

Terms and Conditions For PeRecharge

Last Updated on 8 November, 2024

These Terms of Use, read with the Privacy Policy, are electronic records under the Information Technology Act, 2000 and the rules made thereunder and amended provisions relating to electronic records under various laws amended by the Information Technology Act, 2000. (as hereinafter defined) may be enforced against you at law by way of your acceptance. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediary Guidelines) Rules, 2011 which requires publication of rules and regulations, privacy policy and user agreement for access or use of the domain name www.PeRecharge.com (the "Website"), including the related mobile site, domains and mobile applications (hereafter collectively referred to as the "Platform").

Your use of the Platform and services provided by the Platform ("Services") is governed by the following terms and conditions ("Terms of Use"), including any terms and policies which are incorporated herein by reference with any amendments/amendments. created by PeRecharge at in its sole discretion and posted on the Website, including the manner in which additional charges may be imposed for access or use of the Services. These Terms of Use are a binding legal agreement between you and PeRecharge (both terms defined below) and come into effect when you register for a PeRecharge Account or upon your use of the Platform and/or any Services.

Please read the terms and conditions carefully before registering, accessing or using the PeRecharge Services (defined below). You agree and acknowledge that you have read the terms and conditions set forth below. If you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not use the Services and/or immediately terminate the Services and/or uninstall the mobile application.

Our services are very diverse and additional terms or product requirements may apply to certain services. These Terms of Use are in addition to and not prejudicial to any other terms and conditions of service provided individually or by PeRecharge ("Affiliates") or third parties. Thus, when you use any services provided by us through the Platform, you shall be subject to the rules, guidelines, policies, terms and conditions applicable to such services and shall be deemed to be incorporated into these Terms of Use. and shall be deemed part of these Terms of Use. If there is a conflict between these Terms of Use and the Additional Terms, the Additional Terms will supersede these Terms of Use.

We may amend the terms and conditions at any time by posting an updated version at PeRecharge website and PeRecharge App. The updated version of the Terms of Service shall take effect immediately upon posting. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of PeRecharge App following the posting of changes will mean that You accept and agree to the revisions including additional Terms or removal of portions of these Terms, modifications etc. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and avail the Services.

Using PeRecharge App Indicates Your Agreement To All The Terms And Conditions Under These Terms Of Use, So Please Read The Terms Of Use Carefully Before Proceeding. By Impliedly Or Expressly Accepting These Terms Of Use, You Also Accept And Agree To Be Bound By PeRecharge Platfrom Policies (Including But Not Limited To Privacy Policy) Available On The PeRecharge Website And PeRecharge App As Amended From Time To Time.

Definition

"We", "Us", "Our" - shall refer to PeRecharge .

"You", "Yours", "Yourself", "PeRecharge User" - refers to any non-registered individual or corporate body, registered user of PeRecharge , including but not limited to PeRecharge customers.

"PeRecharge App" - The mobile application, hosted by PeRecharge for providing PeRecharge services to its users, including user and service providers and also includes any and all Services where it acts as an Intermediary .

"PeRecharge Website" - Shall refer to www.PeRecharge.com, which is registered by PeRecharge and used as a medium to communicate and inform users of services provided by PeRecharge , not limiting to its features, terms and conditions, Our contact details.

PeRecharge Platform

Refers to any platform owned/subscribed/used by PeRecharge websites, mobile applications, URLs/links, notifications, , or any other communication medium used by PeRecharge to provide its services to its Users.

“PeRecharge Services” - shall include all services extended / to be extended by PeRecharge including but not limited to Prepaid Mobile Recharges, DTH Payments, FASTag (Toll Tax recharge), Electricity, Gas, and Utility Bill Payments etc .. access including others.

“Service Providers” – Refers to any individual, group of individuals defined under law whose services are used by PeRecharge in order to provide the intended Services to You through PeRecharge Platform.

“Terms of use”/“Terms and Conditions” - are interchangeably used and shall have the same meaning.

Eligibility

By accessing PeRecharge Service and PeRecharge Platforms, You represent that:-

- You are 18 years of age or older.
- You are capable of entering into a contract /legally binding agreement.
- You have the right, authority and capability to enter into this Agreement abiding by all the provisions of the “terms of use” of PeRecharge Services.
- You are not barred or otherwise legally prohibited from accessing or using services of PeRecharge under the laws of India.
- You are not impersonating any person or entity, or falsely stating your age or affiliation with any person or entity. PeRecharge shall reserve the right to terminate your contract to use PeRecharge Platform in case of any incorrect representation of the above-mentioned conditions.
- Additionally, by agreeing to these Terms of Use, You represent that You are an Indian resident and have a valid and subsisting right, authority and capacity to enter into these Terms of Use and to abide by all of the terms and conditions contained herein.
- The mandatory information and Officially valid documents / document details mentioned by you are true & correct and belong to You.

PeRecharge Services

PeRecharge provide services via "PeRecharge " Platform. You further agree and acknowledge the terms of use of PeRecharge Services provided on PeRecharge Platform.

