

Terms and Conditions of Payments

This terms & conditions shall be read together with the Merchant Terms and the Capitalized Terms not defined hereunder shall have the same meaning defined under the Merchant Terms.

1 Definitions

- 1.1 "Card Member" or "Member" or "Customer" or "Cardholder" shall mean a person holding a Valid Card making payment using valid card.
- 1.2 "Card Schemes" means Rupay, Visa, MasterCard, Maestro, American Express and such other Card Schemes notified by EzSwype to Merchant from time to time
- 1.3 "Card Brands" means Rupay, Visa Inc. The USA and MasterCard International, Inc. or other entities.
- 1.4 "Card Scheme Rules" means the rules regulations and operating instructions issued by Card Schemes, as may be varied and updated from time to time.
- 1.5 "Charge Slip" means the form used by the Merchant in a format provided by EzSwype to enable the Merchant to record charges, transaction details and obtain the cardholder's signature thereby obtaining the cardholder's consent to debit his card account.
- 1.6 "Merchant Discount Rate (MDR)" means with respect to each Transaction Amount a percentage thereof as specified in MDR Details of Schedule I of the Agreement. Provided however that the Merchant Discount Rate may be revised from time to time by EzSwype.
- 1.7 "Payment Facilitator" shall mean is a third-party agent that may (a) Sign a merchant acceptance agreement on behalf of an acquirer (b) Receive settlement of transaction proceeds from an acquirer, on behalf of a Merchant.
- 1.8 "PCI- DSS" shall mean the Payment Card Industry Data Security Standard a widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information.
- 1.9 "Transaction Support Fee" means with respect to each Transaction Amount a percentage thereof as specified in Schedule of Fees under Schedule II of the Agreement. This Transaction Support fee is charged against services provided related to the transaction such as SMS, Email and NEFT etc.
- 1.10 "Transaction Amount" shall mean the amount payable by the Customer using the Valid Card for the product service offered by the Merchant inclusive of shipping charges and other taxes, duties, cost, charges and expenses in respect of the product service that is to be charged to the Cardholders Valid Card.
- 1.11 "Transaction" means an act between the Cardholder and the Merchant that complies with the requirements set out in the Agreement regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services that result in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds but which, for the avoidance of doubt, does not include any transactions between a Cardholder and EzSwype.
- 1.12 "Technical Person" shall mean and include any legal person authorized by EzSwype to performs operations with the POS terminal received from the bank (installation, setup, repair, expert assessment of the POS terminal, etc
- 1.13 "Transaction Data" means all data relating to Transactions.

- 1.14 "Valid Card" shall mean a credit or debit card issued by Rupay/VISA/MasterCard or any such card association as per the rules or such other card as notified by EzSwype from time to time bearing signature of the holder whose name is embossed on the same but shall not include (i) a card listed on a current warning notice or (ii) an expired card or a card not yet operational or (iii) a card that cannot be used in India or (iv) a damaged or torn card.
- 1.15 "Valid Charges" is a charge within the amount authorized in accordance with Clause 5 hereinbelow, which is charged to the Card Member (i) on a Charge slip acceptable to EzSwype, bearing an imprint of a Valid Card and bearing the same signature as that on the Valid Card; and (ii) using the POS Equipment with Charge Slip generated from the POS Equipment after swiping the Valid Card, and bearing the same signature as that on the Valid Card
- 1.16 Card of the whole or part of any sum authorized by a Cardholder to be debited to their Cardholders Account.

2 Scope and Applicability

- 2.1 These terms and conditions shall be applicable in respect of each and every transaction involving payment by means of a Valid Card.
- 2.2 The Parties understand and acknowledge that prior to assigning an identification number for the Merchant and in case before entering into, extending or renewing the Agreement and prior to submitting a Merchant application to a bank or a Payment Facilitator, as relevant, EzSwype shall carry out, in full a screening process and a due diligence exercise on the Merchant as may be prescribed by the bank or the Payment Facilitator, as relevant. The Merchant hereby agrees to cooperate with such process or due diligence exercise and shall provide to EzSwype access to its premises and/or all information including but not limited to books, records etc., as requested for. The Merchant shall provide to EzSwype with copies of any documents (whether or not in electronic form) or information that it may request for in relation to the fulfillment of its obligations under the Prevention of Money Laundering Act 2002.
- 2.3 The Merchant hereby undertakes to honor and accept every Valid Card when properly presented as payment by Customers for all transactions. The Merchant shall not engage in such acceptance practices or procedures that discriminate against or discourage the use of VISA MasterCard/RUPAY or any other cards in favor of any other payment mode accepted by the Merchant. If a Merchant indicates a price to a cardholder which is not a price applicable to all methods of payment accepted by it, then the Merchant shall display a statement explaining any methods of payment to which the indicated price does not apply and the difference in price either as an amount or a percentage. The statement must be displayed at each public entrance to the Merchants premises and at each Point of Sale.
- 2.4 On an on-going basis, the Merchant must promptly provide EzSwype with the current address of each of its offices, all 'doing business as' (DBA) names used by the Merchant, and a complete description of goods sold, and services provided to its customers
- 2.5 The Merchant hereby agrees that:
- 2.5.1 it shall comply at all times with all applicable Laws;
- 2.5.2 it shall comply with all applicable Card Scheme Rules, as amended from time to time and shall carry out Transactions in the territory of India only;

- 2.5.3 the Card Schemes are the sole and exclusive owner of all Intellectual Property Rights in relation to names, logos, symbols and trademarks as published by them and the Merchant shall not contest the ownership of such Intellectual Property for any reason;
- 2.5.4 it shall submit Transactions to EzSwyte in respect of goods/ and or services provided by the Merchant to the Cardholder;
- 2.5.5 It shall ensure that it prominently and unequivocally informs a Cardholder of the identity of the Merchant at all points of interaction, so that the Cardholder can readily distinguish the Merchant from any other third party, such as a supplier of products or services.
- 2.5.6 It shall display appropriate signage at the relevant POS Equipment (including on- line, on multi-media platforms, and at payment gateways, as applicable) which displays the relevant trademarks, symbols, logos provided by the Card Schemes to indicate which Cards are accepted for payment.

3 Installation and Use of POS Equipment

- 3.1 The Merchant shall retain in its possession and for its exclusive use the POS Equipment, provided by EzSwyte and keep the same in a good condition.
- 3.2 EzSwyte shall be entitled to charge the Merchant for the costs of the POS Equipment and/or the costs of repairing the POS Equipment, in the event the POS Equipment is damaged or is used in an improper manner by the Merchant.
- 3.3 Technical Person of EzSwyte will install POS terminal received from the bank and the maintenance shall be always through Technical Person.
- 3.4 The Merchant shall not permit any third party to perform any maintenance services on the POS Equipment or effect modification or enhancement or software/engineering changes to the POS Equipment without the prior written consent of EzSwyte.
- 3.5 The Merchant shall not (i) sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the POS Equipment or any encumbrance on the POS Equipment tube created; (ii) remove, conceal or alter any markings, tags or plates attached to the POS Equipment or part thereof; (iii) disallow EzSwyte's right to access, repossess or dispose of the POS Equipment pursuant to the Agreement; or (iv) otherwise to be encumbered in any way whatsoever.
- 3.6 The loss or damage arising out of negligence, or misuse of the POS Equipment and/or default in payment due to any reason whatsoever or that of any telecommunication devices attached to/ inbuilt within/ embedded in the POS Equipment shall be to the account of the Merchant, and EzSwyte shall recover such losses and expenses from the Merchant.
- 3.7 The Merchant shall permit the authorized representatives of EzSwyte or EzSwyte's authorized Franchisee/ agent to carry out physical inspections of the POS Equipment (or take possession of the POS Equipment, in case of termination of the Agreement) during business hours, with or without prior notice.
- 3.8 EzSwyte may seek enhancement of the POS Equipment for the provision of additional services using the POS Equipment and the Merchant shall allow EzSwyte or EzSwyte's agent to undertake such enhancements and facilitate and provide such services.
- 3.9 EzSwyte reserves the right to fix a daily merchant limit (i.e. the amount beyond which the cards of the Customers cannot be accepted in a day on the payment gateway of EzSwyte) or such other limits as may be specified by EzSwyte from time to time.

- 3.10 The Merchant undertakes that it shall comply with the guidelines of the MasterCard, Visa, Rupay, Amex, NPCI Associations, and such other card associations as may be specified by EzSwyte from time to time.
- 3.11 The Merchant shall make timely payment of the rentals and other charges only to the authorized representatives of EzSwyte.
- 3.12 The Merchant shall ensure that its products shall, at all times, be marketed and/or distributed as the products marketed/sold by the Merchants. The Merchants shall ensure to 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 EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte and none of the aforesaid entities or EzSwyte shall bear any liability in this regard. Merchant shall ensure that it displays on the Merchants premises such disclaimers, warranties, and indemnities as EzSwyte may require from time to time in this regard.
- 3.13 The Merchant shall adopt appropriate measures of privacy, which measures should clearly ensure that the privacy of its customers is protected, and no information given by such. Customers shall be utilized in any manner whatsoever which could directly or indirectly result in any harm to the customers or which would constitute a breach of such privacy.
- 3.14 The Merchant hereby undertakes and agrees:
 - 3.14.1 Not to describe itself as an agent, representative, partner or employee of EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte
 - 3.14.2 Not to make any representations to its Customers or any third party or give any warranties which may require EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customers or any third party.
- 3.15 The Merchants shall ensure that all transactions are identified with (a) the card acceptor business code/ MCC that most closely reflects the Merchants primary business in accordance with the Card Scheme Rules, the Merchant shall ensure that it shall carry out transactions in India only and in Indian Rupees only, as required by the Card Scheme Rules. EzSwyte shall have the right to request that Merchant to use a specific MCC if increased cardholder disputes or inappropriate authorizations result from the use of a general MCC.
- 3.16 The Merchant shall not retain or store magnetic stripe or CW2/CVC2 data after authorization for a transaction has been received.
- 3.17 The Merchant shall execute the card transaction at the presence of the cardholder. Merchant shall issue the receipt to the cardholder after every card transaction and the merchant shall not make any changes in the transaction record or on the receipt.
- 3.18 If the goods are returned, the Merchant shall upon due acceptance of the return of goods, shall cancel the card transaction through the POS terminal on the same day of the transaction.

4 Authorization

- 4.1 Merchant must obtain an authorization from EzSwyte (or any other entity associated with EzSwyte in this regard) for any and every charge incurred by the Card Member. Authorization in respect of charges can be obtained swiping the Valid Card using the POS Equipment.

- 4.2 If the Merchant accepts charges without prior authorization, EzSwyte will not be responsible for any such charges or any part thereof and all such charges will be accepted only on a collection basis.
- 4.3 Splitting of charges into two (2) or more Charge Slips will not be acceptable to EzSwyte
- 4.4 EzSwyte reserves the right to refuse the charges if an authorization is declined. Any authorization given by EzSwyte will be in its absolute discretion and EzSwyte may further, in such an event, also direct the Merchant to take immediate preventive action.
- 4.5 In case of any disputes regarding authorizations given by EzSwyte regarding any details pertaining thereto (whether as to card number, expiry date of a Valid Card, amount, date and the time of charges, time at which authorization is given or otherwise whatsoever), the decision of EzSwyte to grant or refuse authorization and the details mentioned by EzSwyte shall be final and binding on the Merchant.
- 4.6 Merchant shall be responsible for verification of Card Member signature on the back panel of Valid Card with the signature of the said card Member on the Charge Slip. In the event of a mismatch of the Card Member signature, Merchant shall follow the procedure as laid down by EzSwyte from time to time. Merchant shall obtain photocopy(ies) of the passport of the Card Member and the front side of Valid Card in case of a transaction conducted on an international card above Rs. 10,000/- (Rupees Ten Thousand Only) or such other amounts as maybe prescribed by EzSwyte from time to time. The Merchant shall verify such photocopy (ies) with the originals before accepting the same. Merchant shall verify photo id of customer and match the name & sign on such id with name and sign on card in case of local card, ID proof shall be collected by the Merchant for transaction above INR10000/- for merchandise or service particularly related to jewelry, electronics, antiques, handicrafts, travel, and telecom or such merchandise as may be directed by EzSwyte, Payment Facilitator or the Bank or regulatory authorities. Amount thresholds, the list of documents to be collected are subject to change as per card scheme rules from time to time. Merchant agrees to provide invoice copy or any such other documents related to the transaction as required by EzSwyte from time to time.
- 4.7 The Merchant shall not process or deposit transactions with EzSwyte for or on behalf of any third party. The Merchant will also not give cash advance by showing the transaction as a sale transaction. The Merchant shall not accept payment from a Cardholder to refinance an existing debt.
- 4.8 EzSwyte reserves the right to discontinue the Support Service and or terminate the Agreement in case of any non-compliance with this term or any other terms of the Agreement and recover such amounts from the Merchant in case it is exposed to losses due to chargebacks or disputes.
- 4.9 The Merchant shall refrain from indulging in any practice whereby the Merchant refuses to accept a valid card for payment.
- 4.10 The Merchant shall not accept any transaction using any card issued in the Merchants name, or of a partner in, or director or another officer of Merchants Business, or of the spouse or any member of the immediate family or household of any such person.

5 Transaction Handling

- 5.1 The Merchant is handling transaction(s) via payment gateway of EzSwyte and therefore must ensure that the extraction of data from the Valid Card must be in the manner specified by

EzSwyte (this may vary from time to time but EzSwyte will give prior notice of variation to the Merchant);

- 5.2 Deliver to the Cardholder a bill mentioning the Transaction Amount received from the Cardholder through the payment gateway of EzSwyte.
- 5.3 EzSwyte reserves the right to impose limits on the number of transactions undertaken using particular Valid Card and the value of a single transaction during any time period and reserves the right to refuse to make payments in respect of transactions exceeding such limit.
- 5.4 The Merchant shall not require any cardholder to pay any surcharge to pay any part of the discount, whether through an increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the transaction in which a Valid Card issued.
- 5.5 The Merchant hereby agrees that EzSwyte or any Payment Facilitator may retain or withhold settlement of any sums due from EzSwyte to the Merchant if any contractual obligation of EzSwyte to banks, payment facilitators or any other third parties are breached as a result of the Merchants breach of its obligations under the Agreement.

6 MDR and Charge Slip Presentment

- 6.1 In consideration of the services provided under the Agreement, the Merchant agrees to pay to EzSwyte, the Merchant Discount Rate (MDR) and any further charges as detailed in the Agreement, which shall be deducted by EzSwyte from the amounts payable to the Merchant in respect of a Transaction Amount. For the purpose of the Agreement, the discount rate would be as mentioned in Transaction Fee Details of the Schedule I attached to the Agreement.
- 6.2 Merchant Discount Rate shall be calculated as a percentage of the Transaction Amount;
- 6.3 If any extra credit is given by the Merchant to the Cardholder without prior approval of EzSwyte, the Merchant shall do so at its own risk and responsibility. In such case the entire transaction would be treated as void and EzSwyte will reject payment of the same;
- 6.4 All applicable tax including whether currently in force or introduced after the date of the Agreement and any other taxes, duties, fees, and charges arising out of the performance of the Agreement shall be borne by the Merchant.

7 Presentment of Transactions and Refunds

- 7.1 The Merchant agrees to inform the Cardholder about its credit refund policy clearly mentioning the same in the bill, invoice and/ or on the website.
 - 7.1.1 If in respect of any transaction, any goods/services are not received as described, by the Cardholder or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make a cash refund but shall complete a Charge Slip supplied or approved by EzSwyte. The Merchant shall sign and date each Charge Slip and include a brief description of the items concerned. A true and completed copy of the Charge Slip must be delivered or forwarded to the Cardholder
 - 7.1.2 In the event of a refund to a Cardholder, the Merchant shall not make a cash refund to the Cardholder. The Merchant must present a credit process/ refund letter on headed stationery and signed by authorized signatory/is. The Merchant must not process a refund transaction unless there is a preceding corresponding debt on a card account. In the event that only Charge Slips are presented to EzSwyte at any one time, the Merchant shall at

the same time make payment of the net refund (i.e., the total refund(s) to the cardholder(s) less the discount) to EzSwyte.

