

Disclaimers'

Encore Digitech Private Limited. is an authorized Business Correspondent delivering mainstream financial services to the under-banked masses and authorized agent institution under Bharat Bill Pay Initiative of RBI. We are authorized to appoint Customer Service Points for providing kiosk banking services. All access to and use is subject to Privacy Statement and governed by Terms of Service.

TERMS and Conditions

Eligibility

The services are not available to persons under the age of 18 or to anyone previously suspended or removed from the services by EDPL. By accepting these Terms & Use or by otherwise using the Services or the Site, You represent that You are at least 18 years of age and have not been previously suspended or removed from the Services. You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

Redemptions

Coupon/Offer redemption is purely subjected to standard and specified terms and conditions mentioned by the respective provider. Coupons are issued on behalf of the respective provider. Hence, any damages, injuries, losses incurred by the end user by using the coupon are not the responsibility of EDPL.

Privacy Policy & Information Usage

We respect your privacy at EDPL and value your trust. Kindly read our Privacy Policy carefully for information related to our collection, use, and disclosure of your personal information. The Privacy Policy is incorporated by reference in this Agreement. Use of the EDPL website, applications and/or its services constitutes acceptance of the Privacy Policy.

Your Account

You agree that the information you provide to EDPL on registration and at all other times, including payment, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that Your Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, PIN, Password, or any credit, debit or prepaid cash card number or net-banking login/password, if applicable), then you agree to immediately notify EDPL and indemnify EDPL from any liabilities that may arise from the misuse of your account.

Your mobile number and email acts as your username that will identify your account and thereby all of your transactions and account related activity on EDPL. If an account is found to be overly inactive, the account may be reclaimed by EDPL without notice. Inactivity may be considered as you're not signing in and/or never having done a transaction from your account on EDPL for more than six months at a stretch. We encourage you to choose a strong password to protect your account. It is advised that you not share your password with anyone or write it down. Make sure you sign out before leaving a computer unattended. EDPL never, under any circumstances, asks for your account password. Third Party Sites, Products and Services The Services and/or the Site may include links or references to other web sites or services solely as a convenience to users ("Reference Sites"). EDPL does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services and/or the Site are solely between You and such entity. Access and use of reference sites, including the information, materials, products, and services on or available through reference sites is solely at your own risk.

Billing and Payment

We may in future provide a detailed billing summary in the format of its choice, which may change from time to time. This summary may be found by logging into your account (if you have registered and created an account) on the Site. All charges will be automatically placed to your credit card, debit card, prepaid cash card, PayPal or net banking account for the amount of Recharge successfully purchased at the time of purchase. No additional notice or consent will be required for charging Service use to your credit card, debit card, prepaid cash card, net-banking account or PayPal account. The merchant name "EDPL" will appear on your credit card statement for all purchases you do at www.EDPL.in.

All Sales are Final

All sales of Recharge are final with no refund or exchange permitted. You are responsible for the details you provide that lead to a purchase. However, if in a transaction performed by you on the Site, money has been charged to your card or bank account and service is not delivered within 24 hours of your completion of the transaction then you may inform us by sending an email to our customer services email address mentioned on the Contact Us page. EDPL shall investigate the case and if it is found that money was indeed charged to your card or bank account without delivery of the Service then you will be refunded the money within 7 working days from the date of receipt of your email.

Termination; Agreement Violations

You agree that EDPL, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Services and remove and discard all or any part of Your account, Your user profile, or Your recipient profile, at any time. EDPL may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your

access to the Services or any account you may have or portion thereof may be effected without prior notice, and you agree that EDPL will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies EDPL may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Services

Limitation of Liability and Damages

In no event will EDPL or its contractors, agents, licensors, partners, or suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) your use or inability to use the services, the site (including any and all materials) or any reference sites, even if EDPL or a EDPL authorized representative has been advised of the possibility of such damages. In no event will EDPL or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to You for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Services, (iii) Your use or inability to use the Services or the Site (including any and all Materials) or any Reference Sites. You acknowledge and agree that EDPL has offered its products and services, set its prices, and entered into this agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and EDPL, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and EDPL. EDPL would not be able to provide the services to you on an economically reasonable basis without these limitations. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to You. In such cases, EDPL's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

Indemnity

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

Disclaimer: No Warranties

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

Ownership: Proprietary Rights

The Services and the Site are owned and operated by EDPL and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Services and the Site provided by EDPL (the "Materials") are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and EDPL, all Materials, trademarks, service marks, and trade names contained on the Site are the property of EDPL and/or third party licensors or suppliers. You agree not to remove, obscure, or alter EDPL or any

third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services. Except as expressly authorized by EDPL, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. EDPL reserves all rights not expressly granted in this Agreement. If You have comments regarding the Services and the Site or ideas on how to improve it, please contact our Helpdesk. Please note that by doing so, You hereby irrevocably assign to EDPL, and shall assign to EDPL, all right, title and interest in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Modification of this Agreement

EDPL reserves the right to change, modify, add, or remove portions of this Agreement (each, a "change") at any time by posting notification to the EDPL website www.EDPL.in or otherwise communicating the notification to You. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to payment transactions initiated after the posting date. If You do not agree with any such modification, Your sole and exclusive remedy is to terminate your use of the services. For certain changes, EDPL may be required under applicable law to give you advance notice, and EDPL will comply with such requirements.

Notice

EDPL may provide you with notices and communications by email, regular mail or postings on the EDPL website www.EDPL.in or by any other reasonable means. Except as otherwise set forth herein, notice to EDPL must be sent by courier or registered mail to Encore Digitech Private Limited, Registered Office 3, Canal Street, 1st Floor, Loknath Apartment, Kolkata-710014

Waiver

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

Arbitration

EDPL may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Kolkata, West Bengal and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Kolkata, West Bengal, necessary to

protect the rights or the property of you or EDPL (or its agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of arbitration shall be English.

Governing Law and Forum for Disputes

Except as otherwise agreed by the parties or as described in the Arbitration section above, you agree that any claim or dispute you may have against EDPL must be resolved by a court located in Kolkata. You agree to submit to the personal jurisdiction of the courts located within Kolkata, West Bengal for the purpose of litigating all such claims or disputes. This Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

Assignment.

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

Survival

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

Headings

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

Entire Agreement

This is the entire agreement between You and EDPL relating to the subject matter hereof and will not be modified except in writing, signed by both parties, or by a change to this Agreement made by EDPL in accordance with the terms of this Agreement.

PRIVACY POLICY

We value the trust you place in us. That's why we insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices. Also note: By visiting this Website you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Website. By mere use of the Website, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

Collection of Personally Identifiable Information and other Information When you use our Website, we collect and store your personal information which is provided by you from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our Website to make your experience safer and easier. More importantly, while doing so we collect personal information from you that we consider necessary for achieving this purpose.

In general, you can browse the Website without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the Website. We may automatically track certain information about you based upon your behavior on our Website. We use this information to do internal research on our users' demographics, interests, and behavior to better understand, protect and serve our users. This information is compiled and analyzed on an aggregated basis. This information may include the URL that you just came from (whether this URL is on our Website or not), which URL you next go to (whether this URL is on our Website or not), your computer browser information, and your IP address.

We use data collection devices such as "cookies" on certain pages of the Website to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website and you may be required to re-enter your password more frequently during a session.

Additionally, you may encounter "cookies" or other similar devices on certain pages of the Website that are placed by third parties. We do not control the use of cookies by third parties.

If you transact with us, we collect some additional information, such as a billing address, a credit / debit card number and a credit / debit card expiration date and/ or other payment instrument details.

If you choose to post messages on our message boards, blogs or other message areas or leave feedback, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Website, we may collect such information into a file specific to you.

