Terms & Conditions Of Service

This Is The Official Website Of HBConnect ("HBConnect"), Near: Balok Sangro Club, Borkon Tola Right Side, Road, Argori, Andul, Howrah, West Bengal 711302. This Website https://hbconnect.live/, That HBConnect May Specify From Time To Time, ("Website") Is Owned And Operated By HBConnect. The Access To And Use Of This Website Is Subject To

The Following Terms And Conditions Of Use ("Terms"). Please Read The Terms Very Carefully As They Shall Apply To All Users Of This Website. A User May Opt For Services Through This Website Only If He Accepts And Abides By All Of The Terms. HBConnect May Periodically Change These Terms Without Notice.

Definitions

For The Purpose Of These Terms, The Following Words And Phrases Shall Have The Meaning Assigned To Them Under This Article. "Services" Means The Service Provided By HBConnect And Service Providers To Users, Whereby A User Can (I) Receive Payments From Their Customers Or Other Payers; Or (Ii) Make Payment To Suppliers, Beneficiaries Or Other Payees, By (A) UPI/IMPS/NEFT/RTGS; Or (B) Credit/ Debit Card; Or (C) Net Banking; Or (D) Any Other Mode Of Payment Through Banks, That May Be Accepted By HBConnect From Time To Time In These Terms.

User

Shall Mean Any Person Who Is Boarded On The HBConnect Platform For Using This Website And/Or Who Transacts Or Avails Of The Services Through This Website, To Make Or To Receive Payments To Or From Third Parties. The Term "User" Shall Also Cover Such Personnel Of Any User Who Are Authorized To Avail Of The Services On Behalf Of The User.

Payee

Means Any Person To Whom A Payment Is Made, Using The Services, (And The Term Includes A User Who Uses The Services To Receive Payment).

Payer

Means Any Person Who Makes A Payment, Using The Services (And The Term Includes A User Who Uses The Services To Make Payment).

Products

Mean Any Services Or Products Which Are Purchased/ Offered For Sale By A User To Third Parties From Time To Time, Using These Services. Products Shall Not Include Those Banned Products And Services That Are Listed In Annexure A.

Service Provider

Means A Bank, Association, Facility Provider, Card Issuing Institution, Acquiring Bank, Other Financial Institution, Card Processor, Clearing House Networks Whose Facilities Or Services Are Utilized In The Provision Of These Services.

Transaction

Means A Payment Instruction That Results In The Successful Transfer Of Monies (A) From A User To A Payee; Or (B) From A Payer To A User.

Transaction Amount

Means The Total Amount Payable/ Receivable By A User/Payee. This Amount Shall Include All Taxes, Charges, Interest, Delivery Costs, Commissions, Etc.

Eligibility

The Website And Services Are Intended Solely For Persons Who Can Form Legally Binding Contracts Under Indian Law And Who Are 18 Years Of Age Or Older. Any Access To Or Use Of The Website Or Services By Anyone Under 18 Is Expressly Prohibited. By Using The Website Or Services User Represents And Warrants That He Is 18 Or Older And Is Competent To Contract. User Also Agrees That His Payer/Payee Is Similarly Competent To Contract.

A User Represents And Warrants That He Has Full Power And Authority For Using The Services And Is In Strict Compliance Of All Laws.

These Terms And Conditions As Accepted By User Shall Be Read Along With And In Addition To Any Terms And Conditions In Force From Time To Time And Issued By Any Service Provider. They Will Also Be Read In Conjunction With The Privacy Policy.

A User May Use The Services And This Website Only If He Accepts And Abides By All Of The Following Terms And Conditions.

Registration

In Order To Avail The Services, User Must Be Registered With HBConnect And The Service Providers. User Shall Provide HBConnect With All Such Documents As May Be Required.

