

Terms of Use for International Orders

These terms of use govern any order placed by you online (“**YOU/ USER/CUSTOMER**”) for purchasing on a merchant’s website (the “**MERCHANT**”) wherein the credit/debit card is issued by a bank or entity outside India and may also entail cross-border delivery *ie.* delivery outside India (an “**International Order**”). **PayU Payments Private Limited (“PayU/ WE”)** facilitates these International Orders as per the terms and conditions provided below.

You need to be above the age of majority in the jurisdiction in which you reside or need approval of your parent or guardian to complete your purchase.

Your International Order is subject to: (1) these Terms of Use; (2) the [PayU Privacy Policy](#); and (3) any relevant terms and conditions imposed by the Merchant. By completing Your purchase, You confirm Your acceptance of the foregoing and that You have read and agree to be bound by all of these.

By placing an International Order on the Merchant’s website, You understand and agree that:

1. You are purchasing item(s) from, and providing your information to PayU directly or via the Merchant. PayU is entitled to verify and authenticate payment information provided by You including authenticated with the help of service providers, business partners or other third parties (“**Third Parties**”). PayU may also engage Third Parties for fraud prevention protocols and policies, and industry-standard verification systems/ risk engines, to reduce fraud and minimize chargeback risks. PayU and Third Parties may contact You and/or Your payment card issuer to confirm your identity and/or your intent to place the order. PayU may also obtain payment processing services through affiliates or third-party service providers who are required to comply with applicable privacy and data protection requirements.

2. To complete Your International Order, You will be providing personal information to PayU and You consent to Your personal information (including sensitive personal information) being collected, used, processed, disclosed and/or stored by PayU and Third Parties as may be required in order to process and complete your order and otherwise provide the services You have requested, in accordance with [PayU’s Privacy Policy](#). Further, you provide your explicit consent in favour of PayU and such Third Parties to process and store the information for internal development for improving services to reduce fraud rates and build risk models around the same. PayU accepts no liability or responsibility for the collection, use, processing, disclosure or storage of your personal information by the Merchant or any service provider engaged by the Merchant. The collection, use, processing, disclosure and/or storage of Your personal information by the Merchant or its service providers is governed by the Merchant’s privacy policy.

3. CURRENCY. You will be provided a list of payment methods and at the time of checkout. The actual purchase price of items in Your order may vary/ will be updated based on the currency chosen.

4. CHARGEBACKS, RETURNS. Chargebacks, refunds will be as per the terms of the respective Merchant contract/ policy. You may reach out to the Merchant for any concerns regarding Your order.

5.DISCLAIMER OF WARRANTIES. PayU provides its services in the limited capacity of a payment aggregator on an “as is” and “as available” basis. to the extent permitted by law, PayU makes no representations or warranties of any kind, express or implied, as to the products depicted on or ordered from the merchant’s website, the provision of PayU’s services, or the information or content displayed on or accessible via the merchant’s website including the checkout process. you expressly agree that your use of PayU’s services is at your sole risk.

6.LIMITATION OF LIABILITY. Neither PayU, nor its directors, employees, affiliates, third parties will be liable for any indirect, direct, special, consequential or incidental damages, including without limitation for any loss of data or profits, that may be incurred or result in connection with your use of (or inability to use) PayU’s services or products purchased through PayU, even if PayU has been advised of the possibility of such damages. In the event that PayU is found to be liable to you for any damage or loss connected with your use of PayU’s services or any products purchase through PayU, Payu’s aggregate liability shall not exceed INR 5000 (Rupees Five Thousand only).

7.COMPLIANCE WITH APPLICABLE LAWS. You shall be solely responsible for understanding and complying with any and all applicable laws relevant to You placing an International Order, and You certify that any products purchased by You through an International Order will not be exported, sold, or transferred in violation of any applicable laws. By placing an International Order You certify that the import of the products You have ordered to the country of the shipping address You have provided does not violate any laws or regulations of that country.

8.GOVERNING LAW AND JURISDICTION. You agree that any legal action or proceedings arising out of these Terms of Use or in connection with these Terms of Use may be brought EXCLUSIVELY in the competent courts of New Delhi, India and you irrevocably submit themselves to the jurisdiction of such courts.

9.Electronic Communications. When You place an International Order through the Merchant’s website, You are communicating with PayU electronically, and You and unconditionally and irrevocably accept the terms and conditions set out herein and accept that these terms constitute a binding and enforceable agreement between You and PayU. You also consent to receive communications from PayU electronically/via email.

10.MODIFICATIONS. PayU may make changes to its system, policies, and these Terms of Service at any time. PayU will ensure that the current version of these Terms of Service is presented every time you make an International Order. You are responsible for reviewing these Terms of Service each time you make an international order. If you do not agree to any change in the Terms of Service, you must not complete your order. Any order placed after the effective date of a change will constitute your agreement to the change and to the current Terms of Service.

11.Severability. If any or any portion of these Terms of Service is found to be invalid, void, or for any reason unenforceable, that term or portion of terms will be severed, and will not affect the validity and enforceability of the remaining terms.