

Terms and Conditions for Sender

1. GENERAL

These terms and conditions shall govern the accessing and availing by You the Services as detailed below when You as an end user approach us or our retailers for the same. By accessing and using the Services, you as the End User agree to be bound by these terms and conditions of use, including any additional guidelines and/or future modifications to these terms and conditions ("Terms"). You agree and acknowledge that the access and use of the Services by You is voluntary and of Your own accord, and that the Terms shall be binding on you, for access and use of the Services, in India ("Territory"). Your access and use of the Services shall be subject to the applicable laws, rules and regulations in force in the Territory, and as may be amended from time to time ("Applicable Laws") Your act of accessing and using the Services, shall be deemed to be Your absolute agreement to these Terms and Privacy Policy (defined below) of Kupid Technologies Limited ("Kupid") as prescribed from time to time.

2. SERVICES

Services herein shall mean the payment services availed by You as an end user ("You/End User") through Sama-artha (Wallet) which is a semi-closed prepaid instrument, operated under the authorisation granted by RBI under Payment and Settlement System Act 2007, and shall be linked to Your registered mobile number after Your registration on Wallet. The payment services shall include money transfer services. For the purpose of availing the Services, You will be required to register Yourself upon providing certain information. Upon verification and successful registration, Your user account ("User Account") will get created in the form of a mobile wallet through which You will be able to avail the Services.

3. PRIVACY POLICY & DATA PROTECTION

Any personal information You supply to Kupid when using the Services will be used by Kupid in accordance with its privacy policy ("Privacy Policy") as available in the Website.

4. PROPRIETARY RIGHTS AND LICENCE

4.1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Website and Services, any name, mark or logo related to Kupid and/or the Services are owned either directly by Kupid or Kupid's licensors. You should not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of these marks and logos. You agree and acknowledge that the access and use of the Services and Website shall not be construed to confer on You any rights of any nature including rights in any form of intellectual property contained in the Services and/or Website or related to Kupid. If in the course of accessing and using the Services and Website, You even unintentionally infringe the rights including rights in any form of intellectual property of Kupid or Kupid's licensors in the Services, You shall immediately cease and desist any such use.

- **4.2.** You agree and confirm that You shall not at any time reveal or make public any and all proprietary and/or confidential information relating to Kupid, its business, the Services, that You may gain access to during the course of accessing and using the Services. Except as expressly authorized by Kupid, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the content comprised in the Website or Services, in whole or in part.

- **5. CONDITIONS OF USE**

- **5.1** The Website and the Services are not available to persons under the age of 18 or to anyone previously suspended or removed from the Services by Kupid. By accepting these Terms and/or by using the Website/Services, you represent that You are at least of the age of 18 years.
- **5.2** The Website and the Services here under are currently made available to You for Your personal and non-commercial use. Kupid reserves the right to amend or withdraw the Website and the Services, provided to You in accordance with these Terms, at any time and for any reason.
- **5.3** You acknowledge that the terms of agreement with Your respective telecom or internet service provider will continue to apply when using the Services. As a result, you may be charged by the respective telecom or internet service provider for access to network connection services for the duration of the connection while accessing the Website and the Services or any such third-party charges as may arise. You accept responsibility for any such charges that arise, and shall not claim the same from Kupid or dispute the same.
- **5.4** If you are not the bill payer for the internet services provided by the telecom operator/internet service provider being used to access the Services, you will be assumed to have received permission from the bill payer for using the Services.
- **5.5** You are solely responsible for your use of the Services. Kupid does not create, monitor, examine or inspect the content delivered to You through the Services, if any. Such content may include links to third-party websites and content. The linked content is not under Kupid's control and Kupid is not responsible whatsoever for the content of any such linked content. The content does not represent or reflect any advice, views, opinions or beliefs of Kupid. Further, you are advised to lodge a complaint regarding any un-authorized transaction from your PPI wallet.
- **5.6** You must only use the Services and anything available via the Services for lawful purposes (complying with all Applicable Laws), in a responsible manner, and not in a way that might damage Kupid's name or reputation or that of any of Kupid's affiliates or service providers. You agree and acknowledge that the use of the information delivered to You through the Services is Your sole responsibility and that Kupid shall not at any time be held responsible for any unlawful usage of the information secured through the Services, by You.
- **5.7** You may find advertising or other content delivered with the use of Services that link to the sites and mobile applications and services of Kupid's partners, advertisers, sponsors, licensors and other third parties and service providers. Kupid does not control the content, advertisement or links that appear through the Services and are not responsible for the practices employed by those websites and mobile applications linked to or from the Services. In addition, these sites and mobile applications or services, including their content and links, may be constantly changing. These sites and mobile applications and services may have their own terms of use and customer service policies. Browsing and interaction on any other website, advertisements and mobile applications which have a link in the Services, is subject to that website's, advertisements and mobile applications own terms

