

TERMS AND CONDITIONS

These terms of use govern your (hereinafter be referred to as “You”, “Your”, “User”, “Guest/s” as applicable) access and/or use of:

- a) www.bijlipay.co.in/ including any subdomains thereof (collectively, “Site”);
- b) all related widgets, tools, applications, data, software, APIs, our mobile, tablet and other smart device applications (collectively, “Application”);
- c) Services (as defined herein below);
- d) The Site and the Application together are hereinafter collectively referred to as the “Platform”.

provided by Skilworth Technologies Private Limited, a private limited company with its registered office at No. 20C/2A, Sarangapani Street T. Nagar, Chennai – 600017 and corporate office at Chaitanya Exotica, New No.51, 9th Floor Venkatanarayana Road, T. Nagar Chennai 600017 (“Company”, “Bijlipay”, “We”, “Us”, “Our” and terms of similar meaning).

This agreement applies as between You, the user of this Platform and Bijlipay, the owner of this Platform. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Platform. If you do not agree to be bound by these terms and conditions, you should stop using the Platform immediately.

Your access or use of the Platform, transaction on the Platform and use of Services (as defined herein below) hosted or managed remotely through the Platform, are governed by the following terms and conditions (hereinafter referred to as the “Terms”), including the applicable policies which are incorporated herein by way of reference.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS CONSTITUTE A BINDING, LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY. IN ORDER TO USE THE PLATFORM AND/OR AVAIL OF THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, YOU ARE NOT ENTITLED TO USE THE PLATFORM OR AVAIL THE SERVICES PROVIDED BY US.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following terms shall have the following meanings:

- 1.1.1. “Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Platform;
- 1.1.2. “Service(s)” means collectively any online facilities, tools, services or information that Bijlipay makes available through the Platform either now or in the future;
- 1.1.3. “Upgrades” means new versions of, and updates to, Platform whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of Platform.

1.2. We may, from time to time, release new features on the Platform, or introduce other Services. Any such additions/ amendments will be subject to these Terms as well as any additional terms and conditions that we may release for those specific Services or features.

2. ACCEPTANCE AND GOVERNANCE OF TERMS

- 2.1. You hereby expressly acknowledge and agree to be bound by these terms, policies and guidelines incorporated by reference in these Terms, including the Privacy Policy, as may be amended from time to time.
- 2.2. You represent and warrant that:
 - 2.2.1. You are at least 18 (Eighteen) years of age or in the event you are under 18 (Eighteen) years of age, you have been duly represented by your legal guardian;
 - 2.2.2. You have the lawful authority and capacity to contract and be bound by these Terms;
 - 2.2.3. If you are accepting these Terms on behalf of a company, limited liability partnership, trust or other legal entity, you have the authority to bind such entity to these Terms and, in such event, “You” and “Your” as used in these Terms shall refer to such entity; and
 - 2.2.4. You will comply with all applicable laws and regulations.
- 2.3. These Terms are subject to change at any time without notice. To make sure you are aware of any changes, please review these Terms periodically. Continued use of the Platform or Services after any such changes shall constitute your consent to such changes.
- 2.4. These Terms are published in compliance with, and is governed by the provisions of applicable Indian laws, including but limited to:
 - 2.4.1. the Indian Contract Act, 1872;
 - 2.4.2. the Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and
 - 2.4.3. The Information Technology (Intermediaries Guidelines) Rules, 2011.
- 2.5. You further agree and confirm that:
 - 2.5.1. You will use the Platform and the Service provided by Bijlipay, for lawful purposes only and comply with all applicable laws and regulations while using the Platform and availing the Services therein;
 - 2.5.2. You will provide authentic and true information in all instances where such information is requested of you. Bijlipay reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), it has the right in its sole discretion to reject the registration and debar you from using the Services and / or Platform without prior intimation;
 - 2.5.3. You authorise Bijlipay to contact you for providing any of the Services as requested by you, related to your Account.

3. USE OF THE SERVICE

- 3.1. In addition to these Terms, the User also agrees to be bound by the specific terms and conditions as may be applicable and as may be published at the time of signing up for the specific Services availed by the User.
- 3.2. Bijlipay may at its discretion run promotional offers on the Platform in respect of certain Services, subject to such terms and conditions as may be prescribed. All promotional offers shall be subject to the terms and conditions governing the same, as displayed on the Platform and/or communicated to you. The User hereby agrees and acknowledges that Bijlipay shall have the sole discretion to run promotional offers, modify the terms and conditions governing the same and discontinue the promotional offers with no prior intimation to the User, at its sole discretion. The

User shall have no right, claim or authority to dispute the continuance or discontinuance of promotional offers by Bijlipay.

