

MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT is executed at Mumbai on the effective date as mentioned herein

Table 1:

Sr. No.	Particulars	Details
1.	Agreement Execution and Effective date	16/08/2023
2.	Merchant Name	INDIA'S TALENT TALKS
3.	Merchant Address	Fourth Floor New Delhi A-139/1 South East Delhi Delhi 110025 Fourth Floor, A-139/1, Shaheen Bagh, City Hospital, Abul Fazal Enclave Part 2, New Delhi, South East Delhi, Delhi, 110025
4.	Merchant Business filing Status	Sole Proprietor
5.	Merchant Site (URL) & Product/ Service Description	https://indiastalenttalks.com
6.	Product / Service	Retail - Others
7.	PAYMENT INSTRUCTIONS: The Merchant hereby instructs the Service Provider to make payment of Customer Charge in respect of a Customer Order in the bank account details mentioned in the Cheque/ Bank Statement provided by the Merchant. The Merchant agrees to pay the TDR and other charges as per the selected Pricing Scheme, the details of the TDR are mentioned in Annexure A hereto. Payment Schedule: The Merchant will receive the Customer Charges on a Td + 1 business day/Weekly basis. The TDR and the payment schedule may be revised by the Service Provider in accordance with the regulatory policies or as agreed between the Service Provider and Merchant from time to time. Any change in TDR and payment schedule due to mandates of Reserve Bank of India or Facility providers or Service Provider's business promotion schemes shall be informed by the Service Provider to the Merchant and such change shall be deemed to be accepted by the Merchant, if no written communication of non-acceptance of change is received from Merchant within 7 days of such intimation of change.	

By Signing this Agreement I/we/ the Merchant state that:

- I/ We have read and understood the Terms and Conditions as mentioned in the following Agreement. We agree that the payment gateway services of Infibeam Avenues Limited shall be govern by this Agreement and the same shall be legally binding on Merchant.
- The Merchant acknowledges and agrees that the payment gateway will be used only for the purpose as mentioned in Service/Product Description mentioned herein.

We accept: The parties hereto have hereunto set their hands on the date written above,

Merchant

Infibeam Avenues Limited

Name: -

Name: -

Title: -

Title: -

Date: -

Date: -

Signature & Stamp:-_____

Signature & Stamp:-_____

BETWEEN:

INFIBEAM AVENUES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at : 28th Floor, Gift Two Tower, Block No. 56, Road 5C, Zone5, Gift City Gandhinagar - 382355, Gujarat India and administrative office at Plaza Asiad, Level II, Station Road, Santacruz (West) Mumbai 400054 (hereinafter referred to as "the Service Provider/ Payment Aggregator/ CCAvenue", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART;

AND

THE MERCHANT as mentioned in Table 1 (Sr. No. 2) having its registered office in India as mentioned Table 1 (Sr. No. 3) which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include its successors and permitted assigns of the OTHER PART. The Service Provider and Merchant are hereinafter individually referred as "Party" and collectively referred to as "Parties".

WHEREAS:-

- i. Service Provider has agreed to avail the facilities offered through Internet by various Acquiring Banks, Financial Institutes, Card Schemes, Payment Instrument Providers, Issuing Banks, software providers, as well as third party service providers (hereinafter referred to collectively as 'Facility Providers'). These facilities and services include the provision of net banking facilities; internet based electronic commerce, internet payment gateway and electronic software distribution services and provides Authorization and settlement facilities in respect of payment instructions initiated by various Customers of the Merchants on the Merchant's Websites/ apps/ web links/ payment link etc. These Facility Providers allows the Service Provider to use the internet payment gateways developed by them to process all type of online Payment Instruments and all online Transaction initiated by a Customer on Merchant's Site which includes websites/ apps/ web links/ payment links etc.
- ii. The Service Provider is inter alia engaged in the business of offering e-commerce services which include bill presentments / payment and accepting instructions through the internet in respect of payments to be made by the Customers using valid Payment Instruments to purchase/ avail various Products and Services offered by Merchant and accordingly transfer funds from the Customer's bank account to the Merchant's bank account. The Service Provider act as an authorised Payment Aggregator that facilitate e-commerce sites and Merchants to accept various Payment Instruments from the Customers for completion of their payment obligations in accordance with RBI Guideline bearing No.- RBI/DPSS/2019-20/174 DPSS.CO.PD.No.1810/02.14.008/2019-20 dated March 17,2020 titled "Guidelines on Regulation of Payment Aggregators and Payment Gateways" (hereinafter referred to as the said "RBI Guideline").
- iii. For providing the above stated e-commerce services the Service Provider has signed up with Facility Providers and has requested them to accept the instructions given by Customers of Merchant through a valid online Payment Instrument and support Service Provider to facilitate the online Transactions and further direct and settle the proceeds of Transactions from Customer's bank account to Service Provider's Escrow Bank Account and in turn to the bank account of Merchant.
- iv. The Service Provider has also established a web-site with the domain name www.ccavenue.com ("Service Provider Site") to enable its Merchant to link up with various payment gateways and Facility Providers so as to enable the Merchant's Customers to place Customer Orders for purchase and pay for the Products and Services through the Internet.
- v. The Service Provider is desirous of passing on all these services to its appointed Merchants as more particularly hereinafter provided on the terms and conditions hereinafter appearing and subject to the Merchant giving the indemnities and the declarations hereinafter contained.
- vi. Along with services mentioned herein; if required by Merchant, the Service Provider shall additionally provide Payment Gateway Service as mentioned in the said RBI Guideline, electronic bill presentment and payment settlement under Bharat Bill Payment System (BBPS) to the Merchant in accordance with the terms and conditions as detailed in this Agreement. The provision of services to Merchant under BBPS is subject to feasibility and approval process and guidelines of BBPS.
- vii. The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under :-

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS:

- 1.1. "Acquiring Bank" shall mean various banks and financial institutions licensed under the Payment and Settlement Systems Act, 2007 to acquire, authorize and authenticate the online payment Transactions.
- 1.2. "Agreement" shall mean this agreement, declaration and indemnity and any and all tables, schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference.
- 1.3. "Authentication" shall mean the process by which the Customer's identification is authenticated by the Card Schemes/ Issuing Bank / Payment Instrument Provider.
- 1.4. "Authorization" shall mean the process hereunder by which the Issuing Bank/ Institution and/or the relevant Acquiring Banks/ Payment Instrument Provider, Card Schemes electronically or otherwise convey the approval of a charge on a Transaction being undertaken by a Customer on Site/ website/ app/ web link/ payment link.
- 1.5. "Business days" shall mean any day on which the Service Provider, Facility Providers are open for business in India other than Sunday or any day which is a public holiday in India and/or in State of Maharashtra.
- 1.6. "Card Schemes" shall mean national or payment card networks including but not limited to Master Card, Maestro, Visa, Diners, American Express and Rupay etc. which Authenticates, Authorizes and enables card Transactions.
- 1.7. "Chargeback" shall mean any approved reversal of any online card Transaction made by the Customer of Merchant on account of (i) any alleged forgery of his card or other details (ii) duplicate processing of the Transaction; (iii) 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/misuse of the personal and financial information of the Customer by any unauthorized person; (v) non-Delivery or deficiency in the Merchant's Product or Service and/or any other reason as required/approved by the concerned banks, as the case may be.
- 1.8. "Customer" means any person holding a valid Payment Instrument and who desires to purchase Products or Services from the Merchant and makes payment for the same over the Internet using a Payment Instrument.

- 1.9. "Customer Charge" means
- a. in respect to Product means the sale price of the Product purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Product that are to be charged to the Customer's valid Payment Instrument.
 - b. In respect to Services means the sale price of the Services rendered to the Customer plus the all other taxes, duties, costs, charges and expenses in respect of the Services that are to be charged to the Customer's valid Payment Instrument.
- 1.10. "Customer Order" shall mean an order for purchase of Products or availing of Services provided by the Merchant at the Merchant's Site and made by the Customer at the Merchant's Site and every Customer Order shall be specifically designated by a Customer Order number on mention or use of which the details of the Customer Order could be obtained by the Customer from the Merchant on-line at the Site, including without limitation details of the status of the Customer Order
- 1.11. "Delivery" means,
- a. in respect of a Product, delivery of the Product by a reputed courier /parcel service to the Customer at the address specified by the Customer in this behalf proof of which shall be submitted by the Merchant to the Service Provider electronically through their ccavenue account backend to the satisfaction of the Service Provider and the Facility Providers. The Service Provider and the Facility Providers reserve the rights to call for physical Proof of Delivery in respect of a Product, delivery/performance of the Product, or
 - b. in respect of a Service, delivery/performance of the Service, proof of which shall be submitted by the Merchant to the Service Provider electronically through their ccavenue account backend to the satisfaction of the Service Provider and the Facility Providers. The Service Provider and the Facility Providers reserve the rights to call for physical Proof of Delivery in respect of a Service, delivery/performance of the Service.
- 1.12. "Effective Date" means the date of execution of this Agreement or date of provision of services by Service Provider to the Merchant whichever earlier.
- 1.13. "EMI" means equated monthly instalment payment plan which is a facility provided by the Issuing Bank / Payment Instrument Provider to its Customer.
- 1.14. "Escrow Bank Account" mean the bank account held by Service Provider in bank(s) appointed by the Service Provider for purpose of pooling funds collected from Customers on behalf of the Merchant and facilitating the transfer of funds in final settlement to the Merchant after deduction of TDR or any other amount receivable from Merchant pursuant to the said RBI Guidelines or any other RBI guidelines amended from time to time
- 1.15. "Facility Providers" means various Acquiring Banks, Financial Institutes, Card Schemes, Issuing Bank/ Institutions, Payment Instrument Provider, software providers, as well as third party service providers that participate in Authorization/ Authentication/ facilitation of online payments. These Facility Providers allows the Service Provider to use the internet payment gateways developed by them to process all type of online Payment Instruments and all online Transaction initiated by a Customer on Merchant's Site.
- 1.16. "Financial Institutes" means all bank and non-banking financial institutes or any financial institute other than Acquiring Banks, Card Schemes and Payment Instrument Providers that are authorized to issue a valid online Payment Instruments and/or to participate as facilitator of an online Transaction.
- 1.17. "Issuing Bank/ Institution" in respect of a Customer, means the bank or institution which has issued the valid card and/or any other Payment Instrument to the Customer with which Customer makes the payment for the Products / Services.
- 1.18. "Merchant's Website/ Site" shall mean the web-site/ mobile app/ web link/ payment link as mentioned in Annexure C established by the Merchant for the purposes of enabling its Customers to place Customer Order for purchase of Products And Services through the Internet.
- 1.19. "Payment Instrument/s" means a valid Payment Instruments physical or virtual issued by an authorized Card Schemes, Financial Institute and any other Payment Instrument Providers that are authorized to issue valid card and/or any other Payment Instrument to the Customer which enables the Customer to initiate and complete an online Transaction to purchase/ avail Products and Services of Merchant.
- 1.20. "Payment Instrument Provider" shall mean any legal entity authorized to issue online Payment Instruments such as wallet, prepaid cards etc. including Issuing Bank/Institution. The term Payment Instrument Provider does not include Card Schemes, Acquiring Banks and Financial Institutes.
- 1.21. "Payment Mechanism" means the entire processing and facilitation of online payments by Service Provider with help of the services of Facility Providers, mechanism through the Internet utilizing the internet banking facility; internet based electronic commerce, internet payment gateway of various Facility Providers and through such other modes and mechanisms of payment and Delivery as may be notified by the Service Provider from time to time.
- 1.22. "Product" means a tangible product that is manufactured or distributed by the Merchant and that is purchased by the Customer, the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.23. "Proof of delivery" shall mean
- a. In respect of Product, sufficient legitimate records evidencing Delivery of the Product to the Customer (i.e. charge slips bills etc.), All proof of delivery of Products shall be maintained by the Merchant for a period of at least one year from the date of delivery by the Merchant and shall be open to inspection by Service Provider and the Facility Providers at any time whatsoever.
 - b. In respect of Service, sufficient legitimate records evidencing receipt of the Service to the Customer (i.e. Invoice, bills, etc All proof of delivery of Services shall be maintained by the Merchant for a period of at least one year from the date of Delivery by the Merchant and shall be open to inspection by Service Provider and the Facility Providers at any time whatsoever.
- 1.24. "Refund" shall mean a refund issued by the Merchant through merchant panel provided by Service Provider to the Merchant within the timeline provided by Facility Providers or Tr i.e date of expiry of Refund period fixed by Merchant whichever earlier.
- 1.25. "Service" means tangible or intangible services provided to the Customer by the Merchant the payment for which is to be made on the Customer's valid Payment Instrument.
- 1.26. "Service Provider's Website/ Site" shall mean the web-site with the domain name "https://www.ccavenue.com/" established by the Service Provider for the purposes of enabling on-line trading instructions by the Customers of the Merchant to the Service Provider.

- 1.27. "Td" all mean date of confirmation by the Merchant to the Service Provider about Delivery of Product / Services to the Customer
 - 1.28. "Tp" shall mean date of charge / debit to the Customer's account against the purchase of Product / Services.
 - 1.29. "Tr" shall mean date of expiry of Refund period as fixed by the Merchant.
 - 1.30. "Transaction" means every Customer Order that result in the Delivery by the Merchant to the Customer of the Product(s) / Services in respect of which the Customer Order was placed by Customer on Merchant's Site processed by Service Provider's Payment Mechanism successfully
 - 1.31. "Transaction Discount Rate" (TDR)" means, the non-refundable rate charged to the Merchant by the Service Provider on the Transaction amount processed through Service Provider and / or the Facility Providers payment gateway system and it includes the Merchant Discount Rate as notified by the Reserve Bank of India, the Facility Providers from time to time and the processing and other charges charged by the Service Provider as its service charges from time to time. The Transaction Discount Rate is exclusive of GST and/or any other Taxes as notified by the Government from time to time. Transaction Discount Rate applicable to this Agreement is accepted by both the Parties by way of a written electronic communication. However, the Transaction Discount Rate may be revised quarterly by the Service Provider, and the Service Provider will advise the Merchant of any such change not less than 7 days in advance of its effectiveness.
 - 1.32. "Ts" shall mean date of intimation by the Merchant to the Service Provider about shipment of Product / Services.
2. TERM; NON-EXCLUSIVE:
- 2.1. Term: This Agreement shall become effective on the Effective Date and shall remain in full force until a notice of termination by the Service Provider or the Merchant is given or until terminated under other provisions of this Agreement.
 - 2.2. Non-exclusive: Nothing in this Agreement shall prohibit the Service Provider from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.
3. PAYMENT TERMS:
- 3.1. Subject to the terms of this Agreement, Service Provider will send to Merchant's bank account Customer Charge from Transactions taking place on Merchant's Site using the Payment Mechanism of Service Provider, minus any fees including TDR as mentioned in Annexure A, invalidated payments, convenience fee, handling fee, express payout charges, platform fee, Chargebacks, Refunds or any Refund processing charges, bank fees or penalty by banks for excessive Chargebacks or Refunds, applicable taxes, any excess amount paid to Merchant and other amounts that the Merchant owe to the Service Provider under this Agreement. If there are insufficient funds available in Merchant's account, the Service Provider shall claim from the Merchant such amount to the extent the funds are insufficient; which the Merchant on receipt of the claim undertakes forthwith to pay to the Service Provider without any delay.
 - 3.2. Rejection of Payment

The Service Provider and the Facility Providers may reject payment in respect of Customer Orders where:

 - a. The Merchant has not obtained a necessary Authorization or Service Provider, Facility Providers and the Acquiring Banks are entitled to reject payment in terms of clauses hereof;
 - b. Any Customer Order is deemed to be fraudulent or otherwise illegal;
 - c. Any Customer Order which the Customer refuses to pay because the Product / Service was not as promised or was defective or was not delivered;
 - d. Any Customer Order in respect of which Customer raises a Chargeback/ Dispute;
 - e. The card Issuing bank advises that the card number does not match any number on file;
 - f. Payment in respect of the Customer Order or the relevant instalment of the purchase price has already been made;
 - g. Any Products or Services provided by the Merchant using Service Providers' Payment Mechanism without prior written approval of Service Provider.
 - h. The Customer Order was not confirmed by Merchant within permissible time mentioned on the panel provided by the Service Provider from the date the Customer Order was placed;
 - i. Any amount duly receivable by Service Provider from Merchant.
 - 3.3. Where the Service Provider and the Facility Providers are entitled to reject payments in respect of a Customer Order or demand a Refund, the Service Provider shall be entitled to set off and deduct from any payment due to the Merchant and in doing so the Service Provider may:-
 - a. debit the Merchant's account held with the Service Provider, forthwith; and/or;
 - b. deduct the outstanding amount from subsequent credits to the Merchant's account, and/or;
 - c. if there is insufficient funds available therein; claim from the Merchant the amount paid to the Merchant by the Service Provider in respect of the relative sales; which the Merchant on receipt of the claim from the Service Provider undertakes forthwith to pay to the Service Provider, the amount of the Refund to the extent to which such funds proves inadequate;
 - 3.4. Payment of Customer Charge in respect of a Customer Order shall be made as per the TDR, other charges and payment schedule mentioned in Table 1 which is further agreed by both the Parties in writing through electronic communication from time to time. The Customer Charges to be paid in the bank account of the Merchant instructed by the Merchant in writing and on receipt of Proof of Delivery of the relevant Product / Service and the Service Provider will deliver its payments to the Merchant as promptly after these dates as is practicable. The TDR amount charged by the Service Provider to the Merchant is non-refundable; although the Merchant shall be liable to pay any Refund charges if it is required to be paid by the Facility Providers.
 - 3.5. EMI Services: The Merchant hereby agrees that EMI services shall be offered at the discretion and as per the terms and conditions of the respective Issuing Bank/ Institution, Payment Instrument Provider, Facility Providers and the Service Provider. The Merchant further undertakes that:-
 - i. EMI calculator shall be available on the Merchant Site in order to provide the EMI calculation to the Customer. The Customer shall be charged the full amount of the Customer Charge at the time of making Transactions.
 - ii. Thereafter, the Service Provider shall send details of settled Transactions for conversion of the Transaction to EMI along with complete

details to the Issuing Bank/ Payment Instrument Provider within prescribed time. Service Provider shall not be responsible if the EMI Transactions are cancelled / reversed.

- iii. The Issuing Bank/ Payment Instrument Provider shall convert all Transactions approved by them to EMI within their prescribed time. The final decision on whether a Transaction can be converted to EMI is taken solely by the respective Issuing Bank/ Payment Instrument Provider.
- iv. The Merchant further confirms, undertakes and assures that the Service Provider shall not be liable in case of any dispute raised by the Customer with respect to the rejection of EMI option to a Customer after a Transaction has been confirmed, irrespective of the Customer Charge amount is already paid to the Merchant or not. The Merchant assures that the Customer shall raise such dispute related to non-conversion of EMI directly with the Issuing Bank/ Payment Instrument Provider.
- v. The Merchant agrees that Issuing Bank/ Payment Instrument Provider may charge interest rate to the Customers as per its internal policies and other regulatory factors from time to time. The Service Provider has no authority deciding the rate of interest, repayment terms, charges and any other terms and conditions of the EMI Scheme.

3.6. Taxes: Each Party shall bear and pay respective taxes as made applicable by the Government authorities from time to time. The Merchant covenants to comply with all the compliances mandated under the Goods and Services Tax (GST) as and when the same is implement by the relevant Government authority, including but not limited to filing valid tax return relating to its Transactions with the Service Provider. In case any credit, refund or other benefit under GST is denied to the Service Provider or is delayed due to any non-compliance by the Merchant (such as failure to upload the details of Supply of goods/service on the GSTN portal, failure to pay GST to the Government, lower compliance rating etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Merchant with the Government or the Service Provider , the Merchant agrees to indemnify, defend and hold harmless the Service Provider and reimburse the Service Provider for the loss including ,but not limited to, the tax loss, interest, penalty, reasonable costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise; including, without limitation, reasonable attorneys' fees and costs (whether or not a suit is filed).

3.7. Merchant's Minimum Deposit Account Balance (If applicable): It is mutually agreed by the Merchant and the Service Provider, that the Service Provider may retain a minimal amount "Reserve Deposit Amount" out of amounts payable to the Merchant in terms of Clause 3 hereof. The Merchant agrees that the Service Provider will impose additional Reserve Deposit Amounts, either temporarily or permanently, which are more restrictive than limits placed on the Merchants in order to reduce Service Provider's reasonable apprehension of risk of loss under varying circumstances.

4. COVENANTS AND REPRESENTATIONS OF THE MERCHANT:

- 4.1. The Service Provider and the Facility Providers shall not be a party to the Agreement or 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, the Service Provider and the Facility Providers shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.
- 4.2. The Merchant undertakes to make timely payments of all the monies, charges, and Chargeback amounts, Refund amount duly payable to Service Provider as and when demanded by Service Provider. Merchant also undertakes to payback any amount received in excess or erroneously from Service Provider within 7 (Seven) calendar days of receipt of claim from Service Provider without any delay, demur or protest.
- 4.3. The Merchant assures and guarantees to the Service Provider and the Facility Providers that the Merchant is acting in compliance with and shall at all-time act in compliance with all laws, rules and regulations, notification, and guidelines set by RBI/ Service Provider and the Facility Providers and further assures and guarantees that the Products And Services mentioned on Service Provider website at link https://www.ccavenue.com/faq_ccav.jsp (go to _ FAQ-About CCAvenue as a payment gateway – what are the businesses that are not accepted by CCAvenue) shall not be sold on the Merchant's Site using services of Service Provider. Any Product or Service which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India shall not be offered by the Merchant to its Customers through the services of Service Provider.
- 4.4. The Merchant further confirms, undertakes and assures that in the event of violation of any of the byelaws and standards of RBI, the Facility Providers and Service Provider by the Merchant AND any penalty or charge imposed by the Facility Providers on the Service Provider for any violation for any reason whatsoever, the Merchant shall on receipt of the claim from the Service Provider undertakes forthwith without any demur, protest, dispute or delay, to pay to the Service Provider, the amount of the penalty / fine imposed by the Facility Providers on the Service Provider.
- 4.5. The Merchant shall not at any time require the Customer to provide the Merchant with any details of the accounts held by them with the Issuing Bank/ Payment Instrument Provider including, the passwords, account number, card numbers and PIN which may be assigned to them by the Issuing Banks or Payment Instrument Provider from time to time.
- 4.6. In the event of any inconsistency between any provision of this Agreement and the standards set out by Facility Providers, the standards shall govern.
- 4.7. The Merchant is aware that the Service Provider and the Facility Providers are not guaranteeing any Transactions with the Customers in any manner whatsoever. The Merchant assures that the Customers will place the orders themselves and agree not to place orders on behalf of Customers.
- 4.8. The Merchant shall use the Service Provider's services and other facilities offered on the Service Provider's Site only for the Merchant's Site as mentioned in Table 1 (Sr. No.5) and for no other Site/s. The Merchant shall use the Service Provider's Payment Gateway services only for selling/ providing the Products and Services mentioned in "Table 1 (Sr. No.6) and for no other Products or Services. In case of any deviation from the Services without prior written approval of the Service Provider, the Merchant undertakes to be abiding by the decisions of Service Provider including suspension of the pay out or refund to Customer or termination of Service Provider's services.
- 4.9. 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 or

present Transaction Data 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) accept any Transaction using any Card or Payment Instrument issued in the Merchant's name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Merchant's Business or the Business of the Merchant, or of the spouse or any member of the immediate family or household of any such person; (h) submit Transaction data which Merchant know or ought to have known is illegal; (i) 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.

- 4.10. The Merchant acknowledges that the Facility Providers and the Service Provider 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 the Facility Providers and the Service Provider including injury to reputation, or that may adversely affect the integrity of the Facility Providers and the Service Provider's core payment systems, information or both. The Merchant agrees that he will not take any action that might interfere with or prevent exercise of this right by the Facility Providers and the Service Provider.
- 4.11. The Merchant shall take all precautions as may be feasible or as may be directed by the Service Provider and the Facility Providers to ensure that there is no breach of security and that the integrity of the link between the Merchant's Site, the Service Provider's Site 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 the Service Provider and the Facility Providers from any loss as may be caused in this regard. The Merchant shall comply with PA-DSS compliances (if applicable) and shall report to the Service Provider in case of an information security incident related to systems or information.
- 4.12. The Merchant hereby grants to the Service Provider and the Facility providers, a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant solely in connection with the marketing of their facilities and services to the public. The Merchant shall prominently display on its Website and in other online marketing materials if applicable, a statement/logo/image provided by Service Provider and or upon instructions of Facility Provider. The Facility Providers may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Marks for any reason.
- 4.13. The Merchant ensures 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.
- 4.14. The Merchant represent and warrant to the Service Provider and the Facility Providers that: (a) Merchant is duly organized, validly existing and in good standing under the laws of the territory in which its business is registered, and a resident of India for income tax purposes; (b) Merchant has all requisite license, registrations, right, power and authority in full force to enter into this Agreement and perform its obligations and grant the rights, licenses and authorizations hereunder; and (c) Merchant and its subcontractors, agents and suppliers will comply with all applicable Laws in the performance of its obligations and exercise of the rights under this Agreement.
- 4.15. The Merchant states that the individual signing this Agreement is an authorized representative of the Merchant and is thereby fully authorized to bind the Merchant to contractual obligations and is authorized to provide the information and documentation submitted in connection with this Agreement are complete and correct in all material respects. Merchant authorizes Service Provider to obtain and verify, and to continue to obtain and verify any information submitted by Merchant any relevant information regarding principals, partners, officers or other authorised representatives of Merchant and any other individuals listed on this Agreement including the individual signing below, and for Service Provider use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Service Provider to share such information with its affiliates or as otherwise allowed by applicable law. The Service Provider reserves the right to conduct audits and periodic oversight reviews of Merchant determining compliance with this Agreement and byelaws and standards of RBI, the Facility Providers and Service Provider referenced herein.
- 4.16. The Merchant hereby agrees, assures and covenants as under, as far as American Express Card processing is concern:-
 - a. The Merchant must comply with, the American Express Data Security Operating Policy, a copy of which is available at www.americanexpress.com/datasecurity and which American Express Card may amend from time to time in accordance with its terms.
 - b. The Merchant must indicate its acceptance of the American Express Card whenever it communicates the payment methods it accepts to Customers and display the American Express Card Marks according to the American Express Card guidelines/ Terms and Conditions and as prominently as warmly welcoming American Express Cards and in the same manner as any other Payment Product.
 - c. The Merchant must not (i) try to dissuade American Express Card members from using the American Express Card; (ii) criticize or mischaracterize the American Express Card or any of its services or programs; (iii) try to persuade or prompt American Express Card members to use any other payment products or any other method of payment (e.g., payment by cheque); (iv) impose any restrictions, conditions, or disadvantages when the American Express Card is accepted that are not imposed equally on all other payment products (except where expressly permitted under applicable national law); or (v) promote any other payment products (except the Merchant's own card that it issues for use solely at its establishments) more actively than it promotes the American Express Card.
 - d. The Merchant must not (i) engage in activities that harm American Express Card's business or brand; or (ii) indicate or imply that it prefers, directly or indirectly, any other payment products over the American Express Card. If American Express provides notice to Service Provider that Merchant has breached this provision, Service Provider reserves its right to cease submitting Charges within 2 Business days and require Merchant to remove all American Express identification, logos and decals from Merchant's website immediately. If American Express determine that Service Provider on behalf of the Merchant vide this Agreement has failed to cease submitting Charges after receipt of such information from American Express and that Service Provider have breached this provision due to default of Merchant, Service Provider shall be penalized the amount of Five Thousand United States Dollars (\$5,000.00 USD) or in equivalent Indian Rupees for continuing to submit Charges. This penalty will apply on a monthly basis. Accordingly, if Service Provider submits Charges during July and again in August, Service Provider will be penalized twice. If penalized, Service Provider agrees to

remit payment to American Express within 30 days of your receipt of an invoice. If Service Provider fails to remit such payment, American Express may debit all relevant amounts from the bank account Service Provider have designated to receive payments from American Express pursuant to this Agreement. The Service Provider in event of such penalty been imposed by American Express reserve its right to impose the same on Merchant and the Merchant agrees to pay such penalty to Service Provider forthwith without any demur or protest, dispute or delay.

- e. The Merchant shall maintain Customer service information that is readily available for review by American Express Card member transacting with Merchant. The Customer service information should include clear instructions on how to contact Merchant if the American Express Card member has any question about a Transaction. At a minimum, the instructions must provide an active Customer service e-mail address and a Customer service telephone number for the Merchant and for Service Provider an email address and web page address on Service Provider's Web site where American Express card members can access Transaction information.
 - f. The Merchant hereby agrees, covenants (i) to accept Cards in accordance with the terms of the Merchant Agreement; (ii) to authorise Service Provider to submit Transactions to, and receive settlement from American Express Card on behalf of the Merchant; (iii) to authorise Service Provider to disclose Transaction data, Merchant data, personal information and other information about the Merchant to American Express Card and its affiliates, agents, subcontractors, and employees, and allows American Express Card and its Affiliates, agents, subcontractors, and employees to use such information to perform under the Agreement, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose; (iv) to display American Express Card Marks and give Amex equal representation with any signage, decals or other identification when promoting payment methods and remove them in case of termination of Merchant Agreement; (v) to enable Service Provider to comply with its obligations in relation to Card member disputes, Transaction processing, authorisation, submission and protecting Card member information; (vi) to comply with all applicable laws, rules and regulations relating to the conduct of the Merchant's business; (vii) that Merchant shall warmly welcome American Express Cards, meaning that they either do not surcharge American Express Card members, or if they do, they apply a surcharge that is not more than any surcharge they apply to other credit cards and they do not discourage Card members from using their Cards; (viii) that the third party vendor approved by American Express Card may visit the office of Merchant to assess and document warmly welcoming performance of American Express Card; (ix) that the refund policies of Merchant for purchases on the American Express Card must be at least as favourable as their refund policies for purchases on any other payment product and the refund policy must be disclosed to Card members at the time of purchase and in compliance with applicable law; (x) to abide by the limitation on American Express Card's liability set forth in this Agreement; (xi) provides third-party beneficiary rights to American Express Card with the ability to enforce the terms of the Merchant Agreement against the Merchant as necessary to protect the American Express Card brand; (xii) provides American Express Card with the ability to enforce industry-specific requirements of which American Express Card notifies the Service Provider in writing from time to time; (xiii) to ensure that Merchant website does not contain libellous, defamatory, obscene, pornographic, or profane material or any information that may cause harm to any individuals or to the American Express Card brand; (xiv) to allow Service Provider and American Express Card to conduct audits, periodic oversight reviews, collect documents, "know your customer" ("KYC") and anti-money laundering ("AML") checks in accordance with all applicable laws and regulations and to enable American Express Card to satisfy its obligations under applicable local law and any other requirements imposed by regulators; (xv) Sponsored Merchants must not process any Charges that would be considered Prohibited Uses as outlined in section 2d of the American Express Card Terms and Conditions.
 - g. The Merchant ensures that each of its owners, directors, employees and every other person working on its behalf, has not and shall not, in connection with this Agreement or in connection with any other business Transactions involving American Express Card, make any payment or transfer, or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of a government corporation or public international organisation); (ii) any political party, official of a political party, or candidate for public office; (iii) an intermediary for payment to any of the foregoing; or (iv) any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the US Foreign Corrupt Practices Act 1977.
- 4.17. If the Merchant is going store the confidential data of Customers on Merchant's Site, then the Merchant shall be Payment Card Industry Data Security Standard certified (PCIDSS) and shall continue to be certified as per the required regulations during the term of the Agreement with respect to the security obligations pertaining to the Service Provider's Services provided by the Service Provider. The Merchant hereby undertakes and agrees it shall not store any confidential information of the Customers such as card details, Customer's confidential details etc. if it is not PCI DSS certified and shall further indemnify the Service Provider in case of any claim, proceeding, loss or liability arising due to non-compliance of the same.
- 4.18. The Merchant undertakes to be abided by the Master Card Rules all the time, the detailed manual of the rules can be referred from the link: (http://www.mastercard.com/us/merchant/pdf/BM-Entire_Manual_public.pdf) this link is subject to change as per the amendments made in manual of Master Card, uploaded from time to time. Important sections of the Master Card Rules that the Merchant undertakes the following :
- a. On an on-going basis, the Merchant to promptly provide the Service Provider 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.
 - b. In the event of any inconsistency between any provision of the Merchant Agreement and the Standards (i.e. the Manual), the Standards (the Manual) will govern.
 - c. The Service Provider may require any changes to Merchant's Website or otherwise that it deems necessary or appropriate to ensure that the Merchant remains in compliance with the Standards governing the use of the Marks.
 - d. This Merchant Agreement automatically and immediately stand terminated if the Master Card Corporation de-registers the Service Provider or if the Facility Providers ceases to be a Customer for any reason or if such Acquirer fails to have a valid License with the Corporation to use any Mark accepted by the Merchant.
 - e. The Service Provider may at its discretion or at the direction of its Facility Providers immediately terminate the Merchant Agreement for activity deemed to be fraudulent or otherwise wrongful by the Service Provider, and Facility Providers.

f. The Merchant acknowledges and agrees:

- i. To comply with all applicable standards, as amended from time to time;
- ii. That the Master Card Corporation is the sole and exclusive owner of the Master Card Marks;
- iii. Not to contest the ownership of the Marks (of Master Card corporation) for any reason;
- iv. The Master Card Corporation may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Master Card Marks for any reason;
- v. The Master Card Corporation has the right to enforce any provision of the Standards and to prohibit the Merchant and/or its Payment Facilitator from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Master Card Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's confidential information as defined in the Standards, or both; and
- vi. The Merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.

- 4.19. The Merchant undertakes to be abide by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
- 4.20. 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 online through the Merchant's Site.
- 4.21. The Merchant shall provide supporting documents to the Service Provider at the time of execution of this Agreement and upon change in details provided under this Agreement. The Merchant shall provide the KYC documents to Service Provider on an interval of one year.
- 4.22. The Merchant shall keep updated on its Site all the policies including but not limited to privacy policy, refund and return policies, Chargeback policy (I accept policy), Customer grievance redressal (including turnaround time for resolving queries), and other terms and conditions pertaining to the Products and Services of the Merchant. The merchant provide a copy of these documents as and when requested by the Service provider.

4.23. COVENANTS AND REPRESENTATIONS OF THE SERVICE PROVIDER

- 4A.1. Service Provider has received requisite authorisation/ license from RBI as per the said RBI Guideline and has right, power and authority in full force to enter into this Agreement and perform its obligations.
- 4A.2. Service Provider is PCIDSS certified and has implemented applicable security measures as per the said RBI Guideline.
- 4A.3. Service Provider has appointed Nodal Officer responsible for regulatory and Customer grievance handling functions in accordance with the said RBI Guidelines. The details of the Nodal officer are mentioned on our website link <https://www.ccavenue.com/customer-grievances-policy.jsp>.
- 4A.4. Service Provider undertakes to comply with Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) guidelines issued by the Department of Regulation, RBI, in their "Master Direction – Know Your Customer (KYC) Directions" which are updated from time to time.

5. DATA PROTECTION :

- 5.1. All the data processed under this Agreement is subject to the Data Privacy Regulations under applicable laws. Merchant and Service Provider shall be subject to and will comply with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as amended from time to time, and any other applicable Laws restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations").
- 5.2. Service Provider its employees, contractors or agents may, in connection with this Agreement, collect Personal Information in relation to Merchant (including Merchant Customers, employees and directors) Service Provider may process, use and disclose, transfer and store the Merchant's Customer's personal information for purposes connected with this Agreement and otherwise for the purposes of its legitimate business and business operations or as required by law. The Merchant shall co-operate with the Service Provider and Facility Providers in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data.
- 5.3. Insofar as information provided, or to be provided, by Merchant to Service Provider includes the Personal Information of Customers, Merchant represents and warrants that it has obtained sufficient informed prior consent in writing from each Customer to whom any Personal Information relates to, in order for Service Provider to comply with applicable data privacy regulations and which allows Service Provider to collect, use, disclose, process, transfer and store such information for the purposes specified in this Agreement and the schedules, including in the circumstances described above, and will provide Service Provider with such consent as and when requested by Service Provider.

6. FAIR USE OF SERVICE PROVIDER SERVICES:

- 6.1. The Merchant shall use the services of the Service Provider only for the purpose of receiving online payments against the Products/ Services approved by Service Provider. Using the services of Service Provider for any other purpose shall entitle the Service Provider to take appropriate legal action and/or charge penalty suspend all the pay-outs to the Merchant.
- 6.2. The Merchant shall not submit for payment, any Transaction they know or ought to have known is illegal or misuse the services of Service Provider for illegal gains including but not limited to illicit use of Credit Cards.
- 6.3. The Merchant in case of any fraud or ill intentional Transaction by Customer shall cooperate with Service Provider and forward all necessary Transaction and Customer details to Service Provider at the earliest.
- 6.4. The Merchant data related to Transactions taking place through Service Providers' payment gateway services shall be stored by Service Provider for a maximum period of one year from the date of Transaction. Post completion of this one year the data will automatically get deleted from Service Providers' database. Service Provider shall not be liable to produce the data that is older than one year.
- 6.5. Breach by Merchant: If the Service Provider, the Facility Providers suspects on reasonable ground, that the Merchant has committed a breach of this Agreement or dishonestly or fraud against the Service Provider, the Facility Providers, or any Customer, the Service Provider shall be entitled to suspend all payment under this Agreement to the Merchant pending enquiries by the Service Provider. The Service

Provider shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the inquiry. The Service Provider reserve right to charge appropriate penalty to the Merchant in case of breach of terms of this Agreement. The Service Provider may adjust such penalty amount from the next pay out of Customer Charge. In the event of no balance in the Merchant account, the Merchant shall make the payment of such penalty amount; failure to make payment of the penalty amount will attract interest over the penalty as per the prevailing interest rates. Breach by Customer: In case the Customer of Merchant commits fraud against the Merchant using Service Provider's services, the Service Provider in such cases shall be entitled to suspend the pay-outs of the disputed amount till the issue is resolved between Merchant and Customer. The Service Provider shall not be liable to pay any interest upon the suspended pay-outs during or after the pendency of the inquiry.

6.6. Authorizations: The Merchant shall obtain Authorisation from the Service Provider, before accepting any Customer Order. This process of Authorization is an automatic process that takes place in real-time.

7. CHARGEBACK AND REFUND

7.1. The Merchant agrees that payment made in respect of any Customer Order, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute or Chargeback on the Service Provider or the Facility Providers for any reason whatsoever or in case of Refund initiated by the Merchant shall be the financial responsibility of the Merchant. The Chargeback or Refund shall be processed as per the set processes of Facility Providers and Service Provider. Once the Chargeback is received and the Merchant is ordered to make payment of the Chargeback amount or in case of Refund once the Refund requested is initiated by the Merchant, the Merchant shall make the payment of the Chargeback/ Refund amount as the case may be without any demur or protest, dispute or delay. The Merchant agrees that it shall initiate Refund only within Tr i.e time period fixed by Merchant or 90 days from the date of Transaction whichever earlier. However, Merchant agrees that it shall not be allowed to initiate Refund on the date of Transaction if it has opted for Express Settlement Facility. The Merchant shall make payment of Chargeback amount within 48 hours from the time of receiving the request for making payment of Chargeback and or in case of Refund immediately at time of initiating the Refund. The Merchant hereby agrees that all Refunds and Chargebacks shall be the sole responsibility of the Merchant and Service Provider shall not be liable for any claims or disputes which may arise in connection with such Refunds or Chargebacks to the Merchant or its Merchants. The Service Provider shall have right to withhold the payment in case of anticipated Chargebacks or excessive Chargebacks raised against Merchant The Merchant agrees to indemnify Service Provider in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation Refunds or Chargebacks for all Transaction initiated and instructed through the Merchant's Site.

7.2. If Service Provider and/or the Facility Providers determine that the Merchant and/or its business associates registered with Service Provider are incurring an excessive amount of Chargebacks or Refunds, Service Provider may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by (a) establishing new processing fees, (b) by requesting a reserve in an amount reasonably determined by Service Provider to cover anticipated Chargebacks and Refunds (c) by asking the Merchant to first make payment of the Chargeback amount / Refund amount and then only process the Chargeback and Refund request.(d) delaying or suspending pay-outs to Merchant, (e) block the Refund or refuse to process (f) adjusting the Chargeback and Refund amount from the Customer Charge payable to Merchant and (g) imposing penalty amount if any charged by Facility Providers (h) charge interest over the Chargeback and Refund amount (i) terminating or suspending the Service Provider Services.

7.3. The Merchant hereby authorises the Service Provider to appropriate the Merchant's current balance amounts with the Service Provider to the extent of the aforesaid Chargeback and Refund and any other moneys due to the Service Provider by the Merchant in terms of this Agreement. If there is insufficient funds available therein; the Merchant shall within 48 (forty eight) hours of finding out negative balance or insufficient balance in his Merchant Accounting and Reporting System (M.A.R.S) Interface and/or on receipt of the e-mail from the Service Provider and/ or claim from the Service Provider undertakes forthwith without any demur, protest, dispute or delay, to pay to the Service Provider, the amount of the Chargeback/dispute/Refund to the extent to which such funds proves inadequate. Without prejudice to any other of Service Provider's rights and remedies, in the event that the Merchant does not make any payment to Service Provider by its due time (within 48 hours) or on demand as required under this Agreement, the Service Provider shall be entitled to charge interest on such overdue amount upon completion of the said 48 (Forty Eight) hours (as the case may be) until the date of payment in full, at the rate of 2-4 % per month, solely as per Service Provider's discretion. It is agreed that any claim or dispute arising out of non-payment of Refund / insufficient balance shall be the absolute liability of the Merchant AND the Merchant hereby indemnifies the Service Provider and the Facility Providers against any claims, dispute initiated by any Customers/ Facility Provider or any third party / authority enforced on the Service Provider, Acquiring Banks/ Card Schemes/ payment service provider etc. for the non-refund of such Transactions.

7.4. Credit Facility on Refunds: Since the Merchant will not be allowed to initiate Refunds of amount greater than the balance amount held with Service Provider; The Merchant may face Refund related issues from the Customers such as, "the Refunds were blocked by Service Provider due to insufficient or no balance amount in Merchant account held with Service Provider". In order to avoid such Refund issues and to continue the smooth Refund process, the Merchant may avail the credit facility on Refunds where in the Service Provider at its sole discretion may allow the Merchant to initiate Refunds of amount greater than the balance amount available with Service Provider. This facility will allow additional time not exceeding 7 (Seven) days to the Merchant to arrange for funds against Refunds so initiated. To avail the credit facility the Merchant shall give separate written instructions to Service Provider, Service Provider on its sole discretion may grant the credit facility on Refund to the Merchant. The Merchant agree that the repayment of credit facility on Refund shall be governed by all the sub clauses (7.1), (7.2) and (7.3) above and also by the special terms and conditions formed by Service Provider for credit facility on Refund.

7.5. Customer Grievance Redressal and Dispute Management Framework which includes Customer grievances redressal and turnaround time for dispute resolution, dispute resolution mechanism and reconciliation of payments by Service Provider is mentioned in Annexure B.

7.6. The Merchant agrees that Refunds of failed Transactions are dealt as per the process mentioned in Customer Grievance Redressal and Dispute Management Framework mentioned in Annexure B.

7.7. The Merchant agrees that the Refunds initiated by Merchant shall be routed through the Escrow Bank Account and original method of payment unless specifically agreed between the Merchant and Customer to credit through an alternate mode. The Merchant hereby confirms that Service Provider has no responsibility if Refunds are processed through alternate mode agreed between Merchant and

Customer.

7.8. The Merchant acknowledges that TDR charged by the Service Provider shall not be refunded by Service Provider irrespective of any Chargeback or Transaction being rejected, refunded or disputed.

8. INDEMNITY

8.1. The Merchant hereby undertakes and agrees to indemnify, defend and hold harmless the Service Provider and the Facility Providers including their officers, directors and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

8.1.1. Breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;

8.1.2. Breach of confidentiality and intellectual property rights obligations by the Merchant;

8.1.3. Any claim or proceeding brought by the Customer or any third party against the Service Provider and/or the Acquiring Banks in respect of any Products or Services offered by the Merchant;

8.1.4. Any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, contractors, agents, Customers or any third party;

8.1.5. Chargebacks or Refunds relating to the Transactions contemplated under this Agreement; and incapacity of Merchant to make payment against the Chargeback/ Refunds or any amount due payable to Service Provider;

8.1.6. Breach of law, rules regulations, legal requirements (including RBI regulations, Facility Providers rules) in force in India and/or in any place from where the Customers is making the Transaction and/or where the Product is or to be Delivered and/or where the respective Issuing Bank/ Institution is incorporated/registered/established; or

8.1.7. Any fines, penalties or interest imposed directly or indirectly on Service Provider on account of Merchants or Transactions conducted through the Merchant under this Agreement.

8.2. The indemnities provided herein shall survive the termination of this Agreement.

9. WARRANTY

9.1. The Service Provider and the Facility Providers disclaims all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. The Merchant acknowledges that the Service Provider and the Facility Providers may not be uninterrupted or error free. The Merchant also acknowledges that the services provided by the facility providers to the Service Provider which is passed on to the Merchant under this Agreement, can be in any event be brought to an abrupt end in any event whatsoever by the facility providers for any reason whatsoever.

9.2. The Service Providers 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 Service Provider's Site, and the Facility Provider's facilities, shall be to use all reasonable endeavors to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.

9.3. In case if the Merchant's Customer raises a claim on any of the Service Provider or the Facility Providers, the Merchant shall release Service Provider (and its officers, directors, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such claims or disputes.

9.4. Without prejudice to any other provisions of this Agreement, Service Provider, and the Facility Providers shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Service Provider's Site and services, and the Facility Provider's facilities and/or this Agreement.

10. LIMITATION OF LIABILITY:

- The Service Provider shall not be liable for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.), whether under contract or in tort, and even if the Merchant had been advised of the possibility of such damage or loss. In no event Service Provider shall be liable to the Customers or any third Party.

11. INSPECTION AND AUDIT:

11.1. SERVICE PROVIDER shall have right to audit and/or inspect periodically the system and records of Merchant (including but not limited to Merchant's refund and return policy, infrastructure, Customer grievance policy, T&Cs, etc.) by its internal or external auditors or by its agents appointed to act on its behalf, in order to ensure Merchant's compliance with the obligations with respect to Services rendered under this Agreement and applicable laws and to obtain copies of any audit or review reports and findings made on the Merchant in connections with the Services undertaken hereunder.

11.2. Merchant shall allow SERVICE PROVIDER, its management, its auditors and/or its regulators, the opportunity to inspect, examine and audit Merchant's operations, system and records which are directly relevant to the Services. RBI, statutory, regulatory, Service Provider or any authority vested with such rights shall be entitled to cause an inspection to be made on Merchant and its books and account by one or more of its officers or employees or other persons

11.3. Merchant shall keep complete and accurate records of all the orders and expenses in connection with its Services and/or Products. All said records shall be kept on file by Merchant for a period as required under applicable laws from the date the record is made.

11.4. SERVICE PROVIDER's audit rights shall survive the expiration or termination of this Agreement for the period required under applicable laws and regulations.

12. TERMINATION:

12.1. Immediate Termination:

a. Termination for Breach: - Either Party may terminate this Agreement with immediate effect if the other Party commits any breach of the terms of this Agreement.

b. Termination in Case of Violation of Law:- In addition to any other termination rights granted by this Agreement, the Service Provider may terminate this Agreement immediately without liability upon verbal or written notice if (i) the Service Provider or the Facility Providers is notified or otherwise determines in good faith that the Merchant or is using the Service Providers services and facilities in

furtherance of any activity which violates any law, rule, or regulation or (ii) the Service Provider, or the Facility Providers or any of their directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of use of the Facility or services by the Merchant. (iii) If number or amount of fraudulent Transactions submitted by Merchant or the number of Chargebacks in relation to the business of Merchant is excessive (iv) If Merchant submits for processing, Transactions on behalf of any third party entity other than that agreed between Parties; (v) the Merchant materially alters its website content without the Service Provider's prior written consent or changes its business or alters its business model during the term of the Merchant Agreement or if there is a direct or indirect change of Control of the Merchant or any parent company of the Merchant; (vi) If Facility Providers de-registers the Merchant.

c. Termination for Disruption: If any program or facility used by Service Provider to implement this Agreement is disrupted or terminated by the Facility Provider for any reason the Service Provider may terminate this Agreement immediately.

12.2. Termination by notice: - In addition to any other termination rights granted under this Agreement, either Party may terminate this Agreement on 30-days written notice to the other.

12.3. Termination for non-use:- The Service Provider may terminate this Agreement, if the Merchant fails or neglects to use the facilities and services of the Service Provider and the Acquiring Banks for a continuous period of 180 days.

12.4. Withholding of charge on termination: - In the event that either of the Parties serve a notice of termination of this Agreement on the other party, the Service Provider shall be entitled to withhold for a period of 210 days from the date of such notice, 40% of amounts payable to the Merchant in terms of Clause 3 of this Agreement in respect of each Customer Charge arising after the date of such notice. In the event that the Service Provider terminates this Agreement as a result of breach of any of the terms of this Agreement by the Merchant, the Service Provider shall be entitled to withhold for a period of 210 days from the date of such breach 100 % of amounts payable to the Merchant in terms of Clause 3 of this Agreement in respect of each Customer Charge arising after the date of such breach.

13. INTELLECTUAL PROPERTY

- Each party shall retain all ownership rights, title, and interest in and to its own products and services and all intellectual Property Rights therein, subject only to the rights and licenses specifically granted in writing.

14. FORCE MAJEURE: -

- The Service Provider and the Facility Providers shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Service Provider, and the Facility Providers, including, without limitation, unavailability of any communication system, breach or virus in the processes or Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

15. SUB- ID CREATION:

- In case of addition of Business Associate/s, Business Associate" shall mean entity/Merchant referred or on-boarded by the Merchant as per the terms and conditions of this Agreement through a mandate letter the Merchant shall give written instructions to Service Provider in the format as specified by Service Provider from time to time. Following terms should additionally apply to the arrangement of creating any sub- Id. The Merchant will be allotted a main Merchant ID (MID) by the Service Provider. Through this Agreement the Merchant will be able to enable the Business Associates to receive online payments from the end Customers. For the said purpose the Service Provider has agreed to create sub- ids for the Business Associates of the Merchant. The addition of any new Business Associates shall be intimated by Merchant to the Service Provider in the format specified by Service Provider. The Service Provider shall make the payout of the Customer Charge after due deductions to the designated bank account of the Merchant or the Business Associate as directed by the Merchant in writing. The Merchant will provide the necessary documents of such business associates as per the requirements of the Service Provider. The Parties have agreed that all the terms and conditions, warranties, covenants addressed to Merchant herein shall be equally applicable to the Business associates of the Merchant. Any default, Chargeback, Refund, claim observed or received on Business Associates' MID shall be the responsibility of the Merchant. The Merchant here by indemnify the Service Provider for the acts and omissions of the business Associates. To avail the facility of Sub- IDs the Merchant must intimate the Service Provider in writing, the Service Provider reserves right to approve or reject the onboarding of Business Associate. Termination of this Agreement will automatically terminate all the sub-ids.

16. GENERAL PROVISIONS:

16.1. Entire Agreement: This Agreement constitutes the entire Agreement between the Service Provider and the Merchant pertaining to the subject matter hereof and supersedes in their entirety all written or oral Agreements between the Parties.

16.2. Relationship between Parties: The Parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.

16.3. Severability: If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.

16.4. Variations of Agreement: Both Parties hereto may amend these terms and conditions or to introduce new terms and conditions. Any such variations or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post and if the Merchant is unwilling to accept such variation or amendment or introduction, the Merchant shall notify the Service Provider in writing by registered post within five days from the receipt of the notification by the Service Provider.

16.5. Assignment: This Agreement may not be assigned by the Merchant without the prior written consent of the Service Provider. The Service Provider may assign all its rights, titles, benefits under this Agreement to any of its affiliates/ third party, such assignment shall apply to and bind any successor or permitted assigns of the Parties hereto.

16.6. Rights And Remedies; Waiver: All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court

costs and other collection expenses, in addition to any other relief it may receive. If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.

- 16.7. Survival of Provisions: Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.
- 16.8. Liability upon Expiration: Neither Party shall be obligated to extend or renew this Agreement.
- 16.9. Jurisdiction and Governing law: The laws of India only and no other nation shall govern this Agreement. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under or in relation to these terms and conditions.
- 16.10. Headings and sub – headings: The headings and sub headings in this Agreement are for convenience only and do not affect the meaning of the relative section / clause.
- 16.11. Disclosure of information: The Service Provider will be entitled at any time to disclose information concerning the Merchant to any authorised assignee, Facility Providers or to its own employees or directors basis in connection with the payment gateway mechanism facilities provided by the Service Provider. This clause shall survive the termination of this Agreement. The Merchant shall not, without the prior written consent of the Service Provider, the Facility Providers, disclose the identity of any Customer who has entered into a Transaction or any information whatsoever relating to any Transactions to any other person or otherwise use any information acquired by it in relation to such Customers other than for the purposes of this Agreement except where (i) information already known or independently developed by the recipient prior to or independent of the disclosure; (ii) information in the public domain through no wrongful act of the recipient, (iii) information received by the recipient from a third party who was not under any legal impediment to disclose it, (iv) information required to be disclosed by any order of a court or regulatory authority of competent jurisdiction to the extent specified in the order.
- 16.12. The individual signing this Agreement certifies that he/she is an authorized principal, partner, officer, signatory or other authorized representative of Merchant identified above, is thereby fully authorized and appointed by valid board resolution and/or authority letter to bind Merchant to contractual obligations and is authorized to provide the information contained in this Agreement. The signatory of this Agreement also certifies that all information and documentation submitted in connection with this Agreement are complete and correct in all material respects. Merchant authorizes Service Provider to obtain and verify, and to continue to obtain and verify, any information submitted in this Agreement, including banking information, financial credit, or other information about Merchant, any relevant information regarding principals, partners, officers, or other authorized representatives of Merchant, and any other individuals listed on this Agreement, including the individual signing below, and for Service Provider to use such information as reasonably necessary during the course of providing the services contemplated here under as well as for Service Provider to share such information with its affiliates or as otherwise allowed by applicable law.

16.13. Notices

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

In the case of the Merchant	In the case of the Service Provider
As provided by Merchant from time to time.	Name: Infibeam Avenues Limited, Address: Plaza Asiad, Second Floor, Station Road, Santacruz (West), Mumbai 400 054. India. Fax: 91-22-26480772,91-22-67425542 Tel. 022-67425555 Email: accounts@ccavenue.com ATTN:- Mr. Vishwas Patel

- b. Notice will be deemed given : In the case of hand delivery or registered mail or e-mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
- c. 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.

17. ARBITRATION:

- The parties will endeavour to settle amicably by mutual discussion any disputes, differences or claims whatsoever related to this agreement. Failing such amicable settlement the dispute shall be settled by arbitration. The Arbitration and Conciliation Act 1996 (and any subsequent amendment to this act) shall govern the arbitration proceedings. The arbitration shall be held in Mumbai, India. The language of arbitration shall be English and the arbitral award shall be final and binding on both the parties. The arbitration proceedings will be held before the sole Arbitrator appointed by mutual consent of both the parties. Any arbitration award will be final and binding on the parties, and judgment there on may be entered in any court of competent jurisdiction. This Agreement (including its jurisdiction clause) shall be governed by, construed and take effect in accordance with the laws of India. The courts of Mumbai shall alone have jurisdiction in all matters.

