

Terms and conditions of Visa's SIM card Offer for Cardholders of Visa forex prepaid cards in India

1. Introduction and Definitions:

This document outlines the terms and conditions ("**Terms**") of the Visa Worldwide Pte. Ltd.'s ("**Visa**") marketing offer (the "**Offer**") for Visa Forex Prepaid cards issued in India. The Offer is offered by Visa to all cardholders of a valid Visa Forex Prepaid card ("**Eligible Card**") issued by a licensed issuer in India ("**Cardholder**", "**you**", "**your**"). The Offer is valid for the Offer Period (as defined below) subject to availability of stock.

For the purpose of these Terms:

- "**Cardholder**" or "**you**" or "**your**" refers to an individual who holds an Eligible Card.
- "**Eligible Card**" means a valid Visa Forex Prepaid card issued by a licensed issuer in India.
- "**e-SIM**" means an embedded SIM that allows you to activate a cellular plan without using a physical SIM card.
- "**Issuer**" means a licensed issuer of Eligible Cards in India.
- "**KYC**" means Know Your Customer verification process required by relevant telecommunications authorities.
- "**Offer**" means the complimentary international e-SIM/SIM card offer described in these Terms.
- "**Physical SIM**" means a removable subscriber identity module card that is inserted into a device.
- "**Razorpay (Poshvine)**" means the platform partner handling the redemption process.
- "**Vendor**" means the entity engaged by Razorpay to provide the SIMs.

2. Eligibility:

To participate in the Offer, you must be an existing Visa Cardholder of an Eligible Card or obtain a new Eligible Card ("**New Eligible Card**") issued by any of the licensed issuers of Eligible Cards ("**Issuers**").

- 2.1 **Age Requirement:** Cardholders must be at least 18 years of age at the time of redemption.
- 2.2 **Geographic Restrictions:** This Offer is exclusively available to residents of India with a valid Indian identification document for KYC purposes.
- 2.3 **Exclusions:** Employees, representatives, or immediate family members of Visa, the Vendor, Razorpay (Poshvine), participating Issuers, and their advertising, promotion and fulfillment agencies are not eligible to participate in this Offer.
- 2.4 **KYC Requirements:** All Cardholders must successfully complete the KYC verification process as mandated by relevant telecommunications regulations, which includes but is not limited to providing a valid government-issued photo ID and proof of address.
- 2.5 **Card Eligibility:** Only Visa Forex Prepaid cards are eligible for this Offer. Credit cards, debit cards, and other prepaid cards are not eligible.

3. Offer Period:

The Offer will run from 29th May 2025, till 31st March 2027 (inclusive of both dates), or till such date the stocks last, whichever is earlier ("**Offer Period**").

4. Offer:

The Offer details are as follows:

Eligible Cardholders will be eligible to receive a complimentary international e-SIM/SIM card from a Vendor, which can be used on any of the following mobile plans:

Region	Option 1 Data	Option 2 Data + Talk time	Countries covered	Validity
Asia	6GB	4GB + 60 Mins	Indonesia, Japan* , Malaysia, Philippines* , Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Vietnam	30 days
Europe	6GB	4GB + 60 Mins	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro* , Netherlands, Norway, Poland, Portugal, Romania, Russia* , Slovakia* , Slovenia, Spain, Sweden, Switzerland* , Ukraine* , United Kingdom	30 days
Australia / New Zealand	6GB	4GB + 60 Mins	Australia / New Zealand	30 days
USA	6GB (30 days)	Unlimited data + talk time (7 days)	USA	30 days / 7 days
Canada / Mexico	6GB (30 days)	1GB + Unlimited talk time (7 days)	Canada / Mexico	30 days / 7 days
Middle East	5 GB	1GB + 15 Mins	UAE* , Saudi Arabia* , Oman, Qatar, Kuwait, Israel, Uzbekistan* , Kazakhstan* , Azerbaijan*	30 days
Global	5 GB	1GB + 15 Mins	Europe 36 countries roaming + Asia Single country + USA/ Canada* /Mexico	30 days

Option 2 is not available in asterisked* countries.

For any specific region mentioned in the table above, the Cardholder can choose between Option 1 (Data Only) or Option 2 (Data + Talk time).

The Offer can be availed only once during the Offer Period on an Eligible Card.

The Offer is non-transferable, non-exchangeable, and non-refundable. No cash alternative or substitute for the Offer will be provided.

The validity of the SIM card will start from the date of activation of the e-SIM/SIM card after KYC requirements mandated by relevant telecommunications authorities are completed.

The e-SIM/SIM card is provided for use outside India only and cannot be used within India.

