

# Balancehero India Private Limited



## Wallet Terms & Conditions

**Document Number: BHI-WTC**

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Reserve Bank of India advised all Prepaid Payments Instruments issuers to put in place a clearly laid down policy, duly approved by their Board, for issuance of various types / categories of PPIs and all activities related thereto. This document entails details of such instruments issued by the organisation.

Please read the following terms and conditions carefully before registering, accessing or using the mobile application as defined below. By accessing or using the services of the application, the customer agrees to be bound by these terms and conditions set forth below including any additional guidelines and future modifications. If at any point of time, do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, the customer may not access or use the application and immediately terminate his/her use of the services by the prescribed channel and process of communication.

Use of True Balance Wallet on the customer's mobile App is governed by the following terms and conditions (hereafter, referred to as "Terms" and as may be amended from time to time) which are incorporated herein.

The Terms are effective upon customer's solicited acceptance of usage of our platform, and governs the relationship between the customer of this platform.

## 1. DEFINITIONS

- "True Balance Wallet" means the pre-paid payment instrument issued by Balancehero India Private Limited;
- "Charge(s)" or "Service Charge" shall mean the charges which True Balance may levy upon consideration for subscribing to the True Balance wallet
- "Person-to-Person Transfer" refers to a facility to transfer funds from a True Balance Wallet to any other True Balance Wallet issued by True Balance
- "Person-to-Bank" refers to a facility to transfer funds from a True Balance Wallet to any Savings/Current Bank account in India
- "Merchant Establishment" shall mean and include physical Merchants, remote Merchants and any other outlet that has been authorized by True Balance to accept payment using True Balance Wallet
- "Enrollment Form" shall mean the True Balance Wallet Enrollment Form, as is required by True Balance from the Customer at the time of registration for availing and/or continuation of the True Balance Wallet
- "Minimum KYC Wallet" means True Balance Wallet classified as Semi-closed system payment instruments issued by accepting minimum customer details being customer name, ID number of one of Officially Valid Documents specified in RBI guidelines (Driving License, Voter's ID, NREGA Job Card, Passport) date of birth, gender, email address, and OTP-verified mobile number, which permit payment and domestic money remittance as per RBI direction on Issuance and Operation of Prepaid Payment Instruments in India (Reserve Bank) Directions, 2009 as amended and supplemented by the RBI from time to time. Minimum KYC Wallet shall be converted into Full KYC Wallet within a period of 24 months from the date of issue, failing which no further credit shall be allowed in Minimum KYC Wallet. However, you can use the balance available in Minimum KYC Wallet. *(Discontinued)*
- "New Minimum KYC Wallet/ Small PPI without cash loading facility" means True Balance Wallet classified as Semi-closed system payment instruments issued by accepting minimum customer details being customer name, ID number of one of Officially Valid Documents specified in RBI guidelines (Driving License, Voter's ID, NREGA Job Card, Passport) date of birth, gender, email address, and OTP-verified mobile number, which permit payment and domestic money remittance as per RBI direction on Issuance and Operation of Prepaid Payment Instruments in India (Reserve

Bank) Directions, 2009 as amended and supplemented by the RBI from time to time. Existing Minimum KYC Wallets can be converted into this New category with Customer consent. It is not mandatory for these New Minimum KYC Wallet / Small PPI without cash loading facility to get converted into Full KYC Wallet within a period of 24 months from the date of issue, failing which no credit freeze applicable to such New Minimum KYC Wallet/ Small PPI without cash loading facility.

- “Full KYC Wallet” means True Balance Wallet which is KYC compliant and classified as Semi-closed system payment instruments which permit Person-to-Person transfer and payment to all identified Merchant as per RBI direction on Issuance and Operation of Prepaid Payment Instruments in India (Reserve Bank) Directions, as amended and supplemented by the RBI from time to time.
- “KYC” stands for Know Your Customer and refers to the various norms, rules, laws and statutes issued by RBI from time to time under which True Balance is required to procure personal identification details from the customer before any services can be delivered. Know your Customer (KYC) documents may be required by True Balance from the customer at the time of registration and/or on a later date, for the continuation of the True Balance Wallet.
- “Password” or “MPIN” means the secret password used to secure True Balance Wallet applications, without knowledge of which True Balance Wallet will not be operable

