

TERMS AND CONDITIONS OF SERVICE FOR CUSTOMERS FOR USING MAKash PPI WALLET, AADHAAR AND PAN AUTHENTICATION FROM MANAPPURAM FINANCE LTD.

Please read the following terms and conditions carefully before registering, accessing, browsing, downloading or using the Site (defined below)

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules made there under and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. By accessing or using the Site or by using the Service (defined below), you agree to be bound by the terms and conditions set forth below including any additional guidelines and future modifications. You are hereby confirm to have read, understood and will be bound to/ abide by the Terms and Conditions of account opening and the general terms applicable to account as available on MAFIL PPI wallet website at www.manappuramdigital.com. Once an account is opened, the terms and conditions listed as under shall also apply, as per the product selected by the customer. If at any time you do not agree to these terms and conditions or do not wish to be bound by the below mentioned terms and conditions you may stop accessing or using the site and immediately terminate your usage of the services.

1. Definitions

- a. "Customer" "or" "you" means a person who has registered with MAFIL for availing the MAKash Wallet and who has accepted these Terms and Conditions and, owns/operates/has access to an internet compatible device that supports the MAKash Wallet.
- b. "We, Us, Our "means Manappuram Finance Limited.
- c. "MAFIL" means Manappuram Finance Limited, a Non-Banking Financial Company, incorporated under the provisions of the Companies Act, 1956, as amended from time to time, having its Corporate Office at IV / 470 (old) W638A (New), Manappuram House, Valapad, Thrissur, Kerala, India - 680 567
- d. "MAKash Wallet" means the pre-paid payment instrument issued by MAFIL including Basic Account and Prime Account.
- e. "Charge(s)" or "Service Charge" shall mean the charges which MAFIL may be levied upon you in consideration for subscribing to the MAKash Wallet.

- f. "Person-to-Person Transfer" refers to a facility to transfer funds from a MAKash Wallet to any other MAKash Wallet issued by MAFIL or to any savings or current bank account.
- g. "Merchant Establishment" shall mean and include physical Merchants, remote Merchants and any other outlet that has been authorized by MAFIL to accept payment using MAKash Wallet.
- h. "Enrolment Form" shall mean the MAKash Wallet Enrolment Form, as is required by MAFIL from the Customer at the time of Registration for availing and / or continuation of the MAKash Wallet.
- i. "Basic Account" means Customer MAKash Wallet classified as Semi-closed system payment instruments issued by obtaining minimum details from the customer, such as, mobile number verified with OTP, self-declaration of name, e mail id and unique identification number of any of the 'officially valid document' as mandated under PML Rules/RBI directions/any other statutory body, from time to time. The type/nature of transactions under such wallets issued by obtaining minimum details from customers will be restricted to those permitted by RBI, from time to time, for such category of semi-closed prepaid instruments .
- j. "Prime Account" means Customer MAKash 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 Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 as amended and supplemented by the RBI from time to time.
- k. "KYC" stands for Know your Customer and refers to the various directions issued by RBI, the PMLA Act (Prevention of Money Laundering Act, 2002) and the rules framed thereunder, as amended and supplemented from time to time, under which MAFIL 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 MAFIL from the Customer at the time of Registration and/ or on a later date, for availing and / or continuation of the MAKash Wallet.
- l. "Password" means the secret password used to secure MAKash Wallet applications, without knowledge of which your MAKash Wallet will not be operable.

- m. "Transaction" means Person-to-person transfer or purchase of goods or services at Merchant establishments or equivalent amount of money-in MAKash Wallet, if goods or services not available.
- n. "Person-to-bank transfer" refers to a facility to transfer funds from a MAKash Wallet to any Bank Account.
- o. "RBI" means the Reserve Bank of India.

2. Interpretation

- a. References to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment thereof for the time being in force, and to all statutory instruments or orders made pursuant to such statutory provisions;
- b. The headings of the various clauses in these User Terms are only for quick reference and identification and are not to be taken as a statement of content of the clauses there under. They shall not be capable of restricting or otherwise altering the provisions and interpretations contained in the various terms of these User Terms;
- c. The singular includes the plural and vice versa, and words importing a gender include other genders.
- d. References to the words "include" or "including" shall be construed without limitation;
- e. References to these User Terms or to any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may, from time to time, be amended, varied or supplemented.
- f. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assigns. Similarly, any reference to a juristic person such as MAFIL will, unless repugnant to the context, include its affiliates, successors and permitted assigns.
- g. Throughout these User Terms, "Our prior written consent" means a communication coming from MAFIL authorized representative, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization.

3. Eligibility and Registration to Use the Services

- a. You must be 18 years old to use MAKash Wallet. You must be an authorized representative with the authority to bind that company or entity to these Terms. You agree to provide accurate, current and complete information about yourself or your company as prompted by our registration form (including your email address) and maintain and update your information (including your email address) to keep it accurate, current and complete. We reserve the right to terminate any account or your use of the Site or the Platform/Network if any information provided by you is false, fictitious, inaccurate, not current or incomplete, with or without notice to you.
- b. You will be issued a user id and password to access your account. You must keep the password confidential and should not share it with any other person. You are responsible for all activities in your account, whether or not authorized by you. However, if you become aware of any unauthorized use of your account or your user id and password, please contact us immediately.

4. Documentation

- a. The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and MAFIL reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. MAFIL reserves the right to discontinue services/ reject applications for MAKash Wallet at any time if there are discrepancies in information and/or documentation provided by you.
- b. Any information provided to MAFIL with the intention of securing MAKash Wallet shall vest with MAFIL, and may be used by MAFIL, for any purpose consistent with any applicable law or regulation, at its discretion.
- c. If the particulars in the KYC documents provided by you for opening/migrating to a prime account do not match with the details mentioned in the Enrolment Form, then the customer can transfer the fund to his own bank account (duly verified by the MAFIL) after complying with KYC requirements of the customer or transfer the funds 'back to source' (payment source from where the PPI was loaded) or utilize the money within 30days. No further loading of the wallet would be allowed till the specified KYC documents are submitted.

5. General Conditions of using MAKash Wallet

- a. You will be issued, Basic Account immediately after successful registration. Your account will be upgraded to a Prime Account after you submit your KYC documents at the time of registration itself or on a later date and the same are verified and approved by MAFIL. MAKash Wallet Prime Account Services shall ordinarily be activated within twenty-one (21) working days of receipt and verification of the associated documentation. For detailed features, registration process, documentation processes, KYC requirements, permitted Transactions, Service discontinuation procedure and other related details relating to the above mentioned Services, please refer:**www.manappuramdigital.com**.
- b. You may recharge your MAKash Wallet through any of the methods mentioned at **www.manappuramdigital.com**. The list of recharge outlets and methods of recharging MAKash Wallet are subject to change at the discretion of MAFIL without prior intimation to the Customer.
- c. You may note that withdrawing money from MAKash Wallet is not allowed. Any outstanding credit in MAKash Wallet must be utilized only to make payments for bonafide transactions at Merchant Establishments and Person-to-person transfers or Person to-bank transfer. The customer may also note that such Person-to-person transfers or Person to-bank transfer shall only be permitted to pre-registered beneficiary accounts and post the cooling period as fixed by MAFIL from time to time.
- d. MAKash Wallet are available only to resident Indians who have attained the age of 18 years and are competent to enter into a contract as per the extant directions in place.
- e. MAKash Wallet are not transferable.
- f. MAKash Wallet key requirements/features.

	Limited KYC services/Basic Account	Full KYC services/Prime Account
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Document	Officially valid document number needed at time of self-registration. (E.g Passport, Driving Licence, PAN, Voter ID card)	KYC via MAFIL branch. Officially valid documents - Proof of Identity & Address needed along with recent photograph and PAN
Registration time	Instant	Instant
Registration Fee	Nil	Nil
Wallet	MAFIL branch or Self via Credit/debit card & net banking	
Load Facility		
Service Allowed	Merchant payments	Merchant payments & Domestic Money Transfer
Wallet Load Limits	During any month shall not exceed Rs.10,000/- and the total amount loaded during the financial year shall not exceed Rs.1,00,000/-.	INR 1,00,000 / Month.
Cash Loading at Branch	Rs.50,000/- per month subject to overall limit of the wallet type & limit	

Domestic Money Transfer Limits	The Domestic Money transfer limits from Wallet to Bank and Wallet to Wallet restricted to Rs.10,000/- per month. May vary as per MAFIL security policy from time to time.	
	In case of pre-registered beneficiaries, the funds transfer limit restricted to d	