- PeRecharge Account is the account that you create when you sign-up/register with PeRecharge app.
 - This account allows you to access PeRecharge Platform, browse through the PeRecharge Service, make payment using Upi, debit card, credit cards or net banking collectively known as (‘Payment Gateway Services’) to permissible merchants on PeRecharge Platform or on Participating Platforms.
 - You can also avail Prepaid Mobile Recharges, DTH Payments, FASTag (Toll Tax recharge), Electricity, Gas, and Utility Bill Payments etc .. facility made available to PeRecharge Users under the Terms of Use of such Service.
 - You would need to register by providing additional information in order to make payment via Pe Wallet services to make payments to user using these modes of payments.
 - Access to PeRecharge account enables you to browse through PeRecharge Services provided by PeRecharge and in order to avail, enroll or use any such Service you may need to additionally register for such services by providing some more information as required under the Terms of Use of such products/services.
 - Allows you to share and maintain the Know Your Customer “KYC” details and information for underwriting purposes for other financial and non-financial products available on PeRecharge App as Services illustrated below:

- PeRecharge Wallet
- Mobile Recharges
- DTH Payments
- FASTag (Toll Tax recharge)
- Electricity
- Gas
- Utility Bill Payments etc..

Any other service/feature that is provided on PeRecharge platform, subject to regulatory provisions and permitted by PeRecharge.

- Prepaid Mobile Recharges, DTH Payments, FASTag (Toll Tax recharge), Electricity, Gas, and Utility Bill Payments etc .. Enables You to pay Your bills or recharge Your account with listed service providers on PeRecharge Platform.
- PeRecharge Pe Wallet enables You to pay other user.

You further agree to PeRecharge Privacy Policy as applicable for PeRecharge

In order to avail PeRecharge Services, you need a mobile, internet or any other supported device that meets the compatibility requirements of accessing PeRecharge app and PeRecharge website, which may change from time to time. PeRecharge may further release updates to its application and You are required to update the PeRecharge app as and when available for you, in order to continue availing PeRecharge Services.

You agree that your mobile device, mobile service provider or any other services that you may avail from anybody to access PeRecharge Platform, may incur charges and you are solely responsible for such charges, terms of use, fees as per your agreement with the third party.

You understand that in order to provide PeRecharge Services via the PeRecharge Platform, PeRecharge incurs various costs (including, but not limited to, cost with respect to operation and maintenance of infrastructure, facilitation of transactions/payments via various modes), You thereby agree that PeRecharge may charge You a fee(s) (such as platform fee, convenience fee) which will be displayed upfront to you and which shall be over and above the value/amount of the respective transaction/bill payment being made by You.

Sign-Up / Registration

In order to use the full Platform of PeRecharge Services, You need to register on the PeRecharge App and provide Us with accurate and complete information. You are also required to keep your Mobile Number, Email Id, KYC details and contact information complete and updated at all times.

Once you sign-up on PeRecharge, you are entitled to a Phone Account. Once registered with PeRecharge, certain services may ask you for additional information in order to avail such service and may involve creation of sub-accounts for availing such services.

provide only current, accurate and complete information about Yourself in the course of registering to use the Services and maintain and promptly update the Registration Information, as necessary, to keep it true, accurate, current, and complete at all times. If You provide any information that is untrue, inaccurate, not current, or incomplete, or there are grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof) and You will not have any cause of action against Us for such suspension or termination of Your Account. You agree that PeRecharge shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under Your PeRecharge Account in cases, including, where You have failed to update Your Registration Information including Your revised mobile phone number and/or e-mail address on the Platform.

All information and instructions received from Your PeRecharge Account will be deemed to have been authorized by You and the recipients of this information shall rely on its authenticity based on the use of Your password. You will be responsible for all actions taken by anyone accessing the services using your username and password/one time password (OTP).

In the event of any dispute between two or more parties as to ownership of a particular PeRecharge Account, You agree that PeRecharge will be the arbitrator of such dispute. PeRecharge decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

If you share or allow others to have access to Your PeRecharge Account, by Your Account, or otherwise, they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences there from. You may be held liable for losses incurred by PeRecharge or any other User of or visitor to the Platform due to authorized or unauthorized use of Your PeRecharge Account as a result of Your failure in keeping Your Account information secure and confidential or otherwise.

The device on which you download PeRecharge App and use during registration, shall become Your registered device and device details shall be stored by us. The moment You log into your PeRecharge account from a different device using the PeRecharge app, You will be asked to allow PeRecharge to send an one time password (OTP) SMS from the new device, after which the new device becomes the registered device. You will not be able to access your PeRecharge account using your previous device until you re-login and re-authorize yourself on that device.

Verification of Information

You understand that when You access or use the Platform or Services, We may share some or all of the information You provide with the third parties and other statutory, regulatory, and governmental authorities. By accepting these Terms of Use, You authorize PeRecharge to request for supplemental documentation at any time (before or after Your PeRecharge Account has been activated), in order to verify Your identity, and the accuracy of the information provided. If We cannot verify that the Registration Information is accurate and complete, We may deny Your use of the Platform and Services, or close Your PeRecharge Account at any time.

Ownership

You acknowledge and agree that the platform, the services, including without limitation any content available on the platform and all trademarks, service marks and trade names and other intellectual property rights associated there with are, and will remain, the property of PeRecharge and its licensors, as applicable. All content related to PeRecharge and business activities, whether embedded in the platform or otherwise, including any text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of PeRecharge or its licensors and is protected by applicable laws. The compilation (meaning the collection, arrangement, and assembly) of any and all content on the platform and services is also the exclusive property of the PeRecharge and is protected by applicable laws.

All software used on the platform and the services is the property of PeRecharge or its licensors / software suppliers and protected by indian and international copyright laws. Any use except as specifically permitted under these terms of use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on the platform or the services is strictly prohibited. All graphics, logos and service names are trademarks of PeRecharge or its affiliates. Our trademarks should not be used in connection with any product or service without obtaining authorization from PeRecharge, in any manner that is likely to cause confusion among our customers, or in any manner that disparages or discredits PeRecharge. The logos and trademarks of third parties on the platform belong to respective third parties / brands.

License And Restrictions

Subject to these terms of use, PeRecharge grants you a limited, personal, non-assignable, non-transferable, nonexclusive, revocable, and non-sublicensable license to use and/or access the platform and services for such legitimate purposes that the platform and services intend to serve. You will be entitled to download and use any updates that we may make to the platform and services, subject to any additional terms, weas and when these updates available. The license granted herein is revocable at any time and will continue until such time, when you cease to use or access the platform and/or services or your use or access to the platform and/or services is terminated by us.

you may not, nor may you permit any third party, directly or indirectly, to:

1. Access or monitor any material or information on the platform or services or any associated system using any manual process or robot, spider, scraper, or other automated means;

2. Work around, bypass, or circumvent any of the technical limitations of the platform or services, use any tool to enable features or functionalities that are otherwise disabled in the platform or services, or decompile, disassemble, or otherwise reverse engineer the platform or services or otherwise exploit them for any commercial purpose;
3. perform or attempt to perform any actions that would interfere with the proper working of the platform or services, prevent access to or use of the services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
4. Copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell, or distribute in any way material, information, or services;
5. post or transmit any file which contains viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the services;
6. Use and benefit from the platform and services via a rental, lease, timesharing, or other arrangement;
7. Downloading (other than page caching) of any portion of the services or any information contained therein, except as expressly permitted by us;
8. Transfer any rights granted to you under these terms of use;
9. use the platform and services for any illegal activity or goods or in any way that exposes you, other users, our partners, or PeRecharge to harm; or
10. otherwise use the platform or services except as expressly allowed under these terms of use.

If we reasonably suspect that your PeRecharge account has been used for an unauthorized, illegal, or criminal purpose, we may terminate or suspend your PeRecharge account. Additionally, you give us express authorization to share information about you, your PeRecharge account, and any of your transactions with law enforcement bodies and officials.

Your conduct or Restrictions on Website and Application

In order to access PeRecharge Services, you are required to provide information about yourself as part of the signup process, or as part of your ability to use services provided by Us. You agree that any information you provide will always be accurate, correct, and up to date and some services may require you to share additional information which might include your personal information, personal sensitive information. You further agree that PeRecharge (including its Group Companies/service providers/business partners), in relation to providing services to You, may collect/share Your Personal Information from/with third parties including but not limited to vehicle-related information". Your information management shall be as per PeRecharge Privacy Policy.

You shall promptly inform PeRecharge of any unauthorized usage of your PeRecharge Pe Wallet or loss of mobile device and any other circumstances which may lead to unauthorized usage of your PeRecharge Account. The responsibility of any transaction prior to intimation, will solely be on the registered User;

You understand that while availing services offered by Merchants and your payment to merchants using any of PeRecharge Services (Pe Wallet , Payment Gateway), you understand that we are not a party to the contract between you and the Merchant and act only as an Intermediary. PeRecharge does not endorse any advertiser or Merchant linked to its website or app. Further more, PeRecharge is under no obligation to monitor the Merchant's service used by you; the Merchant alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant must be directly resolved by you with the Merchant. It is clarified that PeRecharge shall not be responsible or liable for any deficiency in goods and/or services purchased using Pe Wallet balance. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

You agree that in case any amount is transferred erroneously by You to any Merchant, Participating Platforms or any other person, PeRecharge shall not be liable to refund such amount to You under any circumstances.

You further agree that Any web-link on the website to a third-party site is not an endorsement of that web-link. By using or browsing any such other web-link, you shall be subject to the terms and conditions in each such web-link.

You agree that if You provide any information that is incorrect, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is incorrect, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access PeRecharge Platform and/or take necessary steps in accordance with applicable Law without any further notice.

You are responsible for maintaining the confidentiality of any login information and secure access credentials associated with your PeRecharge account. Accordingly, you are responsible for all activities that occur under your account/is using your secure credentials and PeRecharge shall not be liable for any such change or action performed by using your secure credentials on PeRecharge Platform.

Attempting to access PeRecharge Platform using any other means apart from ones provided by Us is strictly prohibited and shall be deemed unauthorized access, whether attempted or accessed through any automated, unethical or unconventional means. Further you should not directly or indirectly engage in any activity using device, software or any routine process that disrupts or interferes with our ability to service you or any other user(s) on PeRecharge Platform, including the servers and/or networks to which our resources are located or connected. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by You, as explained above, and may incur criminal or civil liability.

