

TERMS AND CONDITIONS

FOR MERCHANT ESTABLISHMENTS AVAILING INTERNET PAYMENT GATEWAY SERVICES FROM YES BANK

The terms and conditions (hereinafter referred to as “**Terms and Conditions**”) specified below govern and constitutes the entire and exclusive contract between the merchant establishment (“**Merchant Establishment**”, which expression shall, unless repugnant to the meaning or context thereof, also mean and include its successors and assigns) and YES Bank Limited (“**Bank**”, which expression shall, unless repugnant to the meaning or context thereof, also mean and include its successors and assigns) for the purpose of internet payment gateway services from YES Bank.

Merchant Establishment and the Bank individually referred as “**Party**” and collective referred to as the “**Parties**”.

No oral or verbal agreement amending, modifying or deleting these terms and conditions are valid unless both the Parties duly confirm and agree to such amendments, modifications and deletions in writing. These terms and conditions shall be in addition to and not in derogation of other terms and conditions of any account or any other facility or services offered by the Bank and/or such other terms and conditions as may be specified by the Bank, from time to time.

In case the Merchant Establishment being:

- (i) One or more individual(s): Such individual or each one of them are deemed to have made this Agreement individually and all of them agreed to obligations hereunder jointly and severally;
- (ii) Partnership firm: The firm duly constituted under the Indian Partnership Act, 1932 or not along with all the partners thereof;
- (iii) Limited Company: company incorporated under the provisions of the Companies Act, 1956/Companies Act, 2013;
- (iv) Society: a society registered under the Societies Registration Act, 1860;
- (v) Trust: a trust, registered under the Trusts Act, 1882
- (vi) Any Government/Semi-Government/Authority/Agency /organization or body established by or under any law or controlled or funded by the Central or State Government
- (viii) Any other association of individuals recognized under any law for the time being in force.
- (ix) Any other Authority/body established by or under any law for the time being in force.

1. DEFINITIONS

The following terms shall have the following meanings:

1. **"Authorization"/ Authorized Transactions** means the process by which the Bank approves a Transaction as stipulated by the Issuer from time to time and includes the approval flashed on the EDC machine / terminal or telephonic approval by dialing Bank's prescribed dedicated number/toll free number in absence of EDC machine / terminal.
2. **"Business"** means the business of the Merchant Establishment which is normally engaged in
3. **"Card"** means a credit card or a debit card or any other payment card issued by an Issuer.
4. **"Card Holder"** means a person to whom a Valid Card is issued or who is authorized to use that Valid Card.
5. **"Card Organization"** means only VISA, MasterCard and Rupay and any other card organization offering credit, debit or any other payment card programmes to Issuers.
6. **"Chargeback"** means a Transaction that is returned to the Bank by the Issuer.
7. **"Issuer"** means a licensee of a Card Organization issuing a [Valid] Card.
8. **"ME Commission or MSF (Merchant Service Fee)"** means the commission payable to the Bank by ME for facilitating a Transaction.
9. **"Net Banking Facilities"** and/or **"Acquiring Bank's Services"** shall mean the facilities provided by Acquiring Banks including facilities through the internet, including net banking facilities and providing authorization (from third party clearinghouse networks) and settlement facilities in respect of payment instructions initiated by the Customers on certain websites of various different client using valid credit card/debit card/online banking account.
10. **"Payment Mechanism"** means the payment mechanism through the internet utilizing the Acquiring Bank's Services and through such other modes and mechanisms of payment and delivery as may be notified by the Bank from time to time.

11. **“Payment Gateway Services”** shall mean to provide end to end services required for processing internet payment gateway transactions as per the rules and guidelines of VISA/MasterCard, RBI and Bank from time to time for routing and seeking transaction authorization from card issuing and netbanking connected banks.
12. **“Premises”** shall mean the place of business of the Merchant Establishment.
13. **“Services”** means any service that the ME offers to the Customers, the payment for which is to be made through a the Valid Card and/or Net Banking Facilities.
14. **“Service Provider”** shall mean any entity deputed by Yes Bank for providing Payment gateway facility.
15. **“Transaction”** means the transaction between a Card Holder and the Merchant Establishment for the payment by such Card Holder to Merchant Establishment towards the Card Holder’s purchase of goods or services from the Merchant Establishment resulting into the generation of a Charge slip.
16. **“Transaction Amount”** means the amount of the Transaction appearing on the Charge slip.
17. **“Valid Card”** means a Card:
 - a) permitted by the Bank for the Transaction;
 - b) bearing the Card Organization’s logo, the name and hologram of the Issuer and such other details as may be stipulated by the Bank from time to time;
 - c) which is not expired;
 - d) bearing the Card Holder’s signature on its reverse side;
 - e) not mutilated or altered; and
 - f) confirms to RBI’s and / or Issuers guidelines/advisories/circulars issued from time
 - g) to time.
18. **“Website”** shall mean the website with the domain name as specified in *Annexure A* hereto and which is established by the ME for the purposes of enabling the Customers to carry out Transactions for purchase of Products and Services offered by the ME.

2. MERCHANT ESTABLISHMENT’S REPRESENTATIONS AND WARRANTIES

The Merchant Establishment represents, warrants and declares that:

1. The Merchant Establishment conducts its Business on the Premises.

2. The Merchant Establishment holds all the valid and subsisting licenses, permits and consents required for the conduct and operation of the Business from appropriate competent Authorities.
3. The Merchant Establishment has taken all necessary action to authorize the execution, delivery and consummation of the Transaction and will furnish satisfactory documentary evidence of the same to the Bank upon request and undertakes that:
 - (a) the execution, delivery and performance of the Transaction will not constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorization, agreement, undertaking or other obligation by which it is bound;
 - (b) the execution, delivery and performance of the Transaction will not result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it; and
 - (c) there are no judicial or administrative actions, proceedings, litigations or investigations pending or, to the best of its knowledge after due inquiry, threatened against it, which would have a material adverse effect on its capacity to perform its obligations under the Transaction or any other transaction to which it is a party.
4. The materials and services to be delivered or rendered under the Transaction, will be of the kind, quality and timeliness designated as per the quality, standards, specifications as well as manners as determined by the Bank from time to time.
5. No officer of the Bank or any of its respective directors, employees or immediate family members has received or will receive anything of value of any kind from the Merchant Establishment or its officers, directors, employees or agents in connection with or in relation to the Transaction; [and that none of them has a business relationship of any kind with the Merchant Establishment, its employees or any of its other officers].
6. These Terms and Condition are a legal and binding obligation upon the Merchant Establishment and is enforceable against the Merchant Establishment in accordance with its terms.

3. MERCHANT ESTABLISHMENT'S COVENANTS

1. The Merchant Establishment shall duly fulfill all Transactions in accordance with the instructions of the Customers and as mutually decided between the Merchant Establishment and its Customers.
2. The Merchant Establishment shall prior to accepting any instructions from the Customer ensure that appropriate instructions have been provided to the Customer in accordance with the requirements of applicable law and regulations, and appropriate disclosures/disclaimers are displayed conspicuously on the Website of the Merchant Establishment in relation to the same.

3. The Merchant Establishment shall comply with all applicable laws and regulations while offering the Products and/or Services to the Customers. The Merchant Establishment shall not offer anything to the Customers, which is illegal or offensive and is not in compliance with applicable laws, and regulations whether federal, state, local or international of all jurisdiction from where the Customers of the Merchant Establishment avails the Products and/or Services.
4. The Merchant Establishment shall ensure to keep confidential all information submitted by the Customers on the Merchant Establishment's Website. The Merchant Establishment shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Customers. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to the interests of the Customer. The Merchant Establishment shall use the Customer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.
5. The Merchant Establishment agrees to put up such notices, disclaimers or warranties as may be requested by the Bank, the Service Providers or the Acquiring Banks and the Merchant Establishment shall comply with the aforesaid requests forthwith.
6. The Merchant Establishment shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information, which are displayed and offered on the Website.
7. The Merchant Establishment shall take all precautions as may be feasible or as may be directed by the Bank , the Service Providers and the Acquiring Banks to ensure that there is no breach of security and that the integrity of the link between the Website and the Bank is maintained at all times during the term of this Agreement.
8. The Merchant Establishment agrees that the Bank reserves its right to suspend the Payment Gateway Services provided herein in event the Merchant Establishment fails to observe the aforesaid covenants.
9. The Bank may hold on to funds, if Transaction is reasonably found to be doubtful, illegal, risky or fraudulent.
10. The Merchant Establishment shall permit the authorised representatives of the Bank, the Service Providers and the Acquiring Banks to carry out physical inspections of the place(s) of business during normal business hours of the Merchant Establishment by giving reasonable prior notice (not be more than 3 days) to the Merchant Establishment to verify whether the Merchant Establishment is in compliance with its obligations here under.
11. The Merchant Establishment shall provide a reasonable level of service support to the Customers. Such support shall include appropriate notice to Customers of means

