



Terms and Conditions for [Tokkei.club](https://www.tokkei.club)

Effective Date: September 01, 2025

These Terms and Conditions ("Terms") govern your access to and use of www.tokkei.club (the "Website"), operated by Machpay Fintech LLP, a company based in Chennai, India ("we," "us," or "our"). The Website provides payment solutions, including facilitating online transactions, payment processing, and related services (collectively, the "Services").

By accessing or using the Website or Services, you agree to be bound by these Terms. If you do not agree, you must not use the Website or Services. These Terms incorporate our Privacy Policy [[link to Privacy Policy](#)], which is hereby incorporated by reference.

We reserve the right to modify these Terms at any time. Changes will be posted on the Website with the updated effective date. Continued use after changes constitutes acceptance. Material changes will be notified via email or prominent notice on the Website.

Eligibility

To use the Services, you must be at least 18 years old (or the age of majority in your jurisdiction) and capable of forming a legally binding contract under Indian law. If you are using the Services on behalf of an entity, you represent that you have the authority to bind that entity to these Terms.

You must comply with all applicable laws, including the Information Technology Act, 2000 (IT Act), the Payment and Settlement Systems Act, 2007, and guidelines issued by the Reserve Bank of India (RBI), such as those on Know Your Customer (KYC), Anti-Money Laundering (AML), and Combating the Financing of Terrorism (CFT).

Creating an Account

To access certain features of the Services, such as processing payments or managing transactions, you must create an account ("Account"). During registration, you agree to:

- Provide accurate, current, and complete information, including your name, email, phone number, and any required KYC documents (e.g., PAN, Aadhaar, or other government-issued ID).
- Maintain and promptly update your Account information to keep it accurate.



- Safeguard your login credentials (username and password) and not share them with others.

You are responsible for all activities under your Account. Notify us immediately of any unauthorized access or security breach at [support email].

We may refuse registration or suspend/terminate your Account if we suspect fraud, violation of these Terms, or non-compliance with laws. KYC verification is mandatory for certain transactions as per RBI guidelines, and failure to complete it may limit your access to Services.

Do's and Don'ts

You agree to use the Services responsibly and in compliance with all applicable laws. Below is a non-exhaustive list of permitted ("Do's") and prohibited ("Don'ts") activities:

Do's:

- Use the Services for legitimate payment processing, such as e-commerce transactions, bill payments, or peer-to-peer transfers, in accordance with RBI regulations.
- Provide accurate transaction details and promptly respond to any verification requests.
- Report any suspicious activity or errors in transactions to us immediately.
- Comply with all tax obligations related to your transactions.
- Use the Website on compatible devices and maintain up-to-date security software.

Don'ts:

- Engage in illegal activities, including but not limited to money laundering, fraud, terrorism financing, or dealing in prohibited goods/services (e.g., narcotics, weapons, or counterfeit items) under Indian laws like the Narcotic Drugs and Psychotropic Substances Act, 1985, or the Arms Act, 1959.
- Use the Services for high-risk activities without prior approval, such as gambling, adult content, or multi-level marketing, unless compliant with applicable regulations.
- Transmit viruses, malware, or any harmful code that could damage the Website or other users' systems.
- Attempt to reverse engineer, hack, or interfere with the Website's security or functionality, in violation of the IT Act.
- Misrepresent your identity, forge headers, or impersonate others.
- Spam, harass, or send unsolicited communications through the Services.



- Violate intellectual property rights of others or us.
- Process transactions that infringe on third-party rights or are deceptive.

We monitor transactions for compliance and may report suspicious activities to authorities as required by law. Violations may result in Account suspension, termination, or legal action.

Fees

We charge fees for certain Services, as detailed below. All fees are in Indian Rupees (INR) unless otherwise stated and are exclusive of applicable taxes (e.g., GST).