You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual or digital process, to access, acquire, copy or monitor any portion of the PeRecharge Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the PeRecharge Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the PeRecharge Platform.

You shall not probe, scan or test the vulnerability of the PeRecharge Platform or any network connected to the Us, You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to PeRecharge Platform, or any other customer, including any account on the PeRecharge Platform not owned by You, or exploit the PeRecharge Platform or any PeRecharge Service or information made available or offered by or through the PeRecharge Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the PeRecharge Platform.

You further agree that

- In the event of any dispute, PeRecharge records shall be binding as the conclusive evidence of the transactions carried out through use of PeRecharge Services.
- PeRecharge shall send all customer communications by SMS and/or email and they shall be deemed to have been received by You after they have been submitted for delivery to the SMS/email service providers.
- Agree to receive all commercial messages including transactional messages from PeRecharge .
- To use the PeRecharge Services in good faith and in compliance with all applicable laws and regulations.
- You would be solely responsible for payment of any taxes, duties or other governmental levies or any financial charges that may be imposed on any products or services purchased or supplied by a otherwise arising from online transactions.
- ensure that the PeRecharge Services are not used for transactions in foreign currency.

PeRecharge App

You further agree that PeRecharge shall share some limited information provided by you except your secure access credentials to participating platforms as necessary for login at participating platforms.

You shall not share the credentials with any third party website, portal, person over any communication medium and you understand that your PeRecharge account can be misused due to unauthorized disclosure of.

You hereby agree and acknowledge that in the event of non-compliance of the Terms of Use for usage and access to Single login Services, PeRecharge has the right to terminate your access or access usage limits on Phone account and services without further notice.

Compatible Mobile Devices And Third-Party Carriers

We do not warrant that the platform and/or services will be compatible with your mobile device or carrier. Your use of the platform and/or services may be subject to the terms of your agreements with your mobile device manufacturer or your telecom carrier. You may not use a modified device to use the services if the modification is contrary to the device manufacturer's software or hardware guidelines, including disabling hardware or software controls-sometimes referred to as 'jail broken'.

Privacy policy

Please read our privacy policy to understand our practices which governs your use of the platform and services. Any information (including your personal information and/or sensitive personal data or information) provided by you on the platform will be collected, stored, processed, transferred, or shared by us in accordance with our privacy policy. These terms of use are deemed to incorporate the privacy policy posted on this website and accessible/embedded in the mobile application.

Third Party terms and conditions

PeRecharge, may provide third party services via PeRecharge Platform. You understand that We do not own those services and you may need to accept their respective terms and conditions, and may require to share additional information in order to avail such products/services provided by third parties on PeRecharge Platform PeRecharge does not hold any Liability on the information collected from You by third party website or application and We cannot indemnify You for any third party actions.

Single-sign-on services

PeRecharge offers a single-sign-on service ("sso service") which permit users to use the login credentials of his/her PeRecharge account to access all web pages and online platforms operated by PeRecharge (hereinafter the "participating platforms") with single log-in access / data, without going through a separate registration process every time. The number of participating platforms may also vary in the course of time. With regard to the contractual relationships of the users with the respective participating platforms and services offered thereto, for which the sso service can be used in accordance with these terms of use, these participating platforms and services may alternatively have their own terms and conditions which shall be available on the respective participating platforms. In order to be able to use the sso service, you must have a PeRecharge account. You are permitted to set up only one PeRecharge account.

Your content

The services may include functionality for uploading or providing suggestions, recommendations, feedback, photos, documents, and other materials or information ("content"). You will not host, display, upload, modify, publish, transmit, update or share any content through the platform or services that: (a) belongs to another person and to which the user does not have any right to, (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, 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; (c) harm minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (e) violates any law for the time being in force; (f) deceives or misleads the addressee 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; (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 cognizable offence or prevents investigation of any offence or is insulting any other

nation; (j) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (k) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (l) breaches or infringes any rights of any person or entity, including rights of privacy or intellectual property; (m) contains corrupted data or any other harmful, disruptive, or destructive files; (n) in our sole judgment, is objectionable, or which may expose PeRecharge and its affiliates or its customers to harm or liability of any nature.

In-app services

PeRecharge facilitates purchase of and/or payments with respect to certain services offered by third parties who have partnered with PeRecharge to enable payments with respect to their services to be made through the platform such as utility payments with respect to prepaid mobile recharges, dth payments, FASTag (Toll Tax recharge), electricity, gas, and utility bill payments etc .. In addition, we provide value added services such as Pe Wallet, bill presentment, bill repeat, and transaction history for transparency of transactions, etc. ("in-app services"). By choosing to use in-app services, you understand that PeRecharge nor its affiliates assumes no liability for the actual deliver of the products and/or services with respect to which payments are being made using the in-app services. All obligations with respect to the delivery of products and/or services will be solely that of the third party service provider and not of PeRecharge. Further, all payments made using in-app services shall be final. Such transactions cannot be refunded, returned, or cancelled once initiated.

