

## Terms and Conditions

- Always Keep check on your registered email for new updating features. Our new and updated schemes/policies/circulars will always sent by/through email or on our website <https://paynearsolutionservice.com>
- Do not share your unique User ID and password to anyone.
- Please always keep changing /reset your password periodically.
- Phishing through Internet is a fraudulent attempt, usually made through social media sites like face book, email, and phone calls, SMS etc seeking your personal and confidential information. Never respond to such social sites like face book post / web address/email/SMS or phone call. If it happens report on [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) immediately.
- All our new scheme/ plan/Circulars having Respective additional terms and conditions so read them carefully before implementing or working on these new schemes/ plans/Circulars.
- Except from website and software we are providing consultancy only for New ITI OPENING, ISO Certification and Trademark Related legal Services etc. These all are third party services and if any changes happen from their sides the same will be applicable to all our Franchisee and clients also.
- Always keep original software/ hardware with valid license keys in your machines like Computer/Mobile. it is only your responsibility to maintain and update all software and hardware. The company is not responsible for any misshaping due to any pirated software or hardware.
- If you and your organization or any person attached with you will find guilty of any criminal or civil illegal activities or involved in any other illegal activities at any time currently or in near future or Any FIR will find against you and your organization The Company shall suspend your account with immediate effect without any information and discussion.
- The Company having all rights to decide or having sole desecration to decide about the termination of the account for a period based upon the performance of the account holder.
- It is strictly prohibited for Any Person related to this Network /outside to this Network of the company shall not to copy, Reproduce, modify, decompile or reverse engineer any software, hardware or firmware, Marketing Material of Company in any manner what so ever.
- If any Problem persist related to your account / any network Related Problem the resolution will be given only through remote login or by telecommunication between the office times(10.00 AM to 5.30 PM) except national holidays and 4th Saturday, 02 Feb (company's annual holiday due to Annual Function on 02 Feb ). The Company office and working will close from 10.00 AM (on 03th) to 12.00 AM (on 03th Feb).

- If anyone (client/Customer/Business Franchisee) communicates with Telephonic Conversation to the company the Total cost of the communication will be bear by him only. The company is not responsible or bears this communication cost.
- In this all network Onsite service will not be available in any condition to any of his business franchisee/ client/Customer.
- The Company also having rights to show its name and logo in the footer of software's main screen or everywhere whichever it is necessary.
- If any type of suspicious activities or negligence related to the terms & conditions found then The Paynear Solution Service reserve rights to suspend the services and termination of user account/login panel at any time without prior notice or without any explanation and any reward/ award/ royalty/ cash back/ any other benefits will be withdrawn with immediate effect with the imposition of strict penalty and legal action can be taken.
- The Company Paynear Solution Service reserve all rights related to modification and discontinuous of any Scheme/ Plan/ Offer at any time without prior notice and any explanation.
- The Company Paynear Solution Service reserve all the right to end or call back any or its entire offer without prior notice.
- The all above terms and conditions are based on the company's policy, procedures and other company related rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as online version of this software, etc will be governed by the rules of the company as shall be in force from time to time.
- If any of the franchisee found guilty for immoral practices or unethical behavior with Paynear Solution Service employee(s) will be terminated straight away followed with legal actions. Please ensure the following before logging in:

**Please ensure the following before logging in:**

- Always check for the correct URL address For <https://paynearsolutionservice.com>
- Do not enter login or other sensitive information to any other website except listed the above one.
- Please always change/reset your password periodically
- Keep checking your registered email. Our schemes are always send though email circulars or on our website <https://paynearsolutionservice.com>
- Do not share your ID and password with anyone.

## Beware of Phishing attacks

- Phishing is a fraudulent attempt, usually made through social media sites like facebook, email, phone calls, SMS etc seeking your personal and confidential information.
- Never respond to such facebook post/web address/email/SMS or phone call. Please report immediately [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)
- Some Websites have created similar design and template as ours, please check the URL address <https://paynearsolutionservice.com> before you put your username and password.

## Grievances Redressal Policy:

**Welcome to Paynear Solution Service Thanks for using our services (“Services”). The Services are provided by Paynear Solution Service which is also known to Paynear Solution Service.**

- Paynear Solution Service has been developed a procedure to attend Customer/franchisee grievances promptly with respect of various issues related to services. This all is done by setting up an internal three tier system. In the form of "Customer/Franchisee Support" and a grievance Redressal mechanism in the form of "Customer/franchisee Grievance Redressal Committee", and this Policy is called the "Customer/franchisee Grievance Redressal Policy". This all is available on the website of the Company.

## Definitions:

- 'Company' shall mean Paynear Solution Service Which is carrying out the business of... .. to Customer/franchisee for buying goods and services through a digital/electronic medium.
- 'Complainant' shall mean the Customer/franchisee who has a Grievance.
- 'Grievance' shall mean communication in any form by a Customer/franchisee that expresses dissatisfaction about an action or lack of action by, or about the standard of service of the Company and/or its representative, in relation to use of Paynear Solution Service /es.
- 'Wallet' shall mean the activated and valid closed wallet and all variants of the same issued by the Company or by third party.
- 'Redressal ' shall mean the final disposal of the Grievance of the Complainant by the Company.
- 'Third Party' shall mean Bank or any other person/company with the help of which Paynear Solution Service is providing products/services to it's customers/franchisee.
- 'Working Day' shall mean any day (other than Sunday & Public Holiday or Holiday decided by the company) on which the Company's Corporate Office is open for business.

In today's competitive era and constantly evolving business practices, we at Paynear Solution Service, take pride in keeping our customers/franchisee at the center for all our strategies and initiatives, and are committed to deliver the best in class. (Customers/franchisee services to all our existing and new customers/franchisee at all times.)

As a service organization we promote "Excellence in Delivery" hence feedback from our valued customers/franchisee forms an integral part of all decisions taken by the organization. The feedback provided by our customers/franchisee is treated as an asset to the organization, evaluated and customized to improve our products and services.

In line with the efforts to deliver the best, Paynear Solution Service . certified itself with certification 2024, applicable for service industry and utilizes the standards to govern our day to day activities for a smooth and hassle free service experience to all our customers/franchisee.

This policy document aims at communicating the various mechanisms available to our customers/franchisee to reach to us. Our service guarantee and timelines by which we try to ensure solution to our customers/franchisee concerns.

### **Our Principles:**

- Customers/franchisee remains the Key to all initiatives and strategies developed by Paynear Solution Service
- A "Satisfied (Delighted)" customers/franchisee is a necessity for business growth and survival.
- Our customers/franchisee and their Feedback is treated as the most valuable asset for the organization, forming the foundation for development and innovation.
- We endeavour to simplify our customers/franchisee life through our unique services innovative ideas and product offerings.
- We constantly evolve and invest in our grievance redressing system for a seamless service delivery.

### **Our Promise:**

- All grievances will be dealt promptly and courteously.
- We promise to resolve any or all issues faced by our customers/franchisee effectively and within the communicated time frame with our full Resources.

