [www.Ressay.com](http://www.Ressay.com) or by any other reasonable means. Except as otherwise set forth herein, notice to Ressay must be sent by courier or registered mail to Ressay Solutions Pvt. Ltd. India.

### **Waiver**

The failure of Ressay to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Ressay.

### **Arbitration**

Ressay may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Ressay's mobile app service provided in connection with this Agreement 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 you or Ressay 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 you or Ressay (or its agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor Ressay 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 you and Ressay. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

### **Governing Law and Forum for Disputes**

Except as otherwise agreed by the parties or as described in the Arbitration clause above, you agree that any claim or dispute you may have against Ressay must be resolved by a court located in New Delhi, India. You agree 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 Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

## **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.

## **Assignment**

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

## **Survival**

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

## **Headings**

The headings referenced herein are for convenience purposes only. They do not constitute a part of these Terms and Conditions and will not be deemed to limit or affect any of the provisions hereof.

## **Entire Agreement**

This is the entire agreement between You and Ressy 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 Ressy in accordance with the terms of this Agreement.

## **Ressy Terms Of Use**

- Definitions
  - "Customer" or "You" mean a person who has registered with Ressy for availing the Ressy Mobile app service and who has accepted these Terms and Conditions and, owns/operates/has access to an internet compatible mobile device that supports the Ressy mobile app service.
  - "Charge(s)" or "Service Charge" shall mean the charges which Ressy may levy upon you in consideration for subscribing to the Ressy mobile app Service.
  - "Distributor " shall mean and include physical merchants, remote merchants and any other outlet that has been authorized by Ressy to accept payment from you using Ressy mobile app service.
  - "Enrollment Form" shall mean the Ressy Enrollment Form, as is required by Ressy from the Customer at the time of Registration for availing and / or continuation of the Ressy Mobile App Service.
  - "Basic Account" means Customer's account created at Ressy's mobile app service network by submission of your bank details, against your name, Email address, mobile number and any other KYC details which is required by Reserve Bank of India (RBI) as amended and supplemented by the RBI from time to time.

- "KYC" stands for Know Your Customer and refers to the various norms, rules, laws and statutes issued by RBI from time to time under which Ressay is required to procure personal identification details from you before any services can be delivered. Know Your Customer (KYC) documents may be required by Ressay from the Customer at the time of Registration and/ or on a later date, for availing and / or continuation of the Ressay Mobile App Service.
- "Password" means the secret password used to secure Ressay Mobile App services, without knowledge of which your Ressay Mobile App will not be operable.
- "Transaction" means your purchase of the service/product from Distributor by using the mobile app service of Ressay.
- Documentation
  - The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and Ressay reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. Ressay reserves the right to discontinue services/ reject applications for Ressay Mobile App Services at anytime if there are discrepancies in information and/or documentation provided by you.
  - Any information provided to Ressay with the intention of securing Ressay Mobile App Services shall vest with Ressay, and may be used by Ressay, for any purpose consistent with any applicable law or regulation, at its discretion.
  - If the particulars provided by you in the KYC documents do not match with the details mentioned in the Enrollment Form, then Ressay has the right to forfeit the balance amount in your wallet.
- General Conditions Of Ressay Mobile Appservice
  - You will be issued, Basic Account immediately after successful registration. Your account will be upgraded to a Prime Account after you submit your KYC documents at the time of registration itself or on a later date and the same are verified and approved by Ressay. Ressay mobile app Prime Account Services shall ordinarily be activated within twenty four hours of receipt and verification of the associated documentation. For detailed features, registration process, documentation processes, KYC requirements, permitted Transactions, Service discontinuation procedure and other related details relating to the above mentioned Services, please refer [www.Ressay.com](http://www.Ressay.com).
  - Ressay Mobile App Services are not transferable.
  - The maximum monetary value that can be stored at any point of time in a Ressay Cash Prime Account is INR 50,000/- (INR Fifty thousand only). The maximum permitted value of Transactions at any point of time in Ressay Cash Prime Account is INR 50,000/- (INR Fifty thousand only). The maximum monetary value that can be stored and utilized in a month in a Ressay Cash Basic Account is INR \_\_\_/- (INR \_\_ Thousand Only). Subject to guidelines/notifications issued by RBI from time to time these limitations may be reviewed and modified at the discretion of Ressay without prior intimation to the Customer.

