

Weizmann Impex Service Enterprise Ltd

TERMS AND CONDITIONS

1. WEIZMANN IMPEX SERVICE ENTERPRISE LTD

1. Weizmann Impex Service Enterprise Ltd ("WISE") is an Indian company incorporated under the Companies Act, 1956 and has its registered office at Empire House (Basement), AK Nayak Marg, Dr DN Road, Fort, Mumbai 400001. WISE is part of Weizmann Group which includes entities such as Weizmann Forex Limited, a RBI Registered Authorized Dealer Category-II and one of the Principal Agents of Western Union Financial Services USA in respect of international Inbound Money Transfer, Vedang Forex Solutions Limited, a RBI Registered Full Fledged Money Changer. WISE owns and maintains the Website for itself and its Group Companies and offers the Visitor (as defined herein) access to and use of the Website and the opportunity to avail of the Services, products and services displayed or offered on the Website on and subject to the Terms and Conditions set out below and elsewhere in the Website (hereinafter referred to as "the Terms and Conditions"). The Visitor must accept and agree to abide by the Terms and Conditions before accessing or using the Website or availing of any of the Services, products or services offered on the Website.
2. All Visitors must read the Terms and Conditions carefully. The access and use of the Website shall denote an acceptance and agreement to abide by the Terms and Conditions. In case the Terms and Conditions are not acceptable, the Visitor shall not access or use this Website or any pages thereof and shall not avail of any of the Services, products or services offered on or through the Website.
3. Please note that by clicking on "SUBMIT" it will be deemed that the Terms and Conditions have been read and understood and that the Visitor agrees to accept and abide by the Terms and Conditions.
4. WISE may in its discretion alter, add to or delete the Terms and Conditions from time to time without any prior notice. It is the Visitor's responsibility to ensure that periodically on every occasion that the Visitor accesses or uses the Website or any Facility, product or service displayed or offered on the Website that the Visitor return to this page and review the Terms and Conditions for any alterations, additions or deletions. Unless otherwise specified by WISE all alterations, additions and deletions shall take effect automatically and be binding on and from the time they are posted on the Site. By continuing to access or use the Website or any Services, products or services offered on the Website, the Visitor will be deemed to have agreed to accept and be bound by such altered, added to or deleted Terms and Conditions. If the Visitor does not agree to the alterations, additions or deletions, the Visitor should discontinue accessing or using the Website or availing of any Services, products or services on the Website (other than

those which have already been availed of by the Visitor prior to such alterations, additions or deletions).

2. DEFINITIONS AND INTERPRETATIONS

1. In these Terms and Conditions (including the Introduction above), unless the context otherwise requires, the following words and phrases shall have the meanings assigned to them here under Jaldi Cash shall mean the card (i.e. a virtual wallet) floated by WISE of various denomination and all various denomination and all variant of the same.

"Alerts" means notices relating to various matters issued or to be issued by WISE to the Visitor from time to time e.g. notices of market information, reminders for bill payments, acknowledgement for payment received, etc.

"WISE Partner" means any Person who is subagent or sub representative or business associate of WISE and who displays content or offers any Services of WISE on the Website.

"Beneficiary" means a Person whose Card No. (Virtual Wallet) or Bank Account Number has been provided by the Registered User to WISE for the transfer of funds.

"Call Centre" means the call center which may be set up by WISE or its Service Provider to assist Visitors in connection with the Website including the Services displayed or offered thereon and any transactions entered into or proposed to be entered into by the Visitors in respect of such Services.

"Facility" means any present and future product, service or facility displayed or offered on or through the Website (whether by WISE or by any WISE Partner).

"Person" includes an individual, a company, a body corporate, an association of persons (whether incorporated or not), a trust, a partnership firm, a society and the government.

"Registered User" means any Visitor who has registered himself with the Website but who has not entered into any transactions in respect of the services and products offered on the Website. The term "Registered User" includes every Customer.

"Registered User ID" means the user name that is provided to the Registered User and registered by the Website which, along with the Registered User Password, will enable the Registered User to:

- avail of Services and enter into transactions in respect of the Services,

- access one or more Registered User Accounts / Card No's (Virtual Wallets), download application forms for Services, register a change in address, , payments, payment of dues, bill payments, trading and make online applications; and
- do such other acts as the Website may permit.

"Registered User Password" means the password that is provided to the Registered User and registered by the Website for access to the Website which, along with the Registered User ID, will enable the Registered User to:

- avail of Services and enter into transactions in respect of the Services offered on the Website,
- access one or more Registered User Accounts / Card No. (Virtual Wallets), download application forms for Services, register a change in address, change in nominee details, payments, payment of dues, bill payments, trading and make online applications; and
- do such other acts as the Website may permit.

"Service Provider" means a Person, not being an WISE Partner, who provides a service to WISE in order to enable WISE to operate and/or maintain the Website, provide any feature on the Website or provide any Facility which is provided by WISE.

"The Terms and Conditions" means the terms and conditions set out above and below and also all other terms and conditions contained elsewhere on the Website from time to time.

"Weizmann Impex Service Enterprise Ltd" (WISE) means Weizmann Impex Service Enterprise Ltd, a company incorporated under the Companies Act, 1956, having its registered office at Empire House (Basement), AK Nayak Marg, Dr DN Road, Fort, Mumbai 400001 and shall include its successors and assigns.

"WISE's Affiliates" means any other body corporate which controls, is controlled by, or is under common control with, WISE. In this definition "control" means the direct or indirect control of 25% or more of the ownership, voting rights or equity capital of the concerned entity.

"Visitor" means any person who accesses or visits the Website, whether or not such person has registered himself as a Registered User and include Agents and Franchisees of WISE and its Group Companies.

"The Website" means the Website presently maintained by WISE at www.jaldicash.com, and includes the pages of the Website and any applets, software and content contained in the Website.

2. In these Terms and Conditions, unless the context otherwise requires:
 - words of any gender are deemed to include each other gender;
 - words using the singular or plural also include the plural or singular, respectively;
 - the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Website;
 - the term "Article" refers to the specified clause of these Terms and Conditions;
 - heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law;
 - references to the word "include" or "including" shall be construed without limitation;

3. WISE WEBSITE

- 1) The Website primarily facilitates the display and offering of Services by the WISE Partners and / or by WISE on a no-liability and no-obligation basis as regards WISE. Information and Services on the Website may be displayed and offered in a phased manner at the discretion of WISE. WISE or the WISE Partner shall have the right to from time to time in its discretion, introduce new information and Services and add to, modify, suspend or withdraw any information or Services or the terms thereof in whole or in part without any prior notice.
- 2) If any of the Terms and Conditions are not acceptable to the Visitor or the Visitor disagrees with any material on the Website, the Visitor's sole and exclusive remedy is to discontinue using the Website, except as otherwise stated herein.

4. ELIGIBLE USERS OF WEBSITE

1. In order to access and use the Website and avail of any Services the Visitor must be an individual of at least 18 years of age who can enter into legally binding contracts under law applicable to the Visitor, or a corporation, trust, association of persons or firm which can enter into legally binding contracts in general, and contracts contemplated herein in specific, under applicable law and documents of their incorporation/constitution. In case the Visitor is a corporation, trust, association of persons or a firm, the Visitor must be authorised to agree to the Terms and Conditions and to access, use and avail of the Website and the Services and bind his

- corporation, trust, association of persons or firm, etc as the case may be. If the Visitor does not qualify, the Visitor should immediately cease to access or use the Website or the Facility.
2. Citizens and residents of countries other than India (collectively, "non-residents") shall access, use and avail of the Website and the Services only to the extent the domestic laws of India and such countries permit them to access, use and avail of the Website and the Services. All non-residents understand that by accessing, using and availing of the Website and the Services, they may be violating the local laws in India and/or such countries. The Visitor agrees that the Visitor will be solely and absolutely liable for any liability incurred by the Visitor in this regard and the Visitor will indemnify WISE against any liability incurred by WISE in this regard.

5. REGISTRATION INFORMATION AND CONFIDENTIALITY THEREOF

- 1) Only limited access to the Website is available to non-registered Visitors. Non-registered Visitors may not be permitted to avail of the Services. In order to obtain increased access to the Website and in order to avail of the Services the Visitor is required to register on the Website as a Registered User.
- 2) The Registered User agrees:
 - to provide true, accurate, current and complete information as prompted by the registration form on the Website, and
 - to from time to time maintain and update this information to keep it true, accurate, current and complete at all times.

The Registered User shall indemnify WISE for any losses caused to WISE due to any information provided by the Registered User to WISE being untrue, inaccurate, not current and/or incomplete in any respect, and WISE shall not be responsible for any losses sustained by the Registered User due to any information provided by the Registered User to WISE being untrue, inaccurate, not current or incomplete in any respect. If any information provided by the Registered User is untrue, inaccurate, not current or incomplete, WISE has the right to terminate the Registered User's registration and refuse the Registered User access to or use of the Website or any Services.