5. Redemption of Offer:

Eligible Cardholders can avail themselves of the Offer by clicking on this link:- <https://visaforex.poshvine.com/> where they will have the option to login using their Eligible Card number and other details.

Eligible Cardholders can use the Eligible Card number to check Offer validity.

After logging in, eligible Cardholders can copy the unique code from the offer tile and click on the link to the e-SIM/SIM card vendor's platform.

On the vendor's platform, Eligible Cardholders need to select their preferred call plan details (as mentioned in the above table).

Eligible Cardholders will receive an email with a link to complete the KYC process by uploading the necessary details (as mandated by relevant telecommunications authorities).

After KYC is completed, The e-SIM/physical SIM card option will be available in the drop-down menu on the SIM card vendor's platform.

For an e-SIM, a QR code will be sent via email to activate the e-SIM. A list of compatible phones will be available on the platform.

For a physical SIM card, Cardholders must enter their delivery address and pay a delivery charge of **Rs. 100** for the vendor to ship the SIM card to the Cardholder's address.

- 5.1 **Redemption Timeline:** The unique code received must be redeemed within 30 days from the date of issuance. Codes not redeemed within this period will expire and become invalid.
- 5.2 **Failed Redemptions:** In case of redemption failure due to technical issues, Cardholders must contact Razorpay customer support at visaprepaid-support@razorpay.com within 48 hours of the failed attempt.
- 5.3 **KYC Verification Attempts:** Cardholders are allowed a maximum of three (3) attempts to complete the KYC verification process. After three unsuccessful attempts, there will be a cooling period of 7 days before further attempts can be made.
- 5.4 **Customer Support:** For redemption-related issues, contact Razorpay at visaprepaid-support@razorpay.com . For SIM/e-SIM activation or usage issues, contact the Vendor's support team.

6. Technical Requirements

- 6.1 **e-SIM Compatibility:** Before selecting an e-SIM, ensure your device is e-SIM compatible.
- 6.2 **Network Requirements:** The e-SIM/SIM requires a 3G/4G/LTE compatible device for proper functioning. 5G services may be available in select countries only.
- 6.3 **Technical Support:** For technical issues related to e-SIM/SIM activation or usage, Cardholders must contact the Vendor's technical support team directly. Neither Visa nor Razorpay (Poshvine) will provide technical support for SIM functionality.

7. Data Usage Terms

- 7.1 **Fair Usage Policy:** While the plans offer specific data allowances, excessive usage may result in reduced speeds after reaching certain thresholds as determined by the network operators in each region.
- 7.2 **Speed Throttling:** Data speeds may be reduced after 80% of the allocated data has been consumed. Cardholders will receive notification when this threshold is reached.
- 7.3 **Roaming Restrictions:** Despite coverage in multiple countries within a region, service quality and availability may vary. Some remote areas within covered countries may have limited or no connectivity.
- 7.4 **Network Provider:** The e-SIM/SIM will connect to partner networks in each country. The Vendor reserves the right to change network partners without prior notice.

- 7.5 **Data Validity:** Unused data will expire at the end of the validity period and will not be carried forward or refunded.

8. **General terms and conditions:**

By participating in the Offer, you agree to/that:

- abide by these Terms and the decision of Visa with respect to the Offer.
- release and indemnify Visa, Issuers from any liability, claim, loss, damage, cost, or expense arising from or in connection with the Offer or the eSIM/SIM card.
- understand that participation in the Offer is voluntary and not binding in any manner.
- accept that Visa reserves the right to modify, suspend, cancel, or terminate the Offer and these Terms or any part of it without prior notice or reason.
- All taxes, fees, and surcharges on Offers are the sole responsibility of the Cardholder.
- Visa reserves the right to disqualify any participant who tampers with the entry process or submits an entry not in accordance with these Terms or in any manners subverts or tries to subvert the objective of this Offer.
- Visa is not responsible for any technical failures that may prevent an individual from participating in the Offer.
- Once availed, the e-SIM/SIM card shall not be resold or commercially traded in any manner, directly or indirectly.
- comply with the terms and conditions of use of the e-SIM/SIM Cards as stipulated by the e-SIM/SIM card vendor.
- nothing herein amounts to a commitment by Visa, Issuers to conduct further similar or another Offer.
- this Offer is void where prohibited by law.

