

## **GENERAL TERMS AND CONDITIONS FOR MERCHANT (“Merchant GTC”)**

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of a computer resource.

This Merchant GTC shall govern your obligation for enabling services provided by Bajaj Finance Limited (“BFL”) along with its technology service provider namely **PayU Payments Private Limited (“PayU”)**, whereby PayU shall provide and work as aggregate payment gateway solutions and/or payment intermediary and /or payment aggregator (hereinafter defined as “**PayU Services**”) to you or to the Customer and/or collect money for a specified purpose (*collectively referred to as “BFL Services”*);

When you use BFL Services, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Merchant GTC and shall be considered as part and parcel of this Merchant GTC. The Terms of Use of Bajaj Finserv for Business App, Privacy Policy/Terms and the Disclaimer form a part of this Merchant GTC. BFL reserve the right, at its sole discretion, to change, modify, add or remove portions of this Merchant GTC at any time without any prior written notice to you. It is your responsibility to review this Merchant GTC periodically for updates / changes. Your continued use of BFL Services following the posting of changes will mean that you accept and agree to the revisions.

This is an important document which you must consider carefully when choosing whether to use BFL Services at any time. Please read the terms of this Merchant GTC carefully before agreeing to it.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your business and your use of the BFL Services.

By clicking on the “**I Accept**” and/or “**Proceed**” and/or “**Next**” button or by such other method as may be prescribed by BFL below these Merchant GTC using the **Bajaj Finserv for Business App**. You expressly agree to have read, understood and accepted these Merchant GTC. If any of these terms conflict with any other document/electronic record in this behalf, these terms and conditions shall prevail, until further changes/ modifications are notified by the BFL.

These Merchant GTC are in addition the Terms of Use, Privacy Policy and Privacy Terms agreed by the Bajaj Finserv for Business App, and these Merchant Terms shall be read in addition such other terms.

By clicking on the ‘I Agree’ button, you through your authorized representative are expressing your interest in availing the BFL Services. You hereby (i) confirm that acceptance of these terms by your authorized representative (accepting these terms through the application), has an binding effect on you the merchant and (ii) confirm that your authorized representative (a) is at least 18 years of age, (b) can understand, read and access the world wide web / internet in English language, (c) has read, understood and agree to make you bound by the terms and conditions.

BFL SHALL HAVE DEEMED TO HAVE ACCEPTED THESE TERMS AND THE CONTRACT SHALL ONLY BE CONSIDERED TO BE DULY EXECUTED, VALID AND BINDING AFTER THE RECEIPT OF THE REQUIRED INFORMATION FROM YOU, DUE VERIFICATION OF THE SAME BY BFL AND A VERIFICATION OF THE CONTRACT BEING SENT BY BFL TO YOU AS MORE SPECIFICALLY STATED BELOW.

*In this terms the words “We”, “Us” or “Our” severely refers to the “Bajaj Finance Limited” or “BFL” and the word “You” or “Your” or “Merchant” refers to the Merchant represented by authorised representative of the Merchant accessing, browsing, downloading and using the **BFL Bajaj Finserv for Business App** (defined hereunder) for being onboarded as Merchant of BFL for offering BFL Products and Services*

### **1. DEFINITIONS**

For the purpose of this Merchant GTC:

“**Acquiring Banks**” shall mean various banks, financial institutions, Card Associations, payment system providers who are defined and licensed under the *Payment and Settlement Systems Act, 2007*.

**“Acquiring Bank Services”** shall mean the payment gateway system and services provided by the Acquiring Banks such as to (i) route internet based Valid Card transactions; (ii) offer various facilities through the internet, including Net Banking facilities; (iii) provide Authentication and Authorization from Card Associations or other third party clearing houses; and (iv) provide settlement facilities in respect of payment instructions initiated by the customers.

**“Applicable Laws”** shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law, including but not limited to Prevention of Money Laundering Act, 2002, Information Technology Act 2000 & rules, The Indian Contract Act 1872, The RBI Act, IRDA Act 1938, TRAI Act 1997, Banking Regulation Act 1949, The Insolvency and Bankruptcy Code, 2016 (IBC), Master Direction of RBI on the Issuance and Operation of Prepaid Payment Instruments in India, Guidelines of National Payments Corporation of India (“**NPCI**”), Payment and Settlement Systems Act, 2007, Indian Stamp Act & its state rules, Payment and Settlement Systems Regulations, 2008, and any other regulations / issued from time to time by Reserve Bank of India or any other government authority, implementing regulation or interpretation issued there under including any successor Applicable Law(s)/Regulations.

**"Authentication"** shall mean the process by which the Customer’s identification is authenticated by the Acquiring Banks.

**"Authorization"** shall mean the process by which the Issuing Institution and/or the relevant Card Association electronically or otherwise convey the approval of a) Transaction being undertaken by a Customer. at Merchant Site, provided that **only** for Transaction initiated through the Bajaj Finserv Pay Wallet such approval shall be processed by BFL for all other Transaction such approval shall be processed by PayU, in accordance with PayU Terms and Conditions.

**“Business Days”** shall mean any day on which Acquiring Banks/Issuing Institutions are open for business in India, other than Saturday, Sunday and any days declared by us and/or Acquiring Bank as a Holidays

**“BFL Services”** shall have the meaning ascribed to it in **Recital** provided above and/or such other services as may be made available by BFL, from time to time.

**“Bajaj Finserv Pay Wallet”** shall mean a prepaid instrument authorized under the Payment and Settlement Systems Act, 2007, issued by BFL to the Customer.

**"Card Association(s)"** shall mean any of Visa, MasterCard, Visa Electron, Maestro, Diners, American Express or any other card association as may be specified, from time to time.

**“Card Association Rules”** shall mean the written rules, regulations, releases, guidelines, processes, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Association, from time to time.

**“Chargeback”** shall mean reversal of the value of the Customer Charge with respect to any Transaction, inter alia, on account of (i) alleged forgery of the card number / bank account or other details (ii) any charge/debit made on a card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the transaction; or (iv) for other reasons as per applicable rules and guidelines issued by RBI, Card Associations, Acquiring Banks and Issuing Institutions.

**“Confidential Information”** shall mean any and all written, oral or other tangible or intangible form of information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), Customer data, Customer Transactions, Transactions, research, development, designs, drawings, blueprints, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing plans or techniques, technical, financial, or business information” trade secrets which includes but is not restricted to any portion or scientific or technical or proprietary information, design, process, procedure, formula or improvement which is not generally available to the public as delivered by either Party (“Disclosing Party” to the other Party (“Receiving Party”) within the framework of this Merchant GTC or resulting therefrom. Provided that confidential information disclosed orally or those produced by electronic media or through any other intangible means shall be deemed confidential if it is identified as being confidential if it is reduced in writing within (30) thirty days of the date of disclosure. Such writing shall specify the date, time, place, persons involved and the substance of the confidential information so disclosed.

**"Customer"** shall mean an individual(s) who purchases Products, offered by you by using BFL Services through EDC Devise or Website or Mobile Application i.e. Bajaj Finserv App or such other authorized application of various payment *modes including but not limited to* the wallets (*including* Bajaj Finserv Pay Wallet or any pre-paid instrument issued by any other party), debit card, credit card and / or unified payment interface, a payment platform offered by National Payments Corporation of India (‘**UPI**’).

**“Customer Bank Account”** shall mean a bank account and/or credit/ prepaid/ cash card account of the Customer with Issuing Institution.

**“Customer Charge”** shall mean the sale price of the Products purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Products that are to be paid by the Customer to the Merchant.

**“EDC Device”** shall mean hardware / machine used for (i) Payment settlement transactions, and/or (ii) accepting payments from Customers by the Merchant through the QR Code, Debit card, Credit Card, Prepaid Card (‘PPI’) , & UPI payment frameworks.

**“Issuing Institution”** shall mean a bank or financial institution or other legal entity, with which the Customer has a Customer Wallet (*including* Bajaj Finserv Pay Wallet ), a net banking account and/or which has issued the Valid Card to the Customers (explanation: except for debit card or credit card Transactions, the Issuing Institution of the Customer and the respective Acquiring Bank will be the same).

**“Merchant”** shall mean and include such merchants/dealer who wish to be empanelled with BFL for availing BFL Services on Merchant Site;

**“Bajaj Finserv for Business App”** shall mean and include a mobile software application/website-based application made available by BFL to be used for empanelling the Merchant(s);

**“Merchant Bank Account”** shall mean the bank account maintained and nominated by the Merchant for enabling payment and for settlement of Settlement Amount.

**“Merchant Site”** shall mean Merchants website, or EDC Device or QR Code or Mobile Application through which the Merchant is making available the Products to the Customers

**“Mobile Application”** shall mean a software application that runs on smart phones, tablet computers and other mobile devices, the contents of which are controlled, operated and owned and established by you, for the purposes of enabling the Customers to view Products and carry out Transactions for purchase of Products, offered on the Mobile Application.

**“Nodal Account”** shall mean an account maintained by BFL with scheduled commercial bank in respect of prepaid transactions initiated from Bajaj Finserv Pay Wallet (in accordance with the applicable RBI guidelines) and shall mean the account maintained by PayU in respect of Transactions initiated through UPI, Valid Card and/or net banking with any of the banks for the purpose of pooling the monies collected from Customers and facilitating the transfer of these funds in final settlement to the Merchant. .

**“Nodal Bank”** shall mean the bank(s) designated by **BFL or PayU** as the case may be, for the purpose of pooling the funds collected from Customers and facilitating the transfer of these funds in final settlement to Merchant(after deducting Service Fees).

**“Outstanding Amount”** shall mean the amount payable by Merchant to BFL, Acquiring Banks and/or Customers for any losses, costs, damages, penalties, Chargebacks, refund overdraft or credit problems suffered or incurred by the Customers, BFL and/or Acquiring Banks; any fees and other payments owed to BFL by you; and any claims or proceedings filed against BFL and/or Acquiring Banks by the Customers or any third Party.

**“Payment Mechanism”** shall mean the mechanism of making payment, like Valid Cards, net banking, UPI, pre-paid instrument, by utilizing the internet facilities of various Acquiring Banks, Card Associations, Payment Systems and through such other modes and mechanisms of payment as may be notified by BFL in accordance with Applicable Law.

**PayU Terms and Conditions** shall mean the Terms and Conditions provided by PayU as more specifically mentioned in the **Annexure A** of these terms, governing the services provided by PayU.

**“Products”** shall mean goods and/or services offered for sale by the Merchant through the Merchant Site.

**“RBI”** shall mean the Reserve Bank of India.

**“Service Fees”** shall mean the fee charged by BFL or PayU in connection with services from Merchant and/or such other fee as may be communicated by BFL, from time to time.

**“Settlement Amount”** shall mean Customer Charge minus the Service Fees and any other charges/fees/Outstanding Amount, payable by Merchant to BFL/PayU (*as the case may be*) under these Merchant GTC.

**“Transaction”** shall mean the transaction initiated by the Customer for payment of Customer charges on the Merchant Site for purchasing Products from the Merchant.

**“Valid Card”** shall mean any unexpired credit card or debit card which is issued by an Issuing Institution designated to issue a Visa, MasterCard, Visa Electron or a Maestro or cash card, pre-paid card or other card as may be specified by BFL from time to time. Provided that the card is not listed in current warning or restricted card bulletins or notices.

## **2. REPRESENTATION AND WARRANTIES**

You hereby represent and warrant to BFL that:

- a) you are eligible to register and use the BFL Service and have the right, power, and ability to enter into and perform the obligations as stated under these Merchant GTC;
- b) the name identified by you when you registered is your name or business name under which you sell/provide the Products to Customer
- c) you are duly organized and validly existing under the laws of the jurisdiction in which you are established;
- d) your obligations hereunder constitute legal, valid, binding and enforceable obligations; (f) the execution and delivery of these Merchant GTC and the consummation of the Transactions contemplated herein do not breach its organisational documents or any law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval;
- e) any sales Transaction submitted by you will represent a bona fide sale of Product by you;
- f) any sales Transactions submitted by you will accurately describe the Products sold and delivered to Customers;
- g) you will fulfil all of your obligations to each Customer for which you submit a Transaction and will resolve any consumer dispute or complaint directly with such Customers;
- h) you will not use BFL Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of BFL Services; your use of BFL Services will be in compliance with these Merchant GTC and Applicable Law;
- i) you have taken all necessary actions to authorize the execution, delivery and consummation of these Merchant GTC and this execution does not constitute a default and / or violation of any provision of applicable law or regulation or of the organizational documents or of any agreement, order, judgment, injunction, decree or other instrument by which you are bound;
- j) there are no judicial or administrative actions, proceedings, litigations or investigations (civil and/or criminal) pending or threatened against you, under Prevention of Corruption Act, Prevention of Money Laundering Act or any other anti-corruption legislation other than as disclosed;
- k) you have all the licenses, permits, authorisations, approvals and complies with security standards as required under Applicable Laws including necessary physical and technology infrastructure, skill, knowledge and resources to perform the obligations under these Merchant GTC

## **3. ELIGIBILITY**

By accessing BFL Services, you represent and confirm to BFL that, you are:

- a. 18 (eighteen) years of age or older;
- b. an Indian citizen, a legal resident of India or a business entity, authorized to conduct business in India;
- c. not 'incompetent to contract' within the meaning of the Indian Contract Act, 1972; and
- d. entering into and performing these Merchant GTC as or on behalf of the Merchant, as per Applicable Law.
- e. are not a person debarred from using the BFL website and/or receiving the BFL Services under the laws of India or other Applicable Laws.