4. ACCESS AND USE

4.1. Bijlipay grants you a limited, personal, non-exclusive, non-transferrable and non-sub licensable right to use the Platform and Services, solely for your own personal, non-commercial use, subject to the Terms. Your access and use of the Platform and Services is subject to the following representations and warranties:

- 4.1.1. You may only access the Platform or Services using authorized and lawful means;
- 4.1.2. We shall not be liable for any failure or default to provide access to the Platform on account of any failure or delay by you to register with the Platform for such access or due to any other reasons whatsoever;
- 4.1.3. Any configuration or set up of the Devices for access to the Platform and the Services shall be your sole responsibility. “**Device**” means a device, usually electronic, that processes data according to a set of instructions, which may include but not restricted to workstations, personal computers, laptops, netbooks, personal digital assistants, tablets, and smartphones;
- 4.1.4. We collect, store, process and use your information in accordance with Bijlipay Privacy Policy (“**Privacy Policy**”). By using the Platform and/ or by providing your Personal Information (as defined in the Privacy Policy), you consent to the collection and use of the information you disclose to us, in accordance with the Privacy Policy;
- 4.1.5. You will not take any action that interferes with, degrades or adversely affects Bijlipay and/or the Services and/or the Platform;
- 4.1.6. You will not use the Platform in a manner (i) that is prohibited by any law or regulation, or facilitates the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; (iii) violate or tamper with the security of the Platform;
- 4.1.7. You will not use the Platform, or any portion thereof, to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libellous, obscene, illegal or deceptive content or to sell or promote any products on the Platform;
- 4.1.8. You will ensure that the Platform is not used to upload, post, transmit, or otherwise make available any content that contains a virus or any other form of malicious code or data that is likely or intended to have an adverse impact on, or provide unauthorized access to, the Platform or any other software, hardware, services or data;
- 4.1.9. You shall not use any automated system, including but not limited to, “robots”, “spiders”, “offline readers”, “scrapers”, etc., to access the Platform;
- 4.1.10. You will not attempt to gain unauthorised access to any accounts, Service Professionals’ information, computer systems or networks connected to the Platform, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, through hacking, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available to you;

- 4.1.11. You will not use, misuse or misappropriate the Platform to develop, or to assist anyone in developing a competitive platform, service or for other competitive purposes;
- 4.1.12. You will not copy, distribute, or make derivative works of the Platform or any content in the Platform in any medium;
- 4.1.13. You shall not recruit, solicit, or contact in any form the professionals providing Services or Bijlipay's professionals for employment or contracting for a business not affiliated with Bijlipay;
- 4.1.14. You shall not intentionally submit on the Platform any incomplete, inaccurate or false information;
- 4.1.15. You shall be solely responsible for (i) procuring and maintaining your network connections and telecommunications links from your systems to Bijlipay data centres, and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and
- 4.1.16. You acknowledge that from time to time, Bijlipay may apply Upgrades to the Platform, and that such Upgrades may result in changes to the appearance and/or functionality of Platform. You may be required to install certain Upgrades or updates to the software in order to continue to access or use the Platform, or portions thereof.

5. FEEDBACK

- 5.1. As a visitor/User of the Platform, you agree to use careful, prudent, and good judgment when leaving feedback for other Users of the Platform. In the event the feedback violates these Terms, is inappropriate or violates propriety or privacy of another user, Bijlipay, in its sole discretion, may take any of the following actions: (i) delete your feedback or any of your postings; and/or (ii) report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Bijlipay's discretion, Bijlipay will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Platform.
- 5.2. **Reporting inappropriate use of feedback:** You may contact Bijlipay regarding any inappropriate use of feedback via-email to the Grievance Redressal Officer (*details of which are provided below*).
- 5.3. Bijlipay does not and cannot review every posting made on the Platform. These Terms do not require Bijlipay to monitor, police or remove any postings or other information submitted by you or any other user and Bijlipay shall not be responsible for any ensuing liability.

6. INTELLECTUAL PROPERTY

- 6.1. All Content included on the Platform, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software and any derivatives, improvements or modifications which ownership is directly attributable to Bijlipay or its licensors as the case maybe is the property of Bijlipay, its affiliates or other relevant third parties. By continuing to use the Platform you acknowledge that such material is protected by applicable Indian and International intellectual property and other relevant laws.

- 6.2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Platform unless otherwise indicated on the Platform or unless given express written permission to do so by Bijlipay.