of contacting the Merchant Establishment in the event the Customer has questions regarding the nature or quality of the Products and/or Services and the procedures for resolving disputes.

12. All risks associated with the Delivery of the Products and/or Services shall be solely that of the Merchant Establishment. Any and all disputes regarding quality, merchantability, non- delivery and delay in delivery of the Products and/or Services or otherwise will be resolved directly between the Merchant Establishment and the Customer without making the Bank , the Service Providers and the Acquiring Banks a party to such disputes.
13. The Merchant Establishment shall enter into Transactions only in relations to Products and/or Services provided by it to the Card Holder.
14. The Merchant Establishment shall own, and not dispute for any reason whatsoever, Transactions effected via its Website using the Payment Gateway Services.
15. The Merchant Establishment acknowledges and agrees that the provision of Products and/or Services under the Transaction shall be transactions between the Merchant Establishment and the Card Holder without the Bank being a party thereto.
16. The Merchant Establishment shall keep the Bank informed of the claims it receives in relation to Transactions or any other matter in connection with this Agreement providing details as may be required by the Bank. However the Bank shall not be under any obligation to provide any assistance to it in connection with any such claim. The Bank shall provide dispute resolution and other related activities including Chargeback, presentment, pre-compliance, compliance, pre-arbitration and arbitration etc. to Merchant Establishment.
17. The Merchant Establishment shall be charged transaction processing fees, merchant service fees and / or minimum balance charges in accordance with Schedule A and which forms part of this Agreement. The said charges will be reviewed and revised with due intimation to the Merchant Establishment.
18. The Merchant Establishment shall give prior written notice to the Bank of any change in its constitution/composition/ownership and commercial activity.
19. The Merchant Establishment is not allowed to do any transactions related to purchase, sale etc. of shares or other securities through the Payment Gateway Services.
20. The Merchant Establishment shall report promptly to the Bank a fault or suspected fault in Payment Gateway Service, and Software Application.
21. The Merchant Establishment shall provide all reasonable assistance to the Bank and for the prevention and detection of fraud in respect of usage of the Payment Gateway Service, and Software Application.
22. The Merchant Establishment shall keep confidential the information received from the Bank in connection with the Payment Gateway Service, and Software Application and not disclose it to any person other than its staff member(s), auditors and consultants connected

with the operation of the Payment Gateway Service, and Software Application for effecting payments through it.

4. Representation and Warranties of Bank:

The Bank represents, warrants and declares that:

1. The Bank holds valid and subsisting licenses, permits and consents required under all the applicable laws/regulations for the conduct and operation of its business.
2. The Bank has taken all necessary actions to authorize the execution, delivery and consummation of the Transaction;
3. The execution, delivery and performance of the Transaction will not constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorization, agreement, undertaking or other obligation by which it is bound;
4. The execution, delivery and performance of the Transaction will not result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it;
5. There are no judicial or administrative actions, proceedings, litigations or investigations pending or, to the best of its knowledge after due inquiry, threatened against it, which would have a material adverse effect on its capacity to perform its obligations under the Transaction and each of the other documents referred to in this Terms and Conditions.

