



## OVERVIEW

## TERMS OF SERVICE

This website and application is operated by AU MetalPay PVT LTD. Throughout the site, the terms “we”, “us” and “our” refer to AU MetalPay PVT LTD. AU MetalPay PVT LTD OR POCKETASSET offers this website and application, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are

the age of majority in your state or province of residence and you have TM given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website or mobile application. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## SECTION 6 - TERMS AND CONDITIONS OF SERVICE Placing an Order and Verification

Prior to placing an order, You may be required to provide know Your customer (KYC) documentations and other information as may be required by Pocketasset. According to the recent policy, transaction above Rs50,000 is required a basic KYC documentation. Any order above Rs 1, 50, 000 will require a PAN card.

Once such documentation and other information is provided by you to Pocketasset or the Distributor/Partner, You shall be entitled to place an order (or authorize the Distributor to place an order on Your behalf) on the Platform (“Customer Order”).

You agree that the continued use of the Platform, consequent upon the creation of the Customer Account, is subject to verification by Pocketasset and/or the Distributors/Partners (as the case may be), of the information and documentation provided by you. You hereby grant Pocketasset and/or

the Distributors/Partners (as the case may be) permission to conduct such verification, in such form and manner as it may deem fit.

### Purchase of Gold/Silver

- You can purchase gold/silver either directly on the app or through a Distributor/Partner using the Platform.
  
- In both cases, you can buy gold/silver at the market linked prices of gold shown on the platform. However, in case of gold/silver being purchased from a Distributor/Partner, you would be intimated of the prices through the Distributor/Partner. Market linked prices means that these quotes are linked to the prices of gold in the commercial bullion market(MCX) in India.
  
- It is hereby clarified that such market linked prices of gold shall constitute fully binding offers and would be an invitation to offer to purchase gold at the said market prices to all Customer Account holders. Notwithstanding the foregoing, you understand that these prices may vary multiple times within a day, and accordingly your payment obligations for any order placed on the app will depend on the market linked prices then prevailing.
  
- Simultaneous with the placing of the Customer Order, You will be required to make payments through a payment gateway or in such other manner as may be prescribed by Pocketasset or the Distributor/ Partner. It is hereby clarified that once a Customer Order is placed,

you are not entitled to cancel a Customer Order, provided however that Customer Order shall stand cancelled if the payment fails for any reason whatsoever.

- Instantly on the business day of the Customer Order being placed or such further period as may be required by Pocketasset, you shall be intimated of the Customer Order placed and Your gold/ silver account on Your dashboard shall be updated to reflect confirmed gold/silver balance (“Gold/Silver locker”). While the balance will reflect in your locker, it will be confirmed only after realization of the payment from you.

- Pocketasset reserves the right to cancel a Customer Order, at its sole discretion, if your information, provided prior to placing the Customer Order, is not found acceptable and Pocketasset is of the opinion that you are not eligible to purchase gold/silver.

Notwithstanding the foregoing, Pocketasset also has the right to freeze the Customer Account until it receives KYC and other documentation in a form and manner satisfactory to Pocketasset.

- Notwithstanding anything to the contrary contained in these Terms, Pocketasset shall be entitled to accept or reject a Customer, for any reason whatsoever, at its sole discretion.

- In case of rejection of a Customer Order in accordance with these Terms, where payments have been received by Pocketasset, such payments shall be returned to you to the bank account indicated by you or in such other manner (depending on how the payment was made), subject to the terms and conditions indicated in the Section titled ‘Pricing & Fee’.

## Vault Custodian

- By way of these Terms, you authorize Pocketasset to act on your behalf to ensure that your interests are adequately protected.
  
- Safe Keeping/Vaulting of Gold/Silver
  
- Gold/Silver purchased by you corresponding to the Customer Order shall be stored with a custodian(Pocketasset) in a vault on your behalf.
  
- You hereby authorize (i) appointment to safe keep the gold/silver purchased; and (ii) Pocketasset to store such gold/silver products purchased by you, including, but not limited to, bullion, coins or jewellery (as the case may be).
  
- To ensure that the Customer GoldSilver stored in such vault is adequately protected, necessary insurance policy/ies has been obtained by Pocketasset, where the cost of insurance to safe keep the same will be borne by Pocketasset. Pursuant to such insurance policy/ies, for any loss or damage to the Customer GoldSilver stored in the vault, you further authorize Pocketasset to act as your beneficiary under the insurance policy/ies and to take all steps necessary to protect Your interests.
  
- While Pocketasset has taken the necessary insurance policy/ies, in case of occurrence of an event not covered in such insurance policy/ies, the Customer GoldSilver may be at risk. The broad areas covered by such insurance policy/ies as well as the primary exclusions would

be detailed on the Website. It would be Your responsibility to view the Website to check the inclusions and exclusions under such insurance policy/ies.

## Delivery of Gold/Silver

- This App/Website and other parts of the Platform offer Services for Customers who wish to procure delivery of the Customer Gold/Silver in accordance with these Terms.
  
- You shall be entitled to procure delivery of your Gold/Silver, either directly on the App/Website or through a Distributor/Partner using the Platform (being authorized by you to do so on your behalf) (“Delivery Request”).
  
- Upon placing the Delivery Request, You shall be required to pay for the applicable delivery/ making charges and confirm the delivery request, in a form and manner acceptable to Pocketasset. Your Customer Gold/Silver Account shall be provisionally debited corresponding to the quantity of the Customer Gold/Silver sought to be delivered.
  
- Within a period of 5 (five) business days of the Delivery Request being confirmed or such further period as may be required by Pocketasset, Pocketasset shall arrange for delivery of the Delivered Customer Gold/Silver at the shipping address indicated by You. You shall be solely responsible for ensuring that the correct address is furnished by You on the Platform for processing such Delivery Request. You shall not be entitled to change the shipping address after the Delivery Request is processed by Pocketasset.

Notwithstanding the foregoing, You shall have the option to change the shipping address, before the Delivered Gold/Silver is actually shipped. In the event you wish to change the shipping address, log-in to your customer account on the platform and make such request in a form and manner indicated by Pocketasset and shall provide supporting documentation/information for the new address, as may be required by Pocketasset.

- You should carefully examine the package delivered and shall not accept deliveries where the packaging has been tampered with. If, however, You are of the view that the package delivered has been tampered with, You shall be required to intimate Pocketasset immediately of the same, and provide such other information as may be required by Pocketasset in this regard (“Return Request”). Within a period of 8 (eight) business days of Return Request being placed (with the original package of Delivered Gold/Silver being delivered to Pocketasset, in a manner indicated by Pocketasset), and the same being approved by Pocketasset, Pocketasset shall arrange for re-delivery of the Delivered Gold/Silver at the shipping address indicated by you. The costs for such shipping shall be borne by Pocketasset alone. However, in the event of frivolous and unjustified Return Requests made by you, Pocketasset reserves the right to take all action available to it, including black-listing or blocking you from using the Services on its Website or on any other part of the Platform.
- Upon receipt of the delivery confirmation by Pocketasset, the Customer Gold/Silver Account shall be finalized by debiting the Delivered Customer Gold/Silver from the Customer Gold/Silver Account.

- It shall be Your responsibility to ensure that You are available to receive the Delivered Customer Gold/Silver at the time of delivery.

- In case of Pocketasset inability to make deliveries of Delivered Customer Gold/Silver due to a Force Majeure Event, Pocketasset shall intimate You of the same and may require that the deliveries be effectuated through specific modes. In such a case, You hereby agree to bear any additional costs and fees necessary for the delivery to be complete.

- Pocketasset will not be able to deliver a fractional quantity of gold below such threshold as Pocketasset shall notify for this purpose even if a Customer Request is made for such fractional quantity (“Threshold Quantity”). You are advised to check the Website/App periodically to determine the Threshold Quantity as the same may be revised from time to time. In the event that any Customer Gold/Silver below the Threshold Quantity is to be delivered to you, then please note that such Customer Gold/Silver shall instead be sold by Pocketasset based on the sale prices displayed on the Platform and You will instead receive the applicable sale proceeds in Your bank account, details of which are provided by You. If there is any mistake in the account number provided by You, Pocketasset would not be held responsible for the same.

