

# TERMS AND CONDITIONS

## Gift Card Platform - Powered by IRCTC and Razorpay

Effective Date: 21 July 2025

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### 1. INTRODUCTION AND DEFINITIONS

#### 1.1 About This Platform

This gift card platform ("Platform") is operated by Viverati Interactive Private Limited ("Service Provider") on behalf of Indian Railway Catering and Tourism Corporation Limited ("IRCTC") to facilitate the purchase and redemption of digital gift cards and vouchers. By accessing or using this Platform, you agree to be bound by these Terms and Conditions.

#### 1.2 Definitions

- **"Gift Cards"** means prepaid payment instruments in digital form that can be redeemed at participating merchant partners
  - **"User"** or **"Customer"** means any individual who accesses or uses the Platform
  - **"Merchant Partners"** means third-party retailers, brands, and service providers whose gift cards are available on the Platform
  - **"PPI"** means Prepaid Payment Instruments as defined under RBI regulations
  - **"Platform"** means the website, mobile application, and associated services
  - **"We", "Us", "Our"** refers to IRCTC and Viverati Interactive Marketing Private Limited collectively
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### 2. ELIGIBILITY AND REGISTRATION

#### 2.1 User Eligibility

- You must be at least 18 years of age and a resident of India
- You must provide accurate and complete information during registration

#### 2.2 Account Registration

- Registration requires a valid mobile number
- One account per mobile number is permitted
- You are responsible for maintaining the confidentiality of your account credentials
- You must notify us immediately of any unauthorized access to your account

## **2.3 Account Restrictions**

- We reserve the right to suspend or terminate accounts for violations of these terms
  - Multiple accounts by the same user are prohibited and may result in account closure
  - Accounts found engaging in fraudulent activities will be permanently blocked
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# **3. GIFT CARD PURCHASE AND DELIVERY**

## **3.1 Purchase Process**

- Gift cards can be purchased using debit cards, credit cards, net banking, UPI, or digital wallets
- All transactions are processed through secure payment gateways
- You will receive an order confirmation via email upon successful payment
- Gift cards are delivered digitally within 24 hours of successful payment

## **3.2 Purchase Limits**

Monthly purchase limits apply per customer:

- Amazon Pay Gift Cards: ₹10,000 per calendar month
- Limits may be revised based on brand guidelines

## **3.3 Pricing and Fees**

- Gift card prices are displayed inclusive of applicable taxes
- Convenience fees may apply as specified during checkout
- Promotional offers and cashback are subject to specific terms
- All prices are in Indian Rupees (INR)

## **3.4 Delivery and Activation**

- Gift cards are delivered via email to registered contact details
  - Physical delivery is not available - all gift cards are digital
  - Delivery timeline may vary during peak seasons or technical issues
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## 4. GIFT CARD VALIDITY AND USAGE

### 4.1 Validity Period

- Merchant partner gift cards are valid basis the TnC of the gift card
- Exact expiry date is mentioned in the gift card order details
- Validity cannot be extended under any circumstances
- Expired gift cards cannot be revalidated or refunded

### 4.2 Redemption Terms

- Merchant gift cards can only be redeemed at participating locations or websites
- Gift cards cannot be redeemed for cash or credit
- Each merchant gift card has specific terms and conditions of the issuing brand

### 4.3 Usage Restrictions

- Gift cards are for personal use only and cannot be resold
  - Commercial use or bulk purchases for resale are prohibited
  - Gift cards cannot be used to purchase other gift cards
  - Some exclusions may apply as per service provider terms
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## 5. PAYMENT AND REFUND POLICY

### 5.1 Payment Methods

- All major debit cards, credit cards, net banking, UPI, and digital wallets accepted
- All payments are processed in real-time through secure gateways
- Payment failures will result in refund to the source account basis the mentioned SLAs

### 5.2 Refund and Cancellation Policy

- **No refunds or cancellations** are permitted once a gift card is successfully purchased and delivered

### 5.3 Failed Transactions

- In case of payment deduction without gift card delivery, refund will be processed automatically
- Contact customer support for failed transaction resolution
- Refund timeline for failed transactions: 5-7 working days

## **6. SECURITY AND FRAUD PREVENTION**

### **6.1 Security Measures**

- All transactions are protected by industry-standard encryption
- Gift card details are secured and protected from unauthorized access
- Regular security audits are conducted to maintain platform integrity

### **6.2 Fraud Prevention**

- Suspicious transactions are monitored and may be blocked
- We reserve the right to verify customer identity for high-value transactions
- Fraudulent activities will result in immediate account suspension
- We cooperate with law enforcement agencies for fraud investigations

### **6.3 Customer Responsibilities**

- Keep gift card details confidential and secure
  - Report lost or stolen gift cards immediately
  - Do not share login credentials with unauthorized persons
  - Verify merchant authenticity before redemption
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## **7. DATA PRIVACY AND PROTECTION**