5. Further Covenants by the Merchant Establishment

1. Valid Card Acceptance: The Merchant Establishment shall (a) honour a valid Visa/MasterCard/Maestro Card/Rupay Card when presented for Transaction; (b) not engage in any practices or procedures that discriminates against, or discourages the use of Valid Cards whether in favour of cash or any other competing card brand; (c) not levy any service charges on the Card Holder for the use of the Card, subject to the instructions/circulars/advisories issued by the Bank; (d) not place any minimum limit on the Transaction for the use of Valid Card, subject to the instructions/circulars/advisories issued by the Bank.
2. Transaction Handling: The Merchant Establishment shall: (a) enter into Transactions only in Indian Rupees unless otherwise permitted by the Bank in writing; (b) collect the day's Transaction paper roll/ sales invoices for accounting purposes; (c) preserve copies of Charge slips, Transaction paper rolls and sales invoices for a minimum period of one year and provide the same to the Bank within 3 business days from the date of the Bank's request for such information and in case of failure to do so, refund the Transaction Amount to the Bank;(d) be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to [mail order] Transactions and provide in such form and manner as may be

required by the Bank from time to time, information and related documentation in respect of Transactions; and (e) while presenting any Transaction information, certify to the Bank that (i) all statements of facts contained therein are true and complete in all respects, (ii) the Transaction information pertaining to each sale has been supplied only once, and (iii) that the sale of such Products and/or services are not unlawful or prohibited.

3. Chargebacks: Any Transaction entered by the Merchant Establishment in any of the following circumstances shall be the final responsibility of the Merchant Establishment, notwithstanding that the Transaction was accepted or paid by the Bank and the Merchant Establishment agrees to the Bank's Charging back of the Transaction without any demur or protest in the following circumstances (i) Transactions which are not in conformity with the provisions of this Agreement; (ii) Transactions beyond the validity date shown on the Card; (iii) Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever; (iv) Transactions incurred outside the territory authorised for use of the Card; (v) Any charge for merchandise, Products and/or Service sold or provided to the Card Holder at a price which is in excess of the price displayed at the time of purchase of Products and/or Services; (vi) Transactions for undelivered merchandise, Products or service; (vii) Transactions which the Card Holder refuses to pay because the merchandise, Products or Service were not as promised or were defective; (viii) Transactions where the Card Holder asserts a claim for set-off or counter claim against the Merchant Establishment or disputes his liability for any reason whatsoever; (ix) Transactions where the Transaction is split by the Merchant Establishment in more than one Transactions with a view to circumvent the approval parameters of the Issuer; (x) Transactions in respect of which a Card Holder's complaint or request for an adjustment has not been resolved; and (xi) Transactions which are transacted, recorded or submitted otherwise than in accordance with this Agreement. If the Bank is entitled to Chargeback any Transaction or if the Bank is entitled to payment or reimbursement from the Merchant Establishment, the Bank may at its discretion, give effect to such Chargeback entitlement through any one or more of the following methods subject always dispute resolution mechanism of Visa/MasterCard/ American Express:
 - a. deduction of the relevant amount or any part thereof from any account whatsoever of Merchant Establishment or the Merchant Establishment Account with any branch of the Bank without prejudice or limitation to the Bank's right to set-off, transfer and applications of funds in law;
 - b. deduction of the relevant amount or any part thereof from any payments to Merchant Establishment;
 - c. billing Merchant Establishment for the relevant bill amount or any part thereof and Merchant Establishment agreeing to pay the amount of the bill forthwith upon receipt of the same without any demur or protest.
4. Refunds: The Merchant Establishment shall the event that any goods are not received by a Card Holder or are rejected pursuant to non compliance by the Merchant Establishment or pursuant to any terms of contract between the Merchant Establishment and the Card Holder or are otherwise lawfully rejected or are accepted for return and/or services paid for by the Card Holder are not performed or are cancelled by the Merchant Establishment or the price is lawfully disputed by the Card Holder or the price

adjustment is disputed by the Merchant Establishment, shall: (a) not make any cash refunds to the Card Holder; (b) make all refunds to the Card Holder through the Bank as per the process communicated by the Bank; (c) forthwith make payment of the amounts to be refunded to the Bank for onward credit to the Card Holder. In the alternative, the Bank may in its discretion adjust all such amounts from the amount payable by it to the Merchant Establishment or provide for such other procedure for refund in writing, as the Bank may deem fit from time to time.

5. Indemnity: The Merchant Establishment do hereby unconditionally and irrevocably agrees to indemnify and hold harmless and keep indemnified the Bank and its directors, officers, employees and authorized representatives on demand in respect of any Charge backs, actions, claims, costs, damages, demands, expenses, losses, penalties, fines, assessments and injuries made against, suffered or incurred by any of them, including reasonable attorney's fees, arising directly or indirectly from or in connection with: (a) any Transaction; (b) failure by the Merchant Establishment (or any of Merchant Establishment's officers, employee or agent) to comply with the provision of these Terms and Conditions including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of this Terms and Conditions; (c) the breach of contract or duty by the Merchant Establishment (or any of the Merchant Establishment officers, employee or agent) to a Card Holder or any third party; (d) the misuse of the Equipment including unauthorized access, shifting, hacking, cracking etc.; (e) any of Merchant Establishment's representations and warranties being or becoming false or untrue; and (f) any claim from any statutory authority or Card Holder. (g) any claim, penalties, fines, assessments, levies etc from any card organizations/schemes. The Merchant Establishment shall forthwith pay to the Bank any claim, penalties, fines, assessments etc. levied by Card organizations/schemes pertaining to Merchant Establishment's activity under this Terms and Conditions. The Merchant Establishment shall be liable to pay the amount required to be so paid by reason of the indemnity agreed to be provided hereinabove to the Bank, as determined by the Bank in its sole discretion under this provision, on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the Merchant Establishment against the future payments due from the Bank to the Merchant Establishment. Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Merchant Establishment for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under the Transaction. The aforesaid clause shall survive the termination of this Agreement.
6. Confidentiality: The Merchant Establishment shall not, without the prior written consent of the Bank and the Card Holder, use or disclose the name of the Card Holder, card number, expiry date, CVV number including without limitation any other confidential information of the Card Holder, Transactions or Equipment and/or relating to the Bank and their respective business including legal, financial, technical, commercial, marketing and Transaction/Equipment related records, data, documents, reports and the details of the negotiations between the Parties etc. ("**Information**") to a third party unless such disclosure is compelled by applicable law. The Merchant Establishment agrees and undertakes that it shall: (a) keep all Information and other materials passing from the

Bank, and the Card Holder to the Merchant Establishment confidential and shall not, without the prior written consent of the Bank, and the Card Holder, divulge such Information to any other person or use such Information other than for the purposes of carrying out the Transaction; (b) take all steps as may be reasonably necessary to protect the integrity of the Information and to protect against any unauthorized disclosure thereof; (c) promptly inform the Bank of any potential or accidental disclosure of the Information and take all steps, together with the Bank to retrieve and protect the said Information; (d) ensure that the employees and/or representatives of the ME who are given access to the Information shall at all times be bound by and comply with legally valid and written non-disclosure obligations under their employment contracts; and (e) use the Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner to the exclusion of the Bank. The aforesaid clauses shall survive the termination of this Agreement.

7. BANK'S COVENANTS AND RIGHTS

1. Based on the Representations, Warranties, Indemnities and Covenants made herein by the Merchant Establishment, the Bank hereby permits the Merchant Establishment to enter into Transactions through a Net Banking Service and a Valid Card using the Payment Gateway service in terms of the procedures stated hereinabove and pay to the Merchant Establishment the amount of such Transactions subject to other Terms and Conditions, mentioned herein.
2. The Bank reserves the right to amend the terms and conditions of this Agreement (or any procedures there under) in writing from time to time at its sole discretion. Any such variation or amendment or introduction will become effective and binding on the Merchant Establishment upon notification to the Merchant Establishment by ordinary post and if the Merchant Establishment is unwilling to accept any such variation or amendment or introduction, the Merchant Establishment shall notify the Bank in writing by registered post within seven days from the receipt of the notification by the Bank. Failure to receive notice within seven days from the date on which the aforesaid letter was sent by the Bank, it shall be deemed to be as an acceptance of such modified/ varied terms and conditions.
3. The Bank shall, towards Authorized Transactions complete in all respects, pay to the Merchant Establishment by crediting the account of the Merchant Establishment with the Bank, the amount of Transactions net of (i) the Merchant Establishment Commission and taxes as applicable, computed at the rate as stated in the Schedule, of the Transaction Amount and (ii) any other amounts due by the Merchant Establishment to the Bank.
4. No amount on a Transaction shall be payable by the Bank to the Merchant Establishment unless the Bank has received a receipt of that Transaction.
5. The Bank shall endeavour to make payments of amounts when due to the Merchant Establishment on Transactions within T + 2 day after receipt of the Transactions by the

Bank, unless this Agreement is under termination notice period in which case the Bank shall endeavor to make such payments only when it has successfully collected the amount from the Issuer(s) within T + 2 business days after receipt of the Transactions by the Bank.

6. The Bank shall be entitled, in case when any refund claimed by the Bank exceeds the amount due to the Merchant Establishment, to debit the amount by which the refund exceeds the amount payable to the Merchant Establishment to the account of the Merchant Establishment and to recover it from the Merchant Establishment.
7. Payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the Merchant Establishment and shall not constitute any admission by the Bank as to the performance by the Merchant Establishment of its obligations under this Agreement and the amount payable to the Merchant Establishment.
8. The Bank shall be entitled to set-off and deduct from the amounts payable to the Merchant Establishment amount lying in the Merchant Establishment account with: (a) the amount of refund due to any Card Holder in accordance with the procedure for refund set out under this Agreement; (b) overpayment made by the Bank due to errors or otherwise; and (c) any other sum due from or payable by the Merchant Establishment to the Bank including without limitation on any Charge backs herein. (d) Any taxes or claims required to be paid under law or in terms of the directions of any regulatory or legal authority (e) The cost of Payment Gateway Services upon the termination or any other circumstances, the Merchant Establishment fails to return the Equipment to the Bank.
9. If the Bank suspects that the Merchant Establishment has committed a breach of this Agreement or has acted dishonestly or fraud has been committed against the Bank or any Card Holder or third party, or the Merchant Establishment has in connivance with any other person done the same or assisted in the same, the Bank shall be entitled to suspend all payments under this Agreement to the Merchant Establishment, ending enquiries by the Bank. Notwithstanding anything contained herein, where the Bank has reason to believe that any Transaction is fraudulently incurred, the Bank shall be entitled to withhold payment in respect thereof.
10. The Bank shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to the Merchant Establishment or if payment has been made to the Merchant Establishment, to debit the Merchant Establishment's account or to seek immediate reimbursement from the Merchant Establishment towards the amounts paid, notwithstanding any Authorization given by the Bank to the Merchant Establishment if: (a) any Transaction entered into by the Merchant Establishment is reported as fraudulent, unlawful or unenforceable; (b) information provided by the Merchant Establishment to the Bank in respect of the Transaction is not received in accordance with the Bank's requirements; (c) the price charged for goods or services to the Card Holder is in excess of the advertised price; (d) the goods and/ or services covered under a Transaction are rejected or returned or the Transaction or part thereof, is validly

cancelled or terminated by Card Holders and if the Merchant Establishment fails to provide all or part of goods or services to the Card Holder's satisfaction, to the Card Holder: (e) the Card Holder disputes the nature, quality or quantity of the goods and/or services covered by the Transaction; (f) the Card Holder disputes or denies the Transaction or the sale or delivery of goods or provision of services covered by the Transaction with reasons thereafter; (g) the Transaction appears more than once to Card Holder's account; (h) the Transaction is doubtful or erroneously paid to the Merchant Establishment; and (i) any other event or circumstance which the Bank shall from time to time notify to the Merchant Establishment in writing shall have occurred.

11. The Merchant Establishment agrees that in addition to any general lien or similar right to which the Bank maybe entitled by law, the Bank may at any time without notice to the Merchant Establishment combine or consolidate all or any of the Merchant Establishment's accounts with and liabilities to the Bank and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Merchant Establishment's liabilities to the Bank of any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