By Registering With HBConnect , User Agrees To Provide True, Accurate, Current And Complete Information Failing Which HBConnect May At Any Time Reject User's Registration And Terminate His Right To Use Or Access The Website And/Or Services. When User Registers With HBConnect , A User Account Will Be Created, That Is Associated With User's User Name, Password And Other Identifying Information. User Shall Be Responsible For Anything That Happens Through His User Account.

Use Of Services

The Services May Be Used By User For Making And Receiving Payments From / To Third Parties.

To Enable The User To Use The Services, A Link With Login Credentials Will Be Communicated To The User On His Mobile Phone Or Email Address And The User Irrevocably And Unconditionally Accepts The Sole Responsibility For Use, Confidentiality And Protection Of Said Login Credentials, Including Passwords, As Well As For All Orders And Information Changes Entered Into The Mobile/ E Mail Account Using Such Login Credentials.

HBConnect Has No Obligation To Verify The Authenticity Of The Transaction Other Than By Means Of Verification Of The User's Basic KYC Information. The User Shall At All Times Take All Appropriate Steps, Including Those As Mentioned Herein, To Maintain The Security And Confidentiality Of The

Information. HBConnect Shall Not Be Liable For Any Mistake Or Misuse Of The Services By Either The User Or By Any Person Authorized By The User, Or By Any Person Gaining Access To The Services Through

The User Agrees That HBConnect Accepts All Instructions Originating From His Account In Good Faith And In A Manner Consistent With Commercially Reasonable Security Standards. User Shall Indemnify And Hold HBConnect Harmless For Direct Or Indirect Losses Sustained As A Result Of The Disclosure Of Sensitive Information By Or Through User.

On Receiving The Necessary Details From The Service Provider, HBConnect Shall Initiate The Required Payment To Payee/User/ As Instructed By User/ Payer.

Confirmation Of The Transaction Performed Using Valid Login Credentials Shall Be Conclusive Evidence Of A Transaction Being Effected. User Is Responsible To Furnish HBConnect With Correct And Current

Information. In The Event That The Payment Is In Respect Of A Purchase Of Products By The User/Payee, HBConnect Shall Not Be Required To Ensure That The Purchased Products Have Been Duly Delivered. In The Event A User Chooses To Complain About A Transaction, The Same Should Be Communicated To HBConnect Within 10 (Ten) Days Of The Transaction.

User Obligations

Each User Shall Be Responsible To (I) Furnish Correct And Accurate Information Of The Payer/ Payee As May Be Required, On An Independent Basis; (Ii) Furnish To HBConnect Forthwith On Demand, The Original Copy/Copies Of Proof Of Delivery Of Products, Invoices Or Other Records Pertaining To Any Transaction; (Iii) Ensure That All Licenses And Registrations Required By Him Are In Full Force And Effect To Enable Them To Carry On The Business Of Sale/ Purchase Of Products.

User Shall Not (I) Carry Out Any Activity, Which Is Banned, Illegal Or Immoral, (Ii) Use The Services In Any Manner Or In Furtherance Of Any Activity, Which Constitutes A Violation Of Any Law Or Regulation Or Which May Cause HBConnect To Be Subject To Investigation, Prosecution Or Legal Action.

User Undertakes And Assures To HBConnect That Payments Shall Not Be Made/ Received In Respect Of Any Products Mentioned In The Banned Items List Set Out In Annexure A Hereto.

User Shall Act In Compliance With All Laws, Rules And Regulations And Shall At All Times Comply With The Guidelines Set By Visa/Master Card/ Acquiring Banks/ Service Providers.

User Shall Not Sell, Provide, Exchange, Or Otherwise Disclose To Third Parties Or Use Themselves (Other Than For The Purpose Of Completing A Transaction, Or As Specifically Required By Law) Any Personal Information About Any Third Party, Including The Account Details And Mobile Number, Without Obtaining The Prior Written Consent Of Such Third Party.

User Shall Take All Precautions As May Be Feasible Or As May Be Directed By HBConnect To Ensure That There Is No Breach Of Security And That The Integrity Of The Link Between Their Systems/ Site, The Website And The Payment Mechanism Is Maintained At All Times. In The Event Of Any Loss Being Caused As A Result Of The Link Being Breached Or As A Consequence Of The Link Being Improper Or Being In Violation Of The Provisions Of This Clause, The Loss Shall Be To The Account Of The User And The User Shall Indemnify And Keep Indemnified HBConnect And The Service Providers From Any Loss As May Be Caused In This Regard.

User Shall Bear And Be Responsible For The Payment Of All Relevant Taxes (Including Any Applicable Withholding Taxes) As May Be Due.

A User Shall Not At Any Time Require Any Other User To Provide Him With Any Details Of The Accounts Held By The Other Users With Any Banks Including, The Passwords, Account Number, Card Numbers, Mobile Phone Numbers And PIN Which May Be Assigned To Them By The Banks From Time To Time.

A User Shall Use The Information Regarding A Payee/ Payer (Including Name, Address, E-Mail Address, Telephone Numbers And Other Data) Conveyed To Him Whist Using The Services, Only For The Purpose Of Completing The Transaction For Which It Was Furnished, And Not To Sell Or Otherwise Furnish Such Information To Others Unless He Has An Independent Source Of Such Information Or Obtains The Express Consent Of Such Payee/ Payer.

A User Shall Inform HBConnect Of Any Change In His Email Address, Mobile Number, Address, Ownership Or Legal Status Or His Cessation Of Business In Writing 30 Working Days In Advance Of Such Change.

User Shall Not Interfere With Or Damage The Website, Including, Without Limitation, Through The Use Of Viruses, Cancel Bots, Trojan Horses, Harmful Code, Flood Pings, Denial-Of-Service Attacks, Backdoors, Packet Or IP Spoofing, Forged Routing Or Electronic Mail Address Information Or Similar Methods Or Technology.

HBConnect Has The Right To Investigate And Prosecute Violations Of Any Of The Above To The Fullest Extent Of The Law.

Fees

In Consideration Of The Services Rendered By HBConnect To The User, The User Shall Pay To HBConnect A Fee That Is Agreed Upon In The Fee Schedule Defined In The Merchant Agreement or HBConnect website Or Proposed By HBConnect Over Email To The Registered Email Address.

HBConnect Shall Deduct Its Transaction Fees Plus Service Tax Per Successful Transaction, And Make Payment Of The Balance Of The Transaction Amount To User/ Payee's Designated Bank Account. All Other Taxes,

Duties Or Charges Shall Be Borne And Paid By User, Unless Otherwise Agreed Between The Parties. HBConnect Reserves The Right To Alter / Modify / Change The Discount / Commission Rate At Its Discretion. HBConnect Also Reserves The Right To Forthwith Revise The Transaction Fee Payable In The Event Of Any Revision In The Rates Charges By The Acquiring Banks Or Card Associations Or Guidelines Issued By The RBI From Time To Time.

It Is Hereby Agreed And Acknowledged By The Parties That The Transaction Fees Charged By HBConnect In Respect Of A Transaction That Has Been Confirmed Shall Not Be Returned Or Repaid By HBConnect To The User Or Any Other Person Irrespective Of The Transaction Being Rejected, Charged Back, Refunded Or Disputed.

Specific Terms

HBConnect Will Not Be Responsible For Any Disputes Between The Users And The Payers/ Payees, Including Issues Regarding Prices, Delivery, Non-Delivery Or Delay In Delivery Of The Products, Quality Of Products Or Otherwise. All Such Disputes Will Be Dealt With By And Between The User And The Payer/ Payee

Directly, And HBConnect Shall Not Be A Party To Such Disputes.

HBConnect Cannot And Does Not Guarantee The Timings Of Any Payments Made Or Received As Such Timing Is Dependent Upon User's Bank, Card Issuing Bank/ Card Processor (Where A Credit/ Debit Card Is Used), Acquiring Financial Institution And Other Service Providers. HBConnect Assumes No Liability And Shall Not Be Held Responsible For Any Delays In Delivery Of Payment Or Availability Of Funds When Using The Services.