7.2 By presentation of any transaction information (which for the purposes of the Agreement means any Charge Slip and/ or any information in respect of any transaction presented to EzSwyte by or on behalf of the Merchant) the Merchant warrants to and agrees with the EzSwyte, Payment Facilitator and/or Bank:

7.2.1 That the Merchant has supplied or caused to be supplied, the goods/ and or services to which the transaction information relates and to the value stated therein and a price not greater or otherwise on terms not less favorable than the same price and terms at and on which such goods and/ or service are supplied by the Merchant for cash;

7.2.2 That no other Charge Slip or information shall be issued or presented in respect of the goods and/ or services to which the transaction information relates;

7.2.3 That the transaction is legal;

7.2.4 That the provision of credit for the supply of goods and/ or services to which the transaction information relates is not unlawful; and

7.2.5 That the transaction information relates to a Valid Charge and that the Merchant has complied with the terms of the Agreement

7.2.6 That all statements contained in the Transaction Data are true, accurate and complete;

7.2.7 No other Transaction has been processed in respect of the same goods and/or services;

7.2.8 That the Transaction is legal and in accordance with the Agreement and the Card Scheme Rules and no element of credit is provided by the Merchant;

7.2.9 The Transaction has been entered into by the Merchant in good faith and the Merchant is not aware of any dispute relating to or any matter which may affect the validity of the Transaction;

7.2.10 The receipt from Merchant and the processing of Cardholder information and Transaction Data supplied by Merchant to EzSwyte in the course of administering and discharging EzSwyte's obligations and liabilities under the Agreement shall not infringe the rights of any third party;

7.2.11 The Merchant is validly registered and existing under the laws of India and has by proper action duly authorized the execution and delivery of the Agreement;

7.2.12 The Merchant is not and not being prohibited from participating in the Card Schemes to accept services of a kind offered by EzSwyte;

7.2.13 The Merchant is and shall remain during the term of the Agreement fully compliant with PCI as provided in Clause 11;

7.2.14 The Merchant knowledge's that it shall be responsible for, and undertake to, meet all costs associated with achieving and maintaining PCI compliance, including any fines, costs or charges arising from the Merchant being compromised or not being compliant or any data held by it being compromised and/or used for fraudulent purposes;

7.3 Neither the receipt by EzSwyte of any transaction information nor any payment by or any act or omission by EzSwyte (other than an express written acknowledgment or waiver thereof by EzSwyte) shall constitute or be deemed to constitute any acknowledgment or waiver of compliance by the Merchant with any of the warranties specified in the Agreement.

- 7.4 The Merchant hereby agrees that all transactions and refunds shall be in accordance with the Agreement, the card scheme rules, and all other applicable Laws. EzSwyte shall not accept from a Merchant, any Transaction EzSwyte knows to have been illegal. The Merchant shall not submit for payment, any Transaction they know or ought to have known is illegal.

8 Payments

- 8.1 Subject to the provision of sub-clause (8.2) hereof, and without prejudice to the right conferred by Clause 10 hereinafter appearing, EzSwyte shall pay to the Merchant, Valid Charges specified in the Charge Slips received at their offices within 3 days of receipt, in case of Rupay Visa/ MasterCard any other card association except under circumstances beyond the reasonable control of EzSwyte. Payment of such charges by EzSwyte is not to be construed or deemed to mean that the charges involved are Valid Charges. EzSwyte will be entitled at any time by giving notice to set-off and adjust outstanding of the Merchant, against all payments due to the Merchant and such set-off and/or adjustments shall be final and binding on the Merchant.
- 8.2 Where EzSwyte has reason to believe that any charges have been fraudulently incurred or charged either on a Valid Card or a counterfeit card or where EzSwyte has reason to investigate or cause to be investigated any charges (hereinafter referred to as "Suspect Charges"), EzSwyte shall be entitled to withhold payment (without interest) pertaining to such Suspect Charge(s) for a period not exceeding 6 (six) months from the due date of payment under sub-clause (8.1) above. EzSwyte shall, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or which subsequently become due to Merchant pursuant to the Agreement if in good faith EzSwyte suspect that (i) any Transaction is fraudulent or involves other criminal activity; (ii) that any Transaction was not in the ordinary course of Merchants business; (iii) if the number and/or size of the Transaction(s) is significantly greater than expected; (iv) if any of the termination events has occurred or (v) if EzSwyte suspect that any such termination event has, or is likely to occur (whether or not EzSwyte have terminated the Agreement). All payments so suspended may be retained by EzSwyte until EzSwyte has satisfied that such Transaction(s) is/are legitimate and no longer liable to be the subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld
- 8.3 Provided that if before the expiry of 6 (six) months from the due date of payment under sub-clause (a) above. EzSwyte determines after due inquiry and investigation that the charge is a Valid Charge and not a Suspect Charge, EzSwyte shall release such withheld payment
- 8.4 Provided further that if within the said period of 6 (six) months EzSwyte determines after due inquiry and investigation that any Suspect Charge is not a Valid Charge, EzSwyte shall be entitled not to pay the same at all and the Merchant undertakes not to raise any claims thereto.
- 8.5 If EzSwyte suspects, on reasonable ground and in its sole and exclusive opinion, that the Merchant has been negligent, or has committed a breach of the Agreement or acts dishonestly or commits fraud against EzSwyte or any Cardholder, EzSwyte shall be entitled to suspend all payments under the Agreement to the Merchant pending enquiries by EzSwyte and resolution of the same to the EzSwyte's satisfaction.
- 8.6 Net payments to the Merchant shall be made by EzSwyte directly into the respective account of the Merchant or by cheque.

- 8.7 In the event of a Customer making a purchase by a Valid Card and the Customer or the bank associated with EzSwyte with whom the Customer has taken the credit card raises any dispute whatsoever, EzSwyte 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. EzSwyte shall, without prejudice to its other rights, be entitled to debit the payment to be made to the Merchant and/or from any other account of the Merchant with EzSwyte and/or shall also be entitled to set-off the same from any amounts due to the merchant by EzSwyte and make a corresponding credit to the customers valid card. If the dispute raised by the customer is decided, to the satisfaction of EzSwyte or bank and/or entity associated with EzSwyte, in favor of the Merchant, such payment shall be forthwith returned to the Merchant without any interest after the money have been recovered from the customer. EzSwyte or any other bank shall not be liable for any delay in returning the payment to the Merchant and shall be absolved from all liabilities thereon.
- 8.8 In the event of a Customer making a purchase by a Valid Card and requesting any bank associated with EzSwyte for a refund on any grounds whatsoever, or in the event of the Customer raising any dispute in respect of the products whatsoever, EzSwyte shall forthwith inform the Merchant of the same and shall cause to make a provisional credit in the customer's account and the Merchant shall be obliged to, forthwith, refund all such amounts to EzSwyte and such refund shall be made in a period of not more than five (5) days. If the Merchant and the Customer are unable to arrive at a satisfactory resolution of the problem within a period of Ten (10) days thereafter, EzSwyte shall be entitled to cause a direct credit to the disputing Customers account for the disputed amount by debiting the Merchant's account. Such debt to the Merchants account and the direct credit to the disputing Customers 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 10 day period, EzSwyte shall cause to deal with the said money in accordance with the terms of the settlement arrived at EzSwyte or any other bank and/or entity associated with EzSwyte shall not be liable to any Customer and the Merchant shall indemnify and keep indemnified EzSwyte and any other bank and/or entity associated with EzSwyte against any claims, damages, liabilities, costs, expenses, legal fees suffered by EzSwyte and any other bank and/or entity associated with EzSwyte in this regard.
- 8.9 The Merchant acknowledges and agrees that EzSwyte reserves the right to deduct any charges, fines, penalties or additional fees charged by the card organizations on EzSwyte or any bank, Payment Facilitator associated with it, in respect of any Transactions processed and submitted to EzSwyte.
- 8.10 Due to technical issue if excess settlement amount credited to Merchant's account then Merchant shall be responsible to intimate to EzSwyte immediately. Failing to intimate such excess credit, either intentionally or unintentionally will be breach of Merchant Agreement and breach of trust. EzSwyte shall upon acquiring knowledge shall have a right to adjust from the net amount settlement payable to Merchant on such date of acquiring knowledge or any other date as EzSwyte may deem fit.
- 8.11 Other Amounts Due. The Merchant shall pay EzSwyte all amounts which become due and payable to EzSwyte, as specified in the Agreement, including:
- 8.11.1 A number of any Refunds issued (if not already deducted from sums paid by EzSwyte to the Merchant);

- 8.11.2 The full amount of any overpayments made by EzSwyte in respect of Transaction Data, however, caused;
- 8.11.3 The full amount of any payments made by EzSwyte in respect of invalid Transaction Data (if not already deducted from sums paid by EzSwyte to the Merchant);
- 8.11.4 The full amount of all Chargebacks (if not already deducted from sums paid by EzSwyte to the Merchant);
- 8.11.5 The amount of any fees, fines, penalties and/or other charges payable by EzSwyte to a Card Scheme, or any other person, as a result of any failure by the Merchant to comply with the Agreement, or if the ratio of the Merchants aggregate Chargebacks to Transactions exceeds the relevant industry average (as determined by the Card Schemes from time to time) if not already deducted from sums paid by EzSwyte to the Merchant; and
- 8.11.6 Any other sums due and payable by the Merchant to EzSwyte under the Agreement.

9 Data Connectivity Charges

- 9.1 If a SIM Card has been provided along with the POS Equipment, then the Merchant undertakes to use this SIM Card only with the POS Equipment provided under the Agreement and only for the purpose of telecommunication between EzSwyte's terminal and its server.

10 Chargebacks/ Invalid Card Transactions

- 10.1 The Merchant undertakes that any charges accepted by EzSwyte, which prove to be uncollectible, and which were incurred in any of the following circumstances shall be the exclusive financial responsibility of the Merchant. The Merchant agrees to the non-payment of such charges or the charging back of such uncollectible charges (as the case may be) by EzSwyte, without any demur or protest. Below is an indicative and non-exhaustive list of examples of charging-back of uncollectable charges.
 - 10.1.1 Any charge which is not a Valid Charge, and/or which is made by a card, which is not a Valid Card at the time of incurring of the charge by the Card Member;
 - 10.1.2 Any charge which was incurred by a Member outside the date indicated as "valid through" on the Members Valid Card;
 - 10.1.3 Any payment which the Customer refuses to honor 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 reason whatsoever;
 - 10.1.4 Any charge/debit which is a Suspect Charge and it is determined by due inquiry and investigation within six (6) months that any Suspect Charge(s) is not a valid Charge;
 - 10.1.5 Any charge incurred outside the territory authorized for the use of a Valid Card;
 - 10.1.6 Any charge incurred involving the forgery of the Card Member's signature on the Charge Slip;
 - 10.1.7 Any charge incurred which involves an incomplete or illegible Charge Slip as to the Card Members name, the number of the Valid Card or the validity date of the Valid card
 - 10.1.8 Any charge received by EzSwyte more than two (2) days after a Card Member incurred the charges and were authorized by EzSwyte

- 10.1.9 Any charge that was previously billed and paid directly by the Merchant to the Card Member;
 - 10.1.10 Any charges without prior authorization of EzSwyte as provided therein;
 - 10.1.11 Any charges for merchandising or services in an amount in excess of the advertised price;
 - 10.1.12 Any charges for undelivered merchandise or service
 - 10.1.13 Any charges with respect to which a Card Member refuses to pay because the merchandise or services purchased from the Merchant were not as promised or the merchandise was defective;
 - 10.1.14 Any charges with respect to which the Merchant has not resolved a Card Member's complaint or request for an adjustment within given timelines;
 - 10.1.15 If Rupay, Master Card, Visa or any other card association dispute the transaction or report a retrieval request/fraud/chargeback; Any charge determined by EzSwyte to be non-compliant with the Card Scheme Rules;
 - 10.1.16 Any other event or circumstance which EzSwyte shall from time to time notify to the Merchant to have occurred at the date of the transaction.
- 10.2 Transaction Disputes: Upon the occurrence of any dispute regarding a Transaction, the Merchant shall notify EzSwyte of any such dispute promptly (and in any event within twenty-four (24) banking hours). The Merchant shall make all efforts to resolve such dispute directly with the Cardholder.
- 10.3 If EzSwyte receives a Chargeback notice, EzSwyte shall intimate the Merchant and request the Merchant to submit documents in support of the Transaction and anytime within 2 banking days from the date of intimation by EzSwyte. EzSwyte may, after this 2 banking days from the date of intimation by EzSwyte, proceed to debit the Merchants bank account for the amount of the Chargeback. Any reversal will be the subject satisfactory resolution of the chargeback under the Card Scheme Rules. If the documents submitted by the Merchant are found to be incomplete or inadequate, EzSwyte shall intimate the same to the Merchant and the Merchant shall within 5 banking days following such date of receipt of intimation of the inadequacy or incompleteness provide the necessary documents. This provision also extends to a card payment which does not constitute a Transaction but which a Merchant has submitted to EzSwyte for processing as a Transaction.
- 10.4 Notifications of defects in Transaction Data- EzSwyte is not obliged to notify the Merchant of any details of Chargeback except where a Chargeback is in fact made or to procure or assist the Merchant in procuring, payment from a Cardholder where the relevant Transaction has been charged back to the Merchant. In some cases, a Card issuer may request a copy of the Transaction record prior to initiating a Chargeback. EzSwyte shall forward these requests to the Merchant and deliver its response to the Card Issuer. The Merchant shall respond to these requests within the timeframes and manner stated. Due to the short time requirements imposed by the Card Schemes, the Merchants failure to timely respond will be communicated to the Card issuer and may result in a Chargeback(s) as well as Scheme related costs or fees.
- 10.5 No Waiver of Cardholder Rights. The Merchants shall not transfer or attempt to transfer financial liability by asking or requiring a Cardholder to waive his rights to dispute a Transaction in any contract or otherwise.

11 Compliance

- 11.1 The Merchant hereby also confirms and acknowledges that it is aware of and agrees to abide by and maintain compliance with the Card Scheme Rules, guidelines of the Rupay /MasterCard Visa/ any such card associations, especially the requirement of inclusion of the Merchant's name in the NMAS, if the merchant acts in contravention of the various clauses of these terms and conditions.
- 11.2 Deployment of other applications in the POS Equipment: The Merchant shall not deploy any other payment applications in the POS Equipment which has the capacity to capture card number or card details, except after being informed to EzSwyte in advance and concurrence thereof obtained from EzSwyte.
- 11.3 Compliance to Security Standards: In the interest of security of card transactions, the Merchant shall comply with PCI DSS standards, Visa "Account Information Security Program" and the MasterCard "Site Data Protection Program and any other security standards prescribed by the cards and shall arrange to encourage deployment of PABP compliant applications in the POS Equipment. EzSwyte shall have the right to carry out an audit of the Merchant's system to ensure the Merchants compliance with PCI-DSS. The Merchant shall co-operate with EzSwyte in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data;
- 11.4 Capture only its own transactions: The Merchant shall capture only the transactions done in its establishment in the POS Equipment deployed. On no account, shall the Merchant offer to capture the transactions done on other establishments.
- 11.5 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 EzSwyte 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, EzSwyte shall be entitled to call upon the Merchant to cause removal or discontinuation of such display, advertisement, distribution or sale, as the case may be. The Merchant shall, upon receipt of such a request, forthwith, discontinue such practice. Provided that, in the event, the Merchant satisfies EzSwyte that the same is not contrary to the aforesaid, it shall not be required to discontinue/get discontinued such practice.
- 11.6 EzSwyte or any bank or entity associated with EzSwyte shall not be responsible for any delivery, after-sales service, payment, invoicing or collection, customer inquiries (not limited to sales inquiries), technical support maintenance services and/or any other obligations or services relating to or in respect of the products whatsoever. Such services shall be the sole responsibility of the Merchant including that of all expenses and/or costs relating thereto without any liability to EzSwyte or any bank or entity associated with EzSwyte.
- 11.7 The Merchant hereby confirms that EzSwyte, Payment Facilitator, any bank or entity associated with EzSwyte shall not be responsible for the quality or merchantability of the products or services sold to the Customer. EzSwyte, Payment Facilitator or any bank or entity associated with EzSwyte shall also not be responsible for any non-delivery /delay in delivery/ non-fulfillment of the products/services or any non-fulfillment of the products/service warranties. All risks associated with the delivery/fulfillment of the product/service shall be solely that of the Merchant. 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

Merchant and the customer directly and EzSwyte, Payment Facilitator and any bank or entity associated with EzSwyte shall not be made party to any such disputes. The Merchant shall hold EzSwyte, Payment Facilitator, any bank or entity associated with EzSwyte harmless from any such actions or claims that may be initiated against it be reason hereof. The Merchant shall also indemnify and hold indemnified EzSwyte, Payment Facilitator, any bank or entity associated with EzSwyte at all times against all such damages, costs, liabilities, expenses, losses, legal costs, actions, and claims.

