

Skilworth Technologies Private Limited (Bijlipay)

Chaitanya "EXOTICA" 9th Floor, New No 51, Venkatanarayana Road, T. Nagar, Chennai, Tamil Nadu- 600017

PG APPLICATION FORM

Date of the Agreement

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Region

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Merchant Details

Legal Name													
DBA Name													
Registered Address											City		
State											PIN code		
DBA Address											City		
State											PIN code		
Type of business entry	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> LLP <input type="checkbox"/> CLUB <input type="checkbox"/> Pvt. Ltd/ Public.Ltd <input type="checkbox"/> Trust <input type="checkbox"/> NGO <input type="checkbox"/> Others												

Year of establishment	D	D	M	M	Y	E	A	R	Shops & Esta.No.					
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PAN									GST								
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Name(s) of the Owner/ Proprietor/ Partner/Directors												
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Name(s) of the authorized Signatory												
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Nature of Business											MCC		
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Profile of companies / Main business												
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Merchant Details

Residential Address													
City											PIN code		
State													
Contact details 1	Name												
	Mobile No.						Alt. Mobile No.						
	Landline No.			STD. code									
Email id													
Contact details 2	Name												
	Mobile No.						Alt. Mobile No.						
	Landline No.			STD. code									
Email id													
Website address													

Online Services (PG)

Payment website address

Return URL

Transaction Mode Authorization / Capture Purchase Email ID

Card details to be captured on Merchant's Page BJ PG Page Others (please specify) _____

Interface Language PHP ASP.NET MVC Python Java Node.js Android IOS

Shopping Cart WooCommerce

Selective card acceptance Domestic debit only Domestic and International Domestic only and on us only

Other Information

Expected annual sales total

Expected annual sales total through the gate way

Average ticket size of transaction expected

Merchant Bank Details

Bank Name

Branch Name

Direct credit to bank Acc.No.

IFSC Code

MICR Savings Account Current Account

Bank Statement Attached Cancelled Cheque leaf attached Bank passbook

Declaration: I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform the Company of any changes therein, immediately. In case any of the above information is found to be false or untrue or incorrect or misleading or misrepresenting, I/we are aware of the consequences.

The Applicant ("Merchant") agree and acknowledge the following:

- I / We hereby agree, acknowledge and accept that the approval of this application ("Application") by Skilworth Technologies Private Limited (Bijlipay) ("Company"), is and shall be subject to the specific terms and conditions contained in Exhibit below and undertaken by me.
- I / We have read/ been read to and made to understand the terms contained in the Agreement (as set out in Exhibit below) of this application and hereby agree to, accept the same and undertake to abide by the Agreement. The Agreement along with the details set out in this Application and the Annexure(s) to this Application shall become a binding agreement between the Company and me with effect from the later of the date of the Application ("Execution Date").
- Receipt of this Application does not in any manner whatsoever obligate the Company to provide the Services, the provision of Services shall be at the sole discretion of the Company.
- The Merchant acknowledges and agrees that the payment gateway will be used only for the purpose as mentioned herein.

Name		Signature(S):
Place		
Date		

EXHIBIT - AGREEMENT

Bijlipay and Merchant shall be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS,

1. Bijlipay is engaged in the business of providing software application programming interfaces to provide payment processing services including software solutions for payment gateways, point of sales terminals and other ancillary services in the business of offering services in payment solution and transaction processing in India (“**Services**”).
2. Merchant is inter alia engaged in the business as stated in the Application (“**Business**”).
3. In consideration of the representations, warranties, covenants, agreements and indemnities offered by the Merchant, Bijlipay expresses its willingness to provide to the Merchant, the Services on the the terms and conditions hereinafter appearing.
4. Pursuant to mutual discussions and specific financial arrangements, the Parties have agreed to enter into this Agreement to record the understanding between the Parties.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Definitions: As used throughout this Agreement (including the Recitals), the following terms shall have the meanings assigned to them below:
 - (a) “**Applicable Law**” shall mean any applicable national, state, local or other law, statute, regulations, rules, by laws, ordinances, constitution, principles of common law and includes notifications, guidelines, policies, directions, directives, judgment, decree and orders of any governmental authority, statutory authority, court, tribunal or recognized stock exchange, and having the force of law.
 - (b) “**Card**” shall mean a credit, debit or any other payment card issued by an Issuer.
 - (c) “**Card Association(s)**” shall mean any of VISA, MasterCard, NPCI, Amex, Maestro, Rupay, Diners, Discover or any other card association as may be specified by Bijlipay from time to time.
 - (d) “**Card Holder/Customer**” shall mean a person to whom a Valid Card is issued or who is authorized to use that Valid Card and utilizes the same while availing services or products of the Merchant vide the Services.
 - (e) “**Chargeback**” shall mean a transaction that refers to the reversal of any transaction on account of (i) any alleged forgery of the Card or other details (ii) any charge/debit made on a Card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the Transaction; (iv) any amount required to be refunded due to, denial of Transaction by the Customer as wrongly charged payment/ extra payments and/or due to the fraudulent use/service related/quality related/misuse of the personal and financial information of the Customer by any unauthorized person; and (v) subject to Applicable Law, any other dispute received from bank/ Card Association/service provider, business associate or circumstance that may result in the existence of a claim for reversal of any Transaction as determined reasonably by Bijlipay.
 - (f) “**Confidential Information**” shall mean any documents, data, or information related to each Party's business and/or the Customer that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to operations, planning, marketing interests, and services (d) personal information/data of any customers (e) all information or data which the Parties have access to in connection with performance of the present Agreement, whether before or after execution of the present Agreement (f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.
 - (g) “**Issuer**” shall mean a licensee of a Card Association issuing a Card.

- (h) **“Payment Channels”** shall mean the routing mechanism vide which the Services are rendered in respect of the Payment Modes processed.
 - (i) **“Payment Modes”** shall mean Cards (Credit / Debit), Net banking, UPI, Wallet, EMI, BNPL.
 - (j) **“Transaction”** shall mean a financial transaction conducted by the Customer using Services for the purchase/rental of goods and/or services, resulting in the generation of a Chargeslip;
 - (k) **“Refund(s)”** shall mean the amount to be repaid by the Merchant to Card Holder for reasons set out in this Agreement.
- 1.2. The Annexures form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Annexures.