- 3) Subject to the other Terms and Conditions, upon registration as a Registered User the Website will register the relevant Registered User ID and Registered User Password; and upon registration as a Customer the Website will register the relevant Serial No. and Pin .
- 4) The Registered User will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all IDs and passwords and the Registered User will be fully and absolutely responsible and liable for all transactions and activities that

occur under the Registered User's ID and password including any unauthorised use or misuse of the ID and/or password. The Registered User will be responsible and liable if any third party gains access to the Website or any Facility through the use of their ID or password, and the Registered User hereby agrees to indemnify WISE and hold WISE harmless against any liability, costs, damages, claims, suits and proceedings based upon or relating to such unauthorised access and use. Without prejudice to the aforesaid, the Registered User agrees to:

- immediately notify WISE via e-mail and Registered Post AD, or through the Call Centre, of any suspected loss, theft, unauthorised usage of the ID or password, any other breach of security, did not authorise; or any inaccurate information in the Registered User's account balances.
 - ensure that the Registered User logs out from their account at the end of each session.
- 5) Any transaction or activity pursuant to use of the Registered User's ID or Password shall be deemed to be the Registered User's transaction or activity and WISE shall have no obligation to verify the authenticity of any such transaction or activity. WISE shall not be responsible for any mistake or error made by the Registered User in keying in the transaction or activity as to the nature of the transaction / activity, with respect to any facts or figures or otherwise.
 - 6) If the Registered User forgets his/her ID, the Registered User can send a written request or e-mail to WISE at the address provided on the Website giving the Registered User's date of birth and transaction details or such other information sought satisfactory to WISE. On WISE being satisfied of the Registered User's identity (which satisfaction shall be entirely at the discretion of WISE), WISE shall send the ID to the Registered User's e-mail address registered with WISE. The Registered User shall be responsible for continuing to maintain this e-mail address. WISE shall not be liable if it declines to furnish the ID by reason of it not being satisfied as to the Registered User's identity.
 - 7) If the Registered User forgets his/her password, he needs to log on to the website www.jaldicash.com and provide his registered user ID, mobile no., and Date of Birth. WISE shall communicate to the Registered User at the e-mail address provided by the Registered User. For security reasons the Registered User must change this password as soon as it is received by the Registered User, and until then this password shall be deemed to be the Registered User's password and the Registered User will be responsible and liable for all transactions pursuant thereto. Upon generation of the new password, WISE shall discontinue the use of the old password. However, the Registered User shall be responsible and liable for all transactions that are carried out by the use of the old Password, till the time of discontinuation of the old ID or password.
 - 8) Notwithstanding anything stated elsewhere in the Terms and Conditions, and despite correct use of the Registered User's ID and password, WISE shall be entitled in its sole discretion (but shall not be bound) to seek offline and/or additional

written or other confirmation from the Registered User of any instruction, transaction or activity as WISE may deem fit.

- 9) In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000 or any other law for the time being in force, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, WISE shall have the right to require the Registered User to communicate instructions and authorise and execute transactions and other activities by means of such secure electronic records and secure digital signatures in addition to, or in place of, the use of password(s).

6. CONDUCT OF VISITORS, REGISTERED USERS AND CUSTOMERS

- 1) The Visitor shall not -
 - restrict or inhibit any other person from accessing, using and enjoying the Website or the Services;
 - use the Website for any purpose that is unlawful in any jurisdiction or not permitted by the Terms and Conditions;
 - modify, copy, distribute, transmit, display, perform, publish, licence, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, Services, products or services obtained on or through the Website, except as permitted by the copyright owner or other right holder thereof;
 - post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind including, without limitation, any information or statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national, foreign or other law;
 - post or transmit any advertisements, solicitations, chain letters, pyramid schemes or other unsolicited commercial communication (except as otherwise expressly permitted by WISE) or engage in spamming or flooding;
 - post or transmit any information or software which contains a virus or any form thereof not restricting to Trojan horse, worm or other harmful component;
 - post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained from or through the Website for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
 - upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained on or through the Website which is protected by copyright or other proprietary right, or derivative works with

respect thereto, except as permitted by the copyright owner or other right holder thereof;

- upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or derivative works with respect thereto, except as permitted by WISE or the copyright owner or other right holder thereof, the Website being copyrighted under the relevant laws
 - attempt to decompile or reverse engineer any of the software available on the Website.
 - The Visitor will not make any attempt to hack into the Website or otherwise attempt to subvert any firewall or other security measure of the Website and if the Visitor becomes aware of any shortcoming in the security on the Website the Visitor shall forthwith inform WISE of the same in writing.
- 2) If the Website contains bulletin boards, chat rooms, access to mailing lists or other message or communication Services (collectively, "Forums"), the Visitor agrees to use the Forums only to send and receive messages and material that are proper and related to the particular Forum.
 - 3) The Visitor shall use any software provided on, by or through the Website only for the purposes for which it has been provided and for no other purpose.

7. OTHER TERMS

1. WISE shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered into by the Registered User.
2. WISE shall be entitled, in its sole and absolute discretion, to refuse to comply with all or any of the Registered User instructions without assigning any reason.
3. The Registered User cannot cancel any instructions once provided, save and except as specifically detailed on the Website. Additionally, when the Registered User places a request to cancel an instruction or a transaction that has been authorised by the Registered User, such cancellation is not guaranteed by WISE. Such instruction or transaction will only be cancelled if the Registered User's request for cancellation is received and acted upon before the instruction or transaction has been executed.
4. WISE and the WISE Partners shall have the right to, and the Registered User hereby authorises WISE and the WISE Partners to, verify any information provided by the Registered User.
5. WISE shall endeavour to take reasonable measures, which may include encryption, to ensure that the Registered User's personal information is not disclosed to any person except to WISE, WISE Partners, Service Providers, other persons to whom the information may be provided as per WISE's Privacy Policy and other persons specified by the Registered User. However, the Internet is an open system and WISE cannot, and does not, guarantee that the personal information which the Registered

User furnishes will not be intercepted or accessed by others and decrypted. WISE, the WISE Partners and Service Providers shall not be liable or responsible should any confidential or other information provided by or pertaining to the Registered User (included Jaldi Cash Card serial numbers, Mobile Numbers, bank account numbers, passwords, personal identification numbers, IDs, transaction details, etc.) be intercepted and subsequently used by an unintended recipient.

6. WISE shall endeavour to carry out the instruction received under the Services, however WISE does not guarantee or will not be held responsible for performance hereunder.
7. WISE shall process all instructions received under the Services on a working day, only on the following working day.
8. Neither WISE nor the Affiliates shall be liable for any unauthorised transactions occurring through the Facility and the Registered User hereby fully indemnifies and holds WISE and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

8. DISCLAIMERS

- 1) Access and use of the Website and the Services is entirely at the Registered User's own risk. The Website, including any content or information on it, any related or linked site and all Services displayed, provided, availed of, licensed or purchased on, through or via the Website are provided "as is," without any representation or warranty of any kind, either express or implied, including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, fitness for any particular purpose or completeness. Specifically, WISE disclaims any and all warranties including, but not limited to -
 - any warranties concerning the availability, accuracy, usefulness, or correctness, currency or completeness of information, Services, products or services and
 - any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under the laws applicable to the Terms and Conditions.
- 2) WISE has not verified and shall not be liable or responsible for any content or other information on the Website or on web-sites linked to or with WISE. WISE does not, in any way, certify or warrant the performance, operation, content or availability of the Website or such other websites. Although WISE adopts security measures which it considers appropriate for the Website, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access to the Website or any Customer Accounts. WISE shall not be responsible or liable if any unauthorised person hacks into or gains access to the Website, any

- Facility or the Registered User's accounts; and the Registered User shall be liable and responsible for the same.
- 3) This disclaimer of liability applies also to any damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.
 - 4) WISE does not warrant or make any representations regarding the use or the results of the use of any product, service and /or Services in terms of its compatibility, correctness, accuracy, reliability or otherwise. The Registered User assumes total responsibility and risk for the Registered User's access and use of the Website, all site-related services and all Services mentioned or advertised on or accessed or availed on or through the Website.
 - 5) WISE operates and offers the Website strictly on a no-liability basis and WISE shall not be liable to the Registered User or any other third party for any direct, indirect, incidental, special, exemplary, punitive, consequential or other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or other law or theory arising out of or in connection with the Website, or any Services mentioned or advertised on or accessed or availed on or through the Website or any contract or transaction entered into or executed in pursuance thereof (however arising, including negligence) or resulting from the use of or inability to use, access or avail of the Website, any Facility, service or product or out of any breach of any warranty. Under no circumstance shall WISE be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Registered User or any other person.
 - 6) If any disclaimers or limitation of liability in the Terms and Conditions are held to be unenforceable, the maximum liability of WISE (or the concerned Affiliate Partner or Service Provider, as the case may be) to the Registered User shall not exceed the amount of fees paid/payable by the Registered User to WISE (or the Affiliates Partner or Service Provider, as the case may be) for the Services, products or services that the Registered User have ordered or availed of on or through the Website.
 - 7) Delays in the Transactions and Non-Liability for Damages. While WISE shall endeavour that the Registered User's instructions and the Registered User's transactions pursuant to Services provided by WISE are communicated, carried out and/or performed promptly, WISE does not guarantee that any instructions will definitely be communicated or carried out or that any transactions will definitely be performed; and WISE shall not be responsible for any delay in communicating,

