



Document Name: SajiloPay- Terms of Service

Version: 1.0000

Document Code: SP-PUBLIC0001

Effective Date: July 2021

Owner: SajiloPay Payment Services Private Limited

Greetings and Welcome to SajiloPay

These Terms of Service (individually and together with any prescribed Guidelines, "**Terms**" or "**Agreement**") are between SajiloPay Payment Services Pvt. Ltd. ("SajiloPay," "**we**," "**our**," "**us**") and you ("**you**," "**your**," "**yours**"), and govern your (and any person or entity you enable/allow access through your access) access and use of SajiloPay's Platform or mobile applications that have been made available on the SajiloPay Platform or for download (each, an "**App**," and together, the **Apps**) any related websites or other online properties together with the Apps, the "**Service**".

Section A: Preliminary

1 Introduction

- 1.1 SajiloPay is a Payment Service Provider licensed by Nepal Rastra Bank and duly incorporated under the laws of Nepal.
- 1.2 SajiloPay allows you a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the SajiloPay Platform and/or avail the SajiloPay Services as long as you accept and comply with the Terms of Service.
- 1.3 If you are a Registered Merchant using SajiloPay Services, you grant SajiloPay the right to use and depict your business name, trademarks and logos on our SajiloPay Platform and in SajiloPay's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating user transactions with you.
- 1.4 In order to browse, use and/or access the SajiloPay Platform and/or the Services you are required to agree to, comply with and be bound by the Terms of Service. You will be deemed to have accepted these Terms of Service by browsing, viewing, accessing and/or using the SajiloPay Platform and/or the Services offered on the SajiloPay Platform.
- 1.5 By clicking on "**Sign Up**" or "**Log In**" or "**Register**", it will be believed that you have read and understood the Terms of Service and thereby agree to accept and abide by them. If at any time you do not accept or agree with any of the Terms of Service or do not wish to be bound by the Terms of Service, you shall not continue to browse, use and/or access SajiloPay

Platform and/or services and immediately terminate your availing the SajiloPay Service.

- 1.6 You agree to keep the information in your SajiloPay Platform current as per Know Your Customer (KYC) norms of Nepal Rastra Bank. You must promptly update your information in SajiloPay Platform with any changes affecting you.

2 Definition

Terms	Definition
User	A person or organization who applies to or registers to use or have been using the service of SajiloPay. The word "You" or "Customer" has been used in some places having the same meaning as User. This also includes registered merchants.
Load	Transfer/deposit of money in SajiloPay wallet from financial institutions and over-the-counter channels via SajiloPay Platform.
Notice	Any information (whether written, verbal or any other means) issued/communicated by SajiloPay to the users, customers or the merchants from time to time.
Products	Any merchandise goods or services that are listed for sale for customers.
Registration	Registration of information (personal/ non-personal) of user as per registration procedure of SajiloPay.
Registered Merchant	Any entity or organization having separate legal existence and identity which is registered as per Companies Act or similar legislation of Nepal, selling products or rendering services that are not prohibited under any applicable law of Nepal and willing to accept payments for sales through SajiloPay after undergoing merchant registration process as specified.

SajiloPay	SajiloPay Payment Services Private Limited is a Payment Service Provider (PSP) licensed by Nepal Rastra Bank offering integrated digital payment solution for instant payments.
SajiloPay Account	Digital Wallet Account maintained at SajiloPay by its registered user.
SajiloPay ID	Mobile phone number/E-mail address which is used during registration.
Mobile Application	Application developed by SajiloPay for mobile devices.
SajiloPay Services	Any services displayed or offered on or through the SajiloPay Platform.
SajiloPay Platform	SajiloPay mobile application, website (www.sajilopay.com.np) and its other authorized applications that can be used to access the services provided by SajiloPay.
Terms of Service	Terms of Service detailed on this page and all other Terms of Services contained elsewhere on the SajiloPay Platform from time to time.

