

ONLINE PAYMENT POLICY



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Approved By: MAHESH K ASWANI, DIRECTOR

*The Terms and Conditions contained herein shall apply to any person using the services for making payments through an online payment gateway service offered by any Payment Gateway Service provider, through HardikXts website/App i.e. www.hardikgroup.com. Each User is therefore deemed to have read and accepted these Terms and Conditions. *

By using our payment services, you agree to be bound by this policy and confirm that you understand the obligations and limitations associated with online transactions conducted through our platform.

SCOPE OF PAYMENT SERVICE

We facilitate payments through authorized and secure online payment system. This service include:

1) UNIFIED PAYMENT INTERFACE (UPI): Real-time mobile payment system governed by NPCI.

As of now we have been providing with only UPI service for payments, if any other service is introduced in the future clients will be duly informed about it and it will also reflect in the new version of this policy.

All funds transferred via this channel is credited to the client's trading account and managed in compliance with SEBI regulations regarding segregation and usage of client funds.

General Terms and Conditions for Online Payment

- * Payments are strictly allowed only from bank accounts or cards that are registered in the name of the client as per our KYC records. Payments from third-party accounts are prohibited and will be reversed or rejected.
- * Clients must ensure the accuracy of transaction details before submission. We are not responsible for erroneous transfers due to incorrect data input.
- * Payments made through the gateway are intended solely for use in trading and investment on our platform. Misuse or diversion of funds for other purposes may lead to account suspension and legal action.
- * We reserve the right to reject or block any transaction suspected to be fraudulent, unauthorized, or non-compliant with regulatory standards.
- * Transaction limits, frequency caps, and payment windows may be imposed for operational or compliance purposes.

* Once a User has accepted these Terms and Conditions, he/ she may avail the Services. A User shall enter his/ her details and pay their dues in any other manner as may be specified by HFPL from time to time.

* Hardik Fintrade Private Limited's (HFPL) rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these T&C shall be in derogation of HFPL's right to comply with any law enforcement agencies requirements relating to any User's use of the website/App or information provided to or gathered by HFPL with respect to such use.

* Each User accepts and agrees that the provision of details of his/ her use to regulators or to any other third party in order to resolve disputes or complaints which relate to the Website/App shall be at the absolute discretion of HFPL.

* The entries in the books of HFPL and/or the Payment Service Providers kept in the ordinary course of business of HFPL and/or the Payment Service Providers with regard to transactions covered under these T&C and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

* Server Slow Down/Session Timeout: In case the Website/App or Payment Service Provider's web page, that is linked to the Website/App, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact HFPL via e-mail or any other mode of contact as provided by HFPL to confirm payment.

ii) in case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider or HFPL shall be held responsible for such fraudulent/ duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider or HFPL.

PRIVACY POLICY

- We are committed to protecting the privacy and confidentiality of all personal and financial data provided by users during the payment process. All information is collected, stored, and used strictly in accordance with applicable data protection laws, including the Information Technology Act, 2000 and any amendments thereto.
- The types of data collected may include, but are not limited to: full name, email address, mobile number, transaction amount, bank account or IP address, device information, and transaction history. This information is used exclusively for the purposes of payment processing, fraud detection, audit, reconciliation, regulatory reporting, and user support.
- We do **not store or retain** any sensitive payment instrument data on our servers. All such sensitive data is processed directly by certified third-party payment gateways that are compliant with **PCI-DSS (Payment Card Industry Data Security Standard)**.
- Personal data is shared only with:
 - ** Reputed third-party payment processors for transaction execution
 - ** Regulators or legal authorities, as mandated by law
 - ** Internal departments for risk and compliance purposes
- We do not sell, rent, lease, or otherwise disclose any user data for marketing or commercial purposes.
- Users may contact us to review or correct their personal data, and can also raise requests for deletion or restriction, subject to regulatory retention requirements.
- In the event of a data breach, affected users will be informed as per applicable legal obligations, and remedial measures will be initiated promptly.

