

Terms and Conditions

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PLEASE READ CAREFULLY THESE TERMS & CONDITIONS BY PROVIDING YOUR CONSENT AND/OR USING THIS PLATFORM YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS OF USE.

INTRODUCTION

1. Company is inter alia engaged in the business of providing digital /technological financial solutions and various services to its customers in India through the Platform (as defined below) either directly or through its business partners including but not limited to Retail Partners/Distributor/Master Distributor/White Label partner or other partner (as defined below). The services include access to digital financial services provided by various service providers, goods or products (including Company developed products and services and third-party goods), financial services provided by financial institutions and non-financial products and services ("Company Services")
2. You understand, agree and acknowledge that your engagement as the Retail Partner/ Distributor/Master Distributor/White Label partner or other partner and the use of this Platform, Website and/or Company Services including all information, tools and services available from this Platform is conditioned upon the successful completion of Verification Process and Your acceptance of all terms, conditions, policies and notices stated here, the terms whereof are subject to change at any time without prior notice to You. Any new features or tools which are added to the current Platform shall also be subject to this Agreement. To ensure that You are aware of the changes, please review this Agreement and all the documents referred to hereunder periodically.

SYSTEM REQUIREMENTS

1. In order to access the Portal and provide the Services, You are required to have an internet compatible and internet enabled desktop/laptop and/or mobile device.
2. It is Your responsibility to ensure Your mobile device/desktop/laptop meets all the necessary technical specifications to enable You to access the Portal and provide the Services.

YOUR OBLIGATIONS

A. Following Obligations shall apply to You, generally in respect of all the Services.

(a) General in nature

1. You shall at all times comply with instructions, directions, guidelines and policies issued by KTSCLICK, from time to time relating to the performance of Your obligations as Ktsclick Agent/Merchant/Retail Partner/ Distributor/Master Distributor/White Label Partner or any other Partner under these Terms. You shall also, at all times comply with the provisions of, and maintain and preserve all records, registers, books and papers and information which shall be available for inspection and audit along with supply of extracts thereof, as and when required either by KTSCLICK or RBI or Bank or National Payment Corporation of India or Service Provider or other competent statutory authorities.
2. You agree and acknowledge that the access and use of the KTSCLICK portal by You is voluntary and of Your own accord and Your access and use of the portal shall be subject to the Applicable Laws (as defined).
3. You shall be responsible in resolving the complaints/disputes from the Customers and third parties against You arising on any account whatsoever. You acknowledge that KTSCLICK shall not be liable and responsible in any manner whatsoever for any complaints/ disputes or issue arising between You and the Customer and third parties.
4. You undertake that You shall at Your own risk and cost keep and maintain your retail outlet in proper manner for rendering of the Services to the Customers.
5. You shall not indulge in or promote any unlawful, illicit or illegal activity or purposes while providing the Services.
6. The terms and conditions specific to a particular Service(s) shall be applicable on You and KTSCLICK when You opt for such Service(s).
7. You acknowledge that in respect of certain Services, You shall not be entitled to deal in them unless Your account has been approved by the respective Service Providers (as defined).
8. You acknowledge that KTSCLICK officials shall have the right to undertake a visit on Your outlet or shop location on any day to satisfy itself about the authenticity and credibility of the information provided by You during or before your enrolment as an Agent/Merchant/Retailer with KTSCLICK or in connection with performance of any obligations by You under these Terms.
9. You shall ensure that You shall carry out all due identification and verifications of the Customer and comply with all Know Your Customer (KYC) requirements, as may be required by the Applicable Law and as per policies as communicated by KTSCLICK from time to time, before initiating any Transactions as requested by the Customer.
10. Company may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to Retail Partner and designated employees of Retail Partner including without limitation the provision of brochures, pamphlets, charts, banner, signboards, signage and other materials for the purposes of advertisement, promotion and marketing Company Services. Any materials supplied by Company shall be utilized solely in relation to the provision of Services and Retail Partner shall ensure that such materials are not utilized for any other purpose.
11. By accepting portal access, you agree to perform transactions on regular basis through the portal. If your portal remains inactive or if it is found that no transaction is made from your ID/Ktsclick account for over 6 (six) months, KTSCLICK reserves the right to deactivate your portal temporarily/permanently with or without prior notice.
12. In case of change of any details pertaining to your business and engagement with KTSCLICK as an Agent/Merchant/Retailer or changes in the contact details like Mobile no./Email id/registered address/ Shop Location change, You shall inform KTSCLICK of the same promptly in writing or by email, providing full details of such changes.
13. You hereby agree and permit KTSCLICK and/ or Bank to use Your personal information (including sensitive personal data) and to share the same with any government/ statutory/regulatory/law enforcement authorities/ agencies and payment networks, for monitoring and/or reporting purposes.
14. You shall not cede or assign any of Your rights or obligations under the Terms without the prior written consent of KTSCLICK.
15. You shall not take any additional fee directly from Customer on behalf of KTSCLICK.
16. You hereby agree to abide by all the terms, conditions, privacy policy, cancellation & refund policy, and obligations as mentioned anywhere else on the Website/Portal, which shall be considered as incorporated herein by way of reference and that they shall be binding on you without any contest or demur.
17. You hereby acknowledge and agree that the Terms may be amended by KTSCLICK in its sole discretion, and such amendment shall be binding upon you from the date of publishing of the same on the Website/Portal. You shall not be entitled to challenge the discretion of KTSCLICK at any point in time in any forum.
18. KTSCLICK may or may not inform You about changes in these Terms. You hereby agree that You shall check the Terms regularly to keep yourself updated on the said changes.
19. Commission rates for services/products are dynamic and subject to change at any time, increasing or decreasing based on various factors, including service provider changes. KTSCLICK reserves the right to modify commission rates without prior notice.

(b) Advertising and Representation as an Agent/Merchant/Retail Partner of KTSCLICK

1. You shall always ensure to intimate the Customers that the Services are being provided under the brand "KTSCLICK" which is owned and powered by KTSCLICK E-SOLUTION PRIVATE LIMITED.
2. You shall not make use of KTSCLICK's logo/mark on any slips/receipts, visiting cards, letter heads etc. without written approval/consent of KTSCLICK.
3. You undertake that You shall not do anything that damages the name, goodwill and reputation of KTSCLICK, its subsidiaries, clients, suppliers and affiliates and shall protect and enhance the name, goodwill and reputation of KTSCLICK during the course of the fulfillment of Your obligations under these Terms.

(c) Technology-related Obligations

1. You agree to maintain the strict secrecy and confidentiality of log-in credentials provided to You and You shall not disclose the same to any third party. You agree that You shall be solely responsible for any unauthorized use or disclosure of Your user-id and password and KTSCLICK shall not be liable in any manner whatsoever for any losses, claims, liabilities arising out of or in connection with such use and/or disclosure.
2. You shall ensure availability of the required infrastructure, system, hardware, software, network, scanners and other devices, as required for the provisioning of the Services at Your outlet.
3. You shall promptly notify KTSCLICK, in the event there is an error in the Your connection with KTSCLICK or You are unable to process the Transactions for any other reason whatsoever.
4. You acknowledge that in the event of instability of KTSCLICK's system or an emergency, KTSCLICK may, upon written notice to You, temporarily suspend the access to the Service and Portal.

(d) Transaction related obligations

1. Float Amount: You shall at all times maintain with KTSCLICK wallet, such minimum amount as directed by the KTSCLICK ("Float Amount") towards the access of Services. This Float Amount shall be replenished from time to time by You in order to maintain the minimum amount of Rs. 100 as specified above. Maintenance of such Float Amount is the essential condition for completion of any transaction through KTSCLICK portal. You agree that the Transaction Amount payable by You shall not exceed the Float Amount at any point of time in any circumstances.
2. Funds deposited in your KTSCLICK wallet (e-limit) are non-transferable and wallet balance cannot be redeemed or transferred to bank account (except in case of using DMT services) or any other digital wallet/account or any other individual or third party entities. These funds can only be utilized for KTSCLICK services.

B. Following Obligations shall apply to You, in respect of the specific Services, as outlined below:

(a) For AEPS & Aadhaar Pay Services:

1. You acknowledge and agree to comply with all the rules and regulations, and guidelines regarding AEPS & Aadhaar pay transaction time to time set by NPCI and RBI to access AEPS & Aadhaar Pay Services via KTSLCLICK portal.
2. You acknowledge that the access to AEPS & Aadhaar Pay services shall be subject to approval of the Bank. KTSLCLICK shall in no way be liable or responsible for any claims, losses and liabilities, by whatever name called, incurred by You in the event of Your on-boarding being denied/ rejected/not accepted by the Bank.
3. KTSLCLICK reserves the right to changes & implements in the settlement process of AEPS & Aadhaar Pay system if required, in compliance with NPCI & RBI Guidelines.
4. You shall under no circumstances adopt unethical Transaction practices, including but not limited to, doing transactions without a valid purchase in case of Aadhaar Pay.
5. You acknowledge that the services under these Terms are on 'as is' basis and it shall not hold KTSLCLICK liable for any deficiency of services as being availed by it. You further acknowledge that the scope of services may be changed by KTSLCLICK and/or the Bank, at any point of time during the term of Your engagement with KTSLCLICK.
6. For the purpose of Your on-boarding in AEPS or any other banking Service, You shall provide to KTSLCLICK all documents evidencing Your identity and address and nature of business activities, including without limited, Proof of Identity, Proof of Address, Constitutional Documents (for Non Individuals), Tax Identification Number, Bank Account Details (Cancelled Cheque / Bank Letter) as directed by KTSLCLICK from time to time.
7. You will be solely responsible for all risks and liability arising out of Transactions, including but not limited to payment instructions, Chargeback and any fraud with regards to Your business.
8. You agree that any charges accepted by You, which proves to be uncollectable, and which was incurred in any of the following circumstances shall be exclusively Your financial responsibility. You agree to the non-payment of such charges or the Chargeback of such uncollectable charges (as the case may be) by Bank/KTSLCLICK, without any demur or protest:
 - a. Any transaction which is not a valid transaction.
 - b. Any charge incurred involving the forgery of the Customer's biometric data or any other Aadhaar related information, and/ or where the Bank reasonably believes the transaction to be irregular and/ or fraudulent.
 - c. Any charge incurred which involves a Charge Slip which is incomplete or illegible as to the Customer's name, or any other Aadhaar related details of the Customer.
 - d. Any charges for merchandising or services in an amount in excess of the advertised price.
 - e. There is a violation of the terms and conditions in relation to a Transaction or any CSP operating instructions.
 - f. Change of "Business Activity"/ "Business Name"/ "Business Location" without informing to KTSLCLICK and acceptance of change by KTSLCLICK.
9. You hereby confirm and acknowledge that You have complied and shall comply with all Applicable Laws of the land, rules and further acknowledges that KTSLCLICK shall have no obligation to verify whether or not You have acted in accordance therewith.
9. You hereby agree and confirm that KTSLCLICK will be entitled to stipulate or amend at any time, and from time to time, operating rules relating to (i) the Transactions contemplated by these Terms; (ii) any services that may be rendered to You by KTSLCLICK; (iv) any other matter relating to use or Authorization of AEPS/ Aadhaar Pay services; or (v) any dealing with Customers. You hereby agree to comply, follow and abide by such CSP operating instructions as applicable from time to time as per Banks/RBI requirements.
10. You irrevocably agree, that all payment processing effected on the AEPS & Aadhaar Pay & or any other financial transaction transacted from your merchant ID shall be deemed to have been effected by You, Your authorized employees and / or agents. You shall not dispute claim or deny the payment processing for any reason.
11. You shall not capture any Aadhaar related information of the Customers except to the extent necessary for the purpose of the Transactions. Under no circumstance shall You store the Aadhaar related information of the Customers, or any other personal information of the Customers in any form.
12. The AEPS & Aadhaar Pay facility provided by Bank shall be used by You only for lawfully permitted activities and in line with the terms and conditions as per the Terms.
13. You shall reimburse KTSLCLICK in case of Chargebacks as received by KTSLCLICK from the Bank.
14. You hereby agree to pay the applicable fee/surcharges for the Aadhaar Pay facility.

(b) For IRCTC Agent ID & Online booking of railway e-tickets:

1. You are required to provide the correct address, unique mobile no, unique mail id, Pan no & mobile IMEI No. for the registration as RSP (Retail service provider) with IRCTC
2. To ensure timely registration and activation of your IRCTC Agent ID, you must fulfill all requirements and submit necessary documentation within a maximum period of 60 days from the final payment date. Failure to comply within this timeline may result in unsuccessful registration or cancellation of IRCTC activation process, regardless of later fulfillment of requirements. The company bears no liability for such outcomes and the paid amount will be forfeited.
3. You shall keep a sign board outside our shop or outlet that displays IRCTC service charges, agent service charges and payment gateway charges, and rules and regulations along with IRCTC's logo.
4. You shall not popularize Yourself as 'Authorized Railway Agents', but only as a IRCTC Authorized E-Ticketing Agents' in respect of services for online booking of railway e-tickets.
5. Mobile number of the customer or one of the passenger(s) while booking the ticket is mandatory.
6. You shall ensure that no modification/alteration/tampering of the Electronic Reservation Slip (ERS) is done.
7. You shall obtain a written request from the Customers before TDR cases are filed with the Railways.
8. For all Transactions where refunds are requested by the Customer, You refund the money as per cancellations rules to the customers immediately in all cases (within 3-5 days from the date of receipt from Service Provider)
9. No extra charges in any form whether for cancellation of the ticket or checking the availability status shall be collected from the Customers.
10. You shall not print Reservation Application Forms with IRCTC Logo on top.
11. **Renewal of IRCTC ID:** The Principal Service Provider (PSP) will send a written notification 30 days before your IRCTC ID expires. You'll have 15 days to either decline renewal or pay the yearly renewal fees. Successful payment renews your IRCTC ID for another year. If you fail to respond within 15 days, it'll be considered acceptance, and you'll be deemed to have agreed to renew your IRCTC ID. If you don't pay the renewal fees within the specified timeframe, the PSP will deduct the amount from your Security Amount. Failure to pay will result in deactivation of your IRCTC ID on the expiry date. You'll still have access to your IRCTC ID and services until the expiry date, even if you decline renewal.
12. During the Term of this Agreement and subject to the provisions of this Agreement, RSP hereby authorizes the PSP to: a) deduct the yearly renewal fees paid by the PSP to IRCTC on behalf of the RSP for the purpose of providing access to the IRCTC Services from the Security Amount maintained by the RSP with the PSP : b) deduct any penalty/fine imposed by IRCTC on the PSP, in case of any default and/or failure on the part of the RSP in complying with the guidelines issued by IRCTC in relation to performance of activities by the RSP while providing IRCTC Services, from the Security Amount maintained by the RSP with the PSP; (c) limit/block access to the IRCTC ID of the RSP in case of default and/or failure on the part of the RSP in complying with the guidelines issued by IRCTC in relation to performance of activities by the RSP while providing IRCTC Services or in case of any default in complying with the instructions given by the PSP from time to time.
13. RSP agrees and acknowledges that IRCTC and/or PSP shall have the right to permanently, suspend or terminate the IRCTC ID of the RSP in the event that the RSP fails to renew the IRCTC ID within aforesaid Period or before the expiry period.
14. You (RSP) acknowledge and agree that IRCTC and/or the Company(PSP) shall reserve the right to temporarily or permanently deactivate your IRCTC ID in the event that you does not access IRCTC services or you have not booked any ticket using IRCTC Agent ID for a period exceeding 6 (six) months.
15. RSP agrees and acknowledges that once the IRCTC ID is deactivated it cannot be reversed.

For more details you can check IRCTC Rules & Regulations for Agents: <https://contents.irctc.co.in/en/Rules%20&%20Regulations%20for%20the%20Agents.pdf>

(c) Terms & Conditions for Courier Franchise

Applicability: These conditions apply to the shipments booked through KTSLCLICK portal from and between specific locations within the territory of India by utilizing single or multimodal transport options. These conditions supersede any other terms or conditions, and agreement, oral or written. Rights and liabilities of KTSLCLICK & in its associated courier channel partner and the User are governed by the terms and conditions set out herein below.

Definitions:

“Delivery” means tendering of a consignment/shipment to a recipient or intimation about arrival of the consignment/shipment to a recipient at the destination.

“KTSLCLICK/We” means KTSLCLICK E –SOLUTION PRIVATE LIMITED or any of its associate courier channel partners or authorized representatives.

“User/You/Merchant” means any person or agent or their representative who using the KTSLCLICK portal for courier service.

“Parties” means and includes Sender & Recipient or their authorized representatives.

“Sender” means the person or organization booked a consignment/shipment through KTSLCLICK portal for delivery and “Recipient” means the person or an organization entitled to receive the consignment/shipment.

“Shipment” or “Consignment” refers to any document, parcel, or package booked through the KTSLCLICK portal, assigned an Order ID and Airway Bill Number by the User on behalf of Parties, regardless of quantity, value, or commodity type.

“Freight” means the transportation charges alone, and it excludes taxes and any specific charges applicable for any value added services.

“Declared value for carriage” or “Order value” shall mean the value assigned by the User on behalf of sender for the purposes of unrecoverable damage to or loss of shipment while the same is in the custody of assigned courier partner. “Declared value for Carriage” shall be applicable when the sender insures the goods externally and chooses “Owner Risk” and also when the consignment/shipment is opted to be covered under “Carrier Risk”.

1. By utilizing KTSCLICK courier services, the User confirms that the Consignment/Shipment has been prepared in accordance with the instructions of the Parties, and its contents accurately reflect their intentions, and its contents are binding on the Parties.
2. The Shipment booked via KTSCLICK portal strictly based on the information given by User/You on behalf of Parties at the time of booking. The Parties/User shall remain solely liable for any consequences arising out of any false or wrongful information or declaration.
3. The User on behalf of Parties shall provide complete address of sender and recipient along with valid contact numbers and correct Postal Index Number (PIN code). Any service failure arising out of any defect in such details shall be at the sole responsibility & risk of the User or Parties.
4. The User on behalf of Parties hereby agrees to pay all applicable freight and related charges, including but not limited to freight costs, fuel surcharges, taxes, duties, insurance premiums, customs clearance fees, storage fees, handling charges, and any other charges related to the shipment, and acknowledges that payment of such charges is their sole responsibility, with us reserving the right to deduct such amount from User wallet at the time of booking or afterwards.
5. In the event of any shipment being held up by any statutory authorities such as, but not limited to, Goods and Services Tax, Excise, Customs, Check-Post officials, etc., KTSCLICK shall not be responsible for any consequential losses or for refund of freight charges.
6. Packing and Labeling: The Sender is solely responsible for ensuring adequate packaging of the Consignment to withstand normal handling and transportation conditions. The User must verify that the packaging meets these requirements. KTSCLICK will not be responsible for any loss or damage due to inadequate or inappropriate packaging.
7. Perishable Articles: Any shipment containing perishable articles having shelf life of less than 7 days is not acceptable for courier/shipping. KTSCLICK shall not be liable for any loss or damage to any such shipment arising consequent to any delay in delivery.
8. Limited liability for Delay: In the event of any delay in delivery of a shipment, KTSCLICK shall not be liable for any consequential or indirect losses or damages, including but not limited to loss of income or profits or claims by the User/parties or any other entity affected because of a delay.
9. In the event of damage or loss or mis-delivery of a shipment, the maximum liability assumed by KTSCLICK on a Shipment is limited to Rs.100 or value of goods whichever is lower unless the sender declares a higher value as "declared value for carriage" and also pays the applicable Risk Surcharge thereof as "Carriers Risk" at the time of tendering the shipment.
10. Fragile/breakable articles such as TV Sets, articles made of glass or porcelain, glassware, and items of extra ordinary value such as crystals, paintings, antiques etc, and commodities which are perishable in nature shall not be covered under "Carrier Risk". KTSCLICK's liability shall be limited to a maximum of Rs. 100 while shipping such commodities.
11. The "Declared Value for Carriage" or Order Value must be less than or equal to the value of goods.
12. All claims in respect of loss or damage of shipment booked via KTSCLICK shall be made within a period of 3 business days from the date of delivery/lost of shipment marked on status. Any claim requests received after this period shall not be entertained. Similarly freight refund requests shall not be entertained beyond 3 days from the date of delivery/lost marked on status.
13. Freight Refund: The refund of freight shall not be entertained if a service failure is resulted from any Force Majeure conditions such as strikes, bandhs, elections, rains, floods, fire, accidents or other natural calamities and any other events such as sudden or planned road closures or traffic diversions during festivals, political rallies, religious processions etc or any other reasons beyond direct control of KTSCLICK or its courier channel partner. This also includes any routine or sudden inspections carried out by any authorities or tax recovery agencies such as but not limited to Excise, Customs, Sales Tax, municipalities or any other authorities competent to inspect goods or vehicles.
14. If the Parties do not take delivery of the shipment or it remains undelivered due to any reason such as wrong or incomplete address or refusal by recipient to receive the items or containing prohibited items or if the packaging of a shipment is damaged to the extent that repacking is not possible resulting in non delivery or the consignment is found as likely to cause damage to other goods or cause injury to individuals, then the User on behalf of Parties shall still be liable to pay freight charges and all other dues and charges to KTSCLICK.
15. Volumetric weight – Light weight bulky parcel is charged according to volumetric weight. To calculate the volumetric weight of any parcel, the following formula applies:- Length x Width x Height (cm) / 5000=Volumetric weight (Kgs)
16. KTSCLICK shall not provide any proof of delivery (POD) after 3 days from the date of delivery marked status on tracking details.
17. KTSCLICK provides domestic courier services exclusively within India's geographical boundaries. We do not support international shipping or deliveries outside India's borders through our platform. We will notify you if any future enhancements to our services, including potential international shipping capabilities.
18. We facilitate up to three delivery attempts for your order, subject to the selected courier partner's policies and Non-Delivery Report (NDR) reasons. Typically, most courier partners make three attempts before returning orders to origin, although some may mark RTO after the 1st attempt.
19. Commissions are exclusively paid out for products that are successfully picked up by consigned courier partners. Canceled shipments, or those not picked up, do not qualify for commission payouts.
20. Courier rates displayed on KTSCLICK portal provided by courier partners are subject to change time to time and vary depending on our partnered courier services. KTSCLICK does not assume liability for any discrepancies or fluctuations in rates.
21. In the event of a weight discrepancy reported by our courier partners, Seller/User may either accept the claim or reject and dispute it. Rejected disputes must be notified within five days, accompanied by requisite images of the disputed shipment (or demo parcel, if applicable), adhering to courier guidelines. We will subsequently raise a dispute on the seller's behalf, ensuring resolution within 5-6 days. Failure to respond within the stipulated timeframe may result in automatic acceptance of the courier's weight & authorizing KTSCLICK to debit differential applicable charges or excess amount from User wallet.
22. KTSCLICK facilitates dispute resolution for delivery issues. You can raise a delivery dispute by notify us by mail to care@ktsclickworld.com under following conditions: a) If the status of your shipment shows delivered/RTO delivered but you haven't received the shipment physically; b) If the received shipment is either damaged/incorrect/empty/incomplete; c) If the shipment is physically delivered but the status indicates otherwise
23. In case of any delivery dispute, You need to share the proof of your dispute which will be the images or videos of your shipment. We ask for proof in the form of an image in order to have concrete evidence to back up a delivery dispute in front of the courier. This allows us to accurately assess the situation and determine the appropriate resolution. Without an image, it can be difficult to accurately determine what occurred during the delivery process and make a fair decision. You will receive an update on your dispute within 10 -14 business days.
24. Our services are exclusively focused on providing courier and logistics solutions. We do not offer any delivery points or similar to that type of services or guarantee parcel/shipment provision. By opt our courier service, you acknowledge understanding of this service scope.
25. Shipping of certain items through KTSCLICK is strictly prohibited, and attempting to do so may result in prosecution, fines, or imprisonment. KTSCLICK disclaims liability for loss, damage, theft, or misappropriation of such items, which include, but are not limited to, the list of dangerous and prohibited products are: oil-based paint and thinners (flammable liquids), Industrial solvents, insecticides, garden chemicals (fertilizers, poisons), lithium batteries, magnetized materials, Machinery (chainsaws, outboard engines containing fuel or that have contained fuel), Fuel for camp stoves, lanterns, torches or heating laments, automobile batteries infectious substances, any compound, liquid or gas that has toxic characteristics, bleach, flammable substances classified as dangerous goods for transport by air, precious stones, gems and jewelry, uncrossed (bearer) drafts/cheque, currency and coins, poisons, firearms, explosives and military equipment, hazardous and radioactive material, foodstuff and liquor, any pornographic material & hazardous chemical items.

(d) For other B2B products

1. For pre-paid recharge services: KTSCLICK acts solely as a reseller of prepaid mobile recharge services, provided by telecommunications service providers (Telcos) or their distributors/aggregators. KTSCLICK does not provide mobile operator services, warrant, insure, or guarantee Telco services. Prepaid mobile recharge is sold without recourse against KTSCLICK for Telco breaches. Disputes regarding recharge quality, minutes, cost, expiration, or terms must be resolved directly between the customer and Telco. These terms apply to all prepaid recharge products on the KTSCLICK Platform. KTSCLICK shall not be liable for recharge partner failures.
2. For Bill payment service: You must provide true, accurate, current, and complete biller details. KTSCLICK shall not be liable for failed payment processing due to incomplete, inaccurate, or invalid biller data, insufficient funds, technical issues, payment gateway/banking network failures, or other circumstances beyond its control.

3. CHARGES AND PAYMENTS

1. Unless otherwise agreed in writing, You agree to give Non-refundable charge to KTSCLICK, as intimated by KTSCLICK for the purpose of provisioning of Services through the Portal. This charge will not be refundable in any circumstance and is a charge towards Services set-up and maintenance costs of KTSCLICK.
2. KTSCLICK may levy integration fee/ charges for integrating its systems with Your systems for enabling the provisioning of the Services. KTSCLICK may also charge fees from You like software or Portal up-gradation fee or any other fee to recover the cost of up-gradation/installation of software/Portal/any other equipment at Your end for the provisioning of the Services.
3. The charges and payments for the provisioning of the Services by You, as an Agent/Merchant/Retailer of KTSCLICK shall be as per details as prevailing on the date of Transactions as communicated via email or SMS or any other mode from time to time and in absence thereof, as specified on the Portal and the same will be subject to TDS and other taxes as per the laws applicable.

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Access to certain areas of the Site may only be available to registered members. To become a registered member, you may be required to answer certain questions. Answers to such questions may be mandatory and/or optional. You represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.

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1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others
2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information
3. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefore as may be required by law
4. Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer
5. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded
6. Falsify the origin or source of software or other material contained in a file that is uploaded
7. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.

User's Material

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These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Kolkata, West Bengal, India.

If any dispute arises between you and KTSCLICK during your use of the Site or thereafter in connection with and arising from your use or attempt to use this Site, the dispute shall be referred to arbitration. The place of arbitration shall be Kolkata. The arbitration proceedings shall be in the English language.

The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.