

## **Terms and Condition**

Please read these Terms and Conditions ("Terms of Use") carefully. Your Acceptance of the Terms of Use contained herein constitutes the Agreement for the **Purpose** as defined hereunder. The Acceptance of Terms of Use will be between You and Aditya Birla Sun Life Pension Management Limited (hereinafter referred as **"ABSLPML" or "Company" or "We" or "Us" or "Facilities Provider"**) which is facilitating provision of the services.

### **Acceptance Terms**

By accessing and using this Website you have confirmed that you have read, understood and bound yourself by these Terms of Use. These Terms of Use shall apply to the access and use of the Website and all associated web pages/ sites which are linked with URL: <https://pensionfund.adityabirlacapital.com/> ("**Website**") which belongs to ABSLPML. You will be subject to the rules, guidelines, policies, terms, legal disclaimer and conditions applicable to any facilities that are provided by this Website and all associated web pages/ sites and they shall be deemed to be incorporated into these Terms of Use and shall be considered as part and parcel of these Terms of Use.

In terms of the information Technology Act, 2000 (as amended from time to time), this document is an electronic record. By accessing the Website and availing for facilities on the Website, the users (hereinafter referred to as "**you**", or "**your**") agree to be bound by these Terms of Use, the legal disclaimer ("**Legal Disclaimer**") and the Privacy Policy ("**Privacy Policy**"), as posted on the Website.

This Agreement describes the terms governing the usage of the facilities provided to you on the Website. Clicking "I Agree" to "Terms & Conditions", shall be considered as your electronic acceptance of this Agreement under Information Technology Act 2000.

.Your electronic consent, accepting these Terms of Use, represents that you have the capacity to be bound by it, or if you are acting on behalf of any person, that you have the authority to bind such person.

You also acknowledge and agree that, unless specifically provided otherwise, these Terms of Use only apply to this Website and facilities provided on this Website.

### **Changes to The Terms of Use**

You agree that these Terms of Use may be subject to change/modification for such reason as it may deem fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the services, company re-organization, market practice or customer requirements. Upon any change, the updated Terms of Use will be updated on the Website or any other means. Your continued use of the facilities on this Website constitutes acceptance of the changes and an Agreement to be bound by Terms of Use, as amended. You can review the most current version of the Terms of Use at any time, by clicking the Terms & Conditions link on the Website.

**If you do not agree with any of these Terms of Use, you may not use this Website.**

### **Authorisation to Facilities Provider**

Whenever consent has been obtained/provided by you in any mode under these Terms and Conditions, for availing information/services related to ABSLPML, You agree and authorise the ABSLPML to share/transfer/transmit your personal information with its Central Recordkeeping Agency (CRA), authorised representative, associates, group companies and other third parties, in so far as required for offering of facilities through this Website and for analytical / marketing purposes /report generations and/or to offer connected facilities on the Website and may also include transfer/sharing/transmitting of sensitive personal data or information only if it is deemed necessary for the performance of facilities and to provide you with various value added and ancillary facilities/services and information, to aid you in managing your money needs in the manner agreed under these Terms and Conditions and the privacy policy. You agree to receive e-mails/sms/phone calls and such other mode as permitted under law from ABSLPML or its authorised representative or third-party service providers, if any, regarding the facilities/services updates, information/promotional offer and/or new announcements and such other related information.

You also agree and authorise ABSLPML and or its authorised representative or third-party service providers, if any, to contact you at the contact information provided for service-related communication relating to your product or facilities offered even if your number is in National Do Not Call Registry.

You have the option to withdraw the said consent in the manner specified under these Terms of Use. Please also read the Privacy Policy for more information and details as provided on the Website. The Privacy Policy may be updated from time to time. Changes will be effective upon posting of the revised Privacy Policy on the Website.

## **Registration**

In case user registration facility is available on the website you may also receive password and other credentials details upon successful registration as a user of the website You are totally accountable for all actions that take place in your registration account. It is entirely your responsibility to maintain the confidentiality of your password, credentials and other personal details / transaction details and also to inform ABSLPML without delay of any dishonest, unauthorized or illegal use of your registration with the website.