## **4. APPROVAL AND REGISTRATION FOR AVAILING BFL SERVICES**

- a) At the time of registration, you are required to disclose the exact business category/business sub-category for which you will be using the BFL Services and only avail the BFL Services through your designated Merchant Site. You understand and acknowledge that in order to use the BFL Services for any other purpose, you shall notify BFL in writing of such change and such change will be subject to approval by BFL.
- b) In order to avail the BFL Services and Acquiring Bank Services, you must be approved by and registered with BFL, PayU, the Acquiring Banks and/or Nodal Bank. Any undertaking with respect to the BFL Services under this Merchant GTC shall be subject to BFL's, PayU's, the Acquiring Banks' and Nodal Bank's approval and completion of the registration process. By accepting the terms of this Merchant GTC, you agree to provide BFL with all such documents as required by BFL and its payment system solution provider PayU to register you with BFL and/or PayU, the Acquiring Banks and Nodal Bank. You authorize BFL to request for supplemental documentation at any time (before or after your BFL Service has been activated), in order to verify your identity, the accuracy of the information provided, legitimacy of your business, and/or your Customers, including a Customer report that contains your name and address, etc. If we cannot verify that this information is accurate and complete, we may deny your use of the BFL Services, in part or whole, at any time.

- c) You further understand and acknowledge that BFL, PayU, the Acquiring Banks and/or Nodal Bank have the right to withdraw their approval/consent at any time prior to or after commencement of the BFL Services.

## **5. BFL's RELATIONSHIP WITH MERCHANT**

- a) BFL is facilitating the Merchant in enabling payments initiated by their Customers at Merchant Site, though Bajaj Finserv Pay Wallet and/or through such other Payment Mechanism as made available by BFL through PayU as PayU Services.
- b) BFL will be acting as a referrer/lead generator for PayU Services and will referring the Merchants for enabling payments (for Payment Mechanism other than Bajaj Finserv Pay Wallet ) through PayU, such services shall be governed by PayU Terms and Conditions annexed below.
- c) BFL, on its own or through its partners, may create and provide QR codes for enabling Transactions at Merchant Site, allowing Customers to initiate payments through different Payment Mechanism
- d) The relationship between BFL and you is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between us hereto or any affiliates or subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

BFL has no connection or interest of whatsoever nature in your business or the Products offered/ marketed on the Merchant Site. BFL shall provide BFL Services to you, as an independent entity and under the terms and conditions of this Merchant GTC which will be powered by PayU. BFL has no relationship with the Customers and all actions under this Merchant GTC, which may affect the Customers are instructed by you. You alone shall be responsible to the Customers.

## **6. OBLIGATIONS TOWARDS PAYU (MERCHANT SITE PROVIDER), ACQUIRING BANKS AND CARD ASSOCIATION**

As you will be using the Acquiring Banks Services and Card Association Services, you undertake comply with all applicable rules, guidelines, instructions, requests and actions, etc., made by the Acquiring Banks and/or Card Associations from time to time. The Acquiring Banks and Card Associations may also put limitations and restrictions on you, at its sole discretion. In addition, the Acquiring Banks has the right to reverse/reject settlement, suspend and/or terminate services, make inspections or inquiries in relation to the Transaction, etc. You understand and acknowledge that the Acquiring Banks and Card Association Rules form a part of this Merchant GTC. In the event that your non-compliance of Acquiring Banks and/or Card Association Rules, results in any fines, penalties or other amounts being levied on or demanded of BFL by an Acquiring Bank and/or Card Association, *then without prejudice to PayU's other rights hereunder, you shall forthwith indemnify BFL in an amount equal to the fines, penalties or other amount so levied or demanded.* If you fail to comply with your obligations towards the Acquiring Banks and/or Card Associations and/or PayU Terms and Conditions, then BFL may suspend/terminate BFL Services forthwith.

## **7. CONNECTIVITY AND INTEGRITY**

You shall be responsible at your own costs for providing and maintaining necessary equipment, software and/or facilities (*as may be requested by BFL, from time to time*) at your end allowing you to connect the Merchant Site with the applications of BFL, for enabling the Transactions as contemplated in these terms.

## **8. AUTHORIZATION AND AUTHENTICATION OF TRANSACTION**

- a) The Acquiring Bank will authenticate, authorize, and process the payment instructions given by the Customers on the Merchant Site in respect of the Transactions upon fulfilment of valid criteria as set forth by the Acquiring Banks and the Card Associations from time to time and accordingly transfer such approved Customer Charge from the Customer Bank Account/ Customer Wallet to the Nodal Account.
- b) BFL, PayU, Acquiring Banks and/or Card Association may reject authorization of Transaction placed by the Customer for any reason including but not limited to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of banned items, use of compromised Valid Cards, use of blacklisted/banned cards or in accordance with the RBI, Acquiring Banks, Issuing Institution and/or Card Association rules, guidelines, regulations, etc and any other laws, rules, regulations, guidelines in force in India, etc.

- c) You acknowledge that as a risk management tool, BFL, and/or the Acquiring Banks reserve the right to limit or restrict transaction size, amount and/or monthly volume at any time. For the purpose of clarity such limitations or restrictions may be imposed for the following reasons including but not limited to limits/restrictions on the number of purchases which may be charged on an individual Valid Card or net banking account during any time period, rejection of Payment in respect of Customer Orders from Customers with a prior history of questionable charges, unusual monetary value of Transaction, etc. Further, as a security measure, BFL may at its sole discretion block any card number, account numbers, group of cards or Transactions from any specific blocked or blacklisted customer cards, accounts, specific, group of IP addresses, devices, geographic locations and / or any such risk mitigation measures it wishes to undertake.

## 9. MERCHANT AUTHORIZATION

- a) By accepting the terms of these Merchant GTC, Merchant authorizes: (i) BFL to hold, receive, disburse and settle funds on Your behalf in relation to the Transactions initiated by Customer through Bajaj Finserv Pay Wallet and (ii) PayU to hold, receive, disburse and settle funds on Merchants behalf in relation to the Transactions initiated through Payment Mechanism's other than Bajaj Finserv Pay Wallet .
- b) The funds so collected from the Customer through Payment Mechanisms shall be deposited in the Nodal Account(s) or in such other accounts as directed by regulators/RBI for such payments.
- c) Payment to the Merchant of the Settlement Amount will be done in Merchant's registered bank account, as provided by the Merchant through Bajaj Finserv for Business App or otherwise to BFL/PayU, as the case may be.

## 10. SERVICE FEES

Upon your successful registration as Merchant and in consideration of BFL Services, Merchant shall pay the BFL or PayU (*as the case may be*) the Service Fees or any other charges as may be prescribed from time to time. *Service Fee payable to PayU by the Merchant has been provided in PayU Terms and Conditions (in Annexure A).* BFL and/or PayU reserves the right to revise/add the Service Fees, provided same will be intimated to you within reasonable time through Bajaj Finserv for Business App or on the registered details of Merchant with BFL or PayU.

## 11. TERMS OF PAYMENT TO MERCHANT

Subject to any other Clause of this Merchant GTC and/or PayU Terms and Conditions, *BFL or PayU* as the case may be, will endeavour to instruct the Nodal Bank(s) to transmit the Settlement Amount for valid and approved Transactions from the Nodal Account to Merchant's registered bank account within the time period prescribed by RBI.

The transmission of the Settlement Amount to the Merchant's bank account shall be subject to reconciliation of the Customer Charge by the Acquiring Banks and/or PayU and/or the Nodal (s) Bank after actual receipt of Customer Charge in the Nodal Account(s).

*Notwithstanding* anything contained anywhere in this Merchant GTC, you hereby confirm and agrees that BFL, PayU, Acquiring Bank and/or Nodal Bank reserve the right to reject payments with respect to any Customer Charge for reasons including but not limited to unlawful, erroneous Transaction, Chargeback, refund, fraud, suspicious activities, card Authentication and Authorization issues, overpayment made due to mathematical errors or otherwise, penalties incurred, Transaction related issues, issues related to Product , Customer Charge, if the Transaction was not made in accordance with the requirements of BFL and/or the Acquiring Banks and/or Card Association and/or PayU.

In the event of rejection of payment with respect to Customer Charge, Chargeback, refunds or other Outstanding Amounts due to BFL/PayU, Acquiring Bank and/or the Customer by you, BFL and/or PayU and/or the Acquiring Bank reserve the right to reverse the credit given to the Merchant bank account or set-off the payment amount rejected, Chargeback or refunded or the Outstanding Amount against Settlement Amount payable to you. BFL/PayU and/or Acquiring Banks may also deduct the payment amount due from future Settlement Amounts payable to you with respect to subsequent Transactions.

All Settlement Amount due to you under this Merchant GTC may be suspended or delayed till such time as PayU/BFL, the Acquiring Banks and/or Nodal Bank(s) deems fit: if (a) you or your Customer or a third party commits any fraud or violates any law or legal requirement; (b) PayU/BFL and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Customers, PayU, Acquiring Banks or any third

party by you, your Customers, or any other third party; or has reason to believe that the Merchant or the Customer has in connivance with any other person done any fraud or assisted in the same; or any transaction has been fraudulently initiated; (c) you have excessive pending Chargebacks or poses high Chargeback and/or refund Risk; or (e) for any other reasonable reasons.

## 12. CHARGEBACKS

**Our Collection Rights for Chargebacks:** For any transaction that results in a Chargeback, we may withhold the Chargeback amount. We may debit the amount of any Chargeback and any associated Fees, fines, or from your Settlement Amount. If we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Merchant GTC until such time that: (a) a Chargeback is assessed due to a Customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation or Card Association Rules by which the Customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us with respect to collection of all Outstanding Amounts unpaid by you.

**Excessive Chargebacks:** If we determine that you are incurring an excessive amount of Chargebacks, BFL may establish controls or conditions governing the Transactions contemplated under this Merchant GTC, including without limitation, by (a) establishing new processing fees, (b) creating an reserve in an **amount** reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

**Contesting Disputed Transactions:** In the event of a Chargeback dispute relating to a Transaction contemplated under this Merchant GTC ("**Disputed Transaction**"), on any **grounds** whatsoever, BFL shall forthwith notify you of the same. On such notification you shall conduct an internal review of such matter and shall within **5 (five) days** from receipt of notice, revert to BFL in writing either:

- i. Requesting BFL to refund ("**Refund Request**") the Customer Charge Amount received by it in respect of such Transaction ("**Refund Monies**"); or
- ii. Providing BFL with a statement explaining how the Disputed Transaction is not warranted together with all documentary evidence in support of contesting such Disputed Transaction.

In the event that you: (a) provide a Refund Request to BFL; or (b) fail to provide Refund Request and fail to contest such Disputed Transaction within the aforesaid period or contests Disputed Transaction without providing supporting documentation to the satisfaction of BFL, Acquiring Banks, Card Association and/or Issuing Institution, BFL shall be entitled to recover the Refund Monies from Settlement Amount subsequently made to the Nodal Account. In the event that BFL is unable to recover the Refund Monies as aforesaid, due to the Settlement Amount credited to the Nodal Account being lower than the Refund Monies, BFL shall set-off the remaining Refund monies against the future Settlement Amounts payables to you and refund the same to the Customer. You shall be liable to make payment of the Refund Monies or part thereof which has not been recovered by BFL forthwith.

It is hereby agreed and acknowledged by the Parties that the Service Fees charged by BFL in respect of a Transaction that has been confirmed shall not be refunded or repaid by BFL to you or any other person irrespective of the Customer Charge being rejected, chargeback, refunded or disputed.

## 13. DELIVERY

You shall dispatch/render the Products to the Customer only upon receipt of transaction confirmation from BFL or PayU. BFL/PayU shall give confirmation only upon receipt of transaction confirmation in respect of the Transaction from the Acquiring Bank. BFL/PayU shall not be responsible for any Transactions that have not been confirmed with BFL/PayU by the Acquiring Banks.

You shall ensure to maintain proof of delivery with respect to each Transaction initiated through the Merchant Site for a period of at least one (1) year from the date of delivery. Proof of delivery shall be open for inspection by BFL/PayU and/or the Acquiring Banks at all times during working hours on Business Days. Notwithstanding any other Clause of this Merchant GTC, you understand that BFL/PayU and/or the Acquiring Bank and/or Nodal Bank reserve the right to call for proof of delivery, at any time, before and/or after settlement of Settlement Amount to the Merchant's Bank Account with respect to any Transaction. BFL/PayU and/or the

Acquiring Banks have the right to reverse Customer Charge amount to the Customers and/or reject the Customer Charge to Merchant, if proof of delivery is not provided in accordance to this Merchant GTC.

You shall deliver the Product within the delivery Due Dates specified at the time of making the transaction on the Merchant Site. If you are unable to deliver the whole or any part of the Transaction within the delivery Due Date, you shall forthwith inform the Customer and take immediate action to refund the Customer Charge in whole or in part as per the Customers instructions.

All risks associated with the delivery shall be borne solely by you and not BFL. Any and all disputes regarding quality, merchantability, non-delivery, delay in delivery or otherwise shall be resolved directly between the Customer and you without making BFL and/or the respective Acquiring Bank a party to such disputes.

#### **14. REFUNDS AND RETURNS POLICY**

By accepting to use BFL Services, you agree to process returns of, and provide refunds and adjustments for, Products sold and/or payment collected through the Merchant Site in accordance with this Merchant GTC, the Acquiring Banks' instructions and Card Association Rules. You shall (a) maintain a fair refund, cancellation or adjustment policy; (b) disclose its return or cancellation policy to Buyers, (c) not give cash refunds to its Buyers in connection with a card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the Customer for postage that the Customer paid to return merchandise. If the Customer accepts returns and makes an uneven exchange of Products (e.g., the sales price is not the same), you must issue a credit for the total amount of the Products being returned and the Users must complete a new sale for any new Products. Please be aware, that if your refund policy prohibits returns or is unsatisfactory to the Customer, you may still receive a chargeback relating to such sales.

#### **15. CUSTOMER SUPPORT**

All Customer service issues relating to the Transaction, Products sold on its Merchant Site including but not limited to Customer Charge, order fulfilment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with its personnels, policies or processes, are solely your responsibility. In performing Customer service, you will always present itself as a separate entity from BFL.