2. SCOPE OF THE AGREEMENT

- 2.1. Vide execution of the Application and this Agreement, the Merchant offers to receive and, subject to acceptance of the offer by Bijlipay and the payment of the relevant fees and charges by the Merchant, the Merchant agrees to avail Services on the terms set out in this Agreement and agrees to comply with all the terms and conditions provided in this Agreement and other Applicable Laws including but not limited to the rules, directives, notifications issued by the regulatory authorities from time to time. It is hereby clarified that Bijlipay in its sole discretion reserves the right to accept or reject the Merchant’s Application.
- 2.2. The Services shall be performed by Bijlipay directly or by any of its affiliates and/or service providers.
- 2.3. Nothing in this Agreement shall prohibit Bijlipay from providing services similar to those provided under this Agreement to others, including competitors of the Merchant.
- 2.4. Bijlipay may offer additional services as may be decided by Bijlipay from time to time (**“Additional Services”**), to the Merchant. If the Merchant agrees to avail one or more Additional Services, the terms and conditions of the same shall be set forth in writing and considered as an addendum to this Agreement. For any customization or modification required in Services, the Merchant shall pay per man day or as may be mutually agreed between the Parties in writing. The Parties hereby agree that Bijlipay reserves the right to modify, alter and impose additional terms and conditions as may be decided by Bijlipay at its sole discretion and the same shall be effective and binding on the Merchant.
- 2.5. **Implementation of the Services:** Bijlipay agrees to supply, install, operationalize and support the Services at webpage of the Merchant in accordance with **Annexure C**. Merchant shall duly instruct and assist the authorized representatives of Bijlipay on the implementation and installation of the Services in accordance with the standard protocol and specifications of Bijlipay as set forth in **Annexure C**.
- 2.6. **Branding/Promotion:** Merchant shall indicate the payment gateways accepted and display the logos, Bijlipay Trademarks and other materials on its webpage. Bijlipay grants a nonexclusive, limited, revocable, non-transferable and non-sublicensable license to use, display and reproduce the trademarks and logos of Bijlipay solely in connection with the performance of Merchant obligations and provisions of the services in accordance with the term and conditions of the Agreement. During the Term of this Agreement, Merchant shall make no other use of the emblems or trademarks of any payment gateway provider or service provider of Bijlipay or of Bijlipay without Bijlipay’s prior written consent and shall use these logos or trademarks in compliance with the requirements of Applicable Law and the specifications of Bijlipay. Merchant shall immediately discontinue use of all such trademarks, logos, emblems or names upon (a) direction of Bijlipay; or (b) termination of this Agreement. Bijlipay shall be entitled to use details of the Merchants in any promotional materials.
- 2.7. Merchant acknowledges that the provision of Services per this Agreement would require certain technology (**“Software”**). In connection with availing the Services, the Merchant hereby agrees to the installation of Software and hardware solutions to integrate the Services, the costs of which shall be borne solely by the Merchant.

3. SERVICES

- 3.1. Merchant must notify Bijlipay of the introduction of a new Customer and send in a Customer application document as per the format specified in **Annexure E** or such other information that Bijlipay may specify from time to time. Further in respect of every Customer, the Merchant shall undertake adequate due diligence prior to sending the application to Bijlipay. The Merchant shall also collect the KYC documents in respect of the Customer as specified in **Annexure D**. The Merchant

shall provide such KYC to Bijlipay within 2 (two) working days whenever requested by Bijlipay, failing which Bijlipay shall have right to disable services for the relevant Customer and/ or suspend services to the Merchant till receipt of requisite KYC documents.

- 3.2. Bijlipay facilitates payments made by Customers through any of the Payment Modes vide the Payment Channels and provides technological and payments support in relation to Transactions, so as to enable receipt of such payments by the Merchant. In this regard, the Merchant shall procure all infrastructure and softwares as may be required to complete the Transactions, at its own costs.
- 3.3. To enable the provision of Services, the Merchant shall be provided with
 - a) a 'merchant code/merchant identification number' or Terminal Identification number, obtained by Bijlipay directly from the Bank or through its service provider; and
 - b) Certain keys from Bijlipay which the Merchant shall need to configure in their system to avail the Services. Details of the same shall be provided in **Annexure C**.
- 3.4. The Merchant acknowledges that Bijlipay shall process all the Transactions through their bank/ issuer/ aggregator partners as deemed fit by Bijlipay. The Merchant agrees and acknowledges that in processing the Transactions, Bijlipay shall be entitled to rely upon all electronic communications, orders or messages sent to Bijlipay through the Payment Channels and Bijlipay shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant shall under no circumstances dispute such reliance by Bijlipay. Bijlipay shall not be bound by or obligated to act, on any electronic communications, orders or messages received on-line, from the Merchant or the Customer, which do not properly utilize the security measures, as may be applicable from time to time.
- 3.5. As and when Bijlipay, requests for a particular document, bills/invoices, proof of delivery or any other supporting documents, the same shall be handed over to Bijlipay, within 2 (two) days of the request. If on account of non-compliance, Bijlipay, or its affiliate or service provider incurs any loss, the same shall be made good by the Merchant, inclusive of all charges, interest and costs.
- 3.6. Merchant agrees that any charges accepted by Merchant, which prove to be uncollectable, shall be the exclusive financial responsibility of the Merchant alone. The Merchant agrees to such charges or the Chargeback of such uncollectable charges (as the case may be) by Bijlipay, or its affiliate or service provider without any demur or protest.
- 3.7. In the instance that any dispute or an event of Chargeback arises, the Merchant shall be liable for the same (including the costs incurred in respect of the dispute). Bijlipay shall, at the forefront, recover the disputed transaction amount from the Merchant and in case the dispute is resolved in favor of the Merchant, then Bijlipay shall refund the amount recovered by Bijlipay pursuant to this clause 3.7, to the Merchant.
- 3.8. The Merchant acknowledges that Bijlipay, its affiliate or service provider is entitled to exercise its right to set off/lien on the credit value in the account of the Merchant or the unsettled transactions in the event of failure by the Merchant in providing necessary, valid proof of Transaction to the retrieval request/Chargeback/suspicious Transaction received from the Issuer through the Card Associations / payment gateway providers.
- 3.9. Bijlipay with or without intimation, shall be entitled to disclose any and all information concerning the Agreement and transactions of the Merchant, within the knowledge and possession of Bijlipay, to any regulator, RBI, Card Associations, payment gateway providers or law enforcement agencies, in connection with this Agreement.

4. FEES FOR SERVICES

- 4.1. The Merchant agrees to pay to Bijlipay (i) the fees and charges ("**Fees**") as stipulated in **Annexure B** attached hereto this Agreement, along with any other sums including but not limited to, reimbursable expenses for the implementation of the Services; (ii) any and all applicable statutory taxes, including without limitation, any direct or indirect tax; (iii) any additional fees or pricing set out in the Transaction.
- 4.2. Bijlipay shall have the right to vary the Fees specified in this Clause 4 at any time after the Execution Date, subject to prior written intimation to Merchant, without having to amend this Agreement or related documents. Utilizing the Services subsequent to any such revisions to the Fees shall constitute deemed acceptance of the revised Fees by the Merchant.
- 4.3. It is hereby agreed and acknowledged by the Parties that any Fees charged by Bijlipay shall not be repaid or refundable.

5. CHARGES AND SETTLEMENT OF ACCOUNTS

- 5.1. The Merchant hereby directs and authorizes Bijlipay, to receive, hold, disburse and settle the Customer charges in accordance with the provisions of this Agreement. Bijlipay shall endeavor to instruct the Bank to transmit the settlement amount less all applicable security deposit, Fees, charges and adjustments of any nature and the Merchant further acknowledges that the settlement amount paid to the Merchant will be subject to reconciliation by Bijlipay, its affiliate or service provider. The transfer of the Customer's payment to the Merchant by Bijlipay, its affiliate or service provider, for the Services, shall be governed by the following terms:
- a) Subject to Applicable Law, payments shall be made available by Bijlipay, its affiliate or service provider, to the Merchant after making the following adjustments, deductions and any other deductions in terms of this Agreement from the amount of the Transaction (*subject to the limits volumes/limits allowed to the Merchant*):
 - (i) the consideration/fees, the TDR /MDR along with other dues, fees, charges, out of pocket expenses, etc., due to Bijlipay in terms of **Annexure B** (Fees) of this Agreement or at any other rates and percentage as amended from time to time for all Transactions processed or services rendered such as installation, setup up, maintenances, settlement fees, reports, per transaction fee, training fee, contact center support fees, reconciliation services or any other fees for services rendered from time to time;
 - (ii) the sum of all Customer charges denied, refused, or charged back by the Customer/partner banks;
 - (iii) all costs, charges, expenses, etc., of whatsoever nature on account of, inquiries, disputes, cancellations and/or refunds processed on account of Merchant's Customer charges and/or Chargebacks (*refunds, chargeback recovery shall be done at gross amount. If any convenience fees are applicable or exchange rate fluctuations, the same shall be borne by the Merchant*);
 - (iv) any taxes, including but not limited to, service tax, education cess, GST, direct & indirect Taxes as may be applicable, penalties, charges or other items, reimbursable under any of the provisions of this Agreement, or otherwise, occurring in any manner whatsoever.
 - b) Bijlipay, its affiliate or service provider, shall reconcile the accounts and make payments to the Merchant subject to the right of Bijlipay, its affiliate or service provider, to withhold payments of the amount arrived at, for any charges of Chargeback recovery/debits that may be fraudulently incurred/suspicious transactions or for any reason whatsoever either in terms of this Agreement or otherwise to the extent and as permissible under Applicable Law. Bijlipay, its affiliate or service provider, shall release such payments withheld for any charges/debits fraudulently incurred once determined at Bijlipay, its affiliate's or service provider's, sole discretion that such charge/debit is in fact a valid charge and Bijlipay, shall not be liable for any penalty/interest on account of the same. Merchant shall indemnify Bijlipay, of any losses suffered by Bijlipay, in the event that Bijlipay is unable to withhold payment in respect of suspected fraudulent charge/debit, *provided however that*, Bijlipay shall be entitled to set-off any such claims against the security deposit or to otherwise require the Merchant to make corresponding payments to Bijlipay, not later than 2 (two) days from the date of the Merchant being notified.
 - c) **Interest:** Bijlipay, its affiliate or service provider, shall be entitled to charge interest at the rate of 2% (Two percent) above the "prime lending rate" as published by the Reserve Bank of India or such other charges as notified to the Merchant on amounts outstanding to Bijlipay, its affiliate or service provider.
 - d) The Parties hereby agree and acknowledge that, irrespective of any payment made by Bijlipay, its affiliate or service provider, to the Merchant, the same shall be made, without prejudice to any claims, or rights, that Bijlipay, its affiliate or service provider, may have, against the Merchant and such payments, shall not constitute any admission by Bijlipay, its affiliate or service provider, as to the performance, by the Merchant of its obligations, under this Agreement and the amount payable to the Merchant.
- 5.2. If deemed necessary by Bijlipay, its affiliate or service provider, the Merchant shall provide such further assurances, guarantees or security, as required by Bijlipay its affiliate or service provider, from time to time. In the event any such security deposit is provided, Bijlipay, its affiliate or service provider, shall have the right, to set off claim amounts, against the said security deposit, in the event of (i) any material breach of the terms of this Agreement (ii) Bijlipay, its affiliate or service provider, is unable to withhold payment in respect of suspected fraudulent charge/debit or (iii) due to the existence of any other claims against the Merchant, by Bijlipay, its affiliate or service provider,

including without limitation as described in Clause 5.5 hereto. In the event any security deposit is required to be submitted, the Merchant hereby agrees to deposit the security deposit with Bijlipay, within 3(three) working days (a day not being Sunday or public holiday) on receipt of written notice from Bijlipay, specifying the security deposit amount required to be deposited by the Merchant. If the Merchant fails to deposit the security deposit within timeline specified by Bijlipay, Bijlipay shall have the right to forthwith terminate the Agreement at its sole discretion without any liability whatsoever. Notwithstanding the preceding sub-clause, Merchant hereby agrees and acknowledges that Bijlipay, may allocate the funds for the security deposit from the settlement amounts payable by Bijlipay, its affiliate or service provider, in accordance with the terms of the Agreement. The Merchant hereby agrees and acknowledges that Bijlipay may use the security deposit to deduct losses, costs, damages or Chargebacks, Refunds, returns, penalties etc. suffered or incurred by Bijlipay, its affiliate or service provider, due to fraud, misconduct, negligence, deficiency of service or for any other reason including deduction of any kind of outstanding fees payable by the Merchant to Bijlipay its affiliate or service provider. It is hereby agreed between the Parties that Bijlipay, may in its sole discretion change the terms of the security deposit at any time for any reason upon providing a written intimation to the Merchant. The Merchant agrees that Bijlipay may recover any debit balance or outstanding amount of any nature from the Merchant's bank account through NACH/ECS/ACH/Standing Instruction/ recovering from POS transaction settlements or any other clearing method.

- 5.3. **Time of making payments/due date of payment:** Upon completion of the Transaction and the receipt of funds by Bijlipay, its affiliate or service provider, and where applicable, on receipt of proof of delivery of the dispatch of the relevant product and/or services of the Merchant, Bijlipay, its affiliate or service provider, shall deliver payments to the Merchant, to the later of: (i) 2 (two) business days from the date of receipt of funds from the Bank or financial institutions, or service provider (ii) the maximum period of time for the making of payments by Bijlipay, its affiliate or service provider, under extant regulations from time to time. Provided however that in the event this Agreement is under the termination notice period, the payments will be only after the expiration of 120 (one hundred and twenty) business days following the termination of the Agreement.
- 5.4. The Merchant shall at all times maintain an active bank account for remittance of such settlements and provide information and details thereof as may be requested by Bijlipay.
- 5.5. The transfer of payments under this Agreement by Bijlipay, its affiliate or service provider, to the Merchant, due to Bijlipay, its affiliate or service provider, being unable to exercise set-offs against amounts due to Bijlipay, its affiliate or service provider, shall not constitute a waiver of its rights to recover amounts payable by the Merchant to Bijlipay, its affiliate or service provider, nor constitute a waiver of its rights to seek indemnities from the Merchant for losses suffered by Bijlipay, its affiliate or service provider, for claims permissible under Applicable Law or for any reason, including but not limited to claims on grounds of:
- a) Any Transaction is for any reason unlawful, fraudulent, collusive, illegal or unenforceable.
 - b) Transactions beyond the validity date shown on the Card;
 - c) Transactions where the Card is mutilated altered or the Card face is defaced or faded.
 - d) Transactions received by the Bank after 5 (five) working days of its date.
 - e) Any information presented electronically to Bijlipay, its affiliate or service provider, in respect of the Transaction is not received in accordance with Bijlipay's its affiliate's or service provider's requirements as specified from time to time or Transactions not in conformity with this Agreement.
 - f) Any Transaction is made outside the territory authorized for the use of such instrument (*the authorized territory being within India*).
 - g) Transaction which is posted more than once to Cardholders' account.
 - h) Transaction, which is doubtful or erroneously paid for, to the Merchant.