## **Permanent Retirement Account Number (PRAN)**

National Pension Scheme (NPS) system offers common individuals a gateway to Nation Pension Scheme regulated by Pension Fund Regulatory Development Authority of India (PFRDA). A subscriber under NPS shall periodically contribute savings into his/ her Permanent Retirement Account (PRA) while he/ she is working through the designated Points of Presence (POPs) and shall use the accumulations at retirement to procure a pension for the rest of his/ her life. The accumulated saved amount will be reflected in his/her Permanent Retirement Account while he/she is working and shall use the accumulations at retirement to procure a pension for the rest of his/her life.

However, a registration for Permanent Retirement Account Number (PRAN) is a must to avail benefits of NPS. The NPS is based on a unique individual Permanent Retirement Account Number (PRAN) created for individual subscribers. This PRAN registration is to be done with appointed Central Record keeping Agency (CRA) under the National Pension System.

ABSLPML is registered with PFRDA to facilitate the services of Point of Presence under NPS system.

You may approach to ABSLPML through its website or its authorized representative (POP-SP) with whom you wish to register and fill up the PRAN application form to generate your PRAN. You have to ensure that your PRAN application form is filled up i.e. photograph, signature, mandatory details, scheme preference details etc. and also submit KYC documentation with respect to proof of identity and proof of address.

ABSLPML or its POP-SP will verify the completeness of PRAN application and KYC documents and will submit the PRAN application form along with KYC documents to CRA or CRA –Facilitation Centre (FC) within time frame for generation of PRAN. The applications which cannot be processed shall be intimated by ABSLPML or its POP-SP to you with appropriate explanation for such rejection.

At the time of submission of the PRAN application, ABSLPML or its POP-SP shall give you a receipt number. You can track the status of your PRAN application by entering the receipt number in the following link: <https://cra-nsdl.com/CRA/pranCardStatusInput.do>. ABSLPML or its POP-SP will Intimate the user informing the PRAN registration number upon its receipt.

## **Not an Investment Advisor, Planner, Broker or Tax Advisor**

The facilities on the Website are not intended to provide any legal, tax or financial or securities related advice. You agree and understand that the Website is not and shall never be construed as a financial planner, financial intermediary, investment advisor, broker or tax advisor. The facilities are intended only to assist you in your money needs and decision-making and is broad and general in scope. Your personal financial situation is unique, and any information and advice obtained through the facilities may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your advisor or other financial advisers who are fully aware of your individual circumstances. Nor ABSLPML neither any of its employees or officials or directors thereof shall not be held liable for any investment decision or consequences arising thereof. For more details, please also refer to the Legal Disclaimers provided on the Website.

## **Intellectual Property Rights**

This Website contains information, materials, including text, images, graphics, videos and sound ("**Materials**"), which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in these Materials are either owned by ABSLPML or have been licensed to ABSLPML by the owner(s) of those rights so that it can use these Materials as part of this Website. Other than those Materials which belong to Third Parties, ABSLPML retains copyright on all Information, including text, graphics and sound and all trademarks displayed on this Website which are licensed to ABSLPML under license by the owner of such trademark.

You shall not (a) copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any Materials contained in the Website. These restrictions apply in relation to all or part of the Materials on the Website; (b) copy and distribute this information on any other server or modify or re-use text or graphics on this system or another system. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or web site, whether in hard copy or electronic format, including postings to any other web site; (c) remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from the web site; link to this Website; without our express written consent.

## **No Warranty**

Although all efforts are made to ensure that information and content provided as part of this Website is correct at the time of inclusion on the Website, however there is no guarantee to the accuracy of the Information. This Website makes no representations or warranties as to the fairness, completeness or accuracy of Information. There is no commitment to update or correct any information that appears on the Internet or on this Website. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this Website or the information is at your own risk. Neither ABSLPML, nor their officers, employees Directors or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website or the information, or any website linked to this Website.