## 2. ELIGIBILITY

- Customer must be 18 years of age to use True Balance Wallet
- Customer must not be someone previously suspended or removed from the services by True Balance wallet.
- BHI reserve the right to terminate any account or use of True Balance Wallet if any information provided by Customer is false, fictitious, inaccurate, not current or incomplete, with or without notice

## 3. REGISTRATION TO USE SERVICES

- The Customer will be issued a user ID (unique identification issued by Balancehero or primarily his/her mobile number) and password (MPIN, or Mobile PIN) to access your account.
- The Customer must keep the password confidential and shall not share it with any other person as the customer is responsible for all activities on his/her account, whether or not he/she authorized it.
- In case of any unauthorized use of customer account or customer user id and password, please contact us at [cs@balancehero.com](mailto:cs@balancehero.com)

## 4. TRUEBALANCE WALLET

(A) Minimum KYC Wallet Features (*Discontinued*)

S. No.	Feature	Conditions
1.	Currency of Issue	Indian Rupees
2.	Maximum outstanding Balance	The maximum outstanding balance must not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) at any point in time

3.	Loading or Reloading of Funds	The total amount loaded or reloaded in the prepaid payment account during any given month shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) and the total amount loaded during the financial year shall not exceed INR 1,20,000/- (Indian Rupees One Lac Twenty Thousand Only)
4.	Debit from prepaid account	The total amount debited from the prepaid payment account during any given month shall not exceed INR 10,000/-(Indian Rupees Ten Thousand Only)
5.	Cash Withdrawal	Cash withdrawal of any amount from prepaid payment account is prohibited under RBI regulations.
6.	Validity Period	It shall have a minimum validity period of one year from the date of activation/issuance.
7.	Mandatory conversion to Full KYC Wallet	Minimum Wallet shall be converted to Full KYC* Wallet within a period of 24 (Twenty four) months from the date of activation/issuance of the Minimum KYC Wallet, failing which no further credit shall be allowed in such Minimum KYC Wallet.
8.	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the company shall make the Prepaid Payment Account inactive.
9.	Usage of the instrument	The instrument can be used only for purchase of goods and services. Fund transfer to other Freecharge Wallet(s) or to bank accounts is not permitted

(B) New Minimum KYC Wallet Feature

S. No.	Feature	Conditions
1.	Currency of Issue	Indian Rupees
2.	Maximum outstanding Balance	The maximum outstanding balance must not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) at any point in time
3.	Loading or Reloading of Funds	The total amount loaded or reloaded in the prepaid payment account during any given month shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) and the total amount loaded during the financial year shall not exceed INR 1,20,000/- (Indian One Lac Twenty Thousand Rupees Only)
4.	Debit from prepaid account	The total amount debited from the prepaid payment account during any given month shall not exceed INR 10,000/-(Indian Rupees Ten Thousand Only)
5.	Cash Withdrawal	Cash withdrawal of any amount from prepaid payment account is prohibited under RBI regulations.
6.	Validity Period	It shall have a minimum validity period of one year from the date of activation/issuance and the same will get extended basis the usage of the wallet by the customer The company may at its discretion close the wallet if it is not used for more than one year without any credit balance in it.
7.	Mandatory conversion to Full KYC Wallet	Not mandatory to convert these Minimum KYC wallets to Full KYC Wallets
8.	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the company shall make the Prepaid Payment Account inactive
9.	Usage of the instrument	The instrument can be used only for purchase of goods and services. Fund transfer to other Wallet(s) or to bank accounts is not permitted

(C) Full KYC Wallet Features

S. No.	Feature	Conditions
1.	Currency of Issue	Indian Rupees
2.	Loading or Reloading of Funds	The total credit amount lying at any point of time shall not exceed INR 1,00,000/- (Indian Rupees One Lac Only)
3.	Fund Transfer from Prepaid Account	(a) In case of pre-registered beneficiaries, the fund transfer limit shall not exceed INR 1,00,000/- (Indian Rupees One Lac Only) per month per beneficiary. (b) for all other cases, fund transfer limit shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) per month
4.	Cash Withdrawal	Cash withdrawal of any amount from prepaid payment account is prohibited under RBI regulations.
5.	Validity Period	It shall have a minimum validity period of one year from the date of activation/issuance. The company may at its discretion close the wallet if it is not used for more than a year without any credit balance in it.
6.	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the Bank shall make the Prepaid Payment Account inactive
7.	Usage of the instrument	The instrument can be used only for money transfer and purchase of goods and services

\*Note: KYC documentation shall be in line with the prevailing RBI guidelines on (KYC) Know your Customer.

Above parameters and limit capping is applicable as per the Master direction on issuance and operation of prepaid card instruments and subject to change as when new guidelines is issued by RBI.

## 5. GIFT INSTRUMENTS

- Maximum value of each instrument shall not exceed INR 10,000/- (Indian Rupees Ten Thousand only)
- Validity of unused gift instrument issued by Balancehero India Pvt Ltd is 1 (One) year from the date of issuance
- Balance Validity of Gift Instruments issued by Balancehero India Pvt Ltd is 1 (One) year from the date of last usage
- Gift Instruments is valid for purchase of products and transactions within the territory of India & under ecosystem of true balance app in Indian Rupees only
- No Cash withdrawal or cash remittance is permissible on Gift instruments
- Gift instruments will not be reloadable
- A customer can buy up to 50 Gift cards of INR 10,000 per day

## **6. DOCUMENTATION**

- The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and True Balance reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. True Balance reserves the right to discontinue services/reject applications for True Balance Wallet at any time if there are discrepancies in information and/or documentation provided by the customer.
- Any information provided to True Balance with the intention of securing True Balance Wallet shall vest with True Balance, and may be used by True Balance, for any purpose consistent with any applicable law or regulation, at its discretion.
- If the details provided by the customer in the KYC documents do not match with the details mentioned in the Enrollment Form, then True Balance has the right to forfeit the balance amount in your wallet

## **7. KYC COMPLIANCE**

- “KYC” stands for Know Your Customer and refers to the various norms, rules, laws and statutes issued by Reserve Bank of India from time to time
- True Balance Wallet is required to procure personal identification details from the customer before any services can be delivered and at the time of Registration and/ or on a later date, for availing and / or continuation of the True Balance Wallet
- The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and True Balance Wallet reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements
- BHIPL reserves the right to transfer part or all of customer Personal Information to third parties for authentication as required by applicable laws after obtaining your explicit consent
- The company reserves the right to discontinue services/reject applications for True Balance Wallet at any time if there are discrepancies in information and/or documentation provided by the customer
- Any information provided to us with the intention of securing True Balance Wallet shall vest with us, and may be used, for any purpose consistent with any applicable law or regulation, at its discretion
- If the details provided by the customer in the KYC documents do not match with the details mentioned in the KYC enrollment form, then BHIPL has the right to forfeit the balance amount in your wallet
- Subject to guidelines/notifications issued by RBI from time to time these limitations may be reviewed and modified at the discretion of BHIPL without prior notice

## **8. GENERAL CONDITIONS OF TRUE BALANCE WALLET**

- You will be able to use the True Balance Wallet Account for all services and transactions like recharges, bill payments, domestic money transfer, and merchant payments subject to guidelines/notifications issued by RBI from time to time, and specific features available may be reviewed and modified at discretion of BHIPL without prior notice.
- The maximum monetary value that can be stored at any point of time, transferred to another account, utilized in a month in True Balance Wallet Account shall be in accordance with RBI (Reserve Bank of India) and True Balance Wallet guidelines as applicable from time to time
- Subject to guidelines/notifications issued by RBI from time to time these limitations may be reviewed and modified at the discretion of True Balance Wallet without prior intimation to the Customer

- True Balance Wallet reserves the right to suspend/discontinue True Balance Wallet services to the customer at any time, for any cause, including, but not limited, to the following:
- For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of the terms and conditions mentioned in this document
- For any suspected discrepancy in the detail(s), documentation or KYC (Know Your Customer) details provided by the customer
- To combat potential fraud, use of abusive language, sabotage, willful destruction, threat to national security or for any other force majeure reasons
- If the same is due to technical failure, modification, upgrade, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons
- If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations
- If the mobile connection with which the customer's True Balance Wallet is related ceases to be operational or is not in his/her possession and direct control
- If True Balance Wallet believes, in its reasonable opinion, that cessation/suspension is necessary
- True Balance Wallet reserves the right to amend, modify, change, and/or terminate (collectively "Changes") the Terms and related applications, at any time in its sole discretion. The customer continued use of the services shall be deemed as acceptance of any such Changes
- As the customer is bound by such revisions, the customer should therefore check on the app, website or with the True Balance business partner channel through which customers are availing the service to review the current fees from time to time
- From time to time, BHIPL, at its sole discretion, can add to or delete Billers, Merchants
- The customer are issued, <Minimum KYC Wallet> immediately after successful registration. The customer account will be upgraded to a <Full KYC Wallet> after he/she submit his/her KYC documents at the time of registration or on a later date and the same are verified and approved by True Balance
- The Customer may note that withdrawing money from True Balance Wallet is not allowed. The outstanding balance stored on your True Balance Wallet shall NOT be refunded under ANY circumstances and must be utilized only to make payments for bona-fide transactions at merchant establishments and for person-to-person transfers or person-to-bank transfer, subject to guidelines/notifications issued by RBI from time to time.
- No interest will be payable by True Balance on the available balance reflected on the True Balance Wallet
- True Balance Wallet is not transferable
- The Customers are permitted to maintain and operate only one True Balance Wallet. Any suspected non-conformity with this requirement shall be just cause for the suspension/discontinuation of any/all Wallets associated with the customer by BHIPL

