



## **Terms and Conditions**

This document/agreement/understanding is a computer-generated electronic record published in terms of Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (amended from time to time) read with Information Technology Act, 2000 (amended from time to time) and does not require any physical or digital signatures.

These terms including annexures and links herein, apply to your use of [www.imoneypay.in](http://www.imoneypay.in), any other linked pages, API keys, features, content or application services (including but without limitation to any mobile application, mobile site services) (“ Website ”) owned by I Money Pay Private Limited (Formerly known as E-Meditek Global Private Limited ( ‘herein after referred as iMoneyPay/Company’ ” ), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 2<sup>nd</sup> Floor, NDM 2, 205-A, Pitampura, Netaji Subhash Place, New Delhi-110034. “We”, “Us”, “Our” - shall refer to iMoneyPay. “You”, “Yours”, “Yourself”.

Before You may use the Website, you must read all of these General Terms of Use and the Specific Terms of Use (defined below) (hereinafter together referred to as the “Terms”) and the Privacy Policy provided on the Website. By using iMoneyPay services, You are unconditionally agreeing to the Terms and Conditions set out below with iMoneyPay and will be bound by them.

By agreeing to these Terms and Conditions, You represent the following:

- You are 18 (eighteen) years old or older;
- Capable of entering into a legally binding agreement;
- You are an Indian resident;
- You have not been previously suspended or removed from the Prepaid Payment Account Services;
- You have valid and subsisting right, authority, and capacity to enter into these Terms and Conditions and to abide by all of the terms and conditions contained herein; and
- You are not impersonating any person or entity, or falsely stating or otherwise misrepresenting identity, age or affiliation with any person or entity.

All references in these Terms and Conditions to You or Your shall refer to the users or Customer of Website or Merchant Site(s). All references in these Terms and Conditions to We, Us, or Our shall refer to iMoneyPay, and their respective affiliates, as the case may be.

1. DEFINITIONS: Unless the context requires otherwise the terms defined shall have the same meaning attributed to them herein:

a) "Applicable Law(s)" shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the



force of law and in each case, any implementing regulation or interpretation issued thereunder including any successor Applicable Law;

- b) "Customer" shall mean the registered user of iMoneyPay account.
- c) "iMoneyPay account" shall mean the account created by the Customer for using the services provided by iMoneyPay.
- d) "iMoneyPay Wallet" shall mean a Minimum KYC prepaid payment instrument and Full KYC prepaid payment instrument as the case may be, in the form of a virtual payment account.
- e) "iMoneyPay Gift Instrument" shall mean a prepaid gift instrument(s) as per RBI Master Directions on Prepaid Payments Instruments.
- f) "Merchant(s)" shall mean seller(s), retailers or e-commerce marketplace or such other business entities who accept iMoneyPay Balance Account as payment options for collecting payments from the Customer
- g) "Mobile Application(s)" shall mean the software application(s) which inter alia, enables iMoneyPay account through the mobile-device.
- h) "RBI" shall mean Reserve Bank of India.
- i) "Terms and Conditions" shall mean these terms and conditions issued by iMoneyPay;
- j) "Transaction" shall mean an online and offline purchase of Product; or payments for purchase of Products or for any other specified purpose to a Merchant; or to other Customer, or transfer of funds to any bank account, through iMoneyPay Balance Account or through any other modes as determined from time to time and shall also include load/reload of iMoneyPay Balance Account.
- k) "Website" shall mean website having the domain <https://www.imoneypay.in> or mobile site, Mobile Application(s), or online frontend or backend interphases through which the iMoneyPay shall issue the Prepaid Payment Account after creation of iMoneyPay account.

