

UNIMONI WALLET - TERMS OF SERVICE

Introduction: Unimoni Financial Services Limited thanks you for using Unimoni Wallet. Unimoni Wallet is a prepaid instrument/wallet of Unimoni Financial Services Limited (hereinafter “Unimoni”/ “Company”), an RBI licensed PPI holder having registered under Indian Companies Act, 1956 and formerly known as *UAE Exchange & Financial Services Limited*. You are required to get updated with the terms and conditions as contained herein along with all/any amendments made from time to time and the product terms that are available within the Application (if any), before registration/carrying out any transaction through Unimoni Wallet (former *XPay*), hereinafter referred as also “Application”.

By proceeding with Unimoni Wallet registration/transaction via Application, it is deemed that, YOU HAVE EXPRESSLY AGREED TO BE BOUND BY THE TERMS AND CONDITIONS (as amended from time to time). Kindly refrain from registration and transaction processing, if you do not accept to any of the contents laid down hereunder and/or elsewhere in this Application.

By accepting this Terms and Conditions, you represent and warrant that (i) you are 18 years or older; (ii) you are capable of entering into a legally binding agreement; and that (iii) you are not barred or otherwise legally prohibited from accessing or using Unimoni Wallet/any other pre-paid wallets under the laws of India. The terms and conditions herein forms an agreement between you and Unimoni that governs your access to the Application. You are free to call our toll free number or visit the nearest branch in case of any doubt or for clarification (if any). The terms and conditions set forth herein and within this Application shall be subject to RBI guidelines with regard to Prepaid Payment Instruments as amended from time to time.

1. Definitions:

- a) **Issuer/We/Company:** Issuer/we/Company mentioned hereunder refers to Unimoni that operates payment systems by issuing prepaid payment instruments to individual, as per the authorization received from the Reserve Bank of India.
- b) **Holder/Customer/ You/Buyer:** Individual who has registered with the Company for availing the services provided through the Application, mainly foreign exchange, online payments (purchase of goods & services and utility/essential bill settlements, including Domestic Money Transfer Services (DMTS)), Company’s loan services and travel and ticketing services.
- c) **Merchant:** A person/retail establishment/ institution, who ties up/ registers via a separate registration process for providing Unimoni Wallet service/accepting payments via Unimoni Wallet and is governed by the terms therein.
- d) **Unimoni Wallet:** Unimoni Wallet is Pre-paid Payment Instrument of the Company that facilitates purchase of goods and services & other utility bills /essential services, including DMTS, against the value stored in Unimoni Wallet. The value stored on such instruments represents the value paid for the customer in cash/ bank mode after prescribed deductions.
- e) **Product/Services:** Products/Services offered by the Company to customers via Unimoni Wallet/Application.
- f) **Pre-paid Payment Instrument:** Unimoni Wallet is a virtual card that can be accessed by allotted login ID/User ID & transaction can be done by using secret “MPIN” password that is issued to the customer by Issuer.
- g) **Payment Transaction:** The processing of a payment service through mobile/ internet that result in the debiting or charging of the Unimoni Wallet balance of the customer and the crediting of Merchant’s account/beneficiary bank account and/or payments made to the Company for Services availed by the Customer from the Company.
- h) **Login/User ID & MPIN:** Logging in to the Application will be using the Login ID (normally registered Mobile Number) and password sent to your registered mobile number as an OTP. You are advised to reset your password through the change password path available in the Application. For sending money/making merchant payments, the Login/User ID and Registered Mobile Number will be used along with the MPIN which is secret digit password. Both are simultaneously issued to the customer by the Issuer immediately

after Unimoni Wallet registration for authenticating transaction at the time of making a payment to beneficiary bank account/ Merchant.