## **No Liability**

This Website is provided to you on an "as is" and "where-is" basis, without any warranty. ABSLPML, for itself and any ABSLPML and third party providing information, Materials (defined later), facilities, or content to this Website, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the website, the information or any products or facilities to which the information refers. ABSLPML will not be liable to you or any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, your use of this site or your inability to use the site, even if ABSLPML has previously been advised of the possibility of such damages. Any access to information hosted on third party websites of billers/banks/merchants/ ABSLPML etc. is not intended and shall not be treated as an offer to sell or the solicitation of an offer to buy any product/offering of ABSLPML or third parties.

ABSLPML and their officers, employees, Directors or agents shall have absolutely no liability in connection with the information and Material posted on this Website including any liability for damage to your computer hardware, data, information, materials, or business resulting from the information and/or Material or the lack of information and/or Material available on the Website. In no event shall ABSLPML shall be liable for any for any special, incidental, consequential, exemplary or punitive damages for any loss, arising out of or in connection with (a) the use, misuse or the inability to use this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the site; or (d) any other matter whatever nature relating to this Website.

Further, the ABSLPML cannot always foresee or anticipate technical or other difficulties. The facilities may contain errors, bugs, or other problems. These difficulties may result in loss of data, personalization settings or other facilities interruptions. The Website does not assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

ABSLPML and the providers of information shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained at this Website.

### **Manner of Use of Personal Information**

All Personal Information including Sensitive Personal Information provided/related to you, shall only be stored/used/processed/transmitted expressly for the Purpose or facilities indicated thereon at the time of collection and in accordance with the Privacy Policy. Other than those otherwise indicated and agreed by You, this Website do not collect or store or share your Personal Information. The Website will be used by ABSLPML and its authorised third party vendors, agents, contractors, consultants or facilities providers (individually a '**Third Party Service Provider**' and collectively, the "**Third Party Service Providers**") and to that extent you understand and authorise the ABSLPML to share/transmit such information to Third Party Service Providers. Such sharing of information will be solely for the purpose to fulfill / complete / authenticate your specific requests/transaction execution and for providing information about any ABSLPML product or facilities or services or for data analytics or to deliver to you any administrative notices, alerts or communications relevant to your Purpose (and which may include sending promotional emails or SMS or calls or any other mode permitted under law) or to analyse the usage and improve the facilities/solutions offered or for any research or troubleshooting problems, detecting and protecting against errors or to improve features, tailor the facilities on the Website to your interests, and to get in touch with you whenever necessary.

Except in the manner as stated in the Privacy Policy, the Website will not disclose your Personal Information with any affiliated or unaffiliated third parties.

You may receive e-mails /communications/notifications from the Third Party Services Providers, if any, regarding facilities updates, information/promotional e-mails/SMS and/or update on new product announcements/services in such mode as permitted under law.

### **Use of Website in India**

This Website is controlled and operated from India and there is no representation that the Materials/information are appropriate or will be available for use in other locations. If you use this Website from outside the India, you are entirely responsible for compliance with all applicable local laws. There is no warranty or representation that a user in one region may obtain the facilities of this website in another region.

Information published on the Website may contain references or cross references to products, programs and facilities offered by ABSLPML/third parties, if any, that are not announced or available in your country. Such references do not imply that it is intended to announce such products, programs or facilities in your country. You may consult your local advisors for information regarding the products, programs and services that may be available to you.

You agree that ABSLPML has no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any other ABSLPML and/or third parties.

### **Third party websites**

This Website may be linked to other websites (including those of group Companies or third parties) on the World Wide Web that are not under the control of or maintained by ABSLPML. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, facilities and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any facilities and/or products available through any of these websites are suitable for your purposes. ABSLPML is not responsible for the owners or operators of these websites or for any goods or facilities or Services they supply/provide or for the content of their websites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this web site includes a link infringes the intellectual property rights of any third party). All such arrangement between you and third party is solely between you and the such third parties.