You shall provide Customer support during all Business Days. Such support shall include appropriate notice to Customers of means of contacting you including e-mail address and telephone number, in the event the Customer has questions/queries regarding the nature or quality of the Product and the procedures for resolving disputes.

#### **16. INSPECTION**

You shall maintain records of such periodical checks in such manner as may be specified by BFL/PayU and/or the Acquiring Banks. BFL/PayU and/or the Acquiring Banks shall be entitled to check and audit your records and statements to ensure compliance with your obligations under this Merchant GTC at such intervals or times as BFL/PayU and/or the Acquiring Banks may deem fit. We and/or the Acquiring Banks may also inspect your business location. If you refuse such inspection, your BFL Services may be terminated by BFL.

#### **17. MERCHANT'S RESPONSIBILITIES/COVENANTS:**

- a) In consideration of BFL providing BFL Services, the Merchant hereby assures, undertakes and agrees as under: BFL shall not be liable for any risks associated with the delivery/purchase of the Products made available via the Merchant Site. Any and all the disputes regarding the quality, merchantability, non-delivery and delay in the delivery of the Products shall be resolved directly between the Merchant and the Customer and BFL shall not be made a party to any such disputes. The Merchant further covenants to ensure that it resolves all Customer concerns and disputes expeditiously in good faith to avoid escalations of the aforesaid disputes to BFL.
- b) BFL shall not be liable to the Merchant for any loss or damage caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of the Customers access to Valid Card, use of Unified Payment Interface (UPI) or any other payment services/Payment Mechanism as facilitated by BFL including non-availability of internet /connectivity between the Merchant and BFL application /software. BFL does not warrant

that its BFL Services and third party payment solutions such as card payment and UPI will always be uninterrupted or free from errors and is not susceptible to any hacks, virus or other malicious, destructive or corrupting code, program or macro, However BFL confirms to the applicable Information Technology norms and practices as an endeavor to maintain its services interruption free and will on a 'best effort basis' to notify the Merchant of any known interruptions or downtimes.

- c) The Merchant agrees and confirms that the Products sold and the services rendered, through the Merchant Site shall, at all times, be marketed and/or distributed as the Products/services marketed / sold by the Merchant or the third party sellers as the case may be and the Merchant shall ensure that the Products are not mistaken or misrepresented as being associated with BFL. Merchant shall add necessary disclaimers to the Merchant Site such disclaimers as BFL may require from time to time in this regard.
- d) The Merchant shall provide all reasonable assistance to BFL for the prevention and detection of fraud in respect of usage of BFL Services and the payment solutions enabled as part of the BFL Services.
- e) The Merchant covenants and undertakes to provide BFL with any additional information or documents that BFL may require during the tenure of this arrangement to complete ongoing Merchant Know Your Merchant ("KYC") compliance, risk management and other guidelines issued by the Reserve Bank of India (RBI) or Bank / Financial Institution from time to time or as per BFL's internal risk program. Any non-compliance or delay shall entitle BFL to suspend or terminate the registration of the Merchant for usage of BFL Services. The Merchant also agrees to sign and deliver to BFL a Merchant Declaration/form/details in the format/manner as maybe prescribed by BFL from time to time.
- f) The Merchant shall allow BFL, without any charge/fees, to the use of its Intellectual Property Rights in the promotion, publicity and/or advertisement in any form and/or mode whatsoever in respect of the Services being offered by BFL under this arrangement. However, the rights conferred upon BFL by the Merchant under this clause shall terminate with the termination of this arrangement in accordance with the terms and conditions herein. For the purpose of this clause "Intellectual Property" shall mean the Trade name, logo, brand reference and other creatives of the Merchant that BFL will use for enabling the Services or for Merchant promotional campaigns for time to time.
- g) The Merchant is aware of the mode and manner in which digital payment systems operate and shall abide by guidelines, directions and general public announcements issued by the Reserve Bank of India, National Payments Corporation of India (NPCI) from time to time such as general information to carry out payment transactions securely like non sharing of UPI PIN, SMS, links from unknown ids and calls asking for security details.
- h) The Merchant shall without prejudice to BFL's other rights hereunder, forthwith make good the amount of fines, penalties, charges that are levied on BFL for Merchant breach of compliances and non-adherences to the terms stated herein.
- i) The Merchant shall facilitate transactions only in Indian Rupees.
- j) BFL may monitor transactions and basis our internal risk program and may take temporary or permanent action on Merchant's account in case we identify any unusual behavior, high risk transactions or any other related parameters. You give BFL rights to take action on you and also agree to report any suspicious, unusual or transactions qualifying any similar criterion to be reported to regulators, legal enforcement agencies and government within the provisions of Applicable Law.
- k) You shall duly fulfill all Transactions placed on the Merchant Site in accordance with the terms and conditions on the Merchant Site and instructions of the Customer. You undertake to ensure that the delivery of the Product is done as per specifications of the Customer.
- l) You will not offer out of stock Products for sale. You shall be solely liable for quality and efficiency and merchantability of the Products. Further the rates displayed on the Merchant Site shall include all applicable taxes
- m) You shall comply with all applicable laws, rules and regulations in offering the Products or collecting Payments on its Merchant Site and including without limitation the applicable RBI circulars in relation to electronic payment transactions, guidelines of card and payment gateway network, UPI. You shall ensure that all requisite approvals, licenses and registrations, etc in accordance with all laws, rules, regulations, guidelines in force in India from time to time, have been obtained and are kept in full force and effect to enable you to offer the Products for sale. You shall not conduct any business through the BFL Services or offer Products thereof in violation of any law or legal requirement of any applicable jurisdiction and shall keep BFL/PayU fully indemnified for all times to come in this regard.
- n) You shall not offer any Products, which are illegal or offensive or banned as per the list provided in **Schedule A** and/or are not in compliance with applicable laws, rules and regulations whether central, state, local or international of all jurisdiction from where the Customers avail the Products. In addition, you shall comply with and shall ensure compliance by the Customers with all applicable guidelines, rules, regulations issued by RBI and guidelines set by BFL, Acquiring Banks and/or Card Associations. You agree and understand that BFL reserves the right to suspend Settlement Amount and/or BFL Services to you until such time that you do not discontinue selling such banned/illegal Products or does not conform to all applicable laws and regulations in

force from time to time. In addition, BFL reserves the right to terminate this Merchant GTC without further notice in the case of breach of this Clause.

- o) You shall ensure that appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers, terms of use pertaining to the Merchant Site, the terms of the Products provided by you and terms of paying the Customer Charge are displayed conspicuously on the Merchant Site in accordance with the terms of this Merchant GTC (collectively “**Merchant Terms**”). You shall prior to accepting any instructions from the Customers ensure that the Customers accepts all the Merchant Terms and other conditions. BFL reserves the right to inspect the Terms at any times.
- p) You shall have the marketable and legal right and title to sell Products offered by it to the Customers by using BFL Services.
- q) In the event any Customer complaints or is dissatisfied with any Product, you shall take such measures as may be required to resolve the same at its sole cost and expenses.
- r) You shall ensure that the best service standards in the industry are adopted and shall ensure Delivery of all Products paid for on the Merchant Site to Customers in accordance with the highest standards.
- s) You agree to put up such notices, disclaimers or warranties as may be required by BFL and/or the Acquiring Bank/PayU, from time to time and you shall comply with such request forthwith.
- t) You shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Products, which are offered to the Customer on Merchant Site.
- u) You hereby agree that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Customer Charge and BFL Services provided under this Merchant GTC.
- v) .You shall in writing inform BFL of all changes in its constitution, directors/partners/trustees, or change in the current addresses of each office, within seven (7) Business Days of such change having taken place listing out the names and details of the personnel in charge of your management and affairs. Such intimation shall be provided on your letterhead signed by your authorized signatory.
- w) You shall not engage in activities that harm the business and/or brand of BFL, the Acquiring Banks and/or card associations and/or PayU.
- x) You agree that BFL reserves a right to suspend the payment and/or BFL Services provided herein, forthwith, in event you fail to observe the terms and conditions herein.

## **18. TERMINATION BY EITHER PARTY**

- a) Merchant GTC may be terminated by either Party by giving 60 (Sixty) days prior written notice to the other Party.
- b) Either Party may terminate this Merchant GTC forthwith in the event:
  - i. the Party discovers at any stage that the other Party is in violation of any law or regulation;
  - ii. the other Party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for it or for a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 (ninety) Business Days;
  - iii. the other Party goes into liquidation either voluntarily or compulsorily;
  - iv. the other Party is prohibited by any regulatory or statutory restriction from continuing to provide services under this Merchant GTC.

## **19. TERMINATION BY BFL**

BFL shall terminate this Merchant GTC forthwith, if the Merchant fails to perform its obligations hereunder or is in breach of any terms and conditions of this Merchant GTC.

The termination under this Clause is in addition to and without prejudice to the termination rights which PayU may have under any other Clause in this Merchant GTC.

## **20. CONSEQUENCES OF TERMINATION**

The termination of this Merchant GTC shall not affect the rights or liabilities of either Party incurred prior to such termination. In addition, any act performed during the term of this Merchant GTC which may result in a dispute post termination or any provision expressed to survive this Merchant GTC or to be effective on termination or the obligations set out in this Clause shall remain in full force and effect notwithstanding termination. Subject to other Clauses of this Merchant GTC, both Parties shall undertake to settle all outstanding charges within 30 (thirty) days of the termination taking effect.

Where any payments claimed by BFL exceeds the Settlement Amount due to you the difference thereof shall be a debt due from you to BFL and be forthwith recoverable by appropriate legal action, as deemed fit by PayU. Without prejudice to BFL's rights and remedies, in the event that you do not make any payments to BFL by its due date or on demand as required under this Merchant GTC, BFL shall be entitled to charge daily compounded interest on such overdue amount from the due date until the date of Settlement Amount in full, at the rate of 3% per month. This section shall not preclude PayU from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

All materials, documentation, instruction manuals, guidelines, letters and writings and other materials issued by BFL from time to time in respect of this Merchant GTC, whether in respect of the utilization of the internet payment gateway or otherwise shall be returned by you to BFL upon termination.

You agree and confirm that you shall remain solely liable after the termination of this Merchant GTC for all Chargebacks, refunds, penalties, loss, damages or cost incurred by BFL, Acquiring Banks, Card Associations and/or Customers and for all claims and proceedings arising against BFL and/or Acquiring Banks with respect to this Merchant GTC. At the time of termination, BFL may retain such amount from the withheld(if any) and Settlement Amount payable to you (including Settlement Amounts withheld) as may be determined by BFL to cover chargeback risk, refund risk or any potential loss, damages, penalties, cost that may be incurred by BFL, Acquiring Banks, Card Associations and/or Customers for a period of 6 (six) months from date of termination your relationship with BFL. Subject to this Clause and any other Clause of this Merchant GTC, all settlement to you after notice of termination shall be done post termination. In the event that such retained amount is not sufficient to cover all Outstanding Amounts owed by you post termination, you shall ensure that it pays BFL all pending amounts within 7(seven) days of receiving the demand notice and shall at all times keep BFL indemnified in this respect. This Clause survives the termination of this Merchant GTC.

## **21. USE OF INTELLECTUAL PROPERTY RIGHTS:**

Merchant hereby grant to BFL to use, display and reproduce its name, brand name, logo, wordmark, trademark, service marks ("Marks") on a non-exclusive, royalty-free basis, solely in connection with the sales, marketing and advertising BFL Services provided to you to the public. You hereby release BFL from all liability relating to the publication or use of the Marks for such purpose. Merchant hereby confirms that it has the requisite right to use the said Marks and to grant permission to use as stated herein. You shall retain all intellectual property rights in such marks.

You shall prominently display on its website and/or in other online marketing materials, a statement/logo/marks/image provided by BFL relating to BFL Services. You must only use the logos/marks/images provided by BFL and no other.

Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Parties without prior written consent of the other Party, and the usage shall be in compliance with this Merchant GTC and such approval and policies as may be notified from time to time. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.

## **22. CONFIDENTIALITY**

The Parties agree to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. Dissemination of Confidential Information by each Party shall be limited to those employees with the need to such access for the advancement of the goals anticipated under this Merchant GTC.

The Parties shall at no time disclose or allow its officers, directors, employees, representatives or subcontractors to disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party. The Parties agree to protect the Confidential Information of the other with the same standard of care and procedures used by themselves to protect their own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The obligations set out in this Clause shall not apply to Confidential Information that:

- (a) is or becomes publicly known other than through breach of this Clause;
- (b) is in possession of the receiving Party prior to disclosure by the other Party;
- (c) is independently developed by the receiving Party;

- (d) needs to be disclosed to professional advisers or in accordance with the order of a competent court or administrative authority;
- (e) is thereafter rightfully furnished to such receiving Party by a third party without restriction by that third party on disclosure; or
- (f) is required by law, judicial court, recognized stock exchange, government department or agency or other regulatory authority, provided that sufficient notice is given of any such requirement, by the receiving Party to the disclosing Party, in order that the disclosing Party may seek for an appropriate protective order or exemption from such requirement, prior to any disclosure being made by the receiving Party and/or its Affiliates.

Such obligation of confidentiality shall continue for a period of 1 (one) year after the termination or expiry of this Merchant GTC.

## **23. INDEMNITY**

You undertake and agree to indemnify, defend and hold harmless BFL and/or the Acquiring Banks and /or PayU including their officers, directors and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of: -

- a. breach or non-performance by you of any of your undertakings, warranties, covenants, declarations or obligations under this Merchant GTC;
- b. breach of confidentiality and intellectual property rights obligations by you;
- c. any claim or proceeding brought by the Customer or any third party against BFL and/or the Acquiring Banks in respect of any Products or Services offered by you;
- d. any claim or proceeding brought by the Customer or any third party against BFL and/or the Acquiring Banks/PayU in respect of BFL Services;
- e. any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by you, your employees, contractors, agents, Customers or any third party;
- f. any hacking or lapse in security of the Merchant Site or the Customer data;
- g. Chargebacks or refunds relating to the Transactions contemplated under this Merchant GTC;
- h. breach of law, rules regulations, legal requirements (including RBI regulations, Card Association Rules, Acquiring Bank rules) in force in India and/or in any place from where the Customers is making the Transaction and/or where the Product is or to be Delivered and/or where the respective Issuing Institution is incorporated/registered/established; or
- i. any fines, penalties or interest imposed directly or indirectly on BFL on account of your default or Transactions conducted through Merchant Site under these Terms and Conditions.