Section B: User Guidance

1 User Qualification

1.1 SajiloPay Services are not available to person restricted under Nepalese Laws or to anyone previously suspended or removed by SajiloPay from availing SajiloPay Services or accessing SajiloPay Platform. By accepting these Terms of Service or by otherwise using the SajiloPay Services on the SajiloPay Platform, you represent that you are of an age as required under Nepalese Laws and have not been previously suspended or removed by SajiloPay or disqualified for any other reason from availing the SajiloPay Services or using the SajiloPay Platform. You also represent and warrant that

you have the right, authority and capacity to enter into this Agreement and to abide by all the Terms of Service as an integral part of this Agreement.

- 1.2 You undertake not to impersonate any person or entity or falsely state or otherwise misrepresent/ mislead identity, age or affiliation with any person or entity.

2 User Registration

- 2.1 You need to provide personal information (name as per citizenship certificate, age, mobile number, email id, password and other valid legal documents and details) required to comply with KYC norms issued by Nepal Rastra Bank from time to time when you sign up and further. You agree to provide true, accurate, updated and complete information when registering at the SajiloPay Platform.
- 2.2 In case you need to update any changes, you need to send an email at support@sajilopay.com.np.
- 2.3 Upon successful registration/sign up, you will receive a password/ identification number from which SajiloPay Platform may be accessed.
- 2.4 Any loss arising out from unauthorized use of the Customer ID and the Customer Password shall be at the risk and consequence of the Registered User or the Registered Merchant. SajiloPay will not be obliged and shall not be held responsible in any and all such cases of unauthorized transactions arising from negligence of the Registered User or the Registered Merchant.
- 2.5 In case of loss of password and/or identification number or you want to reset them, you may click into "Forgot Password" or "Reset Password". SajiloPay will apply reasonable verification procedures to ascertain the identity of the registered user and may send an email/OTP as one of the verification process.
- 2.6 Notwithstanding anything stated elsewhere in the Terms of Service, SajiloPay shall be entitled in its sole discretion to seek additional written/verbal confirmation of any instruction, transaction or activity as SajiloPay may deem necessary.

3 Prohibited use of the Site, Services and/or Contents

- 3.1 You specifically agree not to access/use (or attempt to access/use) any part of SajiloPay Platform and/or Services through any form of automated means (including use of scripts or web crawlers) and shall ensure that you

comply with, in addition to these Terms of Service, instructions set out in relation to the access/use of any part of the SajiloPay Platform and/or Services.

- 3.2 You agree that you will not engage in any form of activity that interferes with or disrupts any part of the SajiloPay Platform and/or Services (or the servers and networks which are connected to the SajiloPay Platform and/or Services). You are responsible for any misuse of the SajiloPay Platform and/or Services even if it is by another person or entity using your access to the SajiloPay Platform and/or Services.
- 3.3 You agree that you will not reproduce, duplicate, copy, sell, trade or resell any part of the SajiloPay Platform and/or Services for any purpose.
- 3.4 You and your access/use of the SajiloPay Platform and/or Services through any medium, whether owned or otherwise, are not allowed to:
 - 3.4.1 Provide any false/ misleading information in SajiloPay.
 - 3.4.2 Maintain more than one personal account with SajiloPay.
 - 3.4.3 Misuse information and services received from SajiloPay.
 - 3.4.4 Hold balance in excess of permitted threshold. You may refer to "Transaction Limit" in SajiloPay Platform to know more about the permitted threshold. SajiloPay may block and/or report such ID to the concerned body/authority if so required under the regulations or circumstances.
 - 3.4.5 Use SajiloPay Platform and its services for fraudulent purposes.
 - 3.4.6 Decompile or reverse engineer or attempt to decompile or reverse engineer the working modality of the SajiloPay Platform and/or Services, disassemble or otherwise attempt to discover the source code as regards SajiloPay Platform and/or Services or any part thereof, except expressly permissible by relevant laws of Nepal.
 - 3.4.7 Interfere the operation of SajiloPay Platform or services by any means with mala fide or any other intentions.
 - 3.4.8 Modify, copy, distribute, transmit, display, perform, publish, license, create derivative works, transfer or sell any information, designs, logos, trademarks, software, services obtained on or through SajiloPay Platform, except as permitted by SajiloPay.
 - 3.4.9 Include or create links (including deep-links) to or from the SajiloPay Platform and/or Services.

- 3.4.10 Introduce any information or software containing a virus, Trojan horse, worm or other harmful components in SajiloPay Platform and/ or Services.
- 3.4.11 Restrict or prevent any person from accessing, using and enjoying the SajiloPay Services.
- 3.4.12 Publish any advertisements, solicitations, chain letters, mail bombs, schemes, investment opportunities or other unsolicited commercial communication or engage in spamming or flooding.
- 3.4.13 Upload, post, publish, reproduce, transmit or distribute in any way, any component of the SajiloPay Platform itself or derivative works with respect thereto, except as permitted by SajiloPay or the copyright owner or other right holders thereof, the SajiloPay Platform being copyrighted under the prevailing law of Nepal.
- 3.4.14 Hack or attempt to hack into the SajiloPay Platform or otherwise attempt to subvert any firewall or other security measures of the SajiloPay Platform and if you become aware of any shortcoming in the security on the SajiloPay Platform you shall inform SajiloPay by fastest means.
- 3.4.15 Send, receive or transact on SajiloPay for the exchange of goods and services that are prohibited, restricted or otherwise deemed illegal according to prevailing Laws of Nepal.
- 3.4.16 Use the SajiloPay Platform Services for storing, reproducing, transmitting, communicating or receiving any Offending Material.
- 3.4.17 Not allowed to sell goods and services that are not stated in merchant agreements.
- 3.4.18 Use the SajiloPay Platform and/or Services to send emails and other content coached, phrased or written in such a manner as to give an impression that the email is correspondence from SajiloPay.
- 3.5 The information provided by the SajiloPay must not be construed as an advice or an offer; the decision to use the SajiloPay Service entirely depends on your discretion.

4 Verification Authenticity

You are responsible to verify the authenticity of the recipient(s) and the nature of the transaction(s) before doing any transaction. You are also responsible to verify the accuracy and to be careful about entering 'Receiver

Account Number', 'Merchant Account Number', 'Agent Account Number', 'Amount', 'Security Code', and other information relating to your SajiloPay Account transactions. You must never share your 'PIN', "Security Code" or any other information of a secure nature with anyone. No one from SajiloPay will ask you for your "PIN", "Security Code" or any other information of a secure nature. SajiloPay provides a secure transaction Platform only and will not be liable in any way for any human error, misrepresentation or fraudulent activity arising from use of the SajiloPay Platform and/or Services.

Section C: Independency

1 No Agency Relation

Access to SajiloPay Platform and/or Services and agreement with the "Terms of Service" do not create an agency, partnership, joint-venture or employer-employee relationship between user, merchants and SajiloPay except where otherwise specifically agreed or appointed.

Section D: Notice, Alert, Updates and Marketing

1 Notice and Alerts

- 1.1 SajiloPay may publish notices of general nature, which are applicable to all Users, Registered Users or Merchants in a newspaper circulating in Nepal or on SajiloPay Platform. In addition to it, SajiloPay continuously attempt to provide alerts via SMS/e-mail/push notifications and it shall be deemed that you shall have received the information sent from SajiloPay as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the SajiloPay Platform or availing any SajiloPay Services. SajiloPay shall be deemed to have duly communicated and delivered any communication or document to you if such communication or document is sent as mentioned above. SajiloPay shall not be under any obligation to confirm the authenticity of the person(s) receiving the SMS/e-mail/push notification/ phone number. You cannot hold SajiloPay liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.
- 1.2 SajiloPay shall also be entitled to act on the basis of any instructions received by SajiloPay from you by e-mail or other means as registered with

us. SajiloPay shall also be entitled (but not bound) to act upon fax instructions.

