

MASTER SERVICE AGREEMENT FOR PAYMENT AGGREGATION

This Master Service Agreement for Payment Aggregation is made at Mumbai on this _____ day of _____ 20__.

BETWEEN:

AVENUESAI LIMITED (formerly known as INFIBEAM AVENUES LIMITED), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at: 28th Floor, Gift Two Tower, Block No. 56, Road 5C, Zone5, Gift City Gandhinagar - 382050, Gujarat India and administrative office at Plaza Asiad, Level II, Station Road, Santacruz (West), Mumbai 400054 (hereinafter referred to as "**Service Provider/ Payment Aggregator/ CCAvenue**", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART;

AND

_____ a company incorporated under the provisions of the Companies Act, 1956/2013 / a partnership firm registered under the provisions of the Indian Partnership Act / provisions of the Limited Liability Partnership Act, 2008/ a proprietorship firm / An Individual having _____ its _____ office _____ at _____

hereinafter referred to as "**Merchant**", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (i) in the case of the Merchant being a sole proprietary concern / individual - the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the Merchant, being a partnership firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Merchant, being a company - its successors and assigns (as the case may be) (iv) in the case of the Merchant being a Trust- The trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the OTHER PART.

WHEREAS:-

- (i) The Service Provider is engaged in the business of offering various services which include Payment Aggregation services, POS Terminals for processing offline transactions, SoftPOS services in order to facilitate the Merchant to receive payments made by its Customers for Products &/or Services offered by the Merchant, collection of such payments and onward Settlements of such payments to the Merchants. The Merchant desires to avail select services offered by the Service Provider.
- (ii) The Service Provider act as an authorized Payment Aggregator that facilitate Merchants to accept various Payment Instruments from the Customers for completion of their payment obligations in accordance with RBI Guideline bearing No.- RBI/DPSS/2025-26/141CO.DPSS.POLC.No.S-633/02-14-008/2025-26 dated September 15, 2025 titled "Master Direction on Regulation of Payment Aggregator (PA)" (hereinafter referred to as the said "RBI Guideline"). The Service Provider has also established a web-site with the domain name www.ccavenue.com ("**Service Provider Site**") to enable the Merchant to link up with various payment gateways and Facility Providers so as to enable the Merchant's Customers to place Customer Orders for purchase and pay for the Products and Services through the Internet.
- (iii) For providing the above stated services the Service Provider has signed up with various Facility Providers who assist the Service Provider in providing ancillary services such as internet payment gateway, electronic software distribution services, provision of various payment options, authorization and settlement facilities. These Facility Providers allows the Service Provider to use the services developed by them to process all type of online & offline Transactions initiated by Customer on Merchant's website websites/ apps/ web links/ payment links or on POS/ SoftPOS provided to the Merchant by the Service Provider.
- (iv) This Agreement along with all the Schedules outlines the terms and conditions for availing Payment Aggregation, POS & SoftPOS services. The Service Provider is desirous of passing on all these services to the Merchant as more particularly hereinafter provided on the terms and conditions hereinafter appearing and subject to the Merchant giving the indemnities and the declarations hereinafter contained.
- (v) The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under:-

1 TERM; NON-EXCLUSIVE:

- 1.1 **Term:** This Agreement shall become effective on the Effective Date and shall remain in full force until a notice of termination by the Service Provider or the Merchant is given or until terminated under other provisions of this Agreement.
- 1.2 **Non-exclusive:** Nothing in this Agreement shall prohibit the Service Provider from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.

2 PAYMENT TERMS:

- 2.1 The payment terms for the Payment Aggregation, POS deployment and processing of offline transactions, SoftPOS services provided by the Service Provider has been specified in Schedule I, II & III respectively.

3 DATA PROTECTION:

- 3.1 All the data processed under this Agreement is subject to the Data Privacy Regulations under Applicable Laws. Merchant and Service Provider shall be subject to and will comply with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other applicable Laws restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations").
- 3.2 Service Provider its employees, contractors or agents may, in connection with this Agreement, collect Personal Information in relation to Merchant (including Merchant Customers, employees and directors) Service Provider may process, use and disclose, transfer and store the Merchant's Customer's personal information for purposes connected with this Agreement and otherwise for the purposes of its legitimate business and business operations or as required by law. The Merchant shall co-operate with the Service Provider and Facility Providers in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data.
- 3.3 Insofar as information provided, or to be provided, by Merchant to Service Provider includes the Personal Information of Customers, Merchant represents and warrants that it has obtained sufficient informed prior consent in writing from each Customer to whom any Personal Information relates to, in order for Service Provider to comply with applicable data privacy regulations and which allows Service Provider to collect, use, disclose, process, transfer and

store such information for the purposes specified in this Agreement and the schedules, including in the circumstances described above, and will provide Service Provider with such consent as and when requested by Service Provider.

4 COMMON COVENANTS AND REPRESENTATIONS OF THE MERCHANT :

- 4.1 The Service Provider and the Facility Providers shall not be a party to the Agreement or dispute between the Customer and the Merchant. In the event of any dispute between the Merchant and the Customer whether in relation to any deficient, improper or incomplete Product or Service provided by the Merchant or otherwise, the Service Provider and the Facility Providers shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.
- 4.2 The Merchant undertakes to make timely payments of all the Fees and Charges, Platform Fees, monies, charges and Chargeback amounts, Refund amount duly payable to Service Provider as and when demanded by Service Provider. Merchant also undertakes to payback any amount received in excess or erroneously from Service Provider within 7 (Seven) calendar days of receipt of claim from Service Provider without any delay, demur or protest.
- 4.3 The Merchant assures and guarantees to the Service Provider and the Facility Providers that the Merchant is acting in compliance with and shall at all-time act in compliance with all laws, rules, regulations, notification and guidelines set by RBI/ Service Provider and the Facility Providers and further assures and guarantees that the Products and Services mentioned on Service Provider Website at link https://www.ccavenue.com/faq_ccav.jsp (go to _FAQ-About CCAvenue as a payment gateway – what are the businesses that are not accepted by CCAvenue) shall not be sold on the Merchant's Website using services of Service Provider. Any Product or Service which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India shall not be offered by the Merchant to its Customers through the services of Service Provider.
- 4.4 The Merchant further confirms, undertakes and assures that in the event of violation of any of the byelaws and standards of RBI, the Facility Providers and Service Provider by the Merchant AND any penalty or charge imposed by the Facility Providers on the Service Provider for any violation for any reason whatsoever, the Merchant shall on receipt of the claim from the Service Provider undertakes forthwith without any demur, protest, dispute or delay, to pay to the Service Provider, the amount of the penalty / fine imposed by the Facility Providers on the Service Provider.
- 4.5 The Merchant shall not at any time require the Customer to provide the Merchant with any details of the accounts held by them with the Issuing Bank/ Payment Instrument Provider including any passwords, account number, card numbers and PIN which may be assigned to them by the Issuing Banks or Payment Instrument Provider from time to time.
- 4.6 In the event of any inconsistency between any provision of this Agreement and the standards set out by Facility Providers, the standards shall govern. In the event of any inconsistency or conflict between any provision of this Agreement and the Applicable Law, the Applicable Law shall prevail over the Agreement.
- 4.7 The Merchant is aware that the Service Provider and the Facility Providers are not guaranteeing any Transactions with the Customers in any manner whatsoever. The Merchant assures that the Customers will place the orders themselves and agree not to place orders on behalf of Customers.
- 4.8 The Merchant must ensure that it shall not:- (a) undertake/allow Transactions for anything other than the genuine purchase of the Products and/or Services that the Merchant provides; (b) impose any minimum or maximum Transaction values; (c) discriminate against the use of any Card or Payment Instrument in any way; (d) split a Transaction into two or more Transactions; (e) accept a Transaction or present Transaction Data for processing which was not undertaken directly between the Merchant and the Customer; (f) accept or process Transactions in order to give Customers cash; (g) accept any Transaction using any Card or Payment Instrument issued in the Merchant's name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Merchant's Business or the Business of the Merchant, or of the spouse or any member of the immediate family or household of any such person; (h) submit Transaction data which Merchant know or ought to have known is illegal; (i) Refund Transactions to a Card/ Payment Instrument which was not originally used to make such Transactions, and Merchant must not, under any circumstances, accept money from a Customer in connection with processing a Refund to the Customer's Account.
- 4.9 The Merchant acknowledges that the Facility Providers and the Service Provider have the right to enforce any provision of the Facility Provider standards and to prohibit any Merchant conduct that may injure or may create a risk of injury to the Facility Providers and the Service Provider including injury to reputation, or that may adversely affect the integrity of the Facility Providers and the Service Provider's core payment systems, information or both. The Merchant agrees that he will not take any action that might interfere with or prevent exercise of this right by the Facility Providers and the Service Provider.
- 4.10 The Merchant shall take all precautions as may be feasible or as may be directed by the Service Provider and the Facility Providers to ensure that there is no breach of security and that the integrity of the link between the Merchant's Website, network, the Service Provider's Website, POS Terminal and the Payment Mechanism is maintained at all times during the term of this Agreement. In the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this clause, the loss shall be to the account of the Merchant and the Merchant shall indemnify and keep indemnified the Service Provider and the Facility Providers from any loss as may be caused in this regard.
- 4.11 The Merchant hereby grants to the Service Provider and the Facility Providers, a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant shall prominently display on Merchant Website, Merchant Establishment and in other online marketing materials if applicable, a statement/logo/image provided by Service Provider and or upon instructions of Facility Provider. The Facility Providers may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Marks for any reason.
- 4.12 The Merchant ensures that it shall prominently and unequivocally inform a Customer of the identity of the Merchant, which will enable the Customer to distinguish the Merchant from any other third party and will ensure that its website:- (i) prominently displays the name of the Merchant; (ii) prominently identifies the name of the Merchant as displayed on the website and as the name that will appear on the Customer's statement and (iii) display the Merchant name and information as prominently as any other information depicted on the website, other than the images of the Products or the Services being offered.
- 4.13 The Merchant represent and warrant to the Service Provider and the Facility Providers that: (a) Merchant is duly organized, validly existing and in good standing under the laws of the territory in which its business is registered, and a resident of India for income tax purposes; (b) Merchant has all requisite license, registrations, right, power and authority in full force to enter into this Agreement and perform its obligations and grant the rights, licenses and Authorizations hereunder; and (c) Merchant and its subcontractors, agents and suppliers will comply with all Applicable Laws in the performance of its obligations and exercise of the rights under this Agreement.
- 4.14 The Merchant states that the individual signing this Agreement is an authorized representative of the Merchant and is thereby fully authorized to bind the Merchant to contractual obligations and is authorized to provide the information and documentation submitted in connection with this Agreement are complete and correct in all material respects. Merchant authorizes Service Provider to obtain and verify, and to continue to obtain and verify any information submitted by Merchant any relevant information regarding principals, partners, officers or other authorised representatives of Merchant and any other individuals listed on this Agreement including the individual signing below, and for Service Provider use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Service Provider to share such information with its affiliates or as otherwise allowed by applicable law. The Service Provider reserves the right to conduct audits and periodic oversight reviews of Merchant determining compliance with this Agreement and byelaws and standards of RBI, the Facility Providers and Service Provider referenced herein.
- 4.15 The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represent that the Merchant holds valid licenses, brand proofs, tie-up Agreements from its business associates and the Merchant is legally authorised to sale the Products and Services online through the Merchant's Site.

- 4.16 The Merchant shall ensure that it clearly communicates the Customer Charge being charged to its Customers for the Products and/or Services provided by the Merchant on the Merchant Website.
- 4.17 If the Merchant is operating as a marketplace, the Merchant undertakes not to accept payments for or on behalf of a seller not on-boarded on to the marketplace's platform.
- 4.18 The Merchant agrees and undertakes to promptly review and reconcile its accounts and to notify the Service Provider of any discrepancies identified therein. Any such discrepancies shall be raised and resolved in a timely manner. Notwithstanding anything to the contrary, the Service Provider shall not be obligated to review, consider or entertain any discrepancies relating to any previous financial year, for any reason whatsoever.
- 4.19 The Merchant agrees and undertakes that, in the event the Fees and Charges, Platform Fees if revised pursuant to any mandate, directive, or requirement issued by any Governmental Authority, Regulator or Facility Provider, such revision may be implemented with or without prior notice and shall take effect in accordance with the effective date specified in such mandate, directive or requirement. The Service Provider shall notify the Merchant of the revised Platform Fees, where feasible.
- 4.20 In the event that the partnering bank, Payment Instrument Providers or Facility Providers impose any additional, excess or revised charge beyond the existing fees, whether or not such charge or rate has been communicated to the Merchant in advance, the Merchant hereby agrees that such charge shall be levied on the Merchant. The Service Provider shall be entitled, at any time and with retrospective effect, to pass on any such charge over and above the Platform Fees/ Fees and Charges, to the Merchant. The Merchant expressly acknowledges and agrees that such charges shall be binding upon the Merchant and shall be applied and recovered by the Service Provider as and when determined, including at the time of Settlement, without requirement of prior notice or communication.

5 FAIR USE OF SERVICE PROVIDER SERVICES:

- 5.1 The Merchant shall use the services of the Service Provider only for the purpose of receiving Settlements against the Products/ Services approved by Service Provider. Using the services of Service Provider for any other purpose shall entitle the Service Provider to take appropriate legal action and/or charge penalty suspend all the pay-outs to the Merchant.
- 5.2 The Merchant shall not submit for payment, any Transaction they know or ought to have known is illegal or misuse the services of Service Provider for illegal gains including but not limited to illicit use of Credit Cards.
- 5.3 The Merchant in case of any fraud or unauthorized Transaction by Customer shall cooperate with Service Provider and forward all necessary Transaction and Customer details to Service Provider promptly.
- 5.4 The Merchant data related to Transactions taking place through Service Providers' services shall be stored by Service Provider for a maximum period of one year from the date of Transaction. Post completion of this one year the data will automatically archived in the Service Providers' database and shall be retained in the Service Providers database for the period as permitted in the Applicable Law. The Service Provider shall not be liable to produce Transaction data that is older than one year, on the Merchant Panel.
- 5.5 Breach by Merchant: If the Service Provider, the Facility Providers suspects on reasonable ground, that the Merchant has committed a breach of this Agreement or fraud against the Service Provider, the Facility Providers, or any Customer, the Service Provider shall be entitled to suspend all Settlements under this Agreement to the Merchant pending enquires by the Service Provider. The Service Provider shall not be liable to pay any interest upon the suspended Settlements during or after the pendency of the inquiry. The Service Provider reserve right to charge appropriate penalty to the Merchant in case of breach of terms of this Agreement. The Service Provider may adjust such penalty amount from the next Settlement of Customer Charge. In the event of no balance in the Merchant account, the Merchant shall make the payment of such penalty amount; failure to make payment of the penalty amount will attract interest over the penalty as per the prevailing interest rates. Breach by Customer: In case the Customer of Merchant commits fraud against the Merchant using Service Provider's services, the Service Provider in such cases shall be entitled to suspend the Settlements of the disputed amount till the issue is resolved between Merchant and Customer. The Service Provider shall not be liable to pay any interest upon the suspended Settlements during or after the pendency of the inquiry.
- 5.6 Suspension: Service Provider may, with or without prior intimation change payment processing terms and/or suspend Settlement or other payments of any and all amounts or amounts under dispute that are due from the Merchant or subsequently become due, pursuant to this Agreement if in good faith the Service Provider suspects that: (i) any Transactions is fraudulent or involves other criminal activity; (ii) That any Transaction was not in the ordinary course of business of the Merchant; (iii) If the number and/or the size of the Transaction is significantly greater than expected; (iv) If any Termination events have occurred. All payments so suspended may be retained by the Service Provider until such Transaction is/ are legitimate and no longer liable to be subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld. For any amounts retained by the Service Provider, the same shall be communicated to the Merchant in writing and such communication will specify the reason, amount (along with tentative timeline for resolution for the amounts kept on hold).

