

## TERMS AND CONDITIONS

Last updated on: 13 March, 2023

These Terms and Conditions ("**Terms**") govern access or use by you ("**User**", "**you**", "**your**") of the Services (defined below) provided by Transcorp International Limited ("**Transcorp**", "**we**", "**us**" or "**our**"), a company established under the laws of India, having its principal office at Plot No. 3, HAF Pocket, Sector 18A, Dwarka, Phase-II, New Delhi-110075. Transcorp is authorized by the Reserve Bank of India ("**RBI**") to issue and operate prepaid payment instruments in India in accordance with the provisions of the Payment and Settlement Systems Act, 2007 and directions and regulations framed thereunder, as amended from time to time. Please read these Terms carefully before accessing or using the Services. These Terms also include our privacy policy, available at <https://transcorpint.com/Privacy%20Policy.pdf> ("**Privacy Policy**").

### 1. DEFINITIONS

1. "**Applicable Law(s)**" means all applicable statutes, enactments, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, or a court of competent jurisdiction, in force at the relevant time in India.
2. "**Min-KYC Wallet**" shall mean the Wallet issued to you after obtaining 'minimum details' about you, these details may be determined by Transcorp from time to time.
3. "**Full KYC Wallet**" shall mean the Wallet issued to you after completing your full KYC according to the relevant RBI regulations.
4. "**KYC**" shall mean the Know-Your-Customer process undertaken by Transcorp as prescribed under Applicable Law.
5. "**Governmental Authority**" shall mean any national governmental authority, statutory authority, regulatory authority, government department, agency, commission, board, rule or regulation making entity or authority having or purporting to have jurisdiction over any Party, or other subdivision thereof to the extent that the rules, regulations, standards, requirements, procedures, or orders of such authority, body, or organisation have the force of any Applicable Law or any court or tribunal having jurisdiction, including but not limited to the RBI.
6. "**OTG Device**" shall mean the physical device (card or otherwise) offered to you and linked to the Wallet provided by Transcorp.
7. "**PPI Master Directions**" shall mean the Master Directions on Prepaid Payment Instruments, 2021 issued by the RBI on 27<sup>th</sup> August 2021, as amended from time to time.

8. "RBI" shall mean the Reserve Bank of India.
9. "Services" shall mean the products and services made available by Transcorp to the Users in connection with the Wallets and as more specifically mentioned in clause 2 of these Terms.
10. "Wallet" shall mean the prepaid payment instruments issued by Transcorp in accordance with the PPI Master Directions.

## 2. SERVICES

### 1. Small PPI Wallet

1. For the purpose of availing the Small PPI Wallet, the User shall be required to register with Transcorp.
2. At the time of onboarding, you will be required to provide minimum details as may be required by Transcorp under Applicable Law. Transcorp will collect and authenticate your personal identification details to undertake KYC in accordance with Applicable Law prior to issuing a Wallet.
3. You will be able to load a maximum of **INR 10,000/-** per month, and a maximum of **INR 1,20,000/- in a financial year** in such a Min-KYC (Small PPI) Wallet. In addition, the available balance in such Small PPI Wallet shall not exceed **INR 10,000/-** at any given point in time. You will be allowed to perform debit transactions in Small PPI Wallet up to a maximum of **INR 10,000/-** per month. The Small PPI Wallet can be loaded through online payment methods such as domestic credit/debit cards, net banking, permitted instruments and such other instruments/modes as may be permitted from time to time as per the RBI Master Directions.
4. . You cannot load or top-up your Min-KYC Wallet using cash.

### 2. Full KYC Wallet

1. For the purpose of availing the Full KYC Wallet Services, the User shall be required to register with Transcorp.
2. At the time of onboarding, you will be required to provide KYC documents, as may be required by Transcorp, such as proof of address, proof of identity, Permanent Account Number (PAN) and your photograph, as per the prescribed mechanism, including but not limited to audio-visual means.
3. You hereby give consent to Transcorp to use copies of the KYC documents (including the information contained in such documents) submitted by you, for completing your KYC as required under Applicable Law and update your records wherever required. You further authorise Transcorp to verify your PAN details with the National Securities Depository Limited ("NSDL") and with other permitted

repositories, as the case may be, to conduct KYC, and for any other purpose as consented by you. Transcorp may also request, and you may provide your consent, to retrieve your KYC Documents (uploaded by a third party pursuant to the customer due diligence done by such third party on you earlier), from the Central KYC Records Registry (“CKYCR”). On receipt of your consent, Transcorp will search your KYC documents on the CKYCR using your PAN and date of birth provided by you to Transcorp and will subsequently download the same from the CKYCR.

4. In addition to the above, please note that you may also choose to complete the KYC verification process by opting for the video KYC facility made available by Transcorp. You may avail this video KYC facility only if you: (a) are physically present in India; and (b) have good internet connection which allows Transcorp to identify you and the KYC Documents adequately, beyond doubt as per the Applicable Law. By opting for this video KYC facility, an audio-video call will be initiated between you and a Transcorp official for undertaking necessary steps towards completing your full KYC. By initiating the KYC process using video KYC facility, you consent to the terms provided herein. You understand and acknowledge that the availability of the video KYC facility is dependent on the availability of a Transcorp officer and may be impacted basis availability of other technical stipulations such as any delay, interruption, or failure in network or system connectivity at either end. Further, any disruption in the video KYC process may require a fresh session as per the Applicable Laws. By participating in the video KYC process, you consent for Transcorp to capture, store, and share your live GPS coordinates, audio, video, photographs, screenshots etc. (including your signatures and other information) for the purpose of verifying your identity in connection with the KYC process for your Full KYC Wallet. You are strictly prohibited from recording/ using any content of the audio-video call during the video KYC process and/or publishing it in any form or any manner whatsoever. If you violate any of the applicable terms and conditions, which includes any unauthorized recording and/or publishing of the audio-video call during the video KYC, then Transcorp shall have the right to remove your account, including any information, material or content associated with the same, immediately, and take any other action as it deems fit in relation to the Wallets and/or Services provided by us, including any legal action.

5. The available balance in such Full KYC Wallet shall not exceed **INR 2,00,000/-** at any given point in time. The Full KYC Wallet can be loaded through online payment methods such as domestic credit/debit cards, net banking, instruments and such other instruments/modes as may be permitted from time to time as per the RBI Master Directions.

6. I hereby authorize Transcorp and its agent/partner to extract my CKYC Documents from the CKYC Registry for the purposes of issuance of Transcorp PPI. I undertake to provide further information and documents that may be required by them and follow all the terms and conditions which are applicable on issuance and usage of PPI and do not have a temporary OTP based E-KYC uploaded on the CKYC Registry. I understand my KYC status may be downgraded in case my record is invalid or breaches to meet the AML/CFT rating guidelines.

### **3. UPI SERVICES**

1. You may use the UPI functionality, only if you have a valid and an operational Full KYC Wallet with a verified mobile number.

2. By using the UPI functionality, you provide your unequivocal and explicit consent to Transcorp to access your mobile device credentials including mobile device identification number, location and SIM identification number (in encrypted form or otherwise) to enable Transcorp to verify and authenticate your Full KYC Wallet held with Transcorp and/or enable any transactions undertaken by you through your Full KYC Wallet, inter alia to enable Transcorp to identify/detect any possible fraud or abuses, and/or for any other similar purposes.
  
3. Should you choose to avail the UPI functionality, you will be issued a virtual payment address that will be linked to your Full KYC Wallet (“**UPI VPA**”). You may thereafter use the said UPI VPA to undertake PPI interoperability transactions via UPI.
  
4. Each UPI transaction made by you cannot exceed any limit prescribed by the NPCI from time to time.
  
5. Transcorp may, at its sole discretion or on instructions of any Governmental Authority, temporarily or permanently suspend or terminate your access to the UPI functionality and/or your Full KYC Wallet, if it has reason to believe that there is suspicious or unusual activity being carried out through your UPI VPA or for such other reasons as we may deem fit.
  