- 1.3 The SMS/e-mail alert/push notification service provided by SajiloPay is an additional facility provided for your convenience and it may be susceptible to error, omission and/or inaccuracy. In the event that you observe any error in the information provided in the alert, you shall inform SajiloPay immediately about the same by best possible efforts to rectify the error. You shall not hold SajiloPay liable for any loss, damage, claim, expense including legal cost that may be incurred/suffered by you on account of the SMS/e-mail alert/push notification facility.
- 1.4 The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depends on many factors including the infrastructure and connectivity of the service provider. SajiloPay shall not be held responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 1.5 You agree that SajiloPay and its affiliates may contact you at the number registered by you using autodialed or prerecorded message calls or text messages to:
 - i service your SajiloPay accounts,
 - ii investigate or prevent fraud or
 - iii collect outstanding debt.

2 Updates

- 2.1 SajiloPay Platform may introduce and install upgrades, updates and additional features in order to improve, enhance and further develop the software. You are required to install the updates whenever available at play store, app store and such other platforms to avail revised and updated services.
- 2.2 SajiloPay reserves the right to replace or amend the features, facilities and charges, and the information and materials pertaining to such features, facilities and charges, in relation to the SajiloPay Platform and/or Services at any time. All SajiloPay Products and Services offered are subject to the standard Terms of Service for SajiloPay Products and Services.

Section E: Charges, Bank Transfer Reconciliation and Tax

1 Charges and Discount

- 1.1 SajiloPay will clearly disclose the fees and charges in SajiloPay Platform before you conclude any transaction in the Platform. SajiloPay may revise the Fees and Charges at any time. These Fees and Charges shall be effective from the time they are posted on the SajiloPay Platform or over the SajiloPay Business Partner's channel through which you are availing the SajiloPay Service. SajiloPay may also offer various discount, cash back, lucky draw or similar other offers from time to time subject to the Terms of Service to be published at the time of announcement of such offers.
- 1.2 SajiloPay and/or its business partner/ associates reserve the right to charge and recover from the User fees for Service relating to transferring the Money from SajiloPay Account to a destination account. These charges shall be effective from the time they are posted on to the SajiloPay Platform or over the SajiloPay Business Partner's channel through which you are availing such service.
- 1.3 SajiloPay makes the user aware about the risk associated with the amount of transfer not reaching to the designated destination account in the event of any mismatch in the details asked during such process.
- 1.4 In the event that user stop or seek a reversal of the Bank Transfer transactions as may have been entered and completed, SajiloPay shall be entitled to charge and recover from the user and user shall be liable to pay such charges as may be declared by SajiloPay. These charges shall be charged on the user's designated SajiloPay Account or in any other manner as may be decided by SajiloPay.
- 1.5 SajiloPay, being a payment service provider, is not obliged to issue any invoice(s) for any bill payments. The relevant merchant shall be contacted for the same.
- 1.6 SajiloPay assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:
 - i If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s).
 - ii If your bank refuses or delays honoring the Payment Instruction(s).

- iii If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid or delayed.
- iv If the funds available in the Payment Account are under any encumbrance or charge.
- v Situations out of control of SajiloPay (including but not limited to fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force).

2 Refund and Cancellation

Refund will be processed if users provide appropriate and sufficient evidence and information along with an application. SajiloPay reserves the right to reject the application with/without explanation on case to case basis. Additionally, SajiloPay shall not be held liable to pay the refunds as assured by merchant at the time of booking of any goods or services where the merchant closes its operation or declares itself as insolvent or has been declared as insolvent in any legal proceedings.

3 Reconciliation and Rectification

SajiloPay Platform contains details of charges, charge history and other activity after your log in to your Platform. Except as required by Law, you are solely responsible for reconciling the information in the Platform generated by your use of SajiloPay Services and for identifying any errors. You agree to review your statement and records and immediately notify us of any errors. We will investigate any reported errors and attempt to rectify them by crediting or debiting the account identified at the earliest.