6 INDEMNITY:

- 6.1 The Merchant hereby undertakes and agrees to indemnify, defend and hold harmless the Service Provider and the Facility Providers 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:
 - 6.1.1 Breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;
 - 6.1.2 Breach of confidentiality and intellectual property rights obligations by the Merchant;
 - 6.1.3 Any claim or proceeding brought by the Customer or any third party against the Service Provider and/or the Acquiring Banks in respect of any Products or Services offered by the Merchant;
 - 6.1.4 Any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, contractors, agents, Customers or any third party;
 - 6.1.5 Chargebacks or Refunds relating to the Transactions contemplated under this Agreement; and incapacity of Merchant to make payment against the Chargeback/ Refunds or any amount due payable to Service Provider;
 - 6.1.6 Breach of law, rules regulations, legal requirements (including RBI regulations, Facility Providers 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 Bank/ Institution is incorporated/registered/established; or
 - 6.1.7 Any fines, penalties or interest imposed directly or indirectly on Service Provider on account of Merchants or Transactions conducted through the Merchant under this Agreement.
 - The indemnities provided herein shall survive the termination of this Agreement.

7 WARRANTY

- 7.1 The Service Provider and the Facility Providers disclaims all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. The Merchant acknowledges that services provided by the Service Provider and the Facility Providers may not be uninterrupted or error free. The Merchant also acknowledges that the services provided by the Facility Providers to the Service Provider which is passed on to the Merchant under this Agreement, can be in any event be brought to an abrupt end in any event whatsoever by the Facility Providers for any reason whatsoever.

- 7.2 The Service Providers sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the services or loss of use and/or access to the Service Provider's Site, and the Facility Provider's facilities, shall be to use all reasonable endeavors to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.
- 7.3 In case if the Merchant's Customer raises a claim on any of the Service Provider or the Facility Providers, the Merchant shall release Service Provider (and its officers, directors, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such claims or disputes.
- 7.4 Without prejudice to any other provisions of this Agreement, Service Provider, and the Facility Providers shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Service Provider's site and services, and the Facility Provider's facilities and/or this Agreement.

8 LIMITATION OF LIABILITY

The Service Provider shall not be liable for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.), whether under contract or in tort, and even if the Merchant had been advised of the possibility of such damage or loss. In no event Service Provider shall be liable to the Customers or any third Party.

9 INSPECTION AND AUDIT

- 9.1 SERVICE PROVIDER shall have right to audit and/or inspect periodically the system and records of Merchant (including but not limited to Merchant's refund and return policy, infrastructure, Customer grievance policy, T&Cs, etc.) by its internal or external auditors or by its agents appointed to act on its behalf, in order to ensure Merchant's compliance with the obligations with respect to Services rendered under this Agreement and applicable laws and to obtain copies of any audit or review reports and findings made on the Merchant in connections with the Services undertaken hereunder.
- 9.2 Merchant shall allow SERVICE PROVIDER, its management, its auditors and/or its regulators, the opportunity to inspect, examine and audit Merchant's operations, system and records which are directly relevant to the Services. RBI, statutory, regulatory, Service Provider or any authority vested with such rights shall be entitled to cause an inspection to be made on Merchant and its books and account by one or more of its officers or employees or other persons.
- 9.3 Merchant shall keep complete and accurate records of all the orders and expenses in connection with its Services and/or Products. All said records shall be kept on file by Merchant for a period as required under applicable laws from the date the record is made.
- 9.4 SERVICE PROVIDER's audit rights shall survive the expiration or termination of this Agreement for the period required under applicable laws and regulations.

10 TERMINATION:

- 10.1 Immediate Termination:
- Termination for Breach:- Either Party may terminate this Agreement with immediate effect if the other Party commits any breach of the terms of this Agreement.
 - Termination in Case of Violation of Law:- In addition to any other termination rights granted by this Agreement, the Service Provider may terminate this Agreement immediately without liability upon verbal or written notice if (i) the Service Provider or the Facility Providers is notified or otherwise determines in good faith that the Merchant or is using the Service Providers services and facilities in furtherance of any activity which violates any law, rule, or regulation or (ii) the Service Provider, or the Facility Providers or any of their directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of use of the Facility or services by the Merchant. (iii) If number or amount of fraudulent Transactions submitted by Merchant or the number of Chargebacks in relation to the business of Merchant is excessive (iv) If Merchant submits for processing, Transactions on behalf of any third party entity other than that agreed between Parties; (v) the Merchant materially alters its website content without the Service Provider's prior written consent or changes its business or alters its business model during the term of the Merchant Agreement or if there is a direct or indirect change of Control of the Merchant or any parent company of the Merchant; (vi) If Facility Providers de-registers the Merchant.
 - Termination for Disruption: If any program or facility used by Service Provider to implement this Agreement is disrupted or terminated by the Facility Provider for any reason the Service Provider may terminate this Agreement immediately.
- 10.2 Termination by notice:- In addition to any other termination rights granted under this Agreement, either Party may terminate this Agreement on 30-days written notice to the other.
- 10.3 Termination for non-use:- The Service Provider may terminate this Agreement, if the Merchant fails or neglects to use the facilities and services of the Service Provider and the Acquiring Banks for a continuous period of 180 days.

11 INTELLECTUAL PROPERTY:

Each party shall retain all ownership rights, title, and interest in and to its own Products and services and all intellectual Property Rights therein, subject only to the rights and licenses specifically granted in writing.

12 FORCE MAJEURE:

The Service Provider and the Facility Providers shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Service Provider, and the Facility Providers, including, without limitation, unavailability of any communication system, breach or virus in the processes or Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

13 CHARGEBACK AND REFUND:

- 13.1 The Merchant agrees that the Settlement made in respect of any Customer Order, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute, penalty or Chargeback on the Service Provider or the Facility Providers for any reason whatsoever or in case of Refund initiated by the Merchant shall be the financial responsibility of the Merchant. The Chargeback or Refund shall be processed as per the set processes of Facility Providers and Service Provider. Once the Chargeback is received and the Merchant is ordered to make payment of the Chargeback amount or in case of Refund once the Refund is initiated by the Merchant, the Merchant shall make the payment of the Chargeback/ Refund amount to the Service Provider as the case may be without any demur or protest, dispute or delay. The Merchant agrees that it shall initiate Refund only within the timeframe permitted by the Facility Providers. However, Merchant agrees that it shall not be allowed to initiate Refund on the date of Transaction if it has opted for Express Settlement Facility. The Merchant shall make payment of Chargeback amount within 48 hours from the time of receiving the request for making payment of Chargeback and or in case of Refund immediately at time of initiating the Refund. The Merchant hereby agrees that all Refunds and Chargebacks shall be the sole responsibility of the Merchant and Service Provider shall not be liable for any claims or disputes which may arise in connection with such Refunds or Chargebacks to the Merchant or its Business Associates. The Service Provider shall have right to withhold the Settlements in case of anticipated Chargebacks or excessive Chargebacks raised against Merchant The Merchant agrees to indemnify Service Provider in respect of any

- claims, disputes, penalties, cost and expenses arising directly or indirectly in relation Refunds or Chargebacks for all Transaction processed using the Service Providers payment aggregation services.
- 13.2 If Service Provider and/or the Facility Providers determine that the Merchant and/or its Business Associates registered with Service Provider are incurring an excessive amount of Chargebacks or Refunds, Service Provider 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 Service Provider to cover anticipated Chargebacks and Refunds; (c) by asking the Merchant to first make payment of the Chargeback amount / Refund amount and then only process the Chargeback and Refund request; (d) delaying or suspending Settlements to Merchant; (e) block the Refund or refuse to process Refund; (f) adjusting the Chargeback and Refund amount from the Settlements payable to Merchant; (g) imposing penalty amount if any charged by Facility Providers; (h) charge interest over the Chargeback and Refund amount; (i) terminating or suspending the Service Provider payment aggregation & other services.
- 13.3 The Merchant hereby authorises the Service Provider to appropriate the Merchant's current balance amounts with the Service Provider to the extent of the aforesaid Chargeback and Refund and any other moneys due to the Service Provider by the Merchant in terms of this Agreement. If there is insufficient funds available therein; the Merchant shall within 48 (forty eight) hours of finding out negative balance or insufficient balance in his Merchant Panel and/or on receipt of the e-mail from the Service Provider and/ or claim from the Service Provider undertakes forthwith without any demur, protest, dispute or delay, to pay to the Service Provider, the amount of the Chargeback/dispute/Refund to the extent to which such funds proves inadequate. Without prejudice to any other of Service Provider's rights and remedies, in the event that the Merchant does not make any payment to Service Provider by its due time (within 48 hours) or on demand as required under this Agreement, the Service Provider shall be entitled to charge interest on such overdue amount upon completion of the said 48 (Forty Eight) hours (as the case may be) until the date of payment in full, at the rate of 2-4 % per month, solely as per Service Provider's discretion. It is agreed that any claim or dispute arising out of non-payment of Refund / insufficient balance shall be the absolute liability of the Merchant AND the Merchant hereby indemnifies the Service Provider and the Facility Providers against any claims, dispute initiated by any Customers/ Facility Provider or any third party/ authority enforced on the Service Provider, Acquiring Banks/ Card Schemes/ payment service provider etc. for the non-payment of such Transactions.
- 13.4 Credit Facility on Refunds: Since the Merchant will not be allowed to initiate Refunds of amount greater than the balance amount held with Service Provider; The Merchant may face Refund related issues from the Customers such as, "the Refunds were blocked by Service Provider due to insufficient or no balance amount in Merchant account held with Service Provider". In order to avoid such Refund issues and to continue the smooth Refund process, the Merchant may avail the credit facility on Refunds where in the Service Provider at its sole discretion may allow the Merchant to initiate Refunds of amount greater than the balance amount available with Service Provider. This facility will allow additional time not exceeding 7 (Seven) calendar days to the Merchant to arrange for funds against refunds so initiated. To avail the credit facility the Merchant shall give separate written instructions to Service Provider, Service Provider on its sole discretion may grant the credit facility on Refund to the Merchant. The Merchant agree that the repayment of credit facility on Refund shall be governed by all the sub clauses (13.1), (13.2) and (13.3) above and also by the special terms and conditions formed by Service Provider for credit facility on Refund.
- 13.5 Customer Grievance Redressal and Dispute Management Framework which includes Customer Grievances Redressal and turnaround time for dispute resolution, dispute resolution mechanism and reconciliation of payments by Service Provider is mentioned in <https://www.ccavenue.com/customer-grievances-policy.jsp>
- 13.6 The Merchant agrees that Refunds of failed Transactions are dealt as per the process mentioned in Customer Grievance Redressal and Dispute Management Framework mentioned <https://www.ccavenue.com/customer-grievances-policy.jsp>
- 13.7 The Merchant agrees that the Refunds initiated by Merchant shall be routed through the Escrow Bank Account and original method of payment unless specifically agreed between the Merchant and Customer to credit through an alternate mode. The Merchant hereby confirms that Service Provider has no responsibility if Refunds are processed through alternate mode agreed between Merchant and Customer.
- 13.8 The Merchant acknowledges that the Fees and Charges & Platform fees charged by the Service Provider shall not be refunded by Service Provider irrespective of any Chargeback or Transaction being rejected, refunded or disputed.

14 GENERAL PROVISIONS:

- 14.1 Applicability: Only those terms and conditions set forth in this Agreement that relate to the specific services availed by the Merchant from the Service Provider shall be applicable and binding upon the Merchant including such terms as enforced by the Facility Providers.
- 14.2 Entire Agreement: This Agreement constitutes the entire Agreement between the Service Provider and the Merchant pertaining to the subject matter hereof and supersedes in their entirety all written or oral Agreements between the Parties.
- 14.3 Relationship between Parties: The Parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.
- 14.4 Severability: If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
- 14.5 Variations of Agreement: Both Parties hereto may amend these terms and conditions or to introduce new terms and conditions. Any such variations or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post and if the Merchant is unwilling to accept such variation or amendment or introduction, the Merchant shall notify the Service Provider in writing by registered post within five days from the receipt of the notification by the Service Provider.
- 14.6 Assignment: This Agreement may not be assigned by the Merchant without the prior written consent of the Service Provider. The Service Provider may assign all its rights, titles, benefits under this Agreement to any of its affiliates/ third party, such assignment shall apply to and bind any successor or permitted assigns of the Parties hereto.
- 14.7 Rights and Remedies; Waiver: All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive. If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
- 14.8 Survival of Provisions: Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.
- 14.9 Liability upon Expiration: Neither Party shall be obligated to extend or renew this Agreement.
- 14.10 Jurisdiction and Governing law: The laws of India only and no other nation shall govern this Agreement. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under or in relation to these terms and conditions.
- 14.11 Headings and sub – headings: The headings and sub headings in this Agreement are for convenience only and do not affect the meaning of the relative section / clause.
- 14.12 Disclosure of information: The Service Provider will be entitled at any time to disclose information concerning the Merchant to any authorised assignee, Facility Providers or to its own employees or directors basis in connection with the payment gateway mechanism facilities provided by the Service Provider. This clause shall survive the termination of this Agreement. The Merchant shall not, without the prior written consent of the Service Provider, the Facility Providers, disclose the identity of any Customer who has entered into a Transaction or any information whatsoever relating to any Transactions to any other person or otherwise use any information acquired by it in relation to such Customers other than for the purposes of this Agreement except where (i) information already known or independently developed by the recipient prior to or independent of the disclosure; (ii) information in the public domain through no wrongful act of the recipient, (iii) information received by the recipient from a third party who was not under

any legal impediment to disclose it, (iv) information required to be disclosed by any order of a court or regulatory authority of competent jurisdiction to the extent specified in the order

14.13 The individual signing this Agreement certifies that he/she is an authorized principal, partner, officer, signatory or other authorized representative of Merchant identified above, is thereby fully authorized and appointed by valid board resolution and/or authority letter to bind Merchant to contractual obligations and is authorized to provide the information contained in this Application. The signatory of this Application also certifies that all information and documentation submitted in connection with this Application are complete and correct in all material respects. Merchant authorizes Service Provider to obtain and verify through webcrawling or otherwise, and to continue to obtain and verify, any information submitted in this application, including banking information, financial credit, or other information about Merchant, any relevant information regarding principals, partners, officers, or other authorized representatives of Merchant, and any other individuals listed on this Application, including the individual signing below, and for Service Provider to use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Service Provider to share such information with its affiliates or as otherwise allowed by applicable law.

