

# Weizmann Impex Service Enterprise Ltd

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### **Terms of Web Site User(s) Eligibility:**

User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the services provided by WISE on this website. Our services are available only to those individuals or companies who can form legally binding contracts under the applicable law. Therefore, user(s) should not be a minor or otherwise incompetent as per Indian Law; i.e. user(s) must have completed the age of 18 years of age to be eligible to use our online services.

WISE advises its users that while accessing the web site, they must follow/abide by the applicable laws. WISE is not responsible for the possible consequences caused by your act/behaviour during the use of this web site. WISE may, in its sole discretion, refuse the service to anyone at any time without assigning any reason.

**Terms and conditions of usage of Prepaid Paid Instruments:**

1. This prepaid payment instrument, Jaldi Cash Card is a virtual wallet (account) and is governed by the Payment and Settlement Systems Act, 2007 & Regulations made thereunder, Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 (“RBI Guidelines”) and is also subject to directions / instructions issued by the Reserve Bank of India (RBI) from time to time in respect of redemption, repayment, usage etc. and Weizmann Impex Service Enterprise Ltd (WISE) does not hold any responsibility to the cardholder in such circumstances.
2. This Card should be utilized by individuals above 18 years of age.
3. This Card may be used for transferring funds to Banks accounts, other Jaldi Cash Card holders, making payment of utility bills & essential services. In case of non-utility bills or non-essential services, the Card may be used subject to compliance of KYC requirements as prescribed by RBI from time to time. The maximum value of a Card is Rs. 10,000 for payment towards utility bills & essential services and Rs. 100000 in case all additional services are enabled on it after submitting requisite KYC documents.

Note: As per RBI guideline DPSS.CO.PD.No.1288/02.14.006/2016-17 dated 22<sup>nd</sup> November’16, maximum value of a Card is increased to Rs 20,000 till 30<sup>th</sup> December’16

4. WISE may use the KYC submitted by you for business purposes. You hereby consent to (i) receiving e-newsletters as well as other communications containing offers etc. and (ii) WISE providing your information to sponsor/s and/or companies associated with it for the purpose of providing you with offers and/or information.
5. You hereby agree to use this Card for all transactions with prescribed merchants for the products/services as mentioned by the merchant on its website and further agree not to use it for any unlawful purpose/activities. You will neither abate nor be a party to any illegal/criminal/money laundering/terrorist activities undertaken by using this Card.
6. WISE shall not be responsible for any fraud or misuse of this Card and you agree to be personally liable for any and all costs, taxes, charges, claims or liabilities of any nature, arising due to any such fraud or misuse of the Card.
7. You hereby declare that your name does not at anytime appear in the consolidated list of Terrorist Individuals / Organizations as circulated by RBI from time to time.
8. WISE shall not be liable / responsible for any defect in the product / merchandise / goods or services purchased / availed using this Card. Any dispute or claim regarding the product / merchandise / goods or services purchased / availed on the website of the

merchant using this Card must be resolved with the designated merchants. WISE does not own any responsibility to the Card holder in such circumstances.

9. WISE may charge payment gateway service fees to you for use of this Card on the designated Franchisee's or merchants. The said fees will be displayed on payment gateway page at the time of transaction as applicable from time to time.
10. No redemption, transfer of funds or cash withdrawal is permitted on this Card , except as per directions of the RBI, if any.
11. The Card is valid for a year from the date of issuance. On each reload of the Card, the life of the Card is extended further one year from the date of reload. If there is no reload for a year post issuance of the card, the card will be treated as expired at the end of one year and balance held in the Card will be forfeited by WISE. WISE reserves the right to recognize the forfeited amount as income in the books of account
12. The Card holder will be intimated one month in advance about the expiry of the card through SMS and e-mail (if available), further on three consecutive days alerts will be sent through SMS and e-mail (if available) to ensure that the customer is aware of the card expiry and action is taken to increase the validity.
13. Cash withdrawal is not permitted on the Card. The outstanding balance cannot be redeemed by the customer. However if for any reason the Card service / scheme is withdrawn or terminated then the customer will be intimated in advance and he can redeem the outstanding balance by transferring the amount to a bank account by visiting our authorized Franchisee / Retail Outlet.
14. The property in this Card belongs to WISE. If found, please return it to: Weizmann Impex Service Enterprise Ltd, Empire House (Basement), 214 Dr D N Road, A K Nayak Marg, Fort, Mumbai 400001.
15. In case the details of the Card are lost, you shall promptly inform WISE in writing (letter/e-mail) or visit our franchisee. The Card Serial No. and Pin shall then be sent on the mobile no. of the Card holder.
16. Any duplication of this Card will be subject to cancellation.
17. The Card Serial Number and intellectual property rights contained therein are the exclusive property of WISE.
18. This Card cannot be used for transactions in foreign currency. This Card can be used only for online/on mobile/IVRS transactions with the merchants governed by Indian laws.
19. This Card once utilized for any transaction cannot be reverted back.
20. This Card is not transferable.
21. WISE reserves the right at any time to refuse for any reason whatsoever, the use of the Card on the website/mobile application/IVRS of designated merchants.

22. You shall promptly inform WISE of any change of your name, mailing address, e-mail address or any other required data provided for the issuance of this Card and submit the fresh KYC documents in respect of such change, as may be demanded by WISE.
23. For resolving any dispute, WISE has formalized “Customer Grievance Redressal Policy” which is available on the website. All disputes arising out of any transaction pertaining to the use of this Card shall be subject to this policy. Any further litigation shall be governed by exclusive jurisdiction of the courts in Mumbai.
24. All transactions done by using this Card are subject to applicable Indian laws.
25. WISE reserves the right to amend, alter, delete, insert and revise these terms and conditions without any prior notice/intimation to customer.

**Terms of Use of Reload:**

1. This Reload is governed by the Payment and Settlement Systems Act, 2007 & Regulations made there under, Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 (“RBI Guidelines”) and is also subject to directions / instructions issued by the Reserve Bank of India (RBI) from time to time.
2. The Reload can only be obtained by individuals above 18 years of age.
3. The Reload of Card is subject to all conditions specified in “**Terms and conditions of usage of Prepaid Paid Instruments**” given above.
4. The Card serial number and intellectual property rights exposed during Reload process are the exclusive property of WISE.
5. WISE may charge a convenience / transaction charge from the Franchisee or Card holder on the reload as may be prescribed from time to time.
6. The Franchisee can charge is maximum 1.5% of the transaction amount or Rs 10/- whichever is higher. The maximum transaction charge can also be seen on the “Customer Transaction Receipt” which is generated for each transaction.
7. The Card holder should insist for the “Customer Transaction Receipt” for each transaction from the Franchisee / Retailer.
8. All transactions to reload of Card are subject to applicable Indian laws.
9. WISE reserves the right to amend, alter, delete, insert and revise these terms and conditions without any prior notice/intimation to customer.

**Call center information**

1. For further details and enquiries, contact our Call Centre No. 022-22035171 /5173 / 6171 or toll free 1800 123 6990.
2. The Call Centre is operational from 7.00 a.m. to 11.00 p.m.

3. You can email us at [jaldicash@weizmannimpex.com](mailto:jaldicash@weizmannimpex.com)

**Escrow Bank:**

WISE has tied up with RBL Bank Ltd for providing Escrow Bank Service under its Prepaid Payment Instrument (PPI) authorization. The Card holder outstanding balances are maintained in the escrow account of RBL Bank. The amounts maintained in the escrow account are used only for making payments to the participating merchant establishments and other permitted payments as per the RBI guidelines on issuance and operations of Prepaid Payment Instruments.

**Terms and conditions for accessing Agent information on Money Transfer of Group entity of Weizmann Forex Ltd :**

1. The user (WFL Agent) will have to login using his Jaldicash login id and password.
2. The user in order to view WFL transaction information will need to click on the link “WFL Agent Portal”.
3. The link will open a new window which will provide the user information on the transactions carried out by him for WFL, commission earned by him from WFL etc. and guide on standard operating procedures through specific tabs on the webpage.

WISE will not be responsible for the accuracy of the data on the website and users will need to contact Weizmann Forex Ltd on 1800 22 9222 / 1800 22 5656 for any queries.

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The features and services on the web site are provided on an “as is” and “as available” basis, and web site hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, undertakings and terms are hereby excluded. WISE makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, and stability, completeness of any information provided on or through the web site. WISE does not represent or warranty that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site does not violate any third party rights; and WISE makes no representations or warranties of any kind concerning any product or service offered or displayed on the web site. Any material downloaded or otherwise obtained through the web site is done at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from web site or through or from the web site shall create any warranty not expressly stated herein.


Under no circumstances shall web site be held liable for an delay or failure or disruption of the content or services delivered through the web site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet

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User(s) hereby further agree to indemnify and save web site, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the web site. User(s) hereby further agree that web site is not responsible and shall have no liability to it, for any material posted by others; including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you. Web site reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with web site in asserting any available defenses.