The company has a dedicated customers/franchisee center under the customers/franchisee Service Department to manage queries and ease out grievances, if any.

## **We Value your Feedback:**

All customers/franchisee have the right to share their feedbacks or complaint in case they find our services are not meeting their expectations or are dissatisfied with any interaction with any of our staff members.

**The customers/franchisee can send in their Queries, Requests or Complaints in the following ways:**

- **Over Phone:** - customers/franchisee Support Centre:-customers/franchisee may call us on +91 8058528941 All Particular Service wise Contact Number is available on <https://paynearsolutionservice.com> (Call Charges may apply), between 10:00 AM to 5:30 PM, 6 Days working (Emergency Holidays declared by Management, Sunday & National Holidays excluded).
- **Over Email:-** Send us an email on [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)
- **For customers/franchisee:** - Contact us section: - customers/franchisee can choose the contact us section on our website <https://paynearsolutionservice.com> and click on complaint & Suggestions.
- **For Franchisee:** - Ticket Support section:- Franchisee can choose the ticket support section on their franchisee login panel <https://paynearsolutionservice.com> or using the Help Support option in the APP (Android phones).

These mechanisms are dedicated for redressing customers/franchisee complaints, providing online solution wherever possible, and capturing valuable feedback regarding our services. On receiving customers/franchisee feedback, our executives would contact customers/franchisee and ensure that all grievances are Redressal as per predefined Service Level Agreement as communicated below.

If the complaint is not resolved within the given timelines or the response is unsatisfactory the customers/franchisee can choose to escalate the concern to our level 2 escalation officer, with relevant details such as Complaint Reference Number provided at the time of raising the initial complaint. The escalation methodology is mentioned in this policy under the Escalation Section.

**Note – escalations without a complaint reference number will not be treated as complaint.**

### Customers/franchisee Resolution Timelines:

1	Money Transfer - Load or Send Money	At least 7 Working Days for reversal or credits +depend on (third party transaction timelines followed by leading banks)
2	Successful transaction but beneficiary account not credited	At least 7 Working Days for reversal or credits +depend on (third party transaction timelines followed by leading banks)
3	E-recharge Transaction failure	At least 3 Working Days +depend on (third party transaction timelines)
4	Travel & Ticketing Related Concerns	At least 3 Working Days for booking related concerns and at least 7 Days for refunds as some airlines but third party portals may have a higher turnaround time so depends on third party timelines
5	Bill payment Related	At least 3 Working Days and depends on third party timelines
6	Wallet related issues	At least 2 - 5 Working Days and depends on third party timelines
7	IT Services related issues	At least 2 - 5 Working Days and depends on third party timelines
8	All other service related issues	At least 2 - 5 Working Days and depends on third party timelines

### Acknowledgement of Grievances:

**Customers/franchisee support team will acknowledge the grievance immediately on the receipt of complaint in the form of : -**

- Auto response in case of Emails or Contact us section, or by raising a ticket Or Answering telephonically by concerning the staff

**In all the scenarios a reference number would be provided for all future communications around the particular complaint.**



- The customers/franchisee will also be kept informed on the progress towards the final resolution, or would be communicated if any delay occurs.
- All complaints would be resolved based on the customer/franchisee ticket issue resolution.

### **Customers/franchisee Grievance Redress Escalation:**

As "customers/franchisee's Satisfaction" is our priority, we are committed to provide Best Service Solution Experience to all our customers/franchisee. We extend a level 2 escalation matrix to all our customers/franchisee.

### **Escalation: Level 2**

**If following problem persists then Level 2 committee comes into work, i.e.**

- Resolution provided by Level 1 executives does not resolve the ticket issue.
- Behavior of any representative or staff member found harsh towards any customer/franchisee by Paynear Solution Service harassment committee at Paynear Solution Service
- Breach in the above mentioned Service Level Agreements or timelines.

**The customers/franchisee may choose to escalate the concern using the below mentioned methods Write to us at :-**

Grievance Redressal Committee Paynear Solution Service

**Or**

Email ID: [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)

**The functions of the Committee are as under:**

- The Committee will address the grievance of the customers/franchisee if issue of ticket has not been resolved by customers/franchisee Support.
- The Committee will be responsible for ensuring timely and effective implementation of all regulatory requirements regarding customers/franchisee service.
- The Committee shall have right to ask for all records from the customers/franchisee Support and from customers/franchisee.
- The Committee will look into the simplification of procedures and practices prevailing in the Company with a view to safeguarding the interests of customers/franchisee of the Company.
- The Committee will endeavor to proactively advise the customers/franchisee Support on pending complaints. All escalations received with the required details such as reference number provided at Level 1, contact details (both phone & email) would be addressed within forty eight (48) working hours up to a max of seven (7) days. In cases pertaining to third party transactions the timeline can be extended.

### **Escalation: Level 3.**

In case the issue of ticket still not resolved by the resolution provided or delay in response beyond the timelines communicated even after following the escalation steps at Levels 1 & 2 respectively, the customers/franchisee can escalate the concern to the highest level by :-

**Write to us at :-**

CBO – Paynear Solution Service

**Or**

Email ID: [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)

**APPLICATION TO COMPANY BY customers/franchisee FOR REDRESSAL OF  
GRIEVANCE for Highest Level (All fields are mandatory)**

To,

CBO – Paynear Solution service

**or**

Email ID: [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)

1. Date
  2. NAME OF THE customers/franchisee
  3. FULL ADDRESS OF THE customers/franchisee (With Registered Email Id and Registered Mobile No.)
  4. Paynear Solution Service ID (If any)
  5. DETAILS OF THE GRIEVANCE, (If space is not sufficient, please enclose separate sheet)
  6. DATE OF ORIGINAL INTIMATION OF GRIEVANCE BY THE customers/franchisee TO THE customers/franchisee SUPPORT
  7. REMEDY PROVIDED BY THE customers/franchisee SUPPORT, IF ANY – (If remedy has been provided, please enclose relevant communication from the customers/franchisee Care Center)
  8. LIST OF DOCUMENTS ENCLOSED (Please must enclose copies of any relevant documents which support the facts giving rise of the Grievance)
- A. DECLARATION: -(A.)** I/ We, the customers/franchisee/s herein declare that:- (i.) The information furnished here in above is true and correct; and I/ We have not concealed or misrepresenting any fact stated here in above and the documents submitted here with.
- B.** The present Grievance has been intimated to Committee in the prescribed form and manner prescribed by the Company and I/We am/are not satisfied by the remedy provided by the customers/franchisee Support

**OR**

no remedy was provided within a period of (\_\_) days/weeks/months from the date of original intimation.



- C. The subject matter of the present Grievance has never been submitted to the Company by me or by any one of us or by any of the parties concerned with the subject matter to the best of my/our knowledge.
- D. The subject matter of my/our Grievance has not been settled by the Company/ customers /franchisee Support in any previous proceedings.
- E. The subject matter of my/our Grievance has not been decided by any competent authority/court/arbitrator and is not pending before any such authority/court/arbitrator.

