

# **Terms of Usage**

Quick Pay offers services, which includes the recharge services & sale of subscription of various telecom operators and any other features, content, or applications (collectively called "Services") from time to time to its registered users. By visiting or accessing our "Services", the "User" (which means registered user as well as visitor) agrees to be bound by the following terms and conditions and "User" acceptance of this agreement is reaffirmed each time "User" accesses the service.

Quick Pay reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. The "User" shall re-visit the 'Terms of Use' link from time to time to stay abreast of any changes that Quick Pay may introduce.

## **Eligibility**

The "User" shall be at least 18 years of age or over to register and avail the services of Quick Pay. "User" represents and warrants that he/she has the right, authority, and capacity to enter into this Agreement and to abide by all of the terms of usage of this Agreement. The "User" shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

Quick Pay may terminate the registration of the "User", and any content or information that "User" has posted on Quick Pay and/or prohibit "User" from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason including the reasons stated above, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18 years of age.

## **Registration**

The "User" shall agree to provide true, accurate and current information about him/her, as prompted by the registration form of Quick Pay. The "User" shall agree to maintain the security of his/her password and identification; maintain and promptly update the Registration Data, and any other information the "User" provides to the Quick Pay, to keep it accurate, current and complete; and shall be fully responsible for all use of account and for any actions that take place using the "User" account.

The "User" agrees to receive transaction related SMSs from the "Site".

The "User" agrees to receive newsletters, information & transaction related Emails from the Quick Pay.

The "User" acknowledges that registration does not guarantee continued or continuous service and also acknowledges that Quick Pay may terminate the registration at any point of time with or without notice.

Quick Pay reserves the right to delete any information and to refuse any and all future use, if it suspects that the information provided by the "User" is false and inaccurate.

While registering, the user will choose a password and is responsible for maintaining the confidentiality of the password and account. The user is fully responsible for all activities that occur while using their password or account. It is the duty of the user to notify Quick Pay immediately of any unauthorized use of their password or account or any other breach of security. Quick Pay will not be liable for any loss that may be incurred by the user as a result of unauthorized use of their password or account, either with or without their knowledge.

## **Standard of User Conduct**

The "User" shall understand that all content (information, data, text, photographs, videos, music, graphics and/or other materials) hosted/viewed on Quick Pay are the sole responsibility of the "User" from whom such content originated.

MRECHARGE does not guarantee the accuracy, integrity and quality of such contents. The "User" must also **understand that it is possible for him/her to receive contents that is offensive, objectionable or indecent. Quick Pay will not be liable for any error or any negative effect/result of such content whatsoever.**

The "User" represents, warrants and agrees that no materials of any kind submitted through "User" account or otherwise posted or shared by "User" through Quick Pay will violate or infringe upon the rights of any third party, including copyright, trademark,

privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material.

The "User" further agrees that he/she shall not use the Service in any unlawful manner or in any other manner that could damage, disable, overburden, impair or disrupt the service, servers, system, site or networks connected to the service.

Users shall recognize that they have the responsibility of evaluating and bearing the risks associated with the content's (that is shared and used) reliability accuracy usefulness, purpose and comprehensiveness. Consequently, users shall understand that they cannot entirely depend on the data displayed on Quick Pay.

The "User" expressly and impliedly agrees not to use the services to:

- Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially or ethnically or otherwise objectionable;
- Upload, post, email, transmit or otherwise make available any content that is or likely to cause/affect/violate the rights of any party with respect to religious sentiments, secular credentials, communal harmony, peace, integrity of a nation, or that would otherwise create liability or violate any local, state, national or international law;
- Impersonate any person or entity; - Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content listed on Quick Pay
- Upload, post, email, transmit or otherwise make available any content that the "User" does not have a right to make available under any law or under contractual relationship (such as inside information, proprietary and confidential information, learned or disclosed as part of non-disclosure agreements);
- Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offence;
- Upload, post, transmit, share, store or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects the other user's ability to engage in real time exchanges;
- Upload, post, transmit, share, store or otherwise make available content that is likely to cause or damage the computer, computer system, site, server and services;
- Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service;
- Intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;

### **Limited Use**

The "User" agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of this Service. For the removal of doubt, it is clarified that the Website is not for commercial use but is specifically meant for personal use only. The "User" agrees not to use the services of the Site for value of more than Rs.65,000 (Rupees Sixty Five Thousand Only) Indian Rupee in any given day.

### **Information Technology Act & Indian Laws**

The "User" agrees and undertakes to abide by the provisions of Information Technology Act and/or any other laws/rules/regulations of India. The User impliedly and expressly undertakes to submit to the jurisdiction of enforcing/statutory authorities for any violation of the IT act and other laws.

### **Proprietary Rights**

All the Content on Quick Pay whether text, graphics, pictures, video etc. their selection and arrangement are the proprietary property of Quick Pay, its Users or its licensors with all rights reserved. Any use of Quick Pay other than as specifically authorized herein, without the prior written permission, is strictly prohibited and will terminate the registration granted herein.