14.14 Notices

a. Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, post, cable, facsimile or telex to

In the case of the Merchant	In the case of the Service Provider
The registered office address of the Merchant as mentioned on page 1 of this Agreement or as provided by Merchant from time to time.	Name: AVENUESAI LIMITED Address: Plaza Asiad, Second Floor, Station Road, Santacruz (West), Mumbai 400 054. India. Fax: 91-22-26480772,91-22-67425542 Tel. 022-67425555 Email: merchantoperations@ccavenue.com ATTN:- Merchant Operations team

b. Notice will be deemed given: In the case of hand Delivery or registered mail or e-mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;

c. Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

15 **ARBITRATION:** The parties will endeavour to settle amicably by mutual discussion any disputes, differences or claims whatsoever related to this Agreement. Failing such amicable settlement the dispute shall be settled by arbitration. The Arbitration and Conciliation Act 1996 (and any subsequent amendment to this act) shall govern the arbitration proceedings. The arbitration shall be held in Mumbai, India. The language of arbitration shall be English and the arbitral award shall be final and binding on both the parties. The arbitration proceedings will be held before the sole Arbitrator appointed by mutual consent of both the parties. Any arbitration award will be final and binding on the parties, and judgment there on may be entered in any court of competent jurisdiction. This Agreement (including its jurisdiction clause) shall be governed by, construed and take effect in accordance with the laws of India. The courts of Mumbai shall alone have jurisdiction in all matters.

SCHEDULE I TERMS & CONDITIONS FOR PAYMENT AGGREGATION SERVICES

These terms and conditions and any annexures thereto constitute a legal agreement between _____ (hereinafter referred as "Merchant ") and AVENUESAI LIMITED, (hereinafter referred as "Service Provider/ CCAvenue") using Payment Aggregation services of AvenuesAI Limited. These terms and conditions form part & parcel of the Master Service Agreement for Payment Aggregation & shall be read along with the Master Service Agreement for Payment Aggregation for execution and interpretation thereof.

1 PAYMENT TERMS:

- 1.1 Subject to the terms of this Agreement, Service Provider will make payment of the Settlement Amount to the Merchant's bank account (and or to the bank account of Business Associates of the Merchant as per written instructions of the Merchant in case of Sub-Id facility) as per the Platform Fees and payment schedule agreed between the Parties in the activation email or in writing, from time to time. If there are insufficient funds available in Merchants account, the Service Provider shall claim from the Merchant such amount to the extent the funds are insufficient; which the Merchant on receipt of the claim undertakes forthwith to pay to the Service Provider without any delay. The Merchant shall confirm the Customer Order within permissible time mentioned on the Merchant Panel provided by the Service Provider from the date the Customer Order was placed;
- 1.2 Payment of the Settlement Amount shall be made as per the Platform Fees and payment schedule agreed between the Parties in the activation email or in writing, from time to time. The Settlement Amount to be paid in the bank account of the Merchant as communicated by the Merchant in writing and on receipt of Proof of Delivery of the relevant Product/ Service and the Service Provider will deliver its payments to the Merchant as promptly after these dates as is practicable. The Platform Fees and the payment schedule may be revised by the Service Provider as agreed between the Service Provider and Merchant from time to time.
- 1.3 The Merchant may avail the facility of Express Settlement i.e. payment of the Settlement Amount on T+0 Business Day basis i.e. on the date of Transaction subject to approval of Service Provider. The Merchant has further instructed the Service Provider to charge express Settlement charges on the Transaction amount to the Merchant for the facility of Express Settlement. The Merchant agrees and confirms that facility of Express Settlement i.e. Settlement of Customer Charge on T+0 Business Day basis i.e. on the date of Transaction is subject to approval of Service Provider and the Service Provider shall have a right and sole discretion to revoke the approval without any reason whatsoever. The Merchant confirms that where day is a Sunday or public holiday the payment of Customer Charge shall be made on the next Business Day of the date of Transaction.
- 1.4 EMI Services: The Merchant hereby agrees that EMI services shall be offered at the discretion and as per the terms and conditions of the respective Issuing Bank/ Institution, Payment Instrument Provider, Facility Providers and the Service Provider. The Merchant further undertakes that:-
 - i. EMI calculator shall be available on the Merchant Site in order to provide the EMI calculation to the Customer. The Customer shall be charged the full amount of the Customer Charge at the time of making Transactions.
 - ii. Thereafter, the Service Provider shall send details of settled Transactions for conversion of the Transaction to EMI along with complete details to the Issuing Bank/ Payment Instrument Provider within prescribed time. Service Provider shall not be responsible if the EMI Transactions are cancelled / reversed.
 - iii. The Issuing Bank/ Payment Instrument Provider shall convert all Transactions approved by them to EMI within their prescribed time. The final decision on whether a Transaction can be converted to EMI is taken solely by the respective Issuing Bank/ Payment Instrument Provider.
 - iv. The Merchant further confirms, undertakes and assures that the Service Provider shall not be liable in case of any dispute raised by the Customer with respect to the rejection of EMI option to a Customer after a Transaction has been confirmed, irrespective of the Customer Charge amount is already paid to the Merchant or not. The Merchant assures that the Customer shall raise such dispute related to non-conversion of EMI directly with the Issuing Bank/ Payment Instrument Provider.
 - v. The Merchant agrees that Issuing Bank/ Payment Instrument Provider may charge interest rate to the Customers as per its internal policies and other regulatory factors from time to time. The Service Provider has no authority deciding the rate of interest, repayment terms, charges and any other terms and conditions of the EMI Scheme.
- 1.5 Notwithstanding anything to the contrary contained anywhere in this Agreement, the Merchant consents and agrees that the Service Provider shall make Settlement of Transactions to the Merchant only after the Service Provider receives the Transaction amount from the Facility Providers through the Escrow Bank Account. The Merchant further consents that the Service Provider shall not be liable directly or indirectly for any delay in settlement of Transaction amount by the Facility Providers. Additionally, the Merchant agrees that the Platform Fees charged by the Service Provider are subject to change without advance notice to the Merchant if such change is a requirement of and on account of Government Authority, RBI, Card Scheme, Facility Providers and issuer interchange.
- 1.6 Taxes: Each Party shall bear and pay respective taxes as made applicable by the Government authorities from time to time. The Merchant covenants to comply with all the compliances mandated under the Goods and Services Tax (GST) as and when the same is implement by the relevant Government authority, including but not limited to filing valid tax return relating to its Transactions with the Service Provider. In case any credit, refund or other benefit under GST is denied to the Service Provider or is delayed due to any non-compliance by the Merchant (such as failure to upload the details of Supply of goods/service on the GSTN portal, failure to pay GST to the Government, lower compliance rating etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Merchant with the Government or the Service Provider, the Merchant agrees to indemnify, defend and hold harmless the Service Provider and reimburse the Service Provider for the loss including , but not limited to, the tax loss, interest, penalty, reasonable costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise; including, without limitation, reasonable attorneys' fees and costs (whether or not a suit is filed).

2 COVENANTS AND REPRESENTATIONS OF THE MERCHANT:

- 2.1 The Merchant shall comply with PA-DSS compliances (if applicable) and shall report to the Service Provider in case of an information security incident related to systems or information.
- 2.2 The Merchant shall use the Service Provider's services and other facilities only for the Merchant's Website/ URL / Mobile App/ POS terminal registered with Service Provider. The Merchant shall use the Service Provider's services only for selling/ providing the Products and Services mentioned in Annexure A and for no other Products or Services. In case of any deviation from the Services without prior written approval of the Service Provider, the Merchant undertakes to be abiding by the decisions of Service Provider including suspension of the pay out or Refund to Customer or termination of Service Provider's services.
- 2.3 The Merchant hereby agrees, assures and covenants as under, as far as American Express Card processing is concern:-
 - a. The Merchant must comply with, the American Express Data Security Operating Policy, a copy of which is available at www.americanexpress.com/datasecurity and which American Express Card may amend from time to time in accordance with its terms.
 - b. The Merchant must indicate its acceptance of the American Express Card whenever it communicates the payment methods it accepts to Customers and display the American Express Card Marks according to the American Express Card guidelines/ Terms and Conditions and as prominently as warmly welcoming American Express Cards and in the same manner as any other Payment Product.
 - c. The Merchant must not (i) try to dissuade American Express Card members from using the American Express Card; (ii) criticize or mischaracterize the American Express Card or any of its services or programs; (iii) try to persuade or prompt American Express Card members to use any other

- payment Products or any other method of payment (e.g., payment by cheque); (iv) impose any restrictions, conditions, or disadvantages when the American Express Card is accepted that are not imposed equally on all other payment Products (except where expressly permitted under applicable national law); or (v) promote any other payment Products (except the Merchant's own card that it issues for use solely at its establishments) more actively than it promotes the American Express Card.
- d. The Merchant must not (i) engage in activities that harm American Express Card's business or brand; or (ii) indicate or imply that it prefers, directly or indirectly, any other payment Products over the American Express Card. If American Express provides notice to Service Provider that Merchant has breached this provision, Service Provider reserves its right to cease submitting Charges within 2 Business Days and require Merchant to remove all American Express identification, logos and decals from Merchant's website immediately. If American Express determine that Service Provider on behalf of the Merchant vide this Agreement has failed to cease submitting Charges after receipt of such information from American Express and that Service Provider have breached this provision due to default of Merchant, Service Provider shall be penalized the amount of Five Thousand United States Dollars (\$5,000.00 USD) or in equivalent Indian Rupees for continuing to submit Charges. This penalty will apply on a monthly basis. Accordingly, if Service Provider submits Charges during July and again in August, Service Provider will be penalized twice. If penalized, Service Provider agrees to remit payment to American Express within 30 days of your receipt of an invoice. If Service Provider fails to remit such payment, American Express may debit all relevant amounts from the bank account Service Provider have designated to receive payments from American Express pursuant to this Agreement. The Service Provider in event of such penalty been imposed by American Express reserve its right to impose the same on Merchant and the Merchant agrees to pay such penalty to Service Provider forthwith without any demur or protest, dispute or delay.
- e. The Merchant shall maintain Customer service information that is readily available for review by American Express Card member transacting with Merchant. The Customer service information should include clear instructions on how to contact Merchant if the American Express Card member has any question about a Transaction. At a minimum, the instructions must provide an active Customer service e-mail address and a Customer service telephone number for the Merchant and for Service Provider an email address and web page address on Service Provider's Web site where American Express card members can access Transaction information.
- f. The Merchant hereby agrees, covenants (i) to accept Cards in accordance with the terms of the Merchant Agreement; (ii) to authorise Service Provider to submit Transactions to, and receive settlement from American Express Card on behalf of the Merchant; (iii) to authorise Service Provider to disclose Transaction data, Merchant data, personal information and other information about the Merchant to American Express Card and its affiliates, agents, subcontractors, and employees, and allows American Express Card and its Affiliates, agents, subcontractors, and employees to use such information to perform under the Agreement, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose; (iv) to display American Express Card Marks and give Amex equal representation with any signage, decals or other identification when promoting payment methods and remove them in case of termination of Merchant Agreement; (v) to enable Service Provider to comply with its obligations in relation to Card member disputes, Transaction processing, authorisation, submission and protecting Card member information; (vi) to comply with all applicable laws, rules and regulations relating to the conduct of the Merchant's business; (vii) that Merchant shall warmly welcome American Express Cards, meaning that they either do not surcharge American Express Card members, or if they do, they apply a surcharge that is not more than any surcharge they apply to other credit cards and they do not discourage Card members from using their Cards; (viii) that the third party vendor approved by American Express Card may visit the office of Merchant to assess and document warmly welcoming performance of American Express Card; (ix) that the refund policies of Merchant for purchases on the American Express Card must be at least as favourable as their refund policies for purchases on any Other Payment Product and the refund policy must be disclosed to Card members at the time of purchase and in compliance with applicable law; (x) to abide by the limitation on American Express Card's liability set forth in this Agreement; (xi) provides third-party beneficiary rights to American Express Card with the ability to enforce the terms of the Merchant Agreement against the Merchant as necessary to protect the American Express Card brand; (xii) provides American Express Card with the ability to enforce industry-specific requirements of which American Express Card notifies the Service Provider in writing from time to time; (xiii) to ensure that Merchant website does not contain libellous, defamatory, obscene, pornographic, or profane material or any information that may cause harm to any individuals or to the American Express Card brand; (xiv) to allow Service Provider and American Express Card to conduct audits, periodic oversight reviews, collect documents, "know your Customer" ("KYC") and anti-money laundering ("AML") checks in accordance with all applicable laws and regulations and to enable American Express Card to satisfy its obligations under applicable local law and any other requirements imposed by regulators; (xv) Sponsored Merchants must not process any Charges that would be considered Prohibited Uses as outlined in section 2d of the American Express Card Terms and Conditions.
- g. The Merchant ensures that each of its owners, directors, employees and every other person working on its behalf, has not and shall not, in connection with this Agreement or in connection with any other business Transactions involving American Express Card, make any payment or transfer, or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of a government corporation or public international organisation); (ii) any political party, official of a political party, or candidate for public office; (iii) an intermediary for payment to any of the foregoing; or (iv) any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the US Foreign Corrupt Practices Act 1977.
- 2.4 As per the RBI Guideline, Merchant is not allowed to store customer card data irrespective of the Merchant being PCI-SSF compliant or otherwise. Merchants shall, however, be allowed to store limited data for the purpose of Transaction tracking and/or reconciliation only, for which the required information may be stored in compliance with the Applicable Law. If the Merchant's Website is accepting and transmitting customer card data then, the Merchant must be PCI-SSF compliant. The Merchant hereby undertakes and agrees that they shall not store any customer card data irrespective of being PCI-SSF compliant. The Merchant further indemnifies the Service Provider in case of any claim, proceeding, loss or liability arising due to non-compliance with the RBI Guideline. Further, the Service Provider reserves the right to audit the Merchant for PCI-SSF and PCI-SSF compliance as per the directions of RBI.
- 2.5 The Merchant undertakes to be abided by the Master Card Rules all the time, the detailed manual of the rules can be referred from the link: (http://www.mastercard.com/us/merchant/pdf/BM-Entire_Manual_public.pdf) this link is subject to change as per the amendments made in manual of Master Card, uploaded from time to time. Important sections of the Master Card Rules that the Merchant undertakes the following :
- a. On an on-going basis, the Merchant to promptly provide the Service Provider with the current address of each of its offices, all "doing business as" (DBA) names used by the Merchant, and a complete description of goods/Products sold and Services provided.
- b. In the event of any inconsistency between any provision of the Merchant Agreement and the Standards (i.e. the Manual), the Standards (the Manual) will govern.
- c. The Service Provider may require any changes to Merchant's Website or otherwise that it deems necessary or appropriate to ensure that the Merchant remains in compliance with the Standards governing the use of the Marks.
- d. This Merchant Agreement automatically and immediately stand terminated if the Master Card Corporation de-registers the Service Provider or if the Facility Providers ceases to be a Customer for any reason or if such Acquirer fails to have a valid License with the Corporation to use any Mark accepted by the Merchant.
- e. The Service Provider may at its discretion or at the direction of its Facility Providers immediately terminate the Merchant Agreement for activity deemed to be fraudulent or otherwise wrongful by the Service Provider, and Facility Providers.
- f. The Merchant acknowledges and agrees:
- i. To comply with all applicable standards, as amended from time to time;
- ii. That the Master Card Corporation is the sole and exclusive owner of the Master Card Marks;
- iii. Not to contest the ownership of the Marks (of Master Card corporation) for any reason;
- iv. The Master Card Corporation may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Master Card