6. Transcorp may reject your transaction via the Wallet for any reason, including but not limited to risk management, fraud, suspicion of fraudulent/ unlawful transactions and/ or transactions in violation of Applicable Laws or Transcorp policies. In such case, you may be issued a refund for such transaction in accordance with the applicable refund policy.
  
7. Transcorp may suspend your account in the event Transcorp identifies a risk of purported, fraudulent activity / abusive behaviour or for such other reason as Transcorp may deem fit.

#### **4. ESCROW ACCOUNT**

1. Wallet balances held by you are held in an escrow account with a bank which is operated by Transcorp for settling the funds in connection with the Services.

#### **5. PERMISSIBLE USE**

1. The Wallet may be used for the following purposes:
  1. Making payment goods and services, bills, and all purposes as permitted in the RBI Master Directions (updated from time to time);

2. The Min-KYC Wallet may only be used for transactions with prescribed merchants for the products/services as mentioned by the merchant on its platform;
3. No redemption or cash withdrawal is permitted on the Wallet, except as per directions of the RBI, if any;
4. Any duplication of the physical device issued by Transcorp linked to the Wallet will be subject to cancellation;
5. The Wallet may not be used for transactions in foreign currency;
6. The Wallet balance once utilised for any transaction cannot be reverted;
7. The Wallet is not transferrable or assignable;
8. Transcorp reserves the right at any time to refuse for any reason whatsoever, the use of the Wallet with the website/mobile application/payment gateway/POS machines of designated merchants.
9. You shall promptly inform Transcorp of any change of your name, mailing address, e-mail address or any other required data provided for the issuance of Wallet and submit the fresh KYC documents in respect of such change, as may be demanded by Transcorp.

## **6. REPRESENTATIONS AND WARRANTIES**

1. You represent and warrant that:
  - a) you are at least 18 years old;
  - b) you are a citizen or a legal resident of India;
  - c) you have full legal capacity and authority to agree and bind yourself to these Terms;
  - d) if you represent an entity, organisation, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organisation, or legal person to these Terms.
  - e) you are not barred or otherwise legally prohibited from accessing or using the Service;
  - f) all information that you provide in relation to the Service is complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while you use the Service;
  - g) you are not politically exposed (PEP) or related to a PEP;

- h) you permit the issuer to consider the address input by you as your current address even if the address does not match that as per the KYC documents submitted/processed;
- i) you agree to permit notifications related to the wallet/card/OTG to be sent to your alternate mobile number (different from your registered mobile number) if so is provided by you;
- j) you permit entering into shared/joint account programs and consent to funds loaded by you to be loaded into another Transcorp user's account and these funds may be utilised by other users who are part of the shared/joint account program.
- k) as part of a shared/joint account programs, you will make spend transactions only after informing the other users who are part of the shared/joint account program and obtain explicit consent for spending the funds of the user(s) who have loaded funds into your account. PPI issuer will not be responsible for this matter.
- l) you will not load the wallet/card/OTG with proceeds or source of funds which are directly or indirectly related to Cryptocurrencies, VDA (Virtual Digital Assets), unauthorised Foreign Currencies/unauthorised Foreign Exchange, Gambling, Gaming, Pornography and related demerit goods/services.
- m) you will not spend funds that are on the wallet/card/OTG with proceeds or source of funds which are directly or indirectly related to Cryptocurrencies, VDA (Virtual Digital Assets), unauthorised Foreign Currencies/unauthorised Foreign Exchange, Gambling, Gaming, Pornography and related demerit goods/services.
- n) you have not fabricated any KYC documents or user details submitted and they are genuine in nature.

## **7. USER RESPONSIBILITY**

1. You agree that you are solely responsible for understanding and complying with the provisions of the Applicable Law at all times.
  