## **Termination**

The User should agree that Quick Pay, at its sole discretion, may terminate the account, password or use of the service, for any reason or if Quick Pay believes that the user has violated or has acted inconsistently with the spirit of Terms of Usage. Quick Pay also at its sole discretion and at any time may discontinue providing the service, with or without notice. Upon termination, user's right to use Quick Pay immediately ceases. Further, the user must agree that Quick Pay shall not be liable to anyone for any termination of User access to the service.

## **Indemnity**

The User agrees to indemnify and hold Quick Pay, its subsidiaries, directors, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of the Content that the User submits, posts, transmits or otherwise makes available through the Service, the use of the Service, the connection to the Service, the violation of this Agreement, or the violation of any rights of another or any violation of any applicable law or any breach of your representations and warranties set forth above.

## **Limitation of Liability**

Quick Pay is not to be held liable for special, consequential, incidental, indirect or punitive loss, damage or expenses, data, loss of facilities, or equipment or the cost of recreating lost data regardless of whether arising out of a breach of contract, warranty, tort, strict liability or otherwise. The User shall agree that Quick Pay shall not be liable for any damage, monetary loss resulting from transactions resulting to the damage of the User's reputation resulting from bogus entries.

## **Links to third-party sites**

MRECHARGE contains links to third party sites. The linked sites are not under the control of Quick Pay and Quick Pay is not responsible for the contents of any linked site or any link contained in the linked site. Quick Pay provides these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site by Quick Pay.

If Quick Pay contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities (collectively "Forums"), User agrees to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By the way of example, and not as a limitation, User agrees that when using a Forum, User shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of Privacy and publicity) of others.
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- Upload or attach files that contain software or other material protected by Intellectual Property Laws (or by rights of Privacy and Publicity) unless "User" owns or controls the rights thereto or have received all necessary consents.
- Upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Delete any author attributions, legal notices or Proprietary designation or labels in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters.
- Download any file posted by other user of a Forum that the "User" may know, or reasonably should know, cannot be legally disturbed in such manner.

The "User" acknowledges that all Forums or Discussion Groups are public not private communication. Further, "User" acknowledges that chats, postings, conferences, emails and other communication by other users are not endorsed by MRECHARGE and such communication shall not be considered reviewed, screened, or approved by MRECHARGE. MRECHARGE reserves the right for any reason to remove without notice any content of the Forums received from users, including without limitation email and bulletin board postings.

## **Copyrights and Trademark Information**

Quick Pay's name is the property of their respective holders. The trademarks and logos may not be used in any manner without the expressed approval of all or any content featured on Quick Pay. The logos, banners and the like are trademarks of Quick Pay. Without Quick Pay's permission, the user agrees not to display or use these in any manner.

Quick Pay respects the intellectual property of others. Quick Pay expects the user to do the same. If the user believes that his/her intellectual property rights have been violated please inform Quick Pay authorities immediately and provide the following information:

- a. a description of the copyright that user or owner claim has been infringed;
- b. a description where the material is located on the site;
- c. complete name, address, telephone number and email address of the owner of the copyrighted material;
- d. signature, sent electronically or physically, of the person authorized to act on behalf of the owner of the copyright;
- e. a statement by the user or owner that he/she firmly believes that the disputed use is not authorized by the copyright owner;
- f. a statement, made under penalty of perjury, that all the given information are true and accurate and that he/she is the copyright owner or the one authorized to act on behalf of the copyright owner.

### **QuickPay Vault**

1. During the transaction the user will have the option to store his credit/debit card details in a PCI DSS secured Vault, QuickPay, to quickly pay for their subsequent transactions. The card details will be completely secure.
2. The user will have an option to delete his card details from QuickPay Vault. Follow these steps to delete your card details from QuickPay:
  - a. On payment page, select applicable QuickPay option under 'select payment' section & then select 'provider/bank' under which you have stored your card details
  - b. On next page, select 'Manage this card'
  - c. Choose 'Remove/Delete' option to delete your card details
3. Rechargeitnow retains the right to transfer QuickPay Vault credential including user's card details from one PCI DSS compliant service provider to another.

### **Recharge Plans**

Note:

- MRP shown above includes service tax & education cess at the current rates.
- the tariff plans are subject to change by the service provider.
- plans have been provided for information purposes only. RechargeItNow does not take any responsibility in case these have been changed by the service provider.

### **Changes to the Terms of Usage**

Quick Pay may amend its Terms of Usage at any time, at its sole discretion. If there is any change made to the Terms of Usage they will be notified to the User by posting an announcement on Quick Pay so that the User is always aware of the update from time to time. The User is responsible for regularly reviewing the Terms of Service so that he/she is apprised of any changes.

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