carrying out or performance of any instructions or transactions due to any reason whatsoever, including by reason of failure of payment gateway, bankers, operational systems for reasons including but not limited to virus attacks, natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, labour problem, strike or any other reason beyond the control of WISE.

- 8) WISE shall not be responsible for any inability to access the Website or any use or misuse of the Website.
- 9) Any search results displayed by or on the Website are automated and cannot be screened. Accordingly, WISE assumes no responsibility for the accuracy or otherwise of any search results or of the content of any site included in the search results or otherwise linked to the Website.
- 10) WISE shall not be responsible for any unauthorised interception of e-mail to or from WISE.
- 11) To the extent possible, the disclaimers, limitations on liability and indemnities available to WISE under the Terms and Conditions shall mutatis mutandis extend and be available also to the WISE Partners and Service Providers and its / their respective directors, officers, employees, agents, successors, assigns, consultants, sponsors, affiliates, content providers and everyone involved in creating, producing, delivering or managing the Website (or any part thereof) or any Facility. However this clause shall not protect the aforesaid Persons or extend to their obligations and liability to WISE or WISE's claims against them.
- 12) A possibility exists that the Website could include inaccuracies or errors. Additionally, a possibility exists that unauthorised additions, deletions or alterations could be made by third parties to the Website. Although WISE and its Service Providers attempt to ensure the integrity of the Website, they make no guarantee whatsoever as to its sequence, timeliness, completeness, correctness or accuracy. In the event that such an inaccuracy or incompleteness arises, please inform WISE so that it can be corrected.

9. TERMS OF SUPPLY OF SERVICES - GENERAL

- 1) The Website primarily Services the display and offering of Services by third parties ("WISE Partners") and WISE on a no-liability and no-obligation basis as regards WISE. Several of the Services mentioned or offered on or through the Website are provided by WISE Partners (and not by WISE) as indicated at the appropriate places on the Website. WISE has not conducted any investigation or due diligence in respect of, and makes no warranty for, the WISE Partners or the Services provided by them, and WISE shall not be liable for any loss or damage of any sort incurred as a result of any transactions or dealings with WISE Partners. The Registered User may be billed for these Services by the WISE Partners, and the WISE Partners may have their own agreements, terms and conditions which will govern such Services

provided by them. The terms and warranties relating to such Services may vary from WISE Partner to WISE Partner and Services to Services. The Registered User should obtain the full text of such terms and warranties from the WISE Partners.

- 2) Where any Services provided by WISE itself, it is expressly mentioned on the Website. WISE offers its Services strictly on a no liability basis. Accordingly, while WISE shall endeavour to offer such Services as per their terms, no claim shall lie against WISE, and WISE shall not be liable to the Registered User or to any Person, in the event of non-provision of any Services or delay or omission to do any act pursuant to any Facility provided by WISE or on any other account whatsoever. The Registered User should avail of Services provided by WISE only if the Registered User is agreeable to the above.
- 3) In order to avail of specific Services, the Registered User may have to agree to other terms and conditions in addition to the Terms and Conditions and may also have to execute agreements, powers of attorney and other writings and abide by the specified procedures.
- 4) All of the Registered User's rights and remedies and all maintenance, update, warranty, liability or any other obligations related to any Services, if any, shall be governed by the applicable terms, policies and procedures of the concerned WISE Partner and WISE shall not be liable or responsible for the same in any manner. The Registered User shall have no claim, rights or remedies whatsoever against WISE in respect of any Services availed or sought to be availed by the Registered User from any WISE Partner.
- 5) If the Registered User wishes to avail of a Services, the Registered User may be asked by the WISE Partner or WISE to supply certain information, including but not limited cash card mechanism information. The Registered User agrees that all information the Registered User provides to any WISE Partner or WISE will be accurate, complete and current. The Registered User agrees not to hold WISE liable for any loss or damage of any sort incurred as a result of any such dealings with any WISE Partner.
- 6) The WISE Partners and WISE offering any Facility set their own prices and terms and may change prices or terms or institute new prices or terms at any time. Prices and availability of Services displayed or offered on or through the Website are subject to change without prior notice. Nothing contained in this Website constitutes an offer, promise or commitment to grant or provide any Facility on any specific terms or otherwise and the sanction or grant of any Facility is not guaranteed and is in the absolute discretion of the WISE Partner or WISE (as the case may be). While WISE endeavours to post accurate and updated information on the Website, the Registered User verifies the same before taking any action or entering into any transaction. WISE will not be liable for any lack of availability of any Services the Registered User may order or seek to avail of through the Website.
- 7) The records of access, instructions, transactions and other activities maintained or caused to be maintained by WISE through its or a third party's computer systems or