- i) **OTP:** OTP is One Time Password generated for validating the customer registered mobile number and for proceeding with the transactions.
- j) **Merchant Code:** A digit numerical code issued to the Merchant by the Issuer after the formal tie up for facilitating Unimoni Wallet service to customers that is prominently displayed at the Merchant counter to be used while making payment.
- k) **QR Code:** QR Code is a matrix barcode issued by the Company to customer/merchant to identify the customer and merchant details and the amount of transaction initiated by them. QR Code enabled payments are available at select store within India for customers to make payments without any hassle.
- l) **Unimoni Mobile Application/Unimoni Wallet/Mobile Application/Application:** A mobile application of the Company through which customer/Merchant can carry out the transactions. Mobile Application requires a smart phone with GPRS connectivity for its operations.
- m) **Unimoni Site & Unimoni Wallet:** Unimoni Site refers to Company website and Unimoni Wallet refers to the Mobile Application available on Android Play store and IOS App store.
- n) **Registered Mobile Number:** Registered Mobile Number is the mobile number used by Customer for Signing up/Logging in which shall form a part of user/Customer identity along with user/Customer name.

2. Unimoni Wallet Registration Requirements & Process 2.a. For Customers

Basic Requirement – By accepting these terms & conditions or by otherwise using the Services of the Site, you represent that you are at least 18 years of age and have not been previously suspended or removed from the Services. You represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the terms & conditions of this Agreement. You shall not impersonate any person, entity or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

Requirements for Registration –Registration by submission of duly filled in Unimoni Wallet Application Form along with necessary KYC documents [valid Photo ID Proof & valid Address Proof (mentioned below)] are mandatory for availing Unimoni Wallet Money Transfer Services. Unimoni Wallet Application and the KYC documents needs to be submitted at the nearest branch office of the Company for successful registration. However, a non KYC customer need to become KYC compliant customer by submitting necessary KYC documents and such compliance must be done within 24months (or such period as prescribed by RBI from time to time) from the date of registration to avoid termination of account. Facilities will be shortly provided by the Company to the Customers for Registering via Site/Mobile Application.

Sign up/Logging in – Customers shall enter the mobile number and other information (if any) required for validating the registered mobile number. Customer Mobile number will be validated by generating an OTP and will be sent to the Registered Mobile number of the Customer. By submitting the thus received OTP, you shall be directed to the page where you can opt for the service you need. Simultaneously with the registration, a Customer MMID will be generated, which will be visible to you in your application. By clicking the same, you will get the MMID in your registered mobile number as SMS. For transactions requiring MMID, you shall enter this MMID and proceed for initiating transactions through Unimoni Wallet.

Accepted Address/ID proofs	Accepted Photo ID proofs
Passport / Voter's ID Card / Proof of Possession of Aadhaar Number / Driving License.	PAN Card/ Passport / Voter's ID Card / Proof of Possession of Aadhaar Number / Driving License
PAN is Mandatory for KYC complied Wallets	

2.b. For Merchant Registration

All interested shops and service establishments can tie-up with Issuer for Unimoni Wallet. Merchant will have to register by submitting the required details including its Bank details and requisite ID copy. Facilities will be shortly provided by the Company to the Merchants for Registering via Site/Mobile Application. After verification of the documents, a login User ID will be given to Merchant for logging in to the application & for effecting transactions. The Merchant list will be displayed in Merchant List Screen provided in Company's website.

Note – Issuer is very strict on the Customer/Merchant identity proof (as given under Cl.2.a & 2.b) and reserves all right to reject any registration request or reloading request to comply with Anti- Money laundering measures/ Combating Financing of Terrorism guidelines issued by the Reserve Bank of India with regard to Prepaid instruments.

2.c. Loading/Re-loading

Customers/Merchants can load/re-load their full KYC Unimoni Wallet via Internet Banking or Credit/Debit Card payment through Unimoni Site or by remitting in cash mode at any of the Company's branch across India. Balance in the Unimoni Wallet at any point of time cannot exceed Rs.1,00,000/-. Cash loading is limited to Rs.50,000/- per month, beyond which customer needs to opt for loading/reloading by way of Card/Net Banking only. No interest is payable by the Company on the Unimoni Wallet balance.

Reloading limit of non KYC customer is restricted to Rs.10,000/- per month, subject to a maximum of Rs.1,00,000/- in a Financial Year and at no point of time, the wallet balance shall exceed Rs.10,000/-.

3. Payment Transaction Processing

3.a. For Customers

Unimoni Wallet facilitates the customers to send money to beneficiary Bank Account (Domestic Money Transfer Service with strict compliance to DMTS rules), send money to another Unimoni Wallet Account, payment towards services availed from the Company other than DMTS (Ticketing & Forex Booking) and for Merchant payments. Merchant payment includes payment towards purchase of goods & services and settlement of utility bills/ essential services viz. electricity bills, water bills, telephone/mobile phone bills, insurance premium, cooking gas payments, rental for internet/Broadband connections, Cable/DTH subscription and Citizen services by Government or Government bodies. Merchant payment is possible only where such Merchant is Unimoni Wallet enabled. All transactions can be processed through this application with GPRS connection. Customers/Merchants are also able to transact through Company's website using the User ID & MPIN provided.

By signing into this application, Customer authorizes the Issuer to charge or debit to Buyer's Payment Instrument as necessary to complete processing of a Payment Transaction.

Note – Customer acknowledge and agree that the Merchant payments are towards the purchases of Products/services or utility payments between the Customer and the Merchant and not with the Company/ Unimoni Wallet. Company/ Unimoni Wallet is not a party to the purchase of Products/Services and Company/ Unimoni Wallet is not a buyer or a Merchant in connection with any Payment Transaction, unless expressly designated as such in the listing of the Product.

3.a.1 Charges & Fees

Service Charges	
Wallet to Bank Transfers	Mobile/DTH Recharge/Utility bills
<ul style="list-style-type: none">➤ Rs.5 for any amount through Web/App➤ <i>Applicable charges to be paid when done through PoS. (Slab-wise - Max INR125)</i>	<ul style="list-style-type: none">➤ Free of charges if done through Web/App➤ <i>Applicable charges to be paid when done through PoS. (Slab-wise - Max INR25)</i>

3.b. For Merchants

Merchants may view their last five transactions in the Balance Report in this application. Daily business collection will be credited to merchant's bank account on the next day if the amount due is Rs.1000/- or above, or else as per merchant request. For security reasons no SMS will be send for any transaction or for loading confirmation.

Note – Unimoni Wallet may delay payment processing of suspicious transactions/ transactions which may involve fraud, misconduct, or violate applicable law, or other applicable Unimoni Wallet policies, as determined in Unimoni's sole and absolute discretion.

3.c. All payments are subject to the following conditions

The description of services of match making are specific to your need, when you log in with your unique password. Normally payment is required in advance (i.e. before you commence your activity).

All Fees quoted are in Indian Rupees. The Company/Merchant reserves the right to change the fees at any time.

- Your payment will normally reach the Merchant account to which you are making a payment not later than two working days.
- We cannot accept liability for a payment not reaching the correct Merchant account due to you quoting an incorrect account number or incorrect personal details. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.
- If the card supplier declines payment, the Merchant is under no obligation to bring this fact to your attention. It is your responsibility to check with your bank/credit/debit card supplier and ensure that your payment is processed successfully from your account.

In no event will the Company be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

4. No Endorsement of Products

Company don't endorse the quality/ merchantability of the goods/service, customer opt to purchase/avail using Unimoni Wallet.

5. Permissible Payment Transactions

Customer may use Unimoni Wallet Application/Site solely for processing Payment Transaction towards purchase of goods /services and utility bills/essential services that is purchased from a Merchant through a legitimate, bonafide sale of the Product or Domestic Money Transfer Service. Instruction for payment of goods/services will be honoured only at approved Merchant locations, subject to sufficient balance against Unimoni Wallet Account. Unimoni Wallet services cannot be used for cross border transactions. No cash withdrawal is permitted from the wallet. Customers can avail Mobile/DTH recharge, Utility Bill Payment's, Domestic Money Transfer, Fee Payment, Merchant Payment Services, etc. through Unimoni Wallet.

Unimoni Wallet must not be used to receive cash advances from Merchants or to facilitate the purchase of cash equivalents (travellers cheques, prepaid cards, money orders, etc.). Unimoni Wallet services shall not be used to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction. In particular, you shall not use Unimoni Wallet or process Payment Transactions in connection with the sale/purchase of goods or services, or other remittances that are prohibited & against the law of the land. Company reserves the right to suspend or terminate your use of Unimoni Wallet, in the event of non-compliance of the above.