Web site shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:

- » JaldiCash The use or the inability to use the web site;
- » JaldiCash Any defect in goods, samples, data, information or services purchased or obtained from a User(s) or a third-party service provider through the web site;
- » JaldiCash Violation of Third Party Rights or claims or demands that User(s) manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- » JaldiCash Unauthorized access by third parties to data or private information of any User(s);
- » JaldiCash Statements or conduct of any User(s) of the web site; or

 Any matters relating to Premium Services however arising, including negligence.

### **Links to Third Party Sites:**

Links to third party sites are provided by web site as a convenience to user(s) and WISE has not have any control over such sites i.e. content and resources provided by them.

WISE may allow user(s) access to content, products or services offered by third parties through hyper links (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. WISE believes that user(s) acknowledge that WISE has no control over such third party's site, does not monitor such sites, and WISE shall not be responsible or liable to anyone for such third party site, or any content, products or services made available on such a site.

### **Data Protection:**

Personal information supplied by user(s) during the use of web site is governed by our privacy policy. Please click on the related link to know about our privacy policy.

### **Posting your content on Website:**

Some of the content displayed on the website is provided or posted by third parties. User(s) can post their content on some of the sections/services of the web site using the self-help submit and edit tools provided at the respective section. User (s) may need to register and/or pay for some of these services. WISE in such case is not the author. The content here is contributed by anonymous, registered or paid user(s). Neither WISE nor any of its affiliates, directors, officers or employees has entered into sale agency relationship with such third party by virtue of our display of the Third Party Content on the website. Any Third Party content is the sole responsibility of the party who has provided the content. WISE is not responsible for the accuracy, propriety, lawfulness or truthfulness of any Third Party content, and shall not be liable to any user(s) in connection with his/her reliance on such Third Party content. In addition, WISE is not responsible for the conduct of user(s) activities on the web site, and shall not be liable to any person in connection with any damage suffered by any person as a result of any such user's conduct.

User(s) solely represent, warrant and agree to:

(a) provide WISE with true, accurate, current and complete information to be displayed on the web site and

(b) maintain and promptly amend all information to keep it true, accurate, current and complete.

User(s) hereby grant an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to WISE to display and use all information provided by them in accordance with the purposes set forth in Term and to exercise the copyright, publicity, and

database rights you have in such material or information, in any form of media, third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on the web site, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the web site (hereafter referred to as “Third Party Rights”).

User(s) hereby represent, warrants and agree that user(s) shall be solely responsible for ensuring that any material or information you post on the web site or provide to web site or authorize the web site to display, does not, and that the products represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights. User(s) hereby represent, warrant and agree that they have the right to manufacture, offer, sell, import and distribute the products offered and displayed on the web site, and that such manufacture, offer, sale, importation and/or distribution of those products violates no Third Party Rights.

User(s) hereby represent, warrant and agree that information submitted to WISE for display on the web site will not:

- » **JaldiCash** Contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
- » **JaldiCash** Be part of a scheme to defraud other User(s) of the web site or for any other unlawful purpose;
- » **JaldiCash** Relate to sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any third party’s copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy, or any other Third Party Rights;
- » **JaldiCash** Violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- » **JaldiCash** Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- » **JaldiCash** Be obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
- » **JaldiCash** Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- » **JaldiCash** Contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone’s privacy or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law or regulation;



- » JaldiCash Solicit business from any User(s) in connection with a commercial activity that competes with WISE;
- » JaldiCash Contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- » JaldiCash Link directly or indirectly to or include descriptions of goods or services that are prohibited under the prevailing law; or
- » JaldiCash Otherwise create any liability for WISE or its affiliates.

WISE reserves the right in its sole discretion to remove any material/content/photos/offers displayed on the web site which it reasonably believes is unlawful, could subject WISE to liability, violates the terms and conditions and/or Term of use or is otherwise found inappropriate in WISE's opinion. Web site reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing.

In connection with any of the foregoing, web site may suspend or terminate the Account of any User as web site deems appropriate in its sole discretion. User(s) agree that web site shall have no liability to any User(s), including no liability for consequential or any other damages, in the event web site takes any of the actions mentioned in this Section, and that you agree to bear the risk that web site may take such actions.

Web site acts as a content integrator and is not responsible for the information provided by user(s) to be displayed on the web site. WISE do not have any role in developing the content.

