

TERMS & CONDITIONS

We're pulling out all the stops to protect your business interest at all times.

This page states the Terms and Conditions under which you (Visitor) may visit this Web site [http: www.airpay.co.in](http://www.airpay.co.in) (hereinafter referred to as 'Website'. Please read this page carefully. If you do not accept the Terms and Conditions stated here, we would request you to exit the Website. Airpay, any of its business divisions and / or its subsidiaries, associate companies (in India or abroad) reserve their respective rights to revise these Terms and Conditions at any time by updating this post. You should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all Visitors of this Website. The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. In using this Website or the Services by AIRPAY, you are deemed to have read and agreed to the following Terms and Conditions.

The following definitions apply to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

"Client", "You" and "Your" refers to you, the person accessing this website i.e. the Visitor.

- **DEFINITIONS:**AIRPAY refers to 'Airpay Payment Services Private Limited', a company incorporated under the provisions of Companies Act, 1956 having its registered office at 104, Sir Vithaldas Chambers, 16, Mumbai Samachar Marg, Fort,Mumbai-400023, Maharashtra, India, and includes its successors and assigns. AIRPAY owns and manages the Website [http: www.airpay.co.in](http://www.airpay.co.in).
- **'Service'**refers to the Payment Service and other services that may be offered by AIRPAY on this Website under this TERMS OF USE.
- **MERCHANT**refers to the person or entity with whom AIRPAY has valid agreement for participation in the Service offered on this Website by Airpay.
- **Customer**refers to the person or entity who have made payment to the Merchant using Airpay's Payment Services.
- **Payment Account**refers to any valid account / card of the Customer, including the bank accounts / card maintained and other payment instruments with any bank or financial instituion, from which the Customer has made payment to the Merchant, in consideration of goods and services purchased by the Customer.
- **Payment Instruction**refers to instruction given by the Customer using the Service for effecting payments to Merchant.
- **Business Day**means Monday through Friday, excluding Banking holidays.
- **Due Date**refers to the date by which the Merchant should receive the payment of the bill.
- **Payment Date**refers to the date the Merchant actually receive the payment of the bill after due processing of the Payment Instruction set up by a Customer.
- **Pay On Date or Scheduled Date**refers to the date for which the Customer has scheduled the Payment Instruction(s) and also represents the last date before which the Customer can choose to cancel/modify his/her Payment Instruction(s).
- **COMMUNICATIONS:**
You accept that AIRPAY shall be corresponding with you in an electronic mode and for which you have already consented by accessing this Website. Communication from AIRPAY shall be by means of an e-mail or by posting any notices on this Website. You agree and accept that all agreements, disclosures and any other communications that we shall provide you, satisfy all the legal requirements under the relevant statutes in India.
- **YOUR ACCOUNT, USERNAME AND PASSWORD:**
AIRPAY does not warrant any safety or safeguarding of your account, username or password that you as a visitor has chosen; nonetheless AIRPAY shall take adequate precautions to prevent unauthorized accessors from accessing this site.
- **ELIGIBLE CUSTOMERS**
In order to access and use the Service you must be an individual of at least 18 years of age who can enter into legally binding contracts under applicable law or a corporation, trust, association of persons or firm which can enter into legally binding contracts under applicable law. In case of a corporation, trust, association of persons or a firm, you must

be authorised to agree to the TERMS OF USE and to access, use and avail of the Service. If you do not qualify, you shall not access or use the Service.

If you are not a Resident Indian, you may access, use and avail of the Service only to the extent that the laws of India and those of your country permit you to do so. Further, your use of the Service is based on the understanding and agreement that by accessing and using the Service, you may be violating the local laws in India and/or your country. You agree that you will be solely and absolutely liable for any liability incurred by you in this regard and you will indemnify AIRPAY against any liability incurred by AIRPAY in this regard.

- **Merchant REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you agree to:

(a) provide true, accurate, current and complete information about yourself ("Registration Data"), your Payment accounts and Payment Instruction(s) ("Payment Data"), Merchant & payee details ("Authentication Data") and

(b) maintain and promptly update the Registration Data, Payment Data and Authentication Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Airpay has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Airpay has the right to suspend or terminate your account and refuse any and all current or future use of the Service provided on this website (or any portion thereof).

If you do not provide AIRPAY with accurate, complete and updated registration information, you are not authorized to use the service and your account may be terminated immediately. You further agree that, in providing such registration information, you will not knowingly or otherwise omit or misrepresent any material facts or information and that you will promptly enter correct and/or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize AIRPAY to verify your Registration Data as may be required for your use of and access to the Service offered on this Website, as applicable

- **Merchant ACCOUNT, PASSWORD, AND SECURITY**

To open an account, you must complete the registration process by providing us with your Registration Data You are responsible for maintaining the confidentiality of the Registration Data, Payment Data and Authentication Data, and are fully responsible and liable for all activities that occur under your password or account or Secret Key.