on tape or other recording or storage device or otherwise shall be admissible in evidence, shall not be challenged by the Registered User and shall be accepted as genuine, accurate, conclusive and binding for all purposes including the recording of the time thereof.

- 8) Services are offered only to persons who are residents or citizens of states and countries where WISE or the concerned WISE Partners (as the case may be) are operating and can offer and provide such Services. By offering Services on this Web Site, WISE or the concerned WISE Partners (as the case may be) are not attempting to offer or provide Services outside such authorized states or country.

10. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

WISE is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website, and is the copyright owner or licensee of the content and/or information on the Website including but not limited to any text, images, illustrations, audio clips, video clips and screens appearing on the Website. All rights on the Website are reserved and the Registered User may not download and/or save a copy of the Website or any part thereof including any of the screens or part thereof and/or reproduce, store it in a retrieval system or transmit it in any form or by any means - electronic, electrostatic, magnetic tape, mechanical printing, photocopying, recording or otherwise including the right of translation in any language without the express permission of WISE (except as otherwise provided on the Website or in the Terms and Conditions for any purpose) or use it in any manner that is likely to cause confusion or deception among persons or in any manner disparages or discredits WISE or WISE Partners or Service Providers,. However, the Registered User may print a copy of the information on this Site for the Registered User's personal use or records. This Site is for the Registered User's personal use. If the Registered User make other use of this Site, except as otherwise provided above, the Registered User may violate copyright and other laws of India and other countries, and may be subject to penalties. WISE, the WISE Partners and/or the Service Providers do not grant any license or other authorization or use of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property by placing them on the Website.

11. AUTHORITY TO WISE

The Registered User irrevocably and unconditionally authorises WISE to access all information relating to the Registered User (including personal information and information relating to access and use of the Website and Services by the Registered User and the transactions entered into by the Registered User). Subject to the Privacy Statement, all information submitted on or via the Website shall be deemed

to be and remain the property of WISE and the Affiliate Partners and Service Providers; and WISE, the Affiliate Partners and Service Providers shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in any information the Registered User may provide to or through the Website. WISE, the Affiliate Partners and Service Providers shall not be subject to any obligations of confidentiality regarding submitted information except as otherwise expressly agreed by it directly with the Registered User. WISE shall be deemed to acquire from the Registered User a non-exclusive, world-wide, perceptual, irrevocable, royalty free licence to use, adapt, reproduce, modify, publish, translate, create derivative works from, distribute, perform or display any ideas, concepts, know-how or techniques contained in any information provided by the Registered User to or through the Website.

12. NO AGENCY

The Terms and Conditions and the Registered User's use of or access to the Website or any Services are not intended to create an agency, partnership, joint-venture or employer-employee relationship between the Registered User and the Website, WISE, any WISE Partner or Service Provider, except where otherwise specifically agreed or appointed.

13. NO OBLIGATION FOR MAINTENANCE

WISE has no obligation to monitor the functioning of the Website. However, the Registered User acknowledges and agrees that WISE has the right to monitor the functioning of the Website electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website properly or to protect itself or its Service Providers, WISE Partners, Visitors, Registered User or Customers. WISE will not intentionally monitor or disclose any private electronic-mail message to any third party unless required by law.