We collect personally identifiable information (email address, name, phone number, credit card / debit card / other payment instrument details, etc.) from you when you set up a free account with us. While you can browse some sections of our Website without being a registered member, certain activities do require registration. We do use your contact information to send you offers based on your order trends and your interests.

Use of Demographic / Profile Data / Your Information

We use personal information to provide the services you request. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses. We use your personal information to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection.

In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about our users' activity on our Website.

We will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like zip code, age, or income level). We use this data to tailor your experience at our Website, providing you with content that we think you might be interested in and to display content according to your preferences.

Cookies

A "cookie" is a small piece of information stored by a web server on a web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. We place both permanent and temporary cookies in your computer's hard drive. The cookies do not contain any of your personally identifiable information.

Sharing of personal information

We may share personal information with our other corporate entities and affiliates to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate joint or co-branded services that you request where such services are provided by more than one corporate entity. Those entities and affiliates may not market to you as a result of such sharing unless you explicitly opt-in.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

Links to Other Sites

Our Website links to other websites that may collect personally identifiable information about you. We will be not responsible for the privacy practices or the content of those linked websites.

Security Precautions

Our Website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever 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 it against unauthorized access.

Unsubscribe

We provide all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us on behalf of our partners, and from us in general, after setting up an account.

If you want to remove your contact information from all mailing lists and newsletters, please visit the 'Profile' page of your account with us.

SECURITY

Your security is important to us that are why we insist upon the highest security standards for you.

Bank-grade Security

Your online transaction on edpl.in.in is secure with the highest levels of transaction security currently available on the Internet. We use encryption technology to protect all of your sensitive and non-sensitive data while securely transmitting over the internet to carry out different transactions.

All your online payments are processed through secure and trusted payment gateways managed by leading banks and aggregators. All the banks in India now use the 3D Secure password service for online transactions, providing an additional layer of security through identity verification.

Data Security

With password-protected login, firewall-protected servers, and advanced encryption technology, we know how to keep your data secure.

All your data is stored in a secure world class data centre that is monitored 24/7/365 by dedicated and experienced security team. We are committed to maintaining the privacy, integrity, and availability of your data. No one apart from you has access to your account.

REFUND AND CANCELLATION POLICY

1. Amount once paid through the payment gateway shall not be refunded other than in the following circumstances:

Multiple times debiting of Customer's Card/Bank Account due to technical error OR Customer's account being debited with excess amount in a single transaction due to technical error. In such cases, excess amount excluding Payment Gateway charges would be refunded to the Customer.

Due to technical error, payment being charged on the Customer's Card/Bank Account but the enrolment for the examination is unsuccessful. Customer would be provided with the enrolment by EDPL at no extra cost. However, if in such cases, Customer wishes to seek refund of the amount, he/she would be refunded net the amount, after deduction of Payment Gateway charges or any other charges.

2. The Customer will have to make an application for refund along with the transaction number and original payment receipt if any generated at the time of making payments.

3. The application in the prescribed format should be sent to support@edpl.in .

4. The application will be processed manually and after verification, if the claim is found valid, the amount received in excess will be refunded by EDPL through electronic mode in favor of the applicant and confirmation sent to the mailing address given in the online registration form, within a period of 21 calendar days on receipt of such claim. It will take 3-21 days for the money to show in your bank account depending on your bank's policy.

5. Company assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, and invalid and delayed.

If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)

If the funds available in the Payment Account are under any encumbrance or charge.

Circumstances beyond the control of Company (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force)

In case the payment is not effected for any reason, you will be intimated about the failed payment by an e-mail

6. User agrees that Company, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate his/her account (or any part thereof) or use of the Services and remove and discard all or any part of his/her account, user profile, or his/her recipient profile, at any time. Company may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. User agrees that any termination of his /her access to the Services or any account he/she may have or portion thereof may be effected without prior notice, and also agrees that Company will not be liable to user or any third party for any such termination. Any suspected, fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Company may have at law or in equity. Upon termination for any reason, user agrees to immediately stop using the Services.

7. Company may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.