

PART A - General Terms and Conditions for accepting electronic payments by Merchant

1. INTRODUCTION

The following general terms and conditions ("**Terms and Conditions**"), special terms and conditions, Privacy Policy and additional documents, if any is a legal agreement between you ("**Merchant**"/"**you**") and Worldline India Private Limited ("**WIPL**") and Worldline ePayments India Private Limited ("**WEPL**"), WIPL and WEPL collectively hereinafter referred as ("**Worldline**"/ "**We**") governing your use of Worldline's Services (as defined below) whereby Worldline shall provide payment acceptance solutions to you for selling Products (as defined below).

You will be subject to the rules, guidelines, policies including Privacy Policy, Special terms, and conditions applicable to Worldline Platform and any service that is provided by Worldline, and they shall be deemed to be incorporated into this Terms and Conditions and shall be considered as part and parcel of this Terms and Condition.

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 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 Worldline Services.

The use of the Worldline Services and 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 'Next button' as provided on the registration page or any act which reflects your use of the Worldline Services and Worldline Platform or the services provided by Worldline or any such other actions that implies your acceptance.

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

Your use of the Worldline Services and Worldline Platform 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 this Terms and Conditions as displayed on Application Form and Worldline 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 Worldline Services and Worldline Platform.

Worldline shall 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 and Conditions for access or usage of Worldline Services and Worldline Platform.

Merchant, WIPL and WEPL individually referred as “Party” and collective referred to as the “Parties

Whereas :

- a. WIPL 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. WEPL is inter alia, engaged in the business of offering payment aggregation services which includes electronic bill presentment / payment and accepting instructions through the internet in respect of payments to be made by the Customers for various products and services.
- c. The Merchant is engaged in the business specified in the Application Form and is desirous to facilitate transactions by its customers using credit cards, debit cards, prepaid cards, loyalty cards, QR codes , Mobile PoS, Internet Payment Gateway 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 and avail VAS.
- d. Worldline entered in to agreements with Facility Providers and Third Party Service Providers to offers payment acceptance services and VAS to the Merchant.
- e. Worldline has received from Merchant a duly filled in Application 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 Worldline Services and Worldline Platform for the first time The details and commercial terms provided in the Application Form shall be read together with this Terms and Conditions and the Parties agree to be bound thereby.
- f. At the request of the Merchant, Worldline has agreed to provide Worldline Services and Worldline Platform (as hereinafter defined) to the Merchant on the basis of and subject to the Terms and Conditions set out below :

2. DEFINITIONS AND INTERPRETATION

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.

“Application Form” means the application form including change request form, online application or other mode of application permitted by Worldline from time to time completed, and submitted to Worldline, by the Merchant for the Worldline Services and Worldline Platform and, for the avoidance of doubt, includes all supporting documentation provided to Worldline in connection with the Merchant’s application.

“Applicable Laws” means 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” means 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 Equipment or other permitted authorization.

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

“Bank Account” means a banking account maintained by a Customer with a bank.

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

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

“Customer” means a person who is authorised to use Payment Instrument for purchase of Products from the Merchant and makes payment for the same over Equipment.

“Card Organisation” means only VISA ,MasterCard, Amex, NPCI 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 .

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

“Chargeback/ Refund” means any amount which the issuer of a Card or a Bank Account or its Card Organisation , in connection with a Transaction, either (a) refuses to pay or (b) claims or sets off as a refund or where such Transaction is disputed by a Cardholder or Bank Account holder, in each case for reasons set out in and pursuant to and in accordance with the Card Organisation/ the Facility Providers Rules and Regulations pertaining to Chargeback’s (and includes any fines, penalties that may be levied by the Card Organisation or Facility Provider in this regard

“Delivery” means (a) in respect of a goods, delivery of the goods by a reputed courier /parcel service to the Customer at the address specified by the Customer and receipt of same is acknowledged by the Customer or the spot delivery to the Customer ; and (b) in respect of a services, delivery/performance of the services.

“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.

“Dispatch” means (a) in respect of a goods, proof to the satisfaction of Worldline/the Facility Providers/the Card Organisation that the goods have been dispatched to the address specified by the Customer; and (b) in respect of a services, delivery/performance of the services.

“Dispatch Proof” means, in respect of a Product, proof to the satisfaction of Worldline, 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.

“Escrow Account” means an account held by WEPL 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 PA/PG Guidelines.

“Equipment” means , software system and hardware of Worldline used by the Merchant for conducting Transaction including but not limited to Worldline Platform,IPG EDC machine / PoS terminals include Mobile POS/SoftPos and equipment(s) for manual generation of Chargeslip and other payment acceptance mode and includes printers, peripherals, pin pads, QR Code, , Sound Box 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 , Payment Aggregators, 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.

“IPG” means Internet payment gateway.

“Merchant Account” means an account created by the Merchant on Worldline Platform for receiving Worldline Service.

“Merchant Bank Account” means the bank account of Merchant where Worldline shall remit the Transaction Amount in respect of Customer Order.

“Merchant Data/ Merchant Information” means details and information regarding Merchant shared by Merchant during registration and details of transactions history .

“Mobile PoS/ “ Soft PoS” means mobile phone based solution provided by Worldline to Merchants for accepting payment from their Customers on Mobile phone of Merchant.

“Nodal Account” means an account held by WIPL 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 DPSS.CO.PD.No.1102/ 02.14.08/2009-10, dated 24/11/2009.

“Premises” means the place of business of the Merchant as stated in the 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 Mode

“Payment Solution” means the processing of payments sought to be made by the Customers by way of Payment Instrument, through Equipment that will be provide by Worldline to enable the Authentication of Customers and Authorization of payments on Payment Instrument in accordance with Payment Mechanism and Worldline Platform,.

“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 Valid Card QR code Bank Account, UPI, ,wallet, loyalty, private labels being used for the purpose of payment by such Customer to Merchant towards the Customer’s purchase of Product from the Merchant.

“ Payment Instrument Providers” means any institution which issues Payment Instrument.

“ QR Code” means QR code based solution provided by Worldline to Merchants for accepting payment from their Customers by scanning of QR code.

“ Sound Box” means device which provides voice confirmation of the Transaction.

“Transaction” means the transaction between the Customer and the Merchant on the Equipment through Payment Mechanism and Worldline Platform for the payment by such Customer to Merchant towards the Customer’s purchase of Product from the Merchant.

“Transaction Amount” means the amount payable by the Customer using Payment Instrument on Equipment for the Product offered by the Merchant inclusive of shipping charges and other taxes, duties, cost, charges and expenses in respect of the product / service that are to be charged to the Customer.

“Third Party Services” means products, services, or facilities that are offered or provided by entities other than Worldline . These services are typically accessed or utilized by the Merchant in conjunction with or as a complement to the Worldline offerings. Worldline has no direct control over the provision, quality, or performance of these services, and they are not responsible for any issues, liabilities, or obligations arising from the use of such third-party services by the Merchant.

“Third Party Service Provider” means any entity which provides Third Party Services .

“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 Customer’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 Payment Instrument authorized in accordance with this Terms and Conditions.

“Valid Mode” means valid Payment Instrument.

“VAS” means value added services which shall be provided by Worldline to Merchant from time to time as per Special Terms and conditions as set out at **Part 2** .

“Security Deposit” mean the interest free, refundable and replenishable security deposit provided by the Merchant to Worldline in terms of Section 7.4 hereto.

“Worldline Site” means the web site for the Payment Gateway provided by WEPL.

“Website” means the merchant website with the domain name as specified in Application Form 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.

“Worldline Services” means various services as set out in Part B, offered by Worldline to Merchant from time to time.

“Worldline Platform”” means Worldline’s web/mobile applications, as well as other system through which Worldline Services are provided , as more particularly defined in clause 4.3.

Interpretation:

- a. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
- b. Headings and captions are used for convenience only and will not affect the interpretation of this Terms and Conditions.
- c. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as MobiKwik will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

3. MERCHANT ENROLLMENT

3.1 KYC

The Merchant must provide accurate and complete information in response to our questions and shall upload scan copy of KYC and required documents for completing registration. The Merchant must complete this and other processes as prescribed by Worldline to access any funds that the Merchant accept through Worldline Platform.

Once all the required information is provided, Worldline shall perform verification of Merchant. Merchant agrees that Worldline may run further checks on Merchant's identity, creditworthiness and background by contacting and consulting relevant registries and government authorities..

Merchant shall notify in advance Worldline of any changes relating to information provided as part of the KYC verification process. As KYC requirements may be updated from time to time to ensure compliance with regulatory and scheme requirements, Merchant shall provide without undue delay such additional information and supporting documentation to Worldline

Worldline shall have the right to disclose KYC verification completed by any third Party.

As a result of Merchant's verification Worldline shall have the right, at its sole discretion, to accept or refuse providing Worldline Services to Merchant.

3.2 Registration

The Merchant is required to carry out the registration with Worldline in accordance with the process communicated by the Merchant. This is a prerequisite for the Merchant to access and utilize the Worldline Services and Worldline Platform. Worldline allow both individuals and Legal Entities to register with Worldline. Without any legal obligation to do so, Worldline require certain information from the Merchant, as laid out in the Application Form , to permit the use of Worldline Services and Worldline Platform . The Merchant must provide accurate and complete information. In addition, The Merchant must keep the information that the Merchant provide up-to-date at all times. For business Users, the Merchant are only permitted to apply and enroll, if the Merchant represent a legitimate business and have the authority to enter into this Terms and Conditions on behalf of the business. The Merchant represent and warrant that the Merchant's officials are duly authorized by the Legal entity to accept this Terms and Conditions and have the authority to bind such Legal entity. The Merchant further represents and warrants that the Legal entity has all the requisite consents, approvals, certificates, agreements, registrations and licences in accordance with the laws, regulations, rules and guidelines in force in India from time to time.

3.3 Eligibility requirement for opening a merchant account

By registering and opening a Merchant Account, the Merchant represents and confirms that the Merchant is:

- a. 18 (eighteen) years of age or older
- b. an Indian citizen, a legal resident of India or a business entity, authorized to conduct business in India;
- c. not 'incompetent to contract' within the meaning of the Indian Contract Act, 1972; and
- d. authorized by a Legal entity to enter in to an agreement with Worldline for availing Worldline Services
- e. entering into and performing this Agreement, as per applicable law.

The Merchant further represents and confirms that the Merchant is not a person debarred from using the Worldline Platform and/or receiving the Worldline Services under the laws of India or other applicable laws.

Worldline Services and the Worldline Platform can only be used in India. The Merchant acknowledge that Worldline Services may be subject to export restrictions imposed by the laws, rules, regulations, and guidelines in force in India.

Finally, in the event of any violation of the Terms and Conditions, Worldline reserves the right to suspend or permanently prevent You from availing Worldline Services or using the Worldline Platform.

3.4 Login ID and Password

After successful registration with Worldline, the Merchant shall receive an email with a link to open a Merchant Account on Worldline Platform. The mobile number of Merchant will be Login id which was provided by the Merchant during registration and password will be set by the Merchant . The Merchant shall receive an intimation regarding approval of the Merchant Application Form.

The Merchant are responsible for maintaining the confidentiality of the password and the Merchant Account, and are fully responsible for all activities that occur under the Merchant Account. The Merchant agree to (a) immediately notify Worldline of any unauthorized use of the Merchant password or the Merchant Account or any other breach of security, and (b) ensure that the Merchant exit from the Merchant Account at the end of each session. Worldline cannot and will not be liable for any loss, damage or other liability arising from the Merchant failure to comply with this Clause or from any unauthorized access to or use of the Merchant Account.

3.5 Approval and registration to avail Worldline Services

At the time of registration the Merchant are required to disclose the exact business category/business for which the Merchant will be using the Worldline Services and only avail the Worldline Services for that particular business. The Merchant understand and acknowledge that in order to use the Worldline Services for any other purpose, the Merchant shall notify Worldline in writing of such change and such change will be subject to approval by Worldline.

In order to avail the Worldline Services, the Merchant must be approved by and registered with Worldline. Any undertaking with respect to the Worldline Services under this Terms and Conditions shall be subject to Worldline's, approval and completion of the registration process. By accepting the terms of this Terms and Conditions, the Merchant agrees to provide Worldline with all such documents as required by Worldline to register the Merchant with Worldline. The Merchant authorize Worldline to request for supplemental documentation at any time (before or after the Merchant Account has been activated), in order to verify the Merchant identity, the accuracy of the information provided, legitimacy of the Merchant business. If Worldline cannot verify that this information is accurate and complete, Worldline may deny the Merchant use of the Worldline Services, or close the Merchant Account at any time.

The Merchant further understand and acknowledge that Worldline and Facility Providers shall have the right to withdraw their approval/consent at any time prior to or after commencement of the Worldline Services.

4. WORLDLINE SERVICES

4.1 Provision of Services

Worldline shall offer Worldline Services to Merchant ,as set out in PART B, which shall be amended from time to time.

4.2 Additional Services

Merchant may avail additional services and VAS rom Worldline by accepting Special terms and conditions . Such special terms and condition shall be deemed to be incorporated into this Terms and Conditions and shall be considered as part and parcel of this Terms and Condition.

4.3 Worldline Platform

- a. Worldline Platform is a comprehensive and integrated digital platform developed by Worldline. This platform encompasses both web and mobile applications that serve as the technological framework for delivering a variety of services provided by Worldline. It acts as a hub for accessing a range of services that Worldline offers, facilitating easy interaction between Merchant and the Worldline 's offerings. These services could include a wide array of functionalities, such as e-commerce solutions, payment processing, digital wallet services, loyalty programs, and more.
- b. Worldline Platform shall contain Third Party Applications or link to Third Party Applications which shall be belong to the Third Party Service Provider. Such Third-Party Applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Worldline, and Worldline is not responsible for any Third-Party Applications and Third-Party Content accessed through Worldline Platform or any Third-Party Applications and Third-Party Content posted on, available through, or installed from Worldline Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Applications and Third-Party Content.
- c. Worldline Platform is accessible via the Internet. The Merchant (a) acknowledges that it has freely selected the Internet browser or other navigation software to access that the Worldline Platform and to the maximum extent permitted by Law, Worldline excludes all liability for the security of the Internet browser, navigation software or the data transmitted via the Merchant's Internet connection; and(b) is solely responsible for obtaining, operating and maintaining sufficient and suitable infrastructure for the use of Worldline Platform and for implementing appropriate security measures to prevent any misuse of the infrastructure and Worldline Platform, in each case, to the extent any such matters are outside of Worldline's control.

Worldline Platform is accessible through a login notified in writing by Worldline. This information is subject to change.

- d. The Merchant acknowledges and agrees that:

- i. it is responsible for identifying and establishing the Merchant Users who will be given access to Worldline Platform with login credentials;
 - ii. information provided through Worldline Platform may only be updated at certain intervals and as such may not reflect Transactions as made in real time;
 - iii. it will take appropriate steps to ensure its computer or any mobile device has the appropriate software to access and operate the Worldline Platform and is protected against malware, viruses and unauthorized access;
 - iv. it will ensure that all login credentials are provided only to those of its employees who are Merchant Users and that each Merchant User is required to maintain the confidentiality and secrecy of their credentials and not record it in any written form;
 - v. it will ensure all login credentials are adequately protected against access by unauthorised third parties;
- e. it is solely responsible for the use of the Worldline Platform including the teams manager tool and the use of the Worldline Platform by persons logging into the Worldline Platform using credentials issued to Merchant Users.
 - f. any party that accesses the Worldline Platform using the login credentials will be treated as having been authorised by the Merchant to use the Worldline Platform and the Merchant will be liable for that party's conduct; and
 - g. if it believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the login credentials or the Worldline Platform, or any other breach of security in relation to Worldline Platform it must immediately notify Worldline and deactivate any impacted login credentials.
 - h. While Worldline will use reasonable endeavours to ensure the quality or accuracy of data made available through the Worldline Platform, Worldline does not guarantee the quality or accuracy of that data and, to the maximum extent permitted by Law, excludes all liability for inaccuracies in the data
 - i. The Merchant must access Worldline Platform to review Transactions, statements and notices at least every 14 days. It is the Merchant's responsibly to check statements and contact Worldline promptly if something does not look right, it identifies a discrepancy or it has any questions about an entry on the statement.
 - j. Worldline may delete any Merchant Account which has not been used for 12 months and deactivate any Merchant User credentials which have not been used for 3 months.
 - k. Worldline will keep Transaction data available on the Worldline Platform for 24 months and settlement information available for 9 months. Worldline does not archive the data made available through Worldline Platform. The Merchant must download and store the data provided through the Worldline Platform during the period that it is available
 - l. Merchant agree and understand that at username and password shall be generated for Worldline Platform which enables you to access your dashboard on Worldline's interface/app and view Transactions. Merchant shall not share the username and password with other persons and acknowledge that such sharing shall cause irreparable harm to Worldline and that you shall be liable to indemnify Worldline for any loss or damage suffered as a result of any unauthorised use.
 - m. Worldline shall provide you details of Transactions through a personal dashboard on Worldline's interface and you shall determine if there are any errors or unauthorised Transactions, and intimate Worldline in writing of the same

5. THIRD PARTY SERVICES

- a. Worldline may use a third party to provide some aspects of Worldline Services. For this purpose, Merchant acknowledges and consents that Worldline can share Merchant Data with the Third Party Service Provider. You may also need to accept such Third Party Service Provider's additional terms and conditions and meet additional requirements ("**Third Party Service Provider's Terms**") to enable the Third Party Service Provider to provide their services, Worldline will not be responsible or liable to you for any loss incurred by you as a result of your interaction with such Third Party Service Provider for Third Party Services or for any action or inaction of such Third Party Service Provider.
- b. Worldline shall not be held responsible or liable for any third-party services utilized by the Merchant on Worldline Platform. Any issues, disputes, or claims arising from such Third Party Services are solely the responsibility of the Merchant and the respective Third Party Service provider. Worldline's responsibility is limited to the products or services explicitly stated in this Terms and Conditions, and any interactions or transactions with third-party services shall be governed by the terms and conditions of those services..
- c. Third Party Services are typically accessed or utilized by the Merchant in conjunction with or as a complement to the Worldline offerings. Worldline has no direct control over the provision, quality, or performance of these services, Worldline is not responsible for any issues, liabilities, or obligations arising from the use of such third-party services by the Merchant.
- d. The Merchant understands that its use of such Third Party Services is subject to the terms and conditions established by the respective third-party providers. The Merchant agrees to carefully review and fully understand the terms and conditions imposed by the Third Party Services it chooses to utilize. It is the Merchant's responsibility to ensure that it comprehends the implications, rights, and obligations associated with utilizing these services.
- e. The Merchant shall comply with all the terms, policies, and guidelines outlined by the Third Party Services. This includes but is not limited to the terms of service, privacy policies, acceptable use policies, and any other relevant contractual obligations imposed by the third-party providers
- f. The Merchant shall maintain updated knowledge of the terms and conditions related to the Third Party Services it employs. In the event of any updates or changes to the terms and conditions, the Merchant shall promptly review and incorporate the changes into its operations to ensure continued compliance.

6. FEES

- a. The Merchant shall be charged transaction processing fees, merchant service fees and / or other charges ("**Worldline Fees**") as shown in the Application Form/ undertaking given by the Merchant and will form a part of this Terms and Conditions. Worldline Fees will be reviewed and revised at sole discretion of Worldline and with due intimation to the Merchant .
- b. The Merchant acknowledges and agrees that it has been duly informed of the various fees applicable to Worldline Services during the Merchant Registration process. Additionally, these fees are displayed on the Worldline Platform. The said fees are an integral part of the terms and conditions governing the use of Worldline Services and the Worldline Platform.
- c. The Worldline fees outlined in this Terms and conditions are subject to changes without advance notice to the Merchant, in compliance with the directives and regulations issued by RBI, Card Scheme, Facility Providers, and issuer interchange.
- d. The fees paid under this Agreement are non-refundable, and Worldline holds no liability to provide a refund for the fees in any event.
- e. Worldline will raise periodical invoices for recovery of various payments.
- f. Wherever relevant, a 15-day advance payment of the fee is required.

- g. Taxes: Unless otherwise stated, Worldline Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to Good and Services and other taxes assessable by any local, state, (“Taxes”).
- h. For the purpose of payment of Worldline Fees and other charges under this Terms and Conditions, the Merchant shall give his unconditional consent and authorize Worldline to debit Merchant's bank account through Electronic Clearing System (“ECS”) and or valid standing instructions in the manner as provided in the Application Form. The Merchant further authorizes Worldline to recover all costs and expenses in the event the payment of any amounts and other monetary obligations are not honoured on the respective due dates as per the ECS mandate and or the standing instructions. The details of Merchant's bank account through which the Merchant desires to arrange for payment to Worldline by means of ECS is provided in the Application Form. The Merchant shall provide valid standing instructions for debiting the Merchant's account in the manner as may be required by Worldline from time to time. The Merchant authorizes Worldline to avail all possible means for recovering fees and charges. Any delayed payments would attract interest @ 2% per month.

7. RECONCILIATION, SETTLEMENT AND PAYMENTS

7.1 Payments to the merchant

7.1.1 Merchant Settlement

- a) The Merchant settlements shall be made electronically into the Merchant Bank Account as mentioned in Application Form Any change in the mode or manner of making the payments shall be as per the process and upon such terms and conditions as mutually agreed between the Parties.
- b) The Transaction Amount(s), in respect of the Transaction of the Customer through the Payment Instrument as prescribed under this Agreement shall be received/aggregated by Worldline into its Nodal Account/ Escrow Account, as the case may be, and in the manner and as per the procedure prescribed by the Reserve Bank of India from time to time. Worldline shall, upon receipt of payment in the Nodal Account/ Escrow Account intimate the Nodal Bank / Escrow Account to make payments to Merchant Bank Account as per the details of payments provided by the Facility Providers within T+ 7 working days (where “T” is a Transaction day).
- c) The Merchant consents and agrees that Worldline shall pay to the Merchant for the Transaction Amount only after Worldline receives the Transaction Amount from the Facility Providers through Nodal Account/ Escrow Account. The Merchant further consents that Worldline shall not be liable directly or indirectly for any delay in Transaction Amount settlement by the Facility Providers. Worldline shall pay the Merchant the net amount after deductions of Worldline’ Fees and other deductions as mentioned below: (“Settlement Amount”)
 - i. Additional Fees and other dues as provided in this Terms and Conditions.
 - ii. All unsettled Transaction.
 - iii. Chargebacks received.
 - iv. the amount of refund due to any Customer in accordance with the procedure for refund set out under this Terms and Conditions;
 - v. Any penalties or charges which may be levied on Worldline by the Card Organizations or the clearing house viz. Reserve Bank of India or its local clearing agent arising, inter alia, out of excessive Chargeback of transactions or out of excessive failure of transactions or excessive customer disputes.
 - vi. Any out of pocket expenses incurred by Worldline and which, under this Terms and Conditions.
 - vii. Any overpayment made by Worldline account in any of the earlier settlements due to any computational or system errors or otherwise.
 - viii. Any outstanding amount from subsequent credits due to the Merchant and/or;
 - ix. Any other amount required to mitigate the risk exposure of Worldline on the Merchant.
 - x. Any taxes or claims required to be paid under law or in terms of the directions of any regulatory or legal authority
 - xi. 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 .
- I. Any other sum due from the Merchant or payable to Worldline under this Terms and Conditions.

- d) Payment of such Settlement Amount 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.
- e) 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.
- f) Subject to the terms of this Terms and Conditions, Worldline shall pay th 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.
- g) 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 .
- h) 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.
- i) 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.
- j) 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.
- k) 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:

7.2 Withholding of merchant payments

- a. If there are reasonable grounds to suspect that a Transaction conducted has been conducted in breach of this Terms and Conditions or as a fraudulent transaction, against the Facility Providers/ Worldline or any Customer, the Facility Providers/ Worldline shall be entitled to suspend / withhold the payments, pending enquiries by the Facility Providers/ Worldline and resolution of such issues.
- b. In the event of termination of this Terms and Conditions, taking into consideration the track record in terms of incidences of Chargeback during the tenure of the Terms and Conditions and/or the circumstances of termination of the Terms and Conditions, Worldline may be entitled to withhold from out of the amounts payable to the Merchant in terms of this Terms and Conditions to facilitate the settlement

and resolution of any Chargeback related issues arising out of any transactions done under this Terms and Conditions.

- c. These amounts shall be withheld for such period as may be then prevailing in respect of the time-period allowed to Customers for initiating a Chargeback under the Card Organization guidelines.
- d. 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.
- e. 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:
 - i. any Transaction entered into by Merchant is reported as fraudulent, unlawful or unenforceable;
 - ii. information provided by the Merchant to Worldline in respect of the Transaction is not received in accordance with Worldline's requirements;
 - iii. a Chargeslip is generated outside the Premises;
 - iv. the price charged for goods or services to the Customer is in excess of the advertised price;
 - v. 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:
 - vi. the Customer disputes the nature, quality or quantity of the goods and/or services covered by the Transaction;
 - vii. 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;
 - viii. the Transaction appears more than once to Customer's account;
 - ix. the Transaction is doubtful or erroneously paid to the Merchant; and
 - x. any other event or circumstance which Worldline shall from time to time notify to the Merchant in writing shall have occurred.
 - xi. 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
 - xii. 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;
 - xiii. 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;
 - xiv. Any charge/debit, the settlement of which is done more than 7 days after the charge/debit was authorized by Worldline to the Merchant
 - xv. Any charge/debit for unfulfilled / un-delivered Products

- xvi. 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.
 - xvii. 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.
 - xviii. Any charge that was previously billed for the correct & full amount.
 - xix. Any charges without prior authorization of Worldline as provided therein.
 - xx. Any charges with respect to which the Merchant has not resolved a Customer complaint /dispute in the given timelines.
- f. 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

7.3 Refunds

The Merchant, in the event that Products are not received by the 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.

7.4) Collaterals

- a. Reserve Deposit: As security for the obligations of the Merchant arising in terms of this Terms and Conditions, Worldline may retain a minimum amount as decided by Worldline from out of the amounts payable to the Merchant in terms of Clause 7.1 hereof. The Merchant agrees that from time to time Worldline may impose on it additional Reserve Deposit amounts, in order to reduce Worldline's reasonable apprehension of risk of loss under varying circumstances arising out of the Transaction conducted through the Payment Mechanism.
- b. Security Deposit: Additionally, the Merchant may be asked to furnish security deposit to protect Worldline's reasonable apprehension of risk. The Merchant agrees that Worldline will have the right to recover any outstanding amount from the security deposit as per the terms of this Terms and Conditions.
- c. The Merchant agrees that Worldline has right to adjust /setoff the Chargeback, penalties, Charges, loss or any claim under this Terms and Conditions against the above mentioned Reserve or Security Deposit, or debit the same to the Merchant Bank Account without any notice to the Merchant.
- d. The Merchant agrees that in addition to any general lien or similar right to which the Facility Provider or Worldline may be entitled by law, Worldline may at any time without notice to the Merchant combine or consolidate all or any of the Merchant's bank 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. MERCHANT'S REPRESENTATIONS AND WARRANTIES

8.1 Merchant represents, warrants and declares that:

- a. Merchant conducts its Business on the Premises wherein Equipment/s are installed.
- b. Merchant holds all the valid and subsisting licenses, permits and consents required for the conduct and operation of the Business.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 Worldline or offer and goods and services thereof in violation of any law or legal requirement of any applicable jurisdiction and shall keep Worldline fully indemnified for all times to come in this regard also.
- h. 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, it's employees or any of it's other officers].
- i. This Terms and Conditions is a legal and binding obligation of Merchant and is enforceable against the Merchant in accordance with its terms. Merchant shall

9. MERCHANT 'S COVENANTS

9.1 Merchant covenants that:

- a. The Merchant shall, when requested by the Customer, facilitate a Transaction 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.
- b. The Merchant shall enter into Transactions only in relations to goods sold or services provided by it to the Customer.

- c. 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 approved Payment System Operator or Reserve Bank of India and Card Organisation.
- d. The Merchant shall own, and not dispute for any reason whatsoever, Transactions effected
- e. 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.
- f. 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.
- g. The Merchant shall inform Worldline of its change of ownership or legal status or its cessation of business in writing 30 working days prior to its effective date.
- h. The Merchant shall comply with all the applicable regulations, guidelines, policies and processes of the Facility Providers , Card Organisation and Reserve Bank of India as may be amended from time to time.
- i. 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 13 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 :
 - i. All statements of fact contained therein, which are within the knowledge of the Merchant, are true and complete.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
- j. Worldline 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.

- k. 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 Worldline 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.
- l. In the event of any Customer complaining of any deficiency or defect in the Product, the Merchant shall take such measures as may be required to rectify the same. In the event the Merchant is unable to rectify the same, the Merchant shall forthwith compensate the Customer for any loss caused to the Customer.
- m. The Merchant shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all goods and services purchased for Customers in accordance with the highest standards. The Merchant shall ensure that all licenses and registrations required by the Merchant are in full force and effect to enable the Merchant to carry on the business of sale of goods and services. The Merchant assures and guarantees to Worldline, the Card Organisation and Facility Providers that the Merchant shall comply with all rules, byelaws and standards set by the Card Organisation, and the Facility Providers and Worldline
- n. The Merchant assures and guarantees that it shall not sell goods and services other than Product as mentioned in this Application Form and / or any transactions processed through the Payment Mechanism. The Merchant shall not carry out any activity, which is banned or illegal or immoral. The Merchant shall ensure that all licenses and registrations required by the Merchant are in full force and effect to enable the Merchant to carry on the business of accepting instructions from the Customer in respect of payments to be made by the Customer to the Merchant using the Services provided by Worldline.
- o. The price quoted for the Product displayed by the Merchant shall be inclusive of all taxes, levies and duties including in particular excise / customs duty, sales tax, service tax, octroi etc. The price would also be inclusive of Delivery and transportation charges.
- p. The Merchant further confirms, undertakes and assures Worldline that in the event of violation of any of the byelaws and standards of the Card Organisation and the Facility Providers by the Merchant and any penalty imposed by the Card Organisation and the Facility Providers on Worldline for any violation for any reason whatsoever, the Merchant shall on receipt of the claim from Worldline undertakes forthwith without any demur, protest, dispute or delay, to pay to Worldline, the amount of the penalty / fine imposed by the Card Organisation and Facility Providers on Worldline.
- q. Merchant shall furnish to Worldline forthwith, the original copy/copies of proof of transactions, invoices or other records of the Merchant pertaining to the any Order placed by the Customer . The Merchant shall retain all such records for a period of 10 years from the relevant date of the Order placed on the Merchant . Worldline and the Facility Providers shall be entitled to inspect the records and other data relating to the Customer Orders placed on the Merchant at any time whatsoever and without any prior notice.
- r. The Merchant hereby grants to Worldline and the Facility providers, a non-exclusive, royalty free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant shall prominently display, if applicable, a statement/logo/image provided by Worldline. This statement/logo/image must be prominently displayed to all Customers as notified by Worldline from time to time. The Merchant shall disclose its privacy policy on the Website and ensure that the Merchant conducts its business in accordance with the same. 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, which are offered through or included in the Website.
- s. The Merchant shall bear and be responsible for the payment of all sales, octroi, levies, customs duties and/or other relevant taxes, duties, levies, etc. imposed by any central government or state government or local authorities including statutory bodies (including any applicable withholding taxes) due upon the sale of the Product related to the Customer Orders received by the Merchant .
- t. The Merchant hereby undertakes and agrees:
 - i. Not to describe itself as agent or representative of Worldline and the Facility Providers;

- ii. Not to pledge the credit of Worldline in any way;
- iii. Not to make any representations to Customer or any third party or to give any warranties which may require Worldline and the Facility Providers to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to the Customer or any third party.
- u. The Merchant has the full right and/or authority to offer the Product and that it has and shall observe and comply with the applicable laws and regulations in each applicable jurisdiction including without limitation, all applicable licensing, securities, stamp duty, custom income-taxes and other taxes and other censorship regulations and laws whether in India or otherwise. The Merchant shall provide Worldline and the Facility Providers with such information and/or assistance as is required by Worldline and the Facility Providers for the performance of the Services and/or any other obligations of Worldline and Facility Providers under this Agreement.

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.

- v. 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 without limitation the passwords, account number, card numbers and PIN which may be assigned to them by their bank 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.
- w. The Merchant shall use the information regarding a Customer (including name, address, e-mail address, telephone numbers and other data) conveyed to the Merchant by Worldline, only for the purpose of completing the transactions for which it was furnished, and not to sell or otherwise furnish such information to others unless the Merchant has an independent source of such information or obtains the express consent of such customer. The Merchant shall not input the any Valid Card data or Bank Account information on Worldline Site , Facility Providers site and Payment Gateway themselves or their authorized employees, agents or any other person acting by through or under the Merchant's instructions, failing which it will be considered as breach of trust of Worldline and the Facility Provider by the Merchant.
- x. The Merchant understands and agrees to comply with all applicable standards, including the rules set by the Card Organisation and the Facility Providers. The Merchant agrees and undertakes that on an ongoing basis the Merchant will promptly provide Worldline and the Facility Providers, Card Organisation with the current addresses of each of its offices. In the event of any inconsistency between any provision of this Terms and Conditions and the standards set out by Card Organisation, the standards shall govern.
- y. The Merchant acknowledges that the Card Organisation, Facility Providers and Worldline have the right to enforce any provision of the standards and to prohibit the Merchant's conduct that may injure or may create a risk of injury to the Card Organisation, the Facility Providers and Worldline including injury to reputation, or that may adversely affect the integrity of the Card Organisation, the Facility Providers and Worldline's core payment systems, information or both. The Merchant agrees that it will not take any action that might interfere with or prevent exercise of this right by the Card Organisation, the Facility Providers and Worldline. The Merchant shall not do any act or conduct any activity that could affect the goodwill and reputation of Worldline or which might affect Worldline's interests in any manner.
- z. 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.

- aa. 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.
- bb. 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.
- cc. 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.
- dd. 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.
- ee. 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.

10. MERCHANT AUTHORIZATION

- a. The Merchant hereby acknowledges that Worldline may from time to time procure, extract or obtain credit related information about the Merchant from various credit bureaus including but not limited to Credit Information Bureau (India) Limited (CIBIL). The Merchant hereby agrees, authorizes and permits Worldline to procure, extract and or obtain such information without prior intimation to the Merchant.
- b. Merchant authorises Worldline to obtain from third parties financial and credit information relating to You, Your directors, officers and principals, as may be applicable, in connection with our determination whether to accept the Transaction Documents and our continuing evaluation of the financial and credit worthiness of You, Your directors, officer and principals, as may be applicable.
- c. The Merchant hereby acknowledges that Worldline may do Video based verification for on boarding Merchant. The Merchant hereby agrees, authorizes and permits Worldline to do Video based Verification.
- d. The Merchant hereby acknowledges that Worldline may from time to time procure, extract or obtain GSTIN and PAN information about the Merchant from any third party including government bodies. The Merchant hereby agrees, authorizes and permits Worldline to procure, extract and or obtain such information without prior intimation to the Merchant.
- e. The Merchant grants permission to Worldline to send Third Party Services communications through email, SMS, system, or website, which may include promotional messages. The Merchant acknowledges that they have the option to withdraw consent at any time to stop receiving such communications.

- f. By accepting this Terms and Conditions, you authorise us to hold, receive, disburse and settle funds on your behalf. Your authorisation permits us to generate an electronic funds transfer between the payment system providers and the escrow account to process financial transactions.
- g. Merchant consents and authorises Worldline to share their Personal information and Transaction details with Facility Providers or any Third Party Services providers for the purpose of availing services under this Terms and Conditions or enabling them to provide you additional services.
- h. Your authorisation will remain in full force and effect until Merchant Account is closed or terminated.

