

Terms and Conditions for accepting electronic payments by Merchant Establishment

The following terms and conditions (“**Terms and Conditions**”) , Merchant Application Form and additional documents, if any is a legal agreement between you (“**Merchant**”/“**you**”) and Worldline India Private Limited (“**Worldline**”/ “**We**”) governing your use of Worldline’s Services whereby Worldline shall provide payment acceptance solutions to you for selling Products (as defined below).

You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by Worldline, and they shall be deemed to be incorporated into these terms of use and shall be considered as part and parcel of these terms of use.

Worldline holds the sole right to modify the Terms and Conditions without prior permission from you or informing you. The relationship creates on you a duty to periodically check the terms and stay updated on its requirements. If you continue to use the Worldline Services following such a change, this is deemed as consent by you to the so amended Terms and Conditions. As long as you comply with these terms of use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Worldline Services.

The use of the Worldline Services provided herein through is offered to you conditioned on your ‘acceptance’ of all the terms, conditions and policies contained in this Terms and Conditions. Upon "acceptance", this Terms and Conditions shall be effective and binding upon you along with any amendments made by Worldline at its sole discretion and you shall not claim invalidity of this Terms and Conditions merely on the grounds that this Terms and Conditions is being concluded electronically.

For the aforesaid purposes, 'acceptance' shall mean your affirmative action in clicking on 'check box' and on the 'complete button' as provided on the registration page or any act which reflects your use of the Worldline Services and Worldline System and Application or the services provided by Worldline or any such other actions that implies your acceptance.

Your use of the Worldline Services and Worldline System and Application implies that you agree with the terms of the Terms and Conditions in entirety. If you do not agree or are not willing to be bound by the terms and conditions of this Terms and Conditions and other terms and policies as displayed on Worldline System and Application, please do not click on the "check box" and/or on the "complete" button and do not seek to obtain access to or otherwise use the Worldline Services and Worldline System and Application.

Worldline shall have deemed to have accepted this Terms and Conditions and the Terms and Conditions shall only be considered to be duly executed, valid and binding after the receipt of the required information from you, due verification of the same by Worldline and a verification of the contract being sent by Worldline to you as more specifically stated below.

The Terms and Conditions shall be deemed to have been received, accepted and formed at Worldline registered office, at Raiaskaran Tech Park (formerly known as Logitech Park), 2nd floor of Tower I, Phase II, Sakinaka, M.V. Road, Andheri (East), Mumbai – 400072.

This document is an electronic record in terms of Information Technology Act, 2000 and rules made there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Worldline Services.

The Terms and Conditions specified below govern and constitutes the entire and exclusive contract between the Merchant (“Merchant”, which expression shall, unless repugnant to the meaning or context thereof, also mean and include its successors and assigns) and Worldline India Private Limited (“Worldline”, which expression shall, unless repugnant to the meaning or context thereof, also mean and include its successors and assigns) for the purpose of payment acceptance services from Worldline.

Merchant and Worldline individually referred as “Party” and collective referred to as the “Parties

In case of Merchant being:

- (i) One or more individual(s):
 - a. Each one of them whose name is stated in the Merchant Application Form is deemed to have made this individually and all of them agreed to obligations hereunder jointly and severally; and
 - b. The term Merchant Establishment shall include his/ their respective heirs, executors, successors, administrators and legal representatives.
- (ii) Proprietary concern:
 - a. The person whose name is stated in the Merchant Application Form as Proprietor; and
 - b. The term Merchant Establishment shall include his heirs, executors, successors, administrators and legal representatives.
- (iii) Partnership firm:
 - a. The firm duly constituted under the Indian Partnership Act, 1932 or not , or the Limited Liability Partnership Act, 2008 and the persons whose names are stated in the Merchant Application Form as Partners collectively; and
 - b. The term Merchant Establishment shall include them and survivors or survivor of them or partners or partners for the time being thereof and his/ her/ their respective heirs, executors, administrators, legal representatives and successors.
- (iv) Limited Company, incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 : the term Merchant Establishment shall include its successors and administrators.
- (v) A society registered under the Societies Registration Act, 1860 the term Merchant Establishment shall include its successors and administrators.
- (vi) Trust, registered under the Trusts Act, 1882, the term Merchant Establishment shall include its trustees for the time being, their survivor or survivors, heirs, executor's administrators and legal representatives.
- (vii) Any Government/Semi-Government/Authority/Agency /organization or body established by or under any law or controlled or funded by the Central or State Government
- (viii) Any other association of individuals recognised under any law for the time being in force.
- (ix) Any other Authority/body established by or under any law for the time being in force.

WHEREAS:

- A. Worldline is engaged in the business of transaction processing and other services involving credit cards, debit cards, prepaid cards, loyalty cards, QR codes, smart cards etc.
- B. The Merchant is engaged in the business specified in the Merchant Application Form and is desirous to facilitate transactions by its customers using credit cards, debit cards, prepaid cards, loyalty cards, QR codes or other payment mechanisms only towards payment for the sale of goods or services by the Merchant to such customers and receive disbursements from Worldline towards such payments.
- C. Worldline entered in to an agreement with Facility Providers to offers payment acceptance services to the Merchant (“**Facility Provider Terms and Conditions**”)
- D. Worldline has received from Merchant a duly filled in Merchant Enrolment Form, which shall be deemed to be an integral part of this Terms and Conditions. This Terms and Conditions shall be binding immediately after Merchant activates and uses the Services for the first time for acceptance for payments. The details and commercial terms provided in the Merchant Enrolment Form shall be read together with this Terms and Conditions and the Parties agree to be bound thereby.

At the request of the Merchant, Worldline has agreed to provide the Services (as hereinafter defined) to the Merchant on the basis of and subject to the Terms and Conditions set out below :

1. DEFINITIONS

In this Terms and Conditions, the following terms shall have the following meanings:

“Acquiring Bank” means the bank designated by Worldline as the ‘Acquiring Bank’ which is a member of a Card Organisation and with whom Worldline has entered into an agreement for the purposes of authorizing/processing the Transactions

“Applicable Laws” shall mean all statutes, enactments and acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, treaties and orders of the Government of India and/or any government, judicial or quasi-judicial body or any other authority, as amended or supplemented from time to time.

“Authentication” shall mean the process, as approved by Acquiring Bank from time to time by which a Customer identification is authenticated in the Payment Mechanism

“Authorisation”/ “Authorized Transactions” means the process by which the Facility Provider approves a Transaction as stipulated by the Issuer from time to time and includes the approval flashed on the EDC machine / terminal or other permitted authorization.

“Business” means the business the Merchant Establishment is normally engaged in as specified in the Merchant Application Form and no others.

“Card” means a credit card or a debit card or any other payment card issued by an Issuer.

“Card Holder or Customer” means a person to whom a Valid Card or Payment Instrument is issued or who is authorised to use that Valid Card or Payment Instrument for purchase of Products from the Merchant and makes payment for the same over Equipment.

“Card Organisation” means only VISA ,MasterCard, RUPAY and DFS and any other card organization offering credit, debit or any other payment card programmes to Issuers.

“Customer Order” means an order for purchase /acquisition of the Product(s) offered by the Merchants where the payment for the Product (s) is done through the Equipment .

“Chargeback” means a Transaction that is returned to the Facility Provider by the Issuer.

“Chargeslip” means an electronic or paper record of a Transaction generated by the Merchant Establishment using Equipment.

“EDC” means electronic data capture.

“Equipment” means devices deployed by Worldline at the Premises of the Merchant Establishment for generating a Chargeslip, such as EDC machine / terminals include Mobile POS and equipment(s) for manual generation of Chargeslip and other payment acceptance mode and includes printers, peripherals, pin pads, QR Code and accessories and related software.

“Facility Providers” means any Payment Instrument Issuer and/or Payment Instrument acquiring institution including and not limited to Acquiring Bank , Non-banking financial institutions, payment aggregators and card issuers with whom Worldline has an arrangement for providing payment related services, including in respect of processing transactions with/through them.

“Issuer” means a licensee of a Card Organisation issuing a Valid Card.

“Merchant Commission” means the commission payable to Worldline by Merchant for facilitating a Transaction.

“Premises” shall mean the place of business of the Merchant as stated in the Merchant Application Form.

“Products” means goods and/or services provided by the Merchant, and that is purchased by the Customer, the payment for which is to be made by the Customer through Valid Card and other valid payment instruments.