4 Tax Obligation

- 4.1 SajiloPay users and merchants are solely responsible for all taxes, tariffs and duties that may be incurred as a result of enrolling into SajiloPay service. SajiloPay will only collect taxes, tariffs and duties on transactions to the extent explicitly required by law. It is your responsibility to be aware and properly address any taxes, tariffs and duties to which customer may be subject by any local, state and/ or federal Governments.
- 4.2 SajiloPay does not represent to provide advice or recommendations about your specific taxes, tariffs and duties and any statements made by us are

only for the purpose of raising issues for you to discuss with your tax or other professional.

Section F: Cessation of Account, Termination and No Waiver

1 Dormant

In the event of demise of user, the title in property held in user's wallet shall be transferred to the account of legal heir(s), as defined by Nepalese Law. However, claim has to be submitted within the time limit as prescribed by the Government for claiming such transfer or one month from the date of demise whichever is later. SajiloPay process the request based on submission of necessary documents evidencing such legal relationship. In case the claim is not made within the period as described above, the amount shall be transferred to the Separate Fund created by SajiloPay and utilization of the fund shall be as per the guidelines provided by the concerned regulatory body. Similarly if you leave any funds dormant in a SajiloPay account and you do not give us instructions where to send them for a period of 5 years, it shall also be transferred to the Separate fund as explained above.

5 Account Closure

User or merchant shall email SajiloPay and follow prescribed procedures for closure of their account and withdraw any balance from SajiloPay account prior closing it. In certain cases, you cannot close your SajiloPay account. The conditions for such cases may be as following or as advised by the regulatory body:

- i Suspicious transaction,
- ii Pending transaction,
- iii Blocked account,
- iv If so stated by Government agencies or authorized personnel from SajiloPay.

6 Termination

6.1 You acknowledge and agree that SajiloPay, with notice, may suspend or terminate your ID, password or account or deny you access to all or part of SajiloPay Platform or any services if you engage in any conduct or

activities that SajiloPay, in its sole discretion, believes not in line with Terms of Service, violate the rights of SajiloPay or is otherwise inappropriate for continued access. Further, if SajiloPay gets knowledge of the death of a user, bankruptcy or lack of legal capacity or of circumstances which has a material impact on the credit worthiness of user (which shall be determined at the sole discretion of SajiloPay) or for any other reason which SajiloPay thinks fit and proper. Such suspension or termination may be for the entire service or part thereof.

6.2 Apart from suspension and blocking of ID, SajiloPay has right to debit or credit the wallet if the situation requires it to do so. Such debit/credit of wallet may be with or without prior information to the concerned user. However, SajiloPay is obliged to produce relevant supporting documents of such action on demand of the user.

6.3 You acknowledge and agree that SajiloPay may in its sole discretion deny you access through SajiloPay Platform or to any materials stored on the Internet or to access third-party services, facilities, merchandise or information on the Internet through SajiloPay Platform and SajiloPay shall have no responsibility to notify you or third-party providers of facilities, services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

6.4 Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

6.5 Registered Users and Merchants may request for termination of this Facility at any time by giving written notice of at least thirty (30) days to SajiloPay. You will remain responsible for any transactions entered into by you and all obligations incurred by you until the time of such termination.

6.6 Upon termination for any reason, users agree to immediately stop using SajiloPay Platform and/or Services.

Section G: Property Right, Security, Governing Law and Disputes

1 Ownership, Property Right

1.1 All copyright, trademarks, patents, brand names, corporate names and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork,

designs, layout, look, appearance and other material or moving images) contained in or accessible via the Services ("Contents") is either owned by SajiloPay or has been licensed to SajiloPay by the rights' owner(s) for use as part of SajiloPay Platform and services. The SajiloPay name and logo are registered trademarks (approval pending) of SajiloPay. All trademarks reproduced herein, which are not the property of or licensed to SajiloPay are the property of their respective owners.