Specific terms and conditions with respect to certain in-app services are as provided below:

Recharge/bill payment services

1. description of bill payment service: PeRecharge provides third party payment services that allow you to make payments to certain third party service providers such as telecom recharges, FASTag (Toll Tax recharge), bill payment services. To be eligible to use the bill payment services, you must be a resident of india. In order to use the bill payment services, you may be required to provide us with your account information with billers you would like to make payments to (such as your customer account number or customer id) and any information necessary for us to access your accounts and bill/plan details with such billers (such as phone number, email address, etc.) ("bill payment account information"). By using the bill payment services, you expressly authorize PeRecharge to store, use and access the bill payment account information, on your behalf solely for the purpose of providing the services to you. As a risk management measure, PeRecharge reserves the right not to process transactions which PeRecharge in its sole discretion determines to be high risk, suspicious or fraudulent in any manner. You understand and agree that you are responsible for the accuracy of the information you provide with respect to each payment request you make, including the bill payment account information, telephone number, the amount of the transaction, etc.

2. Scheduling your payments: payment posting times will vary depending upon the biller you select. When PeRecharge receives a payment instruction, you authorize us to send instructions to payment system providers to debit Pe Wallet and remit payments to billers on your behalf. Payments are subject to the policies and procedures of billers. We are not liable for processing delays by the biller, nor are we liable if you fail to schedule payment dates in a timely manner. Before you schedule payment , see if your Pe Wallet balance is more than your payment, and if it is not more then you can don't create schedule payment..

3. Late charges: you are solely responsible for paying any and all late charges and penalties levied by a biller.

4. Payment history: PeRecharge does not send periodic statements showing your bill payment history. You may access information about your bill payment requests using the platform. You should also confirm your bill payment requests against any statements or payment records provided by the biller and your payment source.

5. Failed transactions: in case of prepaid payments, if money has been charged to your card or bank account or pre-paid payment instrument and the service is not delivered by the service provider within 24-48 hours of the completion of the transaction, you may inform us regarding the same by sending an email to info@PeRecharge.com. Or reaching out to us through the help and support section. Please include the transaction details such as the biller name, account number/mobile number, payment value, transaction date and order number. Upon investigation if it is found that money has been charged to your card or bank account or prepaid payment instrument and the service has not been delivered, the transaction amount will be refunded back to source within 21 working days from the date of receipt of your email.

Our Fee

You understand that you may be charged a fee with respect to your use of the platform or services. Further, we may also charge a fee with respect to certain optional valued added services that you elect to use. The amount of the fee will be displayed to you on the payment page. You agree to pay all such fees and charges as may be applicable to the services you use and authorize us to add the fee to the amount of the bill payment you request or bill you separately for such fees. You agree and accept that we reserve the right to change the fee structure from time to time.

Offers

PeRecharge may invite you to participate in any offer from time to time. You agree that participating in such an offer is subject to your agreement to the respective offer terms and conditions. You also understand that the offers might be provided by third parties on PeRecharge Platforms and you may require to agree to respective terms and conditions of third parties. You further agree that offers provided to any user may vary from user to user.

If you avail any offers, discounts, Cash Backs, coupons, etc. ("offers") provided by us, you are agreeing to comply with and accept the terms and conditions provided in respect of such offers. Further, you understand that all terms and conditions provided with respect to any offer shall form part of and shall be read in conjunction with these terms of use.

PeRecharge reserves the right to disqualify You from any offer in case you do not meet the eligibility criteria for such an offer or any other reasons thereof including but not limited to misuse of offer, misrepresentation, fraud or suspicious transactions/activities, including but not limited to directives or any at our sole discretion without further notice.

Cash Back

Cash Back received by the customer either upon redemption of a Cash Back promo code or deal (subject to terms of the deal) or with respect to transactions made through platform or using services including any in-app services (including Cash Back received as a reward), shall be in the form of 'gift instrument issued by PeRecharge' ("Cash Back"). The same shall be redeemable within 1095 days from the date of issuance. You understand and acknowledges that the Cash Back cannot be exchanged for its value in cash, either in full or in part. Cash Back Credited your PeRecharge Wallet. You Further Acknowledge That The Value Stored In The Cash Back Cannot Transferred In Any Manner Whatsoever.

Cash Back Promo Code

This code entitles the customer to receive Cash Back upon redemption ("Cash Back promo code"). The customer understands that the Cash Back promo code is not a prepaid payment instrument. The validity of a Cash Back promo code shall be as determined by PeRecharge and conveyed to the customer at the time of issuance of the Cash Back promo code.

Payments

All payments made through the platform and/or with respect to services availed shall be compulsorily in indian rupees. You understand and acknowledge that when you use any of the payment method/s available on the platform for availing the services, PeRecharge platform shall not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you.

Refunds

In case any amount is transferred, or payment is made by you to any third party through the platform or services, PeRecharge shall not be liable to refund such amount to you under any circumstances. If you erroneously send a payment to the wrong party or send a payment for the wrong amount (for instance a typographical error at your end), your only recourse will be to contact the party to whom you have sent the payment and ask them to refund the amount. PeRecharge will not reimburse you or reverse a payment that you have erroneously made.

if the your recharge, bill payment order states "failed" and the amount is debited from the using any bank account, debit / credit card and Using Pe Wallet Amount do not panic check your Pe Wallet credit / debit entry instant refund amount credit your Pe

Wallet. in case not credit in Pe Wallet create a help ticket and using email id : info@PeRecharge.com enter the payment transaction id , describe more details and mobile number of the register PeRecharge account.