**Yours faithfully**

**(Signature)**

**(customers/franchisee's name in block letter)**

#### **NOMINATION:-**

- If the customers/franchisee wants to nominate his representative to appear and make submissions on his behalf before the customers/franchisee Grievance Redressal Committee the following declaration should be submitted:-
- I/We the above named customers/franchisee hereby nominate Shri/Smt./Mr./Ms./others, who is not an Advocate and whose address is as my/our REPRESENTATIVE in the proceedings and confirms that any statement, acceptance or rejection made by him/her shall be binding on me/us.

**He/ She has signed below in my presence.**

**(Signature of Representative)**

**(Signature of customers/franchisee)**

On receiving the escalation the complaint will get acknowledged at least within forty eight (48) hrs. To 7 working days and in special cases pertaining to third party transactions the timeline can be extended. The Management or Highest level shall take all necessary steps to redress the grievance

#### **Final Redressal and Closure of Grievance**

Grievance shall be considered as finally Redressal and closed in any of the following circumstances:

- Where the issue of the ticket is resolved and transaction is continuing again.
- Where the Complainant has not communicated his acceptance of the Company's decision, within 1 (ONE) month from the date of communication of decision by the Customer Support or the Committee, as the case may be.

**Our all communications will be only telephonic/emails/whatsApp/electronic media, no letter etc post/courier will be entertained by the company.**

**Welcome to Paynear Solution Service Thanks for using our services (“Services”). The Services are provided Paynear Solution Service**

Which is also known as Paynear Solution Service.

A Sale is final sale as it has executed from your panel which is provided by Paynear Solution Service. and payment has been deducted for such sale. As a sale is done anytime by your panel no refund or exchange or cancellation will permitted. You and only you are responsible for information provide by you for purchase and all charges that result from those purchases. Paynear Solution Service. is not responsible for any purchase by incorrect information provided. So it is only you who needs to be cautious before placing any order by your panel. You are responsible for the mobile number provided /entered by you or DTH account number by which you purchased the prepaid recharge and all charges that result from those purchases. The Paynear Solution Service. is not responsible for any purchase of prepaid recharge for an incorrect mobile number or DTH account number or incorrect toll or data card information. If a transaction performed by you on the website, money has been charged by your card or bank account and a recharge is not delivered within 24 hours of completion of your transaction then you may inform us by sending an email to our customer services [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) or you can raise a ticket. The Paynear Solution Service. shall investigate that incident and if it is found that money was charged by your card or bank account without delivery of the recharge then money will be refunded to you within 7 working days from the date of receipt of your email. All refunds will be credited to your Be Wallet/ Paynear Solution Service Wallet account. If the service is provided by third party and it is a case of refund then it shall be processed as per time line given by third party and you are bounded by the terms and conditions of refund /or refund policy of third party .

IT services given /executed once cannot be taken back similarly any alteration/amendment in those will result in additional charges.

Charges for services provided by third party entirely depend on those parties only. If such parties alter charges for then they will be applied without prior notice. If sale is executed after that hike in price shall be subjected to higher price of that product/service at any stage before or after completion of the service/s.

The value/amount/payment stored on your Paynear Solution Service Wallet shall NOT be refunded at any /under ANY circumstances/condition and may only be utilized to make payments to use our services available in your login panel of our portal/website/webpage. No interest will be payable on

Paynear Solution Service Wallet on the available balance value /amount/ payment reflected on the Paynear Solution Service Wallet.

In case we receive a cancellation notice for a service order from you within 24-Hrs of placing the order and if the order has not been processed by us, we will be more than happy to cancel the order and refund the entire amount to you within 10 to 15 days. We will not be able to cancel those orders that have already been processed by us.

### **Who can get a refund?**

Paynear Solution Service refunds if payment is successfully credited to Paynear Solution Service Wallet balance but user is not able to get recharge/ transfer money. But in such case/s the refund will only be made to your Paynear Solution Service "s Wallet only.

### **How to request a refund?**

Mail us [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) or raise a ticket from your login panel and mention clearly your current Paynear Solution Service Wallet balance and what problem you are facing with recharge/ money transfer.

### **Replacement Policy:**

If you have received a damaged product you have to send us it's best quality pictures as soon as you receive it. Delay is not at all permitted. Now please return product within 3 days from the time of delivery. We take responsibility only for manufacturing defects in the product nothing else.

Extended time is within 7 to 8 working days (unavoidable/avoidable causes may play vital role sometimes) to return of damaged product.

Customer has to return the undamaged & original packing which shall not at all be tampered.

If Product damaged and original packing not fulfilled, product will not be accepted. If the service/product is provided by third party and it is a case of refund/replacement then it shall be processed as per time line given by third party and you are bounded by the terms and conditions of refund /replacement policy of third party

### **Web Services/IT services/Registration services:**

Read carefully of all T&C of all our services/products available on <https://paynearsolutionservice.com> and Paynear Solution Service "s websites link available on <https://paynearsolutionservice.com> once a payment or deposit is done, it is non-refundable.

### **Policy for Franchisee Fees:**

Company provide free registration of ID's for the demo purpose. Thereafter, customers are liable to pay non-refundable Franchisee Fee to activate the portal in full swing.

Franchisee Fee will be charged for services provided to you by company. Once you start company services Franchisee Fee will not be refundable. Franchisee Fee will be auto deduct from Wallet.

If you receive any fraudulent Call, Email, SMS and WhatsApp for ID charges, the company will not be responsible for your payment. Please be careful.

The Franchisee Fee are calculated in the annual meeting of the company. The Franchisee Fee is calculated as:-

**Franchisee Fee Structure:-Super Head/Super Distributor:-**

Price of Package (Not Refundable) – Rs.14686

Service Charges\* (Refundable) – Rs.2000

Registrations Charges (Not Refundable) – Rs.1000

Convenience Fees@2.00% (Not Refundable) – Rs.1500

Bank KYC Fees (Not Refundable) – Rs.1000

Bank Onboard KYC Fees (Not Refundable) – Rs.1000

CGST@9% (Not Refundable) – Rs.1907

SGST@9% (Not Refundable) – Rs.1907

Gross Total – Rs.25000

**Franchisee Fee Structure:-MD/Master Distributor:-**

Price of Package (Not Refundable) – Rs.10900

Service Charges\* (Refundable) – Rs.2000

Registrations Charges (Not Refundable) – Rs.1000

Convenience Fees (Not Refundable) – Rs.500

Bank KYC Fees (Not Refundable) – Rs.1000

Bank Onboard KYC Fees (Not Refundable) – Rs.1000

CGST@9% (Not Refundable) – Rs.1800

SGST@9% (Not Refundable) – Rs.1800

Gross Total-20000

**Franchisee Fee Structure:-DT/ Distributor:-**

Price of Package (Not Refundable) – Rs.7800

Service Charges\* (Refundable) – Rs.1000

Registrations Charges (Not Refundable) – Rs.1000

Convenience Fees (Not Refundable) – Rs.500

Bank KYC Fees (Not Refundable) – Rs.1000

Bank Onboard KYC Fees (Not Refundable) – Rs.1000

CGST@9% (Not Refundable) – Rs.1350

SGST@9% (Not Refundable) – Rs.1350

Gross Total-15000

**Franchisee Fee Structure:-RT/ Retailer:-**

Price of Package (Not Refundable) – Rs.3700

Service Charges\* (Not Refundable) – Rs.1000

Registrations Charges (Not Refundable) – Rs.1000

Convenience Fees (Not Refundable) – Rs.500

Bank KYC Fees (Not Refundable) – Rs.1000

Bank Onboard KYC Fees (Not Refundable) – Rs.1000

CGST@9% (Not Refundable) – Rs.900

SGST@9% (Not Refundable) – Rs.900

Gross Total-10000

**Note: - These Packages are valid for one year from the date of Registration. There are no hidden charges.**

**Changes:-**

The Paynear Solution Service. may at any time, without prior notice under its sole discretion, amend these policies from time to time. You are therefore requested to review these policies periodically. Your continued use of Paynear Solution Service . website after any such amendments automatically implies your acceptance of the same thereof.