		Rs.1,00,000/- per month per beneficiary
Cooling Period for Domestic Money Transfer	Cooling period for domestic money transfer post wallet creation, load and beneficiary addition shall apply as mandated by RBI from time to time.	
Transaction / convenience charges	Please refer <u>Home_More_T.Fees / Limits</u> section below on MA Kash customer Application for updated charges. Service charges if any shall also be displayed before each transaction	

May vary as per regulatory norms, mandates and security practices from time to time

7. MAFIL reserves the right to suspend/discontinue MAKash Wallet Services to you at any time, for any cause, including, but not limited, to the following after giving due intimation to the customer.
 - a. 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
 - b. For any suspected discrepancy in the particular(s), documentation or Enrolment Form provided by you;
 - c. To combat potential fraud, sabotage, wilful destruction, threat to national security or for any other force majeure reasons etc;
 - d. If the same is due to technical failure, modification, up gradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons.
 - e. If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;

- f. If the mobile connection with which your MAKash Wallet is related ceases to be operational or in your possession or control.
 - g. If MAFIL believes, in its reasonable opinion, that cessation/suspension is necessary.
7. The value stored on your MAKash Wallet shall NOT be refunded under ANY circumstances and may only be utilized to make payments for bonafide transactions at merchant establishments and Person-to-person transfer or Person-to-bank transfer. No interest will be payable by MAFIL on the outstanding balance available in the MAKash Wallet.
8. You are permitted to maintain and operate only one MAKash Wallet. Any suspected nonconformity with this requirement shall be just cause for the suspension/ discontinuation of any/all Wallets associated with you by MAFIL.

6. Wallet Charges & Validity

- a. You shall pay the Service Charges prescribed by MAFIL in the form and manner prescribed for such payment. MAFIL may at its discretion, change, amend, increase, or reduce the Service Charges after due intimation to the Customer.
- b. Any value in your MAKash Wallet that is utilized towards making payments for any Transaction shall be automatically debited from your MAKash Wallet. MAFIL's responsibility is limited to the debiting of your MAKash Wallet and the subsequent payment to any Merchant Establishment that you might transact with. MAFIL does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using MAKash Wallet.

MAFIL reserves the right to levy charges/ charge commission from time to time as per the published Fee Structure in the website, upon any amounts loaded in your MAFIL Wallet or any amounts spent/ utilized by you using MAKash Wallet. This charge is on total amount being deducted and not on the amount being transferred.

- c.
- d. MAFIL reserves the right to set off any balance in your Wallet in order to recover funds for transactions processed as per your request.

7. Wallet Expiry and Balance Forfeiture

- a. At present, MAFIL do not specify any expiry period for the wallet or forfeit the balance amount in MAKash Wallet
- b. MAFIL 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 we may introduce in the future will come into effect from the date that will be clearly indicated under the “Terms of Use” for Semi Closed Wallet.

8. Customer Obligations

- a. MAKash Wallet availability is subject to the maintenance of an active mobile phone or internet connection with an associated telecom provider. MAKash Wallet availability is subject to the maintenance of a mobile phone handset and other application on which the Services can be run and the Customer is solely responsible for all liability arising from the unavailability of Services due to a mobile handset or internet service provider not supporting any MAKash Wallet channel or application.
- b. You must ensure the availability of sufficient funds before executing any Transaction from your MAKash Wallet.
- c. You shall be solely responsible for the confidentiality, safety and security of the Password. You shall be the sole owner of the Password and shall be responsible for the consequences arising out of disclosure of the Password and/or the unauthorized use of MAKash Wallet. In case the Password is lost or misplaced, you shall promptly inform MAFIL by calling at the customer care numbers where after the Password will be barred and a new Password will be issued to you after necessary validation. In case the mobile phone/ SIM card associated with your MAKash Wallet is lost/stolen/misplaced/ no longer in your control, you shall promptly inform MAFIL. MAFIL will upon receipt of such information block the relevant account.
- d. You shall only use MAKash Wallet for all Transactions with the specific Merchant Establishment for the products/services available therein. The list of Merchant Establishments is available at www.manappuramdigital.com and is subject to change at MAFIL’s discretion without prior intimation.
- e. You shall intimate MAFIL about change in your address, if any, in writing along with such stipulated KYC documents as proof of address.