Help ticket Create after any problem PeRecharge customer support team reach problem within 24-48 Working Hours.

Communication

PeRecharge may communicate with you on the contact information that you may have provided to Us during the course of your Signup, including but not limited to signup, transacting or availing any third party products or services on PeRecharge Platform.

We will send you communication alerts via emails or SMS or push notifications or via other progressive technology. You also agree that there can be disruption in communications due to factors that are not under Our control, including but not limited to Your Phone being switched off, incorrect email address, network interruptions. You agree not to hold PeRecharge liable for non-delivery for any alert or any loss suffered by you due to delay, distortion or failure of communication.

You further acknowledge that you are responsible for the contact details shared with Us and shall update us on any change on your contact details. You authorize Us to contact you and communicate with you for any PeRecharge Service or Offer(s). We may use third party service providers to send alerts or communicate with you. You authorize PeRecharge and PeRecharge to override the DND settings to reach out to you over calls, SMS, emails and any other mode of communication.

PeRecharge , our agents, representatives, affiliates may communicate with you through e-mail, sms, telephone, calls using prerecorded messages or artificial voice, calls and messages delivered using auto telephone dialling system or an automatic texting system, by posting notifications on the platform (including push notifications) or any other means of communication. By using the platform, you consent to receive such communications from PeRecharge in relation to the platform and/or services, your PeRecharge account information, or any updates/ changes to the platform/ services and/or other promotional or marketing communications from PeRecharge and its affiliates.

Intellectual Property Rights

Intellectual Property Rights for the purpose of this Terms of Use shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights. All those Intellectual Property rights arising as a result of domain names, internet or any other right available under applicable law shall vest in the domain of PeRecharge as the owner of such domain name. The Parties hereto agree and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and Our control or control of its licensors, as the case may be.

All material on this PeRecharge website and mobile application, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights of PeRecharge . Material on Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

Disclaimer Of Warranties

You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, your use of the platform or services is at your sole risk and discretion. The platform is to you "asis," "with all faults," and "as available." you bear the risk of using it. PeRecharge and/or its affiliates gives no express warranties, guarantees, or conditions under or in relation to the platform or services. PeRecharge and/or its affiliates exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non- infringement.

PeRecharge makes no warranty against and will not be liable or responsible for:

- interference of your enjoyment of the platform or services;
- losses or damages including any personal injury arising from or in any way related to your access or use of the platform and/or services;
- use of any content posted, transmitted, or otherwise made available through the platform and/or services;
- failure, suspension or withdrawal of all or part of the platform and/or any service at any time;
- any bugs, viruses, or the like which may be transmitted to or through the platform or services;
- functional, uninterrupted, error-free or bug-free delivery of the platform and/or services;
- security, reliability or timeliness of the platform and/or services. Any content or material downloaded through your use of the platform and/or services is at your own discretion and risk and you will be solely responsible for any damage or loss of data occurring on your device or any other loss or damages of any kind resulting from the download and use of the platform and/or services. No advice, course of conduct or information, whether oral or written, obtained by you from PeRecharge or any party or through the platform and/or services will create any warranty unless expressly stated in these terms.

Whilst PeRecharge will undertake all reasonable efforts and due diligence to ensure security and integrity, PeRecharge will, in particular, not be liable for the following: delay or errors in transmission and/or storage of information to or through PeRecharge that might occur from time to time intrusion, distortion, loss or forgery of data, etc due to act of any third party, failure of any software and/or hardware or telecommunication service provider(s) used by PeRecharge or you or any other act beyond our reasonable control. you will be liable for any consequences whatsoever resulting from anything transmitted or caused to be transmitted by you, to or through the platform and/or services.

The platform and services are controlled and operated from and in india. We make no representations that the services are appropriate or available for use in other locations. Those who access or use the services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable indian laws, rules, regulations, guidelines including but not limited to export and import regulations and rbi regulations. You should not use the service if you are a resident of a country embargoed by india, or are a foreign person or entity blocked or denied by the indian government. Unless otherwise explicitly stated, all materials found on the services are solely directed to individuals, companies, or other entities located in india.

Use of Group Companies

You understand and agree that PeRecharge reserve the right to use the services of themselves to provide any of the mentioned PeRecharge Services to you within PeRecharge Platforms.

Termination

our right: we reserve the right, without notice and in our sole discretion, to terminate your access to, and use of, of the platform and services and to block or prevent your future access to, and use of, the platform and/or the services. Upon termination, you must uninstall any copies of the services from your computer and/or mobile or other devices. We will not be liable to you for the ermination of the services or for any consequence arising out of termination of the services.

Your right: you may terminate these terms of use by closing your PeRecharge account at any time. Upon closure of a PeRecharge account, any pending transactions will be cancelled.