Marks for any reason;

- v. The Master Card Corporation has the right to enforce any provision of the Standards and to prohibit the Merchant and/or its Payment Facilitator from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Master Card Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's confidential information as defined in the Standards, or both; and
 - vi. The Merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.
- 2.6 The Merchant undertakes to be abide by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
 - 2.7 The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represent that the Merchant holds valid licenses, brand proofs, tie-up Agreements from its business associates and the Merchant is legally authorised to sell the Products and Services online through the Merchant's Website.
 - 2.8 The Merchant shall provide supporting documents to the Service Provider at the time of execution of this Agreement and upon change in details provided under this Agreement. The Merchant shall provide the KYC documents to Service Provider on an interval of one year or as and when requested by the Service Provider.
 - 2.9 The Merchant shall keep updated on the Merchant Website all the policies including but not limited to privacy policy, refund and return policies, Chargeback policy (I accept policy), Customer Grievance Redressal (including turnaround time for resolving queries), and other terms and conditions pertaining to the Products and Services of the Merchant. The Merchant shall provide a copy of these documents as and when requested by the Service Provider.
 - 2.10 Where the Service Provider is operating as a TSP to the Merchant, the Merchant agrees and undertakes that the Service Provider sole responsibility is processing of Transactions on the instructions of the partnering bank, the Merchant agrees that the Service Provider shall have no responsibility towards any chargebacks, refunds, claims, fraud, penalty, losses, damages, complaints from any Governmental Authority observed on the Merchant. Additionally, Merchant undertakes to not hold the Service Provider liable for any action, inaction, negligence of the partnering Bank.
 - 2.11 The Merchant undertakes and declares that, neither the Merchant nor any of its affiliates or any of their respective Beneficial Owners, are Politically Exposed Persons (PEPs) as defined under Applicable Laws. Merchant further agrees to promptly notify the Service Provider in writing if this declaration becomes inaccurate or untrue at any time during the course of using the Service Providers services. Capitalized terms used but not defined herein shall have the meanings assigned to them under the Know Your Customer (KYC) Guidelines issued by the Reserve Bank of India (RBI), as amended from time to time. Merchant agrees and undertakes to provide declaration for Beneficial Owner and PEPs to the Service Provider at the time of on-boarding or as and when requested by the Service Provider.

3 COVENANTS AND REPRESENTATIONS OF THE SERVICE PROVIDER

- 3.1 Service Provider has received requisite authorisation/ license from RBI as per the said RBI Guideline and has right, power and authority in full force to enter into this Agreement and perform its obligations. Service Provider shall obtain necessary licenses for providing the services under this Agreement.
- 3.2 Service Provider is PCIDSS certified and has implemented applicable security measures as per the said RBI Guideline.
- 3.3 Service Provider has appointed Nodal Officer responsible for regulatory and Customer grievance handling functions in accordance with the said RBI Guidelines. The details of the Nodal officer are mentioned on our website link <https://www.ccavenue.com/Customer-grievances-policy.jsp>.
- 3.4 Service Provider undertakes to comply with Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) guidelines issued by the Department of Regulation, RBI, as updated from time to time.
- 3.5 Service Provider will make the Settlement of Customer Charge as per the payment schedule agreed in writing with the Merchant.

4. SUB- ID CREATION:

In case of addition of Business Associate/s, (Business Associate" shall mean entity referred or on-boarded by the Merchant as per the terms and conditions of this Agreement). The Merchant shall give written instructions to Service Provider through the mandate letter or any other format as specified by Service Provider from time to time. Following terms should additionally apply to the arrangement of creating any Sub-Id. The Merchant will be allotted a main Merchant ID (MID) by the Service Provider on the Effective Date. Through this Agreement the Merchant will be able to extend the payment aggregation services of the Service Provider to the Business Associates, which will allow the Business Associates to receive online payments from their Customers. For the said purpose the Service Provider has agreed to create Sub-Id's for the Business Associates of the Merchant. The addition of any new Business Associates shall be intimated by Merchant to the Service Provider in the format specified by Service Provider. The Service Provider shall make the Settlements of the Customer Charge after due deductions to the designated bank account of the Merchant or the Business Associate as directed by the Merchant in writing. The Merchant will provide the necessary KYC documents of such Business Associates as per the requirements of the Service Provider. The Parties have agreed that all the terms and conditions, warranties, covenants addressed to Merchant herein shall be equally applicable to the Business Associates of the Merchant. Any default, Chargeback, Refund, claim observed or received on Business Associates MID or Sub-Id's shall be the responsibility of the Merchant. The Merchant hereby undertakes to indemnify the Service Provider for the acts and omissions of the Business Associates. To avail the facility of Sub-Id's the Merchant must intimate the Service Provider in writing, the Service Provider reserves right to approve or reject the onboarding of Business Associate's as per its sole discretion. Termination of this Agreement will automatically terminate all the Sub-id's.

SCHEDULE II TERMS & CONDITIONS FOR POS (POINT-OF-SALE) SERVICES

These terms and conditions and any annexures thereto constitute a legal agreement between _____ (hereinafter referred as "Merchant") and AVENUESAI LIMITED, (hereinafter referred as "Service Provider/ CCavenue") using POS Terminal of AvenuesAI Limited. These terms and conditions form part & parcel of the Master Service Agreement & shall be read along with the Master Service Agreement for execution and interpretation thereof.

1. PAYMENT TERMS:

- 1.1 The Merchant shall pay all Fees and Charges, Platform Fees as mentioned in "Welcome Letter" or otherwise agreed between the Parties in writing or on email, related to lease of the POS Terminal including but not limited to the charges as mentioned below:
 - One time installation cost
 - Rental cost of POS Terminal.
 - SIM cost
 - Maintenance charges
 - One time refundable Usage Deposit.
 - Merchant shall pay all Fees and Charges, Platform Fees penalties, interest, levies, taxes, reimbursements and/or any other charges/liabilities which may be incurred (directly or indirectly) by Service Provider in relation to POS Terminal & related services rendered to the Merchant, including but not limited to charges mentioned in the "Welcome Letter".
- 1.2 Failure on the part of the Merchant to make the above payments shall result in:
 - Late payment fees, penalties, interests, and/or any other charges as may be raised by the Service Provider.
 - Netting/set off by Service Provider of any and all amounts of the Merchant which are accessible to Merchant including from the virtual balance of Merchant maintained with the Service Provider, and/or the initiation of appropriate legal proceedings against Merchant for recovery of its dues and/or blacklisting of Merchant.
- 1.3 Details of the Fees and Charges, Platform Fees are set out in "Welcome Letter" signed by the Merchant or otherwise agreed between the Parties in writing or on email. The terms mentioned in the Welcome Letter shall supersede the terms of the Agreement solely to the extent of any specific changes or modifications expressly mentioned therein.
- 1.4 Service Provider reserves the right to amend the Fees and Charges, Platform Fees on account of the mandates of the Reserve Bank of India or Facility Providers or as per Service Provider's business promotion schemes which shall be informed by the Service Provider to the Merchant and such change shall deem to be accepted by the Merchant, if no written communication of non-acceptance of change is received from Merchant within 7 days of such intimation of change.
- 1.5 If the Merchant defaults in payment of Fees and Charges, Platform Fees or any other payments for two months, the Service Provider reserves the right to deactivate / de-install the POS Terminal without any intimation to the Merchant and Merchant shall return the POS Terminal to Service Provider's representative, failing which Service Provider shall recover the cost of the POS Terminal from the Merchant without any notice.
- 1.6 The Service Provider will make the Settlement on T + 1 Business Days. However, the Settlement shall be made as per the payment schedule agreed with the Merchant in writing.
- 1.7 Notwithstanding anything to the contrary contained anywhere in this Agreement, the Merchant consents and agrees that the Service Provider shall make Settlement of Transactions to the Merchant only after the Service Provider receives the Transaction amount from the Facility Providers. The Merchant further consents that the Service Provider shall not be liable directly or indirectly for any delay in settlement of Transaction amount by the Facility Providers. Additionally, the Merchant agrees that the Fees and Charges/ Platform Fees charged by the Service Provider are subject to change without advance notice to the Merchant if such change is a requirement of and on account of Government Authority, RBI, Card Scheme, Facility Provider and issuer interchange.

2. COVENANTS, REPRESENTATIONS & UNDERTAKINGS OF THE MERCHANT:

A. INSTALLATION OF POS TERMINAL:

- 2.1 The Service Provider, at the request of Merchant & at its sole discretion, by itself or through its third party service provider may provide the Merchant with one or more POS Terminal(s) including ancillary devices as it considers appropriate so as to facilitate a valid card/ other Transaction's at the Merchant Establishment. Service Provider shall be entitled to charge the Merchant, Fees and Charges, Platform Fees for the POS Terminal, its accessories including but not limited to any installation or other charges.
- 2.2 The Merchant acknowledges that the Merchants shall be solely responsible for the provision of any facilities and utilities which are required for the installation, operation and maintenance of the POS Terminal including without limitation provision of regular electricity connection, secure telephone lines, secure internet connection and the Service Provider shall not be responsible or liable for making payment of any charges and costs in relation to such facilities and utilities.
- 2.3 The Merchant agrees that the POS Terminal shall be used exclusively at the Merchant Establishment and for the purpose of facilitating the Transactions in connection with purchase of Products &/or Services for which the Merchant has been approved by the Service Provider and for no other purpose whatsoever.
- 2.4 Where the Merchant is the owner of the Merchant Establishment, the Merchant hereby expressly agrees and consents to the installation of the POS Terminal at the Merchant Establishment to enable the processing of Transactions.
- 2.5 Where the Merchant is a lessee, licensee, or not the full owner of the Merchant Establishment, Merchant warrant that the Merchant has obtained all necessary permission/s from all concerned, to permit Service Provider (or its authorized third party service provider) to install the POS Terminal at the Merchant Establishment to enable the processing of payments of transactions made by the Customers.

B. TERMS OF USE OF POS TERMINAL:

- 2.6 The Merchant shall read and abide by the terms of the user manual submitted at the time of installation, prior to usage of the POS Terminal.
- 2.7 Merchant shall strictly comply with the user directions as specified in the documentation and communicated by the Service Provider from time to time.
- 2.8 Merchant shall ensure that the POS Terminal are kept dry and do not get wet or submerged within water or any other liquid.
- 2.9 Merchant shall not tilt or forcefully plug and unplug the charging interface;
- 2.10 The POS Terminal shall not be used in hazardous environments, extreme environments like (high heat) or where there is a possibility of the POS Terminal getting contaminated with any toxic gas and radioactivity;
- 2.11 Merchant shall only use the charger provided with the POS Terminal for charging.
- 2.12 Merchant shall not (a) rent, sublease, transfer, provide access to or sublicense the POS Terminal to any third party; (b) reverse engineer, decompile, disassemble, tamper with or otherwise seek to obtain the source code or non-public APIs to the Software or the POS Terminal; (c) copy or modify the Software or POS Terminal or any documentation, or create any derivative work from any of the foregoing; (d) remove or obscure any mark, logo, name, serial number, model number, or proprietary or other notices contained in the POS Terminal.
- 2.13 The Merchant shall ensure that at all times, only trained personnel and employees of the Merchant operate the POS Terminals.

- 2.14 Merchant shall ensure that all the persons using the POS Terminal shall be deemed to be agents of the Merchant. Service Provider shall not be responsible for any dispute whatsoever arising between the Merchant and its agents or Customers. Merchant agrees to compensate / reimburse to Service Provider all losses, demands, actions, costs, expenses and liabilities whatsoever that maybe suffered, incurred or sustained by Service Provider as a result of, or arising from the use or misuse of the POS Terminal, whether direct, indirect or consequential.
- 2.15 The Merchant shall take appropriate measures to protect the POS Terminals from any damage, loss, theft or defect and to prevent any tampering or unauthorised modification of the POS Terminals. The Merchant shall ensure that no data or information relating to the Card shall be captured or recorded in any manner at the POS Terminals, including skimming of card information, data phishing, hacking and carding.
- 2.16 The Merchant shall be responsible for the safekeeping/maintenance of the POS terminal provided by the Service Provider and for the secrecy of any software and keys (embedded into the POS terminal) and shall neither allow or facilitate any piracy, nor violate any copyright/ trademark relating to any software or other intellectual property rights.
- 2.17 The Merchant shall report to Service Provider any faulty or suspected fault in the operation of equipment within one day of the installation of the POS Terminal.
- 2.18 **Lock-in period** - Merchant agrees that each POS Terminal if ordered by Merchant shall have a minimum period of usage as communicated by the Service Provider, also referred to as the "Lock-in Period" commencing from the date of deployment of the POS Terminal at the Merchant Establishment. It is to be clarified that in the event this Agreement is terminated before the expiry of the Lock-in period, or if the Merchant deactivates or returns a particular POS Terminal or set of POS Terminals, before the expiry of the Lock-in period, Merchant shall make a one-time payment to Service Provider of an amount equivalent to the remaining rental or fees (as applicable) for the unexpired duration of the Lock-in Period for such POS Terminals.
- 2.19 **Damage to POS Terminal** - Merchant agrees and undertakes to take entire responsibility for damage of any type & manner whatsoever caused to the POS Terminal post the delivery of the POS Terminal to the Merchant and during the usage of the POS Terminal by the Merchant or its agents. The Merchant undertakes to reimburse to the Service Provider the cost of such damage which shall be limited to the cost of the POS Terminal depending on the damage caused.
- 2.20 **Repair of POS Terminal** - Merchant agrees and undertakes to pay to the Service Provider all the expenses that may be incurred by Service Provider for repairing/replacing the equipment which may get damaged as a result of improper/mishandling by the Merchant &/or its agents.
- 2.21 **Theft/ loss of POS Terminal** - In the event where the POS Terminal is lost, stolen the Merchant shall promptly and no later than 1 hour from the POS Terminal being lost or stolen intimate the Service Provider. The Merchant agrees and undertakes to pay in full to the Service Provider the entire cost of the POS Terminal. The Merchant shall also register and FIR in the local police station for POS Terminal loss or theft and share such copy with the Service Provider.
- 2.22 **Non-Use of POS Terminal** - In case the POS Terminal is not used by the Merchant for a period of 30days or more, the Service Provider shall have a right to penalise the Merchant.