- f. You shall not use MAKash Wallet for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, MAFIL policy or public policy or for any purpose that might negatively prejudice the goodwill of MAFIL.
- g. You acknowledge and understand that MAKash Wallet is linked to your mobile phone number and you shall be solely responsible for any liability arising out of the loss/ theft / misuse of the mobile phone number or deactivation of mobile connection by the concerned telecom service provider, in respect of the Services.
- h. Information submitted by you for availing MAKash Wallet and/or information submitted while using MAKash Wallet may be shared with third parties by MAFIL, inter alia, to facilitate the provision of MAKash Wallet.
- i. You shall ensure that the Services are not used for Transactions in foreign currency. MAKash Wallet is issued & shall be valid only in India and shall be used at Merchant Establishments only in India.
- j. Without limiting the foregoing, you agree that you will not use the MAFIL Web Site (**www.manappuramdigital.com**) to undertake any of the following actions or display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
 - 1. Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, 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;
 - 2. Infringes any patent, trademark, copyright or other proprietary rights;
 - 3. contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
 - 4. Advertises or offers to sell any goods or services for any commercial purpose;

5. Is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
7. Violates any law for the time being in force;
8. Belongs to another person to which you do not have any right to;
9. Interferes with or disrupts MAKash 's websites, servers, or networks;
10. Impersonate any other person;
11. Harm minors in any way;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate your presence on its websites;
13. Engage in any illegal activities;
14. Threatens the unity, integrity, defence, 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 the investigation of any offence or insults any other nation.

9. MAKash Wallet RECHARGES

We are a Reseller Only. MAFIL does not provide mobile service and is only a reseller of prepaid mobile services by telecommunications service providers or the providers of such prepaid recharge (the 'Telco' or 'Telcos' or 'MNO' or 'MNOs') or other distributors or aggregators of such Telco's. MAFIL is not a warrantor, insurer, or guarantor of the services to be provided by the Telco's. Recharge sold by us to you is sold without recourse against us for any breach of contract by the Telco. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Recharge purchased must be handled directly between You (or the recipient of the Recharge) and the Telco.

10. BILL PAYMENTS

- a. In order to use the Service, you may need to obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must have all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.
- b. MAFIL and/or the MAFIL business partner reserves the right to charge and recover from the User, fees for availing the Services. These charges shall be effective from the time they are posted on to the MAFIL Website or over the MAFIL business partner channel through which you are availing the Service. You are bound by such revisions and should therefore visit the MAFIL Website or check with the MAFIL business partner channel through which you are availing the Service to review the current fees from time to time. In the event you stop or seek a reversal of the Payment Instructions as may have been submitted, MAFIL shall be entitled to charge and recover from you and you shall be liable to pay such charges to the Bill Payment Service as may be decided by MAFIL. These charges shall be charged on to your designated Payment Account or in any other manner as may be decided by MAFIL.
- c. MAFIL offers a convenient and secure way to make payments towards identified Biller(s) using a valid Payment Account.
- d. Depending upon the MAFIL business partner through whom the Service is availed by you:
 - i. the specific features of the Service may differ
 - ii. the number of Billers available over the Service can differ
 - iii. the type and range of Payment Accounts that can be used to issue a Payment Instruction can differ and
 - iv. the modes/devices over which the Service can be accessed can differ; and
 - v. the charges, fees for availing the Service or any aspect of the Service can differ. Specific details related to these aspects would be available with the MAFIL business partner or the channel over which the Service is being availed.

- a. From time to time, MAFIL, at its sole discretion, can add to or delete from such list of Billers or types of Payment Accounts that can be used in respect of making payments to a Biller. In any event (i) the type and range of Payment Accounts that can be used for making payments may differ for each Biller depending on Biller specifications (ii) there may be an additional fees/charge when using certain types of Payment Accounts in respect of a Biller; and (iii) the terms upon which a payment can be made to a Biller can differ depending on whether a Card or a Bank Account is used to issue the Payment Instruction. Further depending on the specific facilities allowed by a MAFIL business partner, payments to a Biller can be made either (a) by issuing a Payment Instruction for an online debit/charge to a Payment Account; or (b) by scheduling an automated debit to a Payment Account.

11. In using the Bill Payment Service, you agree to:

1. Provide true, accurate, current and complete information about yourself ("Registration Data"), your Payment Account details ("Payment Data"), your Biller details ("Biller Data")
2. Maintain and promptly update the Registration Data, Payment Data and Biller Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MAFIL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MAFIL has the right to suspend or terminate your account and refuse

any and all current or future use of the Service (or any portion thereof). The term biller includes telecom operators.

3. MAFIL assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:
 - a. If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid and delayed.
 - b. If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
 - c. If the funds available in the Payment Account are under any encumbrance or charge.
 - d. If your Bank or the NCC refuses or delays honouring the Payment Instruction(s)

- e. If payment is not processed by biller upon receipt.
 - f. Circumstances beyond the control of MAFIL (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems or net failure, computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force)
1. In case the bill payment is not effected for any reason, you will be intimated about the failed payment by an e-mail and sms
 2. NOTWITHSTANDING ANYTHING TO THE CONTRARY, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER LIABILITY ARISES DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, VIOLATION OF STATUTE, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR USING THE PORTION OF THE SERVICES OR THE SITE GIVING RISE TO THE CAUSE OF ACTION OR FIVE THOUSAND RUPEES (RS.5000), WHICHEVER IS LESSER.

12. Use of Site

You understand that except for information, products or services clearly indicated as being supplied by the MAFIL, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that MAFIL cannot and does not guarantee or warrant that files available for downloading through the Site will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.

13. Prohibited Conduct

By using the Services you agree not to:

1. use the Services for any purposes other than to purchase Recharge of Telco's and/or to access the Services in accordance with these Terms and Conditions and as such services are offered by MAFIL.
2. impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise purchase Recharge with what we reasonably believe to be potentially fraudulent funds

3. infringe our or any third party's intellectual property rights, rights of publicity or privacy
4. use the Services if You are under the age of eighteen (18) without a parental sponsor or in any event use the Services if You are under the age of thirteen (13) years old even with a parental sponsor and in accordance with applicable law
5. Post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person
6. Post or transmit any message, data, image or program which is pornographic in nature
7. Refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to MAFIL
8. 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
9. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
10. Use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner
11. Modify, adapt, translate or create derivative works based upon the Services and the Site or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
12. Intentionally interfere with or damage operation of the Services or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features
13. Use any robot, spider, other automatic device, or manual process to monitor or copy the Site without prior written permission
14. Interfere or disrupt this Site or networks connected to this Site
15. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network

16. Use any device, software or routine to bypass the Site's robot exclusion headers, or interfere or attempt to interfere, with the Services
17. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Site or to manipulate your presence on our Site
18. Sell the Services, information, or software associated with or derived from it
19. Use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others
20. Breach this Agreement or any other MAFIL agreement or policy
21. Provide false, inaccurate or misleading information
22. Use the Site to collect or obtain personal information, including without limitation, financial information, about other users of the Site
23. Purchase Recharge with what MAFIL reasonably believes to be potentially fraudulent funds
24. Use the Services in a manner that results in or may result in complaints, disputes, reversals, chargeback's, fees, fines, penalties and other liability to MAFIL, a third party or You
25. Use the Services in a manner that MAFIL or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules
26. Take any action that may cause MAFIL to lose any of the Services from its service providers, Telco's, payment processors or other suppliers
27. Send automated request of any kind to the Site's system without express permission in advance from MAFIL.

14. Refund Policy

All sales of Recharge are final with no refund or exchange permitted. You are responsible for the mobile number or DTH account number you purchase Recharge for and all charges that result from those purchases. MAFIL is not responsible for any purchase of Recharge for an incorrect mobile number or DTH account number. However, if in a transaction performed by you on the Site, money has been charged to your card or

bank account and a Recharge is not delivered within 24 hours of your completion of the transaction then you may inform us by sending an email to our customer services email address mentioned on the Contact Us page. Please include in the email the following details - the mobile number (or DTH account number), operator name, Recharge value, Transaction date and Order Number. MAFIL shall investigate the incident and if it is found that money was indeed charged to your card or bank account without delivery of the Recharge then you will be refunded the money within 21 working days from the date of receipt of your email. All Refunds will be credited to your Semi Closed Wallet. You can trigger a request in your MAKash Wallet to transfer the money from your MAKash Wallet back to source. It will take 3-21 days for the money to show in your bank account depending on your bank's policy.

15. Termination; Agreement Violations

You agree that MAFIL may, at its sole discretion, for any or no reason, and without penalty, suspend or terminate your account (or any part thereof) or your use of the Services and remove and discard all or any part of your account, your user profile, or your recipient profile, at any time. MAFIL may also, at its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have or portion thereof may be effected without prior notice, and you agree that MAFIL will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. MAFIL Upon termination for any reason, you agree to immediately stop using the Services.

16. Limitation of Liability and Damages

- a. In no event will MAFIL or its contractors, agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation, lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) your use or inability to use the services, the site (including any and all materials) or any reference sites, even if MAFIL or a MAFIL authorized representative has been advised of the possibility of such damages.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL MAFIL OR ANY OF ITS CONTRACTORS, DIRECTORS, EMPLOYEES OR

AGENTS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITIES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) THE SERVICES, (III) YOUR USE OR INABILITY TO USE THE SERVICES OR THE SITE (INCLUDING ANY AND ALL MATERIALS) OR ANY REFERENCE SITES, OR (IV) ,ANY OTHER INTERACTIONS WITH MAKash, HOWEVER CAUSED AND WHETHER ARISING IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING THE PORTION OF THE SERVICES OR THE SITE GIVING RISE TO THE CAUSE OF ACTION OR FIVE THOUSAND RUPEES (5000), WHICHEVER IS LESSER.

- c. You acknowledge and agree that MAFIL has offered its products and services, set its prices, and entered into this agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and MAFIL , and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and MAFIL . MAFIL would not be able to provide the services to you on an economically reasonable basis without these limitations.

17. Indemnification

You agree to indemnify, save, and hold MAFIL, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Site, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you herein. MAFIL reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify MAFIL, including rights to settle, and you agree to cooperate with MAFIL's defence and settlement of these claims. MAFIL will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

18. Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, MAFIL and its third-party partners, licensors, and suppliers disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of Merchantability, fitness for a particular purpose, and no

infringement of proprietary rights. No advice or information, whether oral or written, obtained by you from MAFIL or through the services or the site will create any warranty not expressly stated herein. You expressly acknowledge that as used in this section, the term "MAFIL" includes MAFIL's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies. You acknowledge that MAFIL is a reseller of Mobile recharges and is not liable for any 3rd party (Telco's & suppliers) obligations due to rates, quality, and all other instances, whether to any such Telco's subscribers or otherwise. You expressly agree that use of the services and the site is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the internet generally. We do not warrant that the service will be uninterrupted or error-free or that defects in the site will be corrected. The services and the site and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. MAFIL, and its third-party suppliers, licensors, and partners do not warrant that the data, MAFIL software, functions, or any other information offered on or through the services, the site or any reference sites will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. MAFIL and its third-party suppliers, licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the services, the site or any reference sites in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the services, the site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system and device) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event, will MAFIL be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the site.

19. Ownership; Proprietary Rights

The Services and the Site are owned and operated by MAFIL and/or third party licensors. The visual interfaces, graphics, design, compilation,

information, computer code (including source code and object code), products, software, services, and all other elements of the Services and the Site provided by MAFIL (the "Materials") are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and MAFIL, all Materials, trademarks, service marks, and trade names contained on the Site are the property of MAFIL and/or third party licensors or suppliers. You agree not to remove, obscure, or alter MAFIL or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services. Except as expressly authorized by MAFIL, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. MAFIL reserves all rights not expressly granted in this Agreement. If you have comments regarding the Services and the Site or ideas on how to improve it, please contact customer service. Please note that by doing so, you hereby irrevocably assign to MAFIL, and shall assign to MAFIL, all right, title and interest in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

20. Additional Terms and Conditions

- a. When you acquire goods, software or any other services from a Merchant Establishment through any of MAFIL's Services, you understand and agree that, MAFIL is not a party to the contract between you and the Merchant Establishment. MAFIL does not endorse any advertiser or Merchant linked to its website. Furthermore, MAFIL is under no obligation to monitor the Merchant Establishment's service used by you; the Merchant Establishment alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that MAFIL shall not be responsible or liable for any deficiency in goods and/or services purchased using MAKash Wallet. This exclusion of liability shall apply even for goods and/or services made available by MAFIL under promotional schemes. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