The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Merchant GTC. The indemnities provided herein shall survive the termination of this Merchant GTC.

## **24. LIMITATION OF LIABILITY**

Notwithstanding anything stated under this Merchant GTC and subject to the Applicable Law, the aggregate liability of BFL to you from any cause whatsoever shall not in any event exceed the sum equivalent to INR 1000 (Thousand rupees). Provided that BFL shall not be liable to you for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if you have been advised in advance of the possibility of such loss, cost or damages. In no event shall BFL be liable to the Customers or any third party. In no event shall the Nodal Bank or the Acquiring Bank be liable to you in any way under this Merchant GTC.

## **25. DISCLAIMER**

BFL will make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything in this Merchant GTC, the BFL Site, BFL Services and the Acquiring Bank's Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro and BFL and the Acquiring Banks disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose. Although BFL adopts security measures it considers appropriate for the offer of the BFL Service, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access to the BFL Service or your/Customer data. BFL shall not be responsible or liable if any unauthorized person hacks into or gains access to the BFL Service or to your BFL account, and Merchant

account. In event of incorrect settlement in the Merchant's Account due to error on the part of BFL or the Bank, BFL shall have the right to reverse the extra funds from the Merchant Bank Account. In addition, you shall be fully liable to return the extra funds settled within 5 (five) days of intimation by BFL. Subject to the other clauses of this Merchant GTC, in the event that the Settlement Amounts to be transferred to you have not been transferred, BFL shall endeavour to settle the relevant Settlement Amount to the Merchant's account within 5 (five) days of notification from you. In addition BFL shall not be liable to you for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage to the Customer's access to and/or use of the Merchant Site, BFL Services and/or the Payment Mechanism, interruption or stoppage of BFL Site, hacking or unauthorized access to the BFL Services, Software Application, Merchant Account, and Internet Payment Gateway, non-availability of connectivity between the Merchant Site and BFL Site, etc. Any material/information downloaded or otherwise obtained through the use of the BFL Services is done at your own discretion and risk and you will be solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from BFL or through or from the use of BFL Services shall create any warranty. BFL shall have no liability in this respect.

BFL's sole obligation and your sole and exclusive remedy in the event of interruption in BFL Site, or loss of use and/or access to BFL Site, the Acquiring banks Services and the Payment Mechanism and services, shall be to use all reasonable endeavours to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.

BFL or Acquiring Bank obligations under this Merchant GTC are subject to following limitations: -

- a. messages that originate from the server of your or the server of a third party designated by you (e.g., a host) shall be deemed to be authorized by you, and BFL shall not be liable for processing such messages;
- b. messages that originate from the cardholder are deemed to be authorized by the cardholder and BFL shall not be required to check its veracity and BFL shall not be liable for processing such messages;
- c. BFL or the Acquiring Bank are not responsible for the security of data residing on the your server or a third party designated by you (e.g., a host) or on the server of a cardholder or a third party designated by you/cardholder (e.g., a host); and
- d. BFL and/or the Acquiring Banks shall have no liability for any failure or delay in performing its obligations under this facility if such failure or delay: (i) is caused by the your acts or omissions; (ii) results from actions taken by BFL or the Acquiring Banks in a reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on cardholders/accounts; or (iii) is caused by circumstances beyond BFL control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of Force Majeure event.

## **26. ASSIGNMENTS**

BFL may assign, in whole or in part, the benefits or obligations of this Merchant GTC to its associates or affiliates of other group company, pursuant to a restructuring or re-organization or demerger of its organization or operations. BFL shall provide a thirty (30) days prior intimation of such assignment to you, which shall be binding on the Parties to this Merchant GTC.

## **27. FORCE MAJEURE**

BFL shall not be liable for its failure to perform under this Merchant GTC as a result of any event of force majeure events like acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of Statutory Authorities or local or Central Governments, change in Laws, Rules and Regulations, affecting the performance of BFL or the Acquiring Banks.

## **28. GOVERNING LAW AND JURISDICTION**

All transactions carried out in connection with through Bajaj Finserv for Business App mobile applications and Your entire relationship as contemplated herein shall be governed by the laws of India. You agree that all claims, differences and disputes which we may have shall be subject to the exclusive jurisdiction of the competent courts located in Pune, Maharashtra.

## **29. WAIVER**

Unless otherwise expressly stated in this Merchant GTC , the failure to exercise or delay in exercising a right or remedy under this Merchant GTC shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Merchant GTC shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

### **30. SURVIVAL OF PROVISIONS**

The terms and provisions of this Merchant GTC that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Merchant GTC.

### **31. SEVERABILITY**

If any provision of this Merchant GTC is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions of this Merchant GTC unlawful or otherwise ineffective, the remainder of this Merchant GTC shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

### **32. NON-EXCLUSIVITY**

It is agreed and clarified that this Merchant GTC is on a non-exclusive basis and the Parties are at liberty to enter into similar Merchant GTC s with others.

### **33. ENTIRE UNDERSTANDING**

Merchant GTC constitutes the entire understanding between the Parties and supersedes any previous agreement or understanding or promise between the Parties, relating to the subject matter of this Merchant GTC. All Schedules, Recitals and Annexure/Schedules to this Merchant GTC shall be an integral part of this Merchant GTC and will be in full force and effect as though they were expressly set out in the body of this Merchant GTC.

### **34. MODIFICATIONS AND UPDATES TO THE TERMS OF USE**

- (a) BFL reserves the right to make changes to, or update Bajaj Finserv for Business App applications, and/or to charge for its BFL Services, at any point of time and for any reason. You shall be required to download the updates, if You intends to keep using Bajaj Finserv for Business App. However, BFL does not promise/guarantee in any manner whatsoever about the continuous availability of the Merchant One App and/or that it shall always update Merchant One App so that same is relevant/accessible to you or that the updated versions of Bajaj Finserv for Business App will always be compatible with your mobile devices / computer /electronic operating systems.
- (b) BFL reserves the right, at its sole discretion, to change or otherwise modify these Terms/Service Fee at any time by posting an updated version on the Bajaj Finserv for Business App and/or on BFL website.
- (c) The updated version of these Merchant GTC shall supersede the previous version of the Merchant GTC and shall be immediately effective upon posting on the Bajaj Finserv for Business App and/or BFL website.

### **35. GRIEVANCES**

You can reach out to BFL, in case You have any concerns / grievances on below mentioned coordinates: Merchant.service@bajajfinserv.in

## SCHEDULE A

*Banned list of Products referred to in this Merchant GTC is as mentioned herein below:*

1. Securities including shares, bonds, debentures, share tips etc. and/or any other financial instruments/assets of any description.
2. Living, dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means. Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction. E.g Elephant Tusks, Rhino Horns, etc.
3. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments.
4. Drugs and drug paraphernalia which include illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms. Psychotropic (mood altering) substances, narcotics, intoxicants of any description, medicines, palliative/curative substances. Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical Practitioner. Herbal and Ayurvedic products.
5. Religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.
6. "Antiquities" and "Art Treasures".
7. Adult goods and services and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; Website access and/or Website memberships of pornography or illegal sites.
8. Body parts which includes organs or other body parts.
9. Child pornography which includes pornographic materials involving minors.
10. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials. Digital download/PDF (eBook, software) e.g.: Music/Movies: content downloaded from the internet and burned on CDs and sold as genuine.
11. Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled Software. E.g.: Downloaded software copied/ burned on a marketable CD and sold as authentic/ trial versions of software downloaded and sold as genuine. Bundled software is software distributed with another product such as a piece of computer hardware or other electronic devices or a group of software packages which are sold together and are released/ authorized by Manufacturers Only.
12. Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods.
13. Endangered species which includes plants, animals or other organisms (including derivatives) in danger of extinction.
14. Gaming/gambling which includes lottery tickets, contests, sports bets, memberships/ enrollment in online gambling sites, and related content.
15. Hacking and cracking materials which includes manuals, how-to-do guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property.
16. Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts.
17. Offensive goods which includes literature, products or other materials that:
  - a. Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors.
  - b. Encourage or incite violent acts.
  - c. Promote intolerance or hatred.
  - d. Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals.
18. Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives, fireworks and related goods; toxic, flammable, and radioactive materials and substances.
19. Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications.
20. Wholesale currency which includes discounted currencies or currency exchanges.
21. Any product or service which is not in compliance with all applicable laws and regulations of India or international, whether federal, state, local.

22. Businesses or websites that operate within the scope of laws which are not absolutely clear or are ambiguous in nature (e.g. Web-based telephony, Websites supplying medicines or controlled substances, websites that promise online match-making).
23. Businesses banned/kept strict vigil on, by law (e.g. Betting & Gambling/lotteries/sweepstakes & games of chance).
24. Unauthorized Wallet services.
25. Sites booking online appointments, websites selling VIA Call Centers.
26. Technical Support Eg: Web Hosting, SEO, Web designing, and allied services.
27. Pyramid/Referral Schemes Eg: A pyramid scheme/ referral scheme is an unsustainable business model that involves promising participants payment or services, primarily for enrolling other people into the scheme, rather than supplying any real investment or sale of products or services to the public.
28. Marketing – Bulk Emails, Bulk SMS's. Eg: mails/messages sent via mail servers and/or Bulk SMS service providers.
29. Spy Camera's and Likewise.
30. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles.
31. Drop-shipped merchandise. Eg: Drop shipping is a supply chain management technique in which the retailer does not keep goods in stock, but instead transfers customer orders and shipment details to either the manufacturer or a wholesaler, who then ships the goods directly to the customer.

In addition, the following activities are restricted and not permitted under this Merchant GTC:

1. Using BFL Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity;
2. Using BFL Services to make unsolicited offers, advertisements, proposals, or to send junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature;
3. Using BFL Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data collection and privacy;
4. Using BFL Services to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about Customers, registered recipients, or third parties without their consent;
5. Using BFL Services to collect legal fees;
6. Using BFL Services in order to act as a private banking institution;
7. Any activity which is in violation of the Competition Act 2002 and the rules and regulations framed thereunder;
8. Using BFL Services in any manner that could damage, disable, overburden, or impair BFL and/or Acquiring Bank, including without limitation, using the Services in an automated manner;
9. Using BFL Services, in any manner or for whatsoever purpose, to host, display, upload, modify, publish, transmit, update or share any Information that:
  - i. belongs to another person and to which the User does not have any right to,
  - ii. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever,
  - iii. harm minors in any way,
  - iv. infringes any patent, trademark, copyright or other proprietary rights of any third party,
  - v. violates any law for the time being in force,
  - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature,
  - vii. impersonate another person,
  - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, and
  - ix. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

## ANNEXURE-A

### (PAYU TERMS AND CONDITIONS)

*PayU is offering its services to the Merchant through the Bajaj Finserv Limited ("BFL") application to enable the Merchant to accept payments made by way of UPI or Valid Cards. By clicking the acceptance button, the Merchant acknowledges that it has reviewed and accepts all of the terms and conditions of these GTCs and that you are duly authorized to act on behalf of Merchant and bind it to these GTCs. You must click the acceptance button before You can avail the services.*

#### **1. DEFINITIONS**

In these GTC's, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, namely:

- (a) **"Acquiring Banks"** shall mean various banks, financial institutions, Card Associations, payment system providers who are integrated with NPCI and who are authorized under the *Payment and Settlement Systems Act, 2007* or otherwise to provide acquiring services.
- (b) **"Acquiring Bank Services"** shall mean the payment gateway system and services provided by the Acquiring Banks such as to (i) route internet-based UPI and Valid Card transactions through the scanning of the QR Codes; (ii) provide Authentication and Authorization from Card Associations or other third party clearing houses; and (iv) provide settlement facilities in respect of payment instructions initiated by the customers.
- (c) **"Agreement"/ "GTC's"** shall mean these general terms and conditions including the schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference as maybe amended from time to time.
- (d) **"Applicable Law(s)"** shall mean any law, statute, ordinance, rule, regulation, directive, guideline, policy or other pronouncement, including judicial decisions, having the effect of law in India or elsewhere, order, decree, clearance, approval, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or Regulatory Authority whether in effect as of the date of this Agreement or thereafter, and in each case as amended.
- (e) **"Authentication"** shall mean the process by which the Customer and Customer Bank Account details are validated using the Acquiring Banks Services in relation to a payment Transaction initiated by a Customer.
- (f) **"Authorization"** shall mean the process by which (i) the Issuing Institution and/or the relevant Card Association electronically or otherwise convey the approval of the charge (i.e. if the Customer has a Valid Card and/or the required credit limit/ debit limit to pay the Customer Charge requested) on a Transaction being undertaken by a Customer and (ii) PayU using the Acquiring Bank's Services and the Acquiring Bank's necessary integration with NPCI for authorization of the initiated payment Transaction and passing of necessary authorization parameters to the Acquiring Banks confirm the success or failure status of the initiated Transaction..
- (g) **"Business Days"** shall mean any day on which Acquiring Banks are open for business in India, other than Saturday, Sunday and any days declared by PayU India and/or Acquiring Bank as a Holidays.
- (h) **"BFL PayU Partner Agreement"** shall mean and refer to the bilateral agreement entered into between BFL and PayU for *inter alia* referring the Merchant to utilize PayU Services, and subventing a portion of the Service Fee required to be paid by the Merchant under the terms of these GTCs.
- (i) **"Card Association(s)"** includes National Payment Corporation of India ("**Rupay**"), MasterCard International, Inc., ("**MasterCard**"), Visa U.S.A., Inc. ("**Visa**"), American Express ("**Amex**"), Diners Club and Discover and any other card organization offering credit, debit, pre-paid or any other card programs to Issuers.
- (j) **"Card Association Rules"** shall mean the written rules, regulations, releases, guidelines, processes, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Association.
- (k) **"Chargeback"** shall mean the approved and settled Valid Card or UPI Transactions which are at any time refused, debited or reversed from the Merchant Payout Account or from the Merchant bank account or from the Merchant's Settlement Amount in the Nodal Account (shall also include any similar debits to PayU bank accounts, if any, on account of any such refusal, debit or reversal as aforesaid) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto and are raised within the stipulated time-lines and as per the process stipulated under Card Association Rules and NPCI rules.
- (l) **"Confidential Information"** shall mean any and all written, oral or other tangible or intangible form of information,

discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, drawings, blueprints, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing plans or techniques, technical, financial, or business information” trade secrets which includes but is not restricted to any portion or scientific or technical or proprietary information, design, process, procedure, formula or improvement which is not generally available to the public as delivered by either Party (“**Disclosing Party**” to the other Party (“**Receiving Party**”) within the framework of this Agreement or resulting therefrom. Provided that confidential information disclosed orally shall be deemed confidential only if it is identified as being confidential and if it is reduced in writing within (30) thirty days of the date of disclosure. Such writing shall specify the date, time, place, persons involved and the substance of the confidential information so disclosed.

- (m) "**Customer**" shall mean an individual or legal entity, who/which purchases Product(s), offered by the Merchant at the Merchant Establishment using the QR Code from time to time.
- (n) "**Customer Bank Account**" shall mean a bank account or credit/ debit/ prepaid/ cash card account of the Customer with the Issuing Institution.
- (o) "**Customer Charge**" shall mean the sale price of the Product(s) purchased by the Customer plus the delivery charge (if any) and/or all other taxes, duties, costs, charges and expenses in respect of the Product(s)/payment that are to be paid by the Customer.
- (p) "**Governmental Authority**" or "**Regulatory Authority**" shall mean the Government of India or government of any province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a Government, including any Government authority, agency, department, board, commission or instrumentality of India, any court, tribunal or arbitrator; and any self-regulatory organization.
- (q) "**GST**" shall mean applicable Goods and Services Tax (including any statutory modifications(s) or re-enactment(s) thereof, for the time being in force, and the rules enacted thereunder).
- (r) "**Issuing Institution**" shall mean a bank or financial institution or other legal entity with which the Customer has a valid bank account and/or which has issued the Valid Card to the Customers.
- (s) "**Merchant Payout Account**" shall mean the domestic payout account of the merchant maintained by PayU.
- (t) "**Merchant Establishment**" shall mean the premise(s) of the Merchant which is/are owned or leased and possessed by the Merchant and used by it to sell the Product(s) to the Customers offline, wherein the QR Codes had been placed in terms of this Agreement.
- (u) "**NPCI**" shall mean the National Payments Corporation of India.
- (v) "**Nodal Account**" shall mean an account maintained by PayU with any of the banks for the purposes of pooling monies collected from Customers on behalf of the Merchant and facilitating the transfer of these funds in final settlement to the Merchant (after deducting Service Fee), pursuant to RBI notification DPSS.CO.PD.No.1102/ 02.14.08/2009-10, dated 24/11/2009 or any other RBI notifications/guidelines amended from time to time.
- (w) "**Nodal Bank**" shall mean the bank(s) holding the Nodal Account of PayU for the purpose of pooling funds collected from Customers on behalf of the Merchant and facilitating the transfer of these funds in final settlement to the Merchant (after deducting the Service Fee), pursuant to RBI notification DPSS.CO.PD.No.1102/ 02.14.08/2009-10, dated 24/11/2009 or any other RBI notifications/guidelines amended from time to time.
- (x) "**Outstanding Amount**" shall mean any amounts payable by the Merchant to PayU including, without limitation , any amounts payable to PayU, Acquiring Banks and/or Customers for any losses, costs, damages, penalties, Chargebacks, refunds, overdraft or credit problems suffered or incurred by the Customers, PayU and/or Acquiring Banks, any fees and other payments owed to PayU by the Merchant, and any claims or proceedings filed against PayU and/or Acquiring Banks by the Customers or any third Party.
- (y) "**Payment Apps**" shall mean third party payment application provider through which the Customer makes the payment to the Merchant.
- (z) "**Payment Mechanism**" shall mean the mechanism which enables the making and processing of payments through the QR Codes and shall include such other modes and mechanisms of payment as may be notified by PayU from time to time in this regard.

- (aa) **"PayU Services"** shall mean the service of offering collection and settlement of payments to Merchant(s) that they receive from their Customers carrying out purchase Transactions for Products at the Merchant using QR Codes.
- (bb) **"Privacy Policy"** shall mean the privacy policy of PayU updated on the following link: <https://payu.in/privacy-policy>.
- (cc) **"Product(s)"** shall mean goods and/or services offered for sale by the Merchant at the Merchant Establishment.
- (dd) **"QR Code"** shall mean an offline payment option being provided by BFL to the Merchant, so as to enable the Merchant's Customers to make payment by scanning the QR code through Payment Apps installed on the Customer's mobile phone. The QR Code will be provided by BFL and displayed at the Merchant Establishment. The QR Code are embedded with the technology stack provided by PayU to BFL.
- (ee) **"RBI"** shall mean the Reserve Bank of India.
- (ff) **"Reserve"** shall mean the interest free, refundable funds provided or replenished by the Merchant to PayU from time to time and shall include any reserves created by PayU by withholding any funds from the Settlement Amount(s).
- (gg) **"Service Fee"** shall mean the fee charged by PayU for providing PayU Services as more specifically mentioned at Schedule –A hereto, which is charged/levied by PayU on each and every Transaction processed using PayU Services in terms of this Agreement.
- (hh) **"Settlement Amount"** shall mean Customer Charge actually received by PayU in the Nodal Account minus the Service Fee and any other charges/fees payable by the Merchant to PayU under this Agreement.
- (ii) **"Subvention Fee"** shall mean the portion of the Service Fee that BFL has agreed to subvent on behalf of the Merchant and will be paid by BFL to PayU, as per terms of the BFL PayU Partner Agreement.
- (jj) **"Transaction"** shall mean the successful processing of payment towards a transaction of purchase of any Products by the Customer by making payment of Customer Charge through the QR Code and the delivery of purchased Products and/or payment acknowledgement receipt to the Customer by the Merchant to the satisfaction of PayU.
- (kk) **"Valid Card"** shall mean any valid and unexpired credit card or debit card which is issued to a Customer by an Issuing Institution authorized to issue a Visa, MasterCard, Visa Electron, Maestro, Rupay, Discover, Amex or Diners and includes any cash card, pre-paid card or any other card as may be specified by PayU from time to time; provided that such card is not listed in any current warning or restricted card bulletins or notices and bears the signature of the person in whose name the card is issued.

## 2. SCOPE OF PAYU SERVICES

- 2.1. The Merchant represents that it intends to sell the Products at the Merchant Establishment and intends to collect payments from the Customers who make payments for the Products through the QR Code.
- 2.2. **Where the Merchant is the owner of the Merchant Establishment:** The Merchant agrees to the placing of QR Codes at the Merchant Establishment to enable the processing of payments of Transaction made by Customer using QR Code.
- 2.3. **Where the Merchant a lessee, licensee, or not the full owner of the Merchant Establishment:** The Merchant shall obtain all necessary permission/s from all concerned to permit the placing of QR Code at the Merchant Establishment to enable the processing of payments of Transactions made by Customer using QR Code.
- 2.4. PayU will act as an intermediary by creating a link between the Merchant and the respective Acquiring Banks, for enabling the Customers to make payment of Customer Charge for Transactions carried through the QR Codes using Acquiring Bank's Services.
- 2.5. In order to provide PayU Services, PayU has entered into agreements with various Acquiring Banks to enable use of internet payment gateways/Payment Mechanisms developed by them and process payments using QR Code.
- 2.6. Once the Customer initiates payment instructions through the QR Code, the Customer will be required to provide Valid Card details and/or other details in respect of UPI transaction as may be required as per the chosen Payment Mechanism. Thereafter, the Transaction will be directed to the respective Acquiring Bank payment processing system for Authorization and Authentication. In case of a Debit Card and/or Credit Card Transaction, the Acquiring Bank will further direct the Transaction to the respective Card Association. Once the payment instruction is Authenticated and Authorized in respect of a Transaction, the Acquiring Bank shall transfer such approved Customer Charge from the Customer Bank Account to

the PayU Nodal Account.

- 2.7. PayU will facilitate settlement of the Settlement Amount from PayU Nodal Account to the Merchant Payout Account.
- 2.8. The Merchant has directed and authorized PayU to receive, hold, disburse and settle the Customer Charge in accordance with and subject to the provisions of this Agreement.
- 2.9. Except as provided in these GTCs hereto, no right is granted to the Merchant or to any third party.

### **3. APPROVAL AND REGISTRATION TO AVAIL PAYU SERVICES/ACQUIRING BANK SERVICES**

- 3.1. The Merchant shall disclose the exact business category/business sub-category for which the Merchant will be using the PayU Services and shall only avail the PayU Services through the designated Merchant Establishment. In order to use the PayU Services for any other purpose, the Merchant understands and acknowledges that it shall notify PayU in writing of such change and such change will be subject to approval by PayU and may include other terms and conditions as PayU may deem fit.
- 3.2. The Merchant understands that in order to avail the PayU Services and Acquiring Bank Services, the Merchant must be approved by and registered with PayU, the Acquiring Banks and Nodal Bank. Any undertaking with respect to the PayU Services under this Agreement shall be subject to PayU's, the Acquiring Banks' and Nodal Bank's approval and completion of the registration process. The Merchant shall provide PayU with all such documents as required by PayU to register the Merchant with PayU, the Acquiring Banks and Nodal Bank. The Merchant further understands and acknowledges that PayU, the Acquiring Banks and Nodal Bank have the right to withdraw their approval/consent at any time prior to or after commencement of the PayU Services.

### **4. AUTHORIZATION AND AUTHENTICATION OF TRANSACTION**

- 4.1. The Transaction initiated shall be routed to the Acquiring Bank for authenticating, authorizing and processing the payment instructions given by the Customers through the QR Code available at the Merchant Establishment in respect of the Transaction, upon fulfillment of valid criteria as set forth by the Acquiring Banks, NPCI, Issuing Institution and the Card Associations from time to time and accordingly transfer such approved Customer Charge from the Customer Bank Account to the Nodal Account.
- 4.2. The Merchant understands that PayU, NPCI, Issuing Institution, Acquiring Banks and/or Card Association may reject authorization of Transaction placed by the Customer for any reason including but not limited to those relating to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of banned items, use of compromised Valid Cards, use of blacklisted/banned cards or in accordance with the RBI, Acquiring Banks, Issuing Institution, NPCI and/or Card Association rules, guidelines, regulations, etc. and any other laws, rules, regulations or guidelines in force in India.
- 4.3. The Merchant acknowledges that as a risk management tool, PayU and/or the Acquiring Banks reserve the right to limit or restrict Transaction size, amount and/or monthly volume at any time. For avoidance of doubt, such limitations or restrictions may be imposed for any grounds including but not limited to limits/restrictions on the number of purchases which may be charged on an individual Valid Card or Customer Bank Account during any time period, rejection of payment in respect of customer orders from a Customers with a prior history of questionable charges or unusual monetary value of Transactions. PayU and/or any third party Service Providers may at their sole discretion block any card number, account numbers, group of cards or Transactions from any specific blocked or blacklisted customer cards, accounts, specific group of internet protocol ("IP") addresses, devices, geographic locations and / or apply any such risk mitigation measures as they may deem fit.

### **5. PAYMENT TO PAYU**

- 5.1. In consideration for PayU Services, the Merchant agrees to pay PayU, Service Fees as detailed in **Part I of Schedule A**. The Service Fee shall be charged by PayU as a percentage of the Customer Charge payable to the Merchant in respect of each completed Transaction. PayU reserves the right to revise the Service Fee periodically, and PayU will intimate the Merchant of any such change within reasonable time.
- 5.2. The Merchant acknowledges pursuant to the BFL PayU Partner Agreement, BFL has agreed to bear the Service Fee payable by the Merchant in relation to processing of the payment Transactions using UPI Payment Mechanism. However, the Merchant acknowledges and confirms that the primary liability of payment of the Service Fee in relation to processing of the payment Transactions using UPI Payment Mechanism is of the Merchant.
- 5.3. The Merchant hereby unconditionally and irrevocably acknowledges and confirms that, where BFL does not make any

payments to PayU of the Subvention Fee by its due date or on demand as required under the BFL PayU Partner Agreement, PayU shall be entitled to deduct the same from the Settlement Amount payable to the Merchant and/or charge compounded interest on such overdue amount from the due date until the date of payment in full, at the rate of 2.5% per month. This clause shall not preclude PayU from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

- 5.4. The Merchant hereby acknowledges, undertakes and agrees to indemnify and keep PayU indemnified and hold harmless at all times in relation to any outstanding amount in relation to Service Fee, Outstanding Amounts, Subvention Fee and/or any loss/liability/claim arising due to non-payment of such amounts to PayU in terms of this GTCs.

## **6. TERMS OF PAYMENT TO MERCHANT**

- 6.1. On receipt of the Customer Charge in the PayU Nodal Account, PayU shall endeavor to instruct the Nodal Bank to transmit the Settlement Amount from the PayU Nodal Account to the Merchant Payout Account within the time period prescribed by RBI commencing from the date of Completion of Transaction.
- 6.2. The Merchant understands that the Transaction shall be completed only upon receipt of the Customer Charge in the PayU Nodal Account from the Acquiring Banks and reconciliation of the same by the Acquiring Banks, PayU and the Nodal Bank and subject to Merchant providing Proof Of Delivery in relation to the Transaction to PayU (only applicable upon PayU's demand) ("**Completion of Transaction**").
- 6.3. The Merchant shall be responsible and liable for the payment of all relevant taxes in relation to the payments made under this Agreement.
- 6.4. The Merchant further acknowledges that transmission of the Settlement Amount to the Merchant Payout Account shall be subject to reconciliation of the Customer Charge by the Acquiring Banks, PayU and the Nodal Bank after actual receipt of Customer Charge in the PayU Nodal Account.
- 6.5. The Merchant acknowledges, confirms and agrees that the Merchant shall be responsible for reconciliation of the Transactions processed under this Agreement with the Transaction details provided by PayU through the dashboard provided by BFL. The Merchant shall be solely responsible for reconciliation of the Transaction details and the respective Settlement Amount with the Transaction(s) made on Merchant Establishment using the PayU Services.
- 6.6. The Merchant acknowledges, confirms and agrees to report, any discrepancy arising due to, including without limitation, any error/fault/fraud/mismatch and/or any other reason or discrepancy whatsoever, to PayU immediately upon first knowledge of such discrepancy or within 5 days of settlement of the Settlement Amount in the Merchant Payout Account, whichever is earlier ("**Incident Reporting Timeline**"), failing which the reconciliation statement (available on the BFL dashboard or shared otherwise) shall be final and binding, with no further recourse and/or right to dispute the reconciliation statement or the Settlement Amount for such Transactions.
- 6.7. The Merchant hereby expressly and irrevocably acknowledges and agrees that PayU shall in no event be liable for any claims and/or losses and/or damages arising due to any discrepancy of any nature whatsoever unless raised within the Incident Reporting Timeline with PayU in terms of this Agreement and PayU hereby expressly disclaims any and/or all liability and/or obligations arising beyond the Incident Reporting Timeline.
- 6.8. The Merchant hereby agrees that all payments with respect to refunds and Chargebacks shall be the sole responsibility of the Merchant and PayU shall not be liable for any claims, disputes, penalties which may arise in connection with such refunds or Chargebacks to the Merchant or the Customer. The Merchant agrees to indemnify PayU in respect of any claims, disputes, penalties, costs and expenses arising directly or indirectly in relation to refunds or Chargebacks for all Transactions initiated and instructed at the Merchant Establishment. In the event of rejection of payment as specified herein, the Merchant shall be responsible to collect the payment from the Customer directly and in any case neither PayU nor the Acquiring Bank shall have any responsibility or liability in this regard.
- 6.9. Notwithstanding anything contained anywhere herein, the Merchant irrevocably and unconditionally confirms and agrees that that PayU, Acquiring Bank and Nodal Bank reserve the right to reject payments with respect to any Customer Charge for reasons including but not limited to unlawful, unenforceable, doubtful or erroneous Transaction, Chargeback, refund, fraud, suspicious activities, Authentication and Authorization issues, overpayment made due to mathematical errors or otherwise, penalties incurred, Transaction related issues, issues related to Delivery, Customer Charge or Product, if the Transaction was not made in accordance with the requirements of PayU and/or NPCI and/or Acquiring Banks and/or Card Association.
- 6.10. In the event of rejection of payment with respect to Customer Charge, Chargeback, refunds or other Outstanding Amounts due to PayU, Acquiring Bank and/or the Customer by the Merchant, PayU and/or the Acquiring Bank reserve the right to

reverse the credit given to the Merchant Payout Account or set-off the payment amount rejected, Chargeback, amount refunded or the Outstanding Amount against Settlement Amount payable to the Merchant. PayU and/or Acquiring Banks may also deduct the payment amount due from future Settlement Amounts payable to the Merchant with respect to subsequent Transactions.

- 6.11. If PayU and/or the Acquiring Banks determine that the Merchants are incurring an excessive amount of Chargebacks, PayU may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by (a) establishing new processing fees, (b) by requesting a Reserve in an amount reasonably determined by PayU to cover anticipated Chargebacks, (c) delaying payouts, and (d) terminating or suspending the PayU Services.
- 6.12. All Settlement Amount due to the Merchant under this Agreement may be suspended or delayed till such time as PayU, the Acquiring Banks and/or Nodal Bank deems fit, if (a) the Merchant or its Customer or a third party commits any fraud or violates any law or legal requirement; (b) PayU and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Customers, PayU, Acquiring Banks, NPCI, Card Association or any third party by the Merchant, its Customers, or any other third party; or has reason to believe that the Merchant or the Customer has in connivance with any other person done any fraud or assisted in the same; or any transaction has been fraudulently initiated; (c) the Merchants have excessive pending Chargebacks or poses high Chargeback and/or refund risk; (d) continuous non-delivery or delayed delivery of Products by Merchant to the Customers; or (e) for any other reasonable reasons.

## **7. OBLIGATIONS TOWARDS ACQUIRING BANKS AND NPCI AND CARD ASSOCIATION**

- 7.1. As the Merchant will be using the Acquiring Banks Services, NPCI services and Card Association Services, the Merchant shall comply with all applicable rules, guidelines, instructions, requests and actions, etc. made by the Acquiring Banks and/or NPCI and/or Card Associations from time to time. The Merchant further acknowledges that the Acquiring Banks, NPCI and Card Associations may also put limitations and restrictions on the Merchant, at its sole discretion from time to time. In addition, the Acquiring Banks has the right to reverse/reject payments, suspend and/or terminate services, make inspections or inquiries in relation to the transaction, etc. PayU reserves the right to suspend payments and/or terminate this Agreement in the event of breach of this clause by the Merchant. The Merchant understands that the Acquiring Banks Services, NPCI rules and Card Association Rules form a part of these GTCs. In the event that Merchant's non-compliance of Acquiring Banks and/or NPCI rules and/or Card Association Rules, results in any fines, penalties or other amounts being levied on or demanded of PayU by a Card Association, Acquiring Bank or NPCI, then without prejudice to PayU's other rights hereunder, Merchant shall forthwith reimburse PayU an amount equal to the fines, penalties or other amount so levied or demanded. If the Merchant fails to comply with its obligations towards the Acquiring Banks and/or NPCI and/or Card Associations, PayU may suspend or terminate its PayU Services and/or Settlement Amount forthwith.

## **8. CONTESTING DISPUTED TRANSACTIONS**

- 8.1. In the event of rejection or any Chargeback dispute relating to a Transaction contemplated under this Agreement ("**Disputed Transaction**"), on any grounds whatsoever, PayU shall notify the Merchant of the same. On such notification the Merchant shall conduct an internal review of such matter and shall, within the time period stipulated by the respective Acquiring Bank and/or NPCI and/or Card Association (as intimated in the notice), from receipt of notice, revert to PayU in writing either:
  - 8.1.1 Requesting PayU to refund ("**Refund Request**") the Customer Charge received by it in respect of such Transaction ("**Refund Monies**"); or
  - 8.1.2 Providing PayU with a statement explaining how the Disputed Transaction is not warranted together with all documentary evidence in support of contesting such Disputed Transaction.
- 8.2. In the event that Merchant provides a Refund Request to PayU or fails to contest such Disputed Transaction within the aforesaid period or contests Disputed Transaction without providing supporting documentation to the satisfaction of PayU, Acquiring Banks, NPCI, Card Association and/or Issuing Institution, PayU shall be entitled to recover the Refund Monies from credits subsequently made to the PayU Nodal Account. In the event that PayU is unable to recover the Refund Monies as aforesaid, due to the amounts credited to the PayU Nodal Account being lower than the Refund Monies, PayU shall deduct the remaining Refund Monies from the Reserve (if any) or set-off the remaining Refund Monies against the future payables to the Merchant and refund the same to the Customer. The Merchant shall be liable to make payment of the Refund Monies or part thereof which has not been recovered by PayU forthwith.
- 8.3. The Merchant acknowledges that it shall be liable for any fees and charges / penalties, determined by NPCI and/or Card Associations, at actuals including fees and fines arising due to incomplete documentation, associated with the Chargeback.
- 8.4. The Merchant hereby acknowledges and irrevocably agrees that the timelines for the Chargeback and other Transaction

related information (“**Chargeback Details**”) to deal with the Chargeback shall be guided by the timelines specified under the respective NPCI rules and/or Card Association Rules (“**Chargeback Timelines**”) from time to time. Where the Merchant does not provide Chargeback Details within the Chargeback Timelines and the Chargeback is settled in favor of the Customer, the Merchant hereby irrevocably agrees and authorizes PayU to deduct such Chargeback amount due from any amounts payable by PayU to the Merchant including, without limitation, any future Settlement Amounts payable to the Merchant with respect to subsequent Transactions.

- 8.5. The Merchant undertakes to provide PayU with an active electronic mail address (“**Email**”) for all communications to be sent by PayU to the Merchant arising under the terms of these GTCs including but not limited to the Chargeback details. The Merchant shall ensure that the Email is accessible by it at all times and shall promptly update the Email in the event of any change or modification. The Merchant hereby acknowledges and irrevocably agrees that where the Merchant does not respond to the communication sent by PayU on the Email or does not respond due to incorrect Email provided to PayU or due to non updation of the active Email, the Merchant will be solely responsible for any liability arising in connection herewith including but not limited to that of the Chargeback.
- 8.6. It is hereby agreed and acknowledged by the Parties that the Service Fee charged by PayU in respect of the Disputed Transaction shall not be refunded or repaid by PayU to Merchant or any other person.

## **9. RESERVE**

- 9.1. The Merchant agrees to provide PayU with Reserve of such amounts as may be requested by PayU from time to time to secure the performance of the Merchant’s obligations under this Agreement for reason such as high Chargeback risk, credit risk, refund overdraft risk, selling of banned items, non-payment of maintenance fees or other amounts payable to PayU or any other indications of performance problems related to Merchant’s use of the PayU Services. If the Merchant fails to provide PayU with Reserve within seven (7) days of receipt of notice for the same, PayU reserves the right to suspend and/or terminate the Settlement Amount payable to the Merchant or the PayU Services without further notice. PayU may use this Reserve to set-off any amounts including, without limitation, any Outstanding Amounts payable by the Merchant to PayU, Acquiring Banks and/or Customers.
- 9.2. In case the Settlement Amount payable to the Merchant and/or the Reserve (if any) is not sufficient to cover the Merchant’s Outstanding Amount, then the Merchant shall pay PayU and/or the Acquiring Banks the remaining amount due immediately upon request. PayU shall be entitled to charge daily interest on such Outstanding Amount from the date of request until the date of payment in full, at the rate of 1.5% per month. Provided that the above right of PayU to appropriate the Reserve and set-off the Outstanding Amount in the above manner shall be in addition to and reserving fully the right of PayU to recover all such losses, costs and damages etc from Merchant by any other means, which may be available to PayU under Applicable Laws. In addition, Merchant agrees to pay all costs and expenses including, without limitation, attorneys’ fees and other legal expenses, incurred by or on behalf of PayU in connection with the Outstanding Amount and the collection of same from the Merchant.

## **10. REFUND**

- 10.1. The Merchant agrees to process returns of, and provide refunds and adjustments for, Products sold and/or payment collected through the QR Code available at the Merchant Establishment in accordance with the GTC’s, the Acquiring Banks instructions and Card Association Rules. The Merchant understands that all refunds must be routed through the same Acquiring Bank through which the Transaction was made. In the event that the Merchant initiates refunds through any other mode, the Merchant shall be fully liable for all Chargebacks raised in respect of the Transaction refunded. The Merchant shall ensure that PayU at all times have sufficient funds of the Merchant to process refunds initiated. PayU shall not be liable to process any refunds initiated in the event of insufficient funds.
- 10.2. The Merchant understands that no chargebacks shall be processed by PayU after a period of: (i) 60 days from the date of the Transaction, in relation to a UPI Transaction; (ii) 210 days from the date of the Transaction, in relation to a Valid Card Transaction.
- 10.3. The Merchant shall: (a) maintain a fair return, cancellation or adjustment policy in accordance with its type of business; (b) disclose its return or cancellation policy to Customers at the time of purchase, (c) not give cash refunds to a Customer, unless required by Applicable Law, and (d) not accept cash or any other item of value for preparing a sale refund (e) refund transaction where the facility of online refund is provided, failing which the Merchant may present a refund letter on headed stationery and signed by authorized signatory(ies) (f) not process a refund transaction, unless there is a preceding corresponding debit on a Valid Card. The amount so refunded must be equivalent or lesser than the initial amount paid to the Merchant.
- 10.4. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as total during the purchase of the Product. The Merchant understands that if the refund policy prohibits

returns or is unsatisfactory to the Customers, the Merchant may still receive a Chargeback relating to the disputed Transactions.

- 10.5. It is hereby agreed and acknowledged by the Parties that the Service Fee charged by PayU in respect of a Transaction that has been confirmed shall not be refunded or repaid by PayU to the Merchant or any other person under any circumstances irrespective of the Customer Charge being rejected, Chargeback, refunded or disputed.

## **11. CUSTOMER SUPPORT**

- 11.1. The Merchant understands and acknowledges it shall be solely responsible for all Customer service issues relating to the Transaction, Products sold including but not limited to Customer Charge, order fulfilment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with its personnel, policies or processes. In performing Customer service, the Merchant will always present itself as a separate entity from PayU.
- 11.2. The Merchant shall provide Customer support as per their customer support policy (which is in accordance with the Applicable Laws including without limitation the Consumer Protection Act 2019).
- 11.3. Under no circumstances shall PayU be responsible for customer support to the Customer or any third party.

## **12. INSPECTION**

- 12.1. Except as required by law, the Merchant shall be solely responsible for (a) compiling and retaining permanent records of all Transactions and other data and (b) reconciling all Transaction information that is associated with the Customers.
- 12.2. The Merchant shall maintain records of such periodical checks in such manner as may be specified by PayU and/or Acquiring Banks and/or NPCI. In case, PayU, Acquiring Banks / RBI / NPCI/ regulator or any other person so authorized by PayU (“**Inspecting Parties**”) wants to have access or wish to conduct an inspection or audit of the records of Transactions, and other necessary information relating to all the services performed by Merchant, in such an event, the Merchant shall without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and review reports and Merchant shall co-operate and shall provide all assistance to the Inspecting Parties. Failure to do so on the part of the Merchant shall tantamount to breach of the terms of these GTCs and PayU reserves the right to suspend or terminate this Agreement forthwith, without assigning any further reason whatsoever.

## **13. OBLIGATIONS OF THE MERCHANT:**

- 13.1. With respect to the QR Codes, the Merchant hereby agrees assures, undertakes and covenants as under:
- a.) In order to enable Customers to make payment, the Merchants are required to display the QR Code and ensure that the Customer scans the correct QR Code.
  - b.) The QR Code is a dynamic QR Code and the amounts for the payments are to be entered into the Payment App by Customers. The Merchant shall ensure that a Customer must enter the exact amount to be payable by the Customer to the Merchants for the purchase of Products.
  - c.) Once the Customer completes the Transaction on the Payments App(s), the Merchant shall verify the same on the Customer’s mobile phone or other similar device and/or the dashboard provided by BFL. The Merchant shall be solely liable and responsible if the Merchant defaults in verifying the status of the Transaction on the Customer’s mobile phone or similar device.
  - d.) The Merchant shall also ensure that it delivers the Product to the Customer only when the Merchant receives a confirmation of ‘Successful Transaction’ from PayU. In the event the Merchant delivers the Product without such confirmation, the Merchant shall be solely liable for the consequences arising therefrom.
  - e.) In addition to QR Code, PayU may offer certain value-added services as well to the Merchant. Such value-added services will be offered to the Merchant at PayU’s sole discretion.
- 13.2. The Merchant shall duly fulfill all Transactions at the Merchant Establishment in accordance with the terms and conditions specified by the Merchant and on the instructions of the Customer.
- 13.3. The Merchant shall not offer out of stock Products for sale. The Merchant shall be solely liable for quality and efficiency

and merchantability of the Products. Further the rates displayed on the Merchant Establishment shall include all applicable taxes.

- 13.4. The Merchant shall comply with all Applicable Laws, rules and regulations issued by RBI and guidelines set by PayU, NPCI and/or Acquiring Banks and/or Card Associations in offering the Products or collecting Customer Charge at the Merchant Establishment. The Merchant shall ensure that all requisite approvals, licenses and registrations, etc. in accordance with all laws, rules, regulations, guidelines in force in India from time to time, have been obtained by itself and are kept in full force and effect to enable the Merchant to offer the Products for sale. The Merchant shall ensure that it shall not conduct any business through the PayU Services or offer Products thereof in violation of any law or legal requirement of any applicable jurisdiction and shall keep PayU fully indemnified for all times to come in this regard. In addition, PayU reserves the right to terminate this Agreement without further notice in the case of breach of this Clause.
- 13.5. The Merchant shall not offer any Products, which are illegal or offensive or banned as per the list provided in **Schedule A** of the GTC and/or are not in compliance with Applicable Laws, rules and regulations. The Merchant understands that the list stated in Schedule A is only for reference and may be updated from time to time on <https://www.payu.in/tnc> and the Merchant shall ensure compliance of the same. The Merchant agrees and understands that PayU reserves the right to suspend Settlement Amount and/or PayU Services to the Merchant until such time that the Merchant does not discontinue selling such banned/illegal Products or does not conform to all Applicable Laws and regulations in force from time to time. In addition, PayU reserves the right to terminate this Agreement without further notice in the case of breach of this Clause.
- 13.6. The Merchant shall have the appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers, terms of use pertaining to the Products, and terms of paying the Customer Charge displayed conspicuously in the Merchant Establishment in accordance with the terms of this Agreement (collectively “**Merchant Terms and Conditions**”). PayU reserves the right to inspect the Merchant Terms and Conditions at all times.
- 13.7. The Merchant shall prior to accepting any instructions from the Customers ensure that the Customers are duly informed about the cancellation policy, refund policy, privacy policies, disclosures/disclaimers, the terms of the Products provided by it and terms of paying the Customer Charge are displayed conspicuously at the Merchant Establishment in accordance with the terms of these GTCs.
- 13.8. The Merchant shall have the marketable and legal right and title to sell Products offered by it to the Customers by using PayU Services.
- 13.9. In the event any Customer complaints or is dissatisfied with any Product, the Merchant shall take such measures as may be required to resolve the same at their sole cost and expenses.
- 13.10. The Merchant shall put up such notices, disclaimers or warranties as may be required by PayU and/or the Acquiring Bank and the Merchant shall comply with such request forthwith.
- 13.11. The Merchant shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Products, which are offered by the Merchant.
- 13.12. The Merchant hereby agrees that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Settlement Amount and PayU Services provided under this Agreement.
- 13.13. The Merchant shall not require the Customer to provide the Merchant with any details of the accounts held by it with Issuing Institution. The Merchant shall not input any data on behalf of the Customers on the Payment App or the Acquiring Bank, failing which it will be considered as breach of trust of PayU and/or of the Acquiring Bank.
- 13.14. The Merchant shall ensure to keep confidential, all information submitted (if any) by the Customers at the Merchant Establishment. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Customer. The Merchant shall use the Customer data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party. The Merchant shall be liable to comply with existing data privacy regulations from time to time.
- 13.15. The Merchant shall in writing inform PayU of all changes in its current addresses of each office and authorised signatory, within seven (7) Business Days of such change having taken place. Such intimation shall be provided on the Merchant’s letterhead signed by the authorized signatory of the Merchant.
- 13.16. The Merchant shall not engage in activities that harm the business and/or brand of PayU, and/or the Acquiring Banks and/or Card Associations.

- 13.17. The Merchant shall not levy any additional cost/fee on the Customers in order to use the QR Code for making payments for the Products purchased by them from the Merchant Establishment.
- 13.18. The Merchant must indicate its acceptance of all the respective Acquiring Banks, Issuing Institutions and/or NPCI and/or Card Associations, whose Payment Mechanism is being used by the Merchant, whenever it communicates the payment methods it accepts to its Customers without prejudice to anyone of the Acquiring Banks, Issuing Institutions and/or Card Associations and/or NPCI. In the event that the Merchant decides to display the logos of the Acquiring Banks and/or Issuing Institutions and/or Card Associations whose Payment Mechanism it is providing as a option to its Customers on the Merchant Establishment and/or other marketing materials, the Merchant shall prominently displays the logos of all the respective Acquiring Banks and/or NPCI and/or Card Associations (being used to process Valid Cards) in the same manner and without prejudice to any one of them and in accordance with the guidelines and/or direction provided by the respective Acquiring Banks and/or Card Associations and/or NPCI. In addition, the Merchant shall not promote, dissuade or impose restrictions/conditions on any one Valid Card Payment Mechanism and/or Card Association over the other. Exceptions being limited time bound tactical marketing programs with one or more Acquiring Banks and/or Card Associations.
- 13.19. The Merchant shall be responsible to resolve all cardholder/Customer Bank Account holder disputes and provide whatever assistance necessary to assist the Acquiring Banks, Card Associations and PayU to deal with all cardholder/Customer Bank Account holder disputes at its own cost.
- 13.20. The Merchant authorises PayU to share Transaction data and Customer information with the respective Acquiring Banks, Issuing Institutions, NPCI and Card Associations.
- 13.21. The Merchant understands that PayU will collect, process, store and share the Customer and the Merchant transaction data including sensitive personal data of the customer and the Merchant, in accordance with applicable laws and in accordance with PayU's Privacy Policy. PayU or such third party with whom the data is shared, may at its sole discretion reach out to the Customer or the Merchant for any purpose including marketing any products or services;
- 13.22. The Merchant shall ensure that credit cards are not used, in any manner whatsoever, to collect loan repayments from their Customers or for any other purpose for which payment via credit card is prohibited under applicable laws;
- 13.23. The Merchant agrees that PayU reserves a right to suspend the Settlement Amount and/or PayU Services provided herein, forthwith, in event the Merchant fails to observe the terms and conditions herein.
- 13.24. The Merchant assures and guarantees to PayU that the Merchant complies with all government laws, rules, and regulations applicable to its business and supports the eradication of corruption. Consistent with the Anti-bribery/Anti-corruption, and Anti-money laundering, the Merchant has had a long-standing commitment to compliance with the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering ("Anti-Financial Crimes Laws") of all of the countries and territories in which the Company does business. The Merchant acknowledges and agrees to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws set out in Schedule C hereto.
- 13.25. The Merchant acknowledges and confirms that the Transactions made at Merchant Establishment are "across the counter transactions" and PayU shall have no liability of any nature whatsoever, including without limitation, in relation to non-delivery/merchantability/fitness for the purpose/return/quality in relation to the Product and any other obligations and the same shall be governed by the bilateral arrangement between the Merchant and the Customer. The Merchant hereby agrees to indemnify and hold harmless PayU in respect of any claims, disputes, penalties, liabilities, costs and/or expenses arising directly or indirectly in relation to the obligations undertaken by the Merchant in the sub clause.

#### **14. REPRESENTATIONS BY THE MERCHANT**

14.1. The Merchant represents, warrants and undertakes that:

- i. It is duly organized and validly existing under the laws of the jurisdiction in which it is established;
- ii. It has the requisite power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorized, executed and delivered by it;
- iii. It is and shall at all times during the term of this Agreement be in compliance with all the Applicable Laws.
- iv. Its obligations hereunder constitute legal, valid, binding and enforceable obligations; and

- v. The execution and delivery of this Agreement and the consummation of the Transactions contemplated herein do not breach its organizational documents or any law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval; and
- vi. The person executing this Agreement is duly authorized to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective Party accordingly.

## **15. USE OF INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF SOFTWARE APPLICATION**

- 15.1. The Merchant hereby grants to PayU the right to use, display and reproduce its name, brand name, logo, wordmark, trademark, service marks (“**Marks**”) on a non-exclusive, royalty-free basis, solely in connection with the sales, marketing and advertising of PayU Services provided to the Merchant to the public. The Merchant hereby releases PayU from all liability relating to the publication or use of the Marks for such purpose. The Merchant hereby confirms that the Merchant has the requisite right to use the said Marks and to grant permission to use as stated herein. The Merchant shall retain all intellectual property rights in such marks.
- 15.2. The Merchant shall prominently display on its website and/or in other marketing materials, a statement/logo/marks/image provided by PayU relating to PayU Services and that of the respective Acquiring Banks providing the Payment Mechanism. The Merchant must only use the logos/marks/images provided by PayU and no other. The Parties shall provide co-branding and promote PayU Services in all their advertisements, publications, marketing materials and websites.
- 15.3. Nothing contained herein shall authorize the Merchant to use, apply, invade or in any manner exploit or infringe the intellectual property rights of PayU without prior written consent of PayU, and the usage shall be in compliance with this Agreement and such approval and policies as may be notified from time to time. In addition, the Merchant undertake not to infringe the intellectual property rights of any third party.
- 15.4. The Merchant undertakes not to infringe the intellectual property rights of Acquiring Banks, NPCI, Card Associations and/or PayU respectively, whether directly or indirectly through any third party in the Acquiring Banks Services and software and/or PayU Services and Software Application.
- 15.5. The Merchant fully understands that due to use by Merchant of the PayU Services, PayU may create or generate database in respect of the Customers. All rights and ownership with respect to such database shall vest with PayU.

## **16. CONFIDENTIALITY**

- 16.1. The Parties agree to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. Dissemination of Confidential Information by each Party shall be limited to those employees with the need to such access for the advancement of the goals anticipated under this Agreement.
- 16.2. The Parties shall at no time disclose or allow its officers, directors, employees, representatives or subcontractors to disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party. The Parties agree to protect the Confidential Information of the other with the same standard of care and procedures used by themselves to protect their own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 16.3. The obligations set out in this Clause shall not apply to Confidential Information that:
  - i. is or becomes publicly known other than through breach of this Clause 16;
  - ii. is in possession of the Receiving Party prior to disclosure by the Disclosing Party;
  - iii. is independently developed by the Receiving Party;
  - iv. needs to be disclosed to professional advisers or in accordance with the order of a competent court or administrative authority;
  - v. is thereafter rightfully furnished to such Receiving Party by a third party without restriction by that third party on disclosure; or
  - vi. is required by law, judicial court, recognized stock exchange, government department or agency or other regulatory

authority, provided that sufficient notice is given of any such requirement, by the Receiving Party to the Disclosing Party, in order that the Disclosing Party may seek for an appropriate protective order or exemption from such requirement, prior to any disclosure being made by the Receiving Party and/or its Affiliates.

- 16.4. Such obligation of confidentiality shall continue for a period of 1 (one) year after the termination or expiry of this Agreement.

## **17. RELATIONSHIP BETWEEN THE PARTIES**

- 17.1. The relationship between PayU and the Merchant is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.
- 17.2. PayU has no connection or interest of whatsoever nature in the business of the Merchant or the Products offered/ marketed at the Merchant Establishment. PayU does not in any manner take part in the business of the Merchant, directly or indirectly. PayU shall only provide PayU Services to the Merchant in relation to the Merchant, the Customers and the Acquiring Bank, as an independent entity and under the terms and conditions of this Agreement. For the PayU Services provided by PayU, it shall be paid an agreed Service Fee by the Merchant as stipulated in this Agreement and PayU is nowhere connected or concerned about the revenues of the Merchant or the Acquiring Banks.
- 17.3. PayU has no relationship with the Customers and all actions under this Agreement which may affect the Customers are instructed by the Merchant. The Merchant alone shall be responsible to the Customers and neither PayU nor the Acquiring Bank or anybody connected to PayU or Acquiring Bank shall have any responsibility or liability towards the Customers and the Merchant shall keep PayU and Acquiring Bank fully indemnified for all times to come in this respect. PayU shall neither handle any physical payments to the Merchant nor operate the bank account(s) of the Merchant on its behalf, under any circumstances.
- 17.4. PayU is neither concerned nor required to monitor in any manner the use of the payment modes by the Customers for procuring / availing the Products of the Merchant. The Customers should be required to use the payment modes at their sole option and risks.