6. Buyer Responsibility for Taxes

Payment of any applicable taxes (if any) arising from the use of Unimoni Wallet is customer's responsibility. Customer hereby agrees to comply with all the applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.

7. Validity, Refunds & Redemptions

Minimum KYC Unimoni Wallet Registration shall be valid for a period of 24 month (or such period as prescribed by RBI from time to time) from the date of successful registration before which it can be converted to full KYC wallet. All Payment Transactions processed through the Unimoni Wallet are non-refundable* to the customer and are non-reversible by Buyer through the Unimoni Wallet. The loaded amount is interest free & in the event of any request for closing of Unimoni Wallet, the balance shall be paid to the customer's designated bank account (if loaded through cash) or to the source account from where the wallet was loaded. Such refunds shall be made only after complying with the KYC requirements.

**If the Customer leaves the Merchant before they complete their service period, he/she shall not be entitled for refund of the paid service fees. Refunds, if applicable, at the discretion of the Management, will only be made to the debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require the Merchant to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.*

8. Limitations on the Use of Service

Issuer may establish general practices and limits concerning the use of Unimoni Wallet, including without limiting individual or aggregate transaction limits on the rupee amount or number of Payment Transactions during any specified time period(s), in accordance with the guidelines of the Reserve Bank of India. We do not warrant that the functions contained in Unimoni Wallet will be uninterrupted or error free and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures, mobile errors or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions).

9. Issuer Not A Banking Institution

Issuer processes Payment Transactions on behalf of Merchants. Issuer is not a bank. Funds held by the Issuer in connection with the processing of Unimoni Wallet Payment Transactions are not deposit obligations of the customer and are not insured for the benefit of customers by any governmental agency. Such funds are interest free and are maintained only for making payments to the participating merchants. No loan is permissible against such deposits.

10. Termination of Service

Issuer may, in our sole and absolute discretion without liability to you or any third party, terminate your use of Unimoni Wallet for any reason, including serious breach/violation of any Terms & Conditions. Upon termination, we have the right to prohibit your access to Unimoni Wallet until the breach/ violation is sorted out to the satisfaction of Issuer and regulatory authorities.

11. Unclaimed Property

If issuer is holding funds due to customer/ merchant arising from a Payment Transaction processed through Unimoni Wallet or otherwise, and the Company is unable to contact concerned customer/merchant and have no record of their use of Unimoni Wallet for several years, applicable law may require the Company to report these funds as unclaimed property. In such events, the Company will try its best to locate such customer/ merchant at the address provided at the time of registration/ last updated address. But if unable to locate, Company may be required to deliver any such funds to the applicable state as unclaimed property. Company reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

12. Privacy

Customer understand and agree that personal information provided to the Company via this application is subject to the Unimoni Wallet Privacy Policy**.

***This Privacy Policy applies to all of the products, services and websites offered by the Company. If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at customercare.india@unimoni.com Company reserves the entire right to modify/amend/remove this privacy*

statement anytime and without any reason. Nothing contained herein creates or is intended to create a contract/agreement between Company and any user visiting the Company website or providing identifying information of any kind.

13. Intellectual Property

This application & Unimoni Wallet are the sole and exclusive property of the Company. Company retains all right, title and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) of the Site & Unimoni Wallet. The Site & Unimoni Wallet is protected by copyright, trademark, patent, trade secrets, unfair competition, and other laws of worldwide, through the application of local laws or international treaties. Any unauthorized use, reproduction or modification of this Site may violate such laws. Customer/Merchant shall immediately bring to the notice of the Issuer, all matters regarding infringement and/or misuse of the same, within their knowledge & information.

14. Use of Electronic Communications

Issuer may communicate with customer regarding Unimoni Wallet or other Services of the Issuer by means of electronic communications, including (a) sending electronic mail/text message to the email address/Mobile Number provided by customer at the time of registration, or (b) posting notices or communications on Unimoni Wallet website and such communications will be deemed to be received by the customer. Customer must/will keep themselves updated with such communications hosted in www.unimoni.in site and call toll free no 1800 102 0555 for any clarification/information.

