TERMS OF USE

Introduction:

The following are the Terms of Service ("TOS") for use of the services provided by Auropay ("Services"). Please read them carefully.

The Services are offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Services constitutes your agreement to all such terms, conditions, and notices.

The terms of service contained hereinafter ("TOS") shall apply to the use of the website www.auropay.net and any other linked pages, products, software(s), API keys, features, content or application services (including but not limited to mobile application services) offered by **Aurionpro Payment Solutions Private Limited** ("Aurionpro", "we", "our" or "us") (collectively, "Website").

Any person accessing or using the Website or Services ("User", "you") shall be presumed to have read these TOS. It is clarified that the Privacy Policy, Merchant Agreement, and other applicable policies, agreement, terms also form an integral part of these TOS to the extent applicable.

Applicability & Hierarchy of Terms:

These TOS are of a general nature governing access and use of the Website and Services.

- Where a separate agreement (including but not limited to Merchant Agreement) is executed with a User, such agreement shall prevail over these TOS to the extent of inconsistency.
- Specific services, products, APIs, POS devices or solutions may be governed by additional or supplemental terms, policies or agreements, which shall apply in addition to these TOS.
- In case of conflict, the order of precedence shall be: (i) Specific Agreement → (ii) Service-specific terms → (iii) These TOS

Acceptance of Terms:

Auropay provides its Services subject to these TOS, which may be updated from time to time. Continued use of the Services shall constitute acceptance of the revised Terms.

Nature of Services:

Aurionpro as a payment intermediary, facilitating processing of payments between merchants and end customers through authorised payment systems.
Aurionpro:

- Does not act as a bank or deposit-taking institution
- Provides payment aggregation and related technology services
- Facilitates settlement in accordance with applicable RBI regulations

Subject to these TOS and applicable Policies (including Merchant Onboarding Policy, KYC Policy, Grievance Redressal Policy and Privacy Policy), Auropay offers Services as described on the Website or under applicable agreements.

Eligible Users:

In order to access and use the Services you must be an individual of at least 18 years of age who can enter into legally binding contracts under applicable law to access the website or avail services displayed therein. Your use or access of the Website shall be treated as your representation that you are competent to contract and if you are registering as a business entity, then you represent and warrant that you have the authority to bind such business entity to the TOS. Without generality of the foregoing, use of the Website is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872 and any amendments thereto. If you do not qualify, please do not access or use the Auropay Service.

If you are not a Resident Indian, you may access, use and avail of the Auropay Service only to the extent that the laws of India and those of your country permit you to do so. Further, your use of the and service is based on the understanding and agreement that by accessing and using the website and service, you may be violating the local laws in India and/or your country. You agree that you will be solely and absolutely liable for any liability incurred by you in this regard and you will indemnify Aurionpro against any liability incurred by Aurionpro in this regard.

Conduct of Users:

As a condition of your use of the Services, you agree that you shall:

- use the Services only for lawful purposes and in compliance with all applicable laws and regulations;
- not use the Services for any fraudulent, illegal, prohibited or unauthorized activities, including but not limited to activities relating to money laundering, terrorist financing, or processing of restricted or prohibited transactions;
- provide true, complete and accurate information as may be required by Aurionpro from time to time, including for onboarding, KYC and regulatory compliance purposes;
- comply with all applicable laws, including but not limited to the Payment and Settlement Systems Act, 2007, applicable directions issued by the Reserve Bank of India for Payment Aggregators (as updated from time to time), Prevention of Money Laundering Act, 2002, RBI KYC Directions and Information Technology Act, 2000;
- not interfere with, disrupt or compromise the integrity, security or performance of the Services, systems, networks, APIs, POS devices or related infrastructure;
- not attempt to gain unauthorized access to any part of the Services, systems or networks connected to the Services; and
- not misuse the Services in a manner that may harm Aurionpro, its systems, other users, merchants, customers or the payment ecosystem.

Aurionpro reserves the right to monitor, review, suspend or terminate access to the Services, and to report any activity to regulatory or law enforcement authorities, as may be required under applicable law.