and policies. You may find campaigns and offers organized by Kupid (on its own or along with Kupid's partners, Suppliers, advertisers, sponsors, licensors and other third parties and service providers), from time to time which may be made available to You in the course of Your access and use of Services. If You choose to participate in such campaigns and offers, You agree that Your participation shall be voluntary and at Your sole discretion. Further, You should read and understand fully the contents of such campaigns and offers and should be in agreement with them before Your participation. These campaigns and offers may have their own terms of use and customer service policies available on their respective websites and You agree to such terms of use and policies before You participate in any of them. Kupid shall not be liable for any costs, liabilities, expenses and damages to You or any third parties arising out of and in course of Your participation in such campaigns and offers and Your availing the benefits therefrom.

- **5.8** You will not, nor allow third parties on Your behalf to (i) make and distribute copies of the Website (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Website; or (iii) create derivative works of the Website of any kind whatsoever.
- **5.9** You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - (a) belongs to another person and to which You do not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
 - (j) shall not be false, inaccurate or misleading;

- **7. Modifications and Interruption to Service**

Kupid reserves the right to modify or discontinue the Service with or without notice to You. Kupid shall not be liable to You or any third party should Kupid exercise its right to modify or discontinue the Service. You acknowledge and accepts that Kupid does not guarantee continuous, uninterrupted or secure access to Website and operation of our Website may be interfered with or adversely affected by numerous factors or circumstances outside the control of Kupid.

- **8. Collection of End User Information**

You agree and acknowledge that Kupid may collect IP address and Website usage information from You . Kupid may use the above information, inter alia.

- to maintain, operate, provide and enhance our Website and Services; and
- to comply with legal requirements or process, or where necessary to prevent or investigate fraud, to protect the safety of an individual. Kupid may share Your personally identifiable information with suppliers, subcontractors, vendors and other businesses that we employ to perform functions on our behalf. For example, Kupid may employ third parties to send email campaigns or provide marketing assistance, or provide customer service. These entities have access to Your information only for the purposes of performing the functions for which we have engaged them. If such entities have access to Your personally identifiable information, their agreements with us require them to keep Your information confidential.

- **9. AVAILABILITY**

- 9.1 Kupid will use reasonable efforts to make the Services available at all times. However You acknowledge the Services are provided over networks of internet service providers and dependent on them , so the quality and availability of the Services may be affected by factors outside of Kupid’s reasonable control. In the event the Services are unavailable to You for any factors not attributable to Kupid and due to any reasons attributable to any third party service provider, Kupid shall not be responsible for the same in any event whatsoever.
- 9.2 You hereby agree and confirm that Kupid shall not be held liable for any unavailability or non-functionality of the Website or Services due to war, industrial action, flood, or act of God. You further agree and confirm that Kupid shall not be responsible for any disruption in the functionality of the Services and/or any unavailability in the Services, arising due to the internet service provider and/or any other third party, and/or any intermediary who may deliver the Services to You and that You shall not hold Kupid liable for any of the same.

- **10. SYSTEM REQUIREMENTS**

- 10.1 In order to access and use the Services, You are required to have a mobile, computer or laptop or any compatible device with internet connectivity.
- 10.2 It is Your responsibility to ensure Your device meets all the necessary technical specifications to enable You to access and use the Services.
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- **11. TERMINATION**

Notwithstanding any remedies that may be available under any Applicable Law, Kupid may temporarily or permanently deny, limit, suspend, or terminate the Services provided to You,

if Kupid believes that: (a) You have abused Your rights to use the Services; or (b) You are in breach of this Terms or Privacy Policy; or, (c) You have performed any act or omission that violates any Applicable Law, rules, or regulations; or, (d) You have performed any act or omission which is harmful or likely to be harmful to Kupid, or any other third party, including other users or suppliers of Kupid or the service providers; or, (e) You made use of the Services to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act; or, (f) You made any confidential and/or proprietary information pertaining to the Kupid and/or the Services public without the prior written consent of Kupid. You agree that notwithstanding the termination, Kupid will continue to be entitled to use the information supplied by You or collected from You during the use and access of the Services by You.

