

Agent Wallet/Portal usage Agreement

BEFORE YOU CLICK ON THE "I AGREE" BUTTON, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT KEPT ON THE PAY2INDIA Portal.

BY CLICKING ON THE "I AGREE" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE AUTHORIZED TO USE THE SERVICES OF THIS SITE.

TERMS & USE OF PORTAL

This Web Portal Terms of Use Agreement (the "Agreement") is a legal agreement between the Portal Users and MV E COMMERCE SER. PVT. LTD. regarding Use of this Portal for the purpose of providing services to Customers.

Online Terms and Conditions of Use

The Use of the services by this Portal is Subject to the following Terms and Conditions of Use:

1. DEFINITION

1.1 "Portal Users" means a AGENT/PAY2INDIA operator having user ID provided by this portal.

Portal" means the Internet portal www.pay2india.com and other portals where Agents are enabled for using services, made available for Portal Users

"Wallet" means a prepaid B2B virtual account available with agent where amount received from PORTAL USERS is parked and is adjusted against the service usages. This is an arrangement between the agent and MV E COMMERCE SER. PVT. LTD. and only an efficient way of payment by agents. It is not being used by end customers /citizens in any given circumstances.

2. Terms of USE

On the Website (presently www.pay2india.com and other sites providing services through), MV E COMMERCE SER. PVT. LTD. makes available to the PORTAL USERS the services available on portal after completing all registration formalities.

Portal Users shall deposit Initial deposit in an account maintained by MV E COMMERCE SER. PVT. LTD.. MV E COMMERCE SER. PVT. LTD. shall maintain a Separate Bank Account for the amount collected from Portal Users. Amount deposited in this account is always reflected in a virtual counter/wallet shown

on the portal for the portal users to know. A portal user will be able to use/deliver the services to citizens on cash basis, till the amount in his virtual wallet remains.

MV E COMMERCE SER. PVT. LTD. has entered into agreement with Various Service Providers and each Service provider has given the rights to MV E COMMERCE SER. PVT. LTD. for Offering Services to Customers through Portal/wallet account Users and commission for each service is also governed by this agreement. MV E COMMERCE SER. PVT. LTD. may change the rates at any time at its own sole discretion.

On getting money (cash) from end Customer, Portal Users Shall issue Receipt to customer and send intimation to MV E COMMERCE SER. PVT. LTD. that he has received money from Portal Users for availing services. MV E COMMERCE SER. PVT. LTD. will deduct the designated amount from the portal users Wallet for the service delivery.

On getting the amount from Portal Users through separate account, MV E COMMERCE SER. PVT. LTD. have shall remit the agreed amount to Service Provider and other parties involved in this Transaction after verification of accounts.

The Use of the Services/wallet/portal shall be limited to Users who have authorized portal access from MV E COMMERCE SER. PVT. LTD. .

MV E COMMERCE SER. PVT. LTD. reserves the right at any time without any notice to change/ withdraw /improve or otherwise modify the Website and/or the Services. This applies, in particular, but without limitation, to the information on availability of Products, which shall in no case be construed as an engagement in form of a binding contract all offer.

MV E COMMERCE SER. PVT. LTD. reserves the right to modify these Terms and Conditions at any time without prior notice. Notice of modifications may be given by posting notice of such changes on Portal, by electronic mail, by facsimile or by conventional mail. The Portal Users agrees to continue use of Portal constitutes acceptance of all of the Terms and Conditions, as modified.

The Customer may retrieve specific information connected with products via this Web Portal. Any information provided shall only be for reference purposes and is not a definite pledge. All important information, such as delivery dates, prices, availability, etc., is non binding and subject to change from time to time.

In no case, balance in Portal User's accounts will be refunded. If Portal User is not using this service, then after 2 years, this amount may be forfeited.

Portal users can top up the amount in this wallet using the options available on www.pay2india.com” which include direct bank transfers and online debit/credit/net banking arrangements with various payment Gateways.

For topping up this wallet, charges as published by payment gateways will apply. The charges may vary from time to time and will be updated on to the portal for reference.

3. INTELLECTUAL PROPERTY RIGHTS

Portal is proprietary and is protected via various domestic and international laws and International Treaty provisions. Ownership of intellectual property rights lies with MV E COMMERCE SER. PVT. LTD. only.

All material on the Portal, including, without limitation, all informational text, design and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messaging design and functions, files, documents, images or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works, are owned by MV E COMMERCE SER. PVT. LTD. or other parties that have licensed their material to MV E COMMERCE SER. PVT. LTD. , and are protected by copyright, trademark, trade dress and other foreign and domestic intellectual property laws. MV E COMMERCE SER. PVT. LTD. disclaims any proprietary interest in copyrights, trademarks, trade dress, service marks, logos, slogans, domain names and trade names other than its own. Trademarks, logos, images graphics, audio, and service marks displayed on are the property of either MV E COMMERCE SER. PVT. LTD. or other third parties; you agree not to display or use such property without MV E COMMERCE SER. PVT. LTD. 's prior written permission.