Bijlipay, its affiliate or service provider, reserves the right to discontinue, with the provision of the Services and recover such amounts from the Merchant and be indemnified in relation to any losses in connection thereto.

- 5.6. The Merchant hereby agrees that in the event of non-payment of any outstanding amount due to Bijlipay by the Merchant, then Bijlipay and / or its affiliates shall have the right to recover such outstanding amount of any nature from the affiliates / group companies of the Merchant as Bijlipay deems fit.

6. CHARGEBACK AND OTHER DUES

- 6.1. Bijlipay, its affiliate or service provider, shall be entitled and Merchant hereby authorizes Bijlipay, (i) to debit to the Merchant ID or bank account of the Merchant; (ii) recover from Transaction settlements or Card collections from time to time; or (iii) to bill the Merchant for the relevant amounts or any parts thereof and to pay the same without any demur or protest, to recover any amounts due

from it or incurred by Bijlipay, its affiliate or service provider, on account of the following:

- (i) Chargeback of Transactions; or
- (ii) Any penalties, charges/fees, consequential loss or claims including but not limited to legal claims that may be made against Bijlipay, by service provider, Customers or regulatory authorities for any other reason than a breach of this Agreement by Bijlipay. These amounts shall include without limitation any costs arising as a result of excessive Chargeback of Transactions or failure of Transactions or Customer disputes.

6.2. Future Chargeback fund-

- a) In addition to the above, the Merchant has deposited an amount not less than INR [●] ([●]) (“**Future Chargeback Fund**”) with Bijlipay towards any future Chargeback;
- b) The above specified Future Chargeback Fund shall be [●]% ([●] percentage) of the past Chargeback. In the instance no past Chargeback has occurred, the Future Chargeback Fund shall be a lump sum of INR [●] ([●]);
- c) The Future Chargeback Fund shall be triggered on the termination or expiration of this Agreement in accordance with Clause 8 of this Agreement.

6.3. Refunds

- a) In the event that (i) any goods/services are not received by a Card Holder, or (ii) any goods/services are rejected pursuant to non-compliance by the Merchant, or (iii) any goods/services rejected pursuant to any terms of contract between the ME and the Card Holder, or (iv) any goods/services are otherwise lawfully rejected or (v) goods are accepted for return and/or services paid for by the Card Holder are not performed or are cancelled by the Merchant or (vi) the price is lawfully disputed by the Card Holder or the price adjustment is disputed by the Merchant, the Merchant shall refund such amounts to the Card Holder, within 14 (fourteen) working days from the date of claim
- b) Cash and other means of refunds for a Card sale are strictly prohibited and any Refund must be paid to the same Card account used for the sale Transaction within 14 (fourteen) working days.
- c) Notwithstanding sub-clause (a) above Bijlipay, its affiliate or service provider, or acquiring Bank may in its absolute discretion instruct the Bank to adjust all such amounts from the amount payable to the Merchant or provide for such other procedure, for Refund, in writing, as Bijlipay, its affiliate or service provider, or acquiring Bank may deem fit from time to time.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1. Bijlipay represents and warrants that:

- (i) it is duly organized and validly existing and is duly qualified, including for undertaking the transactions contemplated by this Agreement; and
- (ii) it has all the requisite power, including corporate power and authority to enter into this Agreement, to perform its obligations thereunder and to consummate the transaction contemplated hereby.

7.2. Merchant represents, warrants and covenants that:

- (i) it has full capacity, power and authority to enter into this Agreement and has already taken and will continue to take all necessary and further actions, (*including where applicable without limitation obtaining of all governmental and other necessary approvals / consents / licenses in all applicable jurisdictions*) and to authorize the execution, delivery and performance of this Agreement;
- (ii) this Agreement is a legal and binding obligation of Merchant and is enforceable against the Merchant in accordance with its terms.
- (iii) it conducts its Business as set out in the Application;
- (iv) services provided hereunder may involve third party providers like banks, payment processors, merchant acquirers etc. and it shall comply with all rules stipulated by such parties and as supplied by Bijlipay from time to time.
- (v) it shall not use the Services in any manner, or in furtherance of any activity, which constitutes a violation of any law or regulation or rules or which may result in fraud on any person, or which may cause Bijlipay, its affiliate or service provider, to be subject to investigation, prosecution or legal action. In the event of any suspected fraud, Bijlipay shall have the rights to suspend all payments under this Agreement to the Merchant, pending enquiry by Bijlipay;

- (vi) it shall provide all assistance as may be necessary to Bijlipay for the prevention and detection of fraud;
- (vii) it shall comply with all data protection laws and policies, disclose its privacy policy on the website and ensure that it conducts its business in accordance with the same;
- (viii) it shall take all such precautions as may be feasible or as may be directed by Bijlipay, its affiliate or service provider, to ensure that there is no breach of security and that the integrity of the link between Payment Channels and the Payment Modes is maintained at all times;
- (ix) it shall not describe itself as an agent or representative of Bijlipay its affiliate or service provider or payment gateway provider;
- (x) Bijlipay its affiliate or service provider shall not be a party to any agreement(s), assurance(s) or undertaking(s) between the Customers and Merchant in any manner whatsoever.
- (xi) it shall use the Services only for product/service categories approved by Bijlipay, under this Agreement and for no other products or services. It shall at all times during the subsistence of this Agreement observe and comply with all Applicable Laws, rules and regulations in each applicable jurisdiction;
- (xii) Merchant will not split a single Transaction into multiple transactions;
- (xiii) It shall not accept transaction for: (a) Goods and/or services that are prohibited by law; (b) Goods and or/services outside the description of Merchant's Business.
- (xiv) Merchant shall (a) honour a Valid Card when presented for a Transaction and must not favour any one type of Card; (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 Cardholder for the use of the Card; (d) Not place any minimum limit on the transaction to accept a Valid Card unless if the same is a regulatory/Card Association or any other governing body Rule(s).
- (xv) Merchant shall not use Card for working capital usage and shall not dispense cash against Card usage.
- (xvi) the application/software for completing payment gateway transactions meets the requirements issued by Bijlipay or the service providers of Bijlipay.
- (xvii) that the Merchant or that of its blood relatives (in the event the Merchant is an individual) do not use the Services for their own use
- (xviii) sensitive personal identification data shall not be accepted through unsecured mode.
- (xix) Each statement made on the Application and any documents provided in support thereof are true as of the Execution Date.
- (xx) There have been no materially adverse changes in information provided in the Application or in Merchant's financial condition, or management.
- (xxi) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's Business or the product lines that Merchant sells not previously disclosed;
- (xxii) The Transaction is genuine and arises from a bona fide sale of merchandise or services by Merchant, represents a valid obligation for the amount shown on the chargeslip and does not involve the use of the Card for any other purpose;
- (xxiii) Merchant has title to the Transaction and chargeslip, there are no liens or other encumbrances on it, and Merchant has the authority to convey the Transaction for processing;
- (xxiv) The Transaction is not subject to any dispute, set-off or counterclaim;
- (xxv) The Transaction has not been previously presented for processing
- (xxvi) Each statement on the Transaction receipt is true, and Merchant has no knowledge of facts that would impair the validity or collectability of the amount of the Transaction
- (xxvii) It shall inform Bijlipay of any claims it receives in respect of the Transactions, or any other matter arising out of this Agreement and shall provide all details as requested by Bijlipay and shall not compromise or otherwise deal with the same without prior written consent Bijlipay. Notwithstanding the preceding statement, Merchant acknowledges that Bijlipay shall be under no obligation to provide any assistance to the Merchant in respect of the claim, unless mandated by Applicable Laws.
- (xxviii) It shall, prior to accepting any instructions from the Customer, ensure that appropriate instructions have been provided to the Customer in accordance with the requirements of Applicable Law and specifications of Bijlipay. The Merchant shall, at all times, ensure that appropriate disclosures/disclaimers are displayed conspicuously on the Merchant's webpage in accordance with Applicable Laws and as may be prescribed by Bijlipay from time to time.
- (xxix) That they have obtained the Customer's consent to allow the payment gateways to store the details with respect to the Customer's Card.
- (xxx) They shall not store any information pertaining to the Customer's Card and if stored, the same shall be in accordance with Applicable Law.
- (xxxi) Shall not make any representations to customer or any third party or to give any warranties which may require Bijlipay or its service provider or payment option provider to undertake

to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party.

- (xxxii) Merchant shall not, at any time, require the customer to provide it with any details of the card or bank accounts or any OTP, passwords, or PIN.
- (xxxiii) Merchant shall provide commercially reasonable level of customer support to customers to the satisfaction of the customer.

7.3. **Transaction Handling:** The Merchant shall:

- a) Enter into Transactions only in Indian Rupees unless otherwise permitted by Bank/ Bijlipay in advance in writing;
- b) Note down, export data pertaining to daily Transactions as a report for accounting purposes;
- c) Retain all Transaction data for a minimum period of twelve months and provide in such form and manner as may be required by Bijlipay or its affiliate or service provider, or Bank from time to time, information and related documentation in respect of Transactions;
- d) While presenting any Transaction information, certify to Bijlipay, its affiliate, service provider, or Bank that (i) all statements of facts contained therein are true and complete in all respects, (ii) Merchant has supplied goods and /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 and /or services are supplied by the Merchant for cash, (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods and /or services are not unlawful.

7.4. **Customer Handling:** The Merchant shall:

- a) Undertake all responsibilities and not dispute for any reason, to follow all the instructions provided by Bijlipay with respect to verification of the Card Holder and/or the Transactions.
- b) Return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence of identification; or (ii) Hand it over to Bijlipay its affiliate or service provider, or Bank, within 3 (three) working days, in absence of such request and evidence.

7.5. The Merchant shall ensure that Bijlipay shall not be made a party to any dispute between the Customer and the Merchant. In the event of any dispute between the Merchant and the Customer whether in relation to any deficient, improper or incomplete product or service provided by the Merchant or otherwise, Bijlipay shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes

7.6. The Merchant further confirms, undertakes and assures that in the event of violation of any of the byelaws and standards of RBI by the Merchant and any penalty or charge imposed therein for any violation for any reason whatsoever, the Merchant shall on receipt of the claim, undertakes forthwith without any demur, protest, dispute or delay, to pay to Bijlipay, the amount of the penalty / fine imposed therein.

7.7. The Merchant is aware that Bijlipay is 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.

7.8. The Merchant must ensure that it shall not:- (a) undertake/allow Transactions for anything other than the genuine purchase of the products and/or services that the Merchant provides; (b) impose any minimum or maximum Transaction values; (c) discriminate against the use of any Card or payment instrument in any way; (d) split a Transaction into two or more Transactions; (e) accept a Transaction for processing which was not undertaken directly between the Merchant and the Customer; (f) accept or process Transactions in order to give Customers cash; (g) submit Transaction data which Merchant know or ought to have known is illegal; (h) Refund Transactions to a Card/ payment instrument which was not originally used to make such Transactions, and Merchant must not, under any circumstances, accept money from a Customer in connection with processing a refund to the Customer's Account.

7.9. The Merchant acknowledges that Bijlipay shall have the right to enforce any provision of the standards and to prohibit any Merchant conduct that may injure or may create a risk of injury to Bijlipay including injury to reputation, or that may adversely affect the integrity of Bijlipay core payment systems, information or both. The Merchant agrees that he / she / they will not take any action that might interfere with or prevent exercise of this right by Bijlipay.

7.10. The Merchant shall take all precautions as may be feasible or as may be directed by Bijlipay to ensure that there is no breach of security and that the integrity of the link between the Merchant's website and the payment mechanism is maintained at all times during the term of this Agreement. In the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this clause, the loss shall be to the account of the

Merchant and the Merchant shall indemnify and keep indemnified Bijlipay from any loss as may be caused in this regard. The Merchant shall comply with PA-DSS and PCI-DSS compliances and shall report to Bijlipay in case of an information security incident related to systems or information

- 7.11. The Merchant shall ensure that it shall prominently and unequivocally inform a Customer of the identity of the Merchant, which will enable the Customer to distinguish the Merchant from any other third party and will ensure that its website:- (i) prominently displays the name of the Merchant; (ii) prominently identifies the name of the Merchant as displayed on the website and as the name that will appear on the Customer's statement and (iii) display the Merchant name and information as prominently as any other information depicted on the website, other than the images of the products or the services being offered.
- 7.12. The Merchant shall maintain Customer service information that is readily available for review by Bijlipay.
- 7.13. The Merchant undertakes to be abided by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
- 7.14. The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represent that the Merchant holds valid licenses, brand proofs, tie-up agreements from its business associates and the Merchant is legally authorised to sale the products and services.
- 7.15. The Merchant shall keep updated all the policies including but not limited to privacy policy, refund and return policies, Chargeback policy, Customer grievance redressal, and other terms and conditions pertaining to the products and services of the Merchant.
- 7.16. The Merchant covenants to take commercially reasonable steps necessary to prevent the introduction of harmful program or data that is intended to destroy, erase, damage or otherwise disrupt the normal operation of the Services.
- 7.17. **Fair Use of Services**
 - a) Using the Services for any other purpose shall entitle the Bijlipay to take appropriate legal action and/or charge penalty suspend all the pay-outs to the Merchant.
 - b) The Merchant shall not submit for payment, any Transaction they know or ought to have known is illegal or misuse the services of Bijlipay for illegal gains including but not limited to illicit use of Cards.
 - c) The Merchant in case of any fraud or ill intentional Transaction by Customer shall cooperate with Bijlipay and forward all necessary Transaction and Customer details to Bijlipay at the earliest.
 - d) **Breach by Merchant:** If Bijlipay suspects on reasonable ground, that the Merchant has committed a breach of this Agreement or dishonestly or fraud against Bijlipay or any Customer, Bijlipay shall be entitled to suspend all payment under this Agreement to the Merchant pending enquiries by Bijlipay. Bijlipay shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the inquiry. Bijlipay reserves the right to charge appropriate penalty to the Merchant in case of breach of terms of this Agreement. Bijlipay may adjust such penalty amount from the next pay out.
 - e) **Breach by Customer:** In case the Customer of Merchant commits fraud against the Merchant using Bijlipay's services, Bijlipay in such cases shall be entitled to suspend the pay-outs of the disputed amount till the issue is resolved between Merchant and Customer. Bijlipay shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the inquiry.

8. TERM AND TERMINATION

- 8.1. This Agreement shall be effective as of the Execution Date and shall remain in force for a period of 1 (one) year thereafter (the "**Initial Term**"). The Initial Term shall automatically be renewed and shall extend for successive 12 (twelve) month terms (each a "**Renewal Term**" and all such Renewal Terms together with the Initial Term, the "**Term**"), commencing at the conclusion of the Initial Term or any Renewal Term, unless either Party gives the other written notice at least 30 (thirty) days prior to the conclusion of the Initial Term or the then current Renewal Term, as the case may be, that the

Agreement will not be renewed, failing which the Agreement shall be deemed renewed automatically.

- 8.2. This Agreement may be terminated by Bijlipay by giving 30 (thirty) days prior notice in writing to the Merchant without being required to assign or give any reasons.
- 8.3. Bijlipay reserves the right to terminate the Agreement with immediate effect (i) in case of fraud (including suspected fraud), facilitation of suspicious Transaction; (ii) if the Merchant has breached any of the representations, warranties, terms and covenants of the Agreement and has failed to cure such breach within 30 (thirty) days of notice of breach; (iii) if the Merchant becomes bankrupt, insolvent or is likely to become so (*at the sole determination of Bijlipay*); (iv) material adverse change in Merchant's financial condition; (v) if there is no Transaction activity by the Merchant for a period of 3 (three) months or more; or (vi) if the Chargeback in any month crosses 0.03% of total Transaction value of that month.
- 8.4. Termination due to Change in Law. This arrangement under this Agreement 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, the Parties shall mutually agree to terminate this Agreement, from the date when the amended law restricting/prohibiting the arrangement comes into force.
- 8.5. **Consequences of Termination:** Upon termination of this Agreement (i) All Confidential Information issued by the Parties from time to time in respect of this Agreement shall be returned to the other or destroyed by each of the Parties. However, Bijlipay shall preserve documents, data and information in accordance with the legal/ regulatory obligations of Bijlipay in this regard; (ii) Licenses granted by Bijlipay to the Merchant shall cease forthwith; (iii) Merchant acknowledges that it shall honour all Transactions until the Agreement is in force unless specifically suspended by Bijlipay; and (iv) Merchant will be liable for any future Chargebacks that may arise subsequent to the termination of the Agreement, on account of Merchant Transactions. The Merchant shall provide necessary documentation related to Transactions done by Merchant post termination in accordance with Applicable Law. In case of Customer disputes, failing which the Merchant will indemnify Bijlipay, its affiliate, or service provider towards such Transaction loss. In case of any Chargebacks post termination or expiration of this Agreement, the obligations under Clause 6.2 shall be triggered.
- 8.6. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including, without limitation, Clause 4 (Fees for Services), Clause 5 (Charges and Settlement of Accounts), Clause 6 (Chargeback and other dues), Clause 7 (Representations and Warranties), Clause 8.5 (Consequences of termination), Clause 9 (Confidentiality), Clause 11 (Indemnification), Clause 13 (Limitation of Liability), Clause 14 (Non-solicitation), Clause 18 (Miscellaneous) of this Agreement.

9. CONFIDENTIALITY

- 9.1. Each Party acknowledges and agrees that in connection with this Agreement, the receiving Party shall not disclose to any third Party any Confidential Information of the disclosing Party that it may have access to during and in connection with its performance of obligations hereunder.
- 9.2. Merchant shall ensure that neither the Merchant nor any of its employees are privy to any information relating to Customer details and information relating to passwords/pins and other private matters in respect of the Services and shall not store, use or disclose the name of the Card Holder or other Confidential Information unless such disclosure is compelled by Applicable Law and in adherence with the relevant data security policies set by any of the regulatory commissions, as mandated by the Government of India.
- 9.3. The Merchant agrees and undertakes that it shall (i) maintain confidentiality of all information disclosed hereunder by Bijlipay its affiliate, service provider and /or Customer including but not limited to Confidential Information; (ii) take all steps to protect the integrity of Confidential Information and protect against any unauthorized disclosure thereof; (iii) promptly inform Bijlipay its affiliate, service provider and/or Card Holder in the event of breach of this obligation and take all steps necessary to retrieve and protect the Confidential Information and prevent further disclosure; (iv) Ensure that employees and representatives have access on a need to know basis and are subject to the same confidentiality obligations herein; (v) use the Confidential Information solely for the purposes of this Agreement and not profit from the same in any unauthorized manner; (vi) ensure that the payment application software version used for processing Card payments is PADSS approved and

other global security standards for card present transactions.

- 9.4. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper. The confidentiality obligations herein shall survive the termination of this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. Merchant acknowledges and agrees that Bijlipay owns or has the right to use all the intellectual property incorporated in the Software and associated with the Services. This Agreement does not grant the Merchant any rights to, or in, patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software or in relation to the Services, other than as specified in this Agreement.
- 10.2. Merchant shall not access any part of the Software in order to build a product or service which competes with the Software and/or the businesses of Bijlipay.
- 10.3. The Merchant grants Bijlipay a nonexclusive, royalty free license to use, display and reproduce the trademarks and logos of the Merchant solely in connection with the marketing of the services and provisions of the services in accordance with the terms and conditions of the Agreement. The Merchant hereby confirms that the Merchant has the requisite right to use the said trademarks and logos and to grant permission to use the same by Bijlipay, its affiliate, or service provider.
- 10.4. Merchant agrees and acknowledges that the Merchant shall indemnify Bijlipay against any losses or damages incurred by Bijlipay its affiliate, or service provider due to any third- party claims for infringement of the intellectual property right in relation to (i) the license granted by the Merchant hereinabove; and (ii) Merchant's products or services offered for sale.

11. INDEMNIFICATION

- 11.1. Notwithstanding anything contained in this Agreement the Merchant hereby undertakes and agrees to indemnify and hold harmless Bijlipay and its directors, affiliates, representative, business associates, service provider, employees and agents against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of Bijlipay, on a solicitor / attorney and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly as a result of:
- (i) any claim or proceeding brought by the Customer or any other person against Bijlipay its affiliate, or service provider in respect of any services offered by the Merchant;
 - (ii) any negligent act of Merchant's agents, employees, licensees or Customers;
 - (iii) any fines, penalties or interest imposed directly or indirectly on Bijlipay, its affiliate, or service provider on account of Merchant's services or Transactions conducted through Merchant under this Agreement; and
 - (iv) breach of any of terms and conditions of this Agreement by the Merchant, its agents, employees or representatives.