Termination for force majeure: we will have the option to suspend or terminate these terms of use and the discontinue any services with immediate effect on the occurrence of a force majeure event.

You agree that PeRecharge at its sole discretion may terminate your contract without prior notice and restrict your access to PeRecharge application if we determine that you have violated the terms of use and you consent that in case PeRecharge suffers losses, not limited to monetary losses, due to your actions, we can take injunctive relief or any other legal action as deemed necessary within the said circumstances and PeRecharge is not liable for any loss to you due to termination.

Effect Of Termination

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the platform or services, or any termination or suspension of the services. The termination of these terms of use does not relieve you of obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us, and/or our partners and service providers under these terms of use or terms with respect to any services offered through the platform.

Indemnification

you agree to indemnify, defend and hold harmless PeRecharge, its affiliates and agents and each of their respective officers, directors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of: (i) your access to or use of the platform and services; (ii) any breach of these terms of use or rules and/policies of any payment system providers; (iii) your violation of the rights of a third party, including but not limited to infringement of any intellectual property, proprietary right or trade secret of any person or entity, or of any privacy or consumer protection right that is implicated herein; (iv) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation; (v) fraud, negligence or misconduct by you individually or in connivance with any third party; (vi) your wrongful or improper use of the platform and/or the services. These obligations will survive termination of these terms of use.

Limitation of Liability

To the maximum extent permitted by applicable laws, under no circumstance will PeRecharge or its Affiliates, their respective directors, employees or agents be liable to You or any third party for personal injury, or any special, incidental, indirect, punitive, exemplary or consequential damages whatsoever, including, but not limited to, damages for loss of profits or revenues, goodwill, failure to transmit or receive any data, loss of confidential information, business interruption, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data), for any cause of action, including contract, tort (including negligence) or otherwise and any other loss whatsoever arising out of or in any way arising from or related to the use of or inability to use the Platform and/or Services, including without limitation any damages caused by or resulting from reliance by You on any information obtained from Us or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Our records, programs or services; or following a failure, suspension or withdrawal of all or part of the Platform at any time, any third party content, software or functions used in connection with the Platform even if PeRecharge or any or all of its agents have been advised of the possibility of such damages. In no event shall Our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, arising out of or relating to the use or inability to use the services exceed any fee, You pay to Us, if any, to access or use the Services giving rise to the cause of action or Rupees One hundred only (Rs. 100/-), whichever is lesser.

In addition, We shall not be liable for errors You make in using the Platform and Services, including the following:

- You erroneously direct Us to submit a payment instruction multiple time;
- You direct Us to process payment for the wrong amount;
- You direct Us to submit a payment instruction for a wrong party; or
- You provide Us with incorrect or incomplete information.

Any of the above issue(s) needs to be taken up directly with the payee.

You understand and acknowledge that We do not have control of, or liability for, the goods or services that are paid for via Service(s)

Your liability

Except as otherwise provided by law, You will be liable for any loss or damage resulting from Your breach of these Terms of Use or Your negligence, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than Us). You are liable for all payments that You make, or which are made or requested under Your PeRecharge Account, even if that payment is unauthorized.

Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply. You agree that, if You are dissatisfied with the Services or any portion thereof, Your exclusive remedy shall be to stop using the Services.

Dispute, Governing Law & Jurisdiction

This Agreement and the rights and obligations thereunder and the relations of the parties and all matters arising under or in connection with this Terms of Use, including the construction, validity, performance or termination thereunder, shall be governed by and construed in accordance with the laws of the Republic of India. Subject to and without prejudice to the amicable settlement, the courts in Gujarat, surat shall have exclusive jurisdiction to try and adjudicate all matters arising in connection with your use of the PeRecharge Services /PeRecharge Account or other matters covered herein.

Disputes or differences or concerns if any should be raised within 30 days of happening or non-happening of an event related to PeRecharge Services, except in case of unauthorised transactions on Your PeRecharge Wallet, which shall be reported by You as soon as You identify the issue and investigation for such disputes is subject to terms of use of PeRecharge ("PeRecharge Wallet")

No Obligation For Maintenance

PeRecharge has no obligation to monitor the functioning of the platform. However, you acknowledge and agree that PeRecharge has the right to monitor the functioning of the platform electronically or otherwise from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request, to operate the platform properly or to protect itself or its service providers, alliance partners, visitors, users. PeRecharge reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the terms of use.

No Agency

These terms of use and your use of or access to the platform are not intended to create an agency, partnership, joint-venture or employer-employee relationship between you and the platform, PeRecharge , any partner, except where otherwise specifically agreed or appointed.

Third Party Services And Links To Other Web Sites

We may display third party content or advertisements through the services and may provide links that will take you to web pages and content of third parties that are not under our control (collectively, "third party content"). We make no representation, warranty, promise or guarantee whatsoever concerning any aspect of any third party content, including without limitation regarding its accuracy or completeness. You agree that your use of all third party content is entirely at your own risk. We provide third party content solely as a convenience to you, and the provision of such a link is not an endorsement by us of any aspect of the third party content. You acknowledge and agree that we are not responsible or liable in any manner for any third party content and undertake no responsibility to update or review any third party content. Please remember that when you use a link to go from our platform to another website, our privacy policy is no longer in effect. If you browse and interact on any other website, including those that have a link on our platform, this will be subject to that website's own rules and policies.

