

Terms and Conditions

To know more about us, please read the following terms and conditions carefully before registering, browsing, downloading, or using the site. By using the site or by using our services, you agree to be bound by these terms and conditions set forth below, including any additional guidelines and future modifications that we implement from time to time. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may refrain from using the site and immediately terminate your use of the services.

The Terms and Conditions (as may be amended from time to time) is a legal contract and an agreement between you, an individual customer, member, user, or beneficiary of this service of at least 18 years of age ("You"), and Begetter Promotions Private Limited (together with its subsidiaries and other affiliates, "us", "we", "Bgpay"), regarding Your use of our prepaid mobile/DTH recharge services (known as "Service") to purchase prepaid mobile/DTH recharge (known as "Recharge") and related services on our website www.bgpay.in (known as the "Site").

Bgpay reserves the right, at its sole discretion, to revise, add, or delete portions of these terms and conditions any time without further notice, which shall be your responsibility to visit from time to time in order to stay abreast of any changes that the "Site" may introduce. The services hereunder are offered by Bgpay.

Eligibility

You shall be at least 18 years of age or over to register and avail the services of the "Site". You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age, or affiliation with any person or entity. The "Site" may terminate the registration of the "User", and any content or information that you have posted on the "Site" and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect, or feature of the Service or the Site) for any reason including the reasons stated above, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18 years of age.

Account Passwords and Registration

You agree that the information you provide to Bgpay on registration and at all other times, including payment, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID, PIN, password, or any credit, debit, or prepaid cash card number or net banking login/password, if applicable), then you agree to immediately notify Bgpay and indemnify Bgpay from any liabilities that may arise from the misuse of your account.

Prohibited Conduct

By using the Services you agree not to:

Impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission.

Infringe our or any third party's intellectual property rights, rights of publicity or privacy.

Post or transmit any message that is libellous, defamatory, or discloses private or personal matters concerning any person.

Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation.

Third Party Sites, Products, and Services; Links

The Services and/or the Site may include links or references to other websites or services solely as a convenience to users ("Reference Sites"). Bgpay does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites.

Termination; Agreement Violations

You agree that Bgpay, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Services and remove and discard all or any part of your account, your user profile, or your recipient profile, at any time. Bgpay may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice.

Limitation of Liability and Damages

In no event will Bgpay or its contractors, agents, licensors, partners, or suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) your use or inability to use the services, the site (including any and all materials) or any reference sites.

Indemnification

You agree to indemnify, save, and hold Bgpay, its affiliates, contractors, employees, officers, directors, agents, and its third-party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the services or the site, any violation by you of this agreement, or any breach of the representations, warranties, and covenants made by you herein.

Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, Bgpay and its third-party partners, licensors, and suppliers disclaim all warranties, statutory, express, or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

Ownership; Proprietary Rights

The services and the site are owned and operated by Bgpay and/or third-party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the services and the site provided by Bgpay (the "materials") are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.

Arbitration

Bgpay may elect to resolve any dispute, controversy, or claim arising out of or relating to this agreement or service provided in connection with this agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996.

Governing Law and Forum for Disputes

You agree that any claim or dispute you may have against Bgpay must be resolved by a court situated in our district in India. This agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

Severability

If any provision of this agreement is held to be unlawful, void, invalid, or otherwise unenforceable, then that provision will be limited or eliminated from this agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

Assignment

This agreement, and any rights granted hereunder, may not be transferred or assigned by you without our prior written consent which may be withheld at our sole discretion, but may be assigned by us without restriction.

Refund Policy for B2B Customers:

B2B customers take the balance, and in any event, the balance will not be returned.

Changes to the Terms and Conditions

The site may amend its terms and conditions at any time, at its sole discretion. If there are any changes made in the terms and conditions, the same shall be notified to you by posting an announcement on the site so that you are aware of the changes. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis.