

**SUB MERCHANT AGREEMENT**

THIS AGREEMENT is executed at Mumbai on the effective date as mentioned herein

**TABLE 1:**

Sr. No.	Particulars	Details
1.	Agreement Execution and Effective date	
2.	Sub Merchant Name	
3.	Sub Merchant Address	
4.	Sub Merchant Business filing Status <b>(tick whichever is applicable)</b>	HUF / Individual / Sole Proprietor / Private Limited Company / Public Limited Company/ Partnership Firm/ Limited Liability Partnership Firm / NGO / Trust /Society / Education / Govt. / Association
5.	Sub Merchant Site (URL)	
6.	Product / Services	
7.	<b>PAYMENT INSTRUCTIONS:</b> The Sub Merchant hereby instructs the Master Merchant to make payment of Customer Charge in respect of a Customer Order in the bank account details mentioned in the Cheque/ Bank Statement provided by the Sub Merchant. The Sub Merchant agrees to the TDR and other charges as per the selected Pricing Scheme, the details of the TDR are mentioned in Annexure A hereto. Payment Schedule: The Sub Merchant will receive the Customer Charges on a weekly basis. The TDR and the payment schedule may be revised by the Master Merchant in accordance with the regulatory policies or as agreed between the Master Merchant and Sub Merchant from time to time. Any change in TDR and payment schedule due to mandates of Reserve Bank of India or Facility providers or Master Merchant's business promotion schemes shall be informed by the Master Merchant to the Sub Merchant and such change shall deemed to be accepted by the Sub Merchant, if no written communication of non-acceptance of change is received from Sub Merchant within 7 days of such intimation of change.	

By Signing this Agreement I/we/ the Sub merchant state that:

- We have read and understood the Terms and Conditions as mentioned in the following agreement. We agree that the payment gateway services of Infibeam Avenues Limited shall be govern by this Agreement and the same shall be legally binding on Sub Merchant.
- The Sub Merchant acknowledges and agrees that the payment gateway will be used only for the purpose as mentioned in Service/Product Description mentioned herein.

We accept: The parties hereto have hereunto set their hands on the date written above,

**Infibeam Avenues Limited**

**Sub Merchant**

Name: -

Name:-

Title: -

Title: - (Individual /Proprietor / Director/Partner/ Trustee/ Authorized Signatory) - Tick whichever is applicable

Date: -

Date:-

Signature & Stamp:- \_\_\_\_\_

Signature & Stamp:- \_\_\_\_\_

BETWEEN:

**INFIBEAM AVENUES LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at : 28<sup>th</sup> Floor, Gift Two Tower, Block No. 56, Road 5C, Zone5, Gift City Gandhinagar - 382355, Gujarat India and administrative office at Plaza Asiad, Level II, Station Road, Santacruz (West) Mumbai 400054 (hereinafter referred to as "the **Master Merchant**", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART;

AND

**THE SUB MERCHANT** as mentioned in **Table 1 (Sr. No. 2)** having its registered office in India as mentioned **Table 1 (Sr. No. 3)** which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include its successors and permitted assigns of the OTHER PART. The Master Merchant and Sub Merchant are hereinafter individually referred as "Party" and collectively referred to as "Parties".

WHEREAS:-

- (i) Master Merchant has agreed to avail the facilities offered through Internet by various Acquiring Banks, Financial Institutes, Card Companies, Payment Instrument Providers, Issuing Banks, software providers, as well as third party service providers (hereinafter referred to collectively as '**Facility Providers**'). These facilities and services include the provision of net banking facilities; internet based electronic commerce, internet payment gateway and electronic software distribution services and provides authorization and settlement facilities in respect of payment instructions initiated by various Customers of the Sub Merchants on the Sub Merchant's Websites/ apps/ web links/ payment link etc. These Facility Providers allows the Master Merchant to use the internet payment gateways developed by them to process all type of online Payment Instruments and all online transaction initiated by a Customer on Sub Merchant's Websites/ Apps/ Web links.
- (ii) The Master Merchant is inter alia engaged in the business of offering e-commerce services which include bill presentments / payment and accepting instructions through the internet in respect of payments to be made by the Customers using valid Payment Instruments to purchase/ avail various Products and Services offered by Sub Merchant and accordingly transfer funds from the Customer's bank account to the Sub Merchant's bank account. The Master Merchant acts as "intermediary" as defined u/s. 2(1)(w) of The Information Technology Act, 2000, identified by the Reserve Bank of India in their notification titled "*Directions for opening and operation of Accounts and settlement of payments for electronic payment transactions involving intermediaries RBI/2009-10/231 DPSS.CO.PD.No.1102/02.14.08/2009-10,*" dated 24<sup>th</sup> November, 2009.
- (iii) For providing the above stated e-commerce services the Master Merchant has signed up with Facility Providers and has requested them to accept the instructions given by Customers of Sub Merchant through a valid online Payment Instrument and support Master Merchant to facilitate the online transactions and further direct and settle the proceeds of transactions from Customer's bank account to Master Merchant's nodal bank account and in turn to the bank account of Sub Merchant.
- (iv) The Master Merchant has also established a web-site with the domain name **www.ccavenue.com** ("**the Master Merchant Site**") to enable its Sub Merchant to link up with various payment gateways and Facility Providers so as to enable the Sub Merchant's Customers to place Customer Orders for purchase and pay for the Products and Services through the Internet.
- (v) The Master Merchant is desirous of passing on all these services to its appointed Sub Merchants as more particularly hereinafter provided on the terms and conditions hereinafter appearing and subject to the Sub Merchant giving the indemnities and the declarations hereinafter contained.
- (vi) Along with services mentioned herein; if required by Sub Merchant, the Master Merchant shall additionally provide electronic bill presentment and payment settlement under Bharat Bill Payment System (BBPS) to the Sub Merchant in accordance with the Terms and Conditions as detailed in this Agreement. The provision of services to Sub Merchant under BBPS is subject to feasibility and approval process and guidelines of BBPS.
- (vii) The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under :-

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. 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 online 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 Company/ 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 Company electronically or otherwise convey the approval of a charge on a Transaction being undertaken by a Customer on Site/ website/ app/ web link.
- 1.5. "**Business days**" shall mean any day on which the Master Merchant, 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.
- 1.6. "**Card Company/ies**" 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.
- 1.7. "**Chargeback**" shall mean any approved reversal of any online card transaction made by the Customer of Sub 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; (v) non-delivery or deficiency in the Sub Merchant's Product or Service and/or any other reason as required/approved by the concerned banks, as the case may be.
- 1.8. "**Customer**" means any person holding a valid Payment Instrument and who desires to purchase Products or Services from the Sub Merchant and makes payment for the same over the Internet using a Payment Instrument.
- 1.9. "**Customer Order**" shall mean an order for purchase of Products or availing of Services provided by the Sub Merchant at the Sub Merchant's Site and made by the Customer at the Sub Merchant's Site 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 Sub Merchant on-line at the Site, including without limitation details of the status of the Customer Order.
- 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 "**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, or
  - (b) in respect of a Service, delivery/performance of the Service, proof of which shall be submitted by the Sub Merchant to the Master Merchant electronically through their ccavenue account backend to the satisfaction of the Master Merchant and the Facility Providers. The Master Merchant and the Facility Providers reserve the rights to call for physical Proof of Delivery in respect of a Service, delivery/performance of the Service.
- 1.12 "EMI" means equated monthly instalment payment plan which is a facility provided by the Issuing Bank / Payment Instrument Provider to its Customer.
- 1.13 "Effective Date" means the date of execution of this Agreement by the Sub Merchant.
- 1.14 "Facility Providers" means various Acquiring Banks, Financial Institutes, Card Companies, Issuing Bank/ Institutions, Payment Instrument Provider, software providers, as well as third party service providers that participate in Authorization/ Authentication/ facilitation of online payments. These Facility Providers allows the Master Merchant to use the internet payment gateways developed by them to process all type of online Payment Instruments and all online transaction initiated by a Customer on Sub Merchant's Site.
- 1.15 "Financial Institutes" means all bank and non-banking financial institutes or any financial institute other than Acquiring Banks, Card Companies and Payment Instrument Providers that are authorized to issue a valid online Payment Instruments and/or to participate as facilitator of an online transaction.
- 1.16 "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.
- 1.17 "Nodal Bank" mean the bank(s) appointed by the Master Merchant for purpose of pooling funds collected from Customers on behalf of the Sub Merchant and facilitating the transfer of funds in final settlement to the Sub Merchant after deduction of TDR or any other amount receivable from Sub Merchant pursuant to RBI circular RBI/2009-10/231 DPSS.CO.PD.No.1102 /02.14.08/ 2009-10 dated November 24, 2009 or any other RBI guidelines amended from time to time,
- 1.18 "Payment Instruments" means a valid Payment Instruments physical or virtual issued by an authorized Card Company, 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 online transaction to purchase/ avail Products and Services of Sub Merchant.
- 1.19 "Payment Instrument Provider" shall mean any legal entity authorized to issue online Payment Instruments such as wallet, prepaid cards etc. including Issuing Bank/Institution. The term Payment Instrument Provider does not include Card Companies, Acquiring Banks and Financial Institutes.
- 1.20 "Product" means a tangible product that is manufactured or distributed by the Sub merchant and that is purchased by the Customer, the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.21 "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 Sub Merchant for a period of at least one year from the date of delivery by the Sub Merchant and shall be open to inspection by Master Merchant 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 Sub Merchant for a period of at least one year from the date of delivery by the Sub Merchant and shall be open to inspection by Master Merchant and the Facility Providers at any time whatsoever.
- 1.22 "Payment Mechanism" means the entire processing and facilitation of online payments by Master Merchant with help of the services of Facility Providers, mechanism through the Internet utilizing the internet banking facility; internet based electronic commerce, internet payment gateway of various Facility Providers and through such other modes and mechanisms of payment and delivery as may be notified by the Master Merchant from time to time.
- 1.23 "Refund" shall mean a refund issued by the Sub Merchant through ccavenue merchant panel provided by Master Merchant to the Sub Merchant.
- 1.24 "Service" means tangible or intangible services provided to the Customer by the Sub Merchant the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.25 "Transaction Discount Rate" (TDR)" means, the non-refundable rate charged to the Sub Merchant by the Master Merchant on the transaction amount processed through Master Merchant 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 Master Merchant 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 Master Merchant, and the Master Merchant will advise the Sub Merchant of any such change not less than 7 days in advance of its effectiveness.
- 1.26 "Transaction" means every Customer Order that result in the Delivery by the Sub Merchant to the Customer of the Product(s) / Services in respect of which the Customer Order was placed by Customer on Sub Merchant's Website processed by Master Merchant's Payment Mechanism successfully.
- 1.27 "Master Merchants Website/ Site" shall mean the web-site with the domain name "https://www.ccavenue.com/" established by the Master Merchant for the purposes of enabling on-line trading instructions by the Customers of the Sub Merchant to the Master Merchant.
- 1.28 "Sub Merchant's Website/ Site" shall mean the web-site/ mobile app/ web link/ payment link as mentioned in Table 1 (Sr. No.5 ) established by the Sub Merchant for the purposes of enabling its Customers to place Customer Order for purchase of Products And Services through the Internet.