Assignment

These terms of use, and any rights and licenses granted hereunder, may not be transferred, or assigned by you. We may assign, in whole or in part, the benefits or obligations of these terms of use. We will provide an intimation of such assignment to you, which will be binding on the parties to these terms of use.

Force Majeure

A Force Majeure Event shall mean any event that is beyond the reasonable control of the PeRecharge and shall include but not limited to war, riots, fire, flood, acts of God, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, Pandemic, computer hacking, unauthorized access to computer data and storage devices, computer crashes ,acts of state, governmental, legal or regulatory actions prohibiting or impeding PeRecharge from performing its respective obligations under the contract.

Waiver

Unless otherwise expressly stated in these terms of use, the failure to exercise or delay in exercising a right or remedy under these terms of use will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under these terms of use will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

Survival of provisions

These terms of use by their nature and content are intended to survive the performance hereof by any or all parties hereto and will so survive the completion and termination of this terms and conditions.

Severability

If one or more provisions of these terms are held to be unenforceable under applicable law(s), the remainder of these terms will be valid and enforceable.

Non-exclusivity

It is agreed and clarified that these terms of use are being executed on a non-exclusive basis and the parties are at liberty to enter into similar terms and agreements with others.

Grievance

In the event you have any queries/complaints regarding usage of platform and/or services, please contact email id: **info@PeRecharge.com**

User Guidelines

In consideration for granting you the rights hereunder, you hereby agree not to use the platform for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these terms of use and our privacy policy. You shall not use the platform in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any of our server, or interfere with any other party's use and enjoyment of the platform. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any PeRecharge server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the platform.

- The platform is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (i) make and/or distribute copies of the platform or any deliverable generated by the platform; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the platform; and/or (iii) create derivative works of the platform.
- You accept that any and all operations emanating from your device shall be assumed to have been initiated by you.
- You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the platform. Also, you shall not reverse engineer or reverse compile our technology that is available on the platform, including, without limitation, such java applet, as may be associated with the platform from time to time.
- You shall request PeRecharge, to block the account and change the passcode immediately for the account, if your device has been lost or stolen.
- You are responsible for any and all activities that occur in your account. You agree to notify PeRecharge immediately of any unauthorized use of the account or any other breach of security. PeRecharge shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform PeRecharge within a reasonable time, about loss or theft of your device and/or any unauthorized access in your account, either with or without your knowledge.
- You shall be liable for losses incurred by PeRecharge or any other party due to a third party's use of the account. You shall not use any other person's account at any time, without the permission of the account holder and PeRecharge.
- PeRecharge shall make all reasonable efforts to ensure that your information is kept confidential. However, PeRecharge shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the device due to theft, negligence, or failure on your part to practice safe computing.

- You shall ensure that while using the functions and features, all prevailing and applicable laws, rules, and regulations, shall at all times, be strictly complied with by you and PeRecharge shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.
- You understand and acknowledge that upon using the product, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with services and facilities available on the platform, as fully to all intents and purposes as you might or could do in person. You acknowledge and agree that when we accesses and retrieve information from third party sites, we are acting as your agent, and not the agent or on behalf of the third party. You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.

Warranties

The platform and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- We shall make reasonable efforts to make available the services and the services at all times. However, we make no warranty that the platform and the services shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived there from.
- We shall not be liable for the loss and/or damage of the confidential information or data of the user arising as a result of an event or a series of related events, that is beyond our control including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- Any material downloaded or otherwise obtained through the platform is done at your own discretion and risk and you are solely responsible for any damage to your device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the service will create any warranty not expressly stated in these terms of use.

Disclaimers

As part of this continual innovation and improvement, we sometimes may add or remove features and functionalities, increase, or decrease limits to our PeRecharge Services, start offering new services or stop offering old ones on PeRecharge Platforms. Such offering can also be due to discontinuation of any service or offering on PeRecharge Platform by third party service providers or business partners.

We may record or monitor our conventions with you for records and monitoring quality of our conversations.

Any content downloaded or otherwise obtained through the use of our Platform is done at your own discretion and risk, and We cannot confirm that such documents or contents are error or virus free and You understand and acknowledge that you are solely responsible for any damage to your devices, for any loss of data that may result from the download of such contents.

PeRecharge and third-party partners make no warranty, express or implied regarding the quality of Services including but not limited to:

- the Services will meet your requirements;
- the Services will be uninterrupted, timely or error free; or
- any products, information or material obtained by You in connection with the services will meet Your requirements.

Except as expressly provided herein and to the full extent permitted by law, the PeRecharge Services are provided "as is", "as available" and "with all faults". All such warranties, representations, conditions, undertakings and terms, whether express or

implied, are hereby excluded. It is Your responsibility to evaluate the accuracy, completeness and usefulness of the PeRecharge Services and other information provided by PeRecharge or generally available. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement.

If you have a dispute with other parties, you release PeRecharge (and our affiliates and officers, directors, agents, and employees thereof) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.