C. OTHER TRANSACTION AND POS RELATED COVENANTS, REPRESENTATIONS & UNDERTAKINGS:

- 2.23 The Merchant hereby agrees to undertake that all transaction must be made in INR unless otherwise agreed in writing between Service Provider and the Merchant.
- 2.24 After ensuring that the card, Payment Instrument is valid, the Merchant, shall proceed to use the Payment Instrument on the POS Terminal. In respect of a card Transaction, the Merchant shall ensure entering of PIN by the cardholder and additionally ensure that while entering of PIN sufficient privacy is given to the cardholder.
- 2.25 On presentment of a card &/or other Payment Instrument, by any Customer who seeks to make payment for the purchase of any Product &/or Service, the Merchant shall ensure that the Presentment Conditions are fulfilled, on fulfilment of all the conditions, the Merchant shall swipe/ dip the Card on the POS Terminal or take such other action stipulated by the Service Provider for capture of details of the card/ Payment Instrument. On successful completion and receipt by the Merchant of the chargeslip, the Service Provider shall collect and transmit the Customer Charge (less deductions) to the Merchant Account.
- 2.26 The Merchant shall obtain the signature of the card member on the Charge Slip/Mobile Device in case of Mobile POS Terminal (mPOS) and verify the same with the signature of the Card Member on the back of the Valid Card. In case of a photo card, merchant shall also verify that the photograph on the card matches with the card holder. For international/foreign card transaction(s) the merchant should ensure that the identity proof of the cardholder, preferably a copy of the valid passport is verified and obtained.
- 2.27 The Merchant shall retain the Charge Slip(s) and the bill(s)/invoice(s) pertaining to the Charge Slip for a period of 18 months from submission date or such further period as Service Provider may stipulate from time to time and make those promptly available to Service Provider on request. The card holder copy of the charge slip is to be provided to the card holder duly completed.
- 2.28 As and when Service Provider representative requests for a particular Charge Slip, the same shall be handed over to Service Provider immediately. If on account of non-compliance, Service Provider incurs any loss, the same shall be made good by the Merchant inclusive of all charges, interest and costs.
- 2.29 The Merchant shall make best efforts to recover and retain any card:-
 - a. in respect of which a request has been made by a Card Organization to recover the card; or
 - b. which the Merchant has sufficient and reasonable grounds to believe to be counterfeit, fraudulent or stolen.
- 2.30 The Merchant shall promptly notify Service Provider of any such recovery and retention and will deliver the card so recovered to Service Provider within 24 (Twenty-Four) hours of such recovery and retention.
- 2.31 In respect of Card Transactions, the Merchant shall swipe credit/debit cards submitted by Customers and attempt to process such Transaction only on the POS Terminal. The Merchant shall not swipe/use his own Card on his POS Terminal provided to him or seek to effect a Transaction in its own favour.
- 2.32 The Merchant shall not capture, store or transmit (or attempt to capture, store or transmit) any card related information or any information related to the Transaction. The Merchant shall ensure to follow the requirements for protection of information related to the Cards and the Transactions as per the Applicable Law and Facility Provider guidelines in this regard.
- 2.33 The Merchant agrees to be bound by and shall comply with any and all directions provided by the Service Provider and Facility Providers, in respect of the operation and maintenance of the POS Terminals and availment of payment options facility.
- 2.34 Merchant shall use the POS Terminals only for the purpose of processing and transmitting the details and specifics in respect of any Transaction, in the manner and upon the terms and conditions provided for in this Agreement and as may be directed from time to time by the Service Provider.
- 2.35 Where the Merchant proposes to change the nature of business or merchandise sold, which may result in the Merchant Category to be changed, the POS Terminal shall be used only after such change is informed to Service Provider and acceptance thereof is conveyed by Service Provider to the Merchant.
- 2.36 The Merchant shall not describe itself as an agent or representative of the Service Provider or Facility Providers.
- 2.37 The Merchant shall not make or promise to make any payment (whether in currency, property or other thing of value) to any third person, firm or entity (including, without limitation, any Governmental Authority or representative thereof) for the purpose of improperly or fraudulently obtaining or retaining any business, licence, concession, franchise or any other benefit, by whatever name called.
- 2.38 The Merchant agrees and undertakes to display on the Merchant Establishment, such policies, notices, disclaimers, warranties and indemnities as the Service Provider may require, in its sole discretion, from time to time.
- 2.39 The Merchant shall not sublet/ permit/ contract the usage of the Services to any, including, without limitation, its associates, third parties and/or franchisees.

- 2.40 The Merchant shall honour and effect all Transactions which are sought to be made by Customers, the processing and settlement of which is supported by the Service Provider. The Merchant agrees not to engage in any practices or procedures that discriminate against, or discourage the use of any specific cards/payment mode whether in favour of cash or any other competing card brand. Without prejudice to the generality of the foregoing, the Aggregator shall ensure that the Merchant does not levy any fees, charges, costs and expenses on any Customer for permitting usage of the Card, BQR Facility/UPI Facility and/or BQR Facility or impose any minimum transaction limit for its use.
- 2.41 The Merchant acknowledge that Service Provider reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Services including, without limitation, the development of any updates, patches, upgrades and/or the procurement of new releases of any software or any changes in its Payment Mechanism and/or in the POS Terminals. The Merchant agrees and undertakes that in the event any modification to the Services is made by the Service Provider or Facility Provider as mentioned above, which modification requires the Merchant to suitably modify/upgrade its systems, the Merchant shall at its own costs upgrade, modify and change its systems as may be required to integrate the same with the Payment Mechanism and/or make such required modifications in the POS Terminals, as the case may be after such modification of the Services.
- 2.42 In the performance of the Services, the Service Provider shall be entitled to assume that:
- Messages that originate from the POS terminals have been duly authorised by the Merchant;
 - Messages that originate from the server of the Merchant or the server of a third party designated by Merchant (e.g., a host) have been duly authorised by the Merchant;
 - Messages that originate from the Customer are deemed to be authorised by the Customer;
 - All the information contained in any such messages is true and accurate; and
 - The Merchant has completed all necessary verifications before proceeding to authenticate and authorise a Transaction;
- 2.43 The Service Provider and Facility Providers shall not be liable for any losses or damages caused to any person whatsoever as a result of any such message being unauthorised, inaccurate or fraudulent.
- 2.44 The Merchant irrevocably agrees that all payment processing effected on the POS terminal, installed in the Merchant Establishment, shall be deemed to have effected by the Merchant, its authorised employees and / or agents. The Merchant shall not dispute claim or deny the payment processing for any reason.
- 2.45 The Merchant shall not deploy any other payment applications in the equipment which has the capacity to capture card number or card details except as agreed to by Service Provider. Under no circumstance shall the Merchant store the CVV Number, the PIN / the Magnetic stripe data or any other personal information of the card holder in any form.
- 2.46 If the Merchant has suffered a data compromise, the Merchant shall immediately provide all information to Service Provider and assistance as may be required by Service Provider to conduct further analysis.
- 2.47 The Merchant shall ensure that no Harmful Code is present in the Merchant's systems, and that no Harmful Code is introduced into any of the Service Providers POS Terminal or the Service Provider's systems & devices. In case any of the Service Provider's systems or devices or any customer information, or other data is compromised due to any Harmful Code, the Merchant shall fully indemnify the Service Provider for the same.
- 2.48 Notwithstanding anything to the contrary contained herein, the Service Provider shall be entitled to refuse to process and/or withhold payment in respect of any Transaction if - (a) the Merchant is in breach of any of the terms contained herein; (b) the Service Provider has reason to believe or Suspect that any Transaction, is suspicious, fraudulent, contrary to Applicable Law or rules, guidelines, circulars and directions issued by the Service Provider/ Facility Provider, (c) the Service Provider, in its discretion, determines that the Chargeback to sales ratio and/ or the fraud to sales ratio in respect of the Merchant is high; or (d) the Service Provider so determines on an assessment of the risk involved in processing any Transaction. For avoidance of doubts, it is clarified that the Service Provider shall not be required to pay any interest or other sum whatsoever on such amounts withheld pursuant to this clause.
- 2.49 The Merchant acknowledges and agrees that the Service Provider may introduce Additional Form Factors from time to time (including those not specifically illustrated herein) and agrees to comply with any and all directions and instructions of the Service Provider in respect of such Additional Form Factors. The Merchant agrees and acknowledges that any Additional Form Factors which the Service Provider may agree to offer in terms hereof will be offered in the sole discretion of the Service Provider and the Merchant agrees and undertakes to bear all risks, casts and expenses in relation to the provision thereof.
- 2.50 The Merchant shall, in respect of the Products/ Services, provide all such assistance and furnish all such information to the Service Provider, as may be required by the Service Provider, from time to time, and respond to all queries raised by the Service Provider, within 24 (twenty-four) hours from the time such a query is raised. In case of any delay on the part of the Merchant to provide such assistance/ information to the Service Provider or respond to the queries raised by the Service Provider, the Merchant shall be liable to pay to the Service Provider such penalty, charges, etc., as may be levied by Card Schemes, Facility Providers, Acquiring & Issuing Banks or any other Government Authority on the Service Provider, due to such delay.
- 2.51 The Merchant acknowledges and agrees that the Merchant shall be responsible for all Customer support, including, without limitation, in respect of any query/ complaint that a Customer may raise.
- 2.52 The Merchant agrees that if any Customer complaint has been forwarded by the Service Provider to the Merchant, the Merchant shall provide to the Service Provider, all the requisite information and support as the Service Provider may require, and resolve such complaints in accordance with the Standards.
- 2.53 The Merchant hereby acknowledges and agrees that the Service Provider has provided sufficient information and explanations to the Merchant with reference to the merchant category code assigned to the Merchant ("MCC"). The Merchant agrees and undertakes that it shall not submit a Card Transaction, UPI Transaction or banking Transaction to the Bank for processing which are not within the ambit of the MCC. In the event that the Merchant submits such transactions to the Service Provider for processing which are not within the ambit of the MCC, the Service Provider shall, without prejudice to its other rights hereunder, be entitled to levy such fine in respect of such default as the Service Provider may deem fit.

D. GENERAL COVENANTS, REPRESENTATIONS & UNDERTAKINGS:

- 2.54 The Service Provider and the Facility Providers shall not be a party to the agreement or dispute between the Customer and the Merchant. In the event of any dispute between the Merchant and the Customer whether in relation to any deficient, improper or incomplete Product or Service provided by the Merchant or otherwise, the Service Provider and the Facility Providers shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.
- 2.55 The Merchant undertakes to make timely payments of all the Fees and Charges, Platform Fees, monies, charges, and Chargeback amounts, Refund amount duly payable to Service Provider as and when demanded by Service Provider. Merchant also undertakes to payback any amount received in excess or erroneously from Service Provider within 7 (Seven) calendar days of receipt of claim from Service Provider without any delay, demur or protest.
- 2.56 The Merchant assures and guarantees to the Service Provider and the Facility Providers that the Merchant is acting in compliance with and shall at all-time act in compliance with all laws, rules, regulations, notification, and guidelines set by RBI/ Service Provider and the Facility Providers and further assures and guarantees that the Products and Services mentioned in Annexure B (List of Banned Products & Services) shall not be sold by the Merchant using services of Service Provider. Any Product or Service which is not in compliance with all Applicable Laws and regulations whether federal, state, local or international including the laws of India shall not be offered by the Merchant to its Customers through the services of Service Provider.
- 2.57 The Merchant further confirms, undertakes and assures that in the event of violation of any of the byelaws and standards of RBI, the Facility Providers and Service Provider by the Merchant and any penalty or charge imposed by the Facility Providers on the Service Provider for any violation for any reason whatsoever, the Merchant shall on receipt of the claim from the Service Provider undertakes forthwith without any demur, protest, dispute or delay, to pay to the Service Provider, the amount of the penalty / fine imposed by the Facility Providers on the Service Provider.

- 2.58 The Merchant shall not at any time require the Customer to provide the Merchant with any details of the accounts held by them with the Issuing Bank/ Payment Instrument Provider including, any passwords, account number, card numbers and PIN which may be assigned to them by the Issuing Banks or Payment Instrument Provider from time to time.
- 2.59 In the event of any inconsistency or conflict between any provisions of this Agreement and the Applicable Law, the Applicable Law shall prevail over the Agreement.
- 2.60 The Merchant is aware that the Service Provider and the Facility Providers are not guaranteeing any Transactions with the Customers in any manner whatsoever. The Merchant assures that the Customers will place the orders themselves and agree not to place orders on behalf of Customers.
- 2.61 The Merchant must ensure that it shall not:- (a) undertake/allow Transactions for anything other than the genuine purchase of the Products and/or Services that the Merchant provides; (b) impose any minimum or maximum Transaction values; (c) discriminate against the use of any Card or Payment Instrument in any way; (d) split a Transaction into two or more Transactions; (e) accept a Transaction or present Transaction Data for processing which was not undertaken directly between the Merchant and the Customer; (f) accept or process Transactions in order to give Customers cash; (g) accept any Transaction using any Card or Payment Instrument issued in the Merchant's name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Merchant's Business or the Business of the Merchant, or of the spouse or any member of the immediate family or household of any such person; (h) submit Transaction data which Merchant know or ought to have known is illegal; (i) Refund Transactions to a Card/ Payment Instrument which was not originally used to make such Transactions, and Merchant must not, under any circumstances, accept money from a Customer in connection with processing a Refund to the Customer's Account.
- 2.62 The Merchant acknowledges that the Facility Providers and the Service Provider have the right to enforce any provision of the Facility Providers standards to prohibit any Merchant conduct that may injure or may create a risk of injury to the Facility Providers and the Service Provider including injury to reputation, or that may adversely affect the integrity of the Facility Providers and the Service Provider's core payment systems, information or both. The Merchant agrees that he will not take any action that might interfere with or prevent exercise of this right by the Facility Providers and the Service Provider.
- 2.63 The Merchant shall take all precautions as may be feasible or as may be directed by the Service Provider and the Facility Providers to ensure that there is no breach of security and that the integrity of the link between the Merchant's system, the Service Provider's POS Terminal and the Payment Mechanism is maintained at all times during the term of this Agreement. In the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this clause, the loss shall be to the account of the Merchant and the Merchant shall indemnify and keep indemnified the Service Provider and the Facility Providers from any loss as may be caused in this regard.
- 2.64 The Merchant hereby grants to the Service Provider and the Facility Providers, a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant shall on prior written consent of the Service Provider prominently display on the Merchant Establishment and in other marketing materials if applicable, a statement/logo/image provided by Service Provider and or upon instructions of Facility Provider. The Facility Providers may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Marks for any reason.
- 2.65 The Merchant ensures that it shall prominently and unequivocally inform a Customer of the identity of the Merchant, which will enable the Customer to distinguish the Merchant from any other third party and will ensure that - (i) prominently displays the name of the Merchant; (ii) prominently identifies the name of the Merchant as displayed on the Merchant Establishment and as the name that will appear on the Customer's statement and (iii) display the Merchant name and information as prominently as any other information depicted on the Merchant Establishment.
- 2.66 The Merchant represent and warrant to the Service Provider and the Facility Providers that: (a) Merchant is duly organized, validly existing and in good standing under the laws of the territory in which its business is registered, and a resident of India for income tax purposes; (b) Merchant has all requisite license, registrations, right, power and authority in full force to enter into this Agreement and perform its obligations and grant the rights, licenses and Authorizations hereunder; (c) Merchant and its subcontractors, agents and suppliers will comply with all Applicable Laws in the performance of its obligations and exercise of the rights under this Agreement; (d) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental orders, judgments or decrees of any nature made, existing, or pending or, to the best knowledge of the Merchant, threatened or anticipated against it that may prejudicially affect the due performance by it of or enforceability of these terms and conditions.
- 2.67 The Merchant states that the individual signing this Agreement is an authorized representative of the Merchant and is thereby fully authorized to bind the Merchant to contractual obligations and is authorized to provide the information and documentation submitted in connection with this Agreement are complete and correct in all material respects. Merchant authorizes Service Provider to obtain and verify, and to continue to obtain and verify any information submitted by Merchant any relevant information regarding principals, partners, officers or other authorised representatives of Merchant and any other individuals listed on this Agreement including the individual signing below, and for Service Provider use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Service Provider to share such information with its affiliates or as otherwise allowed by Applicable Law. The Service Provider reserves the right to conduct audits and periodic oversight reviews of Merchant determining compliance with this Agreement and byelaws and standards of RBI, the Facility Providers and Service Provider referenced herein.
- 2.68 The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represent that the Merchant holds valid licenses, brand proofs, tie-up Agreements from its business associates and the Merchant is legally authorised to sale the Products and Services.
- 2.69 The Merchant undertakes to be abide by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
- 2.70 The Merchant shall provide supporting documents to the Service Provider at the time of execution of this Agreement and upon change in details provided under this Agreement. The Merchant shall provide the KYC documents to Service Provider on an interval of one year or as and when requested by the Service Provider.
- 2.71 As per the RBI Guideline, Merchant is not allowed to store customer card data irrespective of the Merchant being PCI-DSS compliant or otherwise. Merchants shall, however, be allowed to store limited data for the purpose of Transaction tracking and/or reconciliation only, for which the required information may be stored in compliance with the Applicable Law. If the Merchant is accepting and transmitting customer card data then, the Merchant must be PCI-SSF compliant. The Merchant hereby undertakes and agrees that they shall not store any customer card data irrespective of being PCI-DSS compliant. The Merchant further indemnifies the Service Provider in case of any claim, proceeding, loss or liability arising due to non-compliance with the RBI Guideline. Further, the Service Provider reserves the right to audit the Merchant for PCI-DSS and PCI-SSF compliance as per the directions of RBI.
- 2.72 Where the Service Provider is operating as a TSP to the Merchant, the Merchant agrees and undertakes that the Service Provider sole responsibility is processing of Transactions on the instructions of the partnering bank, the Merchant agrees that the Service Provider shall have no responsibility towards any chargebacks, refunds, claims, fraud, penalty, losses, damages, complaints from any Governmental Authority observed on the Merchant. Additionally, Merchant undertakes to not hold the Service Provider liable for any action, inaction, negligence of the partnering bank.
- 2.73 The Merchant undertakes and declares that, neither the Merchant nor any of its affiliates or any of their respective Beneficial Owners, are Politically Exposed Persons (PEPs) as defined under Applicable Laws. Merchant further agrees to promptly notify the Service Provider in writing if this declaration becomes inaccurate or untrue at any time during the course of using the Service Providers services. Capitalized terms used but not defined herein shall have the meanings assigned to them under the Know Your Customer (KYC) Guidelines issued by the Reserve Bank of India (RBI), as amended from time to time. Merchant agrees and undertakes to provide declaration for Beneficial Owner and PEPs to the Service Provider at the time of on-boarding or as and when requested by the Service Provider.