You agree to:

(a) immediately notify AIRPAY of any unauthorized use of your password or account or Secret Key or any other breach of security, and

(b) ensure that you exit / log-out from your account after every time you use the Website. Any transaction or activity pursuant to use of your account or password shall be deemed to be your transaction or activity and Airpay shall have no obligation to verify the authenticity of any such transaction or activity. Airpay does not assume any responsibility and cannot and will not be liable for any loss or damage arising from your negligence or failure to exit or log-out your account.

If you forget your password, you can request for a new password. On AIRPAY being satisfied of your identity (which satisfaction shall be entirely at the discretion of AIRPAY), AIRPAY shall communicate a new password to you at the e-mail address registered by you with AIRPAY. You shall be responsible for continuing to maintain this e-mail address. AIRPAY shall not be liable if it declines to furnish the password by reason of it not being satisfied as to your identity.

For your security reasons you have to change this new password as soon as it is received by you, and until then this password shall be deemed to be your password and you will be responsible and liable for all transactions or activities pursuant thereto. Upon generation of the new password, AIRPAY shall discontinue the use of the old password. However, you shall be responsible and liable for all transactions that are carried out by the use of the old password, till the time of discontinuation of the old password.

Notwithstanding anything stated elsewhere in the TERMS OF USE, and despite correct use of your Merchant account and password, AIRPAY shall be entitled in its sole discretion

(but shall not be bound) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as AIRPAY may deem fit.

- **USE**

You are not allowed to modify, copy, distribute, transmit, display, reproduce, publish, license, sell or transfer any information contained in this site. Use does not mean usage of your username and password by person other than you whether knowingly or negligently. In case of use of your username and password by person other than you and which comes to the knowledge of AIRPAY, AIRPAY expressly reserves the right to terminate your use without assigning any reason and which shall be binding upon you. You may not access this Website and operate on any false e-mail id for the purpose of gaining access into this Website for your personal use.

- **Security Rules**

You are prohibited from violating or attempting to violate the security of the Web site, including, without limitation, (1) accessing data not intended for such visitor or logging into a server or account which the visitor is not authorised to access, (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (3) attempting to interfere with service to any visitor, host or network, including, without limitation, via means of submitting a virus or "Trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or (4) sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. AIRPAY and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting visitors who are involved in such violations.

- **General Rules**

You shall not use this Website in order to transmit, distribute, store or destroy material (a) that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity of other personal rights of others, or (c) that is libelous, defamatory, pornographic, profane, obscene, threatening, abusive or hateful.

- **Links to/from other Web Sites**

This Website contains links to other third party websites. These links are provided solely as a convenience to you. Wherever such link/s may lead to sites which do not belong to AIRPAY, AIRPAY is not responsible for the content of linked sites and does not make any representations regarding the correctness or accuracy of the content on such third party websites. If you decide to access such linked third party websites, you do so at your own risk.

Similarly, this Website can be made accessible through a link created by other third party websites. Access to this Website through such link/s shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other third party websites or their aim or purpose in establishing such link/s to this Website are necessarily the same or similar to the idea, concept, aim or purpose of this Website or that such links have been authorised by AIRPAY. We are not responsible for any representation/s of such other third party websites while affording such link and no liability can arise upon AIRPAY consequent to such representation, its correctness or accuracy. In the event that any link/s afforded by any third party website/s derogatory in nature to the objectives, aims, purposes, ideas and concepts of this Website is utilised to visit this Website and such event is brought to the notice or is within the knowledge of AIRPAY, civil or criminal remedies as may be appropriate shall be invoked.

You shall not create a link to any page of this Website without our prior written consent. If you do create a link to a page of this Website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this Website by linking to it.

- **CONFIGURATIONS AND MINIMUM ESSENTIALS:**

AIRPAY does not expressly recommend any particular software, operating system, application to use and access this Website. If for any particular reason, the Website does not open or is unable to be displayed in full in the Visitor's computer, then AIRPAY shall

not be held liable for any act, omission or commission that may occur because of the same. It shall be your responsibility and liability to keep your computer in consonance with the latest standards so as to access this site; though latest standards cannot be defined or categorized.

- **INTELLECTUAL PROPERTY RIGHTS:**

All the Content displayed on this Website is the sole propriety and is in the exclusive right, title and ownership of AIRPAY. The copyright existing in the content on the Website as well as the Website itself is and shall always remain in the sole custody, possession, control and ownership of AIRPAY. Copyright for this purpose includes registered as well as non-registered copyright. Trade mark and domain name with of this Website also vests with AIRPAY. All the marks, logos, designs used in this Website are and shall always remain with AIRPAY. Trade marks that have been put for registration and non registered trade marks shall also be the sole propriety of AIRPAY. Any intellectual property rights arising as a result of makeover of any content provided by any Visitor, then intellectual property arising because of such makeover shall also vest with AIRPAY. The Visitor to this Website grants a royalty free, exclusive and transferable right to AIRPAY with respect of the content posted by him/her.