12. NO WARRANTY

- 12.1. The Services are provided on an "as is" and "as available" basis. ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND/OR SERVICES ARE HEREBY EXCLUDED.
- 12.2. The Merchant also acknowledges that the services provided by the service providers, business associates or merchant acquirer to Bijlipay, which is passed on to the Merchant under this Agreement, can be in any event be brought to an abrupt end by the service providers, business associates or merchant acquirer for any reason whatsoever, and in such an event the Services to the Merchant will in turn be terminated without Bijlipay having to be given any reason whatsoever.
- 12.3. Bijlipay's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to the merchant acquirers or business associate or service providers' Payment Channels and services, shall be, to use all reasonable endeavors to restore the Services and/or access to the Payment Channel as soon as reasonably possible.
- 12.4. Without prejudice to any other provision of this Agreement, Bijlipay does not warrant that:

- (a) the Services or business associates or merchant acquirer's or service provider's Payment Channels will be provided 'uninterrupted' or 'free from any errors'; or
 - (b) the Services are free from any virus, Trojan or other malicious, destructive or corrupting code, program or macro.
- 12.5. Bijlipay reserves the right to make changes, enhancements, and/or modifications, due to mandatory, or regulatory or periodic requirements, applicable to the Services from time to time in such manner as it may deem necessary or appropriate for the provision of the Services by providing notice to the Merchant of the same. Merchant agrees to comply with the directions and/or instructions issued by Bijlipay, its affiliate, or service provider to suitably modify/upgrade the Merchant's systems to comply with the standards of the Payment Channels (*then in force*) and the standards applicable to the Services. If so, requested by the Merchant, Bijlipay shall provide such additional services to the Merchant to suitably modify/upgrade the Merchant's systems and the Merchant agrees to pay Bijlipay such additional charges as Bijlipay deems fit in this regard.

13. LIMITATION OF LIABILITY

- 13.1. In no event shall Bijlipay be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising for anticipated sales under or in connection with this Agreement or the cost of procurement of substitute services or for any costs or expenses, expenditure, investments or other commitments made in reliance upon or otherwise in connection with or arising out of this agreement, under statute, in equity, at law or otherwise, whether or not the party has been advised of possibility of such damage.
- 13.2. Notwithstanding any other term of this Agreement or any damages that may be incurred by the Merchant for any reason whatsoever, the entire liability of Bijlipay under this Agreement, shall be limited to an amount not exceeding the net earning received from the Merchant for the Services for the week immediately preceding the date of such proven claim/demands.

14. NON-SOLICITATION

Merchant agrees that during the Term of this Agreement and for a period of 2 (two) years thereafter, it shall not, without the prior written approval of Bijlipay hire or enter into a contract with any employee, agent or representative of Bijlipay to provide services to the Merchant or, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of Bijlipay to leave or otherwise terminate such person's relationship with Bijlipay.

15. APPLICATION OF THIRD- PARTY AGREEMENTS

Bijlipay has entered into definitive agreements with the service provider in connection with and to facilitate the provision of the Services set out herein including but not limited to (i) service provider Agreement; (ii) payment and collection management agreement (iii) payment & facilitation services agreement (iv) merchant acquiring/services agreement (v) payment acceptance agreement for cards; (vi) other payment acceptance or collection solutions agreements (collectively the "**Third Party Agreements**"). Merchant acknowledges the terms of the Third- Party Agreements and further explicitly agrees that the terms of the Third- Party Agreements will apply on a back-to-back basis to the Merchant, as if, it was a party thereto in place of Bijlipay. All liabilities and obligations set out in the Third- Party Agreements shall be deemed to be liabilities and obligations of the Merchant. Merchant shall hold harmless and indemnify Bijlipay against any claims that may arise from the Third- Party Agreements entered by Bijlipay.

16. AUDIT

- 16.1. Bijlipay may, at reasonable times during regular business hours, either directly or indirectly, audit and inspect, or have a third- party audit and inspect, the Merchant's, the Merchant's representatives', and/or the Merchant's Subcontractors' compliance with this Agreement and Applicable Laws. If the audit reveals any material non-compliance with this Agreement, in addition to any other legal and equitable rights and remedies available, the Merchant shall reimburse Bijlipay for the costs of the audit.
- 16.2. In the instance that Bijlipay identifies any non-compliance on the part of the Merchant, the Merchant shall cure all such non-compliances within 15 (fifteen) days of Bijlipay intimating the Merchant regarding the same and provide Bijlipay evidence of curing such non-compliance immediately.

17. PROHIBITED PRODUCTS & SERVICES

- 17.1. The Merchant hereby expressly agrees not to directly or indirectly deal in such product(s) or service(s)

in restricted categories as provided by Bijlipay, at any time during the subsistence of this Agreement including but not limited to the categories set out in **Annexure A** of this Agreement. Without prejudice whatsoever to Bijlipay's other rights and privileges, the Merchant binds himself unequivocally to be solely liable for including but not limited to any legal actions and suits, and to make good to Bijlipay, immediately upon demand, damages suffered by Bijlipay directly/indirectly or owing to claims by any third party, levy of assessment fees or fines, penal actions taken by Card Associations, the Reserve Bank of India and any other statutory or competent authorities for any breach of any terms of this Agreement.

18. MISCELLANEOUS

- 18.1. **Entire Agreement:** This Agreement with all its Annexures comprise the final understanding of the Parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the Parties. Any modification of or amendment to this Agreement, shall be effective upon a notification to the Merchant by email, or any other mode of communication as agreed between the Parties.
- 18.2. **Severability:** If any provision of this Agreement is determined to be unenforceable in whole or in part thereof for any reason, then such provision or part thereof, shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way be affected thereby and any act of omission/commission of the Parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and/or binding on the other.
- 18.3. **Assignment:** This Agreement will bind the successors and permitted assigns of the Parties hereto and the Merchant will notify and obtain prior consent from Bijlipay before assignment of this Agreement (*whether by operation of law, contract or otherwise*). The rights under this Agreement granted to the Merchant are not assignable or transferable without the prior approval of Bijlipay. Bijlipay shall be entitled to assign or transfer its rights and obligations under this Agreement to any other entity.
- 18.4. **Force Majeure.** Neither Party will be liable for any delay or failure in performing its obligations hereunder that is due to an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, pandemic riot or civil disturbance, war, act of terrorism, sabotage, accidents, insurrections, blockades, embargoes, storms or similar event beyond the reasonable control of the non-performing Party (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the Party whose performance is affected will give written notice to the other Party describing the affected performance. The Parties will promptly confer, in good faith, to agree upon equitable and reasonable action to minimize the impact of the condition on both Parties. The Parties agree that the Party whose performance is affected will use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and recommence the affected performance. If a Force Majeure Event prevents, hinders or delays the Merchant's ability to perform its obligations under this Agreement for 30 (thirty) consecutive days or more, then Bijlipay may terminate this Agreement immediately upon written notice. In the event of such termination, the Parties shall follow the procedures laid down under Clause 8.5 of this Agreement.
- 18.5. **Rights, Remedies and Waiver:** All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If either Party fails to perform its obligations under any provision of this Agreement and if the other Party does not enforce such provision, then, failure to enforce on that occasion shall not prevent enforcement on later occasions.
- 18.6. **Governing Law, Jurisdiction and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws in India. The Parties agree to submit to the exclusive jurisdiction of the courts located in Chennai, India as regards any claims or matters arising under or in relation to the terms and conditions of this Agreement. The Parties hereto will endeavor to settle amicably by mutual discussion any disputes, differences or claims whatsoever, related to this Agreement or arising on account of this Agreement. Failing such amicable settlement, any dispute shall be settled by arbitration by a single arbitrator who shall be appointed by Bijlipay. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the arbitration proceedings. The jurisdiction for the purpose of conducting arbitration proceedings or otherwise any proceedings before the courts shall always be that of Chennai, India. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English.
- 18.7. **Notices:** Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the Party issuing the same and shall be addressed to Bijlipay, or the Merchant at their respective addresses mentioned hereinabove or to such other address as the concerned Party may inform the other Party in accordance with the provisions of this Agreement.