2.74 Notwithstanding anything to the contrary contained anywhere in the agreement, the Merchant irrevocably undertakes and agrees that the Service Provider's decisions regarding all aspects of the POS Terminal, including, without limitation, its sale, rental, deployment, use, non-use, operations, Fees and Charges, Platform Fees, Transaction processing, and any related matters, shall be conclusive, final, and binding on the Merchant in all respects.

E. INSPECTION, REVIEW & AUDIT:

2.75 The Merchant shall allow Service Provider/ its representatives/ appointed agents to conduct Contact Point Verification ("CPV") at the Merchant Establishment and to perform certain activities as required by Service Provider for physical verification of Merchant Establishment and business.

2.76 The Merchant shall provide to the Service Provider and the authorised representatives of the Service Provider, access to the POS Terminal and QR stickers/ decals and extend all further cooperation as may be required by the Service Provider and Facility Providers, for the prevention and detection of frauds.

2.77 Merchant shall permit the authorized representatives of Service Provider or any other concerned service provider to carry out physical inspections of the POS Terminal or telecom equipment (or possession of any of these, in case of termination of this arrangement) during business hours, with or without prior notice.

F. RIGHT TO RECOVER POS TERMINAL:

2.78 The Merchant hereby acknowledges, agrees and confirms that the POS Terminals and any other device or item deployed or provided by Service Provider are the exclusive properties of Service Provider and shall be surrendered to Service Provider on demand during the term of this Agreement and immediately upon any termination or expiry of this Agreement in working condition. Under no circumstances shall the Merchant claim any right, title or interest in or to the POS Terminals or any other device/ facility provided by the Service Provider.

2.79 Service Provider shall have the right to recover or take back the POS Terminals in the following situations:

- a. If the Merchant is in breach of this Terms and Conditions;
- b. Upon termination or expiry of this Terms and Conditions;
- c. Upon failure of Merchant to pay the Fees for a period of 35 days;
- d. At Service Provider's sole discretion.

2.80 In the event, Service Provider intends to recover the POS Terminals but is unable to do so, Service Provider shall have the right to set off of any and all amounts of the Merchant which are accessible to Service Provider including from the settlement proceedings or other arrangements as provided in any other agreement(s) including the Merchant agreement between Service Provider and the Merchant.

2.81 The POS Terminal is the exclusive property of Service Provider and Merchant shall forthwith surrender the POS Terminal to Service Provider in the event of termination of this arrangement for any reason whatsoever. During the tenure of this arrangement and thereafter Merchant shall not claim any right, title, interest or lien over the POS Terminal.

2.82 The loss or damage caused to Service Provider arising out of negligence, or misuse of the POS Terminal and / or default in payment due to any reason whatsoever or that of any telecommunication devices attached to / inbuilt within / embedded in the POS Terminal, by the Merchant or its employees shall be to the account of Merchant, and Service Provider will recover such losses and expenses from Merchant in terms of this Agreement.

G. RESTRICTIONS TO USE

2.83 The Merchant shall not:-

- a. Sell, assign, transfer, lease or otherwise dispose off any POS Terminals or any other device or material deployed/ provided by Service Provider.
- b. Mortgage, charge, hypothecate, create or permit to exist any liens or other security interest over any POS Terminals or any other device or materials deployed/ provided by Service Provider.
- c. Remove, conceal or alter any markings, tags, or dates attached to the POS Terminals or other devices or any part thereof indicating Service Providers ownership of such POS Terminals or devices.
- d. Permit any third party to perform the maintenance services on the POS Terminal or any other device deployed/ provided by the Service Provider or effect modifications, enhancement or software/engineering changes to the POS Terminal or any other device deployed/provided by the Service Provider, without the prior written consent of Service Provider or its authorized representatives.
- e. The Merchant shall not use or disclose to any person the technology or software comprised in the POS Terminal or the payment mechanism except to the extent permitted in this Agreement. In particular, the Merchant shall not reverse engineer, decompile or disassemble any software comprised in the aforementioned or make any attempt to do so.

2.84 **Cheque cashing, Cash advances and/or Cash refunds:** The Merchant shall not allow or make any cash advances and/or cash refunds directly to the Card Members and further that Service Provider will not be responsible or held liable for such actions. The Merchant shall not dispense cash with use of the credit cards of the cardholders or other Payment Instruments under any circumstances. The Merchant may request the Service Provider to permit the Merchant to offer the Cash Withdrawal Facility and in this regard, the terms & conditions of the Service Provider shall be final and binding on the Merchant.

H. GENERAL PACKET RADIO SERVICE (GPRS) POS FACILITY

2.85 At the request of the Merchant, Service Provider may provide GPRS enabled POS Terminal to the Merchant. The Fees and Charges, Platform Fees as mentioned in the "Welcome Letter" or otherwise agreed between the Parties in writing or on email shall apply and the Merchant agrees that Service Provider may debit the virtual balance of Merchant maintained with the Service Provider to recover the applicable charges for the services.

2.86 The rentals/charges may be revised from time to time and Service Provider shall advised the changes to the Merchant on the recorded contact details of the Merchant.

2.87 The Merchant declares, covenants and agrees that it has procured the SIM from the Service Provider for the purpose of card payment acceptance through GPRS device and further that it will refrain from using this SIM for any other activity. The Merchant shall take full responsibility for the SIM being lost/damaged and/or being misused and/or any other malpractice through this SIM. Merchant shall not hold Service Provider responsible for any such activity. Any charges levied on this SIM for a purpose other than the purpose mentioned herein will be borne by the Merchant.

2.88 In addition to the covenants set out in this clause, all other Merchant terms and covenants stated in the Agreement shall apply to GPRS facility.

SCHEDULE III TERMS & CONDITIONS FOR SOFTPOS SERVICES

These Terms and Conditions and any annexes thereto constitute a legal agreement between _____ (here in after referred as "Merchant ") and AVENUESAI LIMITED (hereinafter referred as "Service Provider") in respect of the Soft-POS solution named CCAvenue TapPay (CCAvenue TapPay) which may include associated media, printed materials, and documentation ("Software"). The Software also includes any updates and supplements to the original Software as may be provided to Merchant from time to time by the Service Provider.

1. ENFORCEABILITY

- 1.1. The services of CCAvenue TapPay are governed by laws of Indian and any rules and regulation issued by RBI or other governing authorities for SOFT-POS services from time to time.
- 1.2. Notwithstanding any right that the Service Provider may have under copyright, patent or any other intellectual property laws applicable, these terms and conditions shall be enforceable as a contract against Merchant. MERCHANT'S ACCEPTANCE OF THE TERMS HEREOF SHALL BE SIGNIFIED BY THE EXECUTION OF A "HARD COPY OR DIGITAL COPY" OF THESE TERMS AND CONDITIONS OR BY MERCHANT CLICKING ON THE "I AGREE" BUTTON APPEARING ON THE WINDOW CONTAINING THE ELECTRONIC VERSION OF THESE TERMS AND CONDITIONS, WHEREUPON MERCHANT EXPRESSLY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS AND CONDITIONS.
- 1.3. All the other terms of Payment Aggregator Agreement (PA Agreement) shall be applicable to the CCAvenue TapPay services. It is agreed that any dispute, refunds, chargebacks received by the Service Provider shall be resolved as per the terms stated in PA Agreement. All the rights obligations and undertaking as mentioned in PA agreement shall be applicable to the Service Provider and Merchant while performing their parts under the present terms and conditions for CCAvenue TapPay.
- 1.4. Capitalized terms used but not defined under this terms and conditions section will have the meanings given to them in the PA Agreement.
- 1.5. These terms and Conditions shall form an integral part of the PA agreement and the Service Provider may amend the same from time to time including by way of exchange of letters or electronic communication.
- 1.6. These terms and Conditions shall remain in force until terminated in accordance with the termination clause of PA Agreement.

2. SCOPE OF CCAVENUE TAP PAY SERVICES:

- 2.1. Service Provider and the Merchant have entered into the PA agreement and in addition to the PA services the Merchant wishes to avail CCAvenue TapPay payment solution developed by the Service Provider ("CCAvenue TapPay") which enables the Customer/Buyer to make payments by tapping a valid card or payment instruments on the Software based point of sell (Soft-POS) provided by the Merchant for the services/ products availed from the Merchant ("Service Provider Services").
- 2.2. Service Provider Services facilitate payments made by Customer/Buyers through the CCAvenue TapPay and provides technological and payments support in relation to Transactions involving the Payment Mechanism compliant with requirements of Payment Service Provider(s) so as to enable receipt of such payments by the Merchant or any person acting on the Merchant's behalf.
- 2.3. Customer/Buyer shall in person or through online mode intimate the Merchant of quantity/quality of the Products/ Services it wishes to avail from the Merchant. The Merchant through CCAvenue TapPay provide an e-invoice to the Customer/Buyer against which the Customer/Buyer shall make the requisite payment to the Merchant using the CCAvenue TapPay.

3. PAYMENT TERMS:

- 3.1. The Merchant shall make payment of setup fees, Platform Fees and other charges as per the Platform Fees and payment schedule agreed between the Parties in the activation email or in writing, from time to time. All settlements of payments made through CCAvenue TapPay are subject to deductions, suspensions, set-offs as per the terms agreed under PA Agreement. Any additional charges for TapPay Services will be communicated to the Merchant separately.

4. MERCHANT UNDERTAKINGS:

- 4.1. In addition to the undertakings and covenants mentioned in PA agreement, the Merchant agrees and acknowledges that in processing the Transactions, the Service Provider shall be entitled to rely upon all electronic communications, orders or messages sent to the Service Provider through the Payment Mechanism and the Service Provider shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant shall under no circumstances dispute such reliance by the Service Provider. The Service Provider shall not be bound by or obligated to act, on any electronic communications, orders or messages received on-line, from the Merchant or the Customer/Buyer, which do not properly utilize the security measures as intimated by the Service Provider and as may be applicable from time to time.
- 4.2. As and when the Service Provider requests for a particular document, bills/invoices, proof of delivery or any other supporting documents, the same shall be handed over to the Service Provider within 2 (two) business days of the request. If on account of non-compliance, the Service Provider incurs any loss, the same shall be made good by the Merchant, inclusive of all charges, interest and costs. the Service Provider with or without intimation shall be entitled at any times to disclose any and all information concerning the Terms and Conditions and Transactions of the Merchant, within the knowledge and possession of the Service Provider to any Regulator RBI, Card Schemes or law enforcement.
- 4.3. the Service Provider has no obligation to verify the authenticity of the Transaction other than by means of verification of the Merchant's basic KYC information. The Merchant shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security and confidentiality of the information. The Service Provider shall not be liable for any mistake or misuse of the Services by either the Merchant or by any person authorized by the Merchant, or by any person gaining access to the Services through the Merchant. Merchant agrees that the Service Provider accepts all instructions originating from his Account in good faith and in a manner consistent with commercially reasonable security standards. The Merchant shall indemnify and hold the Service Provider harmless for direct or indirect losses sustained as a result of the disclosure of sensitive information by or through the Merchant.
- 4.4. Confirmation of the Transaction performed using valid login credentials shall be conclusive evidence of a Transaction being affected. The Merchant is responsible to furnish the Service Provider with correct and current Payee information. In the event that the payment is in respect of a purchase of Products by the Merchant/Customer, the Service Provider shall not be required to ensure that the purchased Products have been duly delivered. In the event the Merchant chooses to complain about a Transaction, the same should be communicated to the Service Provider within 1 business days of the Transaction.
- 4.5. Nothing in this Terms and Conditions shall prohibit the Service Provider from providing services similar to those provided under this Terms and Conditions to others, including competitors of the Merchant.
- 4.6. The Merchant shall be responsible to (i) furnish correct and accurate information of the Customer as may be required, on an independent basis; (ii) furnish to the Service Provider forthwith on demand, the original copy/copies of proof of delivery of Products, invoices or other records pertaining to any Transaction; (iii) ensure that all licenses and registrations required by him are in full force and effect to enable them to carry on