15. Severability Assignment

The failure of Unimoni Wallet to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Unimoni Wallet shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

16. Indemnification

Customer agree to indemnify, defend and hold harmless Issuer and its affiliates, and its and their directors, managers, officers, owners, agents (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from:

- (i) their use of the Unimoni Wallet Service;
- (ii) any breach or non-compliance by them of any terms or any of Unimoni Wallet policies;
- (iii) any dispute or litigation caused by their actions, commission or omissions;
- or (iv) your negligence/violation of any law or rights of a third party.

It shall be the sole responsibility of the customer to safe keep the security keys (User ID, MPIN & OTP) provided by the Company. Customer shall be solely responsible and liable for any loss caused to him due to theft of mobile/any device (wherein the application is saved and operated) or use of your account by any unauthorised person (on ground of negligence or otherwise) and shall keep the Company indemnified against any claims/proceedings. Upon any theft/loss of the mobile or suspected unauthorised use, Customer should immediately take steps to block the Unimoni Wallet account by calling the customer care number of the Company or by visiting any branch.

17. Disclaimer of Warranties

THE UNIMONI WALLET SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE UNIMONI WALLET SERVICE, IS PROVIDED "AS IS" BASIS AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ISSUER AND ITS AFFILIATES, MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICE OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE UNIMONI WALLET SERVICE, OR FOR

ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE UNIMONI WALLET SERVICE. EACH UNIMONI WALLET PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICE, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE UNIMONI WALLET PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE ISSUER SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICE.

18. Limitations of Liability; Force Majeure

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL ISSUER BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY UNIMONI WALLET SERVICE, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE ISSUER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE ISSUERS TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO UNIMONI WALLET EXCEED THE NET FEES UNIMONI WALLET HAS ACTUALLY RECEIVED AND RETAINED FROM THE BUYER'S VALID PAYMENT TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, Issuer shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of the Issuer, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood, labour conditions, power failures and Internet disturbances. Company is not liable for the internet access device or password obtaining device used by the Customer (such as Computer or mobile phones, etc.) or proper functioning of its hardware or software before, during or after the use of Unimoni Wallet application/site. Company will not take the liability for any virus or unlawful downloads that Customer system may be exposed to while accessing the internet for using the application/site. Customer shall not raise any claim against the company for any unforeseen/ unanticipated events/situations including any technical/connectivity error of the system/server, which is beyond the control of the Company while using Unimoni Wallet services.

19. Insolvency Policy

In any event Company initiates insolvency petition, Company shall give due intimation to PPI holders to do balance transfers to beneficiaries. In which absence/otherwise, all escrow balances/methodology/quantum of compensations (if any) will be apportioned to creditors as per the order of the court

20. Assignment

The Company may assign its rights and obligations herein to its affiliates/third party entity in connection with a merger, takeover or the transfer of all or substantially all of the business and assets. Except as provided above in this clause, the Company may assign its rights and obligations under this Agreement to a third party and an intimation to this effect shall be made to the customer/merchant within one month of such assignment.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

22. Disputes

Unimoni Wallet may provide various tools to assist Customers in communicating with each other to resolve a dispute that may arise between Buyers and Merchants with respect to Unimoni Wallet transaction. Customer agree that you will not involve Unimoni Wallet in any litigation or other dispute arising out of or related to any transaction or arrangement purely between the customer and the Merchant, advertiser or other third party. If you attempt to do so, (i) you shall pay all costs and attorneys fees of Issuer and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below.

Any dispute/ controversy arising out or in connection with Unimoni Wallet shall be referred to an arbitrator appointed by the Issuer as per the Arbitration & Conciliation act, 1996 & its amendments (if any) & will be subject to the jurisdiction of courts at Kochi, Kerala, India.

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DND Policy

If you wish to stop any further sms/email alerts/contacts from our side, all you need to do is to send an email:-
customercare.india@unimoni.com with your mobile numbers and you will be excluded from the alerts list.

Headings to the Clauses of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

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