## 2. INTERPRETATIONS

2.1. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

2.2 Words importing any gender include the other gender.

2.3 Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

2.4 All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these terms.



2.5. These Terms and Conditions shall be independent of the terms and conditions of Merchant(s)' site(s).

2.6. An "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration.

### 3. ISSUANCE AND REGISTRATION OF IMONEYPAY BALANCE ACCOUNT / PREPAID PAYMENT ACCOUNT

3.1. The Prepaid Payment Account will be issued to Customer on their request and pursuant to the Customer making an application for registration of iMoneyPay Balance Account and agreeing to these Terms and Conditions and other applicable terms and conditions in the manner prescribed by the Company in this regard, provided the Customer has fulfilled the eligibility and Know Your Customer ("KYC") criteria and provided all relevant information and/or documentation request by the Company.

3.2 The Company reserves the right to reject any application made for issuing a Prepaid Payment Account without assigning any reason.

3.3 In order to acquire register, create and use a Prepaid Payment Account, the Company may require You to submit certain personal information, such as Your name, mobile phone number, e-mail address, date of birth, preferred language of communication, etc as amended by the Company from time to time and any other data as per Applicable Law ("Data") . You agree that the Data You provide to the Company upon registration and at all other times will be true, accurate, current and complete. You shall immediately inform the Company or its authorized service provider(s) about change in Data along with such proof of change.

3.4 You hereby authorize the Company, directly or through third parties, to make any inquiries that the Company may consider necessary to validate Your identity and/or authenticate Your identity and Prepaid Payment Account information. This may include asking you for further information and/or documentation about Your account usage or identity, or requiring You to confirm identification by furnishing KYC documentation, ownership of Your email address, telephone number or financial instruments, among others. This process is for internal verification purposes. You agree and understand that the Data as entered by You shall always be maintained by iMoneyPay including its authorised service providers.

3.5 The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and the iMoneyPay reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.



3.6 Notwithstanding anything contained herein, You shall complete Your KYC verification process through the e-KYC mode, as may be made available to You, You also agree to and accept the below terms:

a. You hereby consent that the Company may, through an authorized UIDAI regulated agency (“Agency”), authenticate ‘Know Your Customer’ (KYC) information through biometric and/or One Time Password (OTP) based Adhaar authentication (“e-KYC”) and/or any other permitted means for the purpose of fulfilling the KYC requirements mandated by the RBI, in a manner as required under applicable laws.

b. You hereby allow iMoneyPay to obtain from the Agency, and to store Your e-KYC for a period of 10 (ten) years from the date of termination of Your account with the Company, or any other period as mandated under any applicable laws.

c. You hereby declare that the details furnished by You are true, correct and complete to the best of Your knowledge. You will keep the iMoneyPay indemnified and harmless with regard to any inaccuracies, errors, discrepancies, etc. in the information provided, or in case of any incomplete information provided.

d. You confirm that You are aware of and have read the laws applicable in relation to eKYC Data and that You are aware of Your rights and obligations thereunder and under all applicable laws.

e. You agree that the Company may also share Your information/ data for such purposes as may be mandated under Applicable Law or any order/request of a regulatory/ statutory authority or Court.

3.7 The Company reserves the right to discontinue the Services/ reject applications for Prepaid Payment Account Services at any time if there are discrepancies in information and/or documentation provided by You or if the information/documentation provided by You is found to be incorrect or wrong. In such an event, the Company reserves the right to forfeit the balance therein to the extent and in accordance with Applicable Laws.

#### 4 . EXTENT OF PREPAID PAYMENT ACCOUNT SERVICES

4.1. The amount that can be transacted in the Prepaid Payment Account is governed by Applicable Laws including rules, regulations and guidelines laid down by RBI which include monthly limits, transaction limits and balance limits on the Prepaid Payment Account. Subject to any change in Applicable Law including guidelines/notifications issued by RBI from time to time the limitations stated hereunder may be reviewed and modified at the discretion of the Company without prior intimation to the Customer:

#### 4.1.1 iMoneyPay Wallet:

Small PPI:

##### (A) Minimum KYC iMoneyPay Wallet Features:-

Sr No	Feature	Conditions
1	Currency of Issue	Indian Rupees
2	The maximum Outstanding Balance	The maximum outstanding balance must not exceed INR 10,000/- (Indian Rupees Ten Thousand only) at any point in time
3	Loading or Re-loading funds	The total amount loaded or reloaded in the prepaid payment account during any given month shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) and the total amount loaded during the financial year shall not exceed Rs 1,20,000/- (Indian Rupees One Lakh and Twenty Thousand Only)
4	Debit from prepaid payment account	The total amount debited from the prepaid payment account during any given month shall not exceed INR 10,000/-
5	Cash withdrawal	Cash withdrawal of any amount from prepaid payment account is prohibited under RBI regulations.
6	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the Company shall make the Prepaid Payment Account inactive.
7	Usage of the instrument	The instrument can be used only for purchase of goods and services. Fund transfer to other iMoneyPay Wallet(s) or to bank accounts is not permitted.
8	Validity Period	Lifetime.

(B) Minimum KYC iMoneyPay GPR Features:-

Sr No	Feature	Conditions
1	Currency of Issue	Indian Rupees
2	The maximum Outstanding Balance	The maximum outstanding balance must not exceed INR 10,000/- (Indian Rupees Ten Thousand only) at any point in time
3	Loading or Re-loading funds	The total amount loaded or reloaded in the prepaid payment account during any given month shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only) and the total amount loaded during the financial year shall not exceed Rs 1,20,000/- (Indian Rupees One Lakh and Twenty Thousand Only)
4	Debit from prepaid payment account	The total amount debited from the prepaid payment account during any given month shall not exceed INR 10,000/-
5	Cash withdrawal	Cash withdrawal of any amount from prepaid payment account is prohibited under RBI regulations.
6	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the Company shall make the Prepaid Payment Account inactive.
7	Usage of the instrument	The instrument can be used only for purchase of goods and services. Fund transfer to other iMoneyPay Wallet(s) or to bank accounts is not permitted.
8	Validity Period	03 Years

## Full KYC iMoneyPay Wallet

Full KYC iMoneyPay Wallet Features:-

Sr No	Feature	Conditions
1	Currency of Issue	Indian Rupees
2	Loading or Re-loading funds	The maximum outstanding balance must not exceed INR 2,00,000/- (Indian Rupees Two Lacs only) at any given point in time.
3	Funds transfer from prepaid payment account	(a) In case of pre-registered beneficiaries, the fund transfer limit shall not exceed Rs 2,00,000/- (Indian Rupees Two Lacs Only) per month per beneficiary. (b) for all other cases, fund transfer limit shall not exceed Rs 10,000/- (Indian Rupees Ten Thousand Only) per month.
4	Making the prepaid payment account inactive	In case of no financial transaction for a consecutive period of 1 (one) year in the Prepaid Payment Account, the Company shall make the Prepaid Payment Instrument Account inactive. The same shall be reactivated only after due diligence and validation to the satisfaction of the Company.
5	Cash withdrawal	Cash withdrawal shall be subject to the limit of Rs.2000/- per transaction within monthly limit of Rs.10,000/-.
6	Usage of the instrument	The instrument can be used for money transfer, purchase of goods and services.
7	Validity Period	Lifetime
8	Risk Categorisation	iMoneyPay have right to categorised the open wallets in respect to the risk associated with the users as per your transaction

		<p>volume, the wallet is categorised into three risk categories i.e., High Risk, Medium Risk and Low Risk..</p> <p>The maximum transaction limit shall be upto Rs. 2,00,000/- per day, upto Rs. 10,00,000/- per month and 1,20,00,000/- per year.</p>
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\*Note: 1. KYC documentation shall be in line with the prevailing RBI guidelines on (KYC) Know your Customer.

2. Above parameters and limit capping are subject to change as per when new guidelines or Master direction on issuance and operation of prepaid card as may be issued by RBI from time to time.

3. iMoneyPay shall set the limits of transactions considering the risk profile of the users.

#### 4.1.2. iMoneyPay Gift Instruments

- a. Maximum value of each such payment instrument shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only).
- b. The maximum number of instruments which can be held by an individual shall be 50 (Fifty) at any given point of time. The validity of the prepaid gift instruments shall be 01 year.
- c. These Gift Instruments are not re-loadable.