- **CONTESTS AND REWARDS:**

AIRPAY may organise various contests / promotions for the Visitors of this Website. The Visitor participating in the contest / promotion offers might stand change to win the contest or avail the offer. As per the terms of respective contest or promotion, AIRPAY may give Prizes to the Winners of contest or promotion. AIRPAY reserves the right in its own discretion to select the winner or Visitor eligible to be awarded and which decision shall be full, final and binding on the participants. The award or offer given away by AIRPAY is not transferable and neither can be converted in cash. The Visitor will be notified by AIRPAY and only the participating visitor (himself / herself) shall be eligible to claim the same from AIRPAY.

The award or offer will be non-transferable, non-negotiable, subject to availability and there will be no cash alternative. AIRPAY reserves the right to substitute awards or offers of equal or greater value, at any time.

Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of the Prizes, shall be solely borne by the Winner for the respective Prize won.

- **VISITOR'S PRIVACY**

It is Airpay' policy to respect the privacy of Visitors of this Website. Airpay may edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission when Airpay has a good faith belief that such action is necessary to: (1) confirm to legal requirements or comply with legal process; (2) protect and defend the rights or property of Airpay; (3) enforce the TERMS OF USE; or (4) act to protect the interests of its visitors or others. Airpay does provide certain visitor's information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account. You agree that Airpay may access your account information, including its contents, as stated above or to respond to service or technical issues.

- **CUSTOMER'S PAYMENT INSTRUCTIONS**

Customer's Payment Instruction(s) will be effected only after proper authentication in accordance with the prescribed procedure of Service.

The Payment Instruction(s) shall be processed in the manner as may be selected by customer while making the payment using airpay payment services.

It shall solely be your responsibility to make the payment of your purchase on the merchant website before due date. Airpay assumes no responsibility and shall incur no liability if it is unable to effect any Payment Instruction(s) on the Payment owing to any one or more of the following circumstances:

1. If the Payment Details provided by you is/are incomplete, inaccurate, invalid or delayed.
2. If the Customer's Account / Card / financial instrument has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)

3. If the funds available in the customer's Account / Card / financial instrument are under any encumbrance or charge by the bank or financial institution.
4. If your Bank or financial institution refuses or delays honoring the Payment Instruction(s).
5. Circumstances beyond the control of Airpay (including, but not limited to, fire, flood, earthquakes, natural disasters, bank strikes, power failures, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force).

In case the payment is effected or successful, CUSTOMER will be intimated about the successful payment by an e-mail message sent to the email account specified by customer in that regard. Airpay assumes no responsibility beyond that of sending the intimation to you in this regard.

- **MODIFICATION OR CANCELLATION OF PAYMENT INSTRUCTIONS**

Customer shall be entitled to cancel or modify the Payment or Payment Details respectively, in the manner specified on the Website, so however that such modification or cancellation is made by Customer specified in that regard. When customer place a request to cancel or modify the Payment, such instruction or transaction will only be cancelled if your request for cancellation is received and acted upon by before the processing of the transaction has been initiated from merchant's website

- **CHARGES/FEES**

In order to use the Service, you may need to use third party services, either directly or indirectly. You will be liable to pay any service fees associated with such access. In addition, you must have all equipment necessary to make such connection to airpay, including a computer and modem or other access device.

In respect of the Services rendered to you, Airpay reserves the right to charge and recover from you certain charges/fees by debiting the Payment Account or by sending a bill to you for the amount of charges /fees. The charges / fees will vary based on the Payment Instructions or Payment Account and various charges required by the Law of the Land. You will be liable to pay these charges/fees by the date specified in that regard. Failure to pay such charges/fees on or before the specified date will render you liable for payment of interest at such rate as may be stipulated by Airpay and/or withdrawal of the Service without any liability to Airpay.