11. Representation and Warranties of Worldline:

Worldline represent, warrant and declare that:

- a. 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.
- b. it has taken all necessary action to authorise the execution, delivery and consummation of this Terms and Conditions;
- c. 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.
- d. Worldline shall neither handle any physical payments to the Merchant nor operate the bank account(s) of the Merchant on its behalf, under any circumstances.

12. WORLDLINE'S COVENANTS AND RIGHTS

- a. Based on the Representations, Warranties, Indemnities and Covenants made herein by Merchant, Worldline hereby permits the Merchant to enter into Transactions through a Valid Mode using the Equipment in terms of the procedures stated Part B and pay to Merchant the amount of such Transactions subject to other terms and conditions of this Terms and Conditions.
- b. Worldline reserves the right to amend this Terms and Conditions (or any procedures thereunder) in writing from time to time at its sole discretion.
- c. Merchant Data which may at any time be provided to Worldline in connection with the provision of Worldline Services may be held and used by Worldline to assess and process the Application Form, to establish, provide and administer the Worldline Services and to consider and fulfil Merchant instructions
- d. Worldline shall be entitled to decline to process any Transaction of a Customer if such Transaction does not comply with any of the terms and conditions of this Agreement. The Merchant shall comply with all operational procedures as may be specified by both Worldline and the Facility Providers from time to time and shall, in its contracts with its Customer, reserve the aforesaid right of Worldline and the Facility Providers and the Merchant shall indemnify Worldline and the Facility Providers against any claim made by any Customer against Worldline and the Facility Providers as a result of the exercise of the aforesaid right by Worldline and the Facility Providers.

13. CHARGEBACK

- a. 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:

- i. Transactions which are not in conformity with the provisions of this Terms and Conditions;
- ii. Transactions using a Card being shown as stolen/captured/pickup as an authorization response;
- iii. Transactions beyond the validity date shown on the Card;
- iv. Transactions where the Card is altered or mutilated or the Card face or signature panel strip is not normal;
- v. Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
- vi. Transactions incurred outside the territory authorised for use of the Card;
- vii. Transactions where the signature of the Customer on the Chargeslip is not the same as that on the Card;
- viii. Transactions incurred by forgery of the Customer's signature on the Chargeslip;
- ix. Transactions where the Chargeslip is incomplete or illegible as to the name of the Customer or other details or does not bear the proper signature of the Customer or is otherwise irregular;
- x. Transactions received by Worldline after 5 days of its date appearing on the Chargeslip;
- xi. Transactions which were previously billed by Merchant directly to the Customer;
- xii. Transactions in excess of the floor limit not separately Authorised;
- xiii. 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;
- xiv. Transactions for undelivered merchandise or service;
- xv. Transactions which the Customer refuses to pay because the merchandise or service were not as promised or were defective;
- xvi. Transactions where the Customer asserts a claim for set-off or counter claim against the Merchant or disputes his liability for any reason whatsoever;
- xvii. 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;
- xviii. Transactions in respect of which a Customer's complaint or request for an adjustment has not been resolved in given time line; and
- xix. Transactions which are transacted, recorded or submitted otherwise than in accordance with this Terms and Conditions.
- xx. 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.
- xxi. 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;.
- xxii. 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;

- xxiii. Any charge/debit, the settlement of which is done more than 7 days after the charge/debit was authorized by Worldline to the Merchant.
- xxiv. 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.
- xxv. 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.
- xxvi. Any charges without prior authorization of Worldline as provided therein.

- b. 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:
 - I. 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;
 - II. deduction of the relevant amount or any part thereof from any payments to Merchant;
 - III. 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;
- c. If there is insufficient funds available therein; the Merchant shall on receipt of the e-mail from Worldline and/ or claim from Worldline undertakes forthwith without any demur, protest, dispute or delay, to pay Worldline, the amount of the dispute / refund to the extent to which such funds proves inadequate. Without prejudice to any other of Worldline's rights and remedies, in the event that the Merchant does not make any payment to Worldline by its due date or on demand as required under this Terms and Conditions, Worldline shall be entitled to charge daily interest on such overdue amount from the due date of demand (as the case may be) until the date of payment in full, at the rate of 2.5% per month, as well after as before judgment.
- d. Where the Merchant is a partnership or a proprietary concern and a partner(s)/ the proprietor is in his individual capacity a Customer, such partner/ proprietor shall not use his Card for the purchase of goods from the Merchant and thereby seek to utilize 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.
- e. 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.

14. 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 Mode 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 Mode 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.
- d. 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 therefore Worldline 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 or from the Security Deposit of the Merchant available with Worldline.
- e. Worldline has no connection or interest of whatsoever nature in the business of the Merchant or the goods and services offered / marketed by the Merchant. Worldline does not in any manner take part in the business of the Merchant, directly or indirectly. Worldline 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 this Terms and Conditions
- f. The Merchant alone shall be responsible to its Customers and neither Worldline nor the Acquiring Bank or anybody connected to Worldline or Acquiring Bank shall have any responsibility or liability towards the Customers of the Merchant and the Merchant shall keep Worldline and Acquiring Bank fully indemnified for all times to come.

15. NO CONTRACT BETWEEN WORLDLINE AND CUSTOMER:

For the avoidance of doubt, in no event shall Worldline establish or be required to establish any contract for the sale and purchase of the Product with the Customer. The Merchant undertakes to inform the Customer that it is purchasing the Product solely from the Merchant pursuant to a sale and purchase agreement with the Merchant. The Merchant shall indemnify and keep indemnified Worldline from and against all claims made by any Customer(s) against Worldline as a result of a breach of this provision.

The Merchant shall have no authority to enter into any contracts on behalf of Worldline/ the Facility Providers, whether or not through or in relation to the Merchant Site.

16. CUSTOMER ENTITLEMENT:

The Merchant shall ensure that all sales made by the Merchant under this Agreement will be treated at least on par with sales made to other purchasers by the Merchant. All customers will be entitled to all terms of warranty, after sales service or otherwise as are generally may be available to other purchasers.

17. NO DELIVERY OR OTHER SERVICES:

Other than as expressly provided in this Agreement, 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 Product. Such services shall be the sole responsibility of the Merchant and the Merchant shall bear any and all expenses and/or costs relating thereto.

18. INDEMNITY

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 in respect of Transaction or Product of the Merchant.
- (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
- (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
- (k) Any charge back liability
 - a. Any hacking or lapse in security of the Website or the Customer data; or

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.

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 and Worldline Platform (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.

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.

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.

In event any loss or damage is suffered by Worldline and Facility Providers or the Customers, Worldline 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.

The aforesaid clauses shall survive the termination of this arrangement.

19. CONFIDENTIALITY

19.1 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.

Worldline will protect and use Merchant's Information in accordance with its Policies.

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 Obreach 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".

19.2 **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.

19.3 **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.

19.4 **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.

20. COMPLIANCE

20.1 Compliance of Applicable laws

The Merchant hereby agrees and confirms that 1) it is aware of and agrees to abide by all applicable laws including RBI regulations and Rules; and 2) Worldline will be entitled to stipulate or amend, operating rules relating to (i) the Transactions contemplated by this Terms and conditions; (ii) any services that may be rendered hereunder by Worldline; (iii) any use, ownership or maintenance of the Equipment and consumables provided by Worldline; (iv) any other matter relating to use or authorization of the cards; or (v) any dealing with Card Organisation, and the Merchant will abide by such Merchant Operating Instructions as per Banks/Card Schemes/RBI requirements.

20.2 PCI DSS

- a. In the interest of security of Transactions, the Merchant shall comply with the PCIDSS standards/other security guidelines and all related costs shall be borne by the Merchant. The Merchant provide details of any service providers who facilitate transactions on their to Worldline and their status of compliance (as applicable from time to time) if requested.
- b. Merchant shall comply with the provisions contained in Payment Card Industry - Data Security Standards ("PCI-DSS"), PA DSS and PCI PED, as published on www.paymentcardindustry.com. As part of PCI DSS obligations among other things, Merchant shall not store card authentication information (Track 2, CVV, PIN and PIN Block) and shall also not store valid Card information (Name, Expiry date) in electronic or paper form. Further, Merchant will ensure that no Card account number or actual Card data is stored at any time in any form or manner whatsoever. In addition, Merchant shall carry out quarterly vulnerability scans as prescribed by PCI Security Standards Council ("PCI SSC") in Approved Scan Vendor scan procedures, and send scan reports to Worldline . As per regulations issued by Card Organisation, the High Risk Merchants and Merchants carrying on transactions above the limits, decided by PCI SSC will have to get their controls validated through an external audit by a Qualified Security Assessor. Worldline Services shall reserve the right to impose penalties on Merchant if found in violation of PCI DSS requirements. Worldline shall issue periodic circulars/notifications to Merchant informing Merchant about PCI DSS requirements. The PCI DSS requirements are subject to change, updation, revision, verification and amendment without any notice. Merchant shall be under an obligation at all times to update and to comply with the revised/ updated/ changed/ amended/ verified PCI DSS requirements
- c. Merchant shall i) capture only the Transactions done in its establishment in the Equipment deployed; ii) not deploy any other payment applications in the Equipment which has the capacity to capture card number or card details except as agreed to by the Worldline and shall not store the CVV number, PIN/ magnetic stripe data or other personal information of the Customer in any form; iii) ensure that any software/ hardware utilized does not retain its original password and that all passwords are changed on a regular basis; and d) ensure that payment application software version used for processing card payments is PADSS (Payment Application Data Security Standard Council) approved and other global security standards for card present scenarios.
- d. If Merchant suffers a data compromise, it shall provide all information/ assistance to Worldline to conduct the forensic analysis

21. 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.
- b. 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 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.

22. NO WARRANTY

- a. 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 or Third Party Services shall be to use all reasonable endeavors to restore the services and/or access to the Payment Mechanism or Third Party Services 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.
- b. 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 or Third Party Services is provided uninterrupted, free from errors and free of virus, Worldline does not warrant that :-
 - i. The Payment Mechanism or Third Party Services will be provided uninterrupted or free from errors or that any identified defect will be corrected; or
 - ii. the Payment Mechanism or Third Party Services is free from any virus or other malicious, destructive or corrupting code, program or macro; or
 - iii. there will be no breakdown or technical flaw in the Payment Mechanism or Third Party Services; or
 - iv. the Payment Mechanism or Third Party Services shall provide any function not set out or described in any associated documentation provided by the Service Provide and the Facility Providers and Worldline .
- c. Worldline and the Facility Providers makes no express or implied warranty with respect to the Payment Mechanism or Third Party Services, including without limitation any warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose.
- d. 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 or Third Party Services, the Merchant shall not hold Worldline, and the Facility Providers responsible for any breakdown / interruption or any technical flaw in the Payment Mechanism or Third Party Services and/or any consequent delay or failure in completion of payment instructions as a consequence thereof.
- e. 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.

23 SECURITY

- a. 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.
- b. 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' security measures as may be applicable from time to time.
- c. 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.

24. 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 endeavors to ensure that the Payment Mechanism and Worldline Platform continues to be operational and available during such Maintenance Services and in the event the payment Mechanism and Worldline Platform 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/ Worldline Platform due to the Maintenance Services or otherwise.

25. MODIFICATIONS TO THE SERVICES:

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.

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.

26. LIMITATION OF LIABILITY:

- a. 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.

b. . 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:

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

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

27. RIGHT TO AUDIT

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.

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) 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.

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

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

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

28. INTELLECTUAL PROPERTY RIGHTS

The Merchant hereby grants to Worldline and the Facility Providers a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant 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.

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 Worldline relating to the facility offered by Worldline, which will be prominently displayed.

Worldline has all Intellectual Property rights in Worldline Services and Worldline Platform.

Nothing contained herein shall authorise the Merchant to use or in any manner exploit the intellectual property rights of Worldline and Facility Providers without prior written consent of Worldline and the Facility Providers and the usage shall be in compliance with the such approval and policies as may be notified from time to time. The Merchant undertakes not to infringe the intellectual property rights of Worldline in the Worldline Platform, whether directly or indirectly through any third party.