- the business of sale/ purchase of Products.
- 4.7. The Merchant shall not (i) carry out any activity, which is banned, illegal or immoral, (ii) use the Services in any manner or in furtherance of any activity, which constitutes a violation of any law or regulation or which may cause the Service Provider to be subject to investigation, prosecution or legal action.
 - 4.8. the Merchant undertakes and assures to The Service Provider that payments shall not be made/ received in respect of any Products mentioned in the banned items list set out on Website link https://www.ccavenue.com/faq_ccav.jsp (go to _ FAQ-About CCAvenue – “what are the businesses that are not accepted by CCAvenue”).
 - 4.9. the Merchant shall act in compliance with all laws, rules and regulations and shall at all times comply with the guidelines set by Visa/Master Card/ acquiring banks/ Service Providers.
 - 4.10. The Merchant shall not sell, provide, exchange, or otherwise disclose to third parties or use themselves (other than for the purpose of completing a Transaction, or as specifically required by law) any personal information about any third party, including the account details and mobile number, without obtaining the prior written consent of such third party.
 - 4.11. The Merchant shall take all precautions as may be feasible or as may be directed by The Service Provider to ensure that there is no breach of security and that the integrity of the link between their systems/ site, the App and the payment mechanism is maintained at all times. In the event of any loss being caused as a result of the App being breached or as a consequence of the App being improper or being in violation of the provisions of this clause, the loss shall be to the account of the Merchant and the Merchant shall indemnify and keep indemnified The Service Provider and the Service Providers from any loss as may be caused in this regard.
 - 4.12. The Merchant shall bear and be responsible for the payment of all relevant taxes (including any applicable withholding taxes) as may be due.
 - 4.13. The Merchant shall not at any time require any other Merchant to provide him with any details of the accounts held by the other Merchants with any Banks including, the passwords, account number, card numbers, mobile phone numbers and PIN which may be assigned to them by the Banks from time to time.
 - 4.14. The Merchant shall use the information regarding a Customer (including name, address, e-mail address, telephone numbers and other data) conveyed to him whilst using the Services, only for the purpose of completing the Transaction for which it was furnished, and not to sell or otherwise furnish such information to others unless he has an independent source of such information or obtains the express consent of such Customer.
 - 4.15. The Merchant shall inform the Service Provider of any change in his email address, mobile number, address, ownership or legal status or his cessation of business in writing 30 working days in advance of such change.
 - 4.16. The Service Provider has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. The Service Provider reserve the right to hold or set off any amount under dispute or chargeback as per the terms stated in PA agreement.
 - 4.17. Subject to the provisions stated herein and as specified by the Service Provider from time to time, the Merchant will not hold the Service Provider liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of his mobile and/or the web-based access. The Service Provider will also not be liable for any consequences connected with the use/ misuse of Merchant's mobile/ e mail account by any third party. If any third parties gain access to the Services, the Merchant will be responsible and shall indemnify the Service Provider against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.
 - 4.18. The Merchant shall be fully liable for: (a) any unauthorised use of his mobile/ email account; and/or (b) all authorised Transactions on his mobile/email account.
 - 4.19. Without prejudice to the remedies available to the Service Provider and these Terms, the Service Provider shall be under no liability whatsoever to the Merchant in respect of any loss or damage arising directly or indirectly out of:
 - 4.19.1. any defect in any Products supplied to Customer;
 - 4.19.2. any inability of a third party to supply or deliver the required Products in the necessary numbers or types;
 - 4.19.3. the refusal of any person (including the Service Provider and Facility Providers) to honour or accept a payment;
 - 4.19.4. the malfunction of any computer terminal or equipment;
 - 4.19.5. the utilization of the CCAvenue Services by any person at Merchants end other than the Merchants Authorised Person;
 - 4.19.6. any mis-statement, error or omission in any details disclosed to The Service Provider.

SOFTWARE RELATED TERMS:

5. GRANT OF LICENSE

- 5.1. The Software is licensed, not sold. the Service Provider grants Merchant a non-exclusive, nontransferable, royalty free and limited license to install and use the Software internally in accordance with the terms contained in these terms and conditions. The Software is exclusively owned by the Service Provider and all rights not expressly granted hereunder are reserved by the Service Provider. Merchant may install and use the Software, on a single server for use over its network. Save as set out in Clause below of this Agreement, Merchant is expressly prohibited from installing the Software on more than one server or from using it outside its local area or wide area network includes usage over internet. These terms and conditions is personal to Merchant and Merchant is hereby expressly prohibited from selling, sub-licensing or otherwise transferring the Software to any other person or legal entity. No license is granted to Merchant for any other purpose. Merchant may not sell, rent, loan or otherwise encumber or transfer the Software in whole or in part, to any third party.
- 5.2. Merchant shall be permitted to load a single user license version of the Software in a test environment on another server for the purpose of evaluating any bug fixes or patches to the Software. However, Merchant expressly agrees that such a limited license version of the Software shall be used for evaluation purposes for no other purpose whatsoever. Any such limited license versions of the Software shall be full featured as compared to the Software.
- 5.3. You are permitted to load the CCAvenue TapPay software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the CCAvenue TapPay software.

6. RESTRICTIONS ON USE

- 6.1. Merchant may not reverse engineer, decompile or disassemble the Software. Merchant may not modify the Software or disable any licensing or control features of the Software. Merchant may not reproduce or adapt any part of the Software for any purposes without the express consent of the Service Provider. Except as provided in these terms and conditions, Merchant may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit or receive the Software, media or documentation. Merchant shall not utilize the Software in a manner, which is disparaging to the Service Provider.
- 6.2. Merchant shall not reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose or allow any third party to use the Software on behalf of or for the benefit of any third party or use the Software in any way which breaches any applicable local, national or international law, or use the Software for any purpose that the Service Provider considers is a breach of these terms and conditions agreement.

7. EXPORT CONTROL

- 7.1 All software and technical data delivered under this Agreement are subject to Indian laws and may be subject to export or import regulations in other countries. Merchant agrees to comply strictly with all such laws and regulations and acknowledges that Merchant has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to Merchant.

8. INTELLECTUAL PROPERTY

- 8.1 These terms and conditions does not grant Merchant any rights in connection with any other intellectual property, including but not limited to copyright, trademarks, service marks, patents, design, of the Service Provider which may be contained in or operate as part of the Software.
- 8.2 The Software is protected by international intellectual property laws. All title and copyrights in and to the Software source code (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software source code), the accompanying printed materials, documentation and any copies of the Software source code howsoever made, are the sole and exclusive property of the Service Provider and Merchant shall have no rights in law or equity other than as have been expressly granted hereunder.

9. HIGH RISK ACTIVITIES

- 9.1. The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). the Service Provider specifically disclaims any express or implied warranty of fitness for High Risk Activities.

SCHEDULE IV DEFINITIONS

- 1.1. **"Acquiring Bank"** shall mean various banks and financial institutions licensed under the Payment and Settlement Systems Act, 2007 to acquire, authorize and authenticate the payment Transactions.
- 1.2. **"Agreement"** shall mean this Agreement, declaration and indemnity and any and all tables, schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference.
- 1.3. **"Authentication"** shall mean the process by which the Customer's identification is authenticated by the Card Schemes/ Issuing Bank / Payment Instrument Provider.
- 1.4. **"Authorization"** shall mean the process hereunder by which the Issuing Bank/ Institution and/or the relevant Acquiring Banks/ Payment Instrument Provider, Card Schemes electronically or otherwise convey the approval of a charge on a Transaction being undertaken by a Customer on Site/ website/ app/ web link/ payment link/ POS Terminal.
- 1.5. **"Applicable law"** means any applicable statute, enactment, law, by-law, rule, regulation, order, ordinance, guideline, policy, judgements decree, or any similar form of decision of, or determination by, or any interpretation having the force of law, of any Governmental Authority having jurisdiction over the matter or a Party in question, whether in effect on the date of this Agreement or thereafter.
- 1.6. **"Business Days"** shall mean any day on which the Service Provider, Facility Providers are open for business in India other than Sunday or any day which is a public holiday in India and/or in State of Maharashtra.
- 1.7. **"Card Schemes"** shall mean national or payment card networks including but not limited to Master Card, Maestro, Visa, Diners, American Express and Rupay etc. which Authenticates, Authorizes and enables card Transactions.
- 1.8. **"Chargeback"** shall mean any approved reversal of any card Transaction made by the Customer of Merchant on account of (i) any alleged forgery of his card or other details (ii) duplicate processing of the Transaction; (iii) any amount required to be refunded due to, denial of Transaction by the Customer as wrongly charged payment/ extra payments and/or due to the fraudulent use/misuse of the personal and financial information of the Customer by any unauthorized person; (iv) non-Delivery or deficiency in the Merchant's Product or Service and/or any other reason as required/approved by the concerned banks, as the case may be.
- 1.9. **"Customer"** means any person holding a valid Payment Instrument and who desires to purchase Products or Services from the Merchant and makes payment for the same over the Internet/ POS Terminal, using a Payment Instrument.
- 1.10. **"Customer Charge"** means
 - (a) in respect to Product means the sale price of the Product purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Product that are to be charged to the Customer's valid Payment Instrument.
 - (b) In respect to Services means the sale price of the Services rendered to the Customer plus the all other taxes, duties, costs, charges and expenses in respect of the Services that are to be charged to the Customer's valid Payment Instrument.
- 1.11. **"Customer Order"** shall mean an order for purchase of Products or availing of Services provided by the Merchant at the Merchant Establishment and made by the Customer and every Customer Order shall be specifically designated by a Customer Order number on mention or use of which the details of the Customer Order could be obtained by the Customer from the Merchant, including without limitation details of the status of the Customer Order
- 1.12. **"Delivery"** means,
 - (a) in respect of a Product, Delivery of the Product by a reputed courier /parcel service to the Customer at the address specified by the Customer in this behalf proof of which shall be submitted by the Merchant to the Service Provider electronically through their CCAvenue account backend to the satisfaction of the Service Provider and the Facility Providers. The Service Provider and the Facility Providers reserve the rights to call for physical Proof of Delivery in respect of a Product, Delivery/performance of the Product, or
 - (b) in respect of a Service, Delivery/performance of the Service, proof of which shall be submitted by the Merchant to the Service Provider electronically through their CCAvenue account backend to the satisfaction of the Service Provider and the Facility Providers. The Service Provider and the Facility Providers reserve the rights to call for physical Proof of Delivery in respect of a Service, Delivery/performance of the Service.
- 1.13. **"Effective Date"** means the date of execution of this Agreement or date of provision of services by Service Provider to the Merchant whichever earlier.
- 1.14. **"EMI"** means equated monthly instalment payment plan which is a facility provided by the Issuing Bank / Payment Instrument Provider to its Customer.
- 1.15. **"Escrow Bank Account"** mean the bank account held by Service Provider in bank(s) appointed by the Service Provider for purpose of pooling funds collected from Customers on behalf of the Merchant and facilitating the transfer of funds in final settlement to the Merchant after deduction of TDR or any other amount receivable from Merchant pursuant to the said RBI Guidelines or any other RBI guidelines amended from time to time
- 1.16. **"Facility Providers"** means various Acquiring Banks, Financial Institutes, Card Schemes, Issuing Bank/ Institutions, Payment Instrument Provider, software providers, as well as third party service providers that participate in Authorization/ Authentication/ facilitation of payments. These Facility Providers allows the Service Provider to use the payment gateways developed by them to process all type of Payment Instruments and all Transaction initiated by a Customer on Merchant's Site or the POS Terminal.
- 1.17. **"Financial Institutes"** means all bank and non-banking financial institutes or any financial institute other than Acquiring Banks, Card Schemes and Payment Instrument Providers that are authorized to issue a valid Payment Instruments and/or to participate as facilitator of a Transaction.
- 1.18. **"Governmental Authority"** means any government, or any non-governmental, legislative, executive, administrative, judicial or regulatory, authority, body, board, ministry, department, commission, tribunal, agency or other Person exercising legislative, executive, administrative, judicial or regulatory functions (including any court, tribunal, mediator or arbitrator of competent jurisdiction), having jurisdiction over the matter in question.
- 1.19. **"Issuing Bank/ Institution"** in respect of a Customer, means the bank or institution which has issued the valid card and/or any other Payment Instrument to the Customer with which Customer makes the payment for the Products / Services.
- 1.20. **"Merchant Panel"** means the panel provided by the Service Provider to the Merchant on the Service Provider's Website.
- 1.21. **"Payment Instrument/s"** means a valid Payment Instruments physical or virtual issued by an authorized Card Schemes, Financial Institute and any other Payment Instrument Providers that are authorized to issue valid card and/or any other Payment Instrument to the Customer which enables the Customer to initiate and complete an Transaction to purchase/ avail Products and Services of Merchant.
- 1.22. **"Payment Instrument Provider"** shall mean any legal entity authorized to issue Payment Instruments such as wallet, prepaid cards etc. including Issuing Bank/Institution. The term Payment Instrument Provider does not include Card Schemes, Acquiring Banks and Financial Institutes.
- 1.23. **"Payment Mechanism"** means the entire processing and facilitation of payments by Service Provider with help of the services of Facility Providers, mechanism through the Internet utilizing the internet banking facility, internet based electronic commerce, POS Terminal, internet payment gateway of various Facility Providers and through such other modes and mechanisms of payment and Delivery as may be notified by the Service Provider from time to time.
- 1.24. **"Product"** means a tangible Product that is manufactured or distributed by the Merchant and that is purchased by the Customer, the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.25. **"Proof of Delivery"** shall mean
 - (a) In respect of Product, sufficient legitimate records evidencing Delivery of the Product to the Customer (i.e. charge slips bills etc.), All Proof of Delivery of Products shall be maintained by the Merchant for a period of at least one year from the date of Delivery by the Merchant and shall be open to inspection by Service Provider and the Facility Providers at any time whatsoever.
 - (b) In respect of Service, sufficient legitimate records evidencing receipt of the Service to the Customer (i.e. Invoice, bills, etc. All Proof of Delivery of Services shall be maintained by the Merchant for a period of at least one year from the date of Delivery by the Merchant and shall be open to inspection by Service

Provider and the Facility Providers at any time whatsoever.