- (a) Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post, courier, cable, facsimile or telex to:

If to Bijlipay: to the address as specified hereinabove.

If to Merchant: to the Address as specified in the Application Form.

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

18.8. **Counterparts:** The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original. Each Party hereto will receive by delivery or facsimile transmission or e-mail transmission a duplicate original of the Agreement executed by each Party and each Party agrees that the delivery of the Agreement by facsimile transmission or e-mail transmission will be deemed to be an original of the Agreement so transmitted. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' (.pdf) shall be as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Bijlipay	Merchant

ANNEXURE A - RESTRICTED BUSINESSES

- Merchant selling products that are illegal or breach any law or regulation in the jurisdiction of Bijlipay /Merchant/Cardholder
- Selling legal highs (including, narcotics or other psychotropic substances)
- Selling products or services that require licenses, where the license cannot be presented, or the license is not valid
- Selling replica, counterfeit and/or fake goods
- Casinos and gambling equipment, including “Junket Operators” that arrange gambling tours
- Betting, bookmaking, racing - Car/ Animals
- Military arms, firearms and ammunitions
- Political candidates or political organizations, entities owned by politically exposed persons (Promoters/Owners)
- Pornography goods/stores, Companion / Escort Services, Dating Services/ Matchmaker services, Online Adult Membership, Adult Book Stores, Adult Telephone Conversations
- Lotteries, raffles
- Replica merchandise
- Companies engaged in financial services which are not regulated by RBI/any other regulatory body or where relevant licenses are not available even though required.
- Body parts, which includes organs or other body parts – live, cultured/preserved or from cadaver
- Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction
- Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
- 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.
- Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances.
- Live animals or hides/skins/teeth, nails and other parts etc. of animals.
- 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 bank from time to time
- Lobby groups
- Tobacco, cigar and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products
- Entities engaged in chit funds / unauthorized financial schemes
- International merchants not having local presence in India
- Airlines & Payment aggregators
- Mining / Oil drilling & refining
- Credit repair companies /debt consolidation firms
- Houses of worship (e.g., churches, temples etc. for donations) / Fund raising by Political, religious organizations or institutions / Charities or Non-profit organizations
- Money Changers, Remittance Services, Money Transmitter, Check Cashing Business, Currency Exchange
- Alcohol / Wine shops which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne Merchants blacklisted by associations (NMAS/MATCH database)
- Body parts which include organs or other body parts;
- Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);
- Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- Child pornography which includes pornographic materials involving minors;
- Copyright unlocking devices which include Mod chips or other devices designed to circumvent copyright protection;
- Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
- Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
- Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items;
- Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;
- Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;

- Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, website, or other protected property;
- Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts;
- Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes;
- Offensive goods which include literature, products or other materials that:
- Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors;
- Encourage or incite violent acts;
- Promote intolerance or hatred.
- Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals;
- Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;
- Securities which include government bonds or related financial products;
- Traffic devices which include radar detectors/jammers, license plate covers, traffic signal changers, and related products;
- Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
- Wholesale currency which includes discounted currencies or currency exchanges;
- Live animals or hides/skins/teeth, nails and other parts etc. of animals;
- Multi-Level Marketing collection fees;
- Matrix sites or sites using a matrix scheme approach;
- Work-at-home approach and/or Work-at-home information;
- Drop-shipped merchandise;
- Any product or service which is not in compliance with all Applicable Laws and regulations whether federal, state, local, central or international, including the laws of India;
- The Merchant providing services that have the potential of casting the Payment Gateway Facilitators in a poor light and/or that may be prone to Buy & Deny attitude of the cardholders when billed (e.g., Adult material/ Mature content/Escort services/ friend finders) and thus leading to chargeback and fraud losses;
- Businesses or website that operate within the scope of laws which are not absolutely clear or are ambiguous in nature (e.g., Web-based telephony, Website supplying medicines or controlled substances, website that promise online matchmaking);
- Businesses out rightly banned by law (e.g., Betting & Gambling/ publications or content that is likely to be interpreted by the authorities as leading to moral turpitude or decadence or incite caste/communal tensions, lotteries/sweepstakes & games of chance;
- The Merchant who deals in intangible goods/ services (e.g., Software download/ Health/ Beauty Products), and businesses involved in pyramid marketing schemes or get-rich-quick schemes. Any other product or Service, which in the sole opinion of either the Partner Bank or the Acquiring, is detrimental to the image and interests of either of them / both of them, as communicated by either of them/ both of them to the Merchant from time to time. This shall be without prejudice to any other terms & conditions mentioned in this Agreement;
- Mailing lists
- Virtual currency, Cryptocurrency, prohibited investments for commercial gain or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world.
- Money laundering services.
- Database providers (for tele-callers).
- Bidding/Auction houses.
- Activities prohibited by the Telecom Regulatory Authority of India.
- Commerce Bank ODP
- Money Orders -- Wire Transfer
- Financial Institutions - Manual Cash Disbursements
- Financial Institutions - Automated Cash Disbursements
- Financial Institutions - Merchandise & Services
- Quasi Cash-Member Financial Institution
- Quasi Cash
- Security Brokers/Dealers
- Remote Stored Value Load-Member Financial Institution
- Remote Stored Value Load

- Payment Service Provider-Money Transfer
- Payment Transaction - Member Financial I
- Payment Transaction - Merchant
- Money Transfer-Member Financial Institut
- Value Purchase-Member Financial Institut
- Moneysend Intracountry
- Moneysend Intercountry
- Mastercard Moneysend Funding Transaction
- Poi Funding Transactions
- Mastercard Initiated Rebate/Rewards
- Overpayments
- Savings Bonds
- Escort Services
- Dating Or Escort Services
- Hospital Patient Personal Funds Withdraw
- Debt Collection Agencies
- Government-Owned Lotteries
- Government Licensed Casinos (Online Gambling)
- Government Licensed Horse/Dog Racing
- I-Purchasing Pilot
- Government Loan Payments
- Visa Credential Server
- GCAS Emergency Services (Visa Use Only)
- Gambling-Horse, Dog Racing-St Lottery
- Client Defined MCC
- Any other activities prohibited by Applicable Law.

ANNEXURE B – FEES

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ANNEXURE C – IMPLEMENTATION