The Merchant warrants that the Merchant shall only use the Worldline Platform only for the purposes of this Terms and Conditions. The Merchant, its employees or its agents shall not use the Worldline Platform, 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 Worldline Platform 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 Worldline Platform, disassemble, reverse engineer, decompile, decode or attempt to decode the Worldline Platform, or allow the Worldline Platform to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the Worldline Platform.

29. TERM AND TERMINATION

- a. This Terms and Conditions shall continue to remain in force until and unless otherwise terminated pursuant to the provisions of this Terms and Conditions.
- b. 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.
- c. 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 Merchant does not pay the Worldline Fees on time on time
 - (iii) if the Merchant breaches any of the terms and conditions or procedures contained herein;
 - (iv) if the Merchant becomes bankrupt or insolvent or likely to be so in the sole discretion of Worldline;
 - (v) if the Merchant is, in the sole discretion of Worldline, involved in or has facilitated any suspicious transaction or fraud;
 - (vi) if there are no no transactions using the Equipment for a continuous period of 45 days.
 - (vii) If Facility Provider does not approve the Merchant
- d. 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.
- e. Upon termination of this agreement with Worldline, it is possible that the Worldline Platform may no longer support the utilization of Third Party Services and Worldline shall not be responsible for this in any manner.

30. CONSEQUENCES OF TERMINATION:

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

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

- b. 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.
- c. 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.
- d. All risks and responsibilities on chargebacks under provisions of Clause 6.9.5 shall continue for a period of six months post termination.
- e. The Merchant shall disclose all completed Transactions to Worldline.
- f. 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.
- g. 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.
- h. Worldline may in its discretion suspend the authority of the Merchant to enter into a Transaction after service of notice of termination.

31. 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 .

32. 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.

33. PRIVACY AND COMMUNICATION

- a. Merchant privacy is extremely important to us. upon acceptance of this Terms and Conditions Merchant confirms that you have read, understood and unequivocally accepted our policies, including the provisions of our privacy policy.
- b. By using our Worldline Services , you agree that Worldline can use Merchant Data in accordance with this Terms and Conditions and the Privacy Policy. You understand that Worldline may share information that you provide to Worldline including Third Party Service Provider, in order to provide you the Services and satisfy Applicable Law, regulation, legal process or an enforceable governmental request
- c. We will handle any information We collect about You, Your directors, officers and principals, as may be applicable, in accordance with this Terms and Conditions and Privacy Laws, our privacy collection

statements and privacy policies. For Your reference, Worldline's privacy policy is available on the link _____ or visit www. _____ and click on "Privacy Notice". We will implement all data security measures required by such laws and policies.

- d. You, Your directors, officers and principals, as may be applicable, acknowledge and unconditionally agree that information that is collected about You, Your directors, officers and principals, including any information/data relating to Worldline Services provided to You or Third Party Service Provider (as may be applicable), or held by Us may be shared Worldline and Third Party Service Provider in connection with the Terms and Conditions and in accordance with Our privacy collection statements and privacy policies, and You consent to such sharing of information. We shall at all times comply with applicable laws in relation to data collected and shared.
- e. You authorise Us to share information from Your Application Form (including but not limited to KYC details, transaction details, bank account details etc. to third party/s, Affiliates and Associations (which may be located overseas) as relevant to the transaction.
- f. You authorise Us to share any information about You, Your directors, officers and principals, as may be applicable, with any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority which has jurisdiction over Us or Our related entities (which may be located inside or outside of India).
- g. You irrevocably authorise Us to discharge and/or release to the relevant Card Organisation all or any of the documents, figures, codes, data and information of whatsoever nature which from time to time or at any time You disclose or release to Us and/or We may have access to under or by virtue of Your participation in the Card Organisation, any transaction contemplated in the Terms and Conditions and/or in relation to or in connection with the Terms and Conditions; and/or which any Card Organisation may lawfully require Us to provide to it from time to time or at any time.
- h. You consent that Worldline may contact You to market their own or third party partner product/services. Further, You also agree to receive promotions and special offers on mobile/statement by email. Further, You hereby authorise us to share Your information (including but not limited to KYC details, transaction details, bank account details etc.) if required with third parties for them to offer their products and/or services to You. . In case You wish to unsubscribe or revoke Your consent from such authorisation at any time in future, You can send us an email or contact Our customer service.
- i. You agree may Worldline use transaction data obtained from providing Worldline Services to You to fulfil performance obligations under the Terms and Conditions and investigate fraud, or suspected fraud, related to Your transactions. Worldline may also use transaction data obtained from providing Worldline Services under the Terms and Conditions in aggregated and anonymised form (as required by applicable Laws) for research and development, or to provide services generally.
- j. You may address any complaints or discrepancies in relation to the processing (including storing and using) of your Personal Information (including Sensitive Personal Information) to:

GRIEVANCE OFFICER

Name

Address

Ph:

Email:

Communication.

You agree and specifically consent to the collection, storage and use of your information for communications from or with Worldline. You further agree and specifically consent that Worldline may, on our own or through Third Party Service Provider, send you emails, SMSs, or communicate with you through other means, for:

- i. providing you with Worldline Service and transactional or account related information;
- ii. promoting Worldline services;
- iii. promoting Third Party Service Provider's and Group Companies' services, including any offers or schemes or prizes that may be provided by these entities;
- iv. promoting new products and activities of Worldline;
- v. investigating or resolving any product or Program related concerns including complaints;
- vi. obtaining your invaluable feedback; or
- vii. facilitating Merchant offers or vouchers.

Feedback.

In order to serve you better, we may also send you surveys to understand: (i) your experience with Worldline Services , and/or (ii) your needs and requirements.

You may choose to, or we may invite you to, submit comments or ideas about Worldline Platform and Worldline Services , including without limitation about how to improve the Worldline Services . By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non- confidential basis or otherwise to anyone.

34. COMPLAINTS AND REGULATORY AND GRIEVANCE REDRESSAL

Any complaints or concerns with regards to content of Worldline Platform or comment or breach of this Terms and Conditions or any intellectual property of any user, instances of customer grievances, regulatory queries and clarifications shall be informed/communicated to the nodal officer at the co-ordinates mentioned below in writing :

NODAL OFFICER

Mr.

Address:

Ph:

E-mail:

35. GENERAL

- a. The Merchant shall not, and Worldline shall be entitled to, transfer or assign its rights or obligations under this Terms and Conditions.
- b. Any notice or communication sent by Worldline to the Merchant via email or message on the registered email or registered mobile number of the Merchant or via or in - app notification shall considered a valid written notice and shall be deemed to have been duly served on the day such email, message or notification is sent.
- c. 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.
- d. 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.
- e. Worldline reserves the right at all times to amend the terms and conditions hereof in writing which will become effective upon such amendment.
- f. 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.
- g. 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.
- h. The provisions of this Terms and Conditions which by its nature survives shall survive the termination of the arrangement between the Merchant and Worldline.
- i. 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.

- j. The Merchant fully understands that Worldline provides services under this Agreement to the Merchant strictly on non-exclusive basis and therefore nothing in this Agreement shall prohibit Worldline from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.
- k. 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 Worldline and the Facility Providers nor make any representations to Customer or any third party or to give any warranties which may require Worldline and the Facility Providers to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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, NPCI and DFS logos on the Premises publicizing the acceptance of VISA , MasterCard ,NPCI and DFS.

36. RESTRICTED MERCHANT CATEGORIES

As it is in all businesses, there are certain categories where no banking facility should be ideally leveraged and as part of the financial industry, Worldline also complies with the policy and procedures laid down as per Industry standards. Hence, below category of merchants are restricted from availing Worldline Services.

This list will be updated here time to time.

1. Merchants involved in intangible goods/ unrealistic services (businesses offering treatments that claim to restore beauty/ youth)
2. Where reputational damage can happen to the Acquirer by implication, such as Dance bars, Massage parlours, Escort services, merchant establishments dealing in pornography, Online Adult Membership, Adult Book Stores, Adult Telephone Conversations and other socially unacceptable merchandise / services
3. Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes
4. Offensive goods which includes literature, products or other materials that: a) Harms reputation of any person or groups of people based on race, ethnicity, national origin, religion, sex, etc. b) Encourage or incite violent acts c) Promote intolerance and/or hatred.
5. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials
6. Military arms, firearms and ammunitions
7. Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances.
8. Selling legal highs (including, narcotics or other psychotropic substances)
9. Tobacco, cigar and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products
10. Counterfeit and unauthorized goods, which include replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods.

11. Lobby groups
 12. Casinos and gambling equipment, including “Junket Operators” that arrange gambling tours; Sweepstakes, Lotteries, raffles and gambling outlets etc.
 13. Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content
 14. Betting, bookmaking, racing - Car/ Animals
 15. Live animals or hides/skins/teeth, nails and other parts etc. of animals.
 16. Body parts, which includes organs or other body parts – live, cultured/preserved or from cadaver
 17. Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction
 18. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
 19. Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a recognized and licensed medical practitioner in India or anywhere else.
 20. Multi-Level Marketing collection fees or sites using a matrix scheme approach
 21. Credit repair companies /debt consolidation firms
 22. Money Changers, Remittance Services, Money Transmitter, Check Cashing Business, Currency Exchange
 23. Businesses where unscrupulous traders are present (E.g. pawn-brokers, money-lenders etc.)
 24. Entities engaged in chit funds / unauthorized financial schemes
 25. International merchants not having local presence in India
 26. Mining / Oil drilling & refining
- Houses of worship (e.g., churches, temples etc. for donations) owned or funded by politically exposed persons, religious organizations or institutions / Charities or Non-profit organizations
27. Merchants operating from mobile offices
 28. Merchants engaged in products or services where specific licenses are required to operate by regulatory bodies or local jurisdiction where licenses are not available or are invalid
 29. Merchant establishments where the promoter/partner/proprietor/owner’s name appear in the RBI Defaulters/negative list / Bank’s internal negative list or such other list which may be published by the partner bank from time to time
 30. Merchants involved in any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India
 31. Jewellery merchants
 32. Any form of club memberships

PART B -Special terms and conditions

The following special terms and conditions shall be applicable for below mentioned Services and shall be deemed to be incorporated into this Terms and Conditions and shall be considered as part and parcel of this Terms and Conditions.

Special terms and conditions PoS transaction (Instore)

1. Merchant Undertaking

- a. The Merchant shall not swipe his own card or Other Payment Instrument.
- b. The Merchant is not allowed to do any transactions related to purchase, sale etc. of shares or other securities.
- c. To avail the facility of lower MDR, the Merchant confirms that
 - i. The-Merchant turnover for previous financial year is up to INR 20 lakhs, making the Merchant eligible for lower MDR on debit card transactions as per aforesaid RBI Circular.
 - ii. The Merchant agrees to submit declaration regarding the merchant turnover from time to time to Worldline.
 - iii. Merchant agrees that failing to provide proof mentioned in clause 4.13.2 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.

2. PROCEDURE FOR TRANSACTION TO BE FOLLOWED BY THE MERCHANT

- a. The Merchant shall, as primary verification of the Card:
 - i. ensure that the Card is a Valid Card;
 - ii. identify, in case of photo card, the person desirous of Transaction with the photograph on it;
 - iii. ensure that the signature panel strip on the reverse of the Card is normal;
 - iv. 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
 - v. 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/-.

- b. 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 Customer to enter the identification number if so required providing the Customer sufficient privacy to do so) so as to obtain Authorisation and generate a Chargeslip.
- c. The Merchant shall obtain the Customer'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.
- d. 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.
- e. 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 Customer. In such cases the Merchant shall forthwith inform the incidence to Worldline for seeking further instructions.
- f. The Merchant shall provide to the Customer the copy of the Chargeslip marked as Customer's copy.
- g. 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.
- h. 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.