14. INDEMNITY

The Registered User agrees to defend, indemnify and hold WISE, its directors, officers, employees, Affiliates Partners, and Content and Service Providers harmless from any and all claims, liabilities, damages, costs, expenses and proceedings, including reasonable attorneys' fees, arising in any way from the Registered User's use of the Website or the placement or transmission of any message, information, software or other materials through the Website by the Registered User or users of

the Registered User's ID and password or related to any violation of the Terms and Conditions by the Registered User or users of the Registered User's ID and password, and any claims dispute or differences between the Registered User and any supplier.

15. TERMINATION

- 1) Termination by WISE/Website -
The Registered User acknowledges and agrees that WISE may, without notice, suspend or terminate the Registered User's ID, password or account or deny the Registered User access to all or part of the Website or any Services without prior notice if the Registered User engages in any conduct or activities that WISE in its sole discretion believes violate any of the Terms and Conditions, violate the rights of WISE, or is otherwise inappropriate for continued access, or if WISE learns of the Registered User's death, bankruptcy or lack of legal capacity or of circumstances which impact the Registered User's credit worthiness (which shall be determined at the sole discretion of WISE) or for any other reason which WISE thinks fit and proper.
- 2) Termination by the Registered User -
The Registered User may request for termination of this Facility at any time by giving a written notice of at least 15 days to WISE. The termination shall take effect on the completion of the fifteenth day from the date of receipt of the notice by WISE. Provided however that the Registered User will remain responsible for any transactions entered into by the Registered User and all obligations incurred by the Registered User until the time of such termination.

16. GOVERNING LAW AND JURISDICTION

- 1) The Website, the Terms and Conditions, all transactions entered into on or through the Website and the relationship between the Registered User and WISE shall be governed by and construed in accordance with the laws of India and no other nation, without regard to the laws relating to conflicts of law.
- 2) The Registered User and WISE agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the Terms and Conditions, any transactions entered into on or through the Website or the relationship between the Registered User and WISE shall be subject to the exclusive jurisdiction of the competent courts located in the city of Mumbai, Maharashtra, India and the Registered User hereby accede to and accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if WISE so thinks fit WISE may institute proceedings against the Registered User in any other court or tribunal having jurisdiction.

- 3) WISE accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed or used or any facility can be availed of in a country other than India would not mean that the laws of such country would be applicable.
- 4) It shall be the sole responsibility of foreign residents including Non Resident Indians (NRIs) in foreign jurisdictions to verify whether the Website and the Services can be accessed and utilised in their respective jurisdictions. The Services do not constitute an offer or a solicitation of an offer to sell, buy, provide or procure any shares, securities or other instruments, products or services to or from any person in any jurisdiction where it is unlawful to make such an offer or solicitation. The Website and/or Services or services which are part of the Facility are not intended to be in any form of an investment advertisement, investment guidance or investment information and has not been registered under any securities law of any jurisdiction, Indian or foreign, and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service. Further, no information on the Website is to be construed as a representation with respect to shares, securities or other investments, regarding the legality of an investment therein under the respective applicable investment or similar laws or the laws or regulations of any person or entity accessing this Website.

17. NO WAIVER

The failure or delay of WISE to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. No waiver on the part of WISE shall be valid unless it is in writing signed by or on behalf of WISE. A waiver of any right or provision by WISE on a particular occasion shall not prevent WISE from enforcing such right or provision on a subsequent occasion.

18. SEVERABILITY

If any provision of the Terms and Conditions shall be held to be invalid or unenforceable by reason of any law or any rule, order, judgement, decree, award or decision of any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition, and the Registered User, WISE, the court, tribunal or regulatory or self-regulatory agency or body should endeavour to give effect to the parties' intentions as reflected in the provision to the extent possible. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

19. LIMITATION

Notwithstanding any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to access or use of the Website or any Facility or the Terms and Conditions must be filed within two (2) months after such claim or cause of action arose failing which it shall be forever barred.

20. NOTICES

- 1) WISE may give notice to the Registered User by e-mail, letter, telephone or any other means as WISE may deem fit to the address last given by the Registered User. Notices under the Terms and Conditions may be given to WISE by the Registered User in writing by delivering them by hand or by sending them by post to WISE's address mentioned on the Website. WISE may, but shall not be bound to, act upon notices and instructions given by the Registered User to WISE by e-mail, letter, telephone or any other means as WISE may deem fit.
- 2) In addition, WISE may (but shall not be bound to) also publish notices of general nature, which are applicable to all Visitors, Registered Users or Customers in a newspaper circulating in India or on its Website. Such notices will have the same effect as a notice served individually to each Visitor, Registered User or Customer.
- 3) Documents which may be sent by electronic communication between the parties may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website. WISE shall be deemed to have duly communicated and delivered any communication or document to the Registered User if such communication or document is sent via electronic mail (e-mail) to the e-mail address provided by the Registered User to WISE. WISE shall also be entitled to act on the basis of any instructions received or purported to be received by WISE from the Registered User by e-mail or other electronic means or via the Internet. WISE shall also be entitled (but not bound) to act upon fax instructions and communications.

