

## Terms and Conditions

The following are the TOS or terms and conditions for use of LivQuik Technology (India) Private Limited (LivQuik's) Service. Please read them carefully.

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the LivQuik's Service constitutes your agreement to all such terms, conditions, and notices.

### Definition

LivQuik is a company incorporated under the Indian Companies Act 1956 having its registered office at Unit No. 206, B-Wing, Supreme Business Park, Powai, Mumbai 400076, and includes its successors and assigns. LivQuik owns and manages the websites [www.livquik.com](http://www.livquik.com) and related domains.

LivQuik's Service (or 'the Service') refers to service offered to users viz. i) Payment Aggregator services to Merchants; ii) Payment Aggregator services to Payment methods;

[livquik.com](http://livquik.com) (or 'livquik') refers to the web sites through which LivQuik is offering the service through the Internet.

Member(s) refers to the eligible customer(s) of the LivQuik Service as authorised by LivQuik.

### Terms and conditions

#### Acceptance of terms

Welcome to LivQuik. LivQuik provides its service to you, subject to the following Terms of Service, which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time on this page. In addition, when using particular LivQuik services, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Unless otherwise specified by LivQuik all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the website [www.livquik.com](http://www.livquik.com). By continuing to access or use the LivQuik service, you will be deemed to have agreed to accept and be bound by such altered, added to or deleted TOS. If you do not agree to the alterations, additions or deletions, you should discontinue accessing or using the LivQuik service (other than those which have already been availed of by you prior to such alterations, additions or deletions).

#### Eligible customers

In order to access and use the Service you must be an individual of at least 18 years of age who can enter into legally binding contracts under applicable law or a corporation, trust, association of persons or firm which can enter into legally binding contracts under applicable law. In case of a corporation, trust, association of persons or a firm, you must be authorised to agree to the TOS and to access, use and avail of the LivQuik service. If you do not qualify, please do not access or use the LivQuik service.

If you are not a Resident Indian, you may access, use and avail of the LivQuik service only to the extent that the laws of India and those of your country permit you to do so. Further, your use of the and service is based on the understanding and agreement that by accessing and using the website and service, you may be violating the local laws in India and/or your country. You agree that you will be solely and absolutely liable for any liability incurred by you in this regard and you will indemnify LivQuik against any liability incurred by LivQuik in this regard.

#### Member conduct

As a condition of your use of the service, you warrant to LivQuik that you will not use the service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions.

You are solely responsible for understanding and complying with all applicable laws of your specific jurisdiction, including but not limited to the provisions of the RBI Guidelines on Regulation of Payment Aggregators and Payment Gateways, Payment and Settlement Systems Act, 2007, Prevention of Money Laundering Act, 2002, RBI Master Direction - Know Your Customer (KYC), Information Technology Act, 2000 and the corresponding rules etc., that may be applicable to you in connection with use of our Service.

LivQuik has no obligation to monitor the Service or any member's use thereof or retain the content of any member session. However, LivQuik reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources ('Linked Sites'). As LivQuik has no control over such sites and resources, you acknowledge and agree that LivQuik is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available or transmitted from such sites or resources. Your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such suppliers. You acknowledge and agree that LivQuik shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. The links have been provided to you only as a convenience and the inclusion of any link does not imply any association of LivQuik with the operators of such sites or resources.

## Disclaimers

### YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your use of the service is at your sole risk. The service is provided on an 'as is' and 'as available' basis. LivQuik and/or its respective suppliers expressly disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, sequence, quality, performance, merchantability, fitness for any particular purpose, non-infringement or completeness. Specifically, LivQuik disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, 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 TOS.
2. LivQuik does not warrant or makes any representations regarding the use or the results of the Service in terms of its compatibility, correctness, accuracy, reliability or otherwise. You assume total responsibility and risk for your access and use of the Service.
3. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. No advice or information, whether oral or written, obtained by you from LivQuik or through or from the service shall create any warranty not expressly stated in the TOS.
5. Although LivQuik adopts security measures it considers appropriate for the offer of this Service, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access to the Service or any Member Accounts. LivQuik shall not be responsible or liable if any unauthorised person hacks into or gains access to the Service or to your accounts; and you shall be liable and responsible for the same.
6. This disclaimer of liability applies also to any injury or damage caused by any failure of performance, delay in processing or transmission, error, omission, interruption, deletion, defect, computer virus, communication line failure, unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action.
7. LivQuik shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received, or not sent or not received, or any transactions entered into through the service. You specifically agree that LivQuik is not responsible for any content, data, information sent using and/or included in the Service by any third party.

### Limitation of liability

You expressly understand and agree that LivQuik shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or performance of the service or the inability to use or non performance of the service; (ii) the provision of or failure to provide services (iii) the cost of procurement of substitute goods and services resulting from

any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of any third party on the service; or (vi) any other matter relating to the service; whether based on contract, tort, negligence, strict liability or otherwise, even if LivQuik has been advised of the possibility of damages.