## 2 TERM; NON-EXCLUSIVE:

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

## 3 PAYMENT TERMS:

- 3.1 Subject to the terms of this Agreement, Master Merchant will send to Sub Merchant's bank account Customer Charge from Transactions taking place on Sub Merchant's Site using the Payment Mechanism of Master Merchant, minus any fees including TDR as mentioned in Annexure A, invalidated payments, Chargebacks, Refunds or any refund processing charges, bank fees or penalty by banks for excessive Chargebacks or Refunds, applicable taxes, any excess amount paid to Sub Merchant and other amounts that the Sub Merchant owe to the Master Merchant

under this Agreement. If there are insufficient funds available in Sub Merchant's account, the Master Merchant shall claim from the Sub Merchant such amount to the extent the funds are insufficient; which the Sub Merchant on receipt of the claim undertakes forthwith to pay to the Master Merchant without any delay.

### 3.2 Rejection of Payment

The Master Merchant and the Facility Providers may reject payment in respect of Customer Orders where:

- a. The Sub Merchant has not obtained a necessary Authorization or Master Merchant, Facility Providers and the Acquiring Banks are entitled to reject payment in terms of clauses hereof;
- b. Any Customer Order which the Customer refuses to pay because the Product / Service was not as promised or was defective or was not delivered;
- c. The card Issuing bank advises that the card number does not match any number on file;
- d. Payment in respect of the Customer Order or the relevant instalment of the purchase price has already been made;
- e. Any Products or Services provided by the Sub Merchant using Master Merchants' Payment Mechanism without prior written approval of Master Merchant.
- f. The Customer Order was not confirmed by Sub Merchant within permissible time mentioned on the ccavenue merchant panel provided by the Master Merchant from the date the Customer Order was placed;
- g. Any amount duly receivable by Master Merchant from Sub Merchant.

3.3 Where the Master Merchant and the Facility Providers are entitled to reject payments in respect of a Customer Order or demand a Refund, the Master Merchant shall be entitled to set off and deduct from any payment due to the Sub Merchant and in doing so the Master Merchant may:-

- a. debit the Sub Merchant's account held with the Master Merchant, forthwith; and/or;
- b. deduct the outstanding amount from subsequent credits to the Sub Merchant's account, and/or;
- c. if there is insufficient funds available therein; claim from the Sub Merchant the amount paid to the Sub Merchant by the Master Merchant in respect of the relative sales; which the Sub Merchant on receipt of the claim from the Master Merchant undertakes forthwith to pay to the Master Merchant, the amount of the Refund to the extent to which such funds proves inadequate;

3.4 Payment of Customer Charge in respect of an Customer Order shall be made as per the TDR, other charges and payment schedule agreed by both the Parties in writing through electronic communication from time to time. The Customer charges to be paid in the in the bank account of the Sub Merchant instructed by the Sub Merchant in writing and on receipt of Proof of Delivery of the relevant Product / Service and the Master Merchant will deliver its payments to the Sub Merchant as promptly after these dates as is practicable. The TDR amount charged by the Master Merchant to the Sub Merchant is non-refundable; although the Sub Merchant shall be liable to pay any refund charges if it is required to be paid by the Facility Providers.

3.5 EMI Services: The Sub 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 Master Merchant. The Sub Merchant further undertakes that:-

- i. EMI calculator shall be available on the Sub 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 Master Merchant 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. EMI transactions once submitted cannot be 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 Sub Merchant further confirms, undertakes and assures that the Master Merchant 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 Sub Merchant or not. The Sub 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 Sub 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 Master Merchant has no authority deciding the rate of interest, repayment terms, charges and any other terms and conditions of the EMI Scheme.

3.6 Taxes: Each Party shall bear and pay respective taxes as made applicable by the Government authorities from time to time. The Sub 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 Master Merchant. In case any credit, refund or other benefit under GST is denied to the Master Merchant or is delayed due to any non-compliance by the Sub 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 Sub Merchant with the Government or the Master Merchant, the Sub Merchant agrees to indemnify, defend and hold harmless the Master Merchant and reimburse the Master Merchant 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).

