

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of PINKMOON Technologies Private Limited (“PTPL”) for making payments through an online payment gateway service (“Service”) to Bank account and Payment Gateway Service provider, through PTPL's website i.e., www.pinkmoontech.com

Each User is therefore deemed to have read and considered as agreed to these Terms and Conditions before use of PTPL payment gateway option.

Please read these terms carefully before using the online payment facility. Using the online payment facility on this website indicates that you accept these terms. If you do not accept these terms, do not use this facility.

A. Privacy Policy

PTPL respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User’s permission, as covered in this Privacy Policy.

This Privacy Policy describes PTPL’s treatment of personally identifiable information that PTPL collects when User is on the PTPL’s website. PTPL does not collect any unique information about the User (such as User’s name, email address, age, gender etc.) except when the User specifically and knowingly provides such information on the Website. Like any business interested in offering the highest quality of service to clients, PTPL may, from time to time, send email and other communication to the User telling them about the various services, features, functionality, and content offered by PTPL website.

Please be aware, however, that PTPL will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or
- b) If any of User’s actions on PTPL’s website violate the Terms of Service or any of PTPL’s guidelines for specific services, or
- c) To protect or defend PTPL’s legal rights or property, the PTPL site, or PTPL Users; or
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of PTPL website/offering, etc.

B. General Terms and Conditions for Online-Payments

1. Once a User has accepted these Terms and Conditions, he/ she may register and avail the Services. A User has to enter the details as may be specified by PTPL from time to time and pay through online mode.

2. PTPL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of PTPL's right to comply with any law enforcement agencies request or

requirements relating to any User's use of the website or information provided to or gathered by PTPL with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of PTPL.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and PTPL. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and PTPL. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of PTPL and/or the Payment Service Providers kept in the ordinary course of business of PTPL's and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach PTPL with his/ her claim details and claim refund from PTPL alone. Such refund (if any) shall be affected only by PTPL via payment gateway or by means of a demand draft or such other means as PTPL deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.

7. Any failure transactions, processed or in middle transactions or incorrect transactions can be validated / informed to PTPL immediately and such failure related details will be verified with service provider or bank or authorities with 7-10 business days and will be communicated back to respective authorized persons only.

8. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

9. Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like slow down or failure or session timeout, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

(i) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact PTPL via e-mail or any other mode of contact as provided by PTPL to confirm payment.

10. Amount once paid through the payment gateway shall not be refunded other than in the case of Multiple times debiting a customer's card or customer's account being debited with an excess amount in a single transaction. In such cases, the excess amount will be refunded to the customer after through verification and it may take approx. 7-10 business days.

11. Any and all details provided shall be utilized only for the purpose of receiving payments made to PINKMOON Technologies Pvt Ltd. All data shall be kept strictly confidential and shall not be divulged to anyone or utilized for any other purpose