Payment Processing Disclaimer:

All payment transactions processed through Auropay are subject to:

- Authorization by banks / card networks / payment systems
- Availability of third-party infrastructure

Aurionpro shall not be liable for:

- Transaction failures due to external systems
- Delays attributable to banks, networks, or third-party service providers

Privacy:

Aurionpro shall collect, use and process data in accordance with its Privacy Policy, which is available separately on the Website.

Other Service-Specific Terms:

Certain Services or offerings (including POS services, APIs, or enterprise solutions) may be governed by separate or additional terms, which shall be made available through relevant sections of the Website or executed agreements or by embedding the same in the POS, interface.

Disclaimers:

The Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability or availability.
Aurionpro acts as a payment intermediary and facilitates transactions through authorised payment systems, banks, card networks and other third-party service providers. Accordingly, Aurionpro does not control and shall not be responsible for:

- authorization, decline, processing or settlement of transactions by banks, card networks or payment system providers;
- any delay, interruption, error or failure in transmission of transactions due to third-party systems, network issues, technical failures or force majeure events;
- unauthorized transactions resulting from compromise of user credentials, devices or systems not attributable to Aurionpro;
- accuracy, completeness or reliability of information or services provided by third parties.

While Aurionpro adopts commercially reasonable security and operational measures in line with applicable regulatory requirements, it does not warrant that the Services will be uninterrupted, timely, secure or error-free, or that defects will be corrected.
Any material or data obtained through use of the Services is accessed at your own discretion and risk, and you shall be solely responsible for any damage to your systems or loss of data.
Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law.

Proprietary Rights:

Aurionpro owns or is duly licensed to use all intellectual property rights in the Website and Services, including but not limited to software, APIs, platforms, trademarks, logos, content, designs and related materials ("Aurionpro IP").
Nothing contained herein shall be construed as granting any license or right to use any Aurionpro IP except as strictly required for availing the Services.
Users shall not:

- copy, reproduce, distribute, modify or create derivative works;
- reverse engineer, decompile or attempt to extract source code;
- commercially exploit or misuse the Services or Aurionpro IP

without prior written consent of Aurionpro.

Confidentiality:

"Confidential Information" means any non-public information relating to Aurionpro, its systems, business operations, customers, merchants or services, disclosed in any form.
Users agree to:

- maintain strict confidentiality of such information;
- not disclose or use such information except as required for use of the Services;

Confidential Information shall not include information which:

- is publicly available without breach;
- is independently developed without use of such information;
- is required to be disclosed under applicable law or regulatory direction

Limitation of Liability:

To the maximum extent permitted under applicable law, Aurionpro shall not be liable for any indirect, incidental, consequential, special or punitive damages, including loss of profits, revenue, data or business opportunities arising out of or in connection with use of the Services.
In all events, Aurionpro's aggregate liability for particular service, if any, shall be limited to the fees received by Aurionpro for the service in preceding one year of the date of first claim and where the duration is shorter for such short duration.

Indemnification:

You agree to indemnify, defend and hold harmless Aurionpro, its affiliates, directors, officers and employees from and against any losses, liabilities, claims, damages, costs or expenses (including reasonable legal fees) arising out of or in connection with:

- breach of these Terms or applicable laws;
- misuse of the Services;
- violation of any third-party rights;
- processing of unlawful or prohibited transactions.

Notice:

Any notices or communications under these Terms may be provided electronically, including through email or through the Website.
Users agree that electronic communication shall be deemed adequate and valid service of notice under applicable law.

Governing Law, Dispute Resolution & Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of India.
In the event of any dispute arising out of or in connection with these Terms, the parties shall first attempt to resolve the same amicably.
If such dispute is not resolved within thirty (30) days, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- Seat and venue of arbitration: Mumbai
- Language: English

Subject to the above, courts at Mumbai, India shall have exclusive jurisdiction.

Nothing in this clause shall prevent either party from seeking interim or injunctive relief from a competent court.

Grievance Redressal:

Aurionpro maintains a grievance redressal mechanism in accordance with applicable RBI guidelines.
For complaints, please refer to the Escalation Matrix mentioned therein.

Miscellaneous:

The Services are governed by applicable laws including:

- Payment and Settlement Systems Act, 2007
- RBI Master Direction on Payment Aggregators (PA-O and PA-P) (as updated from time to time)

Illegality or unenforceability of any provision shall not affect the validity of remaining provisions.