- 11.8 In no event shall EzSwyte be required to or deemed to establish any contract for the sale and purchase of the products/services with the Customer. The Merchant further undertakes to ensure that the appropriate notices and disclaimers are provided to the customer informing the customer that the Customer is purchasing the products/services solely from the Merchant pursuant to a sale and purchase agreement with the Merchant through the POS Equipment provided by EzSwyte. The Merchant shall indemnify and keep indemnified EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte from and against all damages, costs, liabilities, expenses, losses, legal costs, actions and claims made by any customer against EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte as a result of a breach of this provision.
- 11.9 EzSwyte, Payment Facilitator, any bank and/or entity associated with EzSwyte shall not be liable in contract, tort or for any in director consequential loss or damage sustained by the Merchant by any use of or reliance on the electronic communication, orders or messages including that of Support Services provided by EzSwyte to the Merchant 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 EzSwyte specifically excludes the same to the fullest extent permitted by law even if EzSwyte shall have been advised in advance of the possibility of such damages.
- 11.10 Whilst EzSwyte shall use its best endeavors to ensure that there is no breakdown/interruption or any technical flaw in the Support Services, the Merchant shall not hold EzSwyte responsible for any breakdown/ interruption or any technical flaw in the Support Services and/or any consequent delay or failure incompleteness of payment instructions as a consequence thereof.

12 Information and Audit Rights

- 12.1 Request for Documentation: Upon request, the Merchant shall provide EzSwyte with copies of interim and/or annual audited financial statements and other required documentation or information concerning the Merchants business as EzSwyte may reasonably request, to assist with EzSwyte continuing evaluation of the Merchant's financial and credit status.
- 12.2 Right of Inspection: EzSwyte may by prior written notice of not less than 7 business days, request the Merchant to provide to EzSwyte reasonable access to its facilities for the purpose of performing an inspection of the Merchant's books, records and/or systems, and to take copies of such book and records as EzSwyte may require.
- 12.3 Request for records pertaining to the transaction: EzSwyte shall be entitled, at any time, and from time to time, upto eighteen (18) months after the Transaction Data, to request the Merchant to provide EzSwyte, within the timeframe stated, and at no charge, with legible copies of documents and other evidence acceptable to EzSwyte of the Cardholders authority to debit its account with the amount of the Transaction.

- 12.4 Notification of Changes in the Merchant's Business: The Merchant shall inform EzSwyte immediately of any change in the circumstances affecting its business including (i) any insolvency event, (or impending insolvency event); (ii) any actuator impending change of control in (a) the Merchant or its parent (iii) any actual or impending change in Merchant's trading terms, directors, other officers, members or partners, business or trading name, legal status, business or trading address or in any of the Merchant's other details that it has provided to EzSwyte; and (iv) any actuator impending sale or other disposal of all or any material part of the Merchant's assets which may result in a material adverse change to the Merchant's Business.
- 12.5 Audit: For the purpose of auditing the performance of the Merchant's obligations under the Agreement, Merchant shall on request (and at their own expense as may be applicable):
- 12.5.1 provide documentary evidence to EzSwyte, in the form and in the manner requested by EzSwyte, of the Merchant's compliance, with all of the requirements and obligations set out in the Agreement;
- 12.5.2 provide all such information required to carry out necessary investigations for the purpose of such audit;
- 12.5.3 grant unrestricted systems access to EzSwyte and the Card Schemes to enable EzSwyte to confirm at a minimum: (i) the Merchant's processing volume; (ii) funding to Merchant; (iii) Merchant's reserves; (iv) fraud monitoring; and (v) the Merchant underwriting requirements (to include, but not limited to, site visitation documentation, financial statements, MATCH and VMAS screening, Merchant authentication and any other information required by EzSwyte and/or the Card Schemes).

13 Cash Advances, Cash Refunds

- 13.1 In case any Valid Charges of any Card Member are required to be credited back to such Card Member in accordance with the standard terms and conditions, the Merchant will not allow such Card Member to encash any cheque and/or the Merchant will not make any cash advances and cash refunds directly to such Card Member. Further, EzSwyte will not be responsible or held liable for refund of such Valid Charges, by the Merchant directly to the Card Member. Merchant will not do cash refund for Card swiped at the establishment.

14 Transfer

- 14.1 Where the Merchant proposes to change the nature of business or merchandise sold, which may result in the Merchant category to be changed in the books of the Rupay Visa/MasterCard etc., the POS Equipment and the Support Services shall be used only after such change is informed to EzSwyte and acceptance thereof is conveyed in writing to the Merchant.

15 Termination

- 15.1 The Agreement shall become effective on the Effective Date and shall remain in full force for an initial term of one (1) year and shall be renewed automatically for a period one year every time unless either Party delivers to the other Party a written notice of non-renewal or replacement as per provisions of the Agreement. The renewal of the Agreement shall be subject to audit and due diligence conducted by EzSwyte to ensure compliance of the Merchant with all applicable Laws and requirements of the Agreement.