9. **Termination and Suspension**

- 9.1 **Service Termination:** The Vendor reserves the right to terminate the e-SIM/SIM service without prior notice in case of:
- Violation of these Terms
 - Suspected fraudulent activity
 - Misuse of the service for illegal activities
 - Violation of local telecommunications laws and regulations
- 9.2 **Service Suspension:** The service may be temporarily suspended in case of:
- Suspicious usage patterns
 - Investigation of potential terms violation
 - Technical maintenance
 - Regulatory requirements
- 9.3 **Termination Rights:** The Vendor reserves the right to terminate service to any Cardholder at its sole discretion. In such cases, no compensation or alternative will be provided.

10. **Dispute Resolution**

- 10.1 **Dispute Process:** Any disputes regarding the Offer must be submitted in writing to visaprepaid-support@razorpay.com within 30 days of the incident.

10.2 **Escalation Matrix:**

- First level: Razorpay customer support
- Second level: Razorpay grievance officer
- Final level: Arbitration as per clause 19

10.3 **Resolution Timeline:** Razorpay will acknowledge disputes within 48 hours and provide a resolution or update within 15 business days.

11. **Force Majeure**

11.1 Neither Visa, the Issuers, the Vendor, nor Razorpay (Poshvine) shall be liable for any failure to perform obligations under these Terms due to events beyond their reasonable control, including but not limited to:

- Natural disasters
- Pandemics or epidemics
- War, terrorism, or civil unrest
- Government actions or restrictions
- Telecommunication network failures
- Power outages
- System failures

11.2 In case of force majeure events, the Offer may be temporarily suspended or terminated without prior notice.

12. **Limitation of Liability:**

12.1 Visa's responsibility is limited only to paying Razorpay for the Offer and no further liability or duty is owed to the Cardholder.

12.2 Visa and Issuers are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Offer.

12.3 Visa and Issuers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

12.4 Visa and Issuers are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Offer.

12.5 Visa and Issuers shall not be responsible for the services provided by the e-SIM/SIM Card vendors.

12.6 **Monetary Cap:** The maximum liability of Visa, Issuers, and Razorpay (Poshvine) for any claim related to this Offer shall not exceed the equivalent value of the Offer.

12.7 **Exclusion of Damages:** In no event shall Visa, Issuers, Razorpay (Poshvine), or the Vendor be liable for any indirect, incidental, special, consequential, or punitive damages.

12.8 **Network Issues:** No liability is accepted for network outages, poor service quality, or connectivity issues in any location.

12.9 **Data Loss:** Visa, Issuers, Razorpay (Poshvine), and the Vendor shall not be liable for any loss of data, missed communications, or other consequences of service unavailability.

- 12.10 **Third-Party Content:** No liability is accepted for any third-party content accessed using the e-SIM/SIM service.

13. **Personal Data:**

By participating in the Offer, you acknowledge and agree that Visa, and service providers acting on Visa's behalf, may collect, use, process and share your personal information for the purpose of administering and managing the Offer ("**Personal Data**"). The Personal Data may include amongst other things name and contact information, or special requirements for arranging the SIM card. For more information on how Visa collects and protects your personal information, please review our Global Privacy Notice (<https://www.visa.co.in/legal/global-privacy-notice.html>).

Where you wish to exercise any of your privacy choices under relevant laws, please contact us at Visa Privacy Centre (<https://www.visa.co.in/legal/privacy-policy.html>).

- 13.1 **Data Collection:** During redemption and activation, the following personal data may be collected:
- Full name
 - Email address
 - Phone number
 - Shipping address (for physical SIM)
 - Government ID details (for KYC)
 - Eligible Card details
- 13.2 **Third-Party Sharing:** Personal data may be shared with:
- The Vendor for e-SIM/SIM provisioning
 - Telecommunications providers for service activation
 - Delivery partners for physical SIM delivery
 - Government authorities for regulatory compliance
- 13.3 **Data Retention:** Personal data will be retained as appropriate and necessary, and required under applicable laws.
- 13.4 **Cross-Border Transfer:** Personal data may be transferred to countries outside India for processing.

14. **Intellectual Property:**

By participating in the Offer, you acknowledge that any intellectual property rights in the Offer and any materials used in connection with the Offer are owned by Visa, and you do not have any rights to such materials.

15. **Warranty and Disclaimers**

- 15.1 **No Network Warranty:** Visa, Issuers, and Razorpay (Poshvine) make no warranty regarding network coverage, quality, speed, or availability in any location.
- 15.2 **Third-Party Services:** The e-SIM/SIM services are provided by third-party network operators. Visa, Issuers, and Razorpay (Poshvine) disclaim all warranties related to these services.
- 15.3 **Service Availability:** Network services may be unavailable due to maintenance, technical issues, or local restrictions. No compensation will be provided for periods of unavailability.

16. **Regulatory Compliance**

- 16.1 **International Roaming Regulations:** Cardholders must comply with telecommunications regulations in all countries where the e-SIM/SIM is used.
- 16.2 **Export Control:** Cardholders shall not export the physical SIM card to countries subject to export restrictions.
- 16.3 **Legal Usage:** Cardholders must use the e-SIM/SIM service in compliance with all applicable laws and regulations in India and in the countries where the service is used.
- 16.4 **Use Outside India:** The e-SIM/SIM card is intended for use outside India only and must not be used within India.

17. Fraud Prevention

- 17.1 **Verification:** Visa and the Vendor reserve the right to verify the identity and eligibility of any Cardholder at any time.
- 17.2 **Consequences of Misuse:** Any fraudulent activity, misrepresentation, or abuse of the Offer will result in immediate termination of the e-SIM/SIM service and may lead to legal action.
- 17.3 **Multiple Redemptions:** Attempts to redeem the Offer multiple times using the same Eligible Card or by the same Cardholder using different Eligible Cards may result in disqualification from the Offer.
- 17.4 **Monitoring:** Usage patterns will be monitored for suspicious activity. Abnormal usage may trigger verification procedures or service suspension.

18. Refund and Cancellation Policy

- 18.1 **Non-Refundable:** The Offer, once redeemed, cannot be cancelled, refunded, or exchanged for cash or other benefits.
- 18.2 **Cancellation Prior to Activation:** If a Cardholder wishes to cancel before activating the e-SIM/SIM, no refund will be provided for any delivery charges paid.

19. Governing Law and Arbitration:

These Terms are governed by the laws of India. All disputes that cannot be resolved amicably shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by Visa in New Delhi, India.

20. Entire Agreement:

These Terms constitute the entire agreement between each participant and Visa with respect to the Offer and supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written.

No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions.

21. Assignment

- 21.1 **Non-Transferability:** Cardholders may not assign or transfer their rights or obligations under these Terms to any third party.
- 21.2 **Visa's Right to Assign:** Visa reserves the right to assign or transfer its rights and obligations under these Terms to any affiliate, subsidiary, or third party without prior notice.

22. Severability

- 22.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 22.2 Any invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely matches the intent of the original provision.

23. Communications

- 23.1 **Official Communications:** All official communications regarding the Offer will be sent via email to the address provided during redemption.
- 23.2 **Electronic Consent:** By participating in the Offer, Cardholders consent to receive electronic communications related to the Offer, including but not limited to redemption instructions, activation details, and usage notifications.
- 23.3 **Contact Updates:** Cardholders are responsible for keeping their contact information updated. Missed communications due to outdated contact information are not the responsibility of Visa, Issuers, Razorpay (Poshvine), or the Vendor.

24. Taxes and Duties

- 24.1 **Tax Liability:** All taxes, duties, fees, and charges associated with the receipt or use of the Offer are the sole responsibility of the Cardholder.
- 24.2 **GST:** Any applicable Goods and Services Tax (GST) on the delivery charges or services is included in the stated price.
- 24.3 **Custom Duties:** For physical SIM cards delivered internationally, any custom duties, import taxes, or related charges are the responsibility of the Cardholder.
- 24.4 **Tax Reporting:** Visa, Issuers, Razorpay (Poshvine), and the Vendor shall not be responsible for any tax reporting related to the Offer.

25. Language

These Terms are prepared in English. Any translation into another language is for convenience only, and the English version shall prevail in case of any inconsistency. All communications related to the Offer will be in English. Customer support may be available in additional languages as determined by Razorpay (Poshvine) and the Vendor.

26. Order of Precedence

- 26.1 In case of any conflict between these Terms and those on Razorpay or Vendor's website or platform, the terms and conditions on Razorpay or Vendor's website or platform shall prevail.
- 26.2 Cardholder acknowledges that by proceeding with redemption on the Razorpay or Vendor's platform, they also agree to be bound by the specific terms and conditions applicable on those platforms.

- 27. VWPL provides complimentary international e-SIM/SIM card reward to its clients as a service to the clients for service fee charged by it based on CSTLA signed with them

Please read these Terms carefully. If you do not agree to these Terms, please do not participate in the Offer. Participation in the Offer signifies your agreement to these Terms. You will be prompted to accept the Terms on the Website.

For any queries or concerns, please reach out to the customer service team at Razorpay at visaprepaid-support@razorpay.com. Please note that Visa and Issuers are not responsible for customer service related to this Offer. For avoidance of doubt, the sole responsibility of the customer services shall be of Razorpay.