#### **Terms and Conditions**

The following Terms and Conditions will apply to the User of BillDesk's Online Payment Gateway Service (Service) offered by Dvara Money Private Limited (Merchant) through the Dvara Money online Application, for the purchase of products and services.

# **Online Payments**

Merchant may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure You (the User) are aware of the current terms. The country of domicile for Merchant is India.

Please read these terms carefully before using the online payment facility. Using the online payment facility on the Dvara Money Application indicates that You accept these terms. If You do not accept these terms do not use this online payment facility.

All payments are subject to the following conditions:-

All Fees quoted are in Indian Rupees. The Merchant reserves the right to change the fees at any time.

- Payment(s) through this Service may only be made with a Credit Card, Debit card or Net Banking.
- Your payment will normally reach the Merchant account to which You are making a payment within two working days.
- We cannot accept liability for a payment not reaching the correct Merchant account
  due to You quoting an incorrect account number or incorrect personal details. Neither
  can we accept liability if payment is refused or declined by the credit/debit card
  supplier for any reason.
- If the card supplier declines payment the Merchant is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.
- In no event will the Merchant be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this Service, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

# **Refund Policy**

• Refunds, if applicable, at the sole discretion of the Merchant, will only be made to the debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require the Merchant to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

#### **Privacy Policy**

Merchant is dedicated to keeping your details private. Any information collected is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone unless it is required to do so under any statute or legal proceeding.

# **Changes to our Privacy Policy**

Merchant reserves the entire right to modify/amend/remove this privacy statement anytime and without any reason. Nothing contained herein creates or is intended to create a contract/agreement between Merchant and any User visiting the Merchant website or providing identifying information of any kind.

#### **Security Policy**

All payment details which are entered through this Service are encrypted when the User, or third party making payment, enters them. Communications to and from BillDesk's Online Payment Gateway Service's site are encrypted.

# Disclaimer and Limitation of liability

The Service is provided in order to facilitate access to view and make payment online. Merchant does not make any representation of any kind, express or implied, as to the operation of the Service other than what is specified herein. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the Service is entirely at own risk and responsibility of the User.

Merchant does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this Service.

# **Governing law And Dispute Resolution**

These Terms and Conditions are governed by the laws of India, and any dispute arising in relation to the Terms and Conditions will be submitted to a binding arbitration, which shall be determined by sole arbitrator appointed by Merchant under the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under, and the place of arbitration shall be Bengaluru.

If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at

#### **Contact Details:**

Email: spark.care@dvara.com