“Payment Solution” shall mean the processing of payments sought to be made by the Customers by way of Valid Card or other permitted mode, through Equipment that will be provide by Worldline to enable the Authentication of Customers and Authorization of payments on Valid Cards/ Payment Instrument in accordance with Payment Mechanism.

“Payment Mechanism” means the mechanism, mandated and supported by Facility Providers, from time to time for facilitating payments by utilizing the Payment Solution.

“ Payment Instrument” means any instrument other than Card , including QR code , wallet, loyalty, private labels being used for the purpose of payment by such Customer to Merchant towards the Customer’s purchase of goods or services from the Merchant

Payment Instrument Provides ” means any institution which issues Payment Instrument

“Transaction” means the transaction between the Customer and the Merchant on the Equipment through Payment Mechanism for the payment by such Customer to Merchant towards the Customer’s purchase of goods or services from the Merchant resulting into the generation of a Chargeslip.

“Transaction Amount” means the amount of the Transaction **appearing on the Charge slip.**

“Valid Card” means a Card:

- (i) permitted by the Issuer for the Transaction;
- (ii) bearing the Card Organisation’s logo, the name and hologram of the Issuer and such other details as may be stipulated by the Issuer /Facility Providers from time to time;
- (iii) which is not expired;
- (iv) bearing the Card Holder’s signature on its reverse side;
- (v) not mutilated or altered; and
- (vi) confirms to RBI’s and / or Issuers guidelines/advisories/circulars issued from time to time.

“Valid Charge” means a charge on a Valid Card or Payment Instrument authorized in accordance with this Terms and Conditions.

2. PROVISION OF SERVICES

Subject to the terms and conditions hereinafter contained and in consideration of the payment of Merchant Commission set out in Merchant Application Form , Worldline shall, as per the terms of Facility Provider Agreement , provide to the Merchant, services for obtaining Authorisation of payments by Customers through Equipment and other modes from time to time (these services are hereinafter referred to as ‘Services’). These Services shall enable the Merchant to receive payments that have been made to it, successfully, by a Customer using a Valid Card , and other as permitted mode from time to time.

Value Added Service

Merchant may avail additional value added services from Worldline by accepting terms and conditions

3. MERCHANT ESTABLISHMENT'S REPRESENTATIONS AND WARRANTIES

Merchant represents, warrants and declares that:

- 3.1 Merchant conducts its Business on the Premises wherein EDC machine / terminals and other Equipment are installed.
- 3.2 Merchant holds all the valid and subsisting licenses, permits and consents required for the conduct and operation of the Business.
- 3.3 Merchant has taken all necessary action to authorise the execution, delivery and consummation of this Terms and Conditions and will furnish satisfactory documentary evidence of the same to Worldline upon request and undertakes that:
 - (a) the execution, delivery and performance of this Terms and Conditions will not constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorisation, Terms and Conditions, undertaking or other obligation by which it is bound; or
 - (b) the execution, delivery and performance of this Terms and Conditions will not result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it; and
 - (c) there are no judicial or administrative actions, proceedings, litigations or investigations pending or, to the best of its knowledge after due inquiry, threatened against it, which would have a material adverse effect on its capacity to perform its obligations under this Terms and Conditions and each of the other documents referred to in this Terms and Conditions to which it is a party.
- 3.4 The materials and services to be delivered or rendered under this Terms and Conditions, will be of the kind, quality and timeliness designated as per the quality and schedule standards and shall meet specifications as well as manners as determined by the Worldline and/or the Facility Provider from time to time and communicated to the Merchant accordingly in writing.
- 3.5 No officer of Worldline and/or the Facility Provider, or any of its respective directors, employees or immediate family members has received or will receive anything of value of any kind from the Merchant or its officers, directors, employees or agents in connection with this Terms and Conditions; [and that none of them has a business relationship of any kind with the Merchant, its employees or any of its other officers].
- 3.6 This Terms and Conditions is a legal and binding obligation of Merchant and is enforceable against the Merchant in accordance with its terms.

4. MERCHANT ESTABLISHMENT'S COVENANTS

- 4.1 The Merchant shall, when requested by the Customer, facilitate a Transaction via the Equipment and in accordance with this Terms and Conditions including the procedure stated as may be amended by Worldline and/or the Facility Provider from time to time.
- 4.2 The Merchant shall enter into Transactions only in relations to goods sold or services provided by it to the Customer.

- 4.3 The Merchant shall not enter into a third party transaction or dispense cash by processing a Transaction except cash @ POS transaction or other cash dispensing mechanism permitted by Reserve Bank of India and Card Organisation.
- 4.4 The Merchant shall own, and not dispute for any reason whatsoever, Transactions effected via the Equipment installed at its Premises.
- 4.5 The Merchant acknowledges and agrees that the sale of goods and services under the Transaction shall be transactions between the Merchant and the Customer without Worldline and/or the Facility Provider being a party thereto.
- 4.6 The Merchant shall keep Worldline informed of the claims it receives in relation to Transactions or any other matter in connection with this Terms and Conditions providing details as may be required by Worldline or the Facility Providers and shall not dispute, compromise or otherwise deal with the same without the consent in writing of Worldline and acknowledges that Worldline undertakes to provide helpdesk support to the Merchant for settlement of claims if any, however Worldline shall not be under any obligation to provide any assistance to it in connection with any such claim. Worldline with help of the Facility Providers shall provide dispute resolution and other related activities including Chargeback, representment, pre-compliance, compliance, pre-arbitration and arbitration etc. to Merchant
- 4.7 The Merchant shall be charged transaction processing fees, merchant service fees and / or minimum balance charges as per the grid shown in the Merchant Application Form / undertaking given by the Merchant and will form a part of this Terms and Conditions. The said charges will be reviewed and revised with due intimation to the Merchant .
- 4.8 The Merchant shall inform Worldline of any change in its constitution/composition/ownership and commercial activity.
- 4.9 The Merchant shall not swipe his own card or payment Instrument.
- 4.10 The Merchant is not allowed to do any transactions related to purchase, sale etc. of shares or other securities.
- 4.11 The Merchant shall comply with all the applicable regulations, guidelines, policies and processes of the Facility Providers and Card Organisation , as may be amended from time to time,
- 4.12 The Merchant agrees to submit all Customer Orders to Worldline on a regular basis within a period of 1 day from the date of the Customer making a Valid Charge at Merchant stores in a format mutually agreed between the Parties. Without prejudice to the specific provision of Clause 6.9.5 hereinafter appearing, any Customer Orders received by Worldline more than six days (6) days after the charges for such Customer Orders are incurred are subject to recourse. By presentation of the charge slips, credit form, or any other transaction information and documents, the Merchant represents and warrants that :
- a) All statements of fact contained therein, which are within the knowledge of the Merchant, are true and complete.
- b) The Merchant has provided or will arrange to provide, or cause to be provided the point of sale services to which the transaction information relates to for the amount stated therein.
- c) To the best of the knowledge of the Merchant, no other charge slip has been or will be issued or presented in respect of the same transaction.
- d) The Merchant agrees to retain the charge slips and the bills/invoices pertaining to the charge slip for a period 12 months from submission date and make them available to Worldline on request.
- 4.13 To avail the facility of lower MDR, the Merchant confirms that

1. The-Merchant turnover for previous financial year is upto INR 20 lakhs, making the Merchant eligible for lower MDR on debit card transactions as per aforesaid RBI Circular.
2. The Merchant agrees to submit declaration regarding the merchant turnover from time to time to Worldline
3. Merchant agrees that failing to provide proof mentioned in point 2 or crossing throughput above INR 20 lakhs in a financial year in which merchant is associated with Acquiring Business, Worldline has right to levy MDR specific to Other Merchants category (-Merchant with turnover above INR 20 lakh during the previous financial year) without any prior notice to the Merchant . Other Merchant is the term defined in the aforesaid RBI Circular.
4. The Merchant agrees that it is solely responsible for the information provided and Merchant shall be responsible and liable for any financial and legal damage in case of any false declaration of information.
5. If it is found that the declaration proof submitted by the Merchant is false, incorrect, or untrue, then Worldline shall, in its sole discretion, have the option to charge penalty including claiming damages or losses accrued or suffered if any from the Merchant . Merchant agrees that Worldline will be sole authority to finalize the amount to be paid by the merchant. Merchant authorized Worldline will have right to debit any of the Merchant's account held to recover said amount in this point.