7. INDEMNIFICATION

- 7.1. By accepting these Terms and using the Platform and/or availing the Services, you agree that you shall defend, indemnify and hold Bijlipay, its partners, employees, shareholders, officers and other representatives harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) Misuse of your access to and use of the Platform and/or the Service and/or misuse of any information on the Platform; (ii) any loss or injury to Bijlipay's representatives or Service Professionals resulting from or attributable to your acts or omissions; (iii) your violation or breach of these Terms or any applicable law or regulation; (iv) Your violation of any rights of any third party including any intellectual property rights; or (vi) any and all third-party claims based upon (A) the content of any communications transmitted by you; and/or (B) transactions undertaken by you; through the Platform.

8. LINKS TO THIS WEBSITE

- 8.1. Those wishing to place a link to this Website on other sites may do so only to the home page of the Website www.bijlipay.com without prior permission. Deep linking (i.e. links to specific pages within the Website) requires the express permission of Bijlipay. To find out more please, contact us by email at service@bijlipay.co.in.

9. LINKS TO OTHER WEBSITES

- 9.1. This Platform may contain links to other sites. Unless expressly stated, these sites are not under the control of Bijlipay or its affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Platform does not imply any endorsement of the sites themselves or of those in control of them.

10. PRIVACY

- 10.1. Use of the Platform is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please visit <https://www.bijlipay.co.in/privacy-policy.php>

11. DISCLAIMERS

- 11.1. Bijlipay hereby explicitly and specifically disclaims any and all guarantees, warranty or representation that the Platform and/or the Services, whether written, oral, expressed or implied including, without limiting the generality of the foregoing will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 11.2. No part of this Platform is intended to constitute advice and the Content of this Platform should not be relied upon when making any decisions or taking any action of any kind.

- 11.3. Whilst Bijlipay uses reasonable endeavours to ensure that the Platform is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.
- 11.4. Bijlipay reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform and/ or the Services (*or any part thereof*) with or without notice and in its sole discretion. You agree that Bijlipay shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform or the Services.
- 11.5. Bijlipay shall not be liable to You for any delay or failure in performance of the Services arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war or acts of regulatory or governmental agencies.
- 11.6. The User acknowledges that Bijlipay does not control the transfer of data over the communications facilities, including the internet, and that any Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Bijlipay shall not be responsible for any (i) delays, delivery failures, or other damages as a result; (ii) issues related to the performance, operation or security of any Platform that arise from the User's content or third party content.
- 11.7. We are not responsible for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to conduct of the Users and the third party sites, including, but not limited to, any User's reliance upon any information provided therein. The third party Sites and us are independent contractors and neither party has authority to make any representations, warranties or commitments on behalf of the other.
- 11.8. You agree and understand that you shall be responsible for ensuring compliance with the terms of use, guidelines, operating rules and policies of third party sites. Further under no circumstances shall Bijlipay be liable to you or the third party sites for the services provided by such third party sites to you. In the event of any conflict between these Terms and any of the terms, conditions and notices contained in any third party sites, the contents of these Terms shall prevail.
- 11.9. We are not responsible for the content, accuracy or opinions expressed in any third party sites, and such third party sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked third party sites on Our Platform does not imply approval or endorsement of the third party sites by us.
- 11.10. We reserve the right to modify or remove any content from the Platform, which in our reasonable opinion and discretion, does not comply with the above Terms, or if any content is posted that we believe is not in our best interest.

12. AVAILABILITY OF THE PLATFORM AND MODIFICATIONS

- 12.1. The Platform is provided "as is" and on an "as available" basis. We give no warranty that the Platform will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 12.2. Bijlipay accepts no liability for any disruption or non-availability of the Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

- 12.3. Bijlipay reserves the right to alter, suspend or discontinue any part (or the whole of) the Platform including, but not limited to, the products and/or services available. These Terms shall continue to apply to any modified version of the Platform unless it is expressly stated otherwise.

13. LIMITATION OF LIABILITY

- 13.1. To the maximum extent permitted by law, Bijlipay accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Platform or any information contained therein. Users should be aware that they use the Platform and it's Content at their own risk.
- 13.2. Nothing in these terms and conditions excludes or restricts Bijlipay's liability for death or personal injury resulting from any negligence or fraud on the part of Bijlipay.
- 13.3. Bijlipay or anyone else involved in administering, distributing or providing the Platform and/or Services further explicitly disclaim any and all liability for any of the following:
- 13.3.1. errors, mistakes or inaccuracies of the content displayed on the Platform;
 - 13.3.2. the acts or omissions of our representatives performing Services on our behalf;
 - 13.3.3. any failure or delay in the Services;
 - 13.3.4. any content uploaded on the Platform;
 - 13.3.5. any loss or damage arising out of your failure to adhere to your obligations under the Terms.
 - 13.3.6. user content or the defamatory, offensive, or illegal conduct of any third party;
 - 13.3.7. viruses, computer viruses or other harmful, disabling computer code, computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with any computer and communications facilities or equipment ("**Harmful Code**") that may be transferred to your Devices when accessing the Platform. By way of clarification, Harmful Code shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that was intentionally written to self-replicate. You are advised to obtain and use appropriate anti-virus and security software and to take all other appropriate measures to safeguard the integrity of your Devices.
- 13.4. In no event shall Bijlipay or anyone else involved in administering, distributing or providing the Platform and/or Services be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs for an amount exceeding the money charged by Bijlipay from the User under which such liability has arisen and been established.
- 13.5. Every effort has been made to ensure that these terms and conditions adhere strictly with applicable law. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.