### **Contact us regarding our refund policy:**

If you have queries or suggestions regarding our refund policies kindly E-mail us at [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)

### **Terms of Use (TOU):**

Welcome to Paynear Solution Service .!!! Paynear's any Website/ Mobile Application /portal/any web platform is owned, provided and maintained by Paynear Solution Service. Registered under Registrar of companies ministry of corporate affairs, government of India and having its registered .

In these Terms of Use (TOU), "we", "our" and "us" means Paynear Solution Service "you" and "your" means any person who accesses and uses our any Website/ Mobile Applications/portal/any web platform.

### **General Terms**

Access to and use of this our any Website/ Mobile Application/portal/any web platform is subject to these TOU and our Privacy Policy. By accessing and using our any Website/ Mobile Application/portal/any web platform you agree to be bound by these general terms and to act in accordance with these TOU and our Privacy Policy. If you do not agree to these TOU or our Privacy Policy, you are not permitted to access and use of our any Website/ Mobile Application/portal/any web platform and without agreed you should cease such access and/or use immediately and mail us [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) for any amendment

If you breach any term of these TOU, your right to access and use our any Website/ Mobile Application/portal/any web platform shall cease with immediate effect. We reserve the right to amend these TOU from time to time without notice by amending the respective page. The amended TOU will be effective from the date on which they are posted on our any Website/ Mobile Application/portal/any web platform. As these TOU may be amended from time to time, you should check them whenever you visit our any Website/ Mobile Application/portal/any web platform. Your continued use of our any

Website/ Mobile Application/portal/any web platform will constitute your acceptance of the amended TOU. Any of your access or use of our Website/ Mobile Application/portal/any web platform automatically makes your acceptance of general terms. The term third party at any point refers as service provider/vendor or supplier of the concerning brand or service served by Paynear Solution Service

## **Eligibility**

The accessing and using Service is not available to minors under the age of 18 or to any users suspended or removed from the system by Paynear Solution Service for any reason what so ever. If any minor accessing and accessing or using the parents and guardian are liable for it. This additionally, users are prohibited from selling, trading, or otherwise transferring their accounts to another party.

## **Right to use Personal/Contact Details**

By making use of our any Website/ Mobile Application/portal/any web platform and furnishing your personal/contact details, you hereby agree that you are interested in availing and/or purchasing the products/services that you have selected. You hereby agree that we may contact you either electronically or through phone or through your/our location visit , to understand your interest in our products and/or services and to fulfill your demand. You also agree that we reserve the right to make your details available to any of our authorized members/agents or Franchisee and you may be contacted by them for information and for sales through email, telephone and/or SMS/location visit. You agree to receive promotional materials and/or special offers from us through email or SMS or by any medium. If you disagree with this TOU, please do not use our any Website/ Mobile Application/portal/any web platform.

Please be aware that information provided any of on our Website/ Mobile Application/portal/any web platform is provided for general information purposes only and is provided so that you can avail the product and/or service that you feel is appropriate to meet your needs. You should always check the suitability, adequacy and appropriateness of the product and/or service that is of interest to you and it is your sole decision whether to obtain or refrain from obtaining any product and/or service. If you are in any doubt as to the suitability, adequacy or appropriateness of any product and/or service referred to on any of our Website/ Mobile Application/portal/any web platform, we suggest that you please seek independent professional advice before you obtain any product and/or service via our any Website/ Mobile Application/portal/any web platform.

Please be aware that nothing on our any Website/ Mobile Application/portal/any web platform is, or shall be deemed to constitute, an offer by us or any third party to sell to you any product and/or service or to enter into any contract with you in respect of any product and/or service. By submitting your details, you are making an offer to obtain the relevant product and/or service that may be accepted or rejected. The contract for the product and/or service will only be concluded once your offer has been accepted. You will receive confirmation via sms/email/other media when your offer has been accepted by your registration on our platform.



We aim to provide uninterrupted access to our any Website/ Mobile Application/portal/any web platform but we give no warranty as to the uninterrupted availability of our any Website/ Mobile Application. We reserve the right to suspend, restrict or terminate your access to our any Website/ Mobile Application at any time. We reserve the right to add, amend, delete, edit, remove or modify any information, content, material or data displayed on our any Website/ Mobile Application/portal/any web platform and without notice from time to time.

### **Permission to Use**

Any unauthorized use by you or any illegal or unlawful activity by you in or for our any Website/ Mobile Application/portal/any web platform shall automatically terminate the permission or license to use any of our Website/ Mobile Application/portal/any web platform granted to you by us and may give rise to a claim for damages and/or be considered a criminal offence.

You may operate a link to our any Website/ Mobile Application/portal/any web platform provided to you in fair and legal way and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to our any Website/ Mobile Application in such a way as to suggest or imply any form of association, approval or endorsement by us, unless otherwise agreed between you and us through a separate legal agreement. We reserve the right to remove any link from our any Website/ Mobile Application/portal/any web platform at any time and we may withdraw any linking permission at any time without any prior notice.

### **Intellectual Property Rights**

We having copyright of all the information, content, material or data displayed on our any Website/ Mobile Application/portal/any web platform belongs to us or our licensors or our licensees or authorized or permitted agents/members. You may having temporarily print, copy, download or store extracts of information, content, material or data displayed on our any Website/ Mobile Application/portal/any web platform for your own personal use but should not use for any commercial purpose.

Our Any Website/ Mobile Application/portal/any web platform contains material which is owned by or licensed to us and are protected by copyright. This material includes, but is not limited to, data, documents, information, details, design, layout, appearance and graphics; logos, business names, trading names, service marks and trade-marks, internet domain names, moral rights, rights specifications, know how, processes and business methods; software programs (in all cases whether registered or unregistered and including all rights to apply for registration) and all such rights are reserved. Reproduction of any material of our any Website/ Mobile Application is prohibited for any commercial use.

Business Secret / Protection of Business Method: You must not transmit, or input anything into the Website, as any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets/ business method on which you do not have the right to use)

### **Our Limited Liabilities**

We use reasonable endeavors to ensure that the data, material and information on our any Website/ Mobile Application/portal/any web platform are accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we are not guaranteeing that the data, material and information on our any Website/ Mobile Application/portal/any web platform are accurate or that there are no errors or omissions in the data, material and information.