Transaction Confirmation and Settlement

- Upon successful payment, a confirmation is displayed on-screen and a unique transaction ID is generated. SMS confirmation will also be sent.
- In most cases, payments are credited to the trading account instantly. However, due to system delays, it may take up to one working day.
- Users are advised to retain all payment confirmation references until the transaction reflects in their account.
- In case of delayed credit, users may contact customer support with the transaction ID for assistance.

Refund and Reversal

- Refunds are only allowed in cases of duplicate payments, failed transactions, or incorrect remittance. Refunds are subject to verification and reconciliation.
- Refunds will be issued to the original source of payment only. No alternate account or cash refunds will be entertained.
- Processing time for refunds is typically 5–7 business days, depending on bank and network constraints.
- Gateway charges, if any, are non-refundable.

Cancellation Policy

- Users may request cancellation of payments only under circumstances where the transaction is not yet processed or settled.
- Cancellation requests must be sent via email or submitted through the official communication channels within 2 hours of initiating the payment.
- We reserve the right to accept or reject cancellation requests based on transaction status and compliance guidelines.

Shipping Policy

- Since this is a financial services platform, there is no physical delivery or shipment of goods.
 - All services and confirmations are delivered electronically through the platform interface, email, or SMS.
 - Any reference to shipping applies only in context of document delivery or communication.
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Payment Gateway Disclaimer

- While we ensure integration with reputable and secure payment gateways, we do not guarantee uninterrupted access to these services.
 - We are not responsible for delays, errors, or failures caused by system downtime, server outages, internet connectivity, or issues at the bank or payment processor's end.
 - Users are advised to ensure stable internet connection and use secure devices while transacting.
 - Any misuse of the payment service, whether deliberate or unintentional, will be dealt with strictly and may result in suspension of services.
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Other Terms and Conditions

- Users must comply with all terms mentioned in this policy along with the broader platform usage terms available on our website.
- Breach of terms may result in immediate suspension or termination of account access.
- We reserve the right to modify these terms without prior notice.

Limitation of Liability

HFPL has made this Service available to the User as a matter of convenience. HFPL expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that HFPL reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

Under no circumstances shall the HFPL and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

HFPL assumes no liability whatsoever for any monetary or other damage suffered by the User on account of:

i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or

ii) any interruption or errors in the operation of the Payment Gateway.

The User shall indemnify and hold harmless the Payment Service Provider(s) and HFPL and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that HFPL or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website/App, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond HFPL's reasonable control.

Miscellaneous Conditions

- The use of our payment gateway system is deemed to indicate the user's full and irrevocable acceptance of all terms outlined in this Payment Gateway Policy.
- We reserve the right to suspend or terminate access to the payment facility or any associated services at any time, with or without prior notice, for reasons including but not limited to suspicious activity, regulatory directives, or internal risk assessments.
- Any notifications, updates, or amendments to this policy will be posted on our official website. Users are responsible for reviewing such updates regularly to stay informed.
- Users agree not to use any automated systems or tools (including bots, scripts, or scraping technologies) to interact with the payment gateway or manipulate payment processes.
- Users agree that any feedback, suggestions, or complaints submitted by them in connection with the payment gateway services may be used by us to improve service quality, provided that it does not breach user confidentiality or regulatory obligations.
- All communication between users and us (including emails, messages, or call recordings) may be recorded and stored for quality assurance, dispute resolution, and legal compliance.
- If any provision of this policy is held to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.
- No waiver of any term or condition of this policy shall be deemed a further or continuing waiver of such term or any other term.
- This document represents the entire agreement concerning the use of payment gateway services, and it supersedes all prior communications and understandings, whether written or oral.

Contact Us

For any queries, complaints, or requests regarding payment transactions:

Email: hardikfin@hardikgrup.com

Phone: 079-26581931

Address: 1006, B wing, Atma House, Opp. Old RBI, Near Times of
India, Ashram Road, Ahmedabad –380009

Working Hours: Monday to Friday, 9:00 AM – 6:00 PM IST

Grievance Redressal

For any payment-related concerns, please contact our designated grievance officer:

Grievance Officer: Mukesh N Vaswani

Email: hardikfin@hardikgroup.com

Phone: 079-26581932, +91 9375187701

Office Hours: Monday to Friday, 9:00 AM– 6:00 PM IST