Merchant Terms & Conditions

- 1. The Offer is open to the Eligible Users only, as defined above.
- 2. The Offer will be held during the period from 1st April, 2017 to 30th September, 2017 (both dates included) (the "Offer Period") or until such time as the maximum limit of Qualifying Transactions is not reached. Notwithstanding the above, the Offer may be discontinued or amended at any time, without prior notice.
- 3. The Offer is valid for 30,000 number of Qualifying Transactions. Once the limit of Qualifying Transactions is reached, no further cash backs will be provided and the Offer will be withdrawn, even if the Offer period is still valid.
- 4. The Offer shall be over and above any usual discounts that may be provided by MGL during the Offer period.
- 5. The Offer shall be applicable only for bill payments above Rs. 200.00 made in full i.e. the amount mentioned in the bills generated by the MGL.
- 6. For the avoidance of doubt, while Visa in conjunction with TranServ has facilitated this Offer for the benefit of Eligible Users, MGL is the sole provider of all goods and/or services. Accordingly, the Eligible User understands, acknowledges and agrees that the procurement by him/her of any goods and/or services shall constitute a contract solely between MGL and him/her, and Visa is not, nor will become, a party thereto.
- 7. By utilizing or attempting to utilize any of the goods and services, the Eligible User understands, acknowledges and agrees that:
- Any claim, complaint or dispute of any nature arising out of or in relation to the procurement, or attempted procurement by the Eligible User of any goods and/or services (each a "Claim") shall be settled by the Eligible User directly with MGL, and the Eligible User shall not make any Claim against Visa and/or TranServ.
- Without prejudice to the foregoing, and to the fullest extent permitted by law, Visa and/or TranServ shall not be liable to any person for any loss, damage, expenses or claim (whether direct or indirect) in relation to any personal injury, death, false representation, damage or omission arising from or in connection with the usage or attempted usage of the goods and/or services.
- MGL or Visa shall not be liable to any person or Eligible Users in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of or otherwise, howsoever from any refusal or failure on the part of Udio to provide or honour the Cash Back Offer, or benefits or privileges given under the Offer, for any reason whatsoever.
- Eligible Users shall contact Udio at the following email address ping@udio.in for redressal in the event of any claim or non-receipt of Cash Back Offer, or benefits or privileges under this Offer.
- Eligible Users are not bound in any manner to participate in this Offer. Any participation by the Eligible User shall be voluntary.

- Udio shall be liable to the Eligible User (customer/subscriber) to the extent of the cash back offered to him/her within the agreed timeline.
- 8. The Offer is purely promotional in nature and the Offer may be discontinued or altered at any time, whether prior to or during the Offer period, without prior notice. However, Eligible Users shall receive INR 50 cashback prior to the day of withdrawal.
- 9. In addition to the above, the regular terms and conditions of the respective mobile applications used for transaction shall also be applicable unless otherwise stated above. TranServ's decision of computation, cancellation, forfeiture, credit, debit and blocking of accounts shall be final, conclusive and binding on the User.
- 10. Any disputes arising out of this Offer shall be subject to the exclusive jurisdiction of competent courts in the city of Mumbai (India) irrespective of whether Courts in other areas have concurrent jurisdiction.
- 11. In the event that the Offer, these terms and conditions, or any part thereof is prohibited or restricted under applicable law, the Offer and/or the terms and conditions (as the case may be) may be modified to the extent required to comply with the law.
- 12. Information about the Offer is correct at the time of publication. Eligible Users can refer to the latest set of Terms and Conditions as available on MGL's/Udio's Website.