

🕥 033-2431 1108 Email: contact@ashtik.com Web: www.ashtik.com

CIN: U72300WB2013PTC194474 Reg. No: 194474

Creative thinking - Excellent solutions /

# Terms and Conditions

This website, www.dizitalpay.com, (hereinafter referred to as "dizitalpay") is owned, hosted and operated by Ashtik Softech (P) Limited (hereinafter referred to as ASHTIK), a company incorporated in India under the Companies Act, 1956 and having its registered office at Regent Park, Kolkata - 700 093. These terms and conditions regulating use of these Services constitute a legally binding agreement between dizitalpay and the User (the "Agreement").

## **Terms and Conditions**

dizitalpay and/or any other website(s) linked to this website is an online information and communications service provided to you, subject to your compliance with the terms and conditions set forth below.

PLEASE READ THIS DOCUMENT CAREFULLY. BY ACCESSING OR USING dizitalpay, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE dizitalpay. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT ( legal@dizitalpay.com )

ASHTIK may amend/modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified terms and conditions on dizitalpay. You may review the modified terms and conditions periodically to be aware of such modifications and your continued access or use of dizitalpay, shall be deemed conclusive proof of your acceptance of these terms and conditions, as amended/modified from time to time. ASHTIK may also suspend the operation of dizitalpay for support or technical upgradation, maintenance work, in order to update the content or for any other reason.

If you utilize dizitalpay in a manner inconsistent with these terms and conditions, ASHTIK may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.

## **Definitions**

The term Subscriber would include any person, whether an individual or a legal entity who has subscribed to the Services of dizitalpay (whether on a paid or free basis), and to whom the access to dizitalpay is restricted by the use of a sign in user name and a password. The user name and password are either allotted by dizitalpay or chosen by the Subscriber or agreed upon by dizitalpay. It is made abundantly clear that only the authorised User has the right to access the Services so offered by dizitalpay.

The term Browser/Visitor will mean and include a person who utilizes any of the Services offered by dizitalpay, without the need or a requirement to create an account i.e. visits non-restricted portions of dizitalpay.

The use and access to dizitalpay shall be subject to these terms and conditions. For the purposes of this Agreement, any person who does not have a legal or a contractual right to access the Services, but does so, will fall within the definition of an 'unauthorised user' and will nevertheless be subject to the terms and conditions regulating the usage of dizitalpay, and expressly so with respect to respecting the intellectual property rights of the ASHTIK, and abiding by terms and conditions below mentioned.

The terms 'User' and 'Customer' would include both the Subscriber/Advertiser(s) and Browser/Visitor(s)

## **Payment Terms**

Payments for the Services offered by dizitalpay shall be on a 100% advance basis. The payment for Service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated. Refund if any will be at the sole discretion of Ashtik Softech (P) Limited. ASHTIK offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Users card/bank accounts. User acknowledges and agrees that ASHTIK/dizitalpay.com, at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a subscriber/user against any amount(s) payable by User to ASHTIK under any other agreement or commercial relationship towards other products/services. Ashtik Softech (P) Limited gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to refund of amount only. Ashtik Softech (P) Limited. undertakes no liability for free Services. Ashtik Softech (P) Limited. reserves its right to amend / alter or change all or any disclaimers or terms of agreements at any time without any prior notice. All terms / disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.

Ashtik Softech (P) Limited uses the maximum care as is possible to ensure that all or any data / information in respect of electronic transfer of money does not fall in the wrong hands. For completing online transactions involving payments a user is directed to a Payment Gateway, Ashtik Softech (P) Limited does not store or keep credit card data. Since the transaction happens on a third-party network not controlled by Ashtik Softech (P) Limited, once a credit card transaction has been

completed, the payment information is not accessible to anyone at Ashtik Softech (P) Limited after completion of the on-line transaction at the Payment Gateway, this ensures the maximum security.

Ashtik Softech (P) Limited shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

## **Refund in failed transactions**

Though ASHTIK payment reconciliation team works on a 24 x 7 basis, ASHTIK offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Subscribers card/bank accounts. This is on account of the multiplicity of organizations involved in processing of online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions. Refunds in the event of wrong/objectionable property content being posted on the site would be at the discretion of dizitalpay.

If you utilize dizitalpay in a manner inconsistent with these terms and conditions, ASHTIK may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.

## **INTELLECTUAL PROPERTY RIGHTS**

All logos, brands, trade marks and Service marks ("Marks") appearing in dizitalpay are the properties either owned or used under license by ASHTIK and / or its associates. All rights accruing from the same, statutory or otherwise, wholly vest with ASHTIK / its associates. The access to dizitalpay does not confer upon the User any license or right to use in respect of these Marks and therefore the use of these Marks in any form or manner, whatsoever is strictly prohibited. Any violation of the above would constitute an offence under the prevailing laws of India.

ASHTIK respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect. ASHTIK shall protect and respect the Intellectual Property Rights of the users as well as third parties to the best of its ability. In a case where a User(s) are found to be using dizitalpay as a platform to infringe the Intellectual Property Rights of others, ASHTIK will be free to terminate this Agreement forthwith without any notice to the user.

By allowing Users to access dizitalpay, ASHTIK grants the Users a limited, non-exclusive, non-assignable, revocable license (the "License") to access and use the Services, provided that the User is in compliance with the terms and conditions of the Agreement.