- b. Any amount transferred erroneously by the Customer to any Merchant Establishment shall not be refunded to the Customer by MAFIL in any circumstances.
- c. Any web-link on the MAFIL Site to a third-party site is not an endorsement of that weblink. By using or browsing any such other web-link, you shall be subject to the terms and conditions in each such web-link.
- d. In the event of any dispute, MAFIL records shall be binding as the conclusive evidence of the Transactions carried out through use of MAKash Wallet.
- e. MAFIL shall send all customer communications by SMS and/or email and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator.
- f. You agree to receive all commercial message including transactional messages from MAFIL.

21. Amendment of Terms, Platform

- a. MAFIL reserves the right to amend, modify, change, add or terminate (collectively "Changes") the Terms, the Site or the Platform/Network at any time in its sole discretion. Your continuous use of the Site or the Platform/Network shall be deemed as your acceptance of any such Changes. You should make sure you view these Terms periodically to make sure you are familiar with the most recent version
- b. MAFIL may modify, terminate and/or suspend MAKash Wallet to the Customer anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.
- c. Any amendment of these Terms and Conditions proposed by you shall not be effective unless it is reduced to writing through amendment form and accepted by MAFIL. Amendments made under this clause shall be deemed to be a part of these Terms & Conditions and in case of any contradiction, the amendment form shall prevail. The terms and conditions herein shall be subject to the notifications/ guidelines issued by RBI, from time to time.

22. Compliance with Law

The MAKash Wallet is governed by RBI direction on Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank)

Directions, 2009 (as amended and supplemented from time to time) and is also subject to directions / instructions issued by the RBI from time to time in respect of redemption, repayment, usage etc. MAFIL will not be responsible or liable for any violation by you of applicable law, regulation, or guideline. You hereby declare that your name does not, at anytime, appear in the consolidated list of terrorist Individuals/ organizations, as circulated by the RBI from time to time.

23. Confidentiality

Privacy of communication is subject to the terms of the certificate of authorization granted by the RBI and RBI notifications/directives etc. You specifically agree that in order to facilitate the provision of MAKash Wallet, MAFIL may be required to disclose any information or particulars pertaining to you to any Authority, statutory or otherwise.

24. Aadhaar and PAN based KYC authentication

1. You hereby given your consent to MAFIL to fetch your demographic details from Unique Identification Authority of India (UIDAI), using biometric authentication which will be used for KYC purposes as mandated by RBI regulations. The demographic details include name, DOB, gender, address and photograph. You further consents to MAFIL to fetch your contact details from UIDAI which includes the contact number and email ID for purpose of MAFIL PPI wallet creation using the same data and for usage by customer only.
2. You hereby given your consent to MAFIL to fetch and verify your PAN details which will be used for KYC purposes as mandated by RBI regulations.
3. You need to be more than 18 years of age, and a resident of India with an Indian address to be eligible to apply MAFIL PPI wallet
4. You herewith confirm that you have not used the OTP based Aadhaar (e-KYC) verification to open any other account with any financial institution.
5. If opened through UIDAI based OTP, it will be a limited eKYC account, in which you cannot have a credit balance of more than 1 Lakh or as mandated by RBI from time to time
6. You agree to complete your full KYC by visiting your nearest MAFIL branch/ providing your biometric details within 12 months of opening Aadhaar/UIDAI SMS OTP based eKYC account.

7. You agree that failure to complete your full KYC within 12 months will lead to your account being closed by MAFIL. You can proceed to withdraw funds/ use your account for any transaction only upon completion of full KYC.
8. In case of account being put under total freeze, you agree that principal amount on such deposits kept along with the interest accrued (if any) will be payable to you only upon completing your full KYC.
9. You agree that such an account will be subject to regular scrutiny and monitoring from MAFIL and MAFIL shall reserve the right to completely freeze/debit freeze/ close the account at its sole discretion.
10. If you fail to provide full KYC for any reason, you understand and agree that MAFIL reserves right to close the account and RBI policy as applicable for such scenario shall apply.
11. You shall not enjoy the services provided by the MAFIL unless your on-boarding process is complete.
12. You are hereby declare and confirm that MAFIL shall be entitled to rely on all/any communication, information and details provided on the electronic form and all such communications, information and details shall be final and legally binding on you.
13. You authorises MAFIL to share your mobile number and details with the respective regulators & Law enforcement authorities as mandated by any legal, RBI regulation.

25. Consent to Electronic Communications and Transactions

By registering to use the Site below, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when MAFIL send the electronic communication to the email address/mobile number as per our records, or when We post the electronic communication on the MAFIL Site. The requirements for such electronic transactions and communications are the following:

- a. you must have access to the Internet, mobile web, applications and a valid e-mail address.
- b. You can withdraw your consent at any time by contacting MAFIL, but We reserve the right to terminate your account upon such withdrawal. Withdrawal of your consent will not affect the legal validity and enforceability of any notice, statement or disclosure previously received electronically.

- c. You agree to notify us promptly if your email address or other contact information is changed by updating your account information or contacting MAFIL.

26. Choice of Law and Dispute Resolution

These Terms shall be governed by, and construed in accordance with the laws of India, without reference to principles of conflicts of law. The parties agree that the courts of Thrissur, Kerala shall have exclusive jurisdiction over any dispute arising from or relating to these Terms, the Platform/Network or the Site. You expressly consent to the personal jurisdiction of the said courts and waive any objection to such personal jurisdiction based on forums non-convenience or any other basis.

27. Arbitration

You agree that all disputes arising in connection with this agreement shall be settled by You and MAFIL by discussions but if we fail to arrive at a consensus settlement, the same may be referred to a sole arbitrator, to be appointed by MAFIL, whose decision shall be final and binding on both the parties. In the event of incapacity or resignation or death of the sole arbitrator so appointed, the Company shall be entitled to appoint another arbitrator in place of the earlier arbitrator, and the proceedings shall continue from the stage at which the predecessor had left. The expenses for the same shall be borne by both the parties equally. The venue of the arbitration shall be at Thrissur or such other place as may be notified by MAFIL and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in English language. The Arbitrator's award shall be in writing. The Arbitrator shall also decide on the costs of the arbitration proceedings. The award shall be final and binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

28. General

The parties are independent contractors and nothing in these Terms shall be deemed to create an agency or employment relationship, a franchisor-franchisee relationship, joint venture or partnership. These Terms constitute the entire agreement between you and us regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect. You cannot assign the Terms or delegate your obligations under these Terms without the express written consent of MAKash. The prevailing party in any action relating to these Terms shall

be entitled to recover its reasonable legal fees, costs and disbursements incurred in connection therewith from the non- prevailing party.

29. Grievance Officer

The customer has the right to register his complaint if he is not satisfied with the services or finds attitudinal deficiencies when dealing with agents/ staff or finds system errors or sees gaps between standards of service promised and actual service rendered by MAFIL. This mechanism is exclusively dedicated for customer complaint redressal. Acknowledgement of Grievances & redress on Complaints:

- a. MAFIL will acknowledge the grievance immediately on the receipt of complaint and initiate action to have the grievance resolved within a maximum period of three weeks on extraordinary cases with auto reply in either cases.
- b. The customer will also be kept informed of the action taken, the progress while redressing grievances, and/or, the reasons for delay if any, in redressing.
- c. Complaints received by e-mail shall be acknowledged by an immediate system generated response or via individual emails to the extent possible.
- d. The follow up action taken in respect of such complaints shall be advised to customers by e-mail.

30. Notice

MAFIL may provide you with notices and communications by email, regular mail or postings on the Site or by any other reasonable means. Except as otherwise set forth herein, notice to MAFIL must be sent by courier or registered mail to MANAPPURAM FINANCE LTD. IV / 470 (old) W638A (New), Manappuram House, Valapad, Thrissur, Kerala - 680 567

31. Waiver

The failure of MAFIL to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by MAFIL.

32. Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated

from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

33. Assignment

This Agreement, and any rights granted hereunder, may not be transferred or assigned by you without our prior written consent which may be withheld in our sole discretion, but may be assigned by us to our affiliates without restriction as a part of any business reorganisation. Any assignment attempted to be made in violation of this provision shall be void and of no effect.

34. Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

35. Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms and Conditions, and will not be deemed to limit or affect any of the provisions hereof.