

## Offer Terms and Conditions

### 1. General Terms

- 1.1. **“Offer”**: ePayLater Offer on Niki
- 1.2. **“Merchant Partner”**: Niki
- 1.3. **“Offer Period”**: 30th May 2018 till 30th June 2018 (both days inclusive).
- 1.4. Please note, that all benefits and discounts under this Offer are solely sponsored and distributed by Arthashastra Fintech Private Limited, operating under the brand name of ePayLater (hereinafter referred to as **“AFPL”**).
- 1.5. Any user (utilizing this Offer, hereinafter referred to as **“User”**) by using this Offer, hereby agrees to the terms and conditions mentioned herein and any appropriate changes that may be made to this Offer by AFPL, including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of ePayLater, its affiliates and associates or for any other reason whatsoever (hereinafter **“Terms and Conditions”**).
- 1.6. Each User needs to be a registered user with AFPL with a valid and subsisting transaction limit for the use of ePayLater as a check-out option (**“ePayLater”**).
- 1.7. For the purposes of these Terms and Conditions, wherever the context so requires **“You”** or **“Your”** shall mean any natural person who is a User.
- 1.8. These Terms and Conditions are available on the website [www.epaylater.in/nikieploffertnc](http://www.epaylater.in/nikieploffertnc) (**“Website”**).
- 1.9. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.
- 1.10. By using this Offer, You indicate your acknowledgement and acceptance of these Terms and Conditions.
- 1.11. Logos and representation of third party trademarks belong to their respective owners. ePayLater makes no claims with respect to ownership in any such third party trademarks whatsoever.

### 2. Offer Details:

- 2.1. All offers provided herein are only available for transactions using Niki as integrated or on [www.epaylater.in](http://www.epaylater.in) (**“Portal”**).
- 2.2. Each User is entitled to a 10% discount upto a maximum of Rs 70 (Seventy Five Rupees), to be discounted from the repayment amount of the first Niki transaction on the Portal while using ePayLater, if the transaction value is of a minimum value of Rs 300 (Three Hundred Rupees) (**“Eligible Transaction”**).

### 3. Procedure and Conditions:

- 3.1. Each User needs to register with ePayLater.
- 3.2. The User needs to make a transaction using Niki as integrated on [www.epaylater.in](http://www.epaylater.in).
- 3.3. If it is the User’s first completed Niki transaction on the Portal where the User has opted for ePayLater as the check-out option, and the transaction value is of a minimum value of Rs 300 (Three Hundred Rupees) (**“Eligible Transactions”**), then the User will be

provided with a discount to the repayment amount payable to ePayLater for such Eligible Transactions.

- 3.4. In the event the User's first transaction on the Portal while using ePayLater has been cancelled, reversed or declined by either the User, Merchant Partner or AFPL then it will not be construed to be an Eligible Transaction.
- 3.5. The discount on the Eligible Transaction shall be provided for transactions conducted on or before 30<sup>th</sup> June 2018.
- 3.6. The standard terms of usage of ePayLater as available on the website [www.epaylater.in](http://www.epaylater.in) shall also be applicable to all transactions conducted by the Users.

#### 4. Additional Terms

- 4.1. This Offer is not associated, endorsed or sponsored by the Merchant Partner.
- 4.2. The participation in the Offer is open only for the Offer Period for the Indian citizens of 18 years of age.
- 4.3. Under no circumstance shall the User be entitled to redeem the Offer for cash.
- 4.4. Participation to this Offer is voluntary, and subject to the Terms and Conditions.
- 4.5. By using the Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation under this Offer from ePayLater, as they may in their sole and absolute discretion decide.
- 4.6. All disputes must be addressed by the Users in writing to ePayLater. Users may contact ePayLater at [support@epaylater.in](mailto:support@epaylater.in) regarding any queries/complaints pertaining to the Offer between 9.30 AM to 6.30 PM, on working days from Monday to Friday.
- 4.7. Further, any information that the User may request in connection with the Offer, may be provided by ePayLater to the User, at the sole and absolute discretion of ePayLater, depending on the nature of the information requested, and any such information may be provided only during the period of Offer. No such request shall be entertained thereafter. ePayLater further clarifies that any information requested by any User shall only concern that User and under no circumstances will ePayLater provide confidential information or information pertaining to other User(s).
- 4.8. By participating in this Offer, Users have given us the right to use your name, photograph and other personal details for the purpose of this Offer including announcing your name as an User on social media, or in public domain.
- 4.9. The Users also consent to the information being shared by ePayLater with its affiliates and service providers and to the information being processed and stored in the servers of ePayLater or its service providers, inside or outside India. Any information shared with ePayLater shall be subject to the privacy policy of ePayLater available at [www.epaylater.in/privacy](http://www.epaylater.in/privacy)
- 4.10. Users acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the material or content related to the Offer shall remain, at all times, owned by ePayLater.
- 4.11. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the User's requirements or aspirations, timeliness, security, the results or reliability of the Offer, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The User expressly agree that his/her participation in the Offer is at his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by

representations, oral, written or pictorial derived from the platforms including but not limited to websites, shall be construed to mean the giving of any warranty of any kind.

- 4.12. Any User providing any incorrect information or concealing/withholding any information from ePayLater with intent to deceive or cheat shall automatically be disqualified from using the Offer.
- 4.13. The Users shall indemnify and keep indemnified ePayLater and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which ePayLater may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Users under the Terms and Conditions hereunder, any failure by the Users to comply with applicable law and any third party claim in respect of misuse of any information of a third party. ePayLater shall have the right to defend themselves, pursuant to this Clause, at the cost of the Users. ePayLater or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the User(s) or any third party, in connection with the Offer. It is expressly provided that the Terms and Conditions of this Offer shall be between User & ePayLater only.
- 4.14. All incidental costs, taxes or levies related to the Offer, if any, shall be exclusively borne by the User(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
- 4.15. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of ePayLater ("**Force Majeure Event**"). ePayLater shall not be liable for any delay or adverse effect caused to the User there under as a result of a Force Majeure Event.
- 4.16. ePayLater shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Users within reasonable time.
- 4.17. ePayLater shall not be responsible for any claims arising out of technical failures before, during the Offer or after the completion including but not limited to any technical failures for participating in the Offer, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the User.
- 4.18. This Offer is subject to guidelines/ directions issued by any applicable competent authority from time to time. ePayLater reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the Terms and Conditions at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the User.
- 4.19. Failure by ePayLater to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, ePayLater may assign any of its rights within the Offer to any party without prior intimation to Users.
- 4.20. Maximum aggregate liability of ePayLater shall not exceed value of the discount provided in case of any dispute, in pursuance to the Terms and Conditions herein.
- 4.21. Any dispute arising out of this Offer and Terms and Conditions of this Offer shall first be attempted to be resolved amicably through negotiations. These Terms and Conditions are subject to Indian law and all disputes in relation to the Offer shall be subject to the exclusive jurisdiction of the Courts in Mumbai.