- 1.2 You are only allowed to access SajiloPay Platform and Services as set out in these Terms of Service. If you wish to access/use the Contents or any part thereof for any other purpose other than reviewing it on SajiloPay Platform then you will be required to obtain the prior written permission of the owner of the rights in that material. All rights are expressly reserved.
- 1.3 Having noted the above you shall not be entitled in respect of any Contents (wholly or partly):
 - i To reproduce, duplicate, copy, sell, trade or resell any part of the Contents for any purpose or
 - ii To pass any part of the Contents on to third parties or to allow third parties to access/use any part thereof for any purpose in any way unless and to the extent expressly permitted; or
 - iii To change, edit, modify, reformat or adapt any part of the Contents in anyway.
- 1.4 Any unauthorized access/use of SajiloPay Platform, Services and/or Contents may give rise to a claim for damages, penalty, losses, legal suit and/or amounts to an offence. Further, you will also be liable for all costs and consequences arising out of any claim, demand, penalty, proceeding or legal suit (civil or criminal) initiated as a result of your unauthorized access/use of SajiloPay Platform, Services and/or Contents.
- 1.5 The app and web content and features can only be used for 'personal and informational' purposes by SajiloPay user and merchants. Otherwise, any kind of reproduction without permission is strictly prohibited. SajiloPay do not grant any license or other authorization to the user or merchants of its trademark, service marks, or other copyrightable material or other intellectual property by placing them on SajiloPay Platform.

2 Confidentiality and Privacy

- 2.1 SajiloPay will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all data you receive through the Services and you may not disclose or distribute any such data and you will only use such data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and SajiloPay. You shall not disclose payment data to others except in connection with processing transactions requested by customers in consistent with applicable Laws.
- 2.2 Please refer to our privacy policy which explains how and for what purposes we collect, use, retain, disclose and safeguard the Personal and Non-Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

3 Data Security and Retention

- 3.1 SajiloPay makes reasonable efforts to provide a level of security appropriate to the risk associated with the processing of personal data. SajiloPay maintains organizational, technical and administrative measures designed to protect personal data covered by our Privacy Policy against unauthorized access, destruction, loss, alteration or misuse. Your Personal Data is only accessed by a limited number of personnel who need access to the information to perform their duties or as mentioned in our Privacy Policy. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (e.g., you feel that the security of your account has been compromised), please [contact us](#) immediately.
- 3.2 We retain your personal and non-personal data as long as we are providing the Services to you or our Users (as applicable). Even after we stop providing Services directly or indirectly to you, and even if you close your account or complete a transaction with a SajiloPay User, we keep your personal data in order to the extent to comply with our legal and regulatory obligations. We may also keep it to assist with our fraud monitoring, detection and prevention activities. We also keep personal data to comply with our tax, accounting, and financial reporting obligations, where we are required to

retain the data by our contractual commitments to our financial partners and where data retention is mandated by the payment methods you used.

4 Governing Law and Disputes

4.1 All transactions entered into on or through SajiloPay Platform and the relationship between you and SajiloPay shall be governed by and construed in accordance with Nepalese Laws.

4.2 You and SajiloPay agree that all claims, differences and disputes arising under or in connection with or pursuant to the SajiloPay Platform, the Terms of Service, any transactions entered into on or through the SajiloPay Platform or the relationship between you and SajiloPay shall be subject to the exclusive jurisdiction of the competent courts located in Kathmandu, Nepal and you hereby accept the jurisdiction of such courts. Provided that, notwithstanding what is stated above, if SajiloPay so thinks fit SajiloPay may institute proceedings against you in any other court or tribunal having jurisdiction.

4.3 SajiloPay accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of Nepal.

Section H: Indemnification

1 Indemnification

1.1 You irrevocably agree to indemnify SajiloPay and any of our third party service providers (hereinafter collectively referred to as the "Indemnified Parties") fully against and to hold the Indemnified Parties harmless on demand from all losses, damages, demands, claims, proceedings, suits, costs and expenses (including legal costs and expenses) and liabilities howsoever incurred by the Indemnified Parties as a result of any claims, demands, proceedings or suits by a third party resulting from your use/access of the SajiloPay Platform and its services and contents in breach or non-observance of these Terms of Service.

