

MERCHANT PROCESSING TERMS AND CONDITIONS

E-COM ADDENDUM (MERCHANT AGGREGATOR)

This Addendum supplements, amends and forms part of the Merchant Processing Transaction Documents ("Transaction Documents") entered into between

_____ trading as _____ of
_____ (Merchant Aggregator), _____
trading as _____ of _____

(Sponsored Merchant) (Merchant Aggregator and Sponsored Merchant jointly and severally referred to as "**You/Your**"), ICICI Bank Limited a company incorporated under the Indian Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 ("**ICICI**") and ICICI Merchant Services Pvt Ltd a company incorporated under the Indian Companies Act, 1956 having its registered office at 1001-1003A, Dalamal Towers, 10th Floor, Nariman Point, Mumbai - 400021, Maharashtra, INDIA ("**ICICI Merchant Services**"). ICICI and ICICI Merchant Services are together referred to as "**Us/We/Our**".

1. DEFINITIONS

Except to the extent set out to the contrary below, words defined in the Transaction Documents have the same meaning when used in this e-Com Addendum.

Cardholder Payment includes the purchase price of goods or services purchased by a Cardholder and all other taxes, duties, costs, charges and expenses in respect of the goods or services that are charged to the Cardholder's Card.

Delivery means delivery by the Sponsored Merchant of goods to the address nominated by the Cardholder or performance by the Sponsored Merchant of the services purchased by the Cardholder, satisfactory proof of which has been provided to Us.

e-Com Merchant Service Fee means the fees specified in Appendix A and varied from time to time in accordance with the Transaction Documents.

e-Com Service means the online merchant acquiring services (including any equipment and software) provided by ICICI Merchant Services to You to enable Sponsored Merchant to accept Card not present payments over the phone or internet via a gateway provided by the Merchant Aggregator for goods or services provided by Sponsored Merchants and any services that augment or enhance such services.

e-Com Transaction means a Card not present transaction between the Sponsored Merchant and a Cardholder where neither the Card nor the Cardholder are present at the time of the transaction and where the Card details are transmitted to the Sponsored Merchant over electronic media (such as the Internet or a public or private network).

3D Secure means the three domain secure protocol developed by Visa and MasterCard (including Verified by Visa" and "MasterCard SecureCode") referred to in the Operating Guide as the Card Validation Codes and such other programs notified by Us to You from time to time.

2. TERM

Your Transaction Documents are varied to add the provision of e-Com Services in accordance with this addendum from the date notified by ICICI Merchant Services to You and will continue until either Your Transaction Documents are terminated in accordance with their terms or We give You notice that Your authority to undertake e-Com Transactions is withdrawn or terminated. The Sponsored Merchant's Transaction Documents can be terminated without affecting the Merchant Service Provider Agreement.

3 YOUR RIGHTS AND OBLIGATIONS

3.1 Despite clause 2.2(b)(xiii) of Your General Terms, You are authorized to conduct mail order/telephone order/standing instruction and internet Card transactions in accordance with this addendum and the Operating Guide. Your Transaction Documents continue to apply to e-Com Transactions and this addendum prevails to e-Com Transactions to the extent of any inconsistency between Your Transaction Documents and this addendum. References in the Transaction Documents to transactions using a Card include transactions using a Card account in accordance with this addendum and the Operating Guide as they apply to e-Com Transactions.

3.2 You shall use the software forming part of the e-Com Services in accordance with this addendum and shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software, or use it for purpose/s other than utilisation of the e-Com Services.

3.3 You agree that:

(a) only those products and services referred to in Your Application or subsequently agreed to by Us will be offered for sale through Your website and that if We consider that any products or services offered by You through Your website may affect the reputation of either ICICI or ICICI Merchant Services, we may suspend or terminate acceptance by Us of e-Com Transactions from You;

(b) You will not request Card details to be submitted by email, or over the Internet, and then input a transaction as an e-Com Transaction to a POS Terminal;

- (c) We may require You to undertake e-Com Transactions using 3D Secure. If You fail to do so within a timescale acceptable to Us, We may suspend or terminate acceptance by Us of e-Com Transactions from You;
 - (d) You will not, and will ensure that Your agents and users of Your website do not, use any website in any way which might jeopardize the integrity, confidentiality or security of Your or Your agent's Equipment, any computer system, servers or network used by You to communicate with either of Us or with Cardholders or other computer systems including through disabling devices and unsolicited emails;
 - (e) You will seek Authorisation in accordance with the Transaction Documents and if You accept e-Com Transactions in breach of the Transaction Documents, we may immediately terminate the Transaction Documents;
 - (f) it is solely Your responsibility to verify the Delivery address with the Cardholder and ensure the products purchased are dispatched to that address;
 - (g) the Merchant Aggregator is solely liable for any issues that may be pertaining to its website of the integration of the Sponsored Merchant's website/server/technical configuration with the Merchant Aggregator's website. We have no liability whatsoever with respect to those matters;
 - (h) in the case of default by the Sponsored Merchant which results in Chargeback, the Merchant Aggregator shall be liable to Us for the Chargebacks or any other penalty accruing on the Sponsored Merchant or either of Us with respect to the Chargeback
- 3.4 You shall provide a commercially reasonable level of support to Cardholders while selling products and/or services using the e-Com Services. Such support shall include appropriate notice to Cardholders of:
- (a) Your contact details if the Cardholder has questions regarding the nature or quality of products or services;
 - (b) fees, inclusive of taxes and Delivery methods and charges (and any other taxes and charges) for the products or services; and
 - (b) procedures for making and resolving disputes and complaints from the Cardholder.
- 3.5 In addition to Clauses 2.4 of the Transaction Documents (to the extent it applies to e-Com Transactions) an e-Com Transaction is invalid if:
- (a) the products or services purchased by the Cardholder are not Delivered or are not as ordered or are defective;
 - (b) the transaction is submitted more than 13 calendar days after the date of the purported purchase of products or services.
- 3.6 In exchange for receiving the e-Com Services, You shall pay the e-Com Services Merchant Fees. Subject to the terms of the Transaction Documents, and in addition to any payments required by the Transaction Documents, ICICI will pay into your Settlement Account(s), in accordance with applicable law and Card Scheme Rules, as per the instruction received by ICICI from ICICI Merchant Services, the value of Cardholder Payments since the last payment/credit to your Settlement Account, less e-Com Merchant Service Fees, service tax on e-Com Merchant Service Fees and Withheld Transactions and/or any refund transactions, Chargebacks or other debits you processed and after deducting any additional fees or pricing set out in this Transaction Documents and any indirect tax including service taxes as applicable.

4 OUR RIGHTS AND OBLIGATIONS

- 4.1 Subject to the terms of the Transaction Documents, our obligations under the Transaction Documents are subject to the following limitations:
- (a) messages that originate from the server used by You shall be deemed to be authorised by You, and We are not liable for processing such messages. In addition, We are not responsible for the security of the data residing on servers used by You; and
 - (b) messages that originate from the Cardholder are deemed to be authorised by the Cardholder and we are not liable for processing such messages; and
 - (c) the e-Com Service may not be uninterrupted or error free.
- 4.2 We have no liability for any failure or delay in performing our obligations under the Transaction Documents if such failure or delay:
- (a) is caused by Your acts or omissions or the acts or omissions of Your server or internet service provider;
 - (b) results from actions taken by Us in a reasonable good faith effort to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on Cardholders; or
 - (c) is caused by circumstances beyond our control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruption or loss of data.
- 4.3 If Your use of the e-Com Services results or in our opinion is likely to result in a claim of infringement, then We may at our election and Your cost, replace or modify the e-Com Services or the suspected infringing component of e-Com Services so that it becomes non-infringing. If, after using commercially reasonable efforts, the infringement still exists, any of the Parties may terminate the e-Com Services on written notice to the other Parties.

5 TRADEMARKS

- 5.1 ICICI grants to each of You severally (but in the case of the Sponsored Merchant only whilst the Sponsored Merchant is a sponsored merchant of the Merchant Aggregator) a non-exclusive, royalty-free limited license to use, display and reproduce trademarks, service marks, and logos nominated by Us from time to time ("ICICI Trademarks") in connection with the use of e-Com Service, provided that this does not constitute a license to use ICICI Trademarks as part of Your internet domain name. Such use of ICICI Trademarks will be governed by ICICI's policies in this regard, as notified to You by Us, from time to time.
- 5.2 Each of You each grant to each of ICICI and ICICI Merchant Services a non-exclusive, royalty-free limited license to use, display and reproduce Your respective trademarks, service marks, and logos (when used for either of You, the "Merchant Trademarks")

in connection with the marketing of e-Com Services. ICICI and ICICI Merchant Services shall use the Merchant Trademarks in accordance with policies as provided by the each of You from time to time in respect of Your respective Merchant Trademarks.

6 CONSEQUENCES OF TERMINATION

The e-Com Service may be terminated in accordance with the Transaction Documents and this addendum. If the e-Com Service is terminated then:

- (a) for termination by notice, ICICI shall be entitled to withhold for a period of 210 days from the date of such notice the following (i) 20% of amounts payable to You for each transaction for which proof of Delivery has not been provided to Us as on the date of such notice and (ii) all amounts payable to You after the date of such notice; and
- (b) for termination for breach, ICICI shall be entitled to withhold for a period of 210 days from the date of serving of notice (i) 100% of amounts payable to You for each transaction for which proof of Delivery has not been provided to Us on the date of such notice and (ii) all amounts payable to You after the date of such notice.

7 GENERAL

Except as specifically modified herein, all terms and conditions of the Transaction Documents will remain unchanged and in full force and effect.

Effective date of the addendum: day of 20__

For and on behalf of Sponsored Merchant :

Print Name: _____

Title: _____

For and on behalf of Merchant Aggregator :

Print Name: _____

Title: _____

Appendix A

e-Com Merchant Service Fees

Particulars	Fee as % of Cardholder Payment
Installation charges – one time Non-refundable (Rupees)	0/-
Sales commission fee: % per customer charge Amount in Rupees per transaction	%
Floor / month on transaction cost (Rs)*	0/-
Security retention (Rs)	0/-
Rental Fee Monthly Annually	/0-
Settlement for amount to be released - On proof of delivery - Balance after (days)	0/-
Fraud liability	100%

*Payable if transaction volume is below Rs 3,00,000