- **Transaction Fees:** A percentage of the transaction amount (e.g., 2% for credit card payments) or a flat fee (e.g., INR 10 for UPI transfers), depending on the payment method and volume. Specific rates are displayed during transaction setup or in your Account dashboard.
- **Setup Fees:** One-time fees for Account activation or integration (e.g., INR 500 for API setup).
- **Subscription Fees:** For premium features, such as advanced analytics or higher transaction limits, charged monthly or annually (e.g., INR 999/month).
- **Other Fees:** Including but not limited to currency conversion fees (1-2%), dispute resolution fees (INR 200 per chargeback), or inactivity fees (INR 100 after 6 months of inactivity).

Fees are deducted automatically from your transactions or billed to your linked payment method. We may update fees with 30 days' notice. You are responsible for all fees incurred under your Account. Refunds are at our discretion, except as required by law (e.g., under the Consumer Protection Act, 2019).

For detailed fee schedules, refer to our Pricing Page [\[link\]](#).

About Other Websites and Links

The Website may contain links to third-party websites, services, or advertisements ("Third-Party Links"). These are provided for convenience only, and we do not endorse, control, or assume responsibility for their content, privacy practices, or availability.

Accessing Third-Party Links is at your own risk. We disclaim any liability for losses or damages arising from your use of them. Review the terms and privacy policies of third parties before interacting with them.



Account Deletion

You may request deletion of your Account at any time by:

1. Logging into your Account and selecting the "Delete Account" option in settings.
2. Emailing our support team at [support email] with your request and proof of identity.

Upon verification, we will process the deletion within 30 days, subject to legal retention requirements (e.g., for audit, tax, or RBI compliance, where data may be retained for up to 10 years). Deletion will terminate access to Services and erase non-essential data, but anonymized transaction records may be kept for statistical purposes.

We may also terminate your Account for violations of these Terms, inactivity, or legal reasons, with or without notice. Upon termination, any outstanding fees remain payable, and you must cease using the Services.

Description of Services

Our Services include payment gateway integration, transaction processing via methods like credit/debit cards, UPI, net banking, and wallets. We act as an intermediary and do not guarantee transaction success, which depends on factors like bank approvals or network availability.

Services are provided "as is" without warranties, except as required by law. We aim for high availability but are not liable for downtime due to maintenance, force majeure, or third-party issues.

Intellectual Property

All content on the Website, including text, graphics, logos, software, and APIs, is owned by us or our licensors and protected under the Copyright Act, 1957, and other IP laws. You are granted a limited, non-exclusive, revocable license to use the Services for personal or business purposes, subject to these Terms.

You must not copy, modify, distribute, or create derivative works without our written consent. User-generated content (e.g., transaction descriptions) grants us a perpetual, royalty-free license to use for providing Services.

Refunds and Disputes

Refunds for transactions are governed by the merchant's policy, not ours. We facilitate refunds upon merchant approval but charge applicable fees.



For disputes (e.g., chargebacks), you must provide evidence within timelines set by payment networks. Unresolved disputes may result in Account holds or fees.

Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for indirect, incidental, consequential, or punitive damages arising from your use of the Services, even if advised of the possibility. Our total liability shall not exceed the fees paid by you in the preceding 6 months.

This includes no liability for losses due to unauthorized transactions (unless due to our gross negligence), data breaches (beyond DPDPA requirements), or third-party actions.

Indemnification

You agree to indemnify and hold us harmless from any claims, losses, or damages arising from your violation of these Terms, misuse of Services, or infringement of third-party rights.

Governing Law and Dispute Resolution

These Terms are governed by the laws of India. Any disputes shall be resolved through arbitration in Chennai under the Arbitration and Conciliation Act, 1996, with one arbitrator appointed by us. Courts in Chennai shall have exclusive jurisdiction for interim relief.

Force Majeure

We are not liable for failures due to events beyond our control, such as natural disasters, wars, pandemics, or regulatory changes.

Severability

If any provision is held invalid, the remainder shall remain in effect.

Contact Information

For questions or grievances, contact our Grievance Officer