2. You hereby agree to use the Wallet in accordance with Applicable Law and further agree not to use it for any unlawful purpose. You will not undertake or encourage any illegal, criminal, money laundering, terrorist activities or any other activity that is in violation of Applicable Laws while using the Wallet.
  
3. You are solely responsible for maintaining the security and confidentiality of your password/PIN/credentials associated with your Wallet and immediately notify us of any loss or theft of your online wallet and OTG Device, or authentication data or if any fraud/abuse is detected, any unauthorised use, any other breach of security etc. with respect to your Wallet. You shall be responsible in case of any compromise of your password/PIN/credentials and transaction done due to such compromise of security and confidentiality of your password/PIN/credentials and other related sensitive information.
  
4. In case the OTG Device is lost or misplaced, you shall promptly inform Transcorp in writing and the same shall be addressed in accordance with the various policies of the issuer.
  
5. You shall extend all cooperation to us in our defence of any proceedings that may be initiated against us due to a breach of your obligations or covenants under these Terms.

6. You shall not use the Service in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you shall not:

- a) Make any unauthorized use of the Services, including collecting usernames and/or email addresses of other users by electronic or other means.
- b) Circumvent, disable, or otherwise interfere with security-related features.
- c) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive information.
- d) Engage in any automated use of the system, such as using scripts, or using any data mining, robots, or similar data gathering and extraction tools.
- e) Interfere with, disrupt, or create an undue burden on the networks or services connected to the Services.
- f) Attempt to impersonate another user or person or use the username of another User.
- g) Use the Services as part of any effort to compete with us.
- h) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- i) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- j) Copy or adapt the software comprising the Services.
- k) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- l) Attempt to gain unauthorized access to any portion or feature of the Service, any other systems or networks connected to the Service, to any of our servers by hacking, password mining, or any other illegitimate means.
- m) Use the Services in a manner inconsistent with any Applicable Laws.

## 8. VALIDITY

1. The Full KYC Wallet shall be valid for **the validity as mentioned on your wallet/card/OTG**. Any unutilized balance remaining after the date of expiry will be treated as per Applicable Law.

2. The Min-KYC Wallet shall be valid for **the validity as mentioned on your wallet/card/OTG or as per timelines prescribed under Applicable Laws**. Any unutilized balance remaining after the date of expiry will be treated as per Applicable Law.

3. Wallets with no financial transactions for a consecutive period of one year will be made inactive by us, after notifying you. We may re-activate such Wallet after validation and applicable due diligence.

## 9. CHARGES

1. Transcorp may levy the following charges on the Users:

- a) Any fees charged by Transcorp in respect of any Wallet issued to the User, including replacement, renewal, handling and other fees, if any. These fees are non-refundable, non-transferrable and non-assignable in nature.
  - b) Service charges on specific types of transactions. The method of computation of such charges will be as notified by Transcorp from time to time on its website: [www.transcorpint.com](http://www.transcorpint.com)
  - c) Any charges levied by the co-branding partner or any other partner that is involved in providing the services to the users as updated from time to time.
  - d) Any network related surcharges including but not limited to fuel, IRCTC, governmental payments etc. and others.
2. All charges, in the absence of manifest error, shall be final and binding on the User and shall be conclusive in nature.
3. All statutory taxes, goods and service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Wallet) and taxes (of any description whatsoever) as may be levied from time to time by a Governmental Authority in respect of or in connection with the Wallet, will be borne by the Customer.
4. Nothing contained herein shall prevent Transcorp from deducting tax deductible at source as required under the Applicable Laws, from any transaction through the Wallet.
5. Transcorp shall not pay any interest on Wallet balances.

## **10. THIRD PARTY SERVICES**

1. While using the Services, you may avail services provided by third party service providers including but not limited to merchants and payment aggregators in conjunction with the Services provided by Transcorp ("**Third Party Services**").
2. Your use of each of the Third Party Services is subject to the terms of use, if any, that each of those Third Party Services may be subject to.
3. We have not reviewed the Third Party Services, and we are not responsible for them. We have no control over the Third Party Services, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to use any of the Third Party Services, you do so entirely at your own risk and subject to the terms and conditions for use of such Third Party Services. Nothing may be considered as an endorsement by Transcorp of the Third Party Services or the entities that own or operate the Third Party Services.