To the extent possible, the disclaimers, limitations on liability and indemnities available to LivQuik under the TOS shall extend, mutatis mutandis, to the affiliates and partners of LivQuik and their respective directors, officers, employees, agents, successors, assigns, involved in providing, delivering or managing the Service (or any part thereof). However this clause shall not protect the aforesaid affiliates/partners or extend to their obligations and liability to LivQuik or LivQuik's claims against them.

If you are dissatisfied with any portion of the service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the service and its related web sites.

#### Indemnification

You agree to indemnify and hold LivQuik, its parents, subsidiaries, affiliates, officers, agents, co branders or other partners and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

#### Confidentiality

The User shall keep Confidential Information in confidence. You agree not to disclose or attempt to use or personally benefit from any non- public information that you may learn on the website or through the services.

#### LivQuik proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ('Software') contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any unauthorized commercial use of the Service or the resale of its services or the copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited and may result in severe civil and criminal penalties.

You further acknowledge that you will not (nor will you allow any third party to) copy, modify, de-compile, translate, create a derivative work of, reverse engineer, reverse assemble the Software or otherwise attempt to discover any source code, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by LivQuik for use in accessing the Service.

#### Modifications to terms of service, member policies

LivQuik reserves the right at any time and from time to time, at its sole discretion, to modify or discontinue, temporarily or permanently, in part or in whole, the Service, TOS or policies regarding the use of the service with or without notice. You agree that LivQuik shall not be liable to you or to any third

party for any modification, suspension or discontinuance of the Service. Your continued use of the Service shall be deemed as an unconditional acceptance of these changes.

#### No waiver

The failure, delay or omission of LivQuik to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within three (3) months after such claim or cause of action arose or be forever barred.

#### Non-transferability

You agree that the Service provided to you is not transferable under any circumstance and shall be used only by you. You further acknowledge, agree and confirm that LivQuik shall have the right to transfer, assign or sell all its rights under this TOS, and that the Mandate given by you in favour of LivQuik shall continue to be in force and enure for the benefit of the successors and assigns of LivQuik.

#### Severability

If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

#### Notices, transaction records and electronic disclosures

Notices to you may be made via either email or by delivery by hand or regular mail to the address provided by you. The Service may also provide notices of changes, to either the TOS or other matters, by way of publication in newspapers or by displaying notices or links to notices on the Service. All such notices will have the same effect as a notice served individually to you. Notices and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex, through internet or facsimile (fax).

LivQuik may be required to provide to you certain disclosures and notices, which are mandated by various laws and rules and transaction related notifications such as receipt of bill details, payment advices, payment return advices etc. You acknowledge and agree to receive all such disclosures and notifications electronically, which, in most cases, will be done through the Internet. If, for any reason, you do not wish to receive the disclosures electronically, you must advise LivQuik immediately. In such an event, LivQuik reserves the right to discontinue/terminate the provision of the Service to you, in whole or in part.

You acknowledge that LivQuik shall have no liability or obligation to keep a record of the transactions carried through the LivQuik service and/or to provide information to you or for verifying your Payment Instructions, other than records required to be kept or information required to be provided statutorily by LivQuik.

You agree that you must evaluate, and bear all risks associated with, the use of any content/data, including any reliance on the accuracy, completeness, or usefulness of such content/data.

#### Governing law

The Laws of India shall govern the validity, construction and enforceability of this Agreement in all respects. You and LivQuik agree to submit to the personal and exclusive jurisdiction of the courts located within Mumbai, India, to the exclusion of all other Courts, as regards any claims or matters arising under these terms and conditions. LivQuik 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 a Member in a country other than India accesses the Service does not imply that the laws of that country govern these terms and conditions or the operations in the accounts of the Member or the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

#### General information

- The section titles in this agreement are for only for convenience and do not affect the meaning of the relative clause.
- LivQuik may sub-contract and employ agents to carry out any of its obligations under this contract. LivQuik may transfer or assign its rights and obligations under this contract to any other entity.
- The Service would operate during timings specified by the LivQuik. Any Payment Instruction(s) received after the specified time on any day shall be deemed to have been received on the next Business Day.
- The Service is governed by the guidelines issued by the RBI from time to time.
- A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### Language, copyright and trademarks

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

**COPYRIGHT AND TRADEMARK NOTICES:** All contents of the Service are Copyright of LivQuik.

**TRADEMARKS.** LivQuik services referenced herein are either trademarks or registered trademarks of LivQuik. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

#### Violations

Please report any violations of the TOS to our Grievance Officer. Contact details are as under:

Nodal Officer

LivQuik Technology (India) Private Limited

Regd. Office: Unit No. 206, B-Wing, Supreme Business Park,

Powai, Mumbai 400076

Email: [nodalofficer@livquik.com](mailto:nodalofficer@livquik.com)