We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services. All such information and services are provided "AS IS" without warranty of any kind.

We disclaim that all warranties and conditions that this Website, its services or any email sent from us, our affiliates, and / or their respective agents are free of viruses or other harmful components.

We are not responsible for any losses or damages arising from an inability to access the our any Website/ Mobile Application/portal/any web platform, from any use of the our any Website/ Mobile Application/portal/any web platform or from reliance on the data transmitted using the our any Website/ Mobile Application/portal/any web platform where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.

We are not responsible or liable for any direct and indirect losses or damages suffered or incurred by you which were not foreseeable by us when you accessed or used the our any Website/ Mobile Application/portal/any web platform.

Please be aware that by submitting your details, you are making an offer to obtain the relevant product or service from us and our affiliates on the terms and conditions that may be accepted or rejected. The contract for the product or service will only be concluded once your offer has been accepted. You will receive confirmation when your offer has been accepted. In case your offer for any product and/or service is rejected even after acceptance for any reason, we are not responsible or liable for any losses or damages suffered or incurred by you in the process. You may also be able to access user reviews directly on our any Website/ Mobile Application/portal/any web platform. The views expressed therein do not represent our views or the views of our affiliates and we are not responsible or liable for the accuracy or content of any such views or expressions. We are not responsible or liable for any

loss or damage you may suffer or incur in connection with your use of user reviews on our any Website/ Mobile Application/portal/any web platform.

Please be aware that the information and descriptions of products and/or services on our any Website/ Mobile Application/portal/any web platform may not represent the complete descriptions of all the features and terms and conditions of those products and/or services. You must ensure that you carefully read all the features and terms and conditions of any product and/or service before availing it. If you apply for and obtain any product and/or service through our any Website/ Mobile Application/portal/any web platform, it is your responsibility to ensure that you understand and agree with the prescribed terms and conditions before entering into a contract to obtain that product or service.

Any views, opinions, advice or assistance which is given or provided to you by a third party after you have used our any Website/ Mobile Application/portal/any web platform do not represent our views, opinions, advice or assistance and are not checked, monitored, reviewed, verified or endorsed by us. We do not endorse, recommend or take responsibility for any third party who provides you with any views, opinions advice or assistance. You act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.

In no event shall we and/or our affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of our any Website/ Mobile Application /portal/any web platform or with the delay or inability to access, display or use our any Website/ Mobile Application/portal/any web platform (including, but not limited to, your reliance upon opinions appearing on our any Website/ Mobile Application/portal/any web platform; any computer viruses, information, software, linked Sites, products, and services obtained through this Site; or otherwise arising out of the access to, display of or use of this Site) whether based on a theory of negligence, contract, tort, strict liability, or otherwise.

Please be aware that there may be other products or services available in the market which are not shown on our any Website/ Mobile Application and which may be more appropriate or suitable for you than those shown on our any Website/ Mobile Application/portal/any web platform.

## Responsibilities of Users

You must take all reasonable precautions (including using appropriate virus checking software) to ensure that any information, content, material or data provided to you is free from viruses, spyware, malicious software, Trojans, worms, logic bombs and anything else which may have a contaminating, harmful or destructive effect on any part of our any Website/ Mobile Application or any other technology.

You may complete a registration process as part of your use of our any Website/ Mobile Application/portal/any web platform which may include the creation of a username, password and/or other identification information. Any username, password and/or other identification information must be kept confidential by you and must not be disclosed to, or shared with, anyone. Whenever you disclosed to or share with anyone, your username, password and/or other identification information, you are solely responsible for all activities undertaken on our any Website/ Mobile Application/portal/any web platform using your username, password and/or other identification information.

It is your responsibility to check and ensure that all information, content, material or data you provide on our any Website/ Mobile Application/portal/any web platform is correct, complete, accurate and not misleading and that you disclose all relevant facts. We do not accept any responsibility or liability for any loss or damage you may suffer or incur if any information, content, material or data you provide on our any Website/ Mobile Application/portal/any web platform is not correct, complete and accurate or if it is misleading or if you fail to disclose all relevant facts.

You must get permission from any other person about whom you propose to provide information before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.

You are solely liable for any impersonation or fraud that you may commit while submitting any information on our any Website/ Mobile Application/portal/any web platform and the resultant damage or injury that such impersonation or fraud may cause to us or to any third party. We, and such affected third parties shall have the rights to initiate such legal action against you as deemed fit.

You undertake to comply with all laws, rules and regulations in force at all times during the subsistence of these terms within the territory of India.

You are solely responsible and liable for your conduct on our any Website/ Mobile Application and for your User Content.

## **Indemnity**

You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense that we may suffer or incur arising out of or in connection with your conduct on our any Website/ Mobile Application/portal/any web platform and/or your User Content. You agree to indemnify us for and hold us and our officers, directors, agents, subsidiaries, joint ventures, and employees harmless from any claims, causes of action, damages, losses, demands, liabilities, recoveries, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees arising out of or related to your breach of this TOU or arising out of your violation of any law or the rights of a third party, or your use/conduct on our any Website/ Mobile Application.

## **Recording your Calls**

Telephone calls that you may make to or receive from our customer service help lines may be monitored and/or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision.

## **Complaints/Grievances**

Our aim is to provide you an excellent service at all times. If you are unhappy with our service for any reason or have complain or grievance of any kind, you can readout our grievance policy.

<https://paynearsolutionservice.com/tc>

## **Privacy**

We are committed to protect your privacy and we treat your privacy very seriously. We process information about you in line with our Privacy Policy. By using our any Website/ Mobile Application/portal/any web platform, you agree to the way in which we process and deal with your personal information.

We may disclose your personal information or access your account if required to do so by law, any court, the Financial Services Authority, or any other applicable regulatory, compliance, Governmental or law enforcement agency. We may disclose your personal information to third party where you also aims to use these services/products through Paynear Solution Service

## **Miscellaneous**

Our Any Website/ Mobile Application are only intended for use for/by residents of India. We make no warranty or representation that any product or service referred to on Our Any Website/ Mobile Application and/or any service we provide is available or otherwise appropriate for/by use outside India. If you choose to use Our Any Website/ Mobile Application from locations outside India, you do so at your own sole risk and you are responsible for compliance with all applicable local laws.

If any provision of these TOU is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these TOU and the validity and enforceability of the remaining provisions of these TOU shall not be affected.

These TOU constitute the entire agreement between you and us relating to/subject to your access to and use of Our Any Website/ Mobile Application/portal/any web platform and supersedes any prior agreements (including any previous terms of use of Our Any Website/ Mobile Application).

No failure or delay by us in exercising any right under these TOU will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

### **Governing Law**

These TOU and your access to and use of Our Any Website/ Mobile Application/portal/any web platform shall be governed by and interpreted in accordance with Indian laws. Both of us submits to the exclusive jurisdiction of the courts of Jaipur, Rajasthan, India in connection with these TOU and your access to and use of Our Any Website/ Mobile Application/portal/any web platform (including any claims or disputes).

### **Survival of Terms**

Notwithstanding any other provisions of this TOU, or any general legal principles to the contrary, any provision of this TOU that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOU.

### **Paynear Solution Service Privacy Policy**

At Paynear Solution Service Privacy Policy, we value your trust & respect your privacy. This Privacy Policy provides you with details about the manner in which your data is collected, stored & used by us. You are advised to read this Privacy Policy carefully. By visiting Paynear Solution Service "s any website/WAP site/ mobile applications you expressly give us consent to use & disclose your personal information in accordance with this Privacy Policy. If you do not agree to the terms of the policy, please do not use or access Paynear Solution Service "s all websites/WAP site/ mobile applications.

We are sensitive to the scenario that we would be dealing with data and information of a personal nature. We by using Paynear Solution Service "s any website/WAP site and related mobile applications (also referred as "We", "Us", "Our" and "Paynear Solution Service "s any website & applications", as the context may necessitate), You tend to provide Personal Information of You and Your family (also referred as "You", "Your", "Yours" or the "User", as the context may necessitate) according to the provision of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. When you uses our any service You given implied consent to the terms of our online Privacy Policy and to our processing of such Personal



Information for the purposes explained in this policy by registering on the Paynear Solution Service 's any website/WAP site/ mobile applications or by subscribing to our services according to the section 72A of the (Indian) Information Technology Act, 2000. You also agree to our contacting you're pursuant to the business relationship established using the information provided by you to us. We request you to read this Policy in accordance with Terms of Use and according to Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and to use these to make informed decisions.

This Privacy Policy sets out how Paynear Solution Service 's any website/WAP site/ mobile application use and protects any information that you provide when you use our website/WAP site/ mobile applications for any transaction. We are committed to ensuring that information shared by you is protected and we assure you that it shall solely be used in accordance with this Privacy Policy.

We are also committed to ensuring that sensitive personal data or information provided by you as - Passwords/ Financial information such as bank account or credit card or debit card or other payment instrument details/ Physical, physiological and mental health condition Sexual orientation /Medical records and history/ Biometric information are safe on our side but due to your negligence any such information will make you any type of harm you are only solely liable for this.

### **General:**

We will not sell, share or rent your personal information to any 3rd party or use your email address/mobile number for unsolicited emails and/or SMS. Any emails and/or SMS sent by Paynear Solution Service will only be in connection with the provision of agreed services & products and according to this Privacy Policy. Periodically, we may reveal general statistical information about Paynear Solution Service & its users, such as number of visitors, number and type of goods and services purchased, etc. We reserve the right to communicate your personal information to any third party that makes a legally-compliant request for its disclosure. We also use your personal information as per our communication/spam policy along with privacy policy for any necessary or needed any communication. for communication/spam policy visit <https://paynearsolutionservice.com/tc>

### **Privacy:**

Your privacy is of utmost importance to us. We follow systematic and stringent procedures to protect the security of the information / data shared with us and stored on our Website/WAP site/ Mobile Applications. The information that you have shared on our Website/WAP site/ Mobile Application is stored in secure server with encryption and can be accessed only for official purposes. Any of Our employees who violate our privacy and/or security policies related to customer's data is subject to disciplinary action, including possible termination and punishable under civil and/or criminal prosecution.



## Registration:

In the signing up process on Our Website/WAP site/ Mobile Applications, You are required to provide us certain basic mandatory information inter-alia Your name, date of birth and mobile number, KYC documents like Aadhar card, pan no, Bank Account details ,photos, photos of offices (as required by Paynear Solution Service and further by Paynear Solution Service associates/supplier/ vedor etc ) details . We never request more information than is reasonably necessary to provide requested services. We assume all the information provided by you is true, accurate, current, non-misleading, consistent and relevant. Once the registration process is completed, the said mobile number and password can be used to access your account every time you visit Our Website/WAP site/ Mobile Applications.

## Note:

We are not paying any amount to user and not to promise in future and also we are not taking any type of Money from anyone or any hidden charges directly or indirectly. If anyone asks for Money to join with Paynear Solution Service then immediately mail us on [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) If someone taking an amount for joining with Paynear Solution Service then we are not responsible for this. It's is an Offence and you will suffer by your own act. The Paynear Solution Service is taking franchisee fee directly or by proper authorized channel.

We need to access your permission when we collect your information from our products; we will tell you how we may collect, use and is same instances share this information.

## What Information That We Collect, That You Provide And That We Use

### User Provided Information& it's Uses:

In order to utilize the services at some Web sites / Mobile Application you may be asked to provide certain personally identifiable information ("PII"), such as account information (user name and password), credit card information (card type, account number, expiration date, and billing address), banking information (Swift/ABA routing number, account number, IFSC code, bank name and address), email address, IM user ID, name and company name, tax identification number, home or work address, telephone number, Details of any transactions that You carry out through our Website/Mobile Applications, Calls that we make to You or You make to Us as well as certain demographic information such as city, state, country and zip code.

Paynear Solution Service's website/WAP site/ mobile applications uses your PII to deliver the services you have requested and to communicate with you, including certain mandatory service communications such as welcome letters, billing reminders, information on technical service issues, and security announcements.

We may also occasionally send to you some product surveys or promotional mailings to inform of other products or services available from Paynear Solution Service "s website/WAP site/ mobile applications. In these activities all such information's are voluntarily provided by you. If you provided a friend's email address to Paynear Solution Service "s website/WAP site/ mobile applications for the "refer-a-friend" feature, we use that email address only for the purpose of sending your friend the email you requested. No PII is utilized Paynear Solution Service "s website/WAP site/ mobile applications for the purpose of displaying advertisements or for profiling. Paynear Solution Service's any website/WAP site/ mobile applications do not sell, rent or lease PII to third parties.

### **Control of your Personal Information:**

Paynear Solution Service's any website/WAP site/ mobile applications offer you choices for the collection, use and sharing of your personal information. You may choose not to receive marketing materials from Paynear Solution Service's any website/WAP site/ mobile applications and you may also stop the delivery of future promotional e-mail from Paynear Solution Service's any website/WAP site/ mobile applications by following the specific instructions in the e-mail you receive. These communications choices do not apply to mandatory service communications that are considered part of certain Paynear Solution Service's any website/WAP site/ mobile application services, which you may receive periodically unless you cancel/unsubscribe/block the service. You may have the facility to view or edit your personal information, and can either do so through the applicable website / Paynear Solution Service App or by writing to us using our Contact Us form or mail to [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com). We will contact you within 30 days regarding your request.

### **IP Addresses:**

Your use of the any one Product will involve the transmission of your Internet protocol address ("IP Address") to Paynear Solution Service "s any website/WAP site/ mobile application servers. This IP Address is necessary for communication with you via the Internet and may be used and stored on our servers. We use IP Addresses to determine the general geographic locations of our users; we do not link IP addresses to identify you personally for marketing purposes. Paynear Solution Service "s any website/WAP site/ mobile applications do not share non-PII (pseudonymous) information with third parties.