## **9. WALLET CHARGES & VALIDITY**

- The customer shall pay the service charges prescribed by True Balance Wallet in the form and manner prescribed for such payment
- True Balance Wallet may at its discretion, change, amend, increase, or reduce the service Charges without prior intimation to the customer
- Any value in the True Balance Wallet that is utilized towards making payments for any transaction shall be automatically debited from your True Balance Wallet
- BHI's responsibility is limited to the debiting of Customer's True Balance Wallet and the subsequent payment to any merchant establishment that might transact with
- BHI do not endorse, promote, or warrant any goods and/or services that might be availed or proposed to be availed using True Balance Wallet

- True Balance reserves the right to levy charges/ charge commission upon any amounts loaded upon customer True Balance Wallet or any amounts spent/utilized by the customer using True Balance Wallet
- True Balance Wallet reserves the right to set off any balance in the customer’s wallet in order to recover funds for transactions processed as per the customer request
- Charges pertaining to transactions shall be as applicable from time to time. The present charges are indicated below:

Nature of Transaction	Charges
Wallet Top-up	0
Money Transfer to Another TB Wallet	0
Money Transfer to Bank Account	3% fee
Mobile Recharge	0
Postpaid/Bill Payment	0
Merchant Payment	0

## 10. WALLET EXPIRY AND BALANCE FORFEITURE

- Wallet expiry and balance forfeiture will depend upon the inactive use of the customer wallet for a long period of time wherein True Balance Wallet reserves the rights to forfeit the amount in accordance with prevalent regulatory guidelines
- At present, True Balance does not expire the wallet or forfeits the balance amount in True Balance Wallet
- True Balance reserves the right to introduce a policy as per the applicable RBI guidelines for wallet expiration and balance forfeiture in future. The terms and conditions related to any such policy that may be introduced in the future will come into effect from the date that will be clearly indicated under the “Terms of Use” for Semi Closed Wallet

## 11. USER INFORMATION

### A. PERSONAL INFORMATION

Personal Information means and includes all information that can be linked to a specific individual or to identify any individual, such as:

- Full Name, Address, E-mail address, Mobile Number, Date of Birth, ID number of one of the Officially Valid Documents specified in RBI guidelines (Driving License, Voter’s ID, NREGA Job Card, Passport) and any proof of identity and/or address that BHI may request
- Details of any transactions that Customer carry out through our application using True Balance account and of the fulfillment of requests
- Details of any credit, debit or other card used for transactions
- Details of any bank account (including but not limited to, account holder/account name, account number and transaction history of the bank account), Tax certificates or any other income documents as necessitated by BHI



- Any correspondence sent by Customer to BHI
- Information from survey that is completed through the application, if any
- Customer participation in any promotion sponsored by BHI
- Call records between customer & BHI
- Information collected through cache
- Customer IP address, log-in times, operating system and browser type
- Details of visits to BHI mobile application including, but not limited to, Traffic Data, Location Data, Weblogs and other communication data, whether this is required for BHI's own billing purposes or otherwise and the resources that access whilst visiting our mobile application

#### B. INFORMATION COLLECTED BY MERCHANTS

True Balance Wallet shall engage independent merchants to provide certain services and products. Access to any of personal information by these merchants is limited to the information reasonably necessary in order for the merchants to perform their limited services for us. The company also insist that these merchants protect the customers personal information in a manner consistent with this Privacy Policy and that the merchants shall not use or disclose personal information for any purpose other than providing us with the products or services for which the company has contracted. The company will not sell, distribute or lease personal information to merchants unless:

- Required by law such as to comply with a subpoena, or similar legal process. To the extent the company is legally permitted to do so, the company will take commercially reasonable steps to notify customer in the event that it is e required to provide personal information to merchants as part of legal process
- When the company believes in good faith that disclosure is necessary to protect our rights, protect Customer's safety or the safety of others, investigate fraud or respond to a written government request
- If True Balance Wallet becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, the company will provide notice before personal identification information becomes subject to a different privacy statement
- To any other Merchant with prior consent to do so

#### C. USE OF PERSONAL INFORMATION

The company use personal information to provide customer with services & products explicitly requested for, like the following:

- To carry out instructions for making and/or receiving payments and undertake transactions using our services, including verifying that customer have sufficient funds in True Balance Wallet to make such payments
- To operate and administer True Balance account for providing services that have requested
- To notify about changes to our service(s)
- To comply with financial services regulations including retention of financial information and transactions
- For customer service, including answering questions and responding to feedback and complaints
- To provide customer with information, products or services that customer request from us
- To allow customer to participate in interactive features of the mobile application
- To improve internal customer training
- For financial and identity checks, fraud prevention checks, anti-money laundering and credit checks
- To send offers, based on previous orders, transactions pattern and interests. Basis the customer consent , the information will be shared with third parties(NBFCs etc.)

#### D. RETENTION OF DATA

True Balance is required, under applicable laws, to retain certain records for a period as suggested by regulatory authorities even after closure of True Balance Wallet account, which will include personal data such as name, contact details, customer number and transaction history. Other than

mentioned, the company will delete and destroy all personal Information that the company hold about customer when customer (or the company) terminate the r True Balance account.The company do not store online banking login PIN, TAN and/or password. Please note that the company will not store credit card information.

#### E. TRANSFER OF INFORMATION

- BHI may share Personal Information with third parties to provide the customer u with services that the company offer through True Balance Wallet, authenticate your identity, conduct quality assurance testing, facilitate creation of accounts, provide technical and customer support, or provide specific services, such as synchronization of the customer's contacts with other software applications, in accordance with the customer's instructions. These third parties are required not to use personal information other than to provide the services requested by the customer
- BHI may share personal information with its subsidiaries, joint ventures, or other companies under a common control that it may have now or in the future, in which case it will require them to honour this Privacy Policy. If another company acquires our company or our assets, that company will possess personal information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy
- BHI may disclose personal information to third parties in a good faith belief that such disclosure is reasonably necessary to –
  - take action regarding suspected illegal activities
  - Enforce or apply our Terms of use and Privacy Policy
  - Comply with legal process, such as a search warrant, subpoena, statute, or court order
  - Protect our rights, reputation, and property, or that of our users, affiliates, or the public
  - To avail third party products if the customer evinces interest.

## 12. PROHIBITED SERVICES

The customer hereby agrees not to:

- Use the services for any purposes other than to purchase recharge of Telcos, pay postpaid bill, and pay for DTH/utility bills and/or to access the services in accordance with these Terms and Conditions and as such services offered by BHIPL
- Infringe the company's or any third party's intellectual property rights, rights of publicity or privacy
- Use of the services by customers below the age of eighteen (18) years and fit to contract under the applicable laws in India for the time being in force
- Post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person
- Post or transmit any message, data, image or program which is pornographic in nature
- Refuse to cooperate in an investigation or provide confirmation of the customer's your identity or any other information provided to BHIPL
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the services and the Site or features that enforce limitations on the use of the services
- Use the services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the services in an automated manner
- Interfere or disrupt this site or networks connected to this site
- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network
- Use any device, software or routine to bypass the site's robot exclusion headers, or interfere or attempt to interfere, with the services
- Breach this Agreement or any other BHIPL agreement or policy
- Use the site to collect or obtain personal information, including without limitation, financial information, about other users of the Site

- Use the services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to BHIPL, a third party or the customer
- Use the services in a manner that BHIPL reasonably believe to be an abuse or a violation of payment network rules
- Take any action that may cause BHIPL to lose any of the services from its service providers, Telco's, payment processors or other suppliers
- Send automated request of any kind to the site's system without express permission in advance from BHIPL

### **13. CUSTOMER COMMUNICATIONS**

- All customers will be mandatorily registered for SMS alerts. Additionally, customers may opt to register for email alerts and notifications
- True Balance will send all customer communications by SMS/in-app notifications/ email and such communication will be deemed to have been received by the customer after they have been submitted for delivery. The customer agrees to receive all commercial message including transactional messages from BHIP

### **14. EXCLUSION OF WARRANTIES**

- The use of the services will meet the customer requirements
- Use of the services will be uninterrupted, timely, operational at any particular time or free from error
- Any liability for any information that may have become outdated since the last time the particular piece of information was updated
- All or any warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement

### **15. ACCEPTANCE OF TERMS**

- By accepting the Terms, the customer understand and agree that True Balance Wallet will treat his/her use of the services such as the customer use of prepaid mobile/DTH recharge, purchase regarding bill payment or money transfer or other services which may be added from time to time (all such services are individually or collectively are referred as service or services) in BHI mobile application and/or on the website [www.truebalance.io](http://www.truebalance.io)
- The customer specifically agree, that in order to facilitate the provision of True Balance Wallet, it may be required to disclose any information or particulars pertaining to the customer to any authority, statutory or otherwise. Privacy of communication is subject to the terms of the certificate of authorization granted by the RBI and RBI notifications/directives etc.
- BHI, or our licensors, own all right, title and interest, including, but not limited to the usage, all copyright, trademark, patent, trade secret or other proprietary rights ("IP rights") in and to the app, alternatively also referred to as the platform. The customer will not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use the App/Website, the platform or any of the IP rights, or attempt to reverse engineer, decompile, disassemble, or derive the source code for the platform or use the platform or website to create a competing product.
- True Balance Wallet is owned by BHIPL. Unauthorized use is strictly prohibited as True Balance Wallet is a platform owned by BHIPL. Hence all the rights, benefits, liabilities & obligations under

the following terms & conditions will accrue to the benefit of BHIPL. All rights are expressly reserved to True Balance Wallet, in turn to BHIPL.

- The customer acknowledges that True Balance Wallet is a facilitator for mobile recharges and other services and is not liable for any 3rd party products and services available on the application with respect to rates, quality, and all other instances. The customer expressly understands and agrees that his/her use of the services and application is at customer's sole risk and the services are provided "as is" and "as available". The customer will not hold BHIPL liable for any discrepancy in the third-party products. It is customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the internet generally.
- Any material downloaded or otherwise obtained through the use of the services is done at the customer's own discretion and risk and that the customer will be solely responsible for any damage to customer's device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the customer from BHIPL or through or from the services will create any warranty not expressly stated in the Terms.
- BHI reserves the right to mark Lien in True balance wallet/Gift card/Account in case of any liability arises due to dual payments, transaction success but refund or any other refund due to technical issues
- Notwithstanding anything to the contrary herein, neither BHIPL, nor its affiliated companies, subsidiaries, employees, Directors or any related party will have any liability to users or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these terms, even if any of the said parties had been advised of, knew of, or should have known of the possibility of such damages. To the extent permitted by law, our maximum aggregate liability to the customer for any causes whatsoever, and regardless of the form of action, will at all times be limited to the transaction value.

By accepting the Terms, customers authorize BHI to hold, receive, disburse and settle funds on customer's behalf. Customer's authorization will remain in full force and effect until his/her True Balance Wallet account is closed or terminated.

## **16. DISCLAIMER**

All sales are final with no refund or exchange permitted for transactions performed by the customer on the Application. The customer is responsible for the information he/she provide for purchase and all charges that result from those purchases. Balancehero India Pvt. Ltd. is not responsible for any purchase of incorrect information provided. If in a transaction performed by the customer on the application, money has been charged to the customer's True Balance wallet, credit/debit card or bank account and a recharge/bill payment/benefit is not delivered within two hours of customers completion of the transaction then the customer may inform BHI by sending an email to BHI customer services email address as mentioned. True Balance Wallet will investigate the incident and if it is found that money was charged to the customer's r True Balance wallet, credit/debit card or bank account without delivery of the recharge/ bill payment/benefit then the customer will be refunded the money within 7 working days from the date of receipt of email from the customer. All refunds will be credited to his/her True Balance Wallet account.

## **17. LEGAL DISPUTE RESOLUTION**

The Terms will be governed by and construed in accordance with the laws of India. The customer agrees that any legal action or proceedings arising out of these Terms may be brought exclusively in the competent courts or tribunals having jurisdiction in Gurgaon, Haryana, India and irrevocably

submit themselves to the jurisdiction of such courts or tribunals. True Balance Wallet may elect to resolve any controversy or claim arising out of or relating to these Terms or application by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Gurgaon, Haryana, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The language of arbitration will be English.