14. TERMINATION

- 14.1. These Terms will continue to apply until terminated by either you or us as set forth below.
- 14.2. **Termination by You:** If You wish not to be bound by these Terms, you may terminate your relationship with us by providing a written notice of the same to Bijlipay. Upon receipt of your written notice regarding your intention to not be bound by these Terms and not avail the Services, Bijlipay will facilitate deletion of your Account and notify the same to you.

14.3. **Termination by Us:** Bijlipay may at its discretion and at any time with or without notice, terminate or suspend the Terms, with or without cause if:

14.3.1. You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to you;

14.3.2. Bijlipay is required to do so in accordance with law; or

14.3.3. Bijlipay has elected to discontinue, with or without reason, access to the Platform and/or the Services (or any part thereof) either in general or specifically to you.

14.4. Bijlipay shall not be liable to you or any third party for any such termination.

15. **CONSEQUENCES OF TERMINATION**

15.1. Once your Account has been terminated, any and all content will be irretrievably deleted by us, except to the extent that we are obliged to maintain or permitted to retain in accordance with law. However, your transactions details may be preserved by the Company for purposes of tax or regulatory compliance.

15.2. The licences granted to you in terms of these Terms shall stand terminated effective immediately.

15.3. Bijlipay, in its sole discretion, may initiate appropriate legal proceedings against you, if necessary.

15.4. Termination shall not affect your liability or obligations arising prior to such termination and any and all amounts and charges payable by you pursuant to access or use of the Platform and/or Services shall become immediately due and payable.

16. **NO WAIVER**

16.1. In the event that any party to these Terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. **PREVIOUS TERMS AND CONDITIONS**

17.1. In the event of any conflict between these Terms and any prior versions thereof, the provisions of these Terms shall prevail unless it is expressly stated otherwise.

18. **THIRD PARTY RIGHTS**

18.1. Nothing in these Terms shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Bijlipay.

19. **GENERAL**

19.1. These Terms together with the Privacy Policy, any service agreement entered between you and Bijlipay in relation to the Platform and any other specific terms as may be set forth in the Platform shall constitute the entire agreement between you and Bijlipay; and

19.2. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

20. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 20.1. If there is a grievance or concern in respect of these Terms or the Services provided by Bijlipay, you are requested to email us details of the same at service@bijlipay.co.in. Any concern shall be sought to be addressed by Bijlipay and in the event of any dispute, You and Bijlipay shall endeavour to amicably resolve the dispute.
- 20.2. These Terms shall be governed and construed under the laws of India and the courts of Chennai shall have exclusive jurisdiction.

21. FORCE MAJEURE

- 21.1. Bijlipay shall not be in breach of its obligation hereunder if it is delayed in the performance of or is unable to perform (whether partially or fully) its obligations (provide the Services) as a result of the occurrence of a Force Majeure Event (defined below).
- 21.2. Force Majeure Event means any event, whatever be the origin, not within the reasonable control of Bijlipay, which Bijlipay is unable to prevent, avoid or remove or circumvent by the use of reasonable diligence. Force Majeure event shall include, but shall not be limited to, acts of god, acts, orders, directions of governmental/ regulatory/ judicial/ quasi-judicial/ law enforcement authorities/ agencies which hinders Bijlipay from performing its obligations under any agreement, including these Terms, with you, war, hostilities, invasion, armed conflict, act of foreign enemy, embargoes, riot, insurrection, labour stoppages, outages and downtimes systems failures experienced by a facility provider, revolution or usurped power, acts of terrorism, sabotage, nuclear explosion, earthquake, pandemic, epidemic, hacking or man in the middle attack or similar attacks/ intrusions, fires, typhoons, storms and other natural catastrophes.

22. GRIEVANCE REDRESSAL MECHANISM

- 22.1. Bijlipay has constituted appropriate grievance redressal mechanism within the organization to resolve any grievances of the Users. Bijlipay has designated an officer to redress the genuine grievances of the Users, the details of whom are stated herein below (**“Grievance Redressal Officer”**).
- 22.2. In the event of any clarifications/queries/complaints/grievances in respect of the Services and/ or the Platform provided by Bijlipay, you shall write to service@bijlipay.co.in