- 1.26. **"Refund"** shall mean a Refund issued by the Merchant through Merchant Panel provided by Service Provider to the Merchant within the timeline provided by Facility Providers or date of expiry of Refund period fixed by Merchant whichever earlier.
- 1.27. **"Service"** means tangible or intangible services provided to the Customer by the Merchant the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.28. **"Service Providers Website/ Site"** shall mean the website with the domain name "https://www.ccavenue.com/" established by the Service Provider for the purposes of enabling online & offline Transactions.
- 1.29. **"Settlement/ Settlement Amount"** shall mean facilitating the transfer of Customer Charge to the Merchant's Bank Account (and or to the Bank account of Business Associates of the Merchant as per written instructions of the Merchant in case of Sub- Id facility) minus any fees including Platform Fees as agreed between the Parties in the activation email or in writing, from time to time, invalidated or excessive payments, Chargebacks, Refunds or any bank fees or penalty by banks for excessive Chargebacks or Refunds, applicable taxes, any excess amount paid to Merchant and other amounts that the Merchant owe to the Service Provider under this Agreement.
- 1.30. **Technical Service Provider ("TSP")** shall mean where the Service Provider is operating as a Technical Service Provider to the Merchant i.e. where the Service Provider only engaged in processing of Transaction's on the instructions of the partnering bank and all other activities including onboarding, underwriting, fraud-risk monitoring and handling of chargeback's is performed by the partnering bank.
- 1.31. **"Transaction" ("T")** means every Customer Order that results in the Delivery by the Merchant to the Customer of the Products / Services in respect of which the Customer Order was placed by Customer on Merchant's Site/ POS Terminal processed by Service Provider's Payment Mechanism successfully.
- 1.32. **"Transaction Discount Rate" (TDR)** means, the non-refundable rate charged to the Merchant by the Service Provider on the Transaction amount processed through Service Provider and / or the Facility Providers payment gateway system and it includes the Merchant Discount Rate as notified by the Reserve Bank of India, the Facility Providers from time to time and the processing and other charges charged by the Service Provider as its service charges from time to time. The Transaction Discount Rate is exclusive of GST and/or any other Taxes as notified by the Government from time to time. Transaction Discount Rate applicable to this Agreement is accepted by both the Parties by way of a written electronic communication. However, the Transaction Discount Rate may be revised quarterly by the Service Provider, and the Service Provider will advise the Merchant of any such change not less than 7 days in advance of its effectiveness.
- 1.33. **"Charge slip"** shall mean receipt produced electronically or manually as applicable by any and all type of POS i.e. digital/ paper/ GPRS on completion of Authorization of a valid card transaction.
- 1.34. **"Point of Sale (POS) Terminal"** means any equipment or EDC terminal or device provided by Service Provider to Merchant at Merchant's Establishment or other approved location to facilitate acceptance of payment by means of available Payment Instruments. This also includes printers, other peripherals and accessories (whether fixed or portable), including without limitation the pin entry pads and the software contained in such devices (including any supplements, modifications and replacements thereof, from time to time) provided to the Merchant by the Service Provider, for or in relation to enabling the processing and settlement of Transactions. For clarity, the expression POS Terminal including android based POS machines, mobile POS/MPOS (if applicable), electronic data capture terminals, whether the data is entered or captured or processed/ transmitted by a local area network or General Packet Radio Service (GPRS), Quick Response Code (QR Code), or other technology, and shall include such other form factors as may be prescribed by the Service Provider from time to time.
- 1.35. **"Transaction"** shall mean a Card Transaction, UPI Transaction, QR Transaction and/ or any other transaction effected by the Customer utilising any other Payment Instrument specified by the Service Provider effected at the Merchant Establishment in favour of Merchant.
- 1.36. **"Cash Withdrawal Customer"** shall mean any person being the holder of a valid Card, who seeks to withdraw cash at the Merchant Establishment, by availing of the Cash Withdrawal facility;
- 1.37. **"Cash Withdrawal Facility"** shall mean the facility whereby a Cash Withdrawal Customer may be allowed to withdraw cash at an POS terminal only against a valid Debit Card issued in India or such other card as may be prescribed by the Reserve Bank of India and the Facility Providers from time to time and to the extent and in the manner as may be stipulated by the Reserve Bank of India and the Facility Providers from time to time, through the POS terminals, subject to the terms and conditions of this Agreement;
- 1.38. **"Cash Withdrawal Fees"** shall have the meaning assigned to such fees as specified by the Service Provider;
- 1.39. **"Cash Withdrawal Transactions"** shall mean a transaction sought to be effected by a Merchant on the POS terminal so as to permit a Cash Withdrawal Customer to avail of the Cash Withdrawal Facility;
- 1.40. **"Debit Card"** shall mean any unexpired debit card which is issued by a Card Issuing Institution designated to issue cards of any Card Scheme, provided that the card is not listed in a current warning or restricted card bulletins or notices and shall be deemed to include any closed loop prepaid payment instrument;
- 1.41. **"Presentment Conditions"** shall mean the following conditions: (a) the card presented is a Card bearing the marks of the Card Issuing Institution, a genuine hologram of the Scheme and such other details as may be stipulated by the Bank from time to time; (b) the Card is not mutilated or altered in any way; (c) if the Card is a photo card, the photograph on the Card matching with the Customer, and (d) the signature on the signature strip provided for at the back of the Card, matches the signature of the Customer;
- 1.42. **"Harmful Code"** shall mean any computer code (a) designed to disrupt, disable, harm, or otherwise impede in any manner, the operation of any software or hardware; (b) that would disable any: software or hardware or impair in any way its operation based on the elapsing of a period of time; (c) that would permit the Merchant or others to access without the Service Provider's permission any software or hardware loaded on to the systems of the Service Provider (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations including any virus.
- 1.43. **"Additional Form Factors"** shall mean QR Code, tap and go, sound technology, near field communication based payments and such other additional form factors and/or technological solutions for capture of card information in the POS Terminal for card present transactions and such form factors and/ or technological solutions for capture of card information for card not present transactions, as the Bank may specify from time to time;
- 1.44. **"RBI Guidelines"** shall mean the extant guidelines of the RBI related to Master Directions on Regulation of Payment Aggregators (PA) bearing no - RBI/DPSS/2025-26/141CO.DPSS.POLC.No.S-633/02-14-008/2025-26 dated September 15, 2025 including but not limited to any other guideline, notification, direction released by RBI for Payment Aggregation (PA), Point of Sale (POS) or SoftPOS services as the same may be modified or amended from time to time;
- 1.45. **"Welcome Letter"** shall mean the letter signed by the Merchant at the time of onboarding and KYC. This letter shall include all the Fees and Charges, payment plan and other details with respect to the services.
- 1.46. **"Fees and Charges"** shall mean and include any charges charged by the Service Provider for the provision of services. Such charges shall include but not be limited to - one time installation cost, rental cost of POS Terminal, SIM cost, maintenance charges, usage deposit cost, Transaction fees, Settlement fees, Chargeback fees, conversion fees.
- 1.47. **"Merchant Establishment"** shall mean the premises of the Merchant which are owned, leased or possessed by the Merchant and used for sale of Products &/or Services to the Customers offline.
- 1.48. **"Merchant's Website"** shall mean the web-site/ mobile app/ web link/ payment link as mentioned in Annexure A established by the Merchant for the purposes of enabling its Customers to place Customer Order for purchase of Products and Services through the internet.
- 1.49. **"POS Terminal"** means the hardware device supplied by the Service Provider and shall mean and include the device and ancillary equipment.

- 1.50. **“Platform Fees”** shall mean the fees charged by the Service Provider for granting the Merchant access to its payment platform and related services, including without limitation, the dashboard, customized reports, multiple payment methods and any other charges charged by the Facility Providers. These fees shall comprise of the applicable Transaction Discount Rate (also referred to as TDR), as agreed between the Parties in the activation email or in writing, from time to time and may include MDR charges where applicable, in accordance with prevailing regulatory guidelines. For clarity, Platform Fees include zero MDR for transactions made via RuPay Debit Cards and UPI, as mandated.

ANNEXURE A TO THE MASTER SERVICE AGREEMENT FOR PAYMENT AGGREGATION

Merchant Details:

Sr.	Particulars	Detail
1.	Merchant email ID	
2.	Description of Product and Services	
3.	Merchant Site	

*The Merchant acknowledges and agrees that the payment aggregation services of the Service Provider shall be used only for the purpose of the above given Products and Services.

ANNEXURE B TO THE MASTER SERVICE AGREEMENT FOR PAYMENT AGGREGATION

List of Banned Products & Services

1. **Adult Products:**
Adult goods and services which include pornography and other sexually suggestive materials (including literature, imagery and other media), escort or prostitution services and massage parlours, Payments related to services that may be of a sexual nature, website access and/or website memberships of pornography or illegal sites, Child pornography which includes pornographic materials involving minors.
2. **Copyrights:**
 - Copyright unlocking devices which include mod chips or other devices designed to circumvent copyright protection.
 - Copyrighted media which includes unauthorized copies of books, music, movies, designs, logo and other licensed or protected materials.
 - Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials including OEM or bundled software.
3. **Fake Certificate:**
Government IDs or documents which include fake IDs, passports, diplomas and noble titles.
4. **Drugs:**
 - Drugs and drug paraphernalia which includes but is not limited to illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms.
 - Unlawful sale of prescription drugs: Online sale of prescription drugs to consumers by a pharmacy that is not, either –
 - Certified by VIPPS® (Verified Internet Pharmacy Practice Sites) or
 - Licensed/ Regulated by the board of pharmacy in the state in which it is located.
 - Drug test circumvention aids which include drug cleansing shakes, urine test additives and related items.
5. **Replica Products:**
Counterfeit and unauthorized goods, which include replicas or imitations of designer goods, products or services that infringe or misappropriate the trademark, copyright, patent, design or other intellectual property rights of any third parties, items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps and other potentially unauthorized goods.
6. **Gambling:**
Gaming/gambling which includes lottery tickets, sports bets, memberships/enrolment in online gambling sites, real money – fantasy gaming, unlicensed gaming activity and related content. Casino gaming chips, Off-Track Betting and Wagers at race tracks.
7. **Weapons and ancillary components:**
Weapons, which include firearms, ammunition, knives, brass knuckles, gun parts and other armaments which is restricted under Arms Act of 1959 and the Arms Rules of 1962.
8. **Tobacco and Cigarettes:**
Tobacco and cigarettes which include cigarettes, electronic cigarettes, cigars, chewing tobacco and related products.
Unlawful sale of Tobacco: Online sale of tobacco products by a retailer that is not
 - Certified to pay state taxes;
 - Preventing sale of tobacco products to under-age consumers.
9. **Endangered Species, Plants, Animals:**
 - Endangered species, which includes but is not limited to, plants, live plants, animals or other organisms (including product derivatives) in danger of extinction.
 - Live animals or hides/skins/teeth, nails and other parts etc. of animals.
 - Any other category banned by respective State Animal Welfare Board.
10. **Currencies:**
 - Wholesale currency, which includes discounted currencies or currency exchanges.
 - Merchant dealing in Crypto Currencies, virtual currency and other crypto products (like non-fungible tokens or NFTs), prohibited investments for commercial gain or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world.
11. **Human Parts:**
Body parts which include organs or other body parts.
12. **Online Trading:**
Unregulated/ unauthorized securities including but not limited to securities that include online trading of stocks and bonds etc.
13. **Devices:**
 - Cable descramblers and black boxes, which include devices, intended to obtain cable and satellite signals for free.
 - Pyrotechnic devices and hazardous materials which include fireworks and related goods, toxic, flammable, and radioactive materials and substances.
 - Traffic devices, which include radar detectors/jammers, license plate covers, traffic signal changers, and related products.
14. **Offensive goods:**
 - Promote intolerance or hatred.
 - Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors.
 - Encourage or incite violent acts.
 - Promote intolerance or hatred.
 - Goods that include criminal content such as crime scene photos or items, such as personal belongings, associated with criminals.
15. **Online sale of Alcohol:**

- Which includes alcohol or alcoholic beverages such as beer, liquor, wine, or champagne.
16. Hacking and cracking:
Materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property.
 17. Illegal goods:
Which include materials, products, or information promoting illegal goods or enabling illegal acts.
 18. Miracle cures:
Which include unsubstantiated cures, remedies or other items marketed as quick health fixes.
 19. Medical Marijuana Dispensary:
Seller of marijuana used for medicinal purposes.
 20. Regulated goods:
Which include 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.
 21. Multi-level Pyramid Selling:
Multi-level marketing system which uses one or more of the following practices which may be considered deceptive:
 - Participants pay money for the right to receive compensation for recruiting new participants.
 - A participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan.
 - Participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading).
 - Participants are not allowed to return products on reasonable commercial terms.
 - Ponzi Schemes.
 - Matrix sites or sites using a matrix scheme approach.
 22. Work-from-home:
Work-from-home/earn online.
 23. Drop-shipped merchandise
 24. Bureau de Change Establishments:
Ability for card members to purchase Foreign exchange currency.
 25. Cheque Cashing / Guarantee:
Card member (Merchant) can transact cheque for cash using American Express as a check guarantee card.
 26. Condo (Real Estate) Down Payments:
Payments to other debt related real estate products.
 27. Debt Collection:
Any unauthorized collection Agencies, Factoring Companies, Liquidators, Bailiffs, Credit Restoration Services and Bankruptcy Lawyers.
 28. Door to Door Sales:
Unsolicited vendors with immediate payment expected.
 29. Investment on futures maturity/value of goods:
Investment made on futures maturity of goods/Services with an intention of gaining return on investment. (E.g. stock market, wine future, horse breeding, or timber investment).
 30. Financial:
Any lending or credit service that lacks proper authorization or involves exploitative terms, including but not limited to payday loans and informal lending.
 31. Mortgage Payments:
Payments to other debt related real estate products, leasing Merchants, mortgage payments.
 32. Telecommunications Services:
Including wireless, cable, satellite, wire line, ISP, calling cards, long distance phone/card reader, airplane telephones, cellular products/services.
 33. Mobile point of sale:
Electronic point of sale terminal.
 34. Unregulated Charities:
Merchant that does not have a tax exemption or local council registration number.
 35. Internet Auctions:
Any form of auctioning carried out on the Internet.
 36. Night Club:
Related (e.g. Night Club Hostess, Night Club Lounges, Disco, or Gentlemen's Club).
 37. Telemarketing/ Telephone Services:
Premium Rate Telephone Services - all 1-900 lines, selling by phone, activities prohibited by the Telecom Regulatory Authority of India.

38. Timeshares:
The selling of part ownership of a property for use as a holiday home, whereby a card member can buy the right to use the property for the same fixed period annually.
39. PC support services:
Providing diagnostic, troubleshooting, maintenance and repair services to a computer or similar device.
40. Franchisee Services:
A party (franchisee) acquired to allow them to have access to a business's (the franchiser) proprietary knowledge, processes, and trademarks in order to allow the party to sell a product or provide a service under the business's name.
41. Any product or service:
Which is not in compliance with all applicable laws, rules and regulations whether federal, state, local or international, including the laws of India.
42. Mixed Businesses:
Merchants found to be availing services of AVENUESAI LIMITED for the above-mentioned business types without prior written approval then the Merchant will be subject to appropriate proceedings and services of AVENUESAI LIMITED to Merchant will be terminated on immediate basis.
- * AVENUESAI LIMITED reserves all rights to approve or disapprove any merchant at its sole discretion. This list is subject to change without prior notification.*

The Parties hereto have hereunto set their hands on the date written above,

On Behalf of the Service Provider: AVENUESAI LIMITED	On Behalf of the Merchant
 (Signature and Stamp) Name:- Title:-	 (Signature and Stamp) Name:- Title:-