### **7.1 Data Collection**

- We collect personal information necessary for service provision
- Transaction data is maintained as per regulatory requirements
- Data is shared with merchant partners only as required for gift card processing
- We comply with applicable data protection laws and privacy policies

### **7.2 Data Usage**

- Personal data is used for transaction processing, customer support, and service improvement
- Marketing communications are sent based on customer preferences
- Data may be shared with regulatory authorities and railway administration as required by law
- We maintain data confidentiality and security standards

### **8.3 Data Retention**

- Transaction records are maintained for a minimum of 10 years as per RBI guidelines
  - Personal data is retained as per our Privacy Policy
  - Customers can request data deletion subject to regulatory requirements
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## 9. REGULATORY COMPLIANCE

### 9.1 RBI Compliance

- This Platform operates in compliance with RBI's Master Directions on Prepaid Payment Instruments
- Gift cards are issued by authorized PPI issuers
- Suspicious transactions are reported to FIU-IND as required

### 9.2 Railway and Government Compliance

- Platform operates under IRCTC's authorization
- Government regulations for digital payments are strictly adhered to

### 9.3 Tax Compliance

- All applicable taxes (GST, etc.) are included in gift card prices
  - We comply with all tax reporting requirements
  - Customers are responsible for any personal tax obligations
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## 10. CUSTOMER SUPPORT

### 10.1 Contact Information

- **Email Support:** support@poshvine.com
- **Chat Support:** Available on the Platform during business hours
- **IRCTC Helpdesk:** Integration with existing IRCTC customer support
- **Resolution Timeline:** 24-48 hours for most queries

### 10.2 Dispute Resolution

- Customer complaints are handled as per IRCTC's grievance redressal policy
- Railway-related disputes follow established railway grievance mechanisms
- Escalation matrix is available for unresolved issues
- Consumer forum options are available for eligible complaints

- Alternative dispute resolution mechanisms may be used
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## **11. LIABILITY AND DISCLAIMERS**

### **11.1 Platform Availability**

- We strive to maintain 24x7 platform availability but do not guarantee uninterrupted service
- Scheduled maintenance may cause temporary service disruptions
- Service availability may vary during peak seasons or railway system maintenance
- Platform performance may be affected by factors beyond our control

### **11.2 Service Provider Liability**

- We are not responsible for merchant service quality or product delivery
- Disputes with merchants should be resolved directly with them
- Merchant-specific terms and conditions apply to gift card usage
- We facilitate gift card purchase but are not liable for service provider performance

### **11.3 Limitation of Liability**

- IRCTC and Viverati Interactive Marketing Private Limited disclaim all liability for any losses, damages, or claims arising from the use of this Platform or gift cards
  - We are not liable for indirect, consequential, special, incidental, or punitive damages
  - Force majeure events excuse performance obligations
  - Users acknowledge that they use the Platform and purchase gift cards at their own risk
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## **12. INTELLECTUAL PROPERTY**

### **12.1 Platform Rights**

- All Platform content, design, and functionality are proprietary
- IRCTC trademarks and logos belong to IRCTC
- Users may not copy, reproduce, or distribute Platform content
- Merchant brand rights belong to respective merchant partners

### **12.2 User Content**

- Users grant us license to use submitted content for service provision

- Users are responsible for ensuring content legality and accuracy
  - We may moderate or remove inappropriate user content
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## 13. GENERAL TERMS

### 13.1 Modifications

- We reserve the right to modify these terms
- Continued use of the Platform constitutes acceptance of modified terms
- Material changes will be communicated via email and Platform notifications

### 13.2 Governing Law

- These terms are governed by Indian law
- Disputes are subject to the exclusive jurisdiction of courts in Bangalore
- Alternative dispute resolution may be pursued before litigation
- English language version of terms shall prevail in case of conflicts

### 13.3 Severability

- If any provision is found invalid, the remaining terms remain enforceable
- Invalid provisions will be replaced with valid alternatives achieving similar objectives
- Terms are interpreted to achieve their intended commercial purpose

### 13.4 Communication

- Official communications are sent to registered email and mobile number
  - Users must update contact information to receive important notices
  - Platform notifications are considered valid communication
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## 14. CONTACT INFORMATION

### Viverati Interactive Marketing Private Limited

Corporate Address: First Floor, SJR Cyber, Laskar Hosur Road, Adugodi, Bengaluru, Karnataka - 560030, India

### Customer Support:

- Email: [support@poshvine.com](mailto:support@poshvine.com)
- Website: <https://irctcgiftcards.razorpay.com>

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**By using this Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**

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*This document was last updated on 21 July 2025. Please check regularly for updates to these terms.*