- 15.2 EzSwpve can terminate the Agreement for any reason whatsoever by providing an advance notice of seven (7) days. The Merchant can terminate the Agreement for any reason whatsoever by providing an advance notice of thirty (30) days.
- 15.3 Notwithstanding the above, EzSwpve may terminate the Agreement with immediate effect and without notice in the event that:
- 15.3.1 The Merchant breaches of any of the terms or conditions of the Agreement or fails to honor, observe, adhere to, abide by or comply with any directions or instruction issued by EzSwpve and/or fails to honor, observe, perform or undertake any of its obligation under the Agreement; or
 - 15.3.2 The Merchant becomes insolvent: is subject to a petition in bankruptcy filed by against it; or is placed under the control of a receiver, liquidator or committee of creditors; or
 - 15.3.3 The Merchant assigns or delegates or attempts to assign or delegate the Agreement or part thereof without the prior written consent in writing of EzSwpve;
 - 15.3.4 The Merchant is dissolved; ceases to function as going concern or to conduct Its operation in the normal course of business; or
 - 15.3.5 if the Merchant materially alters its website content without EzSwpve's prior written consent or changes its business or alters its business model during the term of the Agreement or if there is a direct or indirect change of Control of the Merchant or any parent company of the Merchant; or
 - 15.3.6 the Merchant does any fraudulent act or there is a suspicion of fraud against the Merchant; or
 - 15.3.7 is involved in any criminal or illegal activity;
 - 15.3.8 the Payment Facilitator or bank associated with EzSwpve requires EzSwpve to terminate the Agreement; or
 - 15.3.9 if for three (3) consecutive months the Merchant fails to submit any transactions, or no activity is recorded on the Merchant's terminal account;
 - 15.3.10 If the chargeback in any month crosses 0.3% of total transaction value of that month;
 - 15.3.11 If there is a breach by the Merchant of its obligations or responsibilities under the Agreement, then EzSwpve shall have the right to immediately suspend performance of its obligations hereunder until the time such breach is cured by the Merchant.
 - 15.3.12 The Merchant shall present all Charge Slips to EzSwpve at the time of termination; and subject to the provision of hereinabove, the payments for the same shall be made within ninety (90) days from the date of the transaction. EzSwpve shall accept no further Charge Slips after termination of the facility. Where any refund claimed by EzSwpve exceeds the amount due to the Merchant. the difference thereof shall be a debt due from the Merchant to EzSwpve and be forthwith recoverable by action. Further, the Merchant shall immediately upon such termination or expiry return the POS Equipment to EzSwpve in good and working condition.

16 Miscellaneous

- 16.1 In the event of the Merchant not transacting any business with EzSwpve on Cards or Rupay Visa/MasterCard, as the case may be, for a continuous period of 3 (Three) months, EzSwpve reserves the rights to cancel the Merchant's affiliation in relation to that particular card.

- 16.2 Merchant shall follow process and procedures as laid down by EzSwyte for resolving queries/issues concerning the Customer, Valid Card, the POS Equipment, Support Services and Telecom Services. Merchant acknowledges receipt of such procedures, processes and relevant contact numbers for query resolution.

17 General-Additional Terms

- 17.1 Merchants shall comply, with all security procedures that EzSwyte notifies from time to time before completing any transaction and the Merchants shall attempt, by reasonable, discreet and peaceful means, to retain a Card if so requested by EzSwyte, Payment Facilitator or any bank associated with EzSwyte.
- 17.2 In the event of any inconsistency between any provision of the Agreement and the Card Scheme Rules, the Card Scheme Rules shall prevail.
- 17.3 The Merchant shall exclusively use only EzSwyte supplied POS Equipment and EzSwyte rendered services thereto to accept card payments both on and off premises to the exclusion of any other point of sale terminals/machines of any bank or entity. It is hereby agreed between EzSwyte and Merchant that the legal ownership of such POS Equipment shall in perpetuity and exclusively be with EzSwyte.
- 17.4 The Merchant fails to comply with the above-stated conditions or in the event, the POS Equipment provided by EzSwyte is lost, damaged or stolen then the Merchant shall immediately pay INR 5,000/- plus taxes to EzSwyte for the POS Equipment. Further, the noncompliance of the said terms and conditions by the Merchant shall be construed as a material breach of the Agreement and without prejudice to other rights of EzSwyte under the Agreement; the Merchant shall immediately return the POS Equipment in working condition with all accessories and packaging on demand by EzSwyte.
- 17.5 Security Deposit: Prior to the installation of the POS Equipment(s) at the Premises, the Merchant shall deposit such sum specified by EzSwyte towards security for the use of the POS Equipment and due performance by the Merchant of its obligations under the Agreement and the Services Agreement with regard to POS Equipment
- 17.6 Responsibility for damages: The Merchant shall be responsible for all damages to the POS Equipment and/ or all losses or damages or claims arising out of negligence, misuse of the POS Equipment and/ or default by the Merchant in fulfillment of its obligations under the Agreement or default in payment for any Support Services rendered ("Defaults"). Upon the occurrence of any of the above Defaults, EzSwyte may, in addition to its other rights and remedies, use all or any part of the Security Deposit to compensate EzSwyte for the cost of the POS Equipment and/ or any loss or damage which EzSwyte may incur or suffer by reason of such Default. Further, the Merchant agrees that if any portion Security Deposit is utilized by EzSwyte in terms of the Agreement, the Merchant shall within five (5) days after written demand thereof deposit cash with EzSwyte of an amount sufficient to restore such Security Deposit to its original amount. Provided however in the event the Security Deposit is insufficient to compensate EzSwyte for the losses or damages suffered, without prejudice to the other rights and remedies available to EzSwyte in terms of the Agreement or under applicable laws, shall be entitled to recover the same from the Merchant.
- 17.7 No-interest on security deposit (applicable in case Merchant pays Security Deposit): The Merchant hereby agrees that EzSwyte shall not be required to keep the Security Deposit

separate from its general funds, and the Merchant shall not be titled to any interest on the-Security Deposit.

- 17.8 Refund of Security Deposit: EzSwyte hereby agrees that the Security Deposit that if deposited with it by the Merchant shall be returned to the Merchant within thirty (30) days: (a) after the expiration of the Term or termination of the Agreement; and (b) from the date when the Merchant returns all the POS Equipment(s) provided by EzSwyte in terms of the Agreement, as the case may be after deducting any amounts due to the EzSwyte and/ or the bank and/or its Service Provider and/ or any amounts required by the EzSwyte and/ or the- Service Provider to repair damages, if any, caused to the POS Equipment.