- **DISCLAIMER**

AS PROVIDED ABOVE, ALL INFORMATION, TECHNOLOGY AND SERVICE PROVIDED SHALL, AT ALL TIMES, BE ON A "AS IS" AND "AS AVAILABLE" BASIS AND AIRPAY HEREBY STATES THAT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE WEBSITE OR ITS OPERATION IS NOT UNDERTAKEN BY AIRPAY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIRPAY DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. AIRPAY MAKES NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THE WEBSITE SHALL BE UNINTERRUPTED, TIMELY, SECURE, freedom from computer virus OR ERROR FREE. AIRPAY DOES NOT WARRANT OR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF ITS COMPATIBILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS AND USE OF THE SERVICE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. ALTHOUGH AIRPAY ADOPTS SECURITY MEASURES IT CONSIDERS APPROPRIATE FOR THE OFFER OF THIS SERVICE, IT DOES NOT ASSURE OR GUARANTEE THAT NO PERSON WILL OVERCOME OR SUBVERT THE SECURITY MEASURES AND GAIN UNAUTHORISED ACCESS TO THE SERVICE OR ANY CUSTOMER'S ACCOUNTS. AIRPAY SHALL NOT BE RESPONSIBLE OR LIABLE IF ANY UNAUTHORISED PERSON

HACKS INTO OR GAINS ACCESS TO THE SERVICE OR TO YOUR ACCOUNTS; AND YOU SHALL BE LIABLE AND RESPONSIBLE FOR THE SAME.

THIS DISCLAIMER OF LIABILITY APPLIES ALSO TO ANY INJURY OR DAMAGE CAUSED BY ANY FAILURE OF PERFORMANCE, DELAY IN PROCESSING OR TRANSMISSION, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

AIRPAY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED, OR NOT SENT OR NOT RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. YOU SPECIFICALLY AGREE THAT AIRPAY IS NOT RESPONSIBLE FOR ANY CONTENT, DATA, INFORMATION SENT USING AND/OR INCLUDED IN THE SERVICE BY ANY THIRD PART.

- **LIMITATION OF LIABILITY**

IN NO EVENT SHALL AIRPAY OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR (i) THE USE OF OR INABILITY TO USE ANY SERVICE;; (II) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE; WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AIRPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT POSSIBLE, THE DISCLAIMERS, LIMITATIONS ON LIABILITY AND INDEMNITIES AVAILABLE TO AIRPAY UNDER THE TERMS OF USE SHALL EXTEND, MUTATIS MUTANDIS, TO THE AFFILIATES AND PARTNERS OF AIRPAY AND THEIR RESPECTIVE DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, INVOLVED IN PROVIDING, DELIVERING OR MANAGING THE SERVICE (OR ANY PART THEREOF).

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ITS RELATED WEB SITES.

- **INDEMNIFICATION**

You hereby agree to indemnify and hold AIRPAY , its agents, contractors, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, Partners and employees, harmless from any loss suffered by AIRPAY as a result of a breach of the terms and conditions of this agreement by you and from any claim brought by third parties alleging that use of the Service by you or under your account has infringed any intellectual property or other right of any kind, or any applicable laws or regulation. You shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against AIRPAY arising from such claims, and shall provide AIRPAY with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

- **WAIVER :**

No failure or delay by AIRPAY in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

- **NON-TRANSFERABILITY**

You agree that the Service provided to you is not transferable under any circumstance and shall be used only by you. You further acknowledge, agree and confirm that AIRPAY shall have the right to transfer, assign or sell all its rights under this TERMS OF USE, and that the Mandate given by you in favour of AIRPAY shall continue to be in force and enure for the benefit of the successors and assigns of AIRPAY

- **SEVERABILITY**

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

- **NOTICES, TRANSACTION RECORDS AND ELECTRONIC DISCLOSURES**

Notices to you may be made via either email or by delivery by hand /regular mail to the address provided by you. AIRPAY may be required to provide to you certain disclosures and notices, which are mandated by various laws and rules and transaction related notifications such as receipt of bill details, payment advices, payment return advices etc. You acknowledge and agree to receive all such disclosures and notifications electronically, which, in most cases, will be done through the Internet. If, for any reason, you do not wish to receive the disclosures electronically, you must advise AIRPAY immediately. In such an event, AIRPAY reserves the right to discontinue/terminate the provision of the Service to you, in whole or in part.

You acknowledge that Airpay shall have no liability or obligation to keep a record of the transactions carried through the Service and/or to provide information to you or for verifying your Payment Instructions, other than records required to be kept or information required to be provided statutorily by Airpay.

You acknowledge that Airpay does not pre-screen the data presented by Payees(s), but that Airpay shall have the right (but not the obligation) in its sole discretion to refuse or curtail any content/data that is available via the Service. Without limiting the foregoing, Airpay shall have the right to remove any content/data that violates the TERMS OF USE or is otherwise in violation of any contract entered into by Airpay. You agree that you must evaluate, and bear all risks associated with, the use of any content/data, including any reliance on the accuracy, completeness, or usefulness of such content/data.

- **GOVERNING LAW**

The laws of India govern these terms and conditions. In case of any dispute, the dispute shall be settled by Arbitration as per the provisions of Arbitration and Conciliation Act, 1996. Subject to Arbitration, the courts of Mumbai shall have exclusive jurisdiction.

Airpay accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that you are in a country other than India accesses the Service does not imply that the laws of that country govern these terms and conditions or the use of the Service.