Sell the Customer Gold/Silver

- You may be provided an option to sell the Customer Gold/Silver during market hours based on the sale prices on the Platform, either directly on the App or through a Distributor using the Platform (being authorized by You to do so on Your behalf). If the prices are found acceptable to You, You shall confirm the sale request, in a form and manner acceptable to Pocketasset (“Sale Request”). Your

Customer Gold/Silver Account shall be debited corresponding to the quantity of the Customer Gold/Silver sought to be sold.

- Within a period of 4 (Four) business days of the Sale Request being confirmed or such further period as may be required by Pocketasset, the payment, pursuant to the Sale Request, shall be disbursed by Pocketasset at the sale prices indicated at the time of placing such Sale Request. Pocketasset shall arrange for such payments to be made to Your bank account, details of which are provided by You. If there is any mistake in the account number provided by You, Pocketasset would not be held responsible for the same.

- It is hereby clarified that Pocketasset will provide this service on a best efforts basis and only when the commercial bullion market is in operation. Pocketasset does not in any way guarantee that this option will be available to You at all times. Further, the buyer of the Sold Customer Gold/Silver may be either Pocketasset or another party (being interested in buying the Sold Customer Gold/ Silver). Pocketasset shall not be held liable for any actions of such third-party purchaser.

- You will be provided with free storage for your Customer Gold/Silver for such period as more particularly stipulated by Pocketasset in this regard from time to time at its sole discretion and notified to Customers in the Pricing and Fees section of the Platform (“Free Storage Period”). After the expiry of the Free Storage Period, Pocketasset shall be entitled to levy storage charges for such Customer Gold/Silver at such rate as Pocketasset shall have specified at its sole discretion in the Pricing and Fees section of the Platform from time to time. You are advised to periodically check the Pricing

and Fees section of the Platform to understand these storage charges and the time within which You would be required to make payment of such storage charges. In the event that You fail to make payment of any storage charges within the time stipulated in this regard, Pocketasset shall be entitled to sell such portion of Your holdings stored with Pocketasset that is necessary or required to recover the unpaid storage charges in question.

- While reasonable efforts will be made to offer You a competitive price for the Customer Gold/ Silver, there is no guarantee that the price offered to You will be close to or comparable with other prices available in the market.

Exchange for jewellery

- You may be provided an option to choose one of the standard pieces which are available against the Customer Gold/Silver sought to be exchanged for jewellery or gift vouchers with a jeweller selected by Pocketasset, either directly on the App or through a Distributor/Partner (being authorized by You to do so on Your behalf), details of which shall be intimated by Pocketasset to You. A making charge will be charged for the jewellery.

- You understand and agree that once You have placed an Exchange Request for exchanging your gold/silver with jewellery piece or gift voucher from an Empanelled Jeweller or Pocketasset, the delivery of such jewellery piece or gift voucher shall be in accordance with the delivery policies of such Empanelled Jeweller or Pocketasset.

- Upon the Empanelled Jeweller or Pocketasset confirming Your Exchange Request, the Customer Gold/Silver Account shall be

finalized by debiting the Exchanged Gold/Silver Account from the Customer Gold/Silver Account.

- Notwithstanding anything to the contrary contained in these Terms, Pocketasset shall be entitled to reject a Customer Request which is not in compliance with the Terms hereof, and shall intimate the reasons for the same.
  
- It is hereby clarified that the Website displays the articles that are available for shopping. Some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Pocketasset shall not be liable for any legal action on this account. It shall be the endeavour of Pocketasset to ensure that all details regarding the product are clearly displayed on the Platform.
  
- The prices quoted on the App/Website are fixed and not negotiable. The prices on the Platform are also subject to change without notice to You.

## **SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly

update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

## SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 9 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third- parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the thirdparty's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third- party products should be directed to the thirdparty.

## SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any

comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **SECTION 11 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy.

#### **SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have

submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as

is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall AU MetalPay PVT LTD, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of

any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless AU MetalPay PVT LTD and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 16 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of

Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/ or accordingly may deny you access to our Services (or any part thereof).

## SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## SECTION 19 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and jurisdiction of Delhi.

## SECTION 20 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates

and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 21 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [support@pocketasset.in](mailto:support@pocketasset.in).