

# **Terms and Conditions**

## **Acceptance of Terms and Conditions**

- This Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this Web site constitutes your agreement to all such terms, conditions, and notices which are subject to amendment without any notice. You agree to click on the links to and familiarize yourself with the Terms of Use and other terms and guidelines found throughout this Web site and abide by them if you choose to use the sites, pages or services to which they apply.

## **BOOKING POLICY**

- Convenience Fee charged during any transaction shall be NON-REFUNDABLE.
- Please note that the total foreign exchange that can be obtained/ remitted during the Financial Year under the Liberalised Remittance Scheme is currently USD 250,000/. Hence any application for release/remittance of Foreign exchange through all sources ,including the current application needs to be within the said overall limit prescribed by the Reserve Bank of India and that the source of funds for making the said remittance is out of the customer's own funds .
- The foreign exchange so obtained shall not be used for any prohibited purposes as laid down by the RBI in its Directions issued from Time to time including under the PMLA 2002.The Customer further declares that the transaction details of which are mentioned in the application does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the FEMA 1999 or of any Rule, Regulation, Notification, Direction or Order made there under.

- The Customer also hereby agrees and undertakes to provide such information / documents as will reasonable satisfy you about the genuineness of the transaction and that he/she shall be responsible and liable for any incorrect information provided by him/her Further in the event the transaction is cancelled or revoked by the customer after submitting the request, any exchange losses incurred in this connection would be recovered from the refund amount.
- The Customer agrees that once the funds remitted by him/her have been transmitted by WSFx Global Pay Ltd (through AD Bank) to the correspondent and/or beneficiary banks abroad, WSFx Global Pay Ltd shall not be responsible for any delays in the disbursement of such funds including the withholding of such funds by the correspondent and/or beneficiary bank. The Customer agrees that once the funds are remitted, intermediary bank charges may be levied by the correspondent and/or beneficiary banks, which may vary from bank to bank and that in the event the transaction is rejected by the correspondent and/or beneficiary bank because of incorrect information submitted by him/her , any charges levied by the beneficiary bank or exchange losses incurred in this connection, would be borne by the Customer who would be liable to pay the same to WSFx Global Pay Ltd.
- The Customer further confirms that the foreign exchange released for the above mentioned purpose will be used within 180 days of purchase. In case it is not possible to use within 180 days, same will be surrendered to WSFx Global Pay Ltd/Authorised Person. The Customer also declares that he/she is not a Politically Exposed Person (PEP) or related to any PEP.
- The Customer understands that the transaction entered into is subject to the availability of the currency mentioned herein. If the required currency is not available, the same will be communicated to the Customer or his/her representative so that the transaction can fructify.

- The Customer understands that the transacted currency would be delivered within 48 hours after confirmation, Sundays and Bank holidays, excluded.
- In case of any dispute, decision of WSFx Global Pay Ltd will be final and binding. The dispute herein shall be subject to the jurisdiction of courts at Mumbai, India. This agreement shall be governed by laws of Republic of India.
- No cancellations allowed for this product after confirmation.
- NO Direct Cash Deposits in "WSFx Global Pay Ltd. Bank Account" is permitted and shall be forfeited forthwith.
- At the time of sell or purchase of foreign currency the customer should ensure and verify the currency notes. WSFx Global Pay Limited and their branches shall not be responsible for any such notes being found counterfeit subsequently.

#### **Personal and non-commercial use limitation**

- This Web site is for your personal and non-commercial use. You will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this Web site.

#### **Links to third party sites**

- This Web site may contain links to web sites operated by parties other than WSFx Global Pay Ltd. Such links are provided for your convenience only. WSFx Global Pay Ltd

does not control such web sites, and is not responsible for their contents under any circumstances. WSFx Global Pay Ltd's inclusion of links to such web sites does not imply any endorsement of the material on such Web sites or any association with their operators. Your correspondence or business dealings with or participation in activities such as but not limited to promotions found in or through such websites are solely between you and such parties. You agree that WSFx Global Pay Ltd shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such links on WSFx Global Pay Ltd website.

### **No Unlawful or Prohibited Use**

- As a condition of your use of this Web site, you warrant to WSFx Global Pay Ltd that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

### **Software available on this web site**

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the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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- You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of INDIA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to INDIAN export restrictions.

#### **TERMS AND CONDITIONS FOR DEALING FOREIGN EXCHANGE TRANSACTION**

1. The Exchange rate shall be offered by the Company to Client as provided by Registered Office of the Company on daily basis (As per RBI Guidelines).
2. Client shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its acquisition of foreign exchange, credit facilities availed by them for their foreign exchange requirements (As per RBI guidelines).
3. Client shall not work in a manner which may be detrimental to the interests of the Company and which may adversely affect the role, duties, functions and obligations of the Company as contemplated by Agreement FOR DEALING IN FOREIGN EXCHANGE TRANSACTION WITH - WSFx Global Pay Ltd.

4. Client shall comply with any and all other instructions, specifications, procedures, standards, timeframes, rules, guidelines, policies or proclaims issued by the Company from time to time.
5. Both the Parties shall indemnify, defend and hold harmless each other from and against any liability that may occur, arising from or relating to:
  - (i) a breach or non-performance by the Party of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement;
  - (ii) The misrepresentations, willful misconduct or negligence, of the party, its employees, in the performance of its obligations under this Agreement.
6. Agreement FOR DEALING IN FOREIGN EXCHANGE TRANSACTION WITH - WSFx Global Pay Ltd is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship, or franchisee agreement in any manner whatsoever between the parties. The Company and Client acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of Client or Affiliate thereof.
7. The Client should intimate in writing or by email, any change in the management / authorized signatories within 7 (seven) days from the date such change takes place.
8. In The Agreement "Confidential Information" includes all information relating to the trade secrets, operations, processes, plans, intentions, product information, market opportunities, transactions, affairs and/or business of the other party and/or to its

customers or suppliers. Each party shall not disclose any confidential information during the term of this Agreement and 3 (three) years thereafter its expiry (or such longer period as the Confidential Information remains confidential).

9. The Agreement together with any annexure if any hereto constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous non-fraudulent agreements or representations, written or oral, concerning the subject matter of the Agreement.
10. A) Notwithstanding anything herein contained, either Party may at any time, by notice in writing, terminate the Agreement under any one or more of the following conditions:
  - (i) In the event of default of performance of any of the services as specified under this Agreement or the service provided herein is in contravention of any law, as may be applicable from time to time, or industry practice, or under the circumstances which would amount to objectionable service;
  - (ii) If a petition for insolvency is filed against any Party and such petition is not dismissed within ninety (90) days after filing and/or if any Party makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of any Party's properties.
- B) On termination pursuant to the Agreement, the Client shall provide all the necessary assistance and provide such information and cooperation to the Company for the orderly transition of all material, data, and information.

11. Force Majeure Event means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.
12. All disputes arising out of or in connection with construction, meaning, operation, effect, interpretation or breach of any of the terms or conditions of this Agreement shall be subject to the jurisdiction of Courts of Mumbai.

### **General Terms and Conditions**

#### **1. AD II RELATED TERMS & CONDITIONS**

- a. Cut off time for payments - Transaction will be processed only after clearance of payment via RTGS / NEFT / cheque clearance

#### **2. REFUND POLICY**

For order cancelled on client's request or non-compliance, the amount will be refunded after a deduction of payment gateway charges. In case of orders placed through Partial payment request, order confirmation fee of 5% will not be refunded.

#### **3. ATM WITHDRAWAL CHARGES**

- (a) ATM withdrawal Charges are specific to each bank card. Please check the appropriate bank website for the same. General schedule of charges will also be available in the information booklet provided with the card kit.

- (b) ATM withdrawal Charges are specific to each bank card. Please check the appropriate bank website for the same. General schedule of charges will also be available in the information booklet provided with the card kit.

#### **4. Card offered will be of the choice of WSFx Global Pay Ltd.**



#### 5. RTGS / NEFT

All funds transferred through RTGS / NEFT will be during banking hours as per terms and conditions of respective banks.

#### 6. ENCASHMENT

All encashment will be done only in favour of card holder, irrespective of payment being done by primary card holder (Regulatory Norms and Standard Operating Procedures).

7. All Foreign Exchange transactions are subject to Government Taxation, Current Service Tax incorporating all Amendments

#### 8. DELIVERY

Deliveries only to the area covered by WSFx Global Pay Ltd (Mon to Sat 9.30 AM to 6.30 PM). We reserve the right to change, amend the scope of service area.

#### 9. CHANGES/UPDATES

WSFx Global Pay Ltd reserves the right, at our sole direction, to modify or replace these terms at any time, without prior notice and without assigning any reason.

#### 10. WARRANTIES

WSFx Global Pay Ltd does not warrant or guarantee the accuracy or completeness of the information provided on this Website. Under no circumstances will WSFx Global Pay Ltd be liable for any loss or direct, indirect, incidental, special or consequential damages caused by reliance on this information. WSFx Global Pay Ltd shall not be liable for any damages resulting from the use or misuse of this site or the information on this site.