### **Linking to Other Sites:**

Paynear Solution Service's any website/WAP site/ mobile application links to other websites that may collect personally identifiable information about you. Paynear Solution Service's any website/WAP site/ mobile applications are not responsible for the privacy practices or the content of those linked websites because you agree to take facility from these linked websites.

#### Information Collected By Franchisee/Reseller

Paynear Solution Service's any Website/WAP site/ Mobile Application shall engage independent Franchisee to provide certain services and products related to our Website/WAP site/ Mobile Application.

Access to any of Your Personal Information by these Franchisee is limited to the information reasonably necessary in order for the Franchisee to perform their limited services for us. We will not sell, distribute or lease Your Personal Information to Franchisee unless:

- Required by law such as to comply with a subpoena, or similar legal process. To the extent We are legally permitted to do so, We will take commercially reasonable steps to notify You in the event that We are required to provide Your personal information to Franchisee as part of legal process
- When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a written government request.
- If Paynear Solution Service's any Website/WAP site/ Mobile Application becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, We will provide notice before personally identifying information becomes subject to a different privacy statement
- If this is beneficial for both of us.

#### Information Collected By Third Party Ad Servers:

Third-party ad servers or ad networks may serve advertisements on the Paynear Solution Service's any Website/WAP site/ Mobile Application. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on any Website/WAP site/ Mobile Application. They automatically receive Your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content.

Any Website/WAP site/ Mobile Application do not provide any personally identifiable information to these third-party ad servers or ad networks without Your consent. However, please note that if an advertiser asks Us to show an advertisement to a certain audience or audience segment and You respond to that advertisement, the advertiser or ad-server may conclude that You fit the description of the audience they are trying to reach. You should consult the respective privacy policies of these third party ad servers or ad networks. This Privacy Policy does not apply to, and we cannot control the activities of, such advertisers.

If third party gets involved in utilizing your PII then it will entirely be based as per that third party's respective privacy policy and not of Paynear Solution Service.

**Use of Personal Information:**

We use personal information to provide you with services & products you explicitly requested for, like the following:

- To carry out Your instructions for making and receiving payments and undertake transactions using Our services, including verifying that You have sufficient funds in Your Paynear Solution Service Wallet to make such payments
- To operate and administer Your Any Website/WAP site/ Mobile Application for providing services that You have requested
- To notify You 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 you with information, products or services that you request from Us or which We feel may interest You.
- To allow You to participate in interactive features of the Any Website/WAP site/ Mobile Application
- To improve Our internal customer training
- For financial and identity checks, fraud prevention checks, anti-money laundering and credit checks
- To enhance the security of Our services
- To send You offers based on Your previous orders and interests

**Retention of Data:**

Any Website/WAP site/ Mobile Application is required, under applicable laws, to retain certain records for a period as suggested by regulatory authorities even after closure of Your Paynear Solution Service franchisee Account Wallet Account, which will include Your personal data such as Your name, contact details, customer number and transaction history, ("Retained Data"). Other than the Retained Data, We will delete and destroy all Personal Information that we hold about you when you (or we) terminate Your Paynear Solution Service franchisee Account. We do not store your online banking login PIN, TAN and/or password. Please note that we will not store your credit card information.

Please note that we will never ask you to disclose your personal or security details by e-mail. If you receive any e-mail purportedly from us requesting your personal or security details, please do not respond to it ("Such E-mail"). Please forward any Such E-mail to [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) and thereafter delete the e-mail immediately.

### **Transfer of Information:**

- We may share Your Personal Information with third parties to provide You services as demanded by you (When you know that Paynear Solution Service is offering services through Third parties) that We offer through Paynear Solution Service "s any Website/WAP site/ Mobile Application/ Be Wallet, conduct quality assurance testing, facilitate creation of accounts, provide technical and customer support, or provide specific services, such as synchronization of Your contacts with other software applications, in accordance with Your instructions. These third parties are required not to use your personal information other than to provide the services requested by you.
- We may share your personal information with our subsidiaries, joint ventures, or other companies under a common control that we may have now or in the future, in which case we will require them to honor this Privacy Policy. If another company acquires Our Company or Our assets, that company will possess your personal information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy.
- We may disclose Your 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; or protect Our rights, reputation, and property, or that of Our users, affiliates, or the public We may disclose information in the aggregate to third parties relating to user behaviour in connection with actual or prospective business relationship with those third parties, such as advertisers and content distributors.

### **The use of Cookies and Cookie Policy:**

#### **What is a Cookie?**

A cookie is a piece of information which a website transfers to the cookie file of the browser on your computer. The browser saves the information and sends it back to the website server whenever the browser returns to the website.

### **How we use cookies on our site /app and what information we collect**

By accessing Paynear Solution Service's any website/WAP site/ mobile applications may place cookies on your hard drive. Paynear Solution Service 's any website/WAP site/ mobile applications use cookies to enable you to sign in to certain services and to help personalize your online experience. A cookie is a small text file that is placed on your hard disk by a web server. Some cookies are used only to assist you with your session on a Paynear Solution Service are any website/WAP site/ mobile applications such cookies expire automatically after you terminate your session.

Paynear Solution Service's any website/WAP site/ mobile applications also use cookies to improve the sign-in experience on certain Web sites / Mobile Application. For example, your user ID may be stored in a cookie that will remain on your computer after you terminate your session. This cookie allows your user ID to be pre-populated, so that you will only need to type your password the next time you sign in. Finally, Paynear Solution Service's any website/WAP site/mobile applications may place a cookie on your hard disk on behalf of a sponsor when an advertisement for that sponsor is shown, so that the sponsor can measure the effectiveness of that advertisement. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies can only be accessed or read by the domain that placed them. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use certain features of Paynear Solution Service's any website/WAP site/ mobile applications that depend on cookies.

### **Disabling/enabling cookies:**

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

Please note: if you disable the cookies in your browser which are used to track your purchases via our website, you will not be able to earn cash back / point when you shop our website.

There are a number of ways to manage cookies. If you use different computers in different locations you will need to ensure that each browser is adjusted to suit your cookie preferences.

You can easily delete any cookies that have been installed in the cookie folder of your browser. For example, if you are using Microsoft Windows Explorer :

- Open 'Windows Explorer'
- Click on the 'Search' button on the tool bar
- Type "cookie" into the search box for 'Folders and Files'
- Select 'My Computer' in the 'Look In' box
- Click 'Search Now'



- Double click on the folders that are found
- 'Select' any cookie file
- Hit the 'Delete' button on your keyboard If you are not using Microsoft Windows Explorer, then you should select "cookies" in the "Help" function for information on where to find your cookie folder.

### **Consequences of Not Providing Personal Information:**

If you choose not to provide Your Personal Information that is mandatory to process your request, Paynear Solution Service's any Website/WAP site/ Mobile Application Wallet may not be able to provide the corresponding services to you.

### **Security:**

Paynear Solution Service's any Website/WAP site/ Mobile Application has drawn up stringent security measures to protect the loss, misuse, and alteration of the information provided by you under our control.