4.2 The said Prepaid Payment Account is valid for purchase of Products and Services and Transactions within territory of India in Indian Rupees only.

4.3 Prepaid Payment Account or Services thereunder is not transferable unless required by operation of law.

4.4 The Customer shall be able to use the Prepaid Payment Account only to the extent of the amount loaded onto the Prepaid Payment Account.

4.5 The Prepaid Payment Account shall be activated subject to the minimum amount being loaded on the Prepaid Payment Account as may be specified by the Company from time to time and after creation of the iMoneyPay account.

4.6 The Customer or any other person permitted to load the Prepaid Payment Account may credit the Prepaid Payment Account through any of the methods prescribed from time to time.



4.7 The Customer may be able to carry out all or any kind of Transactions, as may be available from time to time.

4.8 No cash withdrawal or cash remittance is permissible on the iMoneyPay Balance Account. No interest will be payable by the Company to Customers on the available balance reflected on the iMoneyPay Balance Account.

4.9 The Customer is permitted to maintain and operate only one iMoneyPay Account. Any suspected non-conformity with this requirement shall be just cause for the suspension/discontinuation of any/all Prepaid Payment Accounts associated with the Customer.

4.10 The Company may further as per its discretion introduce appropriate controls over the usage of the Prepaid Payment Account.

## 5. NATURE OF USAGE

5.1 The Customer shall at all times ensure that the iMoneyPay account/ Prepaid Payment Account credentials are kept safe and shall under no circumstances whatsoever allow the iMoneyPay Account and Prepaid Payment Account to be used by any other individual. You shall be responsible for all facilities granted by the iMoneyPay and for all related charges and shall act in good faith in relation to all dealings with the Prepaid Payment Account.

5.2 The Customer will be responsible for the security of the Prepaid Payment Account including iMoneyPay account and shall take all steps towards ensuring the safekeeping thereof. The Customer shall not disclose his/her/its password to anyone verbally or in writing nor record it elsewhere and if so done, same shall be at Customers' sole risk and peril.

5.3. The Customer will be liable for all charges incurred on the Prepaid Payment Account until the Prepaid Payment Account is reported for closure. You shall, immediately intimate the Company of the occurrence of any fraud, hacking or unauthorised use and the Company may, after due investigations, suspend or terminate the Prepaid Payment Account. It shall be solely Customers responsibility to ensure privacy and confidentiality of Prepaid Payment Account details.

5.4 On creation of Prepaid Payment Account, You will have the opportunity to use various interactive aspects through which You can communicate with us and share information (collectively "Posted Information"). It is important that You act responsibly when providing such Posted Information. Do not use inappropriate language, make gratuitous personal criticisms or comments. When participating in interactive aspects of the Service, please do



include all relevant information in a concise manner to help us provide You with a constructive response. You agree and acknowledge that:

5.4.1 You are solely responsible for any Posted Information that You submit on the Website or transmit to our Team and/or other users of the Website;

5.4.2 You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party;

5.4.3 You may not provide any Posted Information that falsely expresses or implies that such content or material is sponsored or endorsed by the Company;

5.4.4 You may not provide any Posted Information that is unlawful or that promotes or encourages illegal activity;

5.4.5 You understand and agree that the Company may (but is not obligated to) review and delete any Posted Information that in the sole discretion of the Company violates these Terms or which might be offensive, illegal, or violate the rights of, harm, or threaten the safety of other users of the Website and/or any other person;

5.4.6 You acknowledge and agree that the Company does not and shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or other material or information created, obtained or accessible through the Services. The Company does not endorse, verify or otherwise certify the contents of any comments or other material or information made by You. You are solely responsible for the contents of Your communications and may be held legally liable or accountable for the content of Your comments or other material or information;

5.4.7 You agree that You will only provide Posted Information that You believe to be true and You will not purposely provide false or misleading information; and

5.4.8 The following is a partial list of the kind of content and communications that are illegal or prohibited on/through the Website. The Company reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services and terminating the membership of such violators or blocking Your use of the Services and/or the Website. You may not post content that: