

## **Terms and Conditions**

Welcome to MyGate! MyGate website, app and/or Platform is owned and managed by Vivish Technologies Private Limited. All the services are provided by Vivish Technologies Private Limited under its brand name “MYGATE”.

In order to provide the convenience of making the payment of bills by User to the Beneficiary, User and Beneficiary have agreed to make and/or accept such payments on MyGate Platform. The Platform also includes several modes of payments, features, services which shall be developed and/or added from time to time.

Please read the terms and conditions as they contain important information about your legal rights, remedies, and obligations.

### **1. ACCEPTANCE**

By using the services, you represent and warrant that:

- 1.1 You have read, understood, and agree to these terms and conditions.
- 1.2 You are of legal age to form a binding contract with MyGate.
- 1.3 You have the authority to enter the terms of use personally or on behalf of the entity you represent.
- 1.4 You are not legally barred or otherwise prohibited from accessing or using our App/Services.
- 1.5 You agree and confirm that there is an existing valid and legal arrangement between the User and the Beneficiary, wherein the User is receiving regular services from the Beneficiary, for which the Platform Services are being availed by the User and such services are not illegal and unlawful under the law of India or otherwise.
- 1.6 You agree and confirm that the limit of the Bill Payment as specified under this terms and conditions shall only be allowed to an extent of INR 1,00,000/- only for a single bill payment.
- 1.7 You shall be responsible and liable for the payment of all relevant taxes, tax withholdings, duties, levies, cess, surcharge or any other charges in relation to the services availed by the User under these terms and conditions.
- 1.8 You agree and confirm to comply with all the applicable laws.
- 1.9 You agree and authorize MyGate to collect the Bill amount which shall comprise of (i) Bill amount (ii) Convenience Fee as may be specified from time to time along with applicable GST.

MyGate may amend these terms at any time. In case the terms are materially modified, the new terms will be posted on an updated version of the app. MyGate may require you to provide consent to the updated terms before further use services is permitted. By using the services after the effective date of the modified terms and/or your consent (as applicable), you expressly consent to the modified terms, without qualification. If you do not intend to be bound by the modifications, you may refrain from using our services at your liberty.

MyGate reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify the Platform Services or any part thereof including the eligibility criteria at their sole discretion at any time as may be required due to business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any suspected unlawful User of the Services and/or any reasons and the same shall be binding on the User.

### **2. DEFINITIONS:**

For the purposes of the terms and conditions, the terms defined herein shall have the following meaning:

- 2.1 Agreement:** This agreement along with any other terms and conditions that may be posted, and any other written agreement between you and MyGate that incorporate these Terms as reference, set forth the complete terms and conditions under which you may access and use the services. MyGate may issue supplemental terms, guidelines, rules from time to time (collectively known as “Additional Terms”).
- 2.2 Company:** Vivish Technologies Private Limited together with its subsidiaries and other affiliates, "us", "We" or "MyGate").
- 2.3 Confidential Information:** The Confidential information shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, and statements considered to be confidential and propriety information.
- 2.4 You/User:** The individual or legal entity, as applicable, identified as the user when you registered on the services. The terms like “User”, “You”, “Payer” including all such terms intended to identify the individual or legal entity initiating the transaction shall be considered within this definition.
- 2.5 Beneficiary:** The Beneficiary shall mean such individual or an entity for whom the Bill payment is made by the User through MyGate Platform in consideration for the services rendered by the Beneficiary to the User.
- 2.6 Personal Information:** The information that directly or indirectly relates to an identifiable or identified individual or could reasonably be linked to a particular individual or household.

### **3. DESCRIPTION OF SERVICES:**

- 3.1. Scope:** The eligible/registered users can use the Platform to make the payments for Rent, Maintenance or Security Deposit, as may be applicable. Users agree to take full responsibility for the transactions made on the platform with respect to nature of transaction, Beneficiary and the tax implications pertaining to the same. MyGate acts as a mere facilitator of authorized payments and shall not assume responsibility nor liability for any unauthorized transactions. MyGate further reserves the right to hold/suspend/refund and report those bill payments or transactions that are suspicious in nature. By using this platform for making bill payment, you confirm that there is a valid relationship between the User and the Beneficiary. MyGate is only providing a Platform to facilitate these bill payments and we are not involved in any way in the underlying transactions. The User shall be responsible for complying with the relevant regulations, if any, related to Platform Services and shall be responsible for any non-compliance or defaults in such payments. MyGate is neither an agent of the User or the Beneficiary or any interested party in any such remittance.
- 3.2. Authorisation:** By initiating the Bill payment on our Platform, you authorize us to receive and remit funds in accordance with the payment instructions. Your authorization permits us to:
- 3.2.1. Charge the mentioned amount to, a Bank Account, any credit card, debit card, or other payment cards that we may accept ("Cards"), or any other payment method we accept, or
- 3.2.2. Process payment transactions that you authorize by generating an electronic funds transfer.

When you use our services to pay a Beneficiary, you authorize us to receive and commit your payment (less any applicable fees or other amounts to be collected under this Agreement) to such Beneficiary. In case, the transaction is not processed due to incomplete details being provided by you then we shall refund the amount to you after deducting the applicable Convenience Charges as may be applicable.

- 3.3. Incorrect Details:** You would be responsible for entering the correct bank accounts details of the Beneficiary at the time of making the transaction and in no circumstances, MyGate shall not be held responsible for any wrongful payment due to incorrect bank details. The User will not be entitled to receive any kind of refund for providing incorrect information. In case that the information provided by you are false and inaccurate or the Company has reasonable reasons to believe you have done so, we hold the rights to suspend the service and/or terminate this Agreement without being held liable for the same.
- 3.4. Transactions Terms/Limits:** We may delay, suspend or reject a payment(s) transaction for any reason, including without limitation if we suspect the transaction subjects us to financial or security risk, fraudulent, suspicious, unlawful, in violation of the terms of this Agreement, subject to dispute or otherwise unusual. In case the Users are unable to furnish the required documents for validation or fraudulent transactions, MyGate reserves the right to refund the transaction amount to the source account after due deduction of the charges incurred.
- 3.5. Liabilities:** You agree not to hold MyGate responsible and/or liable for any issue or claim arising out of any dispute, whatsoever, between you and/or the Beneficiary and/or any financial institution. You agree to hold harmless MyGate for any transaction done by you with incorrect details etc. which gets credited in any wrong account. You agree to fully indemnify and hold harmless MyGate, its affiliates and employees against any claim or action by any person.
- 3.6. Refunds:** In case, the transaction is not processed successfully due to any issues, then we shall refund the amount (excluding the convenience charges) in the same account or mode of payment from which the remittance was initiated. Users understands that the Banks and/or any financial institution any reject authorization of transaction placed by the User for any reason including but not limited to risk management, suspicion of fraudulent, illegal or doubtful transactions. In such a case, the user shall be refunded the entire amount into his account within 7 to 10 working days. However, MyGate shall under no circumstances be liable to repay / refund the amount to the User once the transaction is successfully processed.
- 3.7. Chargebacks:** The amount of a transaction may be charged back or reversed (a "Chargeback") if the transaction is either: (a) is disputed by the User, (b) is reversed for any reason, (c) was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. In such cases, the Beneficiary shall provide proof of delivery of service to the User within two (2) days of intimation. If not resolved, Beneficiary shall immediately pay MyGate the amount of any such Chargeback and, fines, or penalties as determined by our associated Payment Network Gateways / Financial Institutions. The User/ Beneficiary shall assist us when requested, and support in investigating any of the disputed transactions processed through our Platform. For any such Chargebacks associated with Cards, we will assist the User/Beneficiary to contest the Chargeback with the Network or issuing banks in case the Beneficiary chooses to contest any of such Chargeback. In case of the User/Beneficiary's failure to timely assist us in investigating a transaction, including without limitation providing necessary documentation within two (2) days of our request, may result in an irreversible Chargeback. Any Chargeback shall be the sole responsibility of the Beneficiary and/ or User and we shall not be liable in any manner whatsoever for the same. The decision of the payment

aggregators / payment service providers / banks / MyGate as the case may be, shall be final and binding in this regard.

- 3.8. Fraudulent Transactions:** The User shall immediately notify MyGate in case any suspicious / fraudulent transaction. As soon as any suspicious / fraudulent transactions get reported, MyGate shall take the necessary measures and try to stop the same. However, under no circumstances MyGate shall be liable for any refund etc. to any person if the money is already credited to the Beneficiary's bank account as provided by the User.

#### **4. GENERAL TERMS:**

- 4.1. Waiver and Severability:** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof or any other provision. The invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any other provision herein. In the event that any provision of these Terms of Use is determined by a court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole, and the unenforceable provision shall be construed the same legal and commercial effect as that which it replaces.
- 4.2. Force Majeure:** MyGate shall not be held liable for any loss, delay or damage caused reasons beyond the reasonable control including but not limited to the acts of god, calamities, pandemics, epidemics, whether man-made or natural, uncontrollable technical glitches, strikes, acts of terrorism, burglary, hijacking, robbery, riots, political disturbances, invasion, fire, floods, tsunami, road accidents, including, but not limited to, Internet or telecommunications services, external computer "hacker" attacks, delays of common carriers or similar causes that are beyond it's reasonable control nor shall it be liable for any special or consequential or indirect damages arising therefrom.
- 4.3. Limitation of Liability:** In no event shall MyGate, its officers, directors, employees and agents, partners, owners, licensors, licensees, third party suppliers and contractors be liable to you or any third party for any incidental, consequential, special, indirect or punitive damages or losses whatsoever, including, but not limited to loss of profit, goodwill, in relation to the service or otherwise the Terms of this Agreement, whether or not foreseeable and regardless of whether User has been advised of the possibility of any such loss or damages, or any other claim arising out of or in connection with your use of, or access to /platform. The limitations contained in this section shall survive any failure of an exclusive or limited remedy. In no event shall the liability of Mygate for any dispute arising in connection with the Platform Services exceed the Fee charged by MyGate for the bill amount in dispute.
- 4.4. Indemnification:** The User agrees to defend, indemnify and hold harmless MyGate and its affiliates including, but not limited to its officers, directors, employees and agents, partners, owners, licensors, licensees, third party suppliers and contractors ( collectively "Indemnified Parties") from and against any and all losses, liabilities, claims, obligations, cause of action, damages, demands, costs or debt and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising from:
- 4.4.1.** Your use of and access to the platform,
  - 4.4.2.** Your violation of any of the Terms,
  - 4.4.3.** Your sharing of any incorrect information of the Beneficiary for availing the Platform Services,

- 4.4.4. Your violation of any third party rights, including any intellectual property rights or privacy rights,
- 4.4.5. The committing of any prohibited activities as stated here,
- 4.4.6. Your failure to be compliance with the applicable laws, including tax regulations , or
- 4.4.7. Any claim that your use of the Platform caused damage to a third party.

In no event shall the liability of Mygate for any dispute arising in connection with the Platform Services exceed the Fee charged by MyGate for the bill amount in dispute.

- 4.5. **Warranties/Disclaimer:** The Platform, including all the services, is provided “AS IS” and MyGate, including its affiliates, make no representation and warranty of any kind, whatsoever, in relation to the performance of the Platform that the services related to the Platform will be uninterrupted, timely or error-free, that the defects will be rectified.

Further, the user understands that a payment transaction is solely between the User and the Beneficiary and that MyGate doesn't provide any guarantee or warranties with respect to any User or any service, good, or delivery level commitment provided by such User. The User assumes all risk or harm arising from any non-compliance of the provisions mentioned here to.

## 5. **GOVERNING LAW, ARBITRATION:**

- 5.1. **Governing Law:** The Terms of this agreement shall be exclusively governed by and construed in accordance with the Laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. Any dispute arising out of the terms and conditions shall first be attempted to be resolved amicably through negotiations. Any disputes arising out of or in connection with the Service shall be subject to, and you hereby consent to, the exclusive jurisdiction of the state courts located in Bengaluru, Karnataka.

## 6. **CONTACT US:**

MyGate shall provide and be responsible for the service with respect to the Services provided under this Agreement. The User further agrees to contact MyGate directly if the User has any concerns, complaints or grievances. User can contact us at [finops.cs@mygate.in](mailto:finops.cs@mygate.in)