HBConnect Shall Not Be A Party To The Agreement Between The User And Any Payer/ Payee In Any Manner Whatsoever. All Contracts Are Directly Between Users And Their Payers/ Payees.

User Shall Be Responsible For Any Miscommunication Or Incorrect User/ Third Party/ Other Information That May Be Provided To HBConnect At The Time Of Enabling The Services For The User.

HBConnect / Service Provider Reserve The Right To Impose Limits On The Number Of Transactions Which May Be Charged On An Individual Credit Card Or Other Account During Any Time Period, And Reserve The Right To Refuse To Make Payments In Respect Of Transactions Exceeding Such Limit. HBConnect / Service Provider Also Reserve The Right To Refuse To Make Payments In Respect Of Transactions By

Users With A Prior History Of Questionable Charges.

Security

Subject To The Provisions Stated Herein And As Specified By HBConnect From Time To Time, The User Will Not Hold HBConnect Liable In Case Of Any Improper/ Fraudulent/Unauthorized/ Duplicate/Erroneous Use Of His Mobile And/Or The Web Based Access. HBConnect Will Also Not Be Liable For Any Consequences Connected With The Use/ Misuse Of User's Mobile/ E Mail Account By Any Third Party. If Any Third Parties Gain Access To The Services, The User Will Be Responsible And Shall Indemnify

HBConnect Against Any Liability, Costs Or Damages Arising Out Of Such Misuse / Use By Third Parties Based Upon Or Relating To Such Access And Use, Or Otherwise.

The User Shall Be Fully Liable For: (A) Any Unauthorised Use Of His Mobile/ Email Account; And/Or (B) All Authorised Transactions On His Mobile/Email Account.

Without Prejudice To The Remedies Available To HBConnect And These Terms, HBConnect Shall Be Under No Liability Whatsoever To The User In Respect Of Any Loss Or Damage Arising Directly Or Indirectly Out Of:

- any defect in any Products/Services supplied to them;
- any inability of a third party to supply or deliver the required Products in the necessary numbers or types;
- the refusal of any person (including a Service Provider) to honour or accept a payment;
- the malfunction of any computer terminal or equipment;
- the utilization of the Services by any person other than by the User;
- any mis-statement, error or omission in any details disclosed to HBConnect.

Termination

If Either HBConnect Or Service Provider Suspects, On Reasonable Grounds, That A User Has Committed A Breach Of These Terms Or Any Other Agreement With HBConnect Or Any Act Of Dishonesty Or Fraud

Against HBConnect / Any Service Provider, HBConnect Shall Be Entitled To (A) Suspend All Payment Under

These Terms; (B) Deactivate/ Suspend Your User Account And Disable Your Password; And (C) Terminate User's Access To The Website Or The Services; Pending Enquiries By HBConnect. User May Cancel His User Account At Any Time By Sending HBConnect An Email. Please Note That Once Your Account Is Cancelled, HBConnect Does Not Have Any Obligation To Return Any Data Or Information That May Reside On Its Servers Or Other Equipment.

Indemnity

User Shall Keep HBConnect Indemnified From And Against Any And All Liability (Including But Not Limited To Liabilities, Judgments, Damages, Losses, Claims, Costs And Expenses,) Or Any Other Loss That May

Occur, Arising From Or Relating To Any Claim, Suit Or Proceeding Brought Against HBConnect By Another User/ Service Provider/ Third Party For Reasons Including, But Not Limited To (I) Delivery, Non Delivery Or Delay, Deficiency Or Mistake In Respect Of The Products Sold; (Ii) A Breach, Non-Performance, Non Compliance Or Inadequate Performance By The User Of Any Of The Terms, Conditions, Representations, Obligations Or Warranties Made By Him; (Iii) Any Acts, Errors, Misrepresentations, Wilful Misconduct Or Negligence Of The User, Or His Employees, Subcontractors And Agents In Performance Of Their

Obligations Under These Terms.

The User Shall Comply With All Such Terms And Conditions As HBConnect Or Any Service Provider May Prescribe From Time To Time With Regard To The Services. All Transactions Effected By Or Through This Website, Shall Constitute Legally Binding And Valid Transactions When Done In Adherence To And In Compliance With The Terms And Conditions Prescribed By HBConnect Or Seller/ Service Provider.

Confidentiality

User Agrees Not To Disclose Or Attempt To Use Or Personally Benefit From Any Non-Public Information That He May Learn On The Website Or Through The Services. This Obligation Shall Continue Until Such Time As The Non-Public Information Has Become Publicly Known Through No Action Of Your Own. If You Are Compelled By Order Of A Court Or Other Governmental Or Legal Body (Or Have Notice That Such An Order Is Being Sought) To Divulge Any Such Non-Public Information, You Agree To Promptly And Diligently Notify HBConnect And Cooperate Fully With HBConnect In Protecting Such Information To The Extent Possible Under Applicable Law.

HBConnect May Access, Preserve And Disclose Any Of Your Information If Required To Do So By Law,

Or If We Believe In Good Faith That It Is Reasonably Necessary To (I) Respond To Claims Asserted Against HBConnect Or To Comply With Legal Process, (Ii) For Fraud Prevention, Risk Assessment, Investigation,

Customer Support, Product Development And De-Bugging Purposes, Or (Iii) Protect The Rights, Property Or Safety Of HBConnect , Its Users Or Members Of The Public.

Intellectual Property Rights

The Website Content And The Trademarks, Service Marks And Logos Contained Therein ("Marks") Are Owned By Or Licensed To HBConnect , Subject To Copyright And Other Intellectual Property Rights Under The Law And International Conventions. Such Website Content May Not Be Copied, Reproduced, Distributed, Transmitted, Broadcast, Displayed, Sold, Licensed, Uploaded, Or Otherwise Exploited Without The Prior Written Consent Of HBConnect .

Privacy Policy

User Understands That His Access To The Website Will Result In The Collection, Use And Storage Of His Information Which Is Subject To HBConnect 's Privacy Policy. Through His Access Of The Website User Consents To The Collection, Use And Storage Of Such Information, Which Will Be Held By HBConnect And May Be Processed And Stored By Service Providers. For An Explanation Of HBConnect's Practices And Policies Related To The Collection, Use, And Storage Of Users' Information, Please Read Our Privacy Policy

Disclaimer Of Warranties

THE CONTENT AND FUNCTIONALITY ON THE WEBSITE IS PROVIDED WITH THE UNDERSTANDING THAT HBConnect IS NOT HEREIN ENGAGED IN ITSELF FOR MAKING PAYMENTS. HBConnect IS AN INTERMEDIARY BETWEEN BANKS, SERVICE PROVIDERS AND USERS. ALL CONTENT AND FUNCTIONALITY ON THE WEBSITE IS PROVIDED "AS IS,"

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. HBConnect MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, OR ADEQUACY OF THE WEBSITE OR THAT THE SERVICES PROVIDED OR THE FUNCTIONALITY ON THIS WEBSITE WILL BE UNINTERRUPTED OR

ERROR-FREE.

USER HEREBY ACKNOWLEDGES THAT HIS USE OF THIS WEBSITE AND THE SERVICES IS AT HIS SOLE RISK. UNDER NO CIRCUMSTANCES SHALL HBConnect OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DAMAGES.

INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THESERVICES, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF HBConnect HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

Limitation Of Liability

USER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICES, REMAINS WITH YOU. NEITHER HBConnect NOR ANY OTHER PARTY INVOLVED IN PROVIDING OR DELIVERING THE WEBSITE OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, OR IN CONNECTION WITH THESE TERMS, AS A RESULT OF YOUR USE OF THE WEBSITE OR

SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HBConnect HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR HBConnect OBLIGATIONS TO MAKE PAYMENTS THROUGH THE CURRENT ACCOUNT AS ENVISAGED HEREIN, IN NO EVENT WILL HBConnect 'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND USER'S USE OF THE WEBSITE AND SERVICES, EXCEED THE AMOUNT OF RUPEES 1000.

General Terms

Unless Otherwise Set Out, All Payments May Only Be Made In Indian Rupees.

HBConnect May, If Required By Law, Change Any Fee Or Charge Or Institute New Fees Or Charges. The User Agrees To Pay All Fees And Charges So Levied.

HBConnect Reserves The Right To Vary Any Of The Terms Contained Herein By Posting The Revised Terms On HBConnect's Website Without Notice To The User.

The User Hereby Accepts That He May, From Time To Time, Receive From HBConnect Or Its Associates, Communications Such As Service Announcements, Advertisements Or Administrative Communications.

All Information Provided By The User To HBConnect Shall Be Accurate, Current And Complete. User Shall Be Solely Responsible For The Accuracy And Correctness Of All Information Provided By Him. HBConnectShall Not Be Liable For Any Loss Or Costs Incurred By Any Party Due To Any Incorrect Or Mistaken

Information Provided By User.

HBConnect Shall Not Be Liable For Any Direct, Indirect, Punitive, Incidental, Exemplary, Special Or Consequential Damages Or Any Loss Of Profit, Business, Revenue, Goodwill Or Anticipated Savings Or Any Damages Whatsoever Arising Out Of Or In Any Way Connected With The Use Of The Website By User Or Otherwise.

HBConnect Or Service Provider Shall In No Event Be Liable To A User Or Any Third Party For Any Loss Or Damage Whatsoever Or Howsoever Caused Arising Directly Or Indirectly In Connection With The Website And Services, Including Without Limitation Any:

- 1. Loss Of Data;
- 2. Interruption Or Stoppage To The User's Access To And/Or Use Of The Website And Services;
- 3. Any Consequential Loss Or Damage Or Loss Of Profit, Business, Revenue, Goodwill Or Anticipated Savings, Arising Out Of The Performance Of The Services Or Otherwise.

HBConnect Makes No Representation Or Warranty, Whether Express Or Implied, Written Or Oral, About The Quality, Suitability, Reliability, Availability, Merchantability, Fitness For A Purpose, Delivery, Lack Of Viruses Or Other Harmful Components Or Accuracy Of Information Relating To The Products Sought To Be Purchased By The User. Each User Acknowledges That HBConnect's Or A Service Provider's Services May Not Be Uninterrupted Or Error Free. A User Also Acknowledges That The Services Provided By Any Service Provider To HBConnect, Which Is Passed On To The User Under These Terms, Can Be Brought To An Abrupt End In Any Event Whatsoever By Any Of The Service Providers For Any Reason Whatsoever.

HBConnect's Sole Obligation And User's Sole And Exclusive Remedy In The Event Of Interruption To The Payment Services Or Loss Of Use And/Or Access To The Payment Services, Shall Be To Use All Reasonable Endeavors To Restore The Payment Services As Soon As Reasonably Possible.

In No Event Shall HBConnect Or A Service Provider Be Liable To A User Or Any Other Third Party For Any Applicable Taxes And Government Levies.

In No Event Will HBConnect's Total Liability To User For All Liabilities, Losses, And Causes Of Action Arising Out Of Or Relating To These Terms And Conditions; Or The User's Use Of The Website; However

Caused, Exceed The Amount Paid By User, If Any, For Utilising The Website Or One Thousand Rupees (Rs.1000), Whichever Is Lesser.

Any Link On The HBConnect Website To A Third Party Site Is Not An Endorsement Of That Website. The Use Or Browsing By A User Of Any Other Website Shall Be Subject To The Terms And Conditions In Each Such Website.