- Ressy reserves the right to suspend/discontinue Ressy Mobile App Services to you at any time, for any cause, including, but not limited, to the following-
  - For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of the terms and conditions mentioned in this document
  - For any suspected discrepancy in the particular(s), documentation or Enrollment Form provided by you;
  - To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc;
  - If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons.
  - If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
  - If the mobile connection with which your Ressy Mobile App is related ceases to be operational or in your possession or control.
  - If Ressy believes, in its reasonable opinion, that cessation/ suspension is necessary.
- Billing And Payment
  - You shall pay the Service Charges prescribed by Ressy in the form and manner prescribed for such payment. Ressy may at its discretion, change, amend, increase, or reduce the Service Charges without prior intimation to the Customer.
  - Any value in your Ressy Account that is utilized towards making payments for any Transaction shall be automatically debited from your Ressy Mobile App Account. Ressy's responsibility is limited to the debiting of your Ressy Mobile App Account and the subsequent payment to any Merchant Establishment that you might transact with. Ressy does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using Ressy Mobile App Services.
  - Ressy reserves the right to levy charges in accordance with clause 4.1 hereinabove. For schedule of charge(s) please refer company website ([www.Ressy.com](http://www.Ressy.com)) or call the Ressy customer care center.
- Customer Obligations
  - Ressy Mobile App Service availability is subject to the maintenance of an active mobile phone or internet connection with an associated telecom provider.
  - You shall be solely responsible for the confidentiality, safety and security of the Password. You shall be the sole owner of the Password and shall be responsible for the consequences arising out of disclosure of the Password and/or the unauthorized use of Ressy Mobile App Services. In case the Password is lost or misplaced, you shall promptly inform Ressy by calling at the customer care numbers where after the Password will be barred and a new Password will be

issued to you after necessary validation. In case the mobile phone/ SIM card associated with your Ressy Mobile App Service is lost/stolen/misplaced/ no longer in your control, you shall promptly inform Ressy. Ressy will upon receipt of such information block the relevant account.

- You shall use Ressy Mobile App services for Transactions with the specific Distributors only for the products/services available therein. The list of Distributors is available at [www.Ressy.com](http://www.Ressy.com) and is subject to change at Ressy's discretion without prior intimation.
- You shall intimate Ressy about change in your address, if any, in writing along with such proof of address as per the KYC documents.
- You shall not use Ressy Mobile App Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, Ressy policy or public policy or for any purpose that might negatively prejudice the goodwill of Ressy.
- You acknowledge and understand that Ressy Mobile App Services are linked to your mobile phone number and you shall be solely responsible for any liability arising out of the loss/ theft / misuse of the mobile phone number or deactivation of mobile connection by the concerned telecom service provider, in respect of the Services.
- Information submitted by you for availing Ressy Mobile App Services and/or information submitted while using Ressy Mobile App Services may be shared with third parties by Ressy, inter alia, to facilitate the provision of Ressy Mobile App Services.
- Without limiting the foregoing, you agree that you will not use the Ressy website and/or App to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
  - Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - Infringes any patent, trademark, copyright or other proprietary rights;
  - contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
  - Advertises or offers to sell any goods or services for any commercial purpose;

- is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
  - 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;
  - Violates any law for the time being in force;
  - Belongs to another person to which you do not have any right to;
  - Interferes with or disrupts Ressay's web-sites, servers, or networks;
  - Impersonate any other person;
  - Harm minors in any way;
  - Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through its web-sites or to manipulate your presence on its web-sites;
  - Engage in any illegal activities;
  - Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents the investigation of any offence or insults any other nation.
- Indemnity

You agree to indemnify, defend and hold Ressay and/or related parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including and without limitation legal fees and expenses, arising out of or related to your use or misuse of the Ressay Mobile App Services, any violation of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by you.
  - Additional T&Cs
    - When you acquire goods/services from a Distributor through Ressay's Mobile App Services, you understand and agree that, Ressay is not a party to the contract between you and the Distributor. Ressay is under no obligation to monitor the Distributor's service(s) used by you; the Distributor alone will be responsible for all obligations under the contract including (without limitation) warranties, conditions or guarantees. Any dispute with or complaint against any Distributor must be directly resolved by the Customer with the Distributor.
    - Any link on the Ressay website to a third party site is not an endorsement of that website. By using or browsing any such other website, you shall be subject to the terms and conditions in each such website.
    - In the event of any dispute, Ressay records shall be binding as the conclusive evidence of the Transactions carried out through use of Ressay Mobile App Services.

- Ressy shall send all customer communications by SMS and/or email and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator.
- You agree to receive all commercial message including transactional messages from Ressy.
- Amendment Of Terms, Platform
  - Ressy reserves the right to amend, modify, change, add or terminate (collectively “Changes”) the Terms, the website or the Platform/Network at any time in its sole discretion. Your continued use of the website or the Platform/Network shall be deemed your acceptance of any such changes. You should make sure you view these Terms periodically to make sure you are familiar with the most recent version of them.
  - Ressy may modify, terminate and/or suspend Ressy Mobile App Services to the Customer anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.
  - Any amendment of these Terms & Conditions proposed by you shall not be effective unless it shall be reduced to writing through amendment form and accepted by Ressy. Amendments made under this clause shall be deemed to be a part of these Terms & Conditions and in case of any contradiction the amendment form shall prevail. The terms and conditions herein shall be subject to the notifications/ guidelines issued by RBI, from time to time.
- Eligibility And Registration To Use The Services
  - You must be 18 years of age to use Ressy’s Mobile App services. You agree to provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and maintain and update your information (including your email address) to keep it accurate, current and complete. We reserve the right to terminate any account or your use of the website or the Platform/Network if any information provided by you is false, fictitious, inaccurate, not current or incomplete, with or without notice to you.
  - You will be issued a user ID and password to access your account. You must keep password confidential and not share it with any other person. You are responsible for all activity on your account, whether or not you authorized it. However, if you become aware of any unauthorized use of your account or your user id and password, please contact us immediately at [contact@ressyapp.com](mailto:contact@ressyapp.com)
- Compliance With Law

