

General Terms and Conditions

General Terms and Conditions (“Agreement”)

INTRODUCTION:

These Terms and Conditions (“**Terms**”) constitute a legal agreement between You and Worldline ePayments India Private Limited (“**WEIPL**” or “**us**”, or “**we**” or “**our**”). The Terms, constituted of General Terms and Conditions, govern Your access to and use of WEIPL services, including payments, technology, software, analytics or any other services, tools or products offered or made available by WEIPL and/or its Affiliates, and/or their Facility Providers, (“**Services**”). The Services may be offered or made available to You via our website, mobile applications, software, APIs, social media, or other access channels (“**Platform**”). “**You**”, “**Yours**”, “**Yourself**” or “**Merchant**” means a non-registered individual or corporate body, who register for, use, or access the Platform or Services. The Services provided by WEIPL through the Platform are available and are appropriate only for use in India.

WEIPL 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 WEIPL Services following such a change, this is deemed as consent by you to the so amended Terms and Conditions and shall be effective from date of modification. As long as you comply with this Terms and Conditions, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the WEIPL Services.

The use of the WEIPL Services and provided herein through, is offered to you conditioned on your ‘acceptance’ of all the terms, conditions and policies contained in this General Terms and Conditions. Upon "acceptance", this General Terms and Conditions shall be effective and binding upon you along with any amendments made by WEIPL at its sole discretion and you shall not claim invalidity of this General Terms and Conditions merely on the grounds that this General 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 'Next button' as provided on the registration page or any act which reflects your use of the WEIPL Services and WEIPL Platform or the services provided by WEIPL or any such other actions that implies your acceptance.

By accessing, browsing or in any way transacting on WEIPL Platform, or availing any Services on the Platform as provided by WEIPL and Third-Party Service Provider, you signify Your agreement to be bound by this General Terms and Conditions.

Your use of the WEIPL Services and WEIPL Platform implies that you agree with the terms of the General Terms and Conditions in entirety. If you do not agree or are not willing to be bound by this General Terms and Conditions as displayed on website and WEIPL Platform, please do not click on the "check box" and/or on the "Next" button and/or any other action and do not seek to obtain access to or otherwise use the WEIPL Services and WEIPL Platform.

WEIPL shall be deemed to have accepted this General Terms and Conditions and the General 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 WEIPL and a verification of the contract being sent by WEIPL to you as more specifically stated below.

The General Terms and Conditions shall be deemed to have been received, accepted and formed at WEIPL registered office, at Raiaskaran Tech Park, 2nd floor of Tower I, Phase II Sakinaka, M.V. Road, Andheri (East), Mumbai City, Mumbai, Maharashtra, India, 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 and Conditions for access or usage of WEIPL Services and WEIPL Platform.

WEIPL and Merchant individually referred as “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

1. WEIPL is, inter alia, engaged in the business of Payment Aggregator facilitating eCommerce sites and merchants to accept various payment instruments from customers for completion of their payment obligations, to facilitate merchants to connect with acquirers and other payment partners, to receive payment from the customers of the merchant and to facilitate and support all forms of payment aggregation as permitted by the relevant circulars/directions/guidelines of the RBI as issued and updated from time to time and to facilitate online purchases and collection of payments by the Merchant through payment methods of Payment Option Providers like net banking, credit, debit cards, wallets, any such authorised payment option (“**WEIPL Services**”) from its customers;
2. WEIPL has entered into agreements with various banks and financial institutions including prepaid/cash card providers (hereinafter referred to as the “**Acquiring Banks**”) to offer various facilities through the internet, including Net Banking facilities and providing authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Customers on certain Websites using Valid Cards or Online Banking Accounts. These facilities will be hereinafter referred to as the “**Net Banking Facilities**” and/or “**Acquiring Bank’s services**”.
3. WEIPL has also established a website to enable various suppliers/providers of goods and services to link up with various payment gateways of the Acquiring Banks so as to enable the customers of such suppliers to pay for such products and/or services offered by them through the Internet.
4. WEIPL has agreed to provide, and the Merchant has agreed to obtain the services from WEIPL, whereby WEIPL shall create linkage with the Website (as defined hereinbelow) to enable online payments on the Website by the customers of the Merchant and the Parties are desirous of executing this Agreement to record the terms and conditions of the services as under:

IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

(Bold / capitalized terms used in this Agreement shall have, if not repugnant to the context, the meaning as provided in this Definitions section):

- a) **“Charge back”** means approved and settled card or net banking purchase transactions which are at any time refused, debited or charged back to Merchant account (shall also include similar debits to WEIPL accounts, if any) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- b) **“Customer”** means any person holding a Valid Credit Card/Debit Card/Net Banking Account/Cash Cards or any other payment mode to be specified and who desires to purchase Products or avail Services from the Website of the Merchant and makes or intends to make a payment for the same over the Internet using **Net Banking Facilities** and/or **Acquiring Bank’s services**.
- c) **“Customer Account”** shall mean a bank account or credit/ prepaid/ cash card account of the Customer with the Acquiring Bank.
- d) **“Customer Charge”** means the sale price of the Products or Services purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Products or Services that are to be paid by the Customer with respect to the Products or Services.
- e) **“Delivery”** means, in respect of a Product, delivery of the Product by a reputed courier /parcel service appointed by the Merchant, to the Customer at the address specified by the Customer in this behalf, or in respect of a Service, delivery or performance of the Service within Delivery Due Date.
- f) **“Delivery Due Date”** means the date/period displayed by the Merchant on its Website or otherwise notified to the Customer on or before which the Merchant shall deliver the Products or Services to the Customers.
- g) **“Dispatch Proof”** shall mean, in respect of a Product, proof to the satisfaction of WEIPL, that the Product has been dispatched to the address specified by the Customer and in respect of a Service, delivery/performance of the Service, within Delivery Due Date.
- h) **“Facility Providers”** means various Banks, Escrow Bank, Financial Institutions and various software providers who are in the business of providing information technology services, including but not limited to, Internet based electronic commerce, Internet payment gateway and electronic software distribution services and who have an arrangement with WEIPL to enable use of Internet Payment Gateways developed by them to route internet based credit/charge/debit/prepaid/cash card transactions.
- i) **“Escrow Account”** means an account held by WEIPL with any of the banks for the purpose of pooling the monies collected from all the Merchants and facilitating the subsequent payouts to the Merchant, pursuant to RBI notification CO. DPSS.POLC.No. S33/02-14-008/2020-2021, dated 31/03/2021. The Escrow Bank account shall not be operated by WEIPL, and the

payments will be strictly distributed to the Merchant from this Escrow Account operated by the Escrow Bank.

- j) **“Payment Mechanism”** means the payment mechanism through the Internet utilizing the Net Banking Facilities of various Acquiring banks, card payment systems and through such other modes and mechanisms of payment and delivery as may be notified by the WEIPL from time to time.
- k) **“Paynimo”** means a payment service mechanism developed and owned by WEIPL through which WEIPL delivers its payment services.
- l) **“Product”** means a tangible product that is manufactured or distributed by the Merchant, and that is purchased by the Customer on the Website, the payment for which is to be made through the Customer’s Valid Card/ Bank Account.
- m) **“Transaction Discount Rate”** means the rates as specified in **Annexure A**.
- n) **“Services”** means any service that the Merchant offers to provide, the payment for which can be made on the Website using a Valid Card/Bank Account.
- o) **“Transaction”** means every order or request placed by the Customer on the Website for buying any Products or Services from the Merchant.
- p) **“Valid Card”** means a credit/debit/cash/pre-paid card, or any other card acceptance facility provided by the Facility Providers or the Acquiring Banks and which is not listed in the current warning bulletins of card acceptance facility providers such as Visa or Master.
- q) **“WEIPL Site”** shall mean the web site for the Payment Gateway provided by WEIPL.
- r) **“Website”** shall mean the website with the domain name as specified in hereto and which is established by the Merchant for the purposes of enabling its Customers to carry out Transactions for purchase of Products and Services offered by the Merchant.
- s) **“Security Deposit”** shall mean the interest free, refundable and replenishable security deposit provided by the Merchant to WEIPL in terms of Section 2.5 hereto.

2. SCOPE OF THE AGREEMENT

- 2.1 Both the Parties shall work together for linking the software application (**“Software Application”**) of WEIPL with Merchant's software platform, hereto for the purpose of providing services to the Customers as stated in Section 2.3 below. The Merchant agrees to be responsible for its own costs and for providing and maintaining all necessary equipment’s and facilities at its end so as to connect its software platform to the Software Application of WEIPL. Each Party shall co-operate with the other Party and render assistance to it for connecting the respective software systems of the Parties.
- 2.2 For security during transmission of data in the course of providing services to the Customers, both Parties shall mutually work upon developing and implementing various mechanisms. WEIPL may at any time request/advise the Merchant to install or add new security features.
- 2.3 WEIPL will act as an integrator, being the link between Acquiring Banks and the Merchant for enabling the Customers, which/who are common Customers of one or more Acquiring Banks and the Merchant, to make payment on the Website for the Transactions carried, using Net Banking Facilities and/or Acquiring Bank’s services. The Acquiring Bank would process and accept the payment instructions given by the Customers on the Website in respect of the Transactions upon fulfilling valid criteria as set forth by the Acquiring Banks from time to time and accordingly

transfer such approved funds from the Customer Account to WEIPL' Escrow Account and WEIPL shall further instruct the Escrow Bank to transfer this amount to the Merchant.

- 2.4 Transactions placed on the Website shall be authenticated by the Merchant only upon receiving a confirmation from WEIPL. Merchant acknowledges that WEIPL shall give confirmations only upon receiving intimation on such Transaction from the Acquiring Bank. Merchant shall authenticate only those Transactions which have been authorised by the Acquiring Banks.
- 2.5 At the time of execution of this Agreement, the Merchant shall keep with WEIPL such amount of interest free Security Deposit as is specified in **Annexure A**. The Security Deposit shall be refundable upon termination of the Agreement, provided that there is no outstanding amount payable by the Merchant to WEIPL or the Facility providers or the Acquiring Bank. In case there is any such outstanding amount, WEIPL may set-off the same from the Security Deposit and refund the balance. The Merchant agrees to replenish the Security deposit by such amounts as may be requested by WEIPL from time to time. WEIPL may use this Security Deposit to set-off losses or costs or damages or Charge back suffered or incurred by the Customers, WEIPL, the Facility Providers or the Acquiring Banks, inter alia, due to fraud, misconduct, negligence or deficiency of service of the Merchant, Charge back from time to time or for any other reason attributable to the Merchant. Without prejudice to any rights and remedies available to WEIPL, in the event that the Merchant does not replenish the Security Deposit Amount or make any payment to WEIPL or on demand as required under this Agreement, WEIPL shall be entitled to deduct the same from amounts payable to the Merchant in terms of Section 4 of this Agreement in respect of a customer charge for losses suffered by the Customers, WEIPL, the Facility Providers or the Acquiring Banks, inter alia, due to fraud, misconduct, negligence or deficiency of service of the Merchant, also any kind of outstanding fees payable by the Merchant to WEIPL and if such amounts are not sufficient then WEIPL shall be entitled to charge daily interest on such overdue amount from the date of demand until the date of payment in full, at the rate of 1.5% per month. Provided that the above right of WEIPL to appropriate the Security Deposit of the Merchant in the above manner shall be in addition to and reserving fully the right of WEIPL to recover all such losses, costs and damages from Merchant by any other means, which may be available to WEIPL in law.
- 2.6 In consideration of the services provided by WEIPL, the Merchant agrees to pay to WEIPL, Transaction Discount Rate / Transaction Charges as detailed in **Annexure A** which shall be deducted by WEIPL from the amount payable to the Merchant in respect of a Customer Charge. The Merchant shall also pay to WEIPL, a non-refundable, (i) one time set up fee and (ii) Annual Maintenance Fee payable in advance every year as detailed in **Annexure A**.

3. TERM AND TERMINATION

- 3.1 This Agreement shall become effective on the Effective Date mentioned above and shall remain in full force until either party terminates this Agreement by giving 30 days prior written notice or until terminated under other provisions of this Agreement.
- 3.2 Either Party may terminate this Agreement forthwith in the event:
- 3.2.1 Either Party fails to perform its obligations hereunder or is in breach of any terms and conditions of this Agreement and such breach or non-performance is not rectified within 30 days of notice highlighting such breach or non-performance,
 - 3.2.2 Either Party discovers at any stage that the other is in violation of any law or regulation,
 - 3.2.3 Either Party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for it or for a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 days,
 - 3.2.4 If either Party goes into liquidation either voluntarily or compulsorily, or
 - 3.2.5 If at any time either Party is prohibited by any regulatory or statutory restriction from continuing to provide services under this Agreement.
- 3.3 The Merchant fully undertakes and hereby agrees and confirms that in the event of termination by either Party, WEIPL shall be entitled to withhold for a period of 13 months from the date of the notice of termination, the Security Deposit and up to 40% of amounts payable to the Merchant in respect of Customer Charge arising after the date of such notice for appropriation towards amounts to be recovered from the Merchant. In the event WEIPL terminates this Agreement in terms of Section 3.2 above, WEIPL shall be entitled to withhold for a period of 13 months from the date of such breach or non-performance 100 % of amounts payable to the Merchant in respect of Customer Charge arising before or after the date of such breach or non-performance and the Security Deposit for appropriation towards amounts to be recovered from the Merchant.

4. PAYMENT TO THE MERCHANT

4.1 Payments on Proof of Delivery

- 4.1.1 Subject to the other provisions hereof, WEIPL shall endeavour to instruct the Escrow Bank to make payment of Customer Charge less the Transaction Discount Rate to the Merchant within T+1 business days (as per the applicable regulatory guidelines) upon receipt of the same from the Acquiring Bank, the same be subject to production of dispatch proof in respect of each of the Customer purchase to WEIPL by the Merchant as may be specifically requested for.
- 4.1.2 Merchant agrees that the payment of Customer Charge, less the Transaction Discount Rate / Transaction Charges shall be made to the Merchant only upon actual receipt of Customer Charge by Escrow Bank and upon reconciliation of funds by Acquiring Bank, WEIPL and the Escrow Bank. Provided, however that, the Transaction Discount Rate may be revised periodically by WEIPL, and WEIPL will advise the Merchant of any such change as soon as practicable.

- 4.1.3 The Merchant agrees that the Facility Providers and/or the Acquiring Banks reserve the rights to call for Dispatch Proof at any time and the Merchant agrees to comply with such requests forthwith.
- 4.1.4 Dispatch Proof shall be maintained by the Merchant for a period of at least one (1) year from the date of Delivery and shall be open to inspection by WEIPL, the Facility Providers and the Acquiring Banks at all times.
- 4.1.5 The Merchant shall bear and be responsible and liable for the payment of all relevant taxes (including any applicable withholding taxes) in relation to the payments made under this Agreement.

4.2 REJECTION OF PAYMENT

- 4.2.1 Notwithstanding anything contained anywhere in this Agreement, the Merchant hereby fully confirms and agrees that WEIPL and the Acquiring Bank reserves the right to reject payment in respect of the Transactions where:
 - I. The Product or Service is not as promised or is defective or is not delivered within Delivery Due Date; or
 - II. If any direction is received from the Customer with respect to withhold payment or reject payment (whether such direction is received before crediting the amount to the account of the Merchant or anytime afterwards); or
 - III. If the Valid Card / Login ID/Password/ PIN is stolen or lost or the Transaction was not authorised by the Customer; or
 - IV. The transaction status message from/to Merchant or from/to WEIPL or from/to Acquiring Bank is illegally tampered with or hacked; or
 - V. Payment in respect of the Transaction has already been received by the Merchant from the Customer or on Customer's behalf; or
 - VI. In case the Transaction is illegal or the Transaction involves payment for prohibited or illegal purposes or is prejudicial to public interest; or
 - VII. Fraud or negligence by the Merchant or the Customer; or
 - VIII. The Merchant fails to comply with any of the terms and conditions contained herein.
- 4.3 In event of rejection of payment or loss of payment due to chargeback debit, WEIPL will have the rights to debit the merchant account & the Merchant shall be responsible to collect the payment from the Customer directly and in any case neither WEIPL nor the Acquiring Bank shall have any responsibility or liability in this regard.
- 4.4 WEIPL and the Acquiring Bank reserve the right to reverse the credit given to the Merchant for the Transaction or set-off the relevant amount paid against payments due to the Merchant in case the payment is rejected or to be rejected including but not limited to the grounds specified in Section 4.6 above and in doing so WEIPL may deduct the relevant amount from the Security Deposit Amount and from subsequent transactions.
- 4.5 All payments under this Agreement may be suspended till such time as WEIPL deems fit, in event the Merchant commits any fraud or violates any law or legal requirement.
- 4.6 Merchant agrees that WEIPL reserves the right to impose monetary limits on the transaction from case to case basis in the event WEIPL receives specific instructions from acquiring banks/Escrow banks/Card issuing schemes.

- 4.7 If WEIPL, Acquiring Bank and Escrow Bank has reason to believe that a fraud has been committed against the Bank or WEIPL by the Customer/Merchant or any third party, or has reason to believe that the Customer/Merchant has in connivance with any other person done any fraud or assisted in the same, WEIPL and the Bank shall be entitled to suspend all payments to be made to Merchant pending enquiries by the Bank/s and WEIPL. Notwithstanding anything contained herein, WEIPL shall be entitled to withhold payment in respect of any transaction if the Acquiring Bank or WEIPL has reasonable reason to believe that such Transaction has been fraudulently initiated.
- 4.8 Merchant acknowledges that as a security measure, WEIPL may at its sole discretion block any card number/account numbers, group of cards or transactions from any specific blocked or blacklisted customer cards / accounts, specific / group of IP addresses / devices / geographic locations and / or any such risk mitigation measures it wishes to undertake.

5. COVENANTS OF THE MERCHANT:

In consideration of WEIPL performing the services as mentioned above, the Merchant hereby declares, assures, undertakes and covenants as under:

- 5.1 The Merchant shall duly fulfill all Transactions in accordance with the instructions of the Customer. The Merchant undertakes to ensure that the Delivery is done as per specifications of the Customer on or before the Delivery Due Date.
- 5.2 Merchant shall provide all the KYC documents and other necessary information within 5 business days as and when WEIPL raises a request to that effect in writing and any failure on the part of Merchant to discharge the obligations under this representation shall be considered as a breach of the Agreement.
- 5.3 The Merchant will not offer out-of-stock Products or Services for sale and shall be solely liable for quality and efficiency and merchantability of the Products and Services.
- 5.4 Merchant shall:
- i. maintain a fair return, cancellation, or adjustment policy in accordance with type of business;
 - ii. disclose its return or cancellation policy to Customers at the time of purchase/enrolment/payment;
- 5.5 Merchant confirms that prices to be charged for the Products and Services shall be inclusive of all taxes and delivery charges and shall be uniform to all Customers. In case of any difference in prices due to shipping or any other charges, the same shall be explicitly informed to the Customer by the Merchant.
- 5.6 Merchant undertakes to abide by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon.
- 5.7 The Merchant shall prior to accepting any instructions from the Customer ensure that appropriate agreements have been executed with the Customer in accordance with the requirements of applicable law and regulations, which agreements shall be directly between the Customer and the Merchant and appropriate disclosures/disclaimers pertaining to the Products and Services are displayed conspicuously on the Website.

- 5.8 The Merchant shall comply with all applicable laws and regulations in offering the Products and Services to the Customers. The Merchant shall ensure that all requisite licenses and registrations are kept in full force and effect to enable the Merchant to offer the Products and Services for sale and also comply with Master / VISA guidelines. The Merchant shall not offer any Product or Service, which is illegal or offensive and is not in compliance with applicable laws, and regulations whether federal, state, local or international of all jurisdiction from where the Customers of Merchant avails the goods and/or services.
- 5.9 Notice and Consent: Merchant is solely responsible and liable for ensuring that it provides notice and relies on a valid legal ground, including consent, for Processing Customer Personal Data. Merchant must obtain any necessary consents, authorizations, permissions or approvals for WEIPL to provide the Services, including for the collection, use, disclosure, transfers and any other Processing of Customers Personal Data by WEIPL, as required under Applicable Data Protection Law.
- 5.10 Individuals' Requests: Merchant shall be solely responsible for handling individuals' requests in connection with withdrawing their consent or their rights to access, rectify, restrict or erase their Personal Data or exercise their right to data portability, if applicable, with regard to any Personal Data, object to the Processing of any Personal Data, or exercise their rights related to automated decision-making and profiling, or any other rights individuals have to their Personal Data under Applicable Data Protection Law, if applicable, in connection with this Agreement.
- 5.11 The Merchant shall comply with all the terms and conditions as laid down on the website of the Company from time to time.
- 5.12 The Merchant shall provide a reasonable level of service support to Customers. Such support shall include appropriate notice to Customers of means of contacting the Merchant over phone, email, or any other electronic means in the event the Customer has questions, grievances or complaints regarding the nature or quality of the Products or Services and the procedures for resolving disputes. Merchant shall respond to such questions, grievances or complaints received from their customers within a period of 3 (three) business days from the date of receiving such questions or grievance or complaint.
- 5.13 In the event any Customer complaints or is dissatisfied with any Products or Services, the Merchant shall take such measures as may be required to resolve the same. Merchants shall be solely responsible for sorting or handling any questions or grievance or complaints received against them.
- 5.14 The Merchant shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all Products and Services purchased, to Customers in accordance with the highest standards.
- 5.15 The Merchant agrees to put up such notices, disclaimers or warranties as may be requested by WEIPL, the Facility Providers or the Acquiring Banks and the Merchant shall comply with the request forthwith.
- 5.16 The Merchant shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Products and Services which are offered on the Website. Merchant shall not use the WEIPL Services to promote or to export customer data to promote any product or service that are similar to or replicates any product or service offered by Facility Provider's or the Bank's without the permission of WEIPL.

- 5.17 The Merchant agrees that WEIPL reserves a right to suspend the services provided herein in event the Merchant fails to observe the terms and conditions herein.
- 5.18 The Merchant hereby agrees that it shall bear and be responsible for the payment of all relevant taxes (including any applicable withholding taxes), surcharge etc. due upon the services provided under this Agreement at present or in future.
- 5.19 Merchant hereby authorises WEIPL to fetch the GST data linked with the PAN provided by the Merchant.
- 5.20 The Merchant acknowledges that it shall have all reasonable provisions /precautions for security and privacy of customer data as may be feasible or as may be directed by WEIPL, the Facility Providers and the Acquiring Banks to ensure that there is no breach of security and that the integrity of the link between the Merchant's Site, WEIPL's site and the Payment Mechanism is maintained at all times during the term of this Agreement. The Merchant shall require installing various checks and other security systems whenever requested by WEIPL and shall install security systems such as checksum and verify URL. Any loss incurred to the Merchant, WEIPL or the Acquiring Bank as a result of the link being breached due to improper security, shall be borne solely by the Merchant and the Merchant agrees to indemnify and keep indemnified WEIPL, the Acquiring Bank and the Escrow Bank from any loss as may be caused in this regard.
- 5.21 Merchant shall not store/save customer card data and any such related data and shall implement applicable compliances with PCI-DSS/PA-DSS and continue to comply during the term of this Agreement. Merchant agrees to share these details with WEIPL as and when requested for. Further, WEIPL reserves the right to inspect and verify at regular intervals the Payment Card Industry-Data Security Standard (PCI-DSS) compliance, of the Merchant.
- 5.22 Merchant shall have robust incident reporting mechanism in place and shall immediately report to WEIPL in writing in the event of any security/data breach (including potential or threatened breach) at the Merchant's end, for the same to be reported to RBI and CERT-In (Indian Computer Emergency Response Team) as per the details notified by CERT-In. The Merchant shall provide all such data as may be needed to facilitate such reporting by WEIPL.

6. USE OF INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF SOFTWARE APPLICATION

- 6.1 The Merchant hereby grants to WEIPL and the Acquiring Banks a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant hereby confirms that the Merchant has the requisite right to use the said marks and logos and to grant permission to use as stated herein. The Merchant shall retain all intellectual property rights in such marks.
- 6.2 The Merchant shall prominently display, on the Website and in other online marketing materials if so requested, a statement/logo/image provided and approved by WEIPL relating to the facility offered by WEIPL, which will be prominently displayed.
- 6.3 Nothing contained herein shall authorise the Merchant to use or in any manner exploit the intellectual property rights of WEIPL, Facility Providers or the Acquiring Bank without prior written consent of WEIPL, the Facility Providers or the Acquiring Bank and the usage shall be in

compliance with such approval and policies as may be notified from time to time. The Merchant undertakes not to infringe the intellectual property rights of WEIPL in the Software Application, whether directly or indirectly through any third party.

- 6.4 The Merchant warrants that the Merchant shall only use the Software Application only for the purposes of this Agreement. The Merchant, its employees or its agents, shall not use the Software Application in any form whatsoever, so as to design, realize, distribute or market a similar or equivalent software program. The Merchant, its employees or its agents shall not adapt, modify, transform or rearrange the Software Application for any reason whatsoever, including for the purpose, among other things, of creating a new software program or a derivative software program. In particular, but without limitation, the Merchant undertakes not to allow unauthorised use of or access to the Software Application, disassemble, reverse engineer, decompile, decode or attempt to decode the Software Application, or allow the Software Application to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the Software Application.
- 6.5 The Merchant fully understands that due to visit of the Customers of the Merchant to the website, WEIPL may create or generate database in respect of such Customers. All intellectual property rights including user right in respect of such database shall fully vest with WEIPL.

7. REPRESENTATION BY THE PARTIES:

Each of the Parties represents, warrants and undertakes that:

- 7.1 It is duly organised and validly existing under the laws of the jurisdiction in which it is established;
- 7.2 It has the power to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorised, executed and delivered by it;
- 7.3 Its obligations hereunder constitute legal, valid, binding and enforceable obligations; and
- 7.4 The execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not breach its organisational documents or any law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval.
- 7.5 They shall not do any act or conduct any activity that would affect the goodwill and reputation of the other or which would affect the interest of the other in any manner.
- 7.6 The Merchant hereby undertakes, agrees and acknowledges that:
- i. It hereby acknowledges that WEIPL, the Facility Providers, Acquiring Banks and the Issuing Bank's services may not be uninterrupted or error free;
 - ii. it hereby undertakes that, all the representations made herein are true and valid as per law of India.
 - iii. it shall ensure that it holds valid licenses, brand proofs, tie-up agreements from its business associates and is legally authorized to sell the Products and Services online through the Website;
 - iv. it agrees that it shall be solely responsible for compliance of legal and regulatory requirements applicable to its business, and in no event shall WEIPL be held liable for any

- non-compliance and/or breach of applicable law by the Merchant;
 - v. it shall not directly or indirectly deal in any type of restricted goods or services specified by WEIPL and shall only sell Products or Services in compliance with applicable laws.
 - vi. all information provided to WEIPL is true and correct.
 - vii. it shall not make any representations or warranties to any Customer, any third party or undertake any obligations which may require WEIPL to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility of the Merchant.
 - viii. it shall provide WEIPL and/or any Acquiring Bank with such information and/or assistance in relation to the Payment Mechanism as requested from time to time.
- 7.7 WEIPL hereby represent to reconcile the monies collected against the Payment Instructions issued and provide consolidated Payment Information to the Company in a format desired by the Company, via e-mail or any other electronic mode. However, the payment and payment reports will be provided on T+2 basis, where T being the transaction completion day.
- 7.8 WEIPL hereby represent that the monies debited to the customer's account are credited to the designated pool account with the respective acquiring bank. Each day the monies so collected are aggregated and transferred to a designated Company account on T+2 basis upon receipt of the same from the Acquiring Bank. Company agrees that the payment of Customer Charge, less the Transaction Discount Rate / Transaction Charges shall be made to the Company only upon actual receipt of Customer Charge / Monies by Escrow Bank and upon reconciliation of funds by Acquiring Bank, WEIPL and the Escrow Bank.

8. DELIVERY:

- 8.1 If the Merchant is unable to deliver the whole or any part of the Transaction within the Delivery Due Date, the Merchant shall wholly cancel the Transaction and inform the Customer forthwith and also keep WEIPL informed of the same.
- 8.2 All risks associated with the Delivery of the Products and Services shall be solely that of the Merchant and not the Customer. Provided that any and all disputes regarding quality, Merchantability, non-delivery and delay in delivery of the Products and Services or otherwise will be resolved directly between the Merchant and the Customer without making WEIPL, the Facility Providers and the Acquiring Banks a party to such disputes. Notwithstanding anything provided elsewhere in this Agreement, the Merchant shall, wherever possible, endeavour to dispatch the Products and Services to its Customers only upon confirmation from WEIPL that the reconciliation of fund is over between WEIPL, Acquiring Bank and the Escrow Bank, and upon confirmation that the funds have been received in the Merchant's account.
- 8.3 In event any Customer making any request for refund of the Customer Charge on any grounds whatsoever within a period of fifteen (15) days from the actual Delivery of the Products or Services, WEIPL shall forthwith inform the Merchant of the same and if the Merchant is not able to resolve the dispute within a period of 5 (five) business days from the receipt of intimation, WEIPL shall deduct the relevant amount of Customer Charge from the payment to be made to the Merchant under this Agreement or from the Security Deposit or set-off the relevant amount of Customer Charge against the future payables to the Merchant and refund the same to the Customer.

9. INDEMNIFICATION:

- 9.1 The Merchant hereby undertakes and agrees to indemnify WEIPL, Facility Providers and Acquiring Banks and hold WEIPL, Facility Providers and Acquiring Banks harmless and keep WEIPL, Facility Providers and Acquiring Banks including their officers, directors and agents at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:
- a) Breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; or
 - b) Any claim or proceeding brought by the Customer or any other person against WEIPL, the Facility Providers and the Acquiring Banks in respect of any Products or Services offered by the Merchant; or
 - c) Any negligent act or omission or default or misconduct or fraud of the Merchant or its agents or its customers; or
 - d) Any hacking or lapse in security of the Website or the Customer data; or
 - e) Any act, deed, omission or non-performance on the part of the Merchant or its Customers.
- 9.2 In event any loss or damage is suffered by WEIPL, Facility Providers and Acquiring Banks or the Customers, WEIPL in addition to the above shall also be entitled to deduct the amount of the loss from the Security Deposit and the Customer Charge and make payment to the person who has suffered the loss.
- 9.3 The Merchant will indemnify and hold WEIPL harmless against any penalties imposed on WEIPL as a result of a breach of applicable data protection laws, and against any loss or damage suffered by WEIPL and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto which may arise directly or indirectly as a result of a breach of the applicable data protection laws.
- 9.4 The indemnities provided herein shall survive the termination of this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 Notwithstanding anything stated under this agreement, aggregate liability of WEIPL from any cause whatsoever shall not in any event exceed sum equivalent to one month's aggregate preceding Fee earned by WEIPL under this agreement from the date of occurrence of such liability. In no event shall the Facility Providers, Escrow Bank or the Acquiring Bank be liable to the Merchant in any way under this agreement.
- 10.2 Neither Party shall be liable to the other for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if that party shall have been advised in advance of the possibility of such loss, cost or damages.

11. CONFIDENTIALITY

- 11.1 The Parties agree to keep in confidence and not disclose to others all knowledge, information and data furnished and claimed by either party to be proprietary, provided such information is

given in writing or, if oral, is reduced to writing within thirty (30) days and such writing is marked to indicate the claims of ownership and/or secrecy. The parties agree that they shall not use, nor reproduce for use in any way, any proprietary information of the other except in furtherance of the relationship set forth herein.

- 11.2 The parties agree to protect the proprietary information of the other with the same standard of care and procedures used by themselves to protect their own proprietary information of similar importance but at all times using at least a reasonable degree of care.
- 11.3 Exception: The aforesaid shall not be applicable and shall impose no obligation on a party with respect to any portion of confidential information which:
- a) Was at the time received or which thereafter becomes, through no act or failure on the part of such party, generally known or available to the public;
 - b) Is known to such party at the time of receiving such information as evidenced by documentation then rightfully in the possession of either party;
 - c) Is furnished to others by the other party without restriction of disclosure;
 - d) Is thereafter rightfully furnished to such party by a third party without restriction by that third party on disclosure; or
 - e) Has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure; provided, however, that the other party shall have been given a reasonable opportunity to resist disclosure and/or to obtain a suitable protective order.
- 11.4 The covenants of confidentiality set forth herein shall survive and continue and be maintained from the Effective Date hereof until one (1) year after termination of this Agreement or for a period as may be required under applicable statutory/regulatory requirement.

12. INSPECTION AND AUDIT

- 12.1 WEIPL, its management, its auditors, and/or its regulators, reserves the right to inspect records, books of accounts, operational information, premises, infrastructure, quality of services/products and such other information maintained by the Merchant to the extent required and applicable under this agreement. Merchant shall co-operate and allow WEIPL or its representative's to inspect/carry audit of such records pertaining to transaction processed under this agreement including periodic security assessment reports with a reasonable prior notice. It is agreed by Parties that inspection carried out under this clause shall not be construed as the statutory/internal audit as may be required under any law.
- 12.2 Merchant shall keep complete and accurate records of all the orders and expenses in connection with its Services and/or Products under this agreement. All said records shall be kept on file by Merchant for a period as required under Applicable laws from the date the record is made.
- 12.3 WEIPL's audit rights shall survive the expiration or termination of this Agreement for the period required under applicable laws and regulations.

13. DISCLAIMER

- 13.1 The Merchant acknowledges that WEIPL, the Facility Providers and the Acquiring Bank's services may not be uninterrupted or error free or virus free and WEIPL, the Acquiring Banks and the Facility Providers disclaim all warranties, express or implied, written or oral, including but not limited to warranties of Merchantability and fitness of the services for a particular purpose. The Merchant also acknowledges that the arrangement between one or more Acquiring Banks and WEIPL or between one or more Facility Providers and WEIPL may terminate at any time and services by such Facility Providers and Acquiring Banks may be withdrawn. WEIPL shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage to the Customer's access to and/or use of the Website and services and the Payment Mechanism; interruption or stoppage of WEIPL Site; non-availability of connectivity between the Website and WEIPL Site, etc. WEIPL does not warrant that WEIPL Site and services, the Facility Providers facilities and the Acquiring Bank's Payment Mechanism will be provided uninterrupted or free from errors or it is free from any virus or other malicious, destructive or corrupting code, program or macro.
- 13.2 WEIPL's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption in the WEIPL Site, or loss of use and/or access to WEIPL Site, the Facility Providers facilities and the Payment Mechanism and services, shall be to use all reasonable endeavors to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.

14. FORCE MAJEURE

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

15. DATA PROTECTION

- 15.1 All Personal Data or any other data shall be processed in accordance with all applicable laws and regulations relating to data protection and privacy, including but not limited to the any national or regional data protection laws. Merchant and WEIPL shall be subject to and shall comply with the Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other applicable law restricting collection, use, disclosure, storage, processing, and free movement of personal information as amended from time to time.
- 15.2 Parties shall not disclose the identity of any Customer or any information whatsoever relating to any transactions to any other person or otherwise use any information acquired by it in respect of the payment-transactions and in relation thereto other than for the purposes of this Agreement without the prior consent of the Customer. Provided however that any information required to be disclosed by any order of a court or regulatory authority of competent

jurisdiction may be disclosed to such court or regulatory authority to the extent specified in the order.

- 15.3 The Merchant shall be responsible to maintain on the Website appropriate Privacy Policies, Terms and Conditions, Contact Details, Refund Policies and all other information as required under e-commerce guidelines and application rules issued by competent authorities from time to time.

16. CUSTOMER GRIEVANCE REDRESSAL:

WEIPL shall provide comprehensive customer support to Customers in the lieu of the services provided by it under this Agreement. The customer support shall include, but not be limited to, technical assistance, and guidance on the use of the services provided.

Following is the escalation matrix for Customer Redressal:

Level	Email Id	Timeline
Level 1	Grievance.ind@worldline.com	First Point of Contact
Level 2	Escalations.ind@worldline.com	If the issue is not resolved within 3 days
Level 3	nodalofficer@worldline.com	If the Issue is not resolved within 7 days

17. GENERAL PROVISIONS:

- a) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to WEIPL:

Worldline ePayments India Pvt Ltd
Raiaskaran Tech Park, 2nd floor of Tower I,
Phase II, Sakinaka, M.V. Road, Andheri (East)
Mumbai 400072
ATTN: Legal Head

If to The Merchant: As per the Address specified in the on Page 1.

- d) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, warranty or indemnity not set forth herein has been made or relied upon by any Party hereto.
- e) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.
- f) In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- g) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- h) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- i) This Agreement together with all Annexures hereto form a single Agreement between the Parties.
- j) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.
- k) Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided that WEIPL may assign any of its obligations hereunder to any of its Affiliates without the prior consent of the Merchant. For the purposes of this clause, "Affiliates" of WEIPL shall mean and include:
 - i. Any company which is the holding company or subsidiary of WEIPL, or
 - ii. A person under the control of or under common control with WEIPL, or
 - iii. Any person, of which, WEIPL has a direct or beneficial interest or control of 26% or more, of the voting securities, or
 - iv. Any person having a direct or beneficial interest or control of 26% or more, of the voting securities of WEIPL, or any company which is the holding company or subsidiary of such person, or a person under the control of or under common control with such person, or any

person, of which, such person has a direct or beneficial interest or control of 26% or more, of the voting securities.

- l) 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. The Merchant shall not describe itself as agent or representative of WEIPL, the Facility Providers and the Acquiring Banks nor make any representations to Customer or any third party or to give any warranties which may require WEIPL, the Facility Providers and the Acquiring Banks to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party.
- m) This Agreement shall be governed by and construed in accordance with the laws of India. The rights and obligations of the Parties under, or pursuant to, this clause, shall be governed by and subject to Indian law. Courts at Mumbai alone shall have exclusive jurisdiction.
- n) The Merchant fully understands that WEIPL provides services under this Agreement to the Merchant strictly on non-exclusive basis and therefore nothing in this Agreement shall prohibit WEIPL from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.

18. DISPUTE RESOLUTION

Any and all disputes, controversies and conflicts ('Disputes') arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of them arising, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The seat and venue of arbitration shall be Mumbai. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties.

19. OVERRIDING PROVISIONS

Notwithstanding anything contained anywhere in this Agreement, the Merchant fully understands, confirms and agrees that WEIPL provides services under this Agreement strictly based on the following understanding with the Merchant: -

- a) The Merchant alone shall be responsible to its Customers and neither WEIPL nor the Acquiring Bank or anybody connected to WEIPL or Acquiring Bank shall have any responsibility or liability towards

the Customers of the Merchant and the Merchant shall keep WEIPL and Acquiring Bank fully indemnified for all times to come.

- b) The relationship between WEIPL and the Merchant is on Principal-to-Principal basis and WEIPL is an independent contractor.
- c) WEIPL has no connection or interest of whatsoever nature in the business of the Merchant or the goods and services offered/marketed by the Merchant. WEIPL does not in any manner take part in the business of the Merchant, directly or indirectly. WEIPL shall only provide specific services to the Merchant in relation to the Merchants, its Customers and the Acquiring Bank, as an Independent Contractor and under the terms and conditions of this Agreement.
- d) It will be the sole and exclusive responsibility and obligation of the Merchant to ensure that the business of the Merchant is conducted and goods and services are offered by it in compliance of all applicable laws, rules and regulations of all jurisdictions from where the said goods and services offered by the Merchant and also from where the said goods and services can be procured/availed by its Customers. The Merchant shall not conduct any business through the services of WEIPL or offer and goods and services thereof in violation of any law or legal requirement of any applicable jurisdiction and shall keep WEIPL fully indemnified for all times to come in this regard also.
- e) For the services of WEIPL, it shall be paid for by the Merchant by way of an agreed service fee as stipulated in this Agreement and WEIPL is nowhere connected or concerned about the revenues of the Merchant or the Acquiring Banks.
- f) WEIPL shall neither handle any physical payments to the Merchant nor operate the bank account(s) of the Merchant on its behalf, under any circumstances.
- g) All Customer claims, Charge backs, non-payment by Customers or any other claim connected with the dealing of a Customer with the Merchant shall be on account of the Merchant alone and Merchant agrees to facilitate the payment of the chargeback amount of such uncollectible charge on receipt of such claim or notice from WEIPL, within 24 hours and certify in writing to WEIPL that such chargeback amount has been paid. If the Merchant does not make payment to WEIPL, WEIPL and/or the Acquiring Bank shall be fully entitled to deduct all such claims, Charge back, etc., from all monies that are receivable by the Merchant from Acquiring Bank.
- h) WEIPL is neither concerned nor required to monitor in any manner the use of the payment modes by the Customers for procuring / availing the goods and services of the Merchant. Customers should be required to use the payment modes at their sole option and risks. The Merchant shall be required to notify this responsibility to all its Customers.
- i) The Merchant shall have the marketable and legal ownership and title in respect of all goods and merchandize offered by it to the Customers by using the services of WEIPL and the Merchant shall pass on marketable and legal ownership and title to its Customers in respect of the said goods and merchandize once a Customer validly purchases such goods and merchandize of the Merchant.

Payments to grow your world

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