## **18. INDEMNITY**

- 18.1. The Merchant hereby undertakes and agrees to indemnify, defend and hold harmless PayU and/or the Acquiring Banks including their officers, directors and agents from and against all actions, proceedings, claims (including third party claims), direct liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:
- i. breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or representations under this GTCs;
  - ii. breach of confidentiality and intellectual property rights obligations by the Merchant;
  - iii. any claim or proceeding brought by the Customer or any third party against PayU and/or the Acquiring Banks in respect of any Products or services offered by the Merchant;
  - iv. any claim or proceeding brought by the Customer or any third party against PayU and/or the Acquiring Banks in respect of PayU Services;
  - v. any wilful act, deed, gross negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, contractors, agents, Customers or any third party;
  - vi. any lapse in security resulting in breach of the Customer data;
  - vii. Chargebacks or refunds relating to the Transactions contemplated under this Agreement; or
  - viii. breach of law, rules regulations, legal requirements (including RBI regulations, Card Association Rules, Acquiring Bank rules) in force in India and/or in any place from where the Customers is making the Transaction and/or where the Product is or to be Delivered and/or where the respective Issuing Institution is incorporated/registered/established.

- 18.2. In the event of any loss or damage is suffered by PayU, Acquiring Banks or the Customers, PayU in addition to the above shall also be entitled to deduct the amount of the loss from the Reserve and the Settlement Amount payable to the Merchant and make payment to the person who has suffered the loss.
- 18.3. The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.
- 18.4. The indemnities provided herein shall survive the termination of this Agreement.

## **19. LIMITATION OF LIABILITY**

- 19.1. Notwithstanding anything stated under this Agreement, the aggregate liability of PayU to the Merchant from any cause whatsoever shall not in any event exceed the sum equivalent to the preceding one month's aggregate Service Fee earned by PayU under this agreement from the date of occurrence of such liability. Provided that PayU shall not be liable to the Merchant for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if the Merchant shall have been advised in advance of the possibility of such loss, cost or damages. In no event shall PayU be liable to the Customers or any third party. In no event shall the Nodal Bank or the Acquiring Bank be liable to the Merchant in any way under this Agreement.

## **20. DISCLAIMER**

- 20.1. PayU will make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything in this Agreement, the Merchant acknowledges that PayU Services and the Acquiring Bank's Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro and PayU and the Acquiring Banks disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose. The Merchant also acknowledges that the arrangement between one or more Acquiring Banks and PayU may terminate at any time and services of such Acquiring Banks may be withdrawn. Although PayU adopts security measures it considers appropriate for the offer of the PayU Services, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access to the PayU Services or the Merchant/Customer data. PayU shall not be responsible or liable if any unauthorized person hacks into or gains access to the PayU Service and the Merchant shall be liable and responsible for the same. In the event of extra settlement in the Merchant Payout Account, PayU shall have the right to reverse the extra funds from the Merchant Payout Account and/or set it off against the Merchant's subsequent payments in the PayU Nodal Account. In the event that PayU is unable to recover the funds in such manner, Merchant shall pay the amount of additional funds transferred within 7 (seven) days of notification. Subject to other clauses of this Agreement, in the event that the payments to be transferred to the Merchant have not been transferred, PayU shall endeavor to settle the relevant payments to the Merchant Payout Account within 7 (seven) days of notification from the Merchant. In addition, PayU shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage to the Customer's access to and/or use of the PayU Services and/or the Payment Mechanism, interruption or stoppage of access of such QR Codes, etc. Any material/information downloaded or otherwise obtained through the use of the PayU Services is done at the Merchant's own discretion and risk and the Merchant will be solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the Merchant from PayU or through or from the use of PayU Services shall create any warranty. PayU shall have no liability in this respect.
- 20.2. PayU's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption or loss of use in PayU Services, the Acquiring Banks Services and the Payment Mechanism and services, shall be to use all reasonable endeavors to restore the services and/or access to the Payment Mechanism as soon as reasonably possible.
- 20.3. PayU and/or Acquiring Bank obligations under this Agreement are subject to following limitations:
- i. Messages that originate from the server of the Merchant or the server of a third party designated by Merchant (e.g., a host) shall be deemed to be authorized by the Merchant, and PayU shall not be liable for processing such messages.
  - ii. Messages that originate from the cardholder are deemed to be authorized by the cardholder and PayU shall not be required to check its veracity and PayU shall not be liable for processing such messages.
  - iii. PayU or the Acquiring Bank are not responsible for the security of data residing on the server of the Merchant or a third party designated by the Merchant (e.g., a host) or on the server of a cardholder or a third party designated by a Merchant/cardholder (e.g., a host).
  - iv. PayU and/or the Acquiring Banks shall have no liability for any failure or delay in performing its obligations under

this Agreement if such failure or delay: (i) is caused by the Merchant's acts or omissions; (ii) results from actions taken by PayU or the Acquiring Banks in good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on cardholders/accounts; or (iii) is caused by circumstances beyond PayU's control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of Force Majeure event.

## **21. TERMINATION**

21.1. This Agreement may be terminated by either Party by giving 30 (thirty) days prior written notice to the other Party.

21.2. Either Party may terminate this Agreement forthwith in the event:

- i. the Party discovers at any stage that the other Party is in violation of any law or regulation;
- ii. the other Party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for it or a resolution professional is appointed for it or for a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 (ninety) Business Days;
- iii. the other Party goes into liquidation either voluntarily or compulsorily;
- iv. the other Party is prohibited by any regulatory or statutory restriction from continuing to provide services under this Agreement.
- v. the Party has reasons to believe that the other Party has been involved in fraudulent, misleading, illegal, unlawful activities and/or business practices.

21.3. PayU shall terminate this Agreement forthwith, if the Merchant fails to perform its obligations hereunder or is in breach of any terms and conditions of this Agreement.

21.4. The termination under this Clause is in addition to and without prejudice to the termination rights given to the Parties under any other Clause in this Agreement.

## **22. CONSEQUENCES OF TERMINATION**

22.1. The termination of this Agreement shall not affect the rights or liabilities of either Party incurred prior to such termination. In addition, any act performed during the term of this Agreement which may result in a dispute post termination or any provision expressed to survive this Agreement or to be effective on termination or the obligations set out in this Clause shall remain in full force and effect notwithstanding termination. Subject to other Clauses of this Agreement, both Parties shall undertake to settle all outstanding charges within 30 (thirty) days of the termination taking effect.

22.2. Where any payments claimed by PayU exceeds the Settlement Amount due to the Merchant the difference thereof shall be a debt due from the Merchant to PayU and be forthwith recoverable by appropriate legal action, as deemed fit by PayU. Without prejudice to PayU's rights and remedies, in the event that the Merchant does not make any payments to PayU by its due date or on demand as required under this Agreement, PayU shall be entitled to charge daily compounded interest on such overdue amount from the due date until the date of Settlement Amount in full, at the rate of 2.5% per month. This section shall not preclude PayU from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

22.3. All materials, documentation, instruction manuals, guidelines, letters and writings and other materials issued by PayU from time to time in respect of this Agreement shall be returned by the Merchant to PayU upon termination.

22.4. The Merchant fully undertakes and hereby agrees and confirms that in the event of termination, PayU shall be entitled to withhold for a period of 210 (two hundred and ten) Business Days from the date of termination, the Reserve and Settlement Amounts payable to the Merchant arising before or after the date of breach or non-performance of this Agreement by the Merchant or from the date of termination notice, whichever is earlier, for appropriation towards amounts to be recovered from the Merchant. The Merchant agrees and confirms that the Merchant shall be solely liable for all Chargebacks, refunds, penalties, claims, and proceedings after the termination of this Agreement. In the event that such funds are not sufficient to cover all liabilities of the Merchant including Outstanding Amount, post termination, the Merchant shall ensure that it pays PayU all pending amounts within 10 (ten) days of receiving the demand notice and shall at all times keep PayU indemnified in this respect. PayU shall refund any remaining funds after the completion of 210 (two hundred and ten) Business Days from date of termination. This Clause survives the termination of this Agreement.

## 23. GENERAL PROVISIONS

- 23.1. **Assignments:** PayU may assign, in whole or in part, the benefits or obligations of this Agreement by providing a thirty (30) days prior intimation of such assignment to the Merchant, which shall be binding on the Parties to this Agreement.
- 23.2. **Force Majeure:** PayU shall not be liable for its failure to perform under this Agreement as a result of any event of force majeure events like acts of god, fire, wars, sabotage, pandemic, epidemic, civil unrest, labour unrest, action of Statutory Authorities or local or Central Governments, change in laws, rules and regulations, affecting the performance of PayU or the Acquiring Banks.
- 23.3. **Governing Law, Settlement of Disputes and Jurisdiction:** This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the laws of India. Each of the Parties agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to a sole arbitrator to be mutually appointed in accordance with the *Arbitration and Conciliation Act, 1996*. The arbitration proceedings shall be held under the provisions of the *Arbitration and Conciliation Act, 1996*. The arbitration proceedings shall be held in English language at New Delhi. The courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.
- 23.4. **Waiver:** Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 23.5. **Survival of Provisions:** The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement.
- 23.6. **Severability:** If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions of this Agreement unlawful or otherwise ineffective, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.
- 23.7. **Non-Exclusivity:** It is agreed and clarified that this Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar Agreements with others.
- 23.8. **Entire Agreement:** This Agreement constitutes the entire Agreement and understanding between the Parties, and supersedes any previous agreement or understanding or promise between the Parties, relating to the subject matter of this Agreement. All Schedules, Recitals and Annexure to this Agreement shall be an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 23.9. **Notices:** All notices, requests, demands, waivers and other communications required or permitted to be given under the Agreement shall be in writing through certified or registered mail, courier, email, facsimile or telegram to be sent to the following addresses:

**For PayU:**

Attn: Legal Department (PayU India)  
PayU Payments Private Limited  
9<sup>th</sup> Floor, Bestech Business Tower,  
Sector 48, Sohna Road, Gurgaon,  
Haryana, Pin - 122002

**For the Merchant**

To the name and address provided for at the time of registration

Or, in each case, at such other address as may be specified in writing to the other Parties in accordance with the requirements of this Clause. All such notices, requests, demands, waivers and other communications shall be deemed duly given (i) if by personal delivery, on the day after such delivery, (ii) if by certified or registered mail, on the 10<sup>th</sup>

(tenth) day after the mailing thereof, (iii) if by courier service or similar service, on the day delivered, or (iv) if by email, facsimile or telegram, on the day following the day on which such email, facsimile or telegram was sent, provided that a copy is also sent by registered mail and, in the case of a facsimile, electronic confirmation of receipt is received.

23.10. **Amendment:** This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.

23.11. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

**SCHEDULE A**  
**CONSIDERATION**

**The Merchant shall pay the following Service Fee:**

Particulars	Service Fee per transaction (Exclusive of Applicable Taxes)	
Credit Cards (Visa/Master Card)	E-Commerce/ Small Merchants	2.00%
	E-Commerce/ Large Merchants	1.90%
	Education	1.10%
	Grocery	1.35%
	Pharmacy	2.10%
Debit Card (Visa/Master Card) (Rs. 0 to 2000)	0.50%	
Debit Card (Visa/Master Card) (Rs. 2001 and above)	1.00%	
Rupay Debit Card	0.10%	
UPI	Subvented by BFL	

**Explanation:**

- It is clarified that the Merchant shall bear and be liable for the payment of all relevant taxes including without limitation GST in relation to the Customer Charge under this Agreement;
- Service Fee is inclusive of technology fee, bank charges and /or fee for any other value added services as may be specifically agreed to be provided by PayU;
- The Service Fee is exclusive of all applicable taxes, including without limitation, GST; and
- The Service Fee charged by PayU on Rupay Debit Cards are reflective of non-levy of MDR by the Acquiring Banks and only represents the amount payable by the Merchant to PayU for providing PayU Services.

**SCHEDULE C**

**CONFIRMATION ON ANTI-BRIBERY AND ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND EXPORT CONTROLS (“Anti-financial Crimes Laws Confirmation”)**

**Statement and Purpose:** The Merchant and its group companies are committed to operating its businesses conforming to the highest moral and ethical standards. The Merchant has a stringent code of conduct and confirms hereby that is committed to acting professionally, fairly and with integrity in all its business transactions and relationships wherever it operates. The Merchant undertakes to comply and implement in its processes all legal requirements relevant to counter ‘bribery and corruption’, ‘money laundering’ and ‘restricted export-import transactions’ applicable in the conduct of its business, the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering/ combating the financing of terrorism and other applicable export control laws and regulations including but not limited to any restrictions on the export or import dealings with the ‘Sanctioned Persons’<sup>1</sup> (“**Anti-Financial Crimes Laws**”).

**This Anti-Financial Crimes Laws Confirmation constitutes a minimum standard.** The Merchant undertakes to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws: By signing the main services agreement, Merchant acknowledges and agrees that it:

1. will comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption, anti-money laundering and export controls including but not limited to the minimum requirements of the Anti-Financial Crimes Laws.

<sup>1</sup> ‘Sanction Persons’ refer to those persons who are identified in the sanctions list maintained by the US (OFAC), UN and EU.

2. is prohibited from dealing with any acts which may be deemed as money laundering under any applicable law, regulations or restrictions.
3. will prohibit the entering into agreements with any person who has been identified in the sanctions list maintained by different state authorities or organisations.
4. has implemented an internal compliance programme, to ensure compliance with and detect violations of all applicable Anti-Financial Crimes Laws.
5. in the event the Merchant does not honor these commitments, the Merchant agrees that this will be considered as a material breach of the Agreement. Therefore, PayU may immediately terminate the Agreement.