Ressy Mobile App Services is governed by per RBI Guidelines in particular and the laws of the land in general. Ressy will not be responsible or liable for any violation by you of applicable law, regulation, or guideline. You hereby declare that your name does not, at anytime, appear in the consolidated list of terrorist Individuals/ organizations as circulated by the RBI from time to time.
- Confidentiality

Privacy of communication is subject to the terms of the certificate of authorization granted by the RBI and RBI notifications/directives etc. You specifically agree that in order to facilitate the services of Ressay Mobile App Services to you, Ressay may be required to disclose any information or particulars pertaining to you to any authority, statutory or otherwise.

- **Assignment**

Ressay shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates group companies.

- **Intellectual Property Rights**

We, or our licensors, own all right, title and interest, including, but not limited to all copyright, trademark, patent, trade secret or other proprietary rights (“IP Rights”), in and to the website, the Platform, the Usage Data and Mobile App System provided by Ressay. You shall not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use the website, the Platform or any of the IP Rights, or attempt to reverse engineer, decompile, disassemble, or derive the source code for the Platform or use the Platform or website to create a competing product. Ressay is owned by Ressay Pvt. Ltd. Unauthorized use is strictly prohibited. All rights are expressly reserved to Ressay.

- **Disclaimer**

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, THE PLATFORM/NETWORK AND SERVICES OFFERED. WE EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. We provide the website, the Platform/Network and any other technology and services on the website on an "as is", "where is", "with all faults" basis. We do not warrant that the website or the Platform any products and services shown or described on the website, or other technology and services will be uninterrupted, error-free, available or operational at any particular time, or that any known defects will be corrected.

- **Waiver And Release**

To the maximum extent permitted by law, you waive, release, discharge and hold harmless Ressay, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform / Ressay Mobile App Service.

- **Consent To Electronic Communications And Transactions**

By registering to use the website, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address/mobile number that as per our records, or when we post the electronic communication on the Ressay website. The requirements for such electronic transactions and communications following: you must have access to the Internet, mobile web, applications and a valid e-mail address. You can withdraw your consent at any time by sending us an e-mail at [contact@ressyapp.com](mailto:contact@ressyapp.com), but we reserve the right to terminate your account upon such



withdrawal. Withdrawal of your consent will not affect the legal validity and enforceability of any notice, statement or disclosure previously received electronically. You agree to notify us promptly if your email address or other contact information changes by updating your account information or contacting us at [contact@ressyapp.com](mailto:contact@ressyapp.com)

- Limitation Of Liability

- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER RESSY, NOR ITS AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR ANY RELATED PARTY SHALL HAVE ANY LIABILITY TO USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR RELATING TO THESE TERMS, THE WEBSITE OR THE OFFERINGS, EVEN IF ANY OF SAID PARTIES HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER LIABILITY ARISES DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, VIOLATION OF STATUTE, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO INR ONE HUNDRED (INR 100).

- Choice Of Law And Dispute Resolution

These Terms shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that the courts of New Delhi shall have exclusive jurisdiction over any dispute arising from or relating to these Terms, the Platform/Network or the website. You expressly consent to the personal jurisdiction of said courts and waive any objection to such personal jurisdiction based on forum non convenience or any other basis.

- General

The parties are independent contractors and nothing in these Terms shall be deemed to create an agency or employment relationship, a franchisor-franchisee relationship, joint venture or partnership. These Terms constitute the entire agreement between you and Ressay regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect. You cannot assign the Terms or delegate your obligations under these Terms without the express written consent of Ressay. The prevailing party in any action relating to these Terms shall be entitled to recover its reasonable legal fees, costs and disbursements incurred in connection therewith from the non-prevailing party.

- Grievance Officer

The customer has a right to register his complaint if he is not satisfied with the services or finds attitudinal deficiencies when dealing with agents/ staff or finds system errors or sees gaps between standards of service promised and actual service rendered by the company. The Customer can lodge a complaint by sending email to [contact@ressyapp.com](mailto:contact@ressyapp.com). This mechanism is exclusively dedicated for customer complaint redressal.

**Acknowledgement of Grievances & redress on Complaints:**

- Ressy will acknowledge the grievance immediately on the receipt of complaint and initiate action to have the grievance resolved within a maximum period of three weeks .
- The customer will also be kept informed of the action taken, the progress while redressing grievances, and/or, the reasons for delay if any, in redressing.
- Complaints received by e-mail shall be acknowledged via individual emails to the extent possible.
- The follow up action taken in respect of such complaints shall be advised to customers by e-mail.