1.2 We shall notify you of any such claims, demands, proceedings or suits that we or any of the other Indemnified Parties receives and you hereby agree to provide us and/or any of the Indemnified Parties with full authority to defend or settle such claims, demands, proceedings or suits and shall provide us and/or any of the Indemnified Parties with all reasonable assistance

necessary to defend or settle such claims, demands, proceedings or suits at your sole cost and expense.

Section I: Miscellaneous

1 Force Majeure

If all or any service of SajiloPay is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, Trojan horse or other disruptive mechanisms, any event of hacking or illegal usage of the Platform, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any Government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of SajiloPay and could not have been prevented by reasonable precautions, then SajiloPay shall be excused and discharged from such performance to the extent of and during the period of such force majeure event and such non-performance shall, in no manner whatsoever, amount to a breach by SajiloPay of its obligations herein.

2 Loss of Device

You shall contact SajiloPay Support Department immediately of occurrence of such event in order to prevent your balance and services being misused through any means.

3 Translated Agreement

Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

4 Assumption of Rights

If SajiloPay pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that SajiloPay assumes your rights

against the recipient and third parties related to the payment and may pursue those rights directly or on your behalf, in SajiloPay's discretion.

5 Feedback

SajiloPay welcomes and highly appreciates users' comments and suggestions which help us learning about ways we can make SajiloPay more user friendly and address user needs better than before. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, SajiloPay doesn't waive any rights to use similar or related feedback previously known to SajiloPay or developed by its employees or obtained from sources other than you.

6 Others

6.1 The clause headings in the Terms of Service are only for convenience and do not affect the meaning of any provision and shall not be taken into account in interpreting or limiting the scope of the provisions of the Terms and the Conditions.

6.2 SajiloPay may sub-contract or employ agents to carry out its functions or services relating to the SajiloPay Platform or any of its obligations under the Terms of Service.

6.3 You must at your own cost provide for your own access to the World Wide Web; pay any service fees, telephone charges and online service usage associated with such access and provide all equipment necessary for you to make such connection to the World Wide Web, including a computer and modem.

6.4 In case of joint accounts, each account holder may not be authorized to act independently. For the joint accounts, you must be the first joint account holder and the Customer ID and the Customer Password may be issued only to you. The other joint account holders shall be deemed to have given his/her/their consent to such arrangement. All correspondence will be addressed to you as the first joint account holder only. All the Terms of Service and all transactions arising in the joint accounts from the use of any facility shall be binding on all the joint account holders, jointly and severally.

6.5 The content presented at the SajiloPay Platform may vary depending upon your browser limitations.

6.6 The conditions stated in these Terms of Service are in addition to the other Terms of Service stated elsewhere in the SajiloPay Platform. In particular and without prejudice to the above, these Terms of Service are in addition to the terms, conditions, procedures and agreements applicable in respect of each services which are stated at the appropriate places in respect of each service or in the agreements to be entered into between SajiloPay and you / the concerned parties in respect of each facility.

6.7 SajiloPay reserves the right to modify or replace these Terms of Service at any time. If a revision is material (the materiality will be defined by us), SajiloPay will try to provide at least 15 days prior notice (or a longer period of notice if this is required by applicable Law) to any new terms taking effect. By continuing to use our Service, you agree to be bound by the revised Terms of Service. If you do not agree to the new Terms of Service, please stop using the services immediately.

7 Disclaimer

7.1 Use of SajiloPay service is at your sole risk and discretion. The Service is provided on an "as is" and "as available" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

7.2 SajiloPay is not a bank and the SajiloPay Services are payment processing services rather than banking services. SajiloPay is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent to you and custodian to your funds. SajiloPay does not have control of nor liability for the products or services that are paid for with the SajiloPay Services. We do not guarantee the identity of any user or ensure that a buyer or a seller will complete a transaction.

7.3 Clicking on certain links within SajiloPay Platform and/or Services might take you to other websites. SajiloPay provides these links only as a convenience and links to external websites do not constitute an endorsement by us as such any transaction you may make with any third party flowing from such links is carried out entirely at your own risk and we accept no liability for any damages or losses that you may suffer as a result. These third party

websites have separate and independent terms and conditions and privacy policies for their access/ use.