HBConnect Does Not Endorse Any Advertiser Or Merchant Linked To Its Website. The User Must Verify All Information Provided By The Merchants/ Advertisers Before Arriving At His Decision To Purchase Any Product.

The User's Participation In Any Event/ Contest/ Promotion Shall Be Governed By The Terms And Conditions Mentioned In The Respective Event/ Contest/ Promotion Along With These Terms.

HBConnect Shall Not Be Liable For Any Unauthorised Access To The User's Data Or Any Unauthorized Transmissions Sent Through The HBConnect Services.

HBConnect Shall Have The Right, At Its Sole Discretion, To:

- restrict or terminate a User's access to its Services;
- modify or discontinue its Services or any part thereof;
- require a User to provide details in respect of any transactions and any other details as required by HBConnect from time to time; without incurring any liability therefor.

HBConnect Shall Have The Right, In Its Sole Discretion, For Any Or No Reason, And Without Penalty, To Suspend Or Terminate A User's Use Of The Website And Its Services Or Any Part Thereof, With Or Without Notice.

The User Shall Not (Whether On-Line Or Otherwise):Describe Itself As Agent Or Representative Of HBConnect Or Make Any Representations To Any Customer Or Any Third Party Or Give Any Warranties Which May Require HBConnect Or Service Provider To Undertake To Or Be Liable For, Whether Directly Or Indirectly, Any Obligation And/Or Responsibility To Customer Or Any Third Party.

HBConnect Shall Not Be Liable For Any Breach Of These Terms Due To Any Force-Majeure Event Such As Act Of God, Fire, Lightning, Explosion, Flood, Inclement Weather Conditions, Power Failures, Failure In Any Communication Systems, Equipment Breakdown, Strikes, Lock-Out Or Any Other Cause Beyond The Control Of HBConnect.

If Any Part Of These Terms Is 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 The Terms Shall Continue In Effect.

HBConnect May Assign Or Transfer Its Rights And Obligations To Any Other Party.

Incase Of Any Dispute Between The Parties On The Interpretation Or Implementation Of These Terms, The Appropriate Court In Bengaluru Shall Have Exclusive Jurisdiction.

No Failure Or Delay By HBConnect In Exercising Any Right, Power Or Privilege Shall Operate As A Waiver Thereof.

For Any Queries / Details Users Can Contact:

HBConnect Gateway

Write To Us At admin@hbconnect.live

Annexure A: Banned Items

- 1. Adult Goods And Services Which Includes Pornography And Other Sexually Suggestive Materials (Including Literature, Imagery And Other Media); Escort Or Prostitution Services.
- 2. Alcohol Which Includes Alcohol Or Alcoholic Beverages Such As Beer, Liquor, Wine, Or Champagne.
- 3. Body Parts Which Includes Organs Or Other Body Parts.
- 4. Bulk Marketing Tools Which Includes Email Lists, Software, Or Other Products Enabling Unsolicited Email Messages (Spam).
- 5. Cable Descramblers And Black Boxes Which Includes Devices Intended To Obtain Cable And Satellite Signals For Free.
- 6. Child Pornography Which Includes Pornographic Materials Involving Minors.
- 7. Copyright Unlocking Devices Which Includes Mod Chips Or Other Devices Designed To Circumvent Copyright Protection. 8) Copyrighted Media Which Includes Unauthorized Copies Of Books, Music, Movies, And Other Licensed Or Protected Materials.
- 8. Copyrighted Software Which Includes Unauthorized Copies Of Software, Video Games And Other Licensed Or Protected Materials, Including OEM Or Bundled Software.
- 9. Counterfeit And Unauthorized Goods Which Includes Replicas Or Imitations Of Designer Goods; Items Without A Celebrity Endorsement That Would Normally Require Such An Association, Fake Autographs, Counterfeit Stamps, And Other Potentially Unauthorized Goods.
- 10. Drugs And Drug Paraphernalia Which Includes Illegal Drugs And Drug Accessories, Including Herbal Drugs Like Salvia And Magic Mushrooms.
- 11. Drug Test Circumvention Aids Which Includes Drug Cleansing Shakes, Urine Test Additives, And Related Items.
- 12. Endangered Species Which Includes Plants, Animals Or Other Organisms (Including Product Derivatives) In Danger Of Extinction.
- 13. Government IDs Or Documents Which Includes Fake IDs, Passports, Diplomas, And Noble Titles.
- 14. Hacking And Cracking Materials Which Includes Manuals, How-To Guides, Information, Or Equipment Enabling Illegal Access To Software, Servers, Watomites, Or Other Protected Property.
- 15. Illegal Goods Which Includes Materials, Products, Or Information Promoting Illegal Goods Or Enabling Illegal Acts.
- 16. Miracle Cures Which Includes Unsubstantiated Cures, Remedies Or Other Items Marketed As Quick Health Fixes.
- 17. Offensive Goods Which Includes Literature, Products Or Other Materials That: A) Defame Or Slander Any Person Or Groups Of People Based On Race, Ethnicity, National Origin, Religion, Sex, Or Other Factors B) Encourage Or Incite Violent Acts C) Promote Intolerance Or Hatred.
- 18. Offensive Goods, Crime Which Includes Crime Scene Photos Or Items, Such As Personal Belongings, Associated With Criminals.
- 19. Prescription Drugs Or Herbal Drugs Or Any Kind Of Online Pharmacies Which Includes Drugs Or Other Products Requiring A Prescription By A Licensed Medical Practitioner.
- 20. Pyrotechnic Devices And Hazardous Materials Which Includes Fireworks And Related Goods; Toxic, Flammable, And Radioactive Materials And Substances.
- 21. Regulated Goods Which Includes Air Bags; Batteries Containing Mercury; Freon Or Similar Substances/Refrigerants, Chemical/Industrial Solvents, Government Uniforms, Car Titles Or Logos, License Plates, Police Badges And Law Enforcement Equipment, Lock-Picking Devices, Pesticides; Postage Meters, Recalled Items, Slot Machines, Surveillance Equipment; Goods Regulated By Government Or Other Agency Specifications.
- 22. Securities, Which Includes Stocks, Bonds, Or Related Financial Products.
- 23. Tobacco And Cigarettes Which Includes Cigarettes, Cigars, Chewing Tobacco, And Related Products.
- 24. Traffic Devices Which Includes Radar Detectors/ Jammers , License Plate Covers, Traffic Signal Changers, And Related Products.
- 25. Weapons Which Includes Firearms, Ammunition, Knives, Brass Knuckles, Gun Parts, And Other Armaments.
- 26. Wholesale Currency Which Includes Discounted Currencies Or Currency Exchanges.
- 27. Live Animals Or Hides/Skins/Teeth, Nails And Other Parts Etc Of Animals.
- 28. Multi Level Marketing Collection Fees.
- 29. Matrix Sites Or Sites Using A Matrix Scheme Approach.
- 30. Work-At-Home Information.
- 31. Drop-Shipped Merchandise.

- 32. Any Product Or Service Which Is Not In Compliance With All Applicable Laws And Regulations Whether Federal, State, Local Or International Including The Laws Of India.
- 33. Pyrotechnic Devices, Combustibles, Corrosives And Hazardous Materials Which Includes Explosives, Fireworks And Related Goods; Toxic, Flammable, And Radioactive Materials And Substances
- 34. Regulated Goods Which Includes Air Bags; Batteries Containing Mercury; Freon Or Similar Substances/Refrigerants; Chemical/Industrial Solvents; Government Uniforms; Car Titles; License Plates; Police Badges And Law Enforcement Equipment; Lock-Picking Devices; Pesticides; Postage Meters; Recalled Items; Slot Machines; Surveillance Equipment; Goods Regulated By Government Or Other Agency Specifications