#### **Interaction between Users:**

WISE may provide links for providing an on-line platform for exchanging information between buyers and suppliers of products and services. Web site does not represent the seller or the buyer in specific transactions and does not charge any commission for enabling any transaction. Web site does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the web site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase. User(s) are cautioned that there may be risks of dealing with foreign nationals or people acting under false pretenses. Web site uses several techniques (such as VeriSign, TrustSEAL) to verify the accuracy and authenticity of the information our user(s) provide us. However, since it is not possible in all cases and is not 100% fool-proof, WISE cannot and does not confirm each user(s) purported identity (including, without limitation, VeriSign, Trust SEAL Members). WISE encourages user(s) to use various tools available on the web site and otherwise, as well as common sense, to evaluate the user(s) with whom they would like to deal with.

User(s) acknowledge that user(s) fully assume the risks of purchase and sale transactions when using the web site to conduct transactions, and that user(s) fully assume the risks of liability or

harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the web site.

Such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights, and the risk that you may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers, other purchasers, end-users of products or others claiming to have suffered injuries or harms relating to product originally obtained by user(s) of the web site as a result of purchase and sale transactions in connection with using the web site may suffer harms and/or assert claims arising from their use of such products. All of the foregoing risks are hereafter referred to as "Transaction Risks".

User(s) agree that WISE shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may occur/arise as a result of or in connection with any Transaction Risks. User(s) are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the web site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. In the event of a dispute with any party to a transaction, user(s) agrees to release and indemnify WISE (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. User(s) may use the content/features on web site solely for their personal or internal purposes. User(s) agree that they will not use WISE database and/or services to send junk mail, chain letters or spamming or the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Further, as a Registered User, user(s) will not use the Email Account to publish, distribute, transmit or circulate any unsolicited advertising or promotional information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, or which incites or results in causing racial hatred, discrimination, menace or breach of confidence.

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WISE is not an expert in your intellectual property rights, and we cannot verify that the users of our online marketplace – who post literally tens of thousands of trade leads for items on the website each day – have the right to sell the goods offered. We will appreciate your assistance in identifying listings which may not appear on their face to infringe your rights but which you believe are infringing. WISE is also not an arbiter or judge of disputes about intellectual property rights. By taking down a listing, as a prudential matter, WISE is not endorsing a claim of infringement. Neither, in those instances in which WISE declines to take down a listing, is WISE determining that the listing is not infringing, nor is WISE endorsing the sale of goods in such cases.

WISE respects the intellectual property rights of others, and we expect our user(s) to do the same. We believes that user(s) agree that they will not copy, download & reproduce any information, text, images, video clips, directories, files, databases or listings available on or through the web site (the “www.jaldicash.com” ) for the purpose of online transaction, re-selling or re-distributing, mass mailing (via email, wireless text messages, physical mail or otherwise), operating a business competing with WISE, or otherwise commercially exploiting the WISE content. Systematic retrieval of WISE content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from WISE is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Term of use is prohibited and may invite legal action. As a condition of your access to and use of WISE’s services, you agree that you will not use the web site service to infringe the intellectual property rights of others in any way. WISE reserves the right to terminate the account of a user(s) upon any infringement of the rights of others in conjunction with use of the WISE service, or if WISE believes that user(s) conduct is harmful to the interests of WISE, its affiliates, or other users, or for any other reason in WISE’s sole discretion, with or without cause.

#### **Amendment to User(s) Terms and Conditions:**

WISE may change, modify, amend, delete or update this terms and conditions from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the service will signify your acceptance of the changed terms.

#### **NOTICES:**

All notices or demands to or upon web site shall be effective if in writing and shall be duly made when sent to Weizmann Impex Service Enterprise Ltd on the following Address:

#### **To:**

Weizmann Impex Service Enterprise Ltd

Mr. Chetan D Mehra

Empire House,  
AK Nayak Marg  
Dr DN Road,  
Fort  
Mumbai 400001

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) to web site, or by posting such notice or demand on an area of the web site that is publicly accessible without a charge.

Notice to a User(s) shall be deemed to be received by such User(s) if and when web site is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon web site's posting such notice on an area of the web site that is publicly accessible without charge.

**Governing Law:**

Terms and condition of use and Privacy Policy shall be governed in all respect by the laws of Indian Territory. WISE considers itself and intended to be subject to the jurisdiction only of the Courts of Mumbai, Maharashtra, India. The parties to these Terms of use hereby submit to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, India.