21. MISCELLANEOUS

- 1) WISE may sub-contract or employ agents to carry out any functions or services relating to the Website or any of its obligations under the Terms and Conditions.
- 2) The Registered User must at the Registered User's own cost: (a) provide for the Registered User own access to the World Wide Web and pay any service fees, telephone charges and online service usage associated with such access, and (b)

provide all equipment necessary for the Registered User to make such connection to the World Wide Web, including a computer and modem.

- 3) The content presented at the Website may vary depending upon the Registered User's browser limitations.
- 4) All communications under these Terms and Conditions will be done in English language.

22. OFFLINE REGISTRATIONS

- 1) All services availed of through www.jaldicash.com, whether registered offline or otherwise, shall be governed by the terms and conditions applicable to www.jaldicash.com as appearing on the website www.jaldicash.com. These terms will be in addition and not in derogation to the aforesaid terms and conditions.
- 2) The customer will by signing the offline registration application form, be deemed to have accepted the terms and conditions specified therein.
- 3) Instructions for first log-in (in case of offline registration) will be mailed to the applicant. After the first log-in, the customer shall mandatorily change the password.
- 4) All information provided by the customer on the offline registration application form shall be deemed to be true and accurate. For the purpose of customer verification as also to ensure that the offline registration for www.jaldicash.com is successfully completed, WISE reserves the right to call for such further information from the customer, as WISE in its sole discretion deems fit.
- 5) The customer acknowledges, represents and warrants that the password that would be issued to such customer, provides access to www.jaldicash.com and that the customer is the sole and exclusive owner and is the only authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes entered into www.jaldicash.com system using such password.
- 6) The customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The customer shall comply with such guidelines, instructions or terms as WISE may prescribe from time to time with respect to the password.

The conditions stated in these Terms and Conditions are in addition to the other terms and conditions stated elsewhere in the Website. In particular, and without prejudice to the above, these Terms and Conditions are in addition to the terms, conditions, procedures and agreements applicable in respect of each Facility which are stated at the appropriate places in respect of each Services or in the agreements to be entered into between WISE and the Registered User / the concerned parties in respect of each Services.

ADDITIONAL TERMS

These terms and conditions ("Additional Terms") are in addition to the other Terms and Conditions for usage of the Website.

23. "www.jaldicash.com" Service is a technology platform in India, where WISE presently provides a medium to Jaldi Cash Card holder to transfer money from his Jaldi Cash Card to a Bank account in India or another Jaldi Cash Card (Virtual Wallet) holder only.
24. "www.jaldicash.com" is a registered trademark of WISE used for the purpose of identifying the technology platform for inter virtual wallet money transmission services to Jaldi Cash Card holder and to a Bank account in India provided by WISE. Jaldi Cash Service should in no way be construed as a solicitation for money transfer by WISE.
25. WISE shall in no way be held responsible and/or be liable for any other query, claim or dispute, except as otherwise specifically stated herein.
26. These Additional Terms apply in addition to any other terms and conditions that the Registered User may have agreed to or deemed to have agreed to or may hereafter agree to from time to time for avail of the Jaldi Cash Services or any other Services of WISE .
27. The Registered User will not be entitled to any interest for the period during which the funds to be remitted are with WISE, or pending remittance or are in the course of remittance, or for any other period.
28. The Registered User hereby agrees that the Registered User shall not have more than one (1) login ID.
29. The Registered User hereby authorizes WISE to check the Registered User's credit history at the time of and/or prior or subsequent to enrollment and to obtain follow-up credit reports relating to the Registered User.
30. The Registered User hereby agrees that, where WISE so deems advisable or necessary, WISE may hold the money (to be transferred to any Jaldi Cash Card holder or Bank account) for longer than the usual time for transfer, and may delay such transfer.
31. The Registered User confirms that the transfer are not meant for any purpose which is in conflict with any law in India, or elsewhere.