ANNEXURE A *:

The Merchant shall pay to the Service Provider following Non- Refundable charges per Transaction:

Payment Mode	Start-up Pro Account Charges
Set Up fees[One time Non Refundable]	NIL
TDR for Credit Card (MasterCard/ Visa) Domestic Transaction	2%+Taxes as applicable

TDR for Credit Card EMI Transaction	2%+Taxes as applicable
TDR for Debit Card (MasterCard, Visa and Maestro) Domestic Transaction	2%+Taxes as applicable
TDR for Net Banking Transaction	2%+Taxes as applicable
TDR for Wallet Transaction	2%+Taxes as applicable
TDR for American Express / Amex EMI & Diners Club Card Transactions	4%+Taxes as applicable
TDR for MasterCard & Visa Credit / Debit Cards Transaction (International) - Subject to Bank Approval	3%+Taxes as applicable
TDR for Corporate / Commercial Credit Cards (Domestic) Transaction	3%+Taxes as applicable
Platform Fees for UPI and Rupay Debit Card Transaction	2%+Taxes as applicable
TDR for 27 Multi-currency options - Subject to Bank Approval (Additional charges may apply per currency)	4.99%+Taxes as applicable
Annual Software Maintenance Cost payable per annum payable in advance in April of every Year OR Pro Rata thereof	Rs.1200/ +Taxes as applicable

Payment Schedule is Td+1 Business Day/ Weekly

or Tp+0 in case of Domestic Transactions subject to approval of Service Provider.

Where Tp or Td is a Sunday or public holiday the payment of Customer Charge shall be made on the next business day.

TDR= Transaction Discount Rate (Rate charged to the Merchant by the Service Provider on the Transaction amount processed through Service Provider and / or the Facility Providers, Card Schemes, Payment Gateway System AND it includes the Merchant Discount Rate as notified by the Reserve Bank of India, the Facility Providers from time to time AND the processing and other charges charged by the Service Provider as its service charges from time to time.

The Transaction Discount Rate is exclusive of GST and/or any other Taxes as notified by the Government from time to time).

*Taxes as applicable (such as GST or any other Taxes) will be levied on set up fees, ASMC and Transaction Discount Rate (TDR).

ANNEXURE B *:

Customer Grievance Redressal and Dispute Management Framework

Scope of the Document

This document aims to elaborate on CCAvenue's board-approved policies for handling grievances of Customers as per the below classification:

- Disposal of Complaints
- Dispute Resolution Mechanism
- Refund Processing Timelines

All of the above policy matters bind all participants i.e. Customer, Merchant and Payment Aggregator (CCAvenue), and shall contain detailed explanation of types of disputes, process of dealing with them, compliance, responsibilities of all the parties, documentation, reason codes and procedures for addressing the grievance, turn-around-time for each stage, etc.

This document would also provide details of multi-level support as well as details of the Nodal Officer who would be responsible for regulatory and Customer grievance handling functions.

Disposal of Complaints

Listing of common queries and resolutions with TATs:

Customer Queries	Resolutions	TAT
Customer enquiries about his Transaction status.	We provide all the details like order no, PA reference number, date of Transaction, amount of Transaction, Merchant Site/URL and status of Transaction.	24 hours (for queries received between 10 am-7 pm Monday to Sunday)
Transaction successful, but no response from Merchant.	We provide all the information to the Customer, including the Merchant details. Additionally, we forward the same mail to the Merchant providing services, keeping Customer in CC.	24 hours (for queries received between 10 am-7 pm Monday to Sunday)
Refund issues	We provide all the refund details to the Customers, with bank reference number and	24 hours (for queries received between 10 am-7 pm

	ARN number for Customer to further check with his concerned bank.	Monday to Sunday)
Refund not reflecting in Customer account	We recheck funds status and update the customer OR raise the issue with the concerned bank. The updates received are shared with the Customer.	24 hrs to 48 hrs (working days) post receiving update from concerned entity.
Amount debited but Transaction not found	We search for the Transaction with details like: <ul style="list-style-type: none"> • email id used while performing the Transaction • date and amount of Transaction, • and if still not found, then ask Customers to contact their concerned bank for more details or other reference nos. 	24 hours (for queries received between 10 am-7 pm Monday to Sunday)

Dispute Resolution Mechanism

Customers can raise dispute on shipped orders for the following reasons:

- Transaction amount is different
- Request is made for the copy of the Receipt
- Merchandise is defective or damaged
- Alleged fraudulent Transaction investigated by the Acquiring Bank
- Multiple charges for the same order
- Merchant agreed to issue refund on merchandise returned or for any other reason
- Merchandise not as advertised
- Customer did not engage in or authorize this Transaction
- Merchandise has not been delivered
- Cardholder is not in possession of the card used for the Transaction
- Service not received from Merchant
- Order was cancelled
- Customer paid for order by other payment method

How We Manage Disputes

Only the Customer or CCAvenue can raise disputes. The Merchant can view all disputes raised on their Transactions in their Disputes Listing Page. They can also provide updates as well as submit required documents for the dispute via a 3-way messaging facility between CCAvenue, the Merchant and the Customer.

Supporting Documents

CCAvenue may request for a set of supporting documents for cases that need further investigation. These documents could include the Authorization Letter from the, Cancellation Policy, etc. Merchants can respond by attaching the required documents with a clarification message using our messaging facility. This can be uploaded from the Dispute Management module.

Dispute Resolution

CCAvenue team can either close the dispute in the Merchant's favour or allow Chargeback to the Customer. The Dispute status can be: 'Open', 'Chargeback', 'Closed' and 'Open and Hold.'

After the dispute status has been set to 'Open,' or 'Open and Hold,' CCAvenue can update its status to 'Closed' or 'Chargeback'. If the open dispute is confirmed as Chargeback, CCAvenue will debit the dispute amount in the Customer's favour and set the status as 'Chargeback'. Similarly, if the open dispute is closed in favour of the Merchant, CCAvenue will update the dispute status as 'Closed'.

Resolution of 'Open and Hold' Cases

CCAvenue designates the status as 'Open and Hold' for disputed cases that need further investigation and sets the amount and end date for resolution. The amount set aside for resolution at this stage cannot be greater than the disputed amount.

Different Types of Resolution for 'Open and Hold' Cases:

- When the time limit set for the 'Open and Hold' case is over and the dispute status has not changed, CCAvenue will release the amount held against the dispute and close the dispute.
- After further investigation, when CCAvenue changes the status for the 'Open and Hold' case to 'Chargeback', the

amount set aside for resolution (the balance amount payable) is treated as the Chargeback amount and debited from the Merchant's account in favour of the Customer.

- When CCAvenue changes the status for the 'Open and Hold' case to 'Closed', the amount set aside for resolution is ruled in the Merchant's favour i.e. credited to their account.

Refund Processing Timelines

CCAvenue has a very stringent mechanism to deal with refunds of failed Transactions (Transactions charged to Customer but not returned to Payment Aggregator and in turn to Merchant, hence no services are rendered). As per Merchant's line of business they can opt to configure their account to reverse such Transactions or get it updated as a successful Transaction post reconciliation, and provide services.

We can reconcile dropped Transactions in 2 ways:

- a. We initiate server-to-server API calls with banks on periodic basis throughout the day to fetch the status of Transactions. Such cases are sent to bank for reversal on Tp (Date of Transaction) +1 Business day.
- b. For banks who do not provide the API-based reconciliation mechanism, we reconcile with the offline files received from the banks the next working day. Thus refunds for such Transactions are sent the next day post reconciliation or T (Date of reconciliation) + 1 Business day post reconciliation.

Refunds are then processed into the Customer accounts by banks, as per their standard processes.

Multilevel Support and Nodal Officer Details

Level I	Service Assurance – Executive	Service Assurance - Executive Email: customercare@ccavenue.com Phone: +91 022-67425555 Extn: 401 -404
Level II	Senior Executive - Customer Care	Arbaaz Khan Email: arbaaz.khan@avenues.info Phone: +91 022-67425555 Extn: 401
Level III	Senior Executive – Nodal Officer	Pranav Shirolkar Email: nodalofficer@ccavenue.com Phone: +91 022-67425555 Extn: 423