3.7 Sub Merchant's Minimum Deposit Account Balance (If applicable): It is mutually agreed by the Sub Merchant and the Master Merchant, that the Master Merchant may retain a minimal amount "Reserve Deposit Amount" out of amounts payable to the Sub Merchant in terms of Clause 3 hereof. The Sub Merchant agrees that the Master Merchant will impose Transaction Limits or additional Reserve Deposit Amounts, either temporarily or permanently, which are more restrictive than limits placed on the Sub Merchants in order to reduce Master Merchant's reasonable apprehension of risk of loss under varying circumstances

## 4 COVENANTS AND REPRESENTATIONS OF THE SUB MERCHANT:

- 4.1 The Master Merchant and the Facility Providers shall not be a party to the Agreement or dispute between the Customer and the Sub Merchant. In the event of any dispute between the Sub Merchant and the Customer whether in relation to any deficient, improper or incomplete Product or Service provided by the Sub Merchant or otherwise, the Master Merchant 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 Sub Merchant undertakes to make timely payments of all the monies, charges, and Chargeback amounts, Refund amount duly payable to Master Merchant as and when demanded by Master Merchant. Sub Merchant also undertakes to payback any amount received in excess or erroneously from Master Merchant within 7 (Seven) days of receipt of claim from Master Merchant without any delay, demur or protest.
- 4.3 The Sub Merchant assures and guarantees to the Master Merchant and the Facility Providers that the Sub Merchant is acting in compliance with and shall at all-time act in compliance with all laws, rules and regulations, notification, and guidelines set by RBI/ Master Merchant and the Facility Providers and further assures and guarantees that the Products And Services mentioned on Master Merchant website at link [https://www.ccavenue.com/faq\\_ccav.jsp](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 Sub Merchant's Site using services of Master Merchant. 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 Sub Merchant to its Customers through the services of Master Merchant.

- 4.4 The Sub 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 Master Merchant by the Sub Merchant AND any penalty or charge imposed by the Facility Providers on the Master Merchant for any violation for any reason whatsoever, the Sub Merchant shall on receipt of the claim from the Master Merchant undertakes forthwith without any demur, protest, dispute or delay, to pay to the Master Merchant, the amount of the penalty / fine imposed by the Facility Providers on the Master Merchant.
- 4.5 The Sub Merchant shall not at any time require the Customer to provide the Sub Merchant with any details of the accounts held by them with the Issuing Bank Payment Instrument Provider including, the 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.
- 4.7 The Sub Merchant is aware that the Master Merchant and the Facility Providers are not guaranteeing any Transactions with the Customers in any manner whatsoever. The Sub Merchant assures that the Customers will place the orders themselves and agree not to place orders on behalf of Customers.
- 4.8 The Sub Merchant shall use the Master Merchant's services and other facilities offered on the Master Merchant's Site only for the Sub Merchant's Site as mentioned in Table 1 (Sr. No.5) and for no other Site/s. The Sub Merchant shall use the Master Merchant's Payment Gateway services only for selling/ providing the Products and Services mentioned in Table 1 (Sr. No.6) and for no other Products or Services. In case of any deviation from the Services without prior written approval of the Master Merchant, the Sub Merchant undertakes to be abiding by the decisions of Master Merchant including suspension of the pay out or refund to Customer or termination of Master Merchant services.
- 4.9 The Sub Merchant acknowledges that the Facility Providers and the Master Merchant have the right to enforce any provision of the standards and to prohibit any Sub Merchant conduct that may injure or may create a risk of injury to the Facility Providers and the Master Merchant including injury to reputation, or that may adversely affect the integrity of the Facility Providers and the Master Merchant's core payment systems, information or both. The Sub 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 Master Merchant.
- 4.10 The Sub Merchant shall take all precautions as may be feasible or as may be directed by the Master Merchant and the Facility Providers to ensure that there is no breach of security and that the integrity of the link between the Sub Merchant's Site, the Master Merchant's Site 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 Sub Merchant and the Sub Merchant shall indemnify and keep indemnified the Master Merchant and the Facility Providers from any loss as may be caused in this regard.
- 4.11 The Sub Merchant hereby grants to the Master Merchant and the Facility providers, a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Sub Merchant solely in connection with the marketing of their facilities and services to the public. The Sub Merchant shall prominently display on its Website and in other online marketing materials if applicable, a statement/logo/image provided by Master Merchant and or upon instructions of Facility Provider.
- 4.12 The Sub Merchant represent and warrant to the Master Merchant and the Facility Providers that: (a) Sub 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) Sub 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) Sub 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.
- 4.13 The Sub Merchant states that the individual signing this Agreement is an authorized representative of the Sub Merchant and is thereby fully authorized to bind the Sub 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. Sub Merchant authorizes Master Merchant to obtain and verify, and to continue to obtain and verify any information submitted by Sub Merchant any relevant information regarding principals, partners, officers or other authorised representatives of Sub Merchant and any other individuals listed on this Agreement including the individual signing below, and for Master Merchant use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Master Merchant to share such information with its affiliates or as otherwise allowed by applicable law.
- 4.14 The Sub Merchant hereby agrees, assures and covenants as under, as far as American Express Card processing is concern:-
  - a. The Sub 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 and as prominently and in the same manner as any other Payment Product.
  - b. The Sub 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 check); (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 Sub Merchant's own card that it issues for use solely at its establishments) more actively than it promotes the American Express Card.
  - c. The Sub 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 Master Merchant that Sub Merchant has breached this provision, Master Merchant reserves its right to cease submitting Charges within 2 business days and require Sub Merchant to remove all American Express identification, logos and decals from Sub Merchant's website immediately. If American Express determine that Master Merchant on behalf of the Sub Merchant vide this Agreement has failed to cease submitting Charges after receipt of such information from American Express and that Master Merchant have breached this provision due to default of Sub Merchant, Master Merchant shall be penalized the amount of Five Thousand United States (\$5,000.00 USD) or in equivalent Indian Rupees for continuing to submit Charges. This penalty will apply on a monthly basis. Accordingly, if Master Merchant submits Charges during July and again in August, Master Merchant will be penalized twice. If penalized, Master Merchant agrees to remit payment to American Express within 30 days of your receipt of an invoice. If Master Merchant fails to remit such payment, American Express may debit all relevant amounts from the bank account Master Merchant have designated to receive payments from American Express pursuant to this Agreement. The Master Merchant in event of such penalty been imposed by American Express reserve its right to impose the same on Sub Merchant and the Sub Merchant agrees to pay such penalty to Master Merchant forthwith without any demur or protest, dispute or delay
  - d. The Sub Merchant shall maintain customer service information that is readily available for review by American Express Card member transacting with Sub Merchant. The customer service information should include clear instructions on how to contact Sub 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 Sub Merchant and for Master Merchant an email address and web page address on Master Merchant's Web site where American Express card members can access transaction information.

- 4.15 If the Sub Merchant is going to store the confidential data of customers on Sub Merchant's Site, then the Sub Merchant shall be Payment Card Industry Data Security Standard certified (PCIDSS) and shall continue to be certified as per the required regulations during the term of the agreement with respect to the security obligations pertaining to the Master Merchant's Services provided by the Master Merchant. The Sub Merchant hereby undertakes and agrees it shall not store any confidential information of the Customers such as card details, Customer's confidential details etc. if it is not PCI DSS certified and shall further indemnify the Master Merchant in case of any claim, proceeding, loss or liability arising due to non-compliance of the same.
- 4.16 The Sub 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](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 Sub Merchant undertakes the following :
- a. On an on-going basis, the Sub Merchant to promptly provide the Master Merchant with the current address of each of its offices, all "doing business as" (DBA) names used by the Sub Merchant, and a complete description of goods sold and services provided.
  - b. In the event of any inconsistency between any provision of the Sub Merchant Agreement and the Standards (i.e. the Manual), the Standards (the Manual) will govern.
  - c. The Master Merchant may require any changes to Sub Merchant's Website or otherwise that it deems necessary or appropriate to ensure that the Sub Merchant remains in compliance with the Standards governing the use of the Marks.
  - d. This Sub Merchant Agreement automatically and immediately stand terminated if the Master Card Corporation de-registers the Master Merchant 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 Sub Merchant.
  - e. The Master Merchant may at its discretion or at the direction of its Facility Providers immediately terminate the Sub merchant Agreement for activity deemed to be fraudulent or otherwise wrongful by the Master Merchant, and Facility Providers.
  - f. The Sub 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 Sub 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 Sub 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 Sub Merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.
- 4.17 The Sub Merchant undertakes to be abiding 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.
- 4.18 The Sub Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Sub Merchant represent that the Sub Merchant holds valid licenses, brand proofs, tie-up agreements from its business associates and the Sub Merchant is legally authorised to sale the Products And Services online through the Sub Merchant's Site.
- 4.19 The Sub Merchant shall provide supporting documents to the Master Merchant at the time of execution of this Agreement and upon change in details provided under this Agreement. The Sub Merchant shall provide the KYC documents to Master Merchant on an interval of one year.
- 4.20 The Sub Merchant shall keep updated on its Site all the policies including but not limited to privacy policy, refund and return policies, chargeback policy (I accept policy) and other terms and conditions pertaining to the Products and Services of the Sub Merchant.
- 5 DATA PROTECTION :**
- 5.1 All the data processed under this agreement is subject to the Data Privacy Regulations under applicable laws. Sub Merchant and Master Merchant 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, General Data Protection Regulation (GDPR) (EU) 2016/679 as amended from time to time, and any other applicable Laws restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations").
- 5.2 Master Merchant its employees, contractors or agents may, in connection with this Agreement, collect Personal Information in relation to Sub Merchant (including Sub Merchant Customers, employees and directors) Master Merchant may process, use and disclose, transfer and store the Sub 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.
- 5.3 Insofar as information provided, or to be provided, by Sub Merchant to Master Merchant includes the Personal Information of Customers, Sub 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 Master Merchant to comply with applicable data privacy regulations and which allows Master Merchant 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 Master Merchant with such consent as and when requested by Master Merchant.
- 6 FAIR USE OF MASTER MERCHANT SERVICES:**
- 6.1 The Sub Merchant shall use the services of the Master Merchant only for the purpose of receiving online payments against the Products/ Services approved by Master Merchant. Using the services of Master Merchant for any other purpose shall entitle the Master Merchant to take appropriate legal action and/or charge penalty suspend all the pay-outs to the Sub Merchant.
- 6.2 The Sub Merchant shall not misuse the services of Master Merchant for illegal gains including but not limited to illicit use of Credit Cards.
- 6.3 The Sub Merchant in case of any fraud or ill intentional transaction by Customer shall cooperate with Master Merchant and forward all necessary transaction and Customer details to Master Merchant at the earliest.
- 6.4 The Sub Merchant data related to transactions taking place through Master Merchants' payment gateway services shall be stored by Master Merchant for a maximum period of one year from the date of transaction. Post completion of this one year the data will automatically get deleted from Master Merchants' database. Master Merchant shall not be liable to produce the data that is older than one year.
- 6.5 Breach by Sub Merchant: If the Master Merchant, the Facility Providers suspects on reasonable ground, that the Sub Merchant has committed a breach of this agreement or dishonestly or fraud against the Master Merchant, the Facility Providers, or any Customer, the Master Merchant shall be entitled to suspend all payment under this agreement to the Sub Merchant pending enquiries by the Master Merchant. The Master Merchant shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the

inquiry. The Master merchant reserve right to charge appropriate penalty to the Sub Merchant in case of breach of terms of this agreement. The Master Merchant may adjust such penalty amount from the next pay out of Customer Charge. In the event of no balance in the Sub Merchant account, the Sub 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 Sub Merchant commits fraud against the Sub Merchant using Master Merchant's services, the Master Merchant in such cases shall be entitled to suspend the pay-outs of the disputed amount till the issue is resolved between Sub Merchant and Customer. The Master Merchant shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the inquiry.

- 6.6 Authorizations: The Sub Merchant shall obtain Authorisation from the Master Merchant, before accepting any Customer Order. This process of Authorization is an automatic process that takes place in real-time.

## 7 CHARGEBACK AND REFUND:

- 7.1 The Sub Merchant agrees that payment made in respect of any Customer Order, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute or chargeback on the Master Merchant or the Facility Providers for any reason whatsoever or in case of refund initiated by the Sub Merchant shall be the financial responsibility of the Sub Merchant. The chargeback or refund shall be processed as per the set processes of Facility Providers and Master Merchant. Once the Chargeback is received and the Sub Merchant is ordered to make payment of the Chargeback amount or in case of Refund once the Refund requested is initiated by the Sub Merchant, the Sub Merchant shall make the payment of the Chargeback/ Refund amount as the case may be without any demur or protest, dispute or delay. The Sub Merchant agrees that it shall initiate Refund only within 90 days from the date of transaction. The Sub 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 Sub Merchant hereby agrees that all Refunds and Chargebacks shall be the sole responsibility of the Sub Merchant and Master Merchant shall not be liable for any claims or disputes which may arise in connection with such Refunds or Chargebacks to the Sub Merchant or its Sub Merchants. The Sub Merchant agrees to indemnify Master Merchant in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation Refunds or Chargebacks for all transaction initiated and instructed through the Sub Merchant's Site.
- 7.2 If Master Merchant and/or the Facility Providers determine that the Sub Merchant and/or its business associates registered with Master Merchant are incurring an excessive amount of Chargebacks or Refunds, Master Merchant 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 Master Merchant to cover anticipated Chargebacks and Refunds (c) by asking the Sub Merchant to first make payment of the Chargeback amount / Refund amount and then only process the chargeback and refund request.(d) delaying or suspending pay-outs to Sub Merchant, (e) block the refund or refuse to process (f) adjusting the Chargeback and Refund amount from the Customer Charge payable to Sub Merchant and (g) imposing penalty amount if any charged by Facility Providers (h) charge interest over the Chargeback and Refund amount (i) terminating or suspending the Master Merchant Services.
- 7.3 The Sub Merchant hereby authorises the Master Merchant to appropriate the Sub Merchant's current balance amounts with the Master Merchant to the extent of the aforesaid Chargeback and Refund and any other moneys due to the Master Merchant by the Sub Merchant in terms of this Agreement. If there is insufficient funds available therein; the Sub Merchant shall within 48 (forty eight) hours of finding out negative balance or insufficient balance in his Merchant Accounting and Reporting System (M.A.R.S) Interface and/or on receipt of the e-mail from the Master Merchant and/ or claim from the Master Merchant undertakes forthwith without any demur, protest, dispute or delay, to pay to the Master Merchant, the amount of the Chargeback/dispute/Refund to the extent to which such funds proves inadequate. Without prejudice to any other of Master Merchant's rights and remedies, in the event that the Sub Merchant does not make any payment to Master Merchant by its due time (within 48 hours) or on demand as required under this Agreement, the Master Merchant 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 Master Merchant'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 Sub Merchant AND the Sub Merchant hereby indemnifies the Master Merchant and the Facility Providers against any claims, dispute initiated by any Customers/ Facility Provider or any third party / authority enforced on the Master Merchant, Acquiring Banks/ Card Companies/ payment service provider etc. for the non-refund of such transactions.
- 7.4 Credit Facility on Refunds: Since the Sub Merchant will not be allowed to initiate Refunds of amount greater than the balance amount held with Master Merchant: The Sub Merchant may face Refund related issues from the Customers such as, *"the Refunds were blocked by Master Merchant due to insufficient or no balance amount in Sub Merchant account held with Master Merchant"*. In order to avoid such refund issues and to continue the smooth refund process, the Sub Merchant may avail the credit facility on refunds where in the Master Merchant at its sole discretion may allow the Sub Merchant to initiate refunds of amount greater than the balance amount available with Master Merchant. This facility will allow additional time not exceeding 7 (Seven) days to the Sub Merchant to arrange for funds against refunds so initiated. To avail the credit facility the Sub Merchant shall give separate written instructions to Master Merchant, Master Merchant on its sole discretion may grant the credit facility on refund to the Sub Merchant. The Sub Merchant agree that the repayment of credit facility on refund shall be governed by all the sub clauses (i), (ii) and (iii) above and also by the special terms and conditions formed by Master Merchant for credit facility on refund.
- 7.5 The Sub Merchant acknowledges that TDR charged by the Master Merchant shall not be refunded by Master Merchant irrespective of any Chargeback or Transaction being rejected, refunded or disputed.

## 8 INDEMNITY:

- 8.1 The Sub Merchant hereby undertakes and agrees to indemnify, defend and hold harmless the Master Merchant 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:
- 8.1.1 Breach or non-performance by the Sub Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;
- 8.1.2 Breach of confidentiality and intellectual property rights obligations by the Sub Merchant;
- 8.1.3 Any claim or proceeding brought by the Customer or any third party against the Master Merchant and/or the Acquiring Banks in respect of any Products or Services offered by the Sub Merchant;
- 8.1.4 Any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Sub Merchant, its employees, contractors, agents, Customers or any third party;
- 8.1.5 Chargebacks or refunds relating to the Transactions contemplated under this Agreement; and incapacity of Sub Merchant to make payment against the chargeback/ refunds or any amount due payable to Master Merchant;

- 8.1.6 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
- 8.1.7 Any fines, penalties or interest imposed directly or indirectly on Master Merchant on account of Sub Merchants or transactions conducted through the Sub Merchant under these Terms and Conditions.
  - The indemnities provided herein shall survive the termination of this Agreement.

## 9 WARRANTY

- 9.1 The Master Merchant 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 Sub Merchant acknowledges that the Master Merchant and the Facility Providers may not be uninterrupted or error free. The Sub Merchant also acknowledges that the services provided by the facility providers to the Master Merchant which is passed on to the Sub 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.
- 9.2 The Master Merchants sole obligation and the Sub Merchant's sole and exclusive remedy in the event of interruption to the services or loss of use and/or access to the Master Merchant'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.
- 9.3 In case if the Sub Merchant's customer raises a claim on any of the Master Merchant or the Facility Providers, the Sub Merchant shall release Master Merchant (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.
- 9.4 Without prejudice to any other provisions of this Agreement, Master Merchant, and the Facility Providers shall not be liable to the Sub Merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Master Merchant's site and services, and the Facility Provider's facilities and/or this Agreement.

## 10 LIMITATION OF LIABILITY

The Master Merchant 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 Sub Merchant had been advised of the possibility of such damage or loss. In no event Master Merchant shall be liable to the Customers or any third Party.

## 11 TERMINATION:

- 11.1 Immediate Termination:
  - a. 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.
  - b. Termination in Case of Violation of Law:- In addition to any other termination rights granted by this Agreement, the Master Merchant may terminate this Agreement immediately without liability upon verbal or written notice if (i) the Master Merchant or the Facility Providers is notified or otherwise determines in good faith that the Sub Merchant or is using the Master Merchants services and facilities in furtherance of any activity which violates any law, rule, or regulation or (ii) the Master Merchant, 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 Sub Merchant. (iii) If Facility Providers de-registers the Sub Merchant.
  - c. Termination for Disruption: If any program or facility used by Master Merchant to implement this Agreement is disrupted or terminated by the Facility Provider for any reason the Master Merchant may terminate this Agreement immediately.
- 11.2 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.
- 11.3 Termination for non-use:- The Master Merchant may terminate this Agreement, if the Sub Merchant fails or neglects to use the facilities and services of the Master Merchant and the Acquiring Banks for a continuous period of 180 days.
- 11.4 Withholding of charge on termination: - In the event that either of the Parties serve a notice of termination of this Agreement on the other party, the Master Merchant shall be entitled to withhold for a period of 210 days from the date of such notice, 40% of amounts payable to the Sub Merchant in terms of Clause 3 of this Agreement in respect of each Customer Charge arising after the date of such notice. In the event that the Master Merchant terminates this Agreement as a result of breach of any of the terms of this Agreement by the Sub Merchant, the Master Merchant shall be entitled to withhold for a period of 210 days from the date of such breach 100 % of amounts payable to the Sub Merchant in terms of Clause 3 of this Agreement in respect of each Customer Charge arising after the date of such breach.

## 12 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.

## 13 FORCE MAJEURE:

The Master Merchant 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 Master Merchant, 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.

**14 SUB- ID CREATION:** In case of addition of Business Associate/s, Business Associate" shall mean entity/Merchant referred or on-boarded by the Sub Merchant as per the terms and conditions of this Agreement through a mandate letter the Sub Merchant shall give written instructions to Master Merchant in the format as specified by Master Merchant from time to time. Following terms should additionally apply to the arrangement of creating any sub- Id. The Sub Merchant will be allotted a main Merchant ID (MID) by the Master Merchant. Through this agreement the Sub Merchant will be able to enable the Business Associates to receive online payments from the end customers. For the said purpose the Master Merchant has agreed to create sub- ids for the Business Associates of the Sub Merchant. The addition of any new Business Associates shall be intimated by Sub Merchant to the Master Merchant in the format specified by Master Merchant. The Master Merchant shall make the payout of the Customer Charge after due deductions to the designated bank account of the Sub Merchant or the Business Associate as directed by the Sub Merchant in writing. The Sub

Merchant will provide the necessary documents of such business associates as per the requirements of the Master Merchant. The Parties have agreed that all the terms and conditions, warranties, covenants addressed to Sub Merchant herein shall be equally applicable to the Business associates of the Sub Merchant. Any default, chargeback, refund, claim observed or received on Business Associates' MID shall be the responsibility of the Sub Merchant. The Sub Merchant here by indemnify the Master Merchant for the acts and omissions of the business Associates. To avail the facility of Sub- IDs the Sub Merchant must intimate the Master Merchant in writing, the Master Merchant reserves right to approve or reject the onboarding of Business Associate. Termination of this agreement will automatically terminate all the sub-ids.

**15 GENERAL PROVISIONS:**

- 15.1 Entire Agreement: This Agreement constitutes the entire agreement between the Master Merchant and the Sub Merchant pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.
- 15.2 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.
- 15.3 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.
- 15.4 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 Sub Merchant upon notification to the Sub Merchant by ordinary post and if the Sub Merchant is unwilling to accept such variation or amendment or introduction, the Sub Merchant shall notify the Master Merchant in writing by registered post within five days from the receipt of the notification by the Master Merchant.
- 15.5 Assignment: This Agreement may not be assigned by the Sub Merchant without the prior written consent of the Master Merchant. The Master Merchant 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.
- 15.6 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.
- 15.7 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.
- 15.8 Liability upon Expiration: Neither Party shall be obligated to extend or renew this Agreement.
- 15.9 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.
- 15.10 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.
- 15.11 Disclosure of information: The Master Merchant will be entitled at any time to disclose information concerning the Sub 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 Master Merchant. This clause shall survive the termination of this Agreement. The Sub Merchant shall not, without the prior written consent of the Master Merchant, 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
- 15.12 The individual signing this Agreement certifies that he/she is an authorized principal, partner, officer, signatory or other authorized representative of Sub Merchant identified above, is thereby fully authorized and appointed by valid board resolution and/or authority letter to bind Sub 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. Sub Merchant authorizes Master Merchant to obtain and verify, 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 Sub Merchant, and any other individuals listed on this Application, including the individual signing below, and for Master Merchant to use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Master Merchant to share such information with its affiliates or as otherwise allowed by applicable law.
- 15.13 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 Sub Merchant	In the case of the Master Merchant
As provided by Sub Merchant from time to time.	Name: Infibeam Avenues 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: <a href="mailto:accounts@ccavenue.com">accounts@ccavenue.com</a> ATTN:- Mr. Vishwas Patel

- 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.

**16 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.

**ANNEXURE A \*:**

The Sub Merchant shall pay to the Master Merchant following Non- Refundable charges per transaction:

Payment Mode	Privilege Account Charges
Set Up fees[One time Non Refundable]	Rs. _____ / +Taxes as applicable
Cash Card Transaction	_____ % + Taxes as applicable
Credit Card MasterCard and Visa Domestic Transaction	_____ % + Taxes as applicable
Credit Card EMI Transaction	_____ % + Taxes as applicable
Debit Card Domestic Transaction	_____ % + Taxes as applicable
Net Banking Transaction	_____ % + Taxes as applicable
Wallet Transaction	_____ % + Taxes as applicable
Unified Payments Transaction	_____ % + Taxes as applicable
Mobile Payment Transaction	_____ % + Taxes as applicable
American Express / Amex EMI & Diners Club Card Transactions	_____ % + Taxes as applicable
MasterCard & Visa Credit / Debit Cards Transaction (International) - Subject to Bank Approval	_____ % + Taxes as applicable
27 Multi-currency options - Subject to Bank Approval (Additional charges may apply per currency)	_____ % + Taxes as applicable
Annual Software Maintenance Cost payable per annum payable in advance in April of every Year OR Pro Rata thereof	Rs. _____ / +Taxes as applicable

Payment Schedule is Weekly.

TDR= Transaction Discount Rate (Rate charged to the Sub Merchant by the Master Merchant on the transaction amount processed through Master Merchant and / or the Facility Providers, Card Companies, 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 Master Merchant 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).

\*Taxes as applicable (such as GST or any other Taxes) will be levied on set up fees, ASMC and Transaction Discount Rate (TDR).