3.MERCHANT S FURTHER COVENANTS

3.1 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 / Lost 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
- j. . on termination of the arrangement between the Merchant and Worldline, the Merchant shall immediately on such termination return the Equipment to Worldline in good and working condition (save and except normal wear and tear). Merchant hereby agrees, acknowledges and authorizes Worldline to recover the cost of the Equipment from ECS or valid standing instructions in the event the Merchant fails to return the Equipment upon termination of the arrangement between the Merchant and Worldline or the Equipment returned are damaged.
- k. use the SIM Card only with the Equipment and only for the purpose of carrying out Transaction
- l. The Merchant agrees and acknowledges that Worldline has granted to the Merchant only a limited right to use the Equipment as per this Terms and Conditions within the territory of India and the ownership will remain with Worldline except in case of purchase of Equipment. Upon termination of the arrangement between the Merchant and Worldline, the Merchant shall be responsible to pay the price of the Equipment(s) and/or return of the functional Equipment(s) save and except where the Equipment is purchased by the Merchant.

3.2 Valid Card / Payment Instrument Acceptance

The Merchant shall:

- (a) honour a Valid Visa/MasterCard/Mastro Card / RUPAY or Other Payment Instrument 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 Customer for the use of the Card or Other Payment Instrument, subject to the instructions/circulars/advisories issued by Worldline
- (d) not place any minimum limit on the Transaction for the use of Valid Mode, subject to the instructions/circulars/advisories issued by Worldline

3.3 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 M PoS (Mobile 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

Worldline as 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 presentment 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) The Merchant shall capture only the transactions done in its establishment in the Equipment deployed. On no account, shall the Merchant offer to capture the Transaction done on other establishments.
- (m) The Merchant shall follow the procedure, for accepting the Transaction through Other Payment Instrument, as communicated by Worldline from time to time.

.(n) The Merchant in handling transaction(s) via the Equipment must ensure that the extraction of data from the Valid Card or the Other Payment Instrument must be in the manner specified by Worldline (this may vary from time to time but Worldline will give prior notice of variation to the Merchant

(o) The Merchant understands and acknowledges that the Facility Providers reserve the right to impose limits on the number of transactions undertaken using a particular Valid Mode and the value of a single transaction during any time period, and reserves the right to refuse to make payments to the Merchant in respect of Transactions exceeding such limit. Worldline also reserves the right to fix a daily merchant limit (i.e. the amount beyond which the Valid Mode cannot be accepted in a day on the Equipment or such other limits as may be specified by Worldline from time to time.

3.4 Customer Handling

The Merchant shall:

- (a) deliver to the Customer a true and completed copy of the Chargeslip;
- (b) if a Card is left behind by the Customer on the Premises:
 - (i) return it to the Customer subject to receiving the Customer'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.

3.5 Authorisation Of Charge:

- i) The Merchant must obtain an authorization from Worldline for any and every charges incurred by the Customer.
- ii) Authorization in respect of charges can be obtained by swiping the Valid Card using the Equipment or Other Payment Instrument.

- iii) 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.
- iv) Splitting of charges into two (2) or more charges slips will not be acceptable to Worldline.
- v) 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.

Special terms and conditions QR Code Transaction (Instore)

- 1 For availing QR Code based payment option provided by Worldline ("QR"), the Merchant shall register on the Worldline Platform in the manner as may be notified by Worldline from time to time. The Merchant shall be responsible for providing correct details for generation of the QR Code by Worldline. Further, the Merchant shall be liable for any and all consequences arising out of any incorrect, incomplete or erroneous information supplied in this regard
- 2 The Merchant undertakes to use the QR mode of payment for the Customers only and shall not take undue advantage of the feature by scanning Merchant's own or Merchant's relatives payment application.
- 3 Worldline at all times reserve the right to impose limitation on the number of transactions or amounts that can be paid through QR available at the Merchant's location.
- 4 The Merchant agree and understand that Worldline is only a payment facilitator and the Merchant shall at all times be responsible and liable for the payment data and other such details provided by the Customer through Worldline Platform.
- 5 You understand that the QR Code which shall be generated by Worldline for you is unique and specific to you . Specifically, you agree and acknowledge that Worldline shall not be liable in any manner whatsoever for any negligence or misuse of the QR Code by you or your agents, employees, representatives or Customers
- 6 Worldline reserves the right at any time to modify or discontinue, temporarily or permanently, QR services
- 7 QR payment is subject to the Terms and Conditions applicable to the Card
- 8 The Merchant agrees and accepts that the UPI Services is provided by Worldline in line with the NCPI and RBI's guidelines which are subject to change from time to time. The Merchant shall use the UPI Services and/or the QR Code in line with applicable laws and regulatory guidelines only for authorised purposes. The Merchant and/or User shall be held responsible in the event of any unauthorised or fraudulent transactions.
- 9 Merchant agrees that all payment processing effected on the Equipment , installed in the premises of the Merchant, shall be deemed to have effected by the Merchant, its authorised employees/ agents and it shall not dispute, claim or deny the payment processing.

Special terms and conditions EMI transaction

1. The Merchant undertakes to facilitate disbursement of pre-approved loan / limit amounts from Issuer/NBFC enlisted with Worldline to Customers through Worldline Platforms in accordance with the term of this terms and Conditions

For Bank EMI transaction, the merchant shall as the choice of paying the transaction in EMI and the tenure of payment of the transaction,

For Brand EMI transaction, the merchant has to offer Brand EMI only for the products approved by the brands.

Merchant understands that Worldline services can enable connectivity to various Issuer Banks/NBFCs who may offer Loan/EMI facility. Merchant agrees such EMI offers are at the sole discretion of Issuer Banks/NBFCs. Worldline has no role to play in the same. Such Issuer Banks/NBFCs may charge rates of interest from customers as per their prevailing rates of interest which may change from time to time without any prior notice

2. Merchant agrees to follow the guidelines issued by Reserve Bank of India from time to time in relation to EMI Transactions. Merchant agrees that Worldline will not be responsible for any loan defaults of credit/debit card/NBFC card customers as it is a direct transaction between Issuer Bank/NBFC and customer.

3. The interest rates are subject to change as informed by relevant Issuer Banks/NBFCs.

4. Minimum & Maximum transaction amount on which EMI can be offered is set as per the limit prescribed by the Issuer Bank/NBFC/OEM.

5. The Merchant agrees not to advertise / market / publicize in any manner, EMI schemes as "zero percent" / "interest free" in letter and spirit.

The merchant shall perform Bank EMI transactions only after getting consent from the card holder.

The Brand EMI transactions has to be performed on products approved by the brands.

6. Merchant shall promote goods & services through EMI-Scheme/loan facility on debit cards issued by certain Issuer bank/NBFCs such as (notified from time to time) and such facilities shall be provided by the Issuer Bank/NBFC to its customers and cardholders via its Merchant Stores.

7. Issuer Bank/NBFC in discretion approves/disapproves any EMI Scheme or loan facility, as the case maybe.

8. All taxes / Government taxes, duties, levies and surcharges shall be charged over and above the interest amount. Worldline or Facility Providers can print any campaigns / promotional details on the customer charge-slip .

9. For Debit EMI only, upon approval from the concerned Issuer Bank, Worldline shall undertake a validation transaction of Rs. 1/- via acquiring network for the purpose of authentication of the Customer and collect the remaining loan amount from the Issuer Bank and forward the same to the Merchant's account after deducting the service fees (as mentioned in agreements executed between parties) and applicable taxes.

10. Worldline only facilitates EMI-related cashback offers and schemes on its Equipment. For any queries related to credit of cashback or offer details, please reach out to the respective brands/banks.

11. Merchant understands and acknowledges that any offering by Merchant to the customer towards Instant payback/ cashback / discount program (wherein the participating customers would be provided the benefit of instant redemption at the time of purchase of the Goods/ Services subject to fulfilment of applicable terms and

conditions) shall be set off upfront from the transaction amount and accordingly the settlement by Worldline to the Merchant shall be done with the net amount.

12. Upon authorization, all EMI POS transactions shall be presented and settled in accordance with terms of this Terms and Conditions. For the purpose of POS EMI transactions, "Valid Charges" shall mean a charge within the amount authorized by the lender, which is charged to the Customer on a Transaction Receipt in the form and manner prescribed by Worldline. This could be one time processing fee charged to the card holder depending on the issuing / NBFC

13. The Customer may request disbursement from lender through Worldline Platform for purchase of goods and services from the Merchant and the Merchant shall initiate the processing of the POS EMI request in the manner as intimated by Worldline from time to time. However, the Merchant shall deliver its goods and services only upon receipt of authorization by the lender through Worldline Platform.

14. The Merchant agree and acknowledges that Worldline shall be entitled to deduct MDR for POS EMI transactions as may be notified by Worldline from time to time.

15. It is hereby clarified that Worldline is only facilitating disbursement of pre-approved loans / limit from the lender to the Customer. The Merchant shall be solely responsible for settling and/or processing any refund claim that may be raised by Customer relating to POS EMI transactions.

16. Partial pre-payment or partial closure is not permitted on this EMI facility as per the issuer agreement

17. The EMI facility once approved and processed can only be pre-closed. In case of pre-closure of the EMI facility, a charge may be applicable. Along with pre-closure charges, pro-rata interest applicable and credit card outstanding balance at the time of pre-closure have to be repaid for pre-closure of the EMI facility. Additional interest if any on the principal outstanding from last statement date till date of EMI facility pre closure needs to be paid by the cardholder.

18. The EMI facility once approved and processed cannot be cancelled. • Interest rate and processing fees confirmed at the time of applying will be applicable. The interest is calculated using the reducing balance method. • Tenure confirmed at the time of applying cannot be changed. • Processing fees will not be reversed under any circumstances.

Special terms and conditions for Dynamic Currency Conversion (DCC) transaction

1. DCC transactions will always be paid out to the Merchant in the Merchant's own currency (INR), even though they will be processed in the Cardholder's currency. In accordance with the rules of Visa and MasterCard, this shall also apply to cancellations and refunds of a DCC transaction.

2. The Merchant shall strictly comply with the rules of Visa and MasterCard with respect to the DCC service. The Merchant shall in particular ensure that the Cardholder is always given an objective choice to execute the transaction either in the Merchant's currency, or to have it converted to the Cardholder's currency by virtue of the DCC service. In addition, all essential elements (such as the transaction amount in the Merchant's currency, the transaction amount in the Cardholder's currency, the mark-up, the exchange rate, as well as the source of the exchange rate – i.e) shall be clearly communicated to the Card holder before the transaction is confirmed, so that the Cardholder can make an informed choice. This information must also be printed on the transaction ticket / invoice, together with the disclaimer imposed by Visa and MasterCard.

3. The DCC service can only be applied to sales transactions, and pre-authorizations or reservations. If the pre-autherisation is done in DCC currency, then the pre-auth completion also should be done in DCC currency only. The DCC service can also be used for cancellations and refunds.

4. The Merchant is responsible for every dispute submitted by the Cardholder (and the possible debiting that would follow) relating to DCC transactions that were not executed with the Cardholder's free choice and/or that lacked the information set forth in this clause

5. DCC is selectively offered to Merchant by any applicable Acquiring Bank and not by Worldline/Visa/MasterCard.
6. The Merchant will at all times inform and seek consent of cardholder to initiate a DCC transaction.
7. The Merchant will also inform the cardholder on the choice of currencies that is offered and the exchange rate.
8. Merchant indemnifies and shall defend any claim on DCC transaction that maybe initiated by a scardholder.

Special terms and conditions for Cash@PoS transaction

- 1.Cash@POS is a facility through which debit card issue in India can withdraw cash by swiping their Debit card (issued in India) at POS Terminals at merchant locations in India.
- 2.Merchant should accept only Debit Cards issued in India for cash disbursement of maximum Rs. ₹2,000 per transaction within an overall monthly limit of ₹10,000 across all locations (Tier 1 to 6 centres) and shall handover the cash to the cardholder only after printing of the charge slip.
3. Merchant should not ask/demand any fee/charges from the Customer for Cash@Pos.
- 4.This facility is available to the Customer even if he does not make a Purchase transaction at Merchant Premises.

Special terms and conditions for Tap on Mobile (Soft PoS) transaction

1 Tap on Mobile

- (i) If Worldline has agreed to provide the Tap on Mobile product to the Merchant, this will be specified in the Application and this condition applies.
- (ii) The “Tap on Mobile” system is a software solution to be installed on Eligible Mobile Devices which enables contactless payments.

2 Tap on Mobile licence

- (i) All components of the Tap on Mobile App (the “App”) are protected by copyright and must only be used as intended.
- (ii) The Merchant is granted a non-exclusive and nontransferrable licence to use of the App in India for the purpose of processing contactless payments from the Merchant’s customers using an Eligible Mobile Device during the term of the Terms and Conditions (“the licence”). Worldline may revoke the Merchant’s licence at any time on reasonable notice to the Merchant or immediately if the Merchant materially breaches the terms of the Terms and Conditions.

(iii) The Merchant does not acquire any rights in the App.

(iv) The Merchant must not:

- (a) modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Tap on Mobile system except to the extent permitted by and in accordance with applicable law; or (b) purport to sub-license to third parties the right to use the App without the prior written consent of Worldline.

3 Tap on Mobile App

- (i) The Merchant must download the App from the Indian Google Play store. The App can be installed on any Eligible Mobile Device. To use the App, the Merchant must use a 3G/4G/5G or Wi-Fi internet connection.

- (ii) The App will be governed by the rules of the Indian Google Play Store and Worldline will take steps to advise the Merchant of these rules.
- (iii) Notwithstanding that the App will be downloaded from the Google Play Store, Worldline provides the Merchant with the App and is responsible for the App.
- (iv) The Merchant must ensure at all times that the latest available version of the App is installed. The Merchant must promptly install all updates.
- (v) The Merchant may only use the App to process Transactions with contactless Cards which satisfy the requirements of Worldline, are permitted under the Terms and Conditions and satisfy requirements of the relevant Card Scheme notified to the Merchant from time to time. The Merchant must not use the App to process Transactions with contactless Cards that are modified, damaged or expired or in breach of the Terms and Conditions.
- (vi) Worldline makes no representation or warranty that the App is always available without interruptions or faults or that the information is always correct or complete. To the maximum extent permitted by law but without limiting any statutory warranties under the Consumer Protection Act , Worldline excludes all warranties and representations with respect to the App.
- (vii) The Merchant acknowledges that Worldline may, in its discretion, stop the operation of the App entirely or in part or remove features from the App, for all Merchants, a class of Merchants or an individual Merchant, if Worldline reasonably considers that continued operation of the App or a feature of the App may cause loss to Worldline, Merchants, Card Schemes or Cardholders or if Worldline is no longer able to offer the App or a feature of the App because it becomes a breach of Law or impossible in practice for Worldline to do so.
- (viii) The Merchant acknowledges and agrees that:
- (a) it is responsible for identifying and registering employees who will be given access to the App with login credentials;
- (b) it will keep a record of all personnel who have been given access to the App, when they were given access to the App and when their access was disabled;
- (c) it will regularly train all personnel on the correct handling and use of the App;
- (d) it will immediately disable access to the App for any personnel who end their employment with the Merchant;
- (e) it will take appropriate steps to ensure any Eligible Mobile Device used to access the App has the appropriate software to access and operate the App, is password protected and is protected against malware, viruses and unauthorised access;
- (f) passwords for the App and the Eligible Mobile Device used to access the App must be changed regularly;
- (g) it will ensure that all login credentials are provided only to those of its employees who are registered to use the App and that those employees are required to maintain the strict confidentiality and secrecy of their credentials and not record it in any written form;
- (h) it will ensure all login credentials are adequately protected against access by unauthorised third parties;
- (i) it is solely responsible for the use of the App including by employees;
- (j) any party that accesses the App using the login credentials of the Merchant or an employee of the Merchant will be treated as having been authorised by the Merchant to use the App and the Merchant will be liable for that party's conduct;
- (k) if the Merchant believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the login credentials or the App, or any other breach of security in relation to App, it must immediately notify Worldline and disable the App; and
- (l) it will comply with all reasonable instructions provided by Worldline, , in relation to the use of the App.
- (ix) Android and Google Play are registered trademarks of Google LLC.

Special terms and conditions for Signcatch services

1.1 Worldline shall include Signcatch services as part of its bundled services offering to the Merchant. The Signcatch services enable the Merchant to efficiently manage its retail store operations, including inventory management, point-of-sale transactions, customer management, and analytics.

2. Signcatch Services

2.1 Signcatch is a third-party vendor, and Worldline shall not be liable or responsible for any aspect of the Signcatch services, including but not limited to performance, functionality, availability, or support.

2.2 Merchant acknowledges and agrees to adhere to the terms and conditions specified on the Signcatch website: <https://www.signcatch.com/terms-of-use>. Merchant shall ensure its compliance with this terms and conditions.

3. Liability and Responsibility

3.1 Worldline shall not bear any liability for losses, damages, or claims arising from the use of Signcatch services by the Merchant or any third party.

3.2 Merchant understands that any engagement with Signcatch, including any transactions or agreements, is entirely independent of this Agreement. Merchant acknowledges that Worldline shall not mediate, intervene, or be held liable for any disputes or disagreements between Merchant and Signcatch.

4. Service Coordination

4.1 Merchant shall directly contact Signcatch's support for any issues, inquiries, or technical support regarding Signcatch services. Worldline shall not participate in any coordination, resolution, or communication related to such matters.

4.2 Merchant agrees to promptly notify Worldline of any issues encountered while using the Signcatch services, but acknowledges that Worldline's responsibility is limited to being informed and does not extend to resolving such issues.

5. Data Privacy and Security

5.1 Merchant acknowledges that Signcatch services may involve the collection, storage, and processing of data, including sensitive customer information. Merchant agrees to comply with all applicable data protection laws and regulations in its use of Signcatch services.

5.2 Worldline shall not be responsible for any data breaches, unauthorized access, or security incidents related to Signcatch services. Merchant shall directly address any data security concerns with Signcatch.

6. Changes to Signcatch Services

6.1 Worldline shall not have any control over changes, updates, or modifications made to Signcatch services. Merchant acknowledges that Signcatch may update its services from time to time, and Merchant is solely responsible for adapting to such changes.

Special terms and conditions for Insurance Services

1.1 Worldline shall offer insurance services as part of its bundled services to the Merchant. The insurance services shall encompass general insurance coverage, protecting the Merchant's operations and assets as specified in the insurance policy provided.

2. Third-Party Insurance Provider

2.1 The insurance coverage offered by Worldline is provided through a third-party insurance provider ("Insurance Provider"). Worldline acts as a facilitator in connecting Merchant with the Insurance Provider and is not liable for any aspect of insurance coverage or claims processing.

3. Policy Terms and Conditions

3.1 Merchant acknowledges and agrees to adhere to the terms and conditions outlined in the insurance policy provided by the Insurance Provider. It is the responsibility of the Merchant to review, understand, and comply with the policy terms.

4. Limitation of Worldline's Liability

4.1 Worldline shall not be liable or responsible for any issues, losses, damages, or claims arising from the insurance services provided by the Insurance Provider. The Insurance Provider shall be solely responsible for the accuracy, adequacy, and execution of the insurance coverage.

5. Claims and Service Coordination

5.1 In the event of an insurance claim, dispute, or inquiry, Merchant shall directly communicate with the Insurance Provider for resolution. Worldline shall not mediate or intervene in any insurance-related matters and is not responsible for coordinating claim processing.

6. Privacy and Data Sharing

6.1 To facilitate insurance coverage, Merchant agrees to share certain operational and asset-related information with the Insurance Provider. Merchant acknowledges that the sharing of such information is essential for assessing insurance needs and determining coverage.

7. Payment and Premiums

7.1 The cost of insurance coverage, including premiums and charges, shall be determined by the Insurance Provider based on various factors, such as the nature of Merchant's business operations and assets. Worldline shall remit all insurance-related payments directly to the Insurance Provider.

8. Changes to Insurance Coverage

8.1 Worldline shall not have control over changes, amendments, or adjustments made to the insurance coverage by the Insurance Provider. Merchant acknowledges that the terms and coverage may evolve and that it is the responsibility of the Merchant to stay informed about any changes.

Special terms and conditions for Khata Services

Special terms and conditions Link Pay / Online transaction

1. Introduction

2. SCOPE OF SERVICES

2.1 Both the Parties shall work together for linking the software application ("**Software Application**") of WEPL 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 WEPL. 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. WEPL may at any time request/advise the Merchant to install or add new security features.

2.3 WEPL 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 WEPL' Nodal Account and WEPL shall further instruct the Nodal 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 WEPL. Merchant acknowledges that WEPL 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 WEPL 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 WEPL or the Facility providers or the Acquiring Bank. In case there is any such outstanding amount, WEPL 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 WEPL from time to time. WEPL may use this Security Deposit to set-off losses or costs or damages or Charge back suffered or incurred by the Customers, WEPL, 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 WEPL, in the event that the Merchant does not replenish the Security Deposit Amount or make any payment to WEPL or on demand as required under this Agreement, WEPL 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, WEPL, 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 WEPL and if such amounts are not sufficient then WEPL 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 WEPL to appropriate the Security Deposit of the Merchant in the above manner shall be in addition to and reserving fully the right of WEPL to recover all such losses, costs and damages from Merchant by any other means, which may be available to WEPL in law.

2.6 In consideration of the services provided by WEPL, the Merchant agrees to pay to WEPL, Transaction Discount Rate / Transaction Charges as detailed in Annexure 'A' which shall be deducted by WEPL from the amount payable to the Merchant in respect of a Customer Charge. The Merchant shall also pay to WEPL, a non refundable, (i) one time set up fee and (ii) Annual Maintenance Fee payable in advance every year as detailed in Annexure 'A'.

2.7 A detailed process flow on Payment Gateway Facility and offline Paynimo, is defined in Annexure B of this agreement.

3.

3.1 The Merchant fully undertakes and hereby agrees and confirms that in the event of termination by either Party, WEPL 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 WEPL terminates this Agreement in terms of Section 3.2 above, WEPL 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, WEPL shall endeavour to instruct the Nodal Bank to make payment of Customer Charge less the Transaction Discount Rate to the Merchant within 2 (two) business days upon receipt of the same from the Acquiring Bank, the same be subject to production of despatch

proof in respect of each of the Customer purchase to WEPL 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 Nodal Bank and upon reconciliation of funds by Acquiring Bank, WEPL and the Nodal Bank. Provided, however that, the Transaction Discount Rate may be revised periodically by WEPL, and WEPL 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 WEPL, 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 WEPL 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 WEPL 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.
- 4.2.2. In event of rejection of payment as specified herein, the Merchant shall be responsible to collect the payment from the Customer directly and in any case neither WEPL nor the Acquiring Bank shall have any responsibility or liability in this regard.
- 4.2.3. WEPL 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 4.2.1 above and in doing so WEPL may deduct the relevant amount from the Security Deposit Amount and from subsequent transactions.
- 4.2.4 All payments under this Agreement may be suspended till such time as WEPL deems fit, in event the Merchant commits any fraud or violates any law or legal requirement.
- 4.2.5 Merchant agrees that WEPL reserves the right to impose monetary limits on the transaction from case to case basis in the event WEPL receives specific instructions from acquiring banks/nodal banks/Card issuing schemes.
- 4.2.6 If WEPL, Acquiring Bank and Nodal Bank has reason to believe that a fraud has been committed against the Bank or WEPL 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,

WEPL and the Bank shall be entitled to suspend all payments to be made to Merchant pending enquiries by the Bank/s and WEPL. Notwithstanding anything contained herein, WEPL shall be entitled to withhold payment in respect of any transaction if the Acquiring Bank or WEPL has reasonable reason to believe that such Transaction has been fraudulently initiated.

4.2.7 Merchant acknowledges that as a security measure, WEPL 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 WEPL 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 WEPL 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 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.
- 5.5 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.
- 5.6 In the event any Customer complains or is dissatisfied with any Products or Services, the Merchant shall take such measures as may be required to resolve the same.
- 5.7 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.
- 5.8 The Merchant shall ensure to keep confidential all information submitted by the Customers on the Website. The Merchant shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information of the Customers and other data. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Customer. The Merchant shall use the Customer data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party. The Merchant shall be liable to comply with existing Data Privacy regulations from time to time.
- 5.9 The Merchant agrees to put up such notices, disclaimers or warranties as may be requested by WEPL, the Facility Providers or the Acquiring Banks and the Merchant shall comply with the request forthwith.
- 5.10 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.
- 5.11 The Merchant agrees that WEPL reserves a right to suspend the services provided herein in event the Merchant fails to observe the terms and conditions herein.