At any point of time, when you change or access your account information, we offer the use of a secure server. Once your information is in our possession, we adhere to strict security guidelines, protecting the information against unauthorized access. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. **For example:**

- We use Secure Socket Layer (SSL) to encrypt the transmission of data on Our Website/WAP site/ Mobile Application.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to Personal Information to Our employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
- We are not responsible for third party circumvention of any privacy settings or security measures on Any Website/WAP site/ Mobile Application/ Wallet. You can reduce these risks by using common sense security practices such as choosing a strong password, using different passwords for different services, and using up to date antivirus software.
- We also not responsible for loss or damage due to site hack or any losses by unauthorized attack etc because these activities are not done by us.



### Server Logs:

In order to ensure easy and comfortable surfing on Paynear Solution Service “s any Website/WAP site/ Mobile Application, each time you visit our Website, the computer collects certain statistical information. These statistics are only used to provide us information in relation to the type of User using our Website by maintaining history of page requests and at no point they identify the personal details of the User. We may make use of this data to understand as to how our Any Website/WAP site/ Mobile Application are being used and this information guided us.

### International Users:

Paynear Solution Service “s any Website/WAP site/ Mobile Application is primarily Based in India. If you are accessing the Website from outside India, Your use of the Website is governed by laws of India. You are transferring Your Personal Information to India, and you are giving consent to that transfer and you are responsible for the compliance of the Indian Laws

### Other Information:

#### Important Note

- If you would like to view the information we have collected from you or you want to correct your information, please go to our Login page and log into your account to view the above details and to review your personal information.
- If you believe that any information We are holding about You is incorrect or incomplete, please email Us at [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com)
- We will promptly correct any information found to be incorrect as early as possible.
- We may change this policy from time to time by updating this page. We will post a notice on our home page that this Privacy Policy has changed but generally we did not do so it is all done under special or necessary circumstance. For updated information you are required to visit <https://paynearsolutionservice.com/tc> regularly
- Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account.
- This policy is effective from the date last updated.

### Disclosure:

Paynear Solution Service “s any website/WAP site/ mobile applications or Wallet may disclose your information as it believes is reasonably necessary to comply with law, regulation, or other governmental authority, or to prevent harm to yourself or others.

Paynear Solution Service “s any website/WAP site/ mobile applications or Wallet may also disclose your information may transfer or sale to another entity of all or substantially all of Paynear Solution Service “s any website/WAP site/ mobile application’s stock or assets in Paynear Solution Service “s any website/WAP site/ mobile application’s line of business to which this Privacy Policy relates or upon any other corporate reorganization.

### **Consent:**

You consent to the collection and use of the information You disclose on Paynear Solution Service “s any Website/WAP site/ Mobile Application in accordance with this Privacy Policy, by using Paynear Solution Service “s any Website/WAP site/ Mobile Application and/or by providing Your information, including but not limited to Your consent, for sharing Your information as per this Privacy Policy.

For contact details of the Grievance Officer or Grievance policy visit regularly <https://paynearsolutionservice.com/tc>

### **Changes and Updates:**

Our privacy policy may change at any time without prior notification. To make sure that you are aware of any changes, kindly review the policy periodically. This Privacy Policy shall apply uniformly to <https://paynearsolutionservice.com/tc>. Your use of the Products following the posting of any change to the Privacy Policy will constitute your acceptance of any such changes. We encourage you to review our Privacy Policy frequently to make sure that you understand how Paynear Solution Service “s any website/WAP site/ mobile application collects, uses, and disclose information.

### **Enforcement:**

We may use the information collected, in connection with Your use of Paynear Solution Service “s any Website/WAP site/ Mobile Application (including Your personal information) in order to investigate, enforce, and apply our Terms of Use and Privacy Policy.

### **Query???**

You have any query/question/doubt/ suggestion/ complain write in [support@paynearsolutionservice.com](mailto:support@paynearsolutionservice.com) with e-mail no phone.

### **Communication/ Spam Policy**

Welcome Paynear Solution Service.!!! Thanks for using our services (“Services”). The Services are provided by Paynear Solution Service.

By using our Services, you are agreeing to this terms/policy. Please read them carefully. Your use of Paynear Solution Service on our Website or Mobile App is governed by the following terms and conditions (Terms)

**By accepting the T&Cs, You are accepting the following:- •**

Paynear Solution Service. may send alerts to the mobile phone number provided by you while you registered /enquired on the Paynear Solution Service. Platform for the service or on any updated mobile number subsequently provided by You on Paynear Solution Service. Platform, via e-mail or push notifications. The alerts will be received, in case of SMS when the mobile phone is in „On“ mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are in functional condition , and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in „Off“ mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.

- By making use of our any Website/ Mobile Application by furnishing your personal/contact details, you hereby agree that you are interested in availing and/or purchasing the products/services that you have selected. You hereby agree by this that we may contact you either electronically or through phone, to understand your interest in our products and/or services and to fulfill your demand. You also agree that we reserve the right to make your details available to any of our authorized members/agents or franchisee and you may be contacted by them for information and for sales through email, telephone and/or SMS. You agree to receive promotional materials and/or special offers from us through email or SMS. If you disagree with our Terms of Use (TOU) from <https://paynearsolutionservice.com/tc>. please do not use our any Website/ Mobile Application from any mode/mean.

- Paynear Solution Service. will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that You shall have received the information sent from Paynear Solution Service. as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Paynear Solution Service. any website/ application or availing any Paynear Solution Service. Platform Paynear Solution Service. shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold The Paynear Solution Service. liable for non-availability of the SMS/email/social media alert/push notifications service in any manner whatsoever.
- The SMS/e-mail alert/push notification/Social Media /Social Media service provided by Paynear Solution Service. is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that you observe any error in the

information shared/provided in the alert, it is your duty to give immediately informed about the same to Paynear Solution Service. will make best possible efforts to rectify the error as early as possible. You shall not hold Paynear Solution Service. Ltd. liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification/Social Media facility.

- The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification/Social Media service depend on many factors including the infrastructure and connectivity of the service provider. Paynear Solution Service. shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- You will indemnify and hold harmless Paynear Solution Service. Ltd. and the SMS/e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney's fees which Paynear Solution Service. or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following:
  - (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an unrelated third party provided by You; and/or (iii) the customer receiving any message relating to the reservation number, travel itinerary information, booking confirmation, modification to a ticket, cancellation of ticket, change in bus schedule, delay, and/or rescheduling from Paynear Solution Service. and/or the SMS/e-mail service provider.
- You will receive informative messages/information via SMS, e mail and phone call regarding what Paynear Solution Service. Perceives to be of your interest based on your usage history and browsing history (which information may be shared by Paynear Solution Service. with its affiliates). This includes providing information relating to offers, discounts and general information by Paynear Solution Service. In case you do not want such information, you have to explicitly ask to be excluded.

**I/We further authorize Paynear Solution Service. to keep me/us informed (vide telephone, SMS, WhatsApp, mail, E-mail etc.) for all promotional schemes and/or activities**