# LINKS TO THIRD PARTY WEB SITES

dizitalpay may provide links to other third-party World Wide Web sites or resources. ASHTIK makes no representations whatsoever about any other Web site you may access through dizitalpay.

# **DISCLAIMER AND WARRANTIES**

dizitalpay is an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.

THE CONTENT OF dizitalpay IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

ASHTIK AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES OR CONTENT TO THIS WEBSITE, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COMPLETENESS OR ACCURACY OF THE INFORMATION, UPDATE OR CORRECTNESS OF THE INFORMATION, FREEDOM FROM COMPUTER VIRUSES, OTHER VIOLATION OF RIGHTS REGARDING SERVICES, PRODUCTS, MATERIAL AND CONTENTS OF dizitalpay.

Views expressed by the Users are their own, ASHTIK does not endorse the same and shall not be responsible for them. No claim as to the accuracy and correctness of the information on the site is made although every attempt is made to ensure that the content is not misleading/ offensive/ inappropriate. In case any inaccuracy is or otherwise improper content is sighted on the website, please report it to report abuse.

It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Services, real estate and other related information listed on the website. ASHTIK does not warrant that the access to website will be uninterrupted or error-free or that defects in website will be corrected.

ASHTIK offers no guarantee no warrantees that there would be satisfactory response or any response at all, once the listing/banner is put on display. Any payments made to ASHTIK/dizitalpay are solely for the purposes of display of the property advertised.



an IT solutions and software development company

CIN: U72300WB2013PTC194474 Reg. No: 194474

😒 033-2431 1108 Email: contact@ashtik.com Web: www.ashtik.com

Users are strongly advised to independently verify the authenticity of any Pre-Launch offers received by them. ASHTIK does not endorse investment in any projects which have not received official sanction and have not been launched by the Builder/Promoter, users dealing in such projects shall be doing so entirely at their risk and responsibility.

No information contained herein shall constitute an invitation or an offer to invest in ASHTIK or any of its Affiliates. Further, nothing contained in dizitalpay should be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and ASHTIK makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

dizitalpay is controlled and operated from India and ASHTIK makes no representation that the materials are appropriate or will be available for use in other parts of the World. If you use dizitalpay from outside India, you are entirely responsible for compliance with all applicable local laws as well as international conventions and treaties.

ASHTIK offers products, Services, content and various other functionalities through dizitalpay and its affiliate sites to specific regions worldwide. The Services offered in one region may differ from those in other regions due to availability, local or regional laws or legal impediments and other considerations/factors. ASHTIK does not make any warranty or representation that a User in one region may also obtain the Services as provided in another region. Information on dizitalpay may contain references to products, programs or Services that are not announced or available in your country. Such references do not in any manner imply that ASHTIK intends to announce, launch or provide such products, programs or Services in your country.

## LIMITATION OF LIABILITY

ASHTIK will not be liable for any damages of any kind arising out of or relating to the use or the inability to use dizitalpay, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure and all other direct, indirect, special, incidental, punitive, loss of profit, exemplary or consequential damages whether based on warranty, contract, tort or any other legal theory including Force Majeure, and whether or not, such organizations or entities were intimated or advised of the possibility of such damages.

ASHTIK assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to or alteration of User's data/information. ASHTIK shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any User and/or Members or to any other person's computer related to or resulting from participating or downloading materials/information from the website.

Unless otherwise specified and notwithstanding anything contained in any other agreement or arrangement, by whatever name called, the performance obligation of ASHTIK (service provider) is to provide access of its on-line portal to the customer for the duration of the subscription period & reference to any usage, by whatever name called or any other performance obligation, if any, is to provide the upper limit for consumption, which by itself, does not create any additional performance obligation upon ASHTIK.

## **TERMINATION**

ASHTIK may, without notice in its sole discretion, and at any time, terminate or restrict your use or access to dizitalpay (or any part thereof) for any reason, including, without limitation, that ASHTIK based on its judgement and perception believes you have violated or acted inconsistently with the letter or spirit of these terms and conditions or any applicable law.

## **INDEMNIFICATION**

Submissions and unauthorized use of any information(s)/materials contained on dizitalpay may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations thereto and other applicable laws, statutes and its rules and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password.

You agree to defend, indemnify, and hold harmless, ASHTIK and/ or its associates, subsidiaries, their officers, directors, employees, affiliates, licensees, business partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of dizitalpay material or your breach of these terms and conditions or any applicable law.

ASHTIK will not be party to any legal proceedings between parties contracted through these Services. In case ASHTIK is sought to implicated in any legal proceedings, costs will be recovered from the party that names ASHTIK as a party to such proceedings. ASHTIK shall abide with any court order served on it through due process.

## **GOVERNING LAW**

By accessing dizitalpay you agree that the laws prevailing in India shall be the governing laws in all matters relating to dizitalpay as well as these terms and conditions.

# JURISDICTION

Courts at New Delhi, India alone shall have the exclusive jurisdiction in all matters relating to dizitalpay and these terms and conditions, irrespective of the territory and jurisdiction of your access to dizitalpay.

ASHTIK does not routinely monitor your postings to the web site but reserves the right to do so. However, if ASHTIK becomes aware of an inappropriate use of dizitalpay or any of its Services, ASHTIK will respond in any way that, in its sole discretion, ASHTIK deems appropriate. You acknowledge that ASHTIK will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, ASHTIK will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

ASHTIK reserves all other rights.

#### VIOLATIONS

Please report any violations of these terms and conditions to ASHTIK at legal@dizitalpay.com