4. The User specifically acknowledges that we are not liable, and you agree not to seek to hold us liable, for the conduct of third party service providers, including other users of such Third Party Services, and that the risk of the Third Party Services and of injury from the foregoing rests entirely with you.

#### **11. CO-BRANDING PARTNER**

1. For the purpose of provision of Services, Transcorp may enter into an agreement with a co-branding partner as per the board approved policy of Transcorp.

#### **12. INTELLECTUAL PROPERTY RIGHTS**

1. All rights, title, and interest in and to the Services, including all intellectual property rights arising out of Services, are owned by or otherwise licensed to us. Subject to compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable, and limited licence to use the Services in accordance with these Terms and its written instructions issued from time to time.

2. Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any third-party's intellectual rights.

#### **13. INDEMNITY**

1. You shall indemnify, defend at Transcorp's option, and hold Transcorp, its affiliates, and their officers, associates, successors, assigns, licensors, employees, directors, agents, and representatives, harmless from and against any direct or indirect losses, actions, damages, penalties, cost and expenses, claim, demand, lawsuits, judicial proceeding, (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) arising from or relating to:

a. acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you and/or your personnel, agents, representatives, or any third party who may use your account, use of the Services, violation of these Terms or any infringement of these Terms;

b. contravention of any Applicable Law or industry practice applicable to you;

c.any claim from any authority or any third party as a result of any action or inaction on your part, including but not limited to breach of these Terms or any acts committed beyond the scope of these Terms.

#### **14. LIMITATION OF LIABILITY**

1. Notwithstanding anything to the contrary contained herein, neither Transcorp nor any of its affiliates or related parties shall have any liability to you or any third party for any direct, indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms, including any action taken by any adjudicating authority. To the maximum extent permitted by law, you agree to waive, release, discharge, and hold harmless Transcorp, its affiliated and subsidiary companies, its parent company, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Services.

#### **15. TERM AND TERMINATION**

1. These Terms shall remain in effect unless terminated in accordance with the terms hereunder.
2. We may terminate your access to the Wallet or use of the Service, or any portion thereof, immediately and at any point, at our sole discretion (a) if you violate or breach any of the obligations, responsibilities, or covenants under these Terms, or (b) when you cease to become a user of our Service, or (c) if you do not, or are likely not to, qualify under Applicable Law, to access and use the Services, or (d) for any other business, legal, or regulatory reason.
3. If you wish to stop availing the Services, you need to notify us via email to [cards@transcorpint.com](mailto:cards@transcorpint.com) and your account will be closed as per the Board Approved Policy and/or any other policies of the issuer.
4. We may terminate the Services we provide at any time, for any reason, and without advance notice to you your account will be closed as per the Board Approved Policy and/or any other policies of the issuer.
5. Upon termination or expiry of these Terms:
  - a. the validity of the Wallet will expire;
  - b. these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry; and
  - c. the balance amount available in the Wallet shall be transferred to the source account, or your pre-designated bank account intimated by you to Transcorp or as may be permitted under Applicable Law.

## **16. DISCLAIMER**

1. The Services of Transcorp are provided on an "as is" and "as available" basis, and Transcorp hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, undertakings and terms are hereby excluded. Transcorp makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, or completeness of any information provided by Transcorp. Transcorp does not represent or warranty that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the website does not violate any third party rights; and Transcorp makes no representations or warranties of any kind concerning any product or service offered or displayed on the web site. No information, whether oral or written, obtained by you from Transcorp shall create any warranty not expressly stated herein.

2. We do not take part in the actual transaction that takes place between the buyers and sellers and hence are not a party to any such contract for sale negotiated between buyers and sellers. All transactions will be the responsibility of the consumers/customers and users only.

3. Transcorp is under no obligation to partake in disputes between any Users, or between Users and any third party arising in connection with the use of the Services. This includes, but is not limited to, delivery of goods and services by any third parties, including third-party service providers. You release Transcorp, its officers, employees, agents, and successors in rights from all claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising directly or indirectly out of or in any way related to such disputes and the Services. Transcorp reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Services.

## **17. CHANGES TO TERMS**

1. The Terms are subject to revisions at any time, as determined by Transcorp, and all changes are effective immediately upon being posted. It is your responsibility to review these Terms periodically, for changes. Any continued use by you of the Services after such change will be deemed to be an acceptance of the changes by you.

## **18. CUSTOMER SUPPORT**

1. For further details and enquiries, contact our customer support service at +91 7597182222.

2. You can also email us at [cards@transcorpint.com](mailto:cards@transcorpint.com) or visit [www.transcorpint.com](http://www.transcorpint.com) and submit your queries and details.

## 19. GOVERNING LAW AND JURISDICTION

1. These Terms shall be governed by and construed in accordance with the laws of India and subject to the various clauses of this document, the courts of New Delhi, India shall have exclusive jurisdiction over any Dispute (*defined below*) concerning these Terms.
2. Any instances of fraud, misuse of the Wallet, or any dispute will be resolved as per the Customer Grievance Policy of the company available at <https://transcorpint.com/report-issue-for-ppi-card-instrument/>
3. Any dispute or claim arising out of or in connection with or relating to these Terms or their breach, termination, or invalidity hereof ("**Dispute**") shall be referred to and finally resolved by arbitration in Delhi in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference.
4. Within 30 (thirty) days of the issue of a notice of Dispute, Transcorp and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) days' period, Transcorp and you shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.
5. The seat of arbitration shall be Delhi and the arbitration proceedings shall be conducted in the English language.
6. We/You agree to keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts, or award unless required by Applicable Law. The decision of the arbitrator shall be final and binding on us/you hereto.
7. We/You hereto agree that our/your consent for the resolution of the Dispute through arbitration shall not preclude or restrain us from seeking suitable injunctive relief in appropriate circumstances from courts in Delhi.
8. The cost of arbitration shall be borne in a manner by us/you as determined by the arbitrators. In the meantime, we/you shall bear our/your own cost for the arbitration which shall be reimbursed as per the directions in the arbitral award.

## 20. MISCELLANEOUS

1. **Severability** - If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in

effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

2. **Waiver** - No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Every right or remedy herein conferred upon or reserved to either party shall be cumulative and shall be in addition to every right and remedy existing at law or equity or by statute and the pursuit of any one right or remedy shall not be construed as an election.

3. **Force Majeure** - You agree that we shall not be liable for any breach of these Terms if such breach is caused by an event that is unforeseeable and beyond our reasonable control such as, depending on the circumstances, unavailability of any communication system, breach or virus in our system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, unauthorized access to computer data and storage devices, computer crashes and regulatory or government actions ("**Force Majeure Event**"). In such circumstances, we will be entitled to a reasonable extension of time to perform our obligations and shall take commercially reasonable methods to inform you of the Force Majeure Event and use all reasonable endeavours to mitigate the effects of the Force Majeure Event.

4. **Notices** - All notices or demands to or upon web site shall be effective if in writing and shall be duly made when sent to Transcorp at the following address:

**To:**

Transcorp International Limited,  
Plot No. 3, HAF Pocket, Sector 18A, Dwarka, Phase-II, New Delhi-110075

5. **Third Party Rights** - No third party shall have any rights to enforce any terms contained herein.

6. **Translations** - Transcorp may provide you with translated versions of these Terms solely to assist you with understanding these Terms in greater detail. The English version of these Terms shall be controlling in all respects. In the event of any inconsistency between the English version of these Terms and any translated version, the terms of the English version shall prevail.