## **Postings and monitoring**

ABSLPML does not routinely monitor your postings to the Website but reserves the right to do so if deemed necessary if it is related to the facilities offered on the web site and also to comply with law. However, in our efforts to promote good citizenship within the internet community, if the ABSLPML becomes aware of inappropriate use of the Website or any of its facilities, any information, opinions, advice or offers posted by any person or entity logged in to the Website or any of its associated sites is to be construed as public conversation only, and the ABSLPML shall not be liable or responsible for such public conversation. You agree that in such cases, we will respond in any way that, in our sole discretion, as deemed appropriate. You acknowledge that ABSLPML 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, ABSLPML will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

Submissions and unauthorized use of any Materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold ABSLPML and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Website or the use of the Website by any person using your user name and/or password (including without limitation your participation in the posting areas or your submissions) violates any applicable law or regulation, or the rights of any third party.

We reserve the right to terminate access to this Website at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded and printed Materials.

If you come across any breaches/violation or offensive material you must report to us at [care.pensionfunds@adityabirlacapital.com](mailto:care.pensionfunds@adityabirlacapital.com)

## **Use of Cookies**

You agree and understand that the Website will automatically receive and collect certain anonymous information in standard usage logs through the Web server, including computer/computer resource-identification information obtained from "cookies" sent to your browser from a web server or other means as explained in the Privacy Policy.

## **Facilities Changes and Discontinuation**

The Website reserves the right to discontinue or suspend, temporarily or permanently, the facilities. You agree that the ABSLPML will not be liable to you in any manner whatsoever for any modification or discontinuance of the facilities. The format and content of this Website may change at any time. We may suspend the operation of this Website for support or maintenance work, in order to update the content or for any other reason.

ABSLPML, and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non availability of the Website and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason whatsoever. The Website will not be responsible for any liability arising out of delay in providing any information on the Website.

## **Compliance with the Law**

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, programme, algorithm or methodology to access, acquire, copy or monitor the Website, or any portion of the Website.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines generally available by third party web browsers
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the facilities.

- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the facilities.
- You agree not to use the facilities for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

### **Restrictions on Commercial Use or Resale**

Your right to use the facilities is personal to you; therefore, you agree not to resell or make any commercial use of the facilities. In addition, the Website welcomes your feedback as a user of the facilities. Any feedback you provide will become the confidential and proprietary information of the Website, and you agree that the Website may use in any manner and without limitation, all comments, suggestions, complaints, and other feedback you provide relating to the Website. The Website shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use feedback for any purpose, including but not limited to incorporation of such feedback into the Website or other Website software or facilities.

### **No Endorsements**

All product and facilities marks contained on or associated with the facilities that are not the Website marks are the trademarks of their respective owners. The Website would require you to respect the same. References to any such names, marks, products or facilities of third parties or hypertext links to third party sites or information does not imply the Website's endorsement, sponsorship or recommendation of the third party, information, product or facilities.

### **Promotional Offers**

You may receive from time to time, announcement about offers with intent to promote this Website and/or facilities/products of ABSLPML ("**Promotional Offers**") or its third party service provider, if any. The Promotional Offer(s) would always be governed by these Terms of Use plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these Terms of Use, to the extent they may be in conflict with these Terms of Use. The Website reserves the right to withdraw, discontinue, modify, extend and suspend the Promotional Offer(s) and the terms governing it, at its sole discretion.

### **Charges for use of Website**

There are no charges or fees to be paid by you for use of this Website. However, you are responsible for all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. You further agree to pay additional charges, if any levied by Third Party Service Provider(s), for the facilities provided by them through the Website (Additional Charges).

### **No Endorsement**

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Website makes no effort to review the content of these web sites, nor is the Website or its licensors responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Website does not pre-screen content, but that the Website will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available via the facilities.

### **Electronic Communications**

These Terms of Use and any notices or other communications regarding the Facilities may be provided to you electronically, and you agree to receive communications from the Website in electronic form. Electronic communications may be posted on the Website and/or delivered to your registered email address, mobile phones etc either by Facilities Provider or ABSLPML with whom the services are availed. All communications in electronic format will be considered to be in "writing". Your consent to receive communications electronically is valid until you revoke your consent by notifying of your decision to do so. If you revoke your consent to receive communications electronically, the Facilities Provider shall have the right to terminate the facilities.

## **Assignment**

You shall not assign your rights and obligations under this Agreement to any other party. The Website may assign or delegate its rights and/or obligations under this Agreement to any other party in future, directly or indirectly, or to an affiliated or group company.

## **Legal Disclaimers**

The information provided on or through the Website is for general guidance and information purposes only and they do not in any manner indicate any assurance or opinion of any manner whatsoever. Any information may be prone to shortcomings, defects or inaccuracies due to technical reasons. Certain information on Website may be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Hence, they should not be solely relied on when making investment decisions. Your investment or financial decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe ABSLPML or any of its employees/authorized representative as having been in any way involved in your decision making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock or investment advice.

The information (and opinions, if any) contained on the Website may have been obtained from public sources believed to be reliable and numerous factors may affect the information provided, which may or may not have been taken into account. The information provided may therefore vary (significantly) from information obtained from other sources or other market participants. Any reference to past performance in the information should not be taken as an indication of future performance. The information is dependent on various assumptions, individual preferences and other factors and thus, results or analyses cannot be construed to be entirely accurate and may not be suitable for all categories of users. Hence, they should not be solely relied on when making investment decisions. Your investment or financial decision shall always be at your own discretion and based on your independent research; and nothing contained on the Website or in any information would construe ABSLPML or any of its employees/authorized representative as having been in any way involved in your decision making process. Any information and commentaries provided on the Website are not meant to be an endorsement or offering of any stock or investment advice.

Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and ABSLPML no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise. Information on this Website sourced from experts or third party service providers, which may also include reference to any ABSLPML Affiliate. However, any such information shall not be construed to represent that they belong or represent or are endorsed by the views of the Facilities Provider or ABSLPML. Any information provided or sourced from ABSLPML Affiliate belongs to them. ABSLPML is an independent entity and such information from any ABSLPML Affiliate are not in any manner intended or to be construed as being endorsed by ABSLPML. The information does not constitute investment or financial advice or advice to buy or sell, or to endorse or solicitation to buy or sell any securities or other financial instrument for any reason whatsoever. Nothing on the Website or information is intended to constitute legal, tax or investment advice, or an opinion regarding the appropriateness of any investment or a solicitation of any type. Investment in the securities market and any financial instruments are inherently risky and you shall always assume complete and full responsibility for the outcomes of all the financial or investment decisions that you make, including but not limited to loss of capital. You are therefore advised to obtain your own applicable legal, accounting, tax or other professional advice or facilities before taking or considering an investment or financial decision.

## **No Solicitation**

No Information at this Website shall constitute an invitation for investment. These are meant for general information only or to meet statutory requirements or disclosures. ABSLPML or any of its employees, directors, authorised representative are in no way liable for the use of the information by you, when making any decision or investing or trading through any other third party which may be engaged in offering of these services.

## **Force Majeure**

ABSLPML and any of its Third Party Service Providers shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

## **Indemnification**

You agree to protect and fully compensate ABSL PML its employees, officers, directors and authorised representative from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys fees) caused by or arising from your use of the facilities, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

## **No Waiver**

ABSL PML or any of its third party service providers and processor bank/merchants etc. shall not be deemed to have waived any of its/their rights or remedies hereunder, unless such waiver is in writing. No delay or omission on the part of ABSL PML in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **Exclusive Agreement**

You agree that these Terms of Use are the complete and exclusive statement of agreement supersede any proposal or prior agreement, oral or written, and any other communications between you and the ABSL PML and its Third Party Service Providers, if any, or processor bank/merchants relating to the subject matter of these Terms of Use. These Terms of Use, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Website and/or the processor bank.

## **Termination**

Either party can terminate this Agreement by notifying the other party in writing. Upon such termination You will not be able to use the facilities of this Website.

## **Governing Law and Jurisdiction**

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms of Use. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Mumbai having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Mumbai, India for the resolution of all such disputes.