The Materials on Portal may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the prior written consent of MV E COMMERCE SER. PVT. LTD. . Any modification of the Materials, use of the Materials on any networked computer environment, or use of the Materials for any purpose other than non-commercial use for the Customer's internal business purposes, without the prior consent of MV E COMMERCE SER. PVT. LTD. , may be a violation of the copyright, trademark, and other proprietary rights in the Materials and is expressly prohibited. If you have properly accessed Portal, You may use and display the visuals, information, and documents contained in or made available through Portal solely for the Portal Users internal business purposes. All rights not expressly granted herein by MV E COMMERCE SER. PVT. LTD. to the Portal User is reserved by MV E COMMERCE SER. PVT. LTD. or its licensors.

4. DISCLAIMERS

MV E COMMERCE SER. PVT. LTD. provides the Services on an "AS-IS" basis and makes no warranty with respect there to. MV E COMMERCE SER. PVT. LTD. does not warrant the availability, accuracy, integration, reliability, or completeness of the Website and/ or Services. MV E COMMERCE SER. PVT. LTD. shall not be responsible for problems caused by data transmission, computer hardware, computer operating systems or the use of the Products in conjunction with other applications and/or services not made available by MV E COMMERCE SER. PVT. LTD. nor for typographical or other errors or omissions on the Website.

4.2. MV E COMMERCE SER. PVT. LTD. may provide hyperlinks to other internet web sites maintained by third parties or may provide third party content on Portal. The content in any such linked sites is not under MV E COMMERCE SER. PVT. LTD. control and MV E COMMERCE SER. PVT. LTD. is not responsible for the content of those sites, including any further links in another site.

4.3 Neither MV E COMMERCE SER. PVT. LTD. nor its licensor make any warranty or representation with respect to the Products and MV E COMMERCE SER. PVT. LTD. disclaims any and all other warranties, express or implied.

5. LIABILITY

MV E COMMERCE SER. PVT. LTD. shall not be liable to the Portal Users under or in connection with these Terms of Use except to the extent of MV E COMMERCE SER. PVT. LTD. negligence where such negligence consists of a breach of a substantial contractual obligation and results in proven direct and foreseeable damage to the Customer, in which event the liability of MV E COMMERCE SER. PVT. LTD. shall be limited to and shall in no event exceed Rupeesten thousand (10.000 INR) in respect of anyone incident or series of incidents arising from the same cause.

In no event shall MV E COMMERCE SER. PVT. LTD. be liable for any special, consequential, incidental punitive, indirect or like damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business.

Limitation of liability as described in this Section shall not apply if damage or loss is caused by MV E COMMERCE SER. PVT. LTD. willful misconduct (including fraud) or gross negligence. Similarly, the limitation of liability provided for in this Section shall also not apply to

damages caused by personal injury or otherwise prohibited by indispensable, mandatory law.

5.4.

You hereby acknowledge and agree to indemnify and hold harmless MV E COMMERCE SER. PVT. LTD. , its licensors, and their respective affiliates, subsidiaries, assigns, officers, directors and employees from all costs and expenses (including reasonable attorneys' fees) in the event of any third-party claim relating to Your: (a) breach of any term or condition of this Agreement; or (b) Your use or misuse of Portal.

6. DATA PROTECTION

The processing and use of the User's personal data collected on the Website is affected in accordance with the MV E COMMERCE SER. PVT. LTD. Data Protection Commitment, available on Privacy.

7. GENERAL

Severability

Should provisions of these Terms of Use be entirely or partially invalid or unenforceable, or become so at a later date, the validity and enforceability of the remaining provisions of these Terms of Use shall not be effected thereby. The ineffective or unenforceable provision shall be replaced with an appropriate provision, which comes closest to the object of these Terms of Use, or to the intention of the Parties had they included the matter in these Terms of Use. The same shall apply to gaps.

Force Majeure

MV E COMMERCE SER. PVT. LTD. shall not be liable for failure or delays due to causes beyond its reasonable control.

Headings

Headings are included solely for convenience and are not intended to be full and accurate descriptions of the content of the respective provision.

Survival. All provisions of these Terms of Use which by their nature survive the expiration or cancellation of the Terms of Use or the unsubscription of the Services, including, without limitation to, those relating to intellectual property rights, disclaimers and limitations of liability shall survive the expiration or cancellation of the Terms of Use or the unsubscription from the Services.

Governing Law and place of Jurisdiction

Terms of Use shall be governed by Indian Laws and Jurisdiction is Surat, Gujarat.

Successors and Assigns.

The provisions herein shall be binding on the Parties and their respective successors and assigns.

8. Taxation:

Portal Users shall be responsible for GST, Income Tax and other applicable laws to the extent of portal user's share of Commission. MV E COMMERCE SER. PVT. LTD. shall be Liable for the above mentioned Taxes to the extent of MV E COMMERCE SER. PVT. LTD. 's share of Commission. TDS or other withholding taxes shall be deducted by MV E COMMERCE SER. PVT. LTD. only in the case where MV E COMMERCE SER. PVT. LTD. shall pay commission to Portal Users. And cases where Portal Users receives commission directly from third party, in that case MV E COMMERCE SER. PVT. LTD. shall not deduct TDS or other withholding tax of Portal Users.

9. Customer Service

Questions or comments regarding the PORTAL or the Terms and Conditions of this Agreement may be submitted to help desk

10. Printing

You are encouraged to print a copy of the Terms and Conditions of this Agreement for Your records.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ACCEPT THAT IT IS ONLY AVAILABLE IN ENGLISH, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.