Terms and Conditions

Welcome to "Hyundai Pay" which is a simple payment method that allows you to conveniently pay in common with all Hyundai's Services through "**MyWallet**" and payment method registration. These Terms and Conditions are the agreement between M/s Hyundai Motor India Ltd. ("**HMIL" or "us**") and you regarding use of the Wallet by you and to access various features and services, some of which may be provided by third parties and may utilize data collected from you. Please read the terms and conditions set out herein below and of Razorpay before using the Wallet.

- 1. Wallet refers to Razorpay's virtual semi-closed Wallet which is available on Bluelink Application and can be used by you to purchase **In-car Payment services** or any other specified goods and services in accordance with these terms and the terms of Razorpay.
- 2. The availability and functionality of Wallet, or any part of service thereof, depends on various factors and elements, including software, hardware and communication networks that are provided by Razorpay on their own terms. These are not fault free, and HMIL does not warrant or guarantee that any Wallet will operate without disruption, errors or interruptions, or that a Wallet will be accessible or available at all times.
- Please read carefully Razorpay terms and conditions, link of which is provided at the end of these terms, before activation & using the wallet which can be amended by Razorpay from time to time as per their policy. Please visit their website <u>https://razorpay.com</u> for updated <u>wallet PPI Terms and condition</u>.
- 4. HMIL does not represent or endorse Razorpay and has no responsibility for the safety; quality; accuracy; reliability; offer; as part of any process related to any Wallet.
- 5. If you download, activate, register, receive, use, accept or otherwise access Wallet, you confirm that you have read, understood and accept and agree to be bound by these Terms and Conditions and are legally bound by these Terms and Conditions, our Privacy Policy and all other terms and conditions that govern Bluelink Application, as may be amended from time to time (collectively, the "Terms and Conditions") and they will continue to apply every time you use/access the Wallet.
- 6. Your acceptance of the Terms and Conditions implies that you have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872. If you do not accept any of the Terms & Conditions stated herein do not activate or use the Wallet.

- 7. You agree not to allow others to use Wallet in any way to avoid fraud, misuse, unauthorized transaction, loss, etc. If you permit other persons to use your Wallet, you are responsible for any transactions made using Wallet.
- 8. You are responsible for any fees charged by any Razorpay in connection with the usage of wallet.
- 9. If any term, provision, covenant or condition of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of these terms shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10. Wallet is provided by Razorpay. In no event HMIL shall (or its respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of a wallet. Under no circumstances will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of your wallet.
- 11. These terms may be amended by HMIL without any notice, and they will continue to apply every time you use/access My Wallet.
- 12.HMIL reserve its rights to allow or disallow or restrict any user to use the Wallet with a prior notice.
- 13.If you have any questions or query about anything concerning these terms and conditions, please contact at <u>bluelink@hmil.net</u>
- 14.If you have any questions, disputes or complaints about a Wallet, you should contact directly with Razorpay at https://razorpay.com/support/#request
- 15.In case of any dispute between us, the same shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereof and be referred to the sole arbitrator to be appointed by the mutual consent of the parties. The seat & venue shall be at Delhi.
- 16.Subject to the above Arbitration clause, the courts at Delhi shall have exclusive jurisdiction over any disputes relating to the subject matter herein.

Important: Razorpay terms & conditions for Wallet