- 5.12 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.
- 5.13 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 WEPL, 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, WEPL's site and the Payment Mechanism is maintained at all times during the term of this Agreement. The Merchant shall require to install various checks and other security systems whenever requested by WEPL and shall install security systems such as checksum and verify url. Any loss incurred to the Merchant, WEPL 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 WEPL, the Acquiring Bank and the Nodal Bank from any loss as may be caused in this regard.
- 5.14 Merchant shall not store/save customer card data and any such related data and shall implement applicable compliances with PCI-DSS/PA-DSS. Merchant agrees to share these details with WEPL as and when requested for.
- 5.15 Merchant shall have robust incident reporting mechanism in place and shall immediately report to WEPL in writing in the event of any security/data breach (including potential or threatened breach) at Merchant's end.

6 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 WEPL 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 WEPL, 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 WEPL that the reconciliation of fund is over between WEPL, Acquiring Bank and the Nodal 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, WEPL 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, WEPL 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.
7. .Worldline shall remit the Transaction Amount to the Merchant Bank Account subject to the following conditions fulfilled:-
- i) At the time of the Customer making a purchase of any Product, the Merchant shall give each order a specific Customer Order number and require the Customer to record the same.
 - ii) Upon requesting Authorization of amounts due for Product on the relevant Customer Order number, and during such request Merchant shall quote its Customer Order Number or check and confirm that the Customer Order Number (if automatically reproduced) is in order;
 - iii) The Customer shall ensure that all details required by Worldline are accurately provided;
 - iv) If the Customer is desirous of utilizing a valid Card or Bank Account, on receipt of the approval request, Worldline shall obtain Authentication and Authorization as may be required by Worldline from the Facility Providers as the case may be and upon receipt of such Authentication and Authorization shall intimate receipt of such Authorization to the Merchant.
 - v) The Merchant shall convey the success or Authorization of Transaction to the Customer.
 - vi) The Merchant shall thereafter (as the case may be) courier / Dispatch/ Deliver the Product to the

- Customer in a manner mutually acceptable to Worldline and the Facility providers.
- vii) The Merchant shall adopt such delivery standards as may be mutually acceptable to both the Merchant and Worldline. The Dispatch / courier instructions shall clearly capture the details of the Customer Order including the Customer Order Number in order to enable identification of the Products dispatched;
 - viii) The Merchant shall provide the Customer with an e-mail service for interacting with the Merchant for any questions, requests, cancellations, etc. While responding and interacting with the Customer via e-mail the Merchant shall adopt such service standards as may be mutually acceptable to both the Merchant and Worldline. In no event shall the Merchant respond to a Customer e-mail later than 72 hours after its receipt at Merchant's end.
 - ix) Upon receipt of the proof of Delivery/Dispatch, as may be required by Worldline, the Merchant shall forward the same to Worldline. The proof of Delivery/Dispatch shall be provided in such electronic manner as may be mutually acceptable. The Merchant warrants that any proof / intimation of delivery provided will be authentic, whether electronic or otherwise. Provided that, if Worldline so requires, the physical proof of Delivery/Dispatch shall be made available in original to Worldline. The Merchant shall execute the transaction within a period of 7 days from the date of Authorization. All proof of Delivery of Product shall be maintained by the Merchant for a period of at least one year from the date of Delivery by the Merchant and shall be open to inspection by Worldline at any time whatsoever.
 - x) An off-line/ online database of all deliveries made and access to confirmation of proof of Delivery / Dispatch for Worldline by quoting the order number.
 - xi) Notwithstanding anything contained herein, Worldline reserves the right to cancel a Customer Order and refund the transaction amount to the Customer from the Merchant Bank Account or refuse any payment to the Merchant, if the Merchant does not provide Worldline with the proof of Delivery/Dispatch within 14 days of Authorization.
 - xii) Notwithstanding anything contained herein, the payment of any sums of money hereinabove by Worldline in respect of any Cards shall not be construed to or deemed to mean that the payments have been made by Customers utilizing Valid Card(s).
 - xiii) The Merchant shall make available to all customers a fair return policy in respect of products of the Merchant shall be clearly communicated to the customers on the website. If the Customer is dissatisfied with the Product for any reason whatsoever and returns the Product to the Merchant within a period of 7 days (or more as may be specified by the Merchant) from the date of receipt of the Product shall be clearly communicated to the Customers on-line.
 - xiv) The Merchant shall at all times follow its Privacy policy, return and refund policy, delivery policy. Failing which Worldline reserves right to stop Services mentioned under this Agreement.

f. The Merchant shall duly fulfill all Customer Orders in accordance with the instructions of the Customer. The Merchant will not acknowledge an order as "Shipped/Order executed" until the Product has already been shipped or the order is completed/executed. The Merchant agrees to deliver all Product to Customers and/or complete/execute all Orders as expeditiously and without delay. The Merchant will not offer "backordered" or out-of-stock products for sale. If the Merchant is unable to ship any part of any Customer Order within 7 days (or more as may be specified by the Merchant and agreed by the Customer), the Merchant will cancel the Order using Worldline's Merchant Portal. The Merchant will not make partial shipments due to backordered or unavailable items.

h. The Merchant shall carry out all verifications for the Customer as may be required on an independent basis. The Merchant is aware that Worldline and the Facility Providers are not guaranteeing any transactions with the Customers in any manner whatsoever. The Merchant assures that the customers will place the orders themselves and agree not to place orders on behalf of customers.

i. Notwithstanding the aforesaid, the Merchant assures and guarantees to Worldline and the Facility Providers the due performance of all Customer Order for which the payment has been transferred through the Payment Mechanism.

A PROCESS FLOW – PAYMENT GATEWAY FACILITY

1. The Customer logs into the website and completes the necessary formalities in respect of filling the policy/transaction details. The Company performs the necessary validations/ verifications (as required by it) and generates/ validates the amount of bill to be paid.
2. Upon successful completion of the above process the customer is guided to the payments interface where he is presented with the various payment options available over the Gateway.
3. From the options available, the customer selects the relevant payment option i.e. Credit Card payment facility or the Bank account from which he wishes to make the payment.
4. Depending upon the option chosen by the customer in above, the payment interface will open up:
 - the secure login-page of the bank and prompt the customer to enter his login ID and Password; or
 - the secure login page of the Credit card Gateway Page and prompt the customer to enter his Credit Card number, expiry date and CVV number.
5. In case of Online Bank Account Payment Gateway facility:
 - successful completion of Authenticated will present the customer with a list of accounts that he is authorized to operate along with the current available balance in those accounts.
 - the customer chooses the account to be debited and submits the transaction for process. Depending on balance availability the transaction is either successfully processed or rejected

In case of Credit Card / Debit Card Payment Gateway Facility:

- the customer needs to confirm the credit card details and click on submit.
- Successful Authenticated and authorization of the card will result in the transaction being successfully processed.

In case of InstaCred EMI Payment Gateway Facility:

The Customer logs into the client's website or mobile application and completes the necessary formalities in respect of filling the policy/transaction details. The client performs the necessary validations/ verifications (as required by it) and generates/ validates the amount of bill to be paid.

Upon successful completion of the above process the customer is guided to the payments interface where he is presented with the various payment options available over the Payment Gateway.

From the options available, the customer selects InstaCred

On selection of InstaCred, user will be redirected to InstaCred payment site

On InstaCred payment site customer will enter the required credentials and confirm the transaction.

On confirming the payment Customer will now be redirected back to the service provider's page with the transaction status as Success / Failure.

The service provider will display the status of the payment and terminate the transaction.

The payment and payment reports will be provided on T+2 basis by the service provider, where T being the transaction completion day.

In both cases the customer is immediately intimated of the success/failure of the transactions and an electronic acknowledgement of payment is displayed. The customer is also informed of the narrative that will reflect in his account statement with respect to the payment.

(The customer is then returned from the Payment Gateway interface to the Company site – thereupon the Company will also inform the customer about the successful completion of the online policy purchase and issue him an acknowledgement/ policy number confirmation etc.)

6. 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 (as per 6 above) 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 Nodal Bank and upon reconciliation of funds by Acquiring Bank, WEPL and the Nodal Bank.

WEPL will 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.

B OFFLINE PAYNIMO/REMINDER PRESENTMENT AND PAYMENT FLOW

1.1 PROCESS FLOW

1. Customer data for whom the payment need to be collected will be pushed into the Paynimo system.
2. After successful upload of data into the system; Paynimo system will send the Email / SMS to the customers mobile no or email id as specified in the uploaded data.
3. User will click on the link and on clicking of this link the user will be redirected to the Paynimo system.
4. Paynimo system will ask the user to register if the user is not registered or else he can proceed with guest user.
5. If the user is registering and making the payment then the user will have facility to register the cards and next time he can login and make a Quick checkout where he has to just select the card and enter the CVV.
6. After login user will be displayed with the amount that need to be paid.
7. After confirming the details the user will be allowed to make payment by selecting different payment options.
8. Before making the payment the user will be asked to accept the Terms & Conditions.
9. Payment options that will be displayed are Net banking / Credit Card / Debit card /IMPS option.

Net Banking

- a. On selection of Net banking, user will be asked to select the bank through which he needs to make the payment.
- b. After selecting the bank and clicking on Make Payment – customer will be redirected to the Payment Gateway and from there customer will be redirected to the selected bank page.
- c. On the bank site Customer will enter the required credentials and confirm the transaction at bank end.
- d. On confirming the payment Customer will now be redirected back to the Paynimo page with the transaction status as Success / Failure.
- e. Paynimo will display the status of the payment and terminate the transaction.

Debit/ Credit Cards

- a. On the bank selection page after selecting Debit card option and clicking on Make Payment - user will be redirected to the card capture page.
- b. On the card capture page Customer will be asked to enter the card details – Card Number / Name on card / Expiry / CVV.
- c. User will have option to opt for registering the card so that next time whenever the user logs in will have the registered card details which can be used for express checkout.
- d. After entering all the card details and on clicking on submit Customer will be redirected to the bank 3D secure page.
- e. On the bank 3D secure page Customer will enter the required credentials and confirm the transaction.
- f. On confirming the payment, Customer will now be redirected back to the Paynimo page with the transaction status as Success / Failure.

PROCESS FLOW DOCUMENT

- g. Paynimo will display the status of the payment and terminate the transaction.

IMPS

- a. On the bank selection page after selecting IMPS option and clicking on Make Payment - user will be shown page for entering the IMPS related customer details.
- b. On the page Customer will be asked to enter the details – Mobile Number/ MMID / OTP (OTP should be generated by the user from bank).
- c. After entering all the details and on clicking on submit; WEPL system will validate the details from bank and will give the transaction Success / Failure response.
- d. Paynimo will display the status of the payment and terminate the transaction.

1.2 Offline InstaCred

1. The Customer walks into the client's store and completes the necessary formalities in respect of selecting product and reading the policy/transaction details. The client performs the necessary validations/ verifications (as required by it) and generates/ validates the amount of bill to be paid.

2. Upon successful completion of the above process the client enters customer's mobile number in the InstaCred TSP tool app.
3. Customer is sent a payment link in the form of an sms using InstaCred TSP sales app
4. On clicking the link in the sms the user is redirected to Paynimo system where the customer agrees to the mentioned TnCs
5. On Paynimo system the customer selects InstaCred as a payment option
6. On selection of InstaCred, user will be redirected to InstaCred payment site
7. On InstaCred payment site customer will enter the required credentials and confirm the transaction.
8. On confirming the payment Customer will now be redirected back to the service provider's page with the transaction status as Success / Failure.
9. The client will be displayed the status of the payment on InstaCred TSP tool app

The payment and payment reports will be provided on T+2 basis by the service provider, where T being the transaction completion day

Transaction Sequence diagram