4-A: Representation and Warranties of Worldline:

Worldline represent, warrant and declare that:

- (i). it hold the valid and subsisting licenses, permits and consents required under all the applicable laws/regulations for the conduct and operation of its business.
- (ii). it has taken all necessary action to authorise the execution, delivery and consummation of this Terms and Conditions;
- (iii). the execution, delivery and performance of this Terms and Conditions will not constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorisation, Terms and Conditions, undertaking or other obligation by which it is bound; or.

5. PROCEDURE FOR TRANSACTION TO BE FOLLOWED BY THE MERCHANT ESTABLISHMENT

5.1 The Merchant shall, as primary verification of the Card:

- (a) ensure that the Card is a Valid Card;
- (b) identify, in case of photo card, the person desirous of Transaction with the photograph on it;
- (c) ensure that the signature panel strip on the reverse of the Card is normal;
- (d) ensure, in case when the Card is a credit card, that the first four digits of the card number are found printed on the face of the card positioned either above or below the first four embossed numbers. To clarify, in case of a credit card bearing number 4384 5999 1524 2342, the first four numbers reading 4384 should appear printed on the face of the card and positioned above or below the place where the number 4384 appear embossed; and
- (e) Obtain photocopy of the front of the card and photocopy of the passport of the cardholder in-case of the transaction conducted on an international credit/debit card and where the transaction amount exceeds Rs.10,000/- (verify pre-photocopied copy of the passport with the original passport) and to obtain additional identification proof like PAN card / driving license for all domestic transactions exceeding Rs.10,000/-.

- 5.2 The Merchant shall, after completion of the primary verification as above, and when the Equipment provided is an EDC machine / terminal, swipe the Card in the Equipment and enter Transaction details as requested (and also allow the Card Holder to enter the identification number if so required providing the Card Holder sufficient privacy to do so) so as to obtain Authorisation and generate a Chargeslip.
- 5.3 The Merchant shall obtain the Card Holder's signature on the Chargeslip and verify so as to match the same with that on the signature panel strip on the reverse of the Valid Card.
- 5.4 The Merchant shall verify the number embossed or printed on the Valid Card with the Valid Card number appearing on the Chargeslip so as to ensure that both are the same.
- 5.5 The Merchant shall not entertain a Transaction in case of being unsure of any of the foregoing or when in doubt that the person requesting Transaction is not the Card Holder. In such cases the Merchant shall forthwith inform the incidence to Worldline for seeking further instructions.
- 5.6 The Merchant shall provide to the Card Holder the copy of the Chargeslip marked as Card Holder's copy.
- 5.7 Notwithstanding the aforesaid, the Merchant shall obtain additional Authorization for Transactions in excess of floor limits as may be stipulated by Worldline and/or the Facility Providers ,from time to time in writing (as per the directions of RBI) or when the Merchant has reason to believe that the Card may be stolen or counterfeit or invalid or in any other suspicious circumstances.

- 5.8 The Merchant shall, in the event of a Card being shown as stolen/captured/pick up by the Issuer, use all peaceful attempts to retain such Card and shall forthwith intimate about such retention to Worldline and deliver the Card to Worldline at the earliest. In case peaceful attempts by the Merchant to retain the Card fail, the Merchant shall forthwith inform the incidence to Worldline within 2 hours from the time of occurrence of such incidence for seeking further instructions.

5.9 The Merchant will retain with it proof of such delivery of the Product(s) (“**Proof of Fulfillment**”) for a period of at least 12 months from the date of the Customer making the Valid Charge at Merchant’s stores. The Merchant shall furnish or arrange to furnish such Proof of Fulfillment whenever required by Worldline . The Merchant shall secure the Customer Order number unique to that purchase. If Worldline requires the Proof of Fulfillment for any purpose whatsoever, the Merchant shall forward the Proof of Fulfillment, in such manner as may have been previously agreed, within 3 calendar days from the receipt of communication from Worldline about the same or such shorter period as intimated by Worldline . The Merchant, warrants that any proof / intimation of dispatch of such Proof of Fulfillment provided will be authentic, whether electronic or otherwise. Provided that, if Worldline reasonably requires, the physical proof of dispatch of the Proof of Fulfillment of the Product (s) shall be made available in original to Worldline,

5.10 Worldline shall be entitled to modify the mode of payment and the payment procedure mentioned above and shall also be entitled to modify the Payment Mechanism, from time to time, in such manner as it may deem fit. Merchant. If such a modification requires change in any software/hardware, upgradation of software/hardware, change in security or upgradation of security on the Merchant system / process, the Merchant shall, forthwith, make/ get such changes done in a manner acceptable to Worldline .

5.11 The Merchant shall not be entitled to and shall not at any time require the Customers to provide the Merchant with any details of the Customer accounts held by the Customer including, without limitation, passwords, account number, card numbers and PIN which may be assigned to them by Worldline, from time to time, or of details of the Customer credit card numbers or applicable PIN which may be assigned to them from time to time except for such details as may be required for authorization of Charges.

5.12 The Merchant shall bear and be responsible for the payment of all sales, octroi, customs and/or other relevant taxes (including any applicable withholding taxes) due upon the sale of the Products related to the Customer Orders received

5.13 The Merchants which has the full right and/or authority to offer the Products at the Merchant place for sale and that it has and shall observe and comply with all applicable laws and regulations in each jurisdiction in all applicable territories including, without limitation, all applicable licensing, customs, octroi, sales tax, stamp duty, income-taxes and other taxes and censorship regulations and laws.

5.14 The Merchant hereby undertakes and agrees that:

- a. Not to describe itself as an agent, representative, partner or employee of Worldline and the Facility Providers
- b. Not to pledge the credit of t Worldline and Facility Providers; in any way;
- c. Not to make any representations to Customers or any third party or to give any warranties which may require Worldline and Facility Providers to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customers or any third party.

5.15 The Merchant undertakes to ensure that the appropriate notices and disclaimers are provided to the Customer informing the Customer that the Customer is purchasing the Products solely from the Merchant pursuant to a sale and purchase agreement with the Merchant through the Payment Solution provided by Worldline and the Facility Providers. The Merchant shall indemnify and keep indemnified Worldline from and against all damages, costs, liabilities, expenses, losses, legal costs, actions and claims made by any Customer against Worldline and the Facility Providers; as a result of a breach of this provision.

5.16 The Merchant shall ensure that the Products shall, at all times, be marketed and/or distributed as the Products marketed / sold by the Merchants. The Merchants take all necessary steps and/or precautions to ensure that the Products are not mistaken or misrepresented as being associated with; being sold by, marketed by or being offered for sale by Worldline and the Facility Providers ; and Worldline and the Facility Providers shall bear no liability in this regard.

5.17 Without prejudice to the generality of the aforesaid, the Merchant shall have an appropriate privacy statement related to its business, which statement clearly provides that the Merchant shall ensure that the privacy of the Customer is protected and no information given by the Customer shall be utilized in any manner whatsoever which could directly or indirectly result in any harm to the Customer or which would constitute a breach of privacy.

5.18 The Merchant ensure that all operations thereof including the Products marketed by the Merchant are at all times in compliance with applicable law and regulations and in accordance with public policy, including, without limitation, compliance with all applicable licensing regulations, customs, octroi, sales tax, stamp duty, income- taxes and other taxes and other censorship regulations as may be amended from time to time

. In the event of Worldline finding that there is any breach in this regard; Worldline shall assess the effect of such breach. If, in the opinion of Worldline, Worldline is unable to continue with the relationship under this arrangement, Worldline may, forthwith, disapprove such Merchant. In the event of such a breach in the view of Worldline being rectifiable, the Merchants should change the procedures, applications or operations and the Merchant shall comply accordingly within such period as Worldline may stipulate.

5.19 In the event of any display or advertisement of any product or service or the display/ advertisement or distribution / sale of any Product being, in the view of Worldline or any regulatory / statutory / judicial / quasi-judicial authority, contrary to any applicable law, regulation, government policy, order or guideline including all applicable foreign laws, regulations, Worldline shall be entitled to call upon the Merchant to cause removal or get discontinuation of such display, advertisement, distribution or sale, as the case may be. The Merchant shall, on receipt of such a request, forthwith, discontinue with such practice. Provided that, in the event the Merchant satisfies Worldline that the same is not contrary to the aforesaid, it shall not be required to discontinue/get discontinued such practice.

5.20 Other than as expressly provided in this Terms and Conditions, Worldline shall not be responsible for any delivery, after-sales service, payment, invoicing or collection, Customer enquiries (not limited to sales enquiries), technical support maintenance services and/or any other obligations or services relating to or in respect of the Products whatsoever. Such services shall be the sole responsibility of the Merchant and the Merchants bear any and all expenses and/or costs relating thereto without any liability to Worldline.

6. MERCHANT ESTABLISHMENT'S FURTHER COVENANTS

6.1 Equipment and its Operation

The Merchant shall:

- (a) ensure that the Equipment is maintained in good condition and used only in the manner and for the purposes as provided in this Terms and Conditions;
- (b) pay Worldline all expenses that may be incurred by Worldline for the repairs, maintenance and/or replacement of the Equipment which has got damaged as a result of the improper handling by the Merchant;
- (c) bear the costs, charges and expenses for electrical power or telephone lines in connection with the Equipment;
- (d) ensure the availability of a minimum of two of the Merchant's staff trained to operate the Equipment at all times during business hours;
- (e) report promptly to Worldline a fault or suspected fault in the operation of the Equipment;
- (f) provide all reasonable assistance to Worldline for the prevention and detection of fraud in respect of usage of the Equipment;

- (g) keep confidential the information received from Worldline in connection with the Equipment and not disclose it to any person other than its staff member(s) connected with the operation of the Equipment for effecting payments through it;
- (h) not remove the Equipment from the place where they are originally deployed by Worldline
 - (i) Merchant agrees that the Equipment provided to Merchants shall be used exclusively by the customers for the purchase of goods or services for which the -Merchant has been signed up and for no other purpose whatsoever

6.2 Valid Card Acceptance

The Merchant shall:

- (a) honour a Valid Visa/MasterCard/Mastro Card when presented for Transaction;
- (b) not engage in any practices or procedures that discriminates against, or discourages the use of Valid Cards whether in favour of cash or any other competing card brand;
- (c) not levy any service charges on the Card Holder for the use of the Card, subject to the instructions/circulars/advisories issued by Worldline
- (d) not place any minimum limit on the Transaction for the use of Valid Card, subject to the instructions/circulars/advisories issued by Worldline

6.3 Transaction Handling

The Merchant shall:

- (a) enter into Transactions only in Indian Rupees unless otherwise permitted by Worldline in writing;
- (b) collect the day's Transaction paper roll/ sales invoices for accounting purposes;
- (c) preserve copies of Charge slips, Transaction paper rolls and sales invoices for a minimum period of one year and provide the same to Worldline and the Facility Providers within 3 business days from the date of such request for such information and in case of failure to do so, refund the Transaction Amount to Worldline
- (d) provide in such form and manner as may be required by Worldline and the Facility Providers from time to time, information and related documentation in respect of Transactions;
- (e) while presenting any Transaction information, certify to Worldline that (i) all statements of facts contained therein are true and complete in all respects, (ii) Merchant has supplied good(s) or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favorable than the same price and terms at and on which such goods or services are supplied by Merchant for cash, (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods or services are not unlawful or prohibited;
- (f) on Mobile point of sale (M PoS) the Merchant's whose mobile device is not compatible for capturing signatures shall be given manual charge slips and the same shall be used by the Merchant for taking card member's signature at the time of card swipe, further signed chargeslip is required to be kept with Merchant according to Visa/ MasterCard guidelines and shall be mandatory presented to Worldlineas and when is required by respective associations (Visa & MasterCard) for investigation purpose in case of future chargeback retrieval request.

- (g) The Merchant will be solely responsible and accountable for reasonable and prudent care in handling the Equipment, storing the paper rolls and Charge slips;
- (h) It is the sole discretion of Worldline to install or remove the EDC machine/terminal or/and other Equipments from the Premises and on the exercise of discretion by the Worldline , Merchant shall return the EDC machine/terminal or/and other Equipments to Worldline as the case may be;
- (i) In case of the presentation of a Card shown as stolen/captured/pickup card by the Issuer, Merchant will be responsible and accountable to inform Worldline regarding the recovery or pickup of the Card and shall submit the stolen Card to Worldline at the earliest;
- (j) Merchant will be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to [mail order] transactions (Card not present environment) and shall furnish these documentations to Worldline, whenever required by Worldline
- (k) To the best of the knowledge of the Merchant, no other charge slip has been or will be issued or presented in respect of the same transaction.

(l) Authorisation Of Charge:

- a) The Merchant must obtain an authorization from Worldline for any and every charges incurred by the Customer.
- b) Authorization in respect of charges can be obtained by swiping the Valid Card using the POS - MPOS Terminal (online authorization)
- c) If the Merchant accepts charges without prior authorization, Worldline will not be responsible for any such charges or any part thereof and all such charges will be accepted only on a collection basis.
- d) Splitting of charges into two (2) or more charges slips will not be acceptable to Worldline.
- e) Worldline reserves the right to refuse the charges if an Authorization is declined. Any Authorization given by Worldline will be in its absolute discretion and Worldline may further, in such an event, also direct the Merchant to take immediate preventive action.

6.4 Dispute regarding Product

(a) The Merchant hereby confirms that Worldline shall not be responsible for the quality or merchantability of the Products sold to the Customer. Worldline shall also not be responsible for any non-delivery /delay in delivery/ non-fulfillment of the Products or any non-fulfillment of the Products warranties. All risks associated with the delivery / fulfillment of the Product shall be solely that of the Merchants and not Worldline. Provided that any and all disputes regarding quality, merchantability, non-delivery/non-fulfillment and delay in delivery / fulfillment of the Products or otherwise will be dealt with by and between the Merchants and the Customer directly and Worldline and the Facility Providers shall not be made party to any such disputes. The Merchant shall hold Worldline saved and harmless from any such actions or claims that may be initiated against it be reason thereof. The Merchant shall also indemnify and hold indemnified Worldline at all times against all such damages, costs, liabilities, expenses, losses, legal costs, actions and claims.

(b) In the event of a Customer making a purchase by a Valid Card and the Customer or the bank with whom the Customer has taken the card raises any dispute whatsoever, Worldline shall forthwith inform the Merchant of the same and the Merchant shall be obliged, forthwith, to refund all such amounts received without any demur or protest whatsoever. Worldline shall, without prejudice to its other rights, be entitled to debit the payment to be made to Merchant bank account and/or shall also be entitled to set-off the same from any amounts due to the Merchant by Worldline and make a corresponding credit to the Customer's Valid Card. If the dispute raised by the Customer is decided to the satisfaction of Worldline, in favour of the Merchant, such payment shall be forthwith returned to the Merchant without any interest after the monies have been recovered from the Customer. Worldline shall not be liable for any delay in returning the payment to the Merchant and shall be absolved from all liabilities thereon.

(c) In the event of a Customer making a purchase by a Valid Card and requesting Worldline for a refund on any grounds whatsoever, or in the event of the Customer raising any dispute in respect of the Products whatsoever, Worldline shall forthwith inform the Merchant of the same and make a provisional credit in the Customer's Account and the Merchant shall examine, refund all such amounts to Worldline and such refund shall be made in a period of not less than [10] working days. If the Merchant and the Customer are unable to arrive at a satisfactory resolution of the problem within a period of eight (8) working days thereafter, Worldline shall be entitled to make a direct credit to the disputing Customer's Account for the disputed amount by debiting the Merchant's Account. Such a debit to the Merchant's Account and the direct credit to the disputing Customer's Account shall not be disputed by the Merchant in any manner whatsoever. In the event of the Customer and the Merchant arriving at a settlement within the said eight (8) working day period, Worldline shall deal with the said moneys in accordance with the terms of the settlement arrived at. Worldline shall not be liable to any Customer and the Merchant shall indemnify and keep indemnified Worldline against any claims, damages, liabilities, costs, expenses, legal fees suffered by Worldline in this regard.

6.5 Refunds

The Merchant, in the event that Products are not received by a Customer or are rejected pursuant to non compliance by the Merchant or pursuant to any terms of contract between the Merchant and the Customer or are otherwise lawfully rejected or are accepted for return and/or services paid for by the Customer are not performed or are cancelled by the Merchant or the price is lawfully disputed by the Customer or the price adjustment is disputed by the Merchant, shall:

- (a) not make any cash refunds to the Customer;
- (b) make all refunds to the Customer through the Facility Providers and Worldline as per the process communicated by Worldline;
- (c) forthwith make payment of the amounts to be refunded to Worldline for onward credit to the Customer.

In the alternative, Worldline may in its discretion adjust all such amounts from the amount payable by it to Merchant or provide for such other procedure for refund in writing, as Worldline may deem fit from time to time.

6.6 Customer Handling

The Merchant shall:

- (a) deliver to the Card Holder a true and completed copy of the Chargeslip;
- (b) if a Card is left behind by the Card Holder on the Premises:
 - (i) return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence of identification; or
 - (ii) hand it over to Worldline, within 3 (three) working days, in absence of such request and evidence.

6.7 Publicity

The Merchant expressly agrees for the (a) inclusion of the Merchant's name in any directory or promotional material produced in connection with the Cards and to prominently display and maintain Worldline's Promotional Material as supplied by Worldline from time to time and (b) display of VISA, MasterCard, RUPAY and DFS logos on the Premises publicizing the acceptance of VISA, MasterCard, RUPAY and DFS.

6.8 Indemnity

6.8.1. The Merchant hereby agrees to indemnify and hold harmless and keep indemnified each of Worldline and their directors, officers, employees and authorized representatives on demand in respect of any Chargebacks, actions, claims, costs, damages, demands, expenses, losses, penalties, fines, assessments and injuries made against, suffered or incurred by any of them, including reasonable attorney's fees, arising directly or indirectly from or in connection with:

- (a) any Transaction or any other matter relating to this Terms and Conditions;
- (b) failure by the Merchant (or any of Merchant's officers, employee or agent) to comply with the provision of this Terms and Conditions including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of the terms and conditions and covenants of this Terms and Conditions;
- (c) the breach of contract or duty by the Merchant (or any of the Merchant officers, employee or agent) to a Customer or any third party;
- (d) the misuse of the Equipment including unauthorized access, shifting, hacking, cracking etc.;
- (e) any of Merchant's representations and warranties being or becoming false or untrue; and
- (f) any claim from any statutory authority or the Customer or the Facility Providers.
- (g) any claim, interest, penalties, fines, assessments, levies etc from any card organizations/schemes.
- (h) Any claim or proceeding brought against Worldline or the Facility Providers in respect of any services/product or operations of the Merchant
- (i) any act or omission by the Merchant in respect of the sale of /payment for the Products
- (j) Infringement of intellectual property rights of third party by the Merchant

6.8.2. Merchant shall forthwith pay to Worldline any claim, penalties, fines, assessments etc. levied by Card organizations/schemes pertaining to Merchant's activity under this Terms and Conditions.

6.8.3 The Merchant shall fully indemnify and keep indemnified Worldline from all damages, costs, legal fees, charges and expenses, and losses that Worldline may incur as a consequence of any failure whether temporary or permanent of the Payment Solution (as modified from time to time) to the extent such failure results in any wrongful or incorrect payment to the Merchant. The Merchant shall also undertake to make good and reimburse Worldline and/or the Customer for any failure of the Payment Mechanism, to the extent of such failure results in any wrongful or incorrect payment to the Merchant.

6.8.3. Merchant shall be liable to pay the amount required to be so paid by reason of the indemnity agreed to be provided hereinabove to Worldline, as determined by Worldline in its sole discretion under this provision, on demand and Worldline shall be entitled to adjust the amounts so determined to be due from the Merchant against the future payments due from Worldline to the Merchant.

6.8.4. Notwithstanding any other provisions of this Terms and Conditions, in no event shall Worldline be liable to the Merchant for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under this Terms and Conditions

6.8.5. The aforesaid clauses shall survive the termination of this arrangement.

6.9 Confidentiality

6.9.1 Merchant shall not, without the prior written consent of Worldline, and the Customer use or disclose the name of the Customer/Card Holder, card number, expiry date, CVV number including without limitation any other confidential information of the Customer, Transactions or Equipment and/or relating to Worldline and their respective business including legal, financial, technical, commercial, marketing and Transaction/Equipment related records, data, documents, reports, the terms of this Terms and Conditions and the details of the negotiations between the Parties and includes information relating to released or unreleased Disclosing Party's services or products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policy Confidential Information or practices, and information received from others that Disclosing Party is obligated to treat as confidential or in respect of the Payment Solution. ("**Confidential Information**") to a third party unless such disclosure is compelled by applicable law.

The Merchant agrees and undertakes that it shall:

- (a) keep all Confidential Information and other materials passing from Worldline and the Customer to the Merchant confidential and shall not, without the prior written consent of Worldline and the Customer, divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes of carrying out this Terms and Conditions;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to protect against any unauthorised disclosure thereof;
- (c) promptly inform Worldline of any potential or accidental disclosure of the Confidential Information and take all steps, together with Worldline, to retrieve and protect the said Confidential Information;
- (d) ensure that the employees and/or representatives of the Merchant who are given access to the Confidential Information shall at all times be bound by and comply with legally valid and written non-disclosure obligations under their employment contracts; and
- (e) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an .

Confidential Information disclosed to Receiving Party by any parent or agent of Disclosing Party, or by any subsidiary of parent of Disclosing Party, is covered by this Terms and Conditions.

(a) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's (" Receiving Party") breach of any obligation owed to Disclosing Party ("Disclosing Party"); (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party; (v) is required by operation of law, court or regulatory order.

(b) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(c) The party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party" and the party that receives such Confidential Information from the other party shall be referred to as the "Receiving Party".

6.9.2 Restrictions

(a) Except as provided below, Receiving Party shall not disclose any Confidential Information to third parties without the prior consent of the Disclosing Party. However, Receiving Party may disclose Confidential

Information in accordance with judicial or other governmental order. In such an event, Receiving Party shall intimate Disclosing Party about such disclosure.

(b) Receiving Party shall take reasonable security precautions, at least as much as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's employees or consultants on a need-to-know basis and provided they are made aware of the confidentiality obligations under this Terms and Conditions.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such confidential materials from the confidential materials of others in order to prevent commingling.

(d) Receiving Party may not reverse engineer or disassemble any software disclosed to Receiving Party.

6.9.3 Rights and Remedies:

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Terms and Conditions by Receiving Party, and will co-operate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Upon termination or expiry of this Terms and Conditions, or on written request by Disclosing Party; Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the this Terms and Conditions.

6.9.4 Miscellaneous:

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party or any affiliate thereof. By disclosing information to the Receiving Party, Disclosing Party and/or its affiliate(s) do not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information.

(b) If either Party provides pre-release software, product, service as Confidential Information or Confidential Materials under this Terms and Conditions, such pre-release software, product, service is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Receiving Party's use of such pre-release software, product, service etc.

(c) Any software, product, service and documentation provided under this Terms and Conditions is provided with restricted rights and is to be used only for the purposes stipulated for use of the same vide this Terms and Conditions and any other, future, correspondence.

(d) Parties agree that they do not intend nor will they, directly or indirectly, export or re-export (i) any Confidential Information or Confidential Materials, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information.

(e) Terms of confidentiality under this Terms and Conditions shall not be construed to limit either Party's right to independently develop or acquire products without use of other party's Confidential Information.

(f) All obligations created by this Terms and Conditions shall survive change or termination of the parties' business relationship.

The aforesaid clauses shall survive the termination of this arrangement.

6.9.5 Chargeback

Any Transaction entered by the Merchant in any of the following circumstances shall be the final responsibility of Merchant notwithstanding that the Transaction was accepted or paid by Worldline and the Merchant agrees to Worldline charging back of the Transaction without any demur or protest: The payments including but not limited to the following shall be deemed to be un-collectable:

- (a) Transactions which are not in conformity with the provisions of this Terms and Conditions;
- (b) Transactions using a Card being shown as stolen/captured/pickup as a authorization response;
- (c) Transactions beyond the validity date shown on the Card;
- (d) Transactions where the Card is altered or mutilated or the Card face or signature panel strip is not normal;
- (e) Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
- (f) Transactions incurred outside the territory authorised for use of the Card;
- (g) Transactions where the signature of the Card Holder on the Chargeslip is not the same as that on the Card;
- (h) Transactions incurred by forgery of the Card Holder's signature on the Chargeslip;
- (i) Transactions where the Chargeslip is incomplete or illegible as to the name of the Card Holder or other details or does not bear the proper signature of the Card Holder or is otherwise irregular;
- (j) Transactions received by Worldline after 5 days of its date appearing on the Chargeslip;
- (k) Transactions which were previously billed by Merchant directly to the Customer;
- (l) Transactions in excess of the floor limit not separately Authorised;
- (m) any charge for merchandise or service sold or provided to the Customer at a price which is in excess of the advertised price or in excess of the price charged to the general public for the goods or service;
- (n) Transactions for undelivered merchandise or service;
- (o) Transactions which the Customer refuses to pay because the merchandise or service were not as promised or were defective;
- (p) Transactions where the Customer asserts a claim for set-off or counter claim against the Merchant or disputes his liability for any reason whatsoever;
- (q) Transactions where the Transaction is split by the Merchant in more than one Transactions with a view to circumvent the approval parameters of the Issuer;
- (r) Transactions in respect of which a Customer's complaint or request for an adjustment has not been resolved in given time line; and

(s) Transactions which are transacted, recorded or submitted otherwise than in accordance with this Terms and Conditions.

t) Any payments involving the alleged forgery or alleged fraudulent usage of the Customer's Valid Card, or that of the card number, card expiry date, Customer name, transaction amount, etc. of whatsoever nature. In such an event Worldline shall not be required to check the veracity of any alleged fraud and shall be entitled, prima facie, to rely upon the allegation made by the Customer.

u) Any payment which the Customer refuses to honour or demands a refund of because the Product purchased from the Merchant was not as promised or was defective, deficient, incomplete and /or unsatisfactory for any valid reason whatsoever;

v) Any charge/debit which is a Suspect Charge and it is determined after due enquiry and investigation within six (6) months that any Suspect Charge(s) is not a Valid Charge;

w) Any charge/debit, the settlement of which is done more than 7 days after the charge/debit was authorized by Worldline to the Merchant.

x) Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilized by the Merchant from time to time.

y) Any charge processed wherein the Merchant fails to provide Worldline with the Proof of Fulfillment within 3 working days (three) from the date of Worldline's communication to the Merchant requesting the same.

z) Any charges without prior authorization of Worldline as provided therein.

6.9.6 If Worldline is entitled to Chargeback any Transaction or if Worldline is entitled to payment or reimbursement from the Merchant of any amount under this Terms and Conditions, Worldline may at its discretion, give effect to such Chargeback entitlement through any one or more of the following methods:

(a) deduction of the relevant amount or any part thereof from any account whatsoever of Merchant with any Worldline or the Facility Providers without prejudice or limitation to Worldline's right to set-off, transfer and applications of funds in law;

(b) deduction of the relevant amount or any part thereof from any payments to Merchant;

(c) billing Merchant for the relevant bill/ amount or any part thereof and Merchant agreeing to pay the amount of the bill forthwith upon receipt of the same without any demur or protest;

6.9.7 Where the Merchant is a partnership or a proprietary concern and a partner(s)/ the proprietor is in his individual capacity a Card Holder, such partner/ proprietor shall not use his Card for the purchase of goods from the Merchant and thereby seek to utilise the payment received from Worldline against such purchases. Such Transaction shall not constitute valid charges and Worldline shall not be liable for payment of such Transaction.

6.9.8 Worldline, on reasonable ground and its sole and exclusive opinion can suspend the payment to the Merchant in the event of potential chargeback, fraud and other financial losses arising from the transactions processed by the Merchant and same will be intimated to the Merchant.

7 WORLDLINE'S COVENANTS AND RIGHTS

- 7.1 Based on the Representations, Warranties, Indemnities and Covenants made herein by Merchant, Worldline hereby permits the Merchant to enter into Transactions through a Valid Card or other permitted mode using the Equipment in terms of the procedures stated hereinabove and pay to Merchant the amount of such Transactions subject to other terms and conditions of this Terms and Conditions.
- 7.2 Worldline reserves the right to amend this Terms and Conditions (or any procedures thereunder) in writing from time to time at its sole discretion.
- 7.3 Worldline shall, towards Authorised Transactions complete in all respects, pay to the Merchant by crediting the bank account of the Merchant, the amount of Transactions net of (i) the Merchant Commission and taxes as applicable, computed at the rate as stated in the Merchant Application Form of the Transaction Amount and (ii) any other amounts due by the Merchant to Worldline.

Payment of such charges to Merchant is not to be construed or deemed to mean that the charges involved are Valid Charges. Where Worldline has reason to believe that any charges have been fraudulently incurred or charged either on a Valid Card or a counterfeit card or where Worldline has reason to investigate or cause to be investigated any charges, Worldline shall be entitled to withhold payment pertaining to such Suspect Charge (s) till the time charges slip and other proof (s) pertaining to such charges has been provided by the Merchant to Worldline.

All transaction needs to be settled not later than 3 calendar days from the date of transaction else an additional charge of 50 basis points over and above the agreed merchant discount rate shall be levied and recoverable by Worldline from the Merchant. All transactions settled beyond 3 calendar days from the date of the transaction may consequent to a late presentment charge back for which Worldline does not have a representment right and the amount will be recovered permanently.

- (a) Subject to the terms of this Terms and Conditions, Worldline shall pay the Merchant Settlement Amount for each transaction processed by the Merchant pursuant to this Terms and Conditions. In the event the transactions are not settled by the Merchant within 30 calendar days from the date of the transactions, Worldline shall mark 'hold' on the fund in the Merchant's account for a period of 180 days from the date of settlement. For avoidance of doubts, Worldline shall not be liable to pay any interest on the marking of 'hold' on funds as aforesaid, and the provisions of charge-back shall be applicable against such funds as per this Terms and Conditions.

- 7.4 No amount on a Transaction shall be payable by Worldline to the Merchant unless Worldline has received a receipt of that Transaction i.e.:

- (a) in case of Transactions via EDC machine / terminals, the Merchant has used "settlement function" on the EDC machine / terminals and follows such further procedure as may be stipulated by Worldline from time to time;
- (b) in case of manually processed Transactions, the Merchant has made a physical presentment of Worldline's copy of Chargeslip to Worldline at the designated branch of Worldline .

- 7.5 Worldline shall endeavor to make payments of amounts when due to the Merchant on Transactions within seven business days after receipt of the Transactions by Worldline, unless this Terms and Conditions is under termination notice period in which case Worldline shall endeavor to make such payments only when it has successfully collected the amount from the Issuer(s) within one hundred eighty business days after receipt of the Transactions by Worldline.

- 7.6 Worldline shall be entitled, in case when any refund claimed by Worldline exceeds the amount due to Merchant, to debit the amount by which the refund exceeds the amount payable to the Merchant to the account of the Merchant and to recover it from the Merchant.

- 7.7 Payment by Worldline shall be without prejudice to any claims or rights which Worldline may have against the Merchant and shall not constitute any admission by Worldline as to the performance by the Merchant of its obligations under this Terms and Conditions and the amount payable to the Merchant.
- 7.8 Worldline in addition to other remedies available under this Terms and Conditions and court of laws, shall be entitled to set-off and deduct from the amounts payable to Merchant / amount lying in Merchant account with:
- (a) the amount of refund due to any Customer in accordance with the procedure for refund set out under this Terms and Conditions;
 - (b) overpayment made by Worldline or the Facility Providers due to errors or otherwise; and
 - (c) any other sum due from or payable by the Merchant to Worldline including without limitation on any Chargebacks herein.
 - (d) Any taxes or claims required to be paid under law or in terms of the directions of any regulatory or legal authority
 - (e) The cost of Equipment if upon the termination or any other circumstances, Merchant fails to return the Equipment to Worldline or loss or damage caused to Equipment .

7.9 Notwithstanding anything contained herein, Worldline shall not be obliged to process any request for charge on a Valid Card which is incomplete or incorrect in any respect. Where Worldline has reason to believe that any charges / debits have been fraudulently incurred or (hereinafter referred to as a “**Suspect Charge**”), Worldline shall be, at all times, entitled to withhold or reverse such Authorization, pending enquiries . Upon accepting a charge as a Valid Charge, Worldline shall confirm to the Merchant the Authorization number of the transfer instruction of the Customer. The -Merchants shall display the status of authorization information to the Customer.

- 7.10 Worldline shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to the Merchant or if payment has been made to the Merchant, to debit the Merchant’s account or to seek immediate reimbursement from the Merchant towards the amounts paid, notwithstanding any Authorization given by Worldline to the Merchant if:
- (a) any Transaction entered into by Merchant is reported as fraudulent, unlawful or unenforceable;
 - (b) information provided by the Merchant to Worldline in respect of the Transaction is not received in accordance with Worldline’s requirements;
 - (c) a Chargeslip is generated outside the Premises;
 - (d) the price charged for goods or services to the Customer is in excess of the advertised price;
 - (e) the goods and/ or services covered under a Transaction are rejected or returned or the Transaction or part thereof, is validly cancelled or terminated by Customers and if the Merchant fails to provide all or part of goods or services to the Customer’s satisfaction, to the Customer;
 - (f) the Customer disputes the nature, quality or quantity of the goods and/or services covered by the Transaction;
 - (g) the Customer disputes or denies the Transaction or the sale or delivery of goods or provision of services covered by the Transaction with reasons thereafter;

- (h) the Transaction appears more than once to Customer's account;
- (i) the Transaction is doubtful or erroneously paid to the Merchant; and
- (j) any other event or circumstance which Worldline shall from time to time notify to the Merchant in writing shall have occurred.
- (k) Any payments involving the alleged forgery or alleged fraudulent usage of the Customer's Valid Card, or that of the card number, card expiry date, Customer name, transaction amount, etc. of whatsoever nature. In such an event Worldline shall not be required to check the veracity of any alleged fraud and shall be entitled, prima facie, to rely upon the allegation made by the Customer
- (l) Any payment which the Customer refuses to honour or demands a refund of because the Product purchased from the Merchant was not as promised or was defective, deficient, incomplete and /or unsatisfactory for any valid reason whatsoever;
- (m) Any charge/debit which is a Suspect Charge and it is determined after due enquiry and investigation within six (6) months that any Suspect Charge(s) is not a Valid Charge;
- (n) Any charge/debit, the settlement of which is done more than 7 days after the charge/debit was authorized by Worldline to the Merchant
- (o) Any charge/debit for unfulfilled / un-delivered Products
- (p) Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilized by the Merchant from time to time.
- (q) Any charge processed wherein the Merchant fails to provide Worldline with the Proof of Fulfillment within 3 working days from the date of Worldline's communication to the Merchant requesting the same.
- (r) Any charge that was previously billed for the correct & full amount.
- (s) Any charges without prior authorization of Worldline as provided therein.
- (t) Any charges with respect to which the Merchant has not resolved a Customer complaint /dispute in the given timelines.

7.11 The Merchant agrees that Worldline may at any time without notice to the Merchant combine or consolidate all or any of the Merchant's accounts with and liabilities to Worldline and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Merchant's liabilities to Worldline of any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

8. Integrity of Links:

a. The Merchant shall take all precautions, as is prudent under such circumstances or as may be directed by Worldline and the Facility Providers, to ensure that there is no breach of security on the Merchant systems/store and that the integrity of the link between the Merchant and the Payment Mechanism is maintained at all times and as per the applicable laws and the provisions of this Terms and Conditions. The Merchant shall ensure that all Customers, upon accessing either of the abovementioned links, are properly and safely directed to the Payment Mechanism.

Without prejudice to the generality of the aforesaid, the Merchant shall routinely and at such time intervals as may be specified by Worldline and the Facility Providers check the integrity and safety of the link between Merchant and Payment Mechanism and provide such reports as may be required to Worldline from time to time. The Merchant shall also maintain records of such periodical checks in such manner as may be specified by Worldline. Notwithstanding the aforesaid, in the event of any loss being caused as a result of r of the links being breached or as a consequence of the link being improper or being in violation of the provisions of this Terms and Conditions or applicable law, the loss shall be to the account of the Merchant and the Merchant shall indemnify and keep indemnified Worldline and the Facility Providers from any damages, costs, liabilities, claims, expenses, legal costs, actions and losses incurred by Worldline and the Facility Providers in this regard.

9 NO WARRANTY:

9.1 Worldline's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to or loss of use and/or access to the Payment Mechanism shall be to use all reasonable endeavors to restore the services and/or access to the Payment Mechanism as soon as reasonably possible. However, Worldline may also endeavor, if possible, to provide stand-in processing / off-line processing capabilities, on specific request from the Merchant.

9.2 Without prejudice to any other provision of this Terms and Conditions, while Worldline, and the Facility Providers shall use its best endeavors to ensure that the Payment Mechanism is provided uninterrupted, free from errors and free of virus, Worldline does not warrant that :-

a. The Payment Mechanism will be provided uninterrupted or free from errors or that any identified defect will be corrected; or

b. the Payment Mechanism is free from any virus or other malicious, destructive or corrupting code, program or macro; or

c. there will be no breakdown or technical flaw in the Payment Mechanism; or

d. the Payment Mechanism shall provide any function not set out or described in any associated documentation provided by the Service Provide and the Facility Providers and Worldline .

9.3 Worldline and the Facility Providers makes no express or implied warranty with respect to the Payment Mechanism, including without limitation any warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose.

9.4 Whilst Worldline and the Facility Providers shall use its best endeavors to ensure that there is no breakdown/ interruption or any technical flaw in the Payment Mechanism, the Merchant shall not hold Worldline, and the Facility Providers responsible for any breakdown / interruption or any technical flaw in the Payment Mechanism and/or any consequent delay or failure in completion of payment instructions as a consequence thereof.

9.5 The Merchant would be responsible for all financial losses owing to any chargebacks and fraudulent transactions regardless of the reasons as well as any financial liability such as fees/ penalties imposed on Worldline, and the Facility Providers by Card Associations/regulatory bodies

10 SECURITY

10.1 Worldline and the Facility Providers shall be entitled to provide the Payment Mechanism with such security as may deem fit. Worldline and the Facility Providers does not guarantee, but would reasonably endeavor, that the Payment Solution will, at all times, be equipped with adequate security measures. Worldline and the Facility Providers does not, by virtue of this provision, make any express or implied warranty with respect to the security measures that it may employ from time to time, or other procedures, services, including, without limitation, any warranties on merchantability, satisfactory quality and/or fitness for a particular purpose.

10.2 Worldline and the Facility Providers shall be entitled to rely upon by all electronic communications, orders or messages to Worldline and the Facility Providers through the Payment Solution. Provided that if Worldline and the Facility Providers were to employ any security measures, Worldline and the Facility Providers shall not

be bound by or obliged to act on any electronic communications, orders or messages received on-line from the Merchant or the Customer which do not properly utilize Worldline and the Facility Providers's security measures as may be applicable from time to time.

10.3 Worldline and the Facility Providers shall not be liable in contract, tort or otherwise for any indirect or consequential loss or damage sustained by the Merchant by any indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and Worldline and the Facility Providers specifically excluded the same to the fullest extent permitted by law even if Worldline and the Facility Providers shall have been advised in advance of the possibility of such damages.

11 MAINTENANCE OF PAYMENT MECHANISM

Worldline and/or the Facility Providers at its discretion upgrade, modify, alter or perform maintenance services on the Payment Mechanism (hereinafter collectively referred to as "Maintenance Services"). During the performance of such Maintenance Services, Worldline, and the Facility Providers shall reasonably use its best endeavours to ensure that the Payment Mechanism continues to be operational and available during such Maintenance Services and in the event the payment Mechanism is not operational, it shall endeavor to ensure that the same is available for utilization as soon as my be possible..

Worldline, and the Facility Providers shall not be liable for any losses, damages and/or expenses incurred by the Customer, the Merchant in respect of any loss of access and/or use or interruption or any delay in the use of the Payment Mechanism / Payment Solution due to the Maintenance Services or otherwise.

12 MODIFICATIONS TO THE SERVICES:

12.1 Worldline and the Facility Providers reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Payment Solution including, without limitation, the development of updates, patches, upgrades and/or the procurement of new releases of any software.

12.2 Worldline shall be entitled to use hardware, software and/or such other equipment as it deems necessary or appropriate for the provision of the Payment Mechanism and the Merchant agrees to comply with the directions and/or instructions issued by Worldline in respect of the use of such hardware, software and/or equipment. Merchant also agrees to suitably modify/upgrade its systems to comply with the standards of the Payment Mechanisms (then in force) and the standards applicable to the various services provided by Worldline.

13. LIMITATION OF LIABILITY:

13.1 Without prejudice to any other provisions of this Terms and Conditions, Worldline shall not be liable to Merchants and other parties engaged by it, for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Terms and Conditions and arrangement, including without limitation any :-

i. loss of data contained in the Merchant and/or Merchant's Server arising directly or indirectly by reason of use of any of the Services. It is however clarified that the loss of data would not affect the payment of dues by Worldline to the Merchant in accordance with the other provisions of this Terms and Conditions and arrangement ;

ii. interruption or stoppage to the Customer's access to and/or use of the Payment Mechanism arising out of the performance of the services or otherwise, provided that Worldline acted in good faith and with reasonable diligence.

13.2 Notwithstanding the generality of Clause 10.1 above, Worldline expressly excludes liability for indirect or consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of:

- a. the services to the Merchants;
- b. the Payment Mechanism; and/or
- c. the use or implementation of (a) and/or (b) above or otherwise.

13.3 Notwithstanding anything contained in this Terms and Conditions and arrangement, Worldline shall not be liable to the Merchant in any event for any damages in excess of Rs. 1000/- (One Thousand only).

14. RIGHT TO AUDIT

a. Worldline reserve rights for auditing the Merchant as per the scope of Terms and Conditions. The audit can be taken up by Worldline or by another independent auditor appointed by Worldline. Worldline reserve the right to impose penalties in case if non-compliances are not mitigated in the stipulated timelines. These timelines shall be communicated by Worldline at the time of audit. In case of persistent non-compliances, Worldline reserve the right to terminate the Terms and Conditions.

b. Independent reviews and assessments shall be performed at least annually, or at planned intervals, to ensure that the Merchant is compliant with policies, procedures, standards and applicable regulatory requirements (i.e., internal/external audits, certifications, vulnerability and penetration testing)

c. Worldline reserves right to monitor activities of the Merchant as per this Terms and Conditions. The Merchant is required to furnish the relevant reports and logs to facilitate the monitoring and reporting of activities carried out.

d. The Merchant shall take all necessary measures to mitigate the risk(s) involved with non-compliance areas observed during such audit

e. The Merchant may be asked to submit documentation regarding the resolution of audit disclosed deficiencies and inspection of their processing facilities and operating practices.

f. Worldline may share copy of this Terms and Conditions ,KYC, reports and other documents regarding Merchant as and when demanded by the Facility Providers.

15. TERMINATION

15.1 This arrangement may be terminated by Worldline without assigning any reason whatsoever by giving to the Merchant a notice in writing of a minimum thirty days prior to the date proposed for termination. The Merchant shall not have any right to terminate this arrangement.

15.2 This arrangement may be terminated by Worldline forthwith by serving on the Merchant a notice of termination, without there being a necessity to give a prior notice thereof to the Merchant as contemplated in the preceding clause upon happening any of the following:

- (i) if any of the Merchant's Representations and Warranties herein contained are found to be incorrect or untrue;
- (ii) if the Merchant breaches any of the terms and conditions or procedures contained herein;
- (iii) if the Merchant becomes bankrupt or insolvent or likely to be so in the sole discretion of Worldline;
- (iv) if the Merchant is, in the sole discretion of Worldline, involved in or has facilitated any suspicious transaction or fraud;
- (v) if there are no e no transactions using the Equipment for a continuous period of 300 days.
- (vi) If Facility Provider does not approve the Merchant

15.3 This arrangement under this Terms and Conditions is subject to applicable law and regulations and would be modified/discontinued based on the prevailing law/regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said arrangement till such time the terms are modified by the Parties as per the prevailing/amended law at that point of time. In the event, that the arrangement cannot be continued without total compliance of the prevailing law at any point of time, this Terms and Conditions shall be deemed to be terminated forthwith from the date when the amended law restricting/prohibiting the arrangement comes into force.

16 CONSEQUENCES OF TERMINATION:

Upon the termination of this Terms and Conditions for any reason:-

16.1 Both Parties shall undertake to settle all outstanding charges within 30 days of the termination taking effect;

16.2 The Merchant shall have no claim against Worldline for compensation for loss of profits, loss of goodwill or any similar loss. Provided that transactions authorized prior to such termination shall continue to be subject to chargebacks (Clause 6.9.5) under this Terms and Conditions.

16.3 All materials, documentation, instruction manuals, guidelines, letters and writings and other materials issued by the Parties from time to time in respect of this Terms and Conditions, whether in respect of the utilization of the Payment Solution or otherwise shall be returned by each of the Parties to the other.

16.4 All risks and responsibilities on chargebacks under provisions of Clause 6.9.5 shall continue for a period of six months post termination.

16.5 the Merchant shall disclose all completed Transactions to Worldline.

16.6 the Merchant shall forthwith, and at his own expense, return to Worldline, the Equipment in good working condition and all related documentation as may be required by Worldline.

16.7 Termination shall not affect any liabilities incurred prior to it nor any provision expressed to survive or be effective on termination and the same shall continue to remain in full force and effect notwithstanding termination.

16.8 Worldline may in its discretion suspend the authority of the Merchant to enter into a Transaction after service of notice of termination .

17 PERIOD OF TERMS AND CONDITIONS

This Terms and Conditions shall continue to remain in force until and unless otherwise terminated pursuant to the provisions of this Terms and Conditions.

18 WAIVER

Not exercising or delay in exercising any power or remedy accruing or available to Worldline hereunder or any other documents pursuant hereto shall not impair or prejudice any such right, power or recourse and shall not be constructed to be a waiver thereof or any acquiescence therein by Worldline.

19 SEVERABILITY

If a provision of this Terms and Conditions is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

20 JURISDICTION

All disputes and differences relating to this Terms and Conditions, Transactions hereunder and any other matters related hereto or as to the interpretation or enforcement of this Terms and Conditions shall be subjected to the exclusive jurisdiction of the courts/forums/tribunals in Mumbai .

21 FORCE MAJEURE

If at any time during the term of this Terms and Conditions the performance in whole or in part of Party's obligation under this Terms and Conditions is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to sabotage, fire, storm, flood, earthquake, explosion, accident act of god, , military operation, war rebellion, riot wreck, pandemic, epidemic- embargo, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devise, computer crashes, breach of security and encryption, unavailability of any communication system, breach, interruption or breakdown or virus in the processes or Payment Mechanism, Payment Solution , any other electronic malfunctioning, or any laws, regulations or other Governmental actions, neither Party shall be entitled to terminate this Terms and Conditions nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance, and shall entitled to resume as soon as practicable after any such event has come to an end or ceased to exist, provided that if the performance in whole or part of any obligations under this Terms and Conditions is prevented or delayed by reason of any such event for a period exceeding ninety (90) days, the Parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the Parties cannot with reasonable diligence be expected to continue performance, either Party may at its option elect to terminate this Terms and Conditions or such part thereof as can be served therefore without affecting the performance of the remaining portion.

22 PUBLICITY

Merchant shall not use the name and/or trademark/logo of Worldline /and/or the Facility Providers in any states or marketing publication or advertisements or in any other manner without prior written consent of Worldlines and the Facility Providers.

23 GENERAL

- (i) The Merchant shall not, and Worldline shall be entitled to, transfer or assign its rights or obligations under this Terms and Conditions.
- (ii) Any request, approval, demand, waiver or other notice hereunder shall be in writing and deemed to be given on the date on which it is delivered in hand, received via registered mail and addressed to the respective addresses of Parties unless such addresses are changed by written notice to the other.
- (iii) This Terms and Conditions including Merchant Application Form contains the entire agreement between the Parties ..
- (iv) The headings of the articles and other sub-divisions of this Terms and Conditions are for convenience of reference only and bear no effect on the interpretation of this Terms and Conditions.
- (v) Worldline reserves the right at all times to amend the terms and conditions hereof in writing which will become effective upon such amendment.
- (vi) All costs (including cost between the Advocate and client), charges, expenses, taxes, duties in relation to this Terms and Conditions and any document executed pursuant hereto and in relation to the enforcement of this Terms and Conditions shall be borne and paid by the Merchant alone.
- (vii) In this Terms and Conditions, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular numbers shall include the plural and vice versa.