11. TERMINATION

1. These Terms and Conditions may be terminated by the Bank without assigning any reason whatsoever by giving to the Merchant Establishment a notice in writing of a minimum thirty (30) days prior to the date proposed for termination. The Merchant Establishment shall not have any right to terminate this Terms and Conditions.
2. Notwithstanding anything contained in these presents, this Terms and Conditions may be terminated by the Bank, at its discretion, forthwith by serving on the Merchant Establishment a notice of termination, without there being a necessity to give a prior notice thereof to the Merchant Establishment as contemplated in the preceding clause upon happening any of the following: (i) if any of the Merchant Establishment's Representations and Warranties herein contained are found to be incorrect or untrue; (ii) if the Merchant Establishment breaches any of the terms and conditions or procedures contained herein; (iii) if the Merchant Establishment becomes bankrupt or insolvent or likely to be so in the sole discretion of the Bank; (iv) if the Merchant Establishment is, in the sole discretion of the Bank, involved in or has facilitated any suspicious transaction or fraud; (v) if there are no deposit activity in the account for more than 60 days and if there are no transactions using the Payment Gateway Services for a continuous period of 60 days.
3. In the event of termination of this Terms and Conditions, the Merchant Establishment shall disclose all completed Transactions to the Bank. Upon termination, the Merchant Establishment shall forthwith, and at his own expense, return to the Bank /the Equipment in good working condition and all related documentation as may be required by the Bank.

4. Termination shall not affect any liabilities incurred prior to it, nor any provision expressed to survive or be effective on termination and the same shall continue to remain in full force and effect notwithstanding termination.
5. The Bank may in its discretion suspend the authority of the Merchant Establishment to enter into a Transaction after service of notice of termination.
6. Subject to Visa/Master Guidelines, upon termination of agreement in the manner provided hereinabove, the amounts payable to the Merchant Establishment in terms of this Agreement shall be settled by the Bank within a period of forty five (45) days from the date of such termination.

8. PERIOD OF AGREEMENT

1. This Terms and Conditions shall continue to remain in force until and unless otherwise terminated pursuant to the provisions of this Terms and Conditions.

9. WAIVER

1. Not exercising or delay in exercising any power or remedy accruing or available to the Bank hereunder or any other documents pursuant hereto shall not impair or prejudice any such right, power or recourse and shall not be constructed to be a waiver thereof or any acquiescence therein by the Bank .

10. SEVERABILITY

1. If a provision of this Terms and Conditions are illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

14. JURISDICTION

1. All disputes and differences relating to this Terms and Conditions, Transactions hereunder and any other matters related hereto or as to the interpretation or enforcement of this Terms and Conditions shall be subjected to the exclusive jurisdiction of the courts/forums/tribunals in Mumbai.

15. FORCE MAJEURE

1. If at any time during the term of this Terms and Conditions the performance in whole or in part of either Party's obligation under this Terms and Conditions is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to fire, storm, flood, earthquake, explosion, accident, military operation, war rebellion, riot wreck, epidemic embargo any virus in the system, any other electronic malfunctioning, or any laws, regulations or other Governmental actions, neither Party shall be entitled to terminate this Terms and Conditions nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance, and shall entitled to resume as soon as practicable after any such event has

come to an end or ceased to exist, provided that if the performance in whole or part of any obligations under this Terms and Conditions is prevented or delayed by reason of any such event for a period exceeding ninety (90) days, the Parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the Parties cannot with reasonable diligence be expected to continue performance, either Party may at its option elect to terminate this Terms and Condition or such part thereof as can be served therefore without affecting the performance of the remaining portion.

16. PUBLICITY

1. The Merchant Establishment shall not use the name and/or trademark/logo of the Bank, its respective group companies, subsidiaries, or associates in any states or marketing publication or advertisements or in any other manner without prior written consent of the Bank.

17. GENERAL

1. The Merchant Establishment shall not, and the Bank shall be entitled to, transfer or assign its rights or obligations under this Terms and Conditions.
2. Any request, approval, demand, waiver or other notice hereunder shall be in writing and deemed to be given on the date on which it is delivered in hand, received via registered mail and addressed to the respective addresses of Parties unless such addresses are changed by written notice to the other.
3. The Bank reserves the right at all times to amend the Terms and Conditions hereof in writing (including procedures stated hereunder) which will become effective upon such amendment.
4. All costs (including cost between the Advocate and client), charges, expenses, taxes, duties (including stamp duty) in relation to this Terms and Conditions and any document executed pursuant hereto and in relation to the enforcement of this Terms and Conditions shall be borne and paid by the Merchant Establishment alone.
5. In this Terms and Conditions, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular numbers shall include the plural and vice versa.