- ### **LIMITATION OF LIABILITY**

KUPID, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES WILL NOT BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE AND LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA AND WORK STOPPAGE), COSTS, EXPENSES AND PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH THE USE OR THE INABILITY TO ACCESS AND USE THE WEBSITE OR THE SERVICES, OR FROM ANY FAILURE, ERROR, OR DOWNTIME IN THE FUNCTION OF THE SERVICES, OR FROM ANY FAULT OR ERROR MADE BY KUPID'S STAFF, OR FROM YOUR RELIANCE ON CONTENT DELIVERED THROUGH THE SERVICES, OR FROM ANY COMMUNICATION WITH KUPID OR FROM ANY DENIAL OR CANCELLATION OF REQUEST FOR INFORMATION THROUGH THE SERVICES, OR FROM RETENTION, DELETION, DISCLOSURE OR ANY OTHER USE OR LOSS OF CONTENT THROUGH THE SERVICES, REGARDLESS OF WHETHER KUPID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Customer liability arising out of an unauthorized electronic payment transaction will be limited to:

Particulars	Maximum liability of Customer (PPI holder) (₹)
In case of contributory fraud/ negligence/ deficiency on the part of the Company (irrespective of whether or not the transaction is reported by the PPI holder).	Zero liability

Third party breach where the deficiency lies neither with the Company nor with the customer but lies elsewhere in the system, and the customer notifies the Company regarding the unauthorised payment transaction. The per transaction customer liability in such cases will depend on the number of days lapsed between the receipt of transaction communication by the customer from the Company and the reporting of unauthorised transaction by the customer to the Company -	
i. Within three days*	Zero Liability
ii. Within four to seven days*	Transaction value or Rs. 10,000 per transaction, whichever is lower.
iii. Beyond seven days*	Transaction Value
In cases where the loss is due to negligence by a PPI Holder, such as where he has shared the payment/login credentials, the Customer will bear the entire loss until he/she reports the unauthorized transaction to the Company. Note: Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Company.	Actual Transaction value

• **13. DISCLAIMER OF WARRANTIES**

- **13.1** EXCEPT AS EXPRESSLY SET FORTH IN THIS TERMS, KUPID EXPRESSLY DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE USE OF THE WEBSITE/SERVICES OR ANY CONTENT OR INFORMATION DELIVERED OR SENT THROUGH THE SERVICES TO YOU. THE SERVICES ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED GUARANTEE OR ASSURANCE OF QUALITY, RELIABILITY OF THE INFORMATION DELIVERED THROUGH THE SERVICES. KUPID DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SERVICES. KUPID DOES NOT WARRANT OR GUARANTEE THAT THE USE OF THE SERVICES WILL NOT CAUSE ANY DAMAGES TO YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE OR TO ANY OTHER SERVICES PROVIDED TO YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE OR WEBSITE AND CONTENT THAT RESIDE ON YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE. YOU AGREE AND ACKNOWLEDGE THAT THE USE, AND ACCESS OF THE SERVICES IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.
- **13.2** KUPID DOES NOT WARRANT OR GUARANTEE THAT THE WEBSITE AND SERVICES WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, OR THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR FREE FROM ERRORS OR THAT THE SERVICES WILL BE IMMUNE FROM UNAUTHORIZED ACCESS.
- **13.3** KUPID DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT YOU WILL FIND THE SERVICES SUITABLE FOR YOUR NEEDS. KUPID DOES NOT WARRANT OR GUARANTEE THAT THE INFORMATION YOU

RECEIVE TO YOUR MOBILE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICES WILL BE FREE FROM TECHNICAL INACCURACIES.

- **13.4** KUPID CANNOT AND DOES NOT GUARANTEE THAT THE WEBSITE AND/OR SERVICES WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE SYSTEM.
- **13.5** KUPID WILL BE ENTITLED TO USE, SUBJECT TO THE PRIVACY POLICY AS DEFINED ABOVE, ANY INFORMATION SUPPLIED BY YOU DURING THE COURSE OF ACCESSING AND USING THE SERVICES.

- **14. INDEMNIFICATION**

You agree to indemnify and hold Kupid, the licensors, business partners of Kupid or the service providers and their respective officers, directors, shareholders, employees, sub-contractors, agents, parent companies, sister companies, subsidiaries and other affiliates, indemnified and harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Website or Services, any unauthorised use of the Website/Services by You, Your violation of these Terms, or Your violation of any rights including rights in any form of intellectual property of any third party and/or any violation of applicable law by You.

- **15. AMENDMENTS TO THE TERMS**

Kupid may amend and modify this Terms from time to time, including any and all documents and policies incorporated thereto without any prior notice to You. You agree to be bound by any of the changes made in the Terms, including changes to any and all documents and policies incorporated thereto. Continuing to access and use the Services will indicate Your acceptance of the amended Terms. If You do not agree with any of the amended Terms, then You must avoid any further use and access of the Services. Kupid advises You to periodically read these Terms, as it may change from time to time.

- **16. ENTIRE AGREEMENT**

The "Terms" including the Privacy Policy constitutes the entire agreement between You and Kupid and governs Your access and use of the Services, superseding any prior agreements between You and Kupid with respect to the Website and Services