

## MERCHANT'S TERMS AND CONDITIONS FOR CARD PAYMENTS

These terms and conditions are applicable to all Merchants who are availing services related to POS from YES BANK Ltd. These Terms and conditions shall be applicable on the Merchants from the date of installation of the terminal facilitating transaction on POS.

**1. DEFINITIONS:-** In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings

- a) **"Bank"** refers to YES BANK Limited, a banking company incorporated in India under the Companies Act 1956 and having its registered office at YES BANK Tower, IFC - 2, 15th Floor, Senapati Bapat Marg, Prabhadevi (W), Mumbai 400 013, India. which is engaged, inter alia, in the business of acquiring payment transactions from and making disbursements to merchant towards transactions effected by the use of various bank's credit cards, debit cards or other cards and digital payment modes for the reimbursement of such disbursements from the respective issuers of such cards.
- b) **MERCHANT** refers to Individual / Sole proprietorship concern/ Partnership Firm/ Company/ Trust/ Government Organization who is engaged in the business as specified in the Application Form and is desirous to avail POS services from Bank for facilitating transactions by its customers using credit cards, debit cards or other cards issued under various prevalent schemes from time to time towards payment for the sale of goods or services by the MERCHANT to its customers.
- c) **"POS"** refers to Point of Sale, and covers Transaction Processing Devices in all form factors & transaction methodologies supplied or supported by the Bank, including but not limited to Electronic Data Capture (EDC) Machines (wired devices or wireless mobile devices, selectively & optionally offering additional features such as SMS Invoicing, Bharat QR code that can be scanned from the machine or affixed as decals etc.)
- d) **"Authorisation"** 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.
- e) **"Authorised Transactions"** refers to all transactions authorized by the Bank through the process of Authorisation.
- f) **"Bharat QR/ BQR" Services means** a P2M (Person to Merchant) Mobile payment solution provided by the Bank.
- g) **"Business"** means the business the MERCHANT is normally engaged in as specified in the Application Form.
- h) **"Card"** means a credit Card or a debit Card or any other payment Card issued by an Issuer.
- i) **"Card Holder"** means a person to whom a Valid Card is issued or who is authorized to use that Valid Card.
- j) **"Card Scheme"** means VISA, MasterCard, RUPAY and DFS, AMEX, JCB, UnionPay International and any other Card organization offering credit, debit or any other payment Card programs to Issuers.
- k) **"Chargeback"** means a Transaction that is returned to the Bank by the Issuer.
- l) **"Chargeslip"** means an electronic or paper record of a Transaction generated by the MERCHANT using Equipment.
- m) **"EDC"** means electronic data capture.
- n) **"Equipment/ EDC Terminal"** means devices deployed by Bank at the Premises of the MERCHANT for generating a Chargeslip, such as EDC machine / terminals include Mobile POS and equipment(s) for manual generation of Chargeslip and includes printers, peripherals, pin pads and accessories and related software.
- o) **"Field Support"** means an entity that provides field support for the Bank

- p) **"Issuer"** means a licensee of a Card Organisation issuing a [Valid] Card.
- q) **"MERCHANT Commission"** means the commission payable to the Bank by MERCHANT for facilitating a Transaction.
- r) **"Premises"** shall mean the place of business of the MERCHANT.
- s) **"Transaction"** means the transaction between a Card Holder/Remitter and the MERCHANT for the payment by such Card Holder/Remitter to MERCHANT towards the Card Holder/Remitter's purchase of goods or services from the MERCHANT resulting into the generation of a Chargeslip.
- t) **"Transaction Amount"** means the amount of the Transaction appearing on the Chargeslip.
- u) **"Authorised Signatory(ies)"** means the person(s) appointed by the MERCHANT for the purpose of giving instructions on behalf of the MERCHANT to the Bank.
- v) **"Business Day"** means a day other than a Sunday or Public Holiday as defined under Section 25 of Negotiable Instrument Act, 1881 on which banks in Mumbai/India are open to transact business of banking.
- w) **"Application Form"** means, as the context may permit or require, the POS application form submitted by the MERCHANT to the Bank for applying for and availing of the Services/Facilities and all other information, particulars, clarifications and declarations, if any, furnished by the MERCHANT or any other person from time to time in connection with the Merchant Account.
- x) **"DFS"** refer to Discover Financial Services
- y) **"UPI"**- means, unless otherwise specified, UnionPay International, a card scheme
- z) **"Diners Club"** means a card scheme of Diners Club International
- aa) **"JCB"** means a card scheme of JCB Co Limited
- bb) **Remitter"** means any person holding a bank account and who desires to pay money to the Merchant for purchase of goods or services using BQR Services
- cc) **SMS Invoicing"** currently also called "SMSPay" is an option available to certain merchants on their POS machines. Once this option is selected merchant will be asked to enter cardholding customer's mobile number and amount of transaction, but not the Card details on the POS. Once the details are entered customer will receive URL for making payment via SMS. Customer will complete the payment in a secured manner through authentication of their card via Internet Payment Gateway (IPG) page opened through the link, on their own mobile device. Once payment is completed the charge slip will be generated from POS machine and Merchant can deliver goods or services
- dd) **"Services"** means all merchant processing services that enables a business to accept a transaction payment through a secure channel using the customer's credit or debit Card.
- ee) **"Service Provider"** means any company which is appointed by YES Bank to act on behalf of the Bank to provide Services as described in this terms & conditions
- ff) **"Merchant's Account"** means an account that allows businesses to accept payments in multiple ways
- gg) **"POS linked Account"** means a current account linked to acceptance of transactions via the merchant's POS machine.
- aa) **"Valid Card"** means a Card:
- (i) permitted by the Bank for the Transaction;
  - (ii) bearing the Card Organisation's logo, the name and hologram of the Issuer and such other details as may be stipulated by the Bank from time to time;
  - (iii) which is not expired; or one , which despite the expiration date embossed/ printed on the Card is still deemed to be valid and active by the Issuer bank.
  - (iv) bearing the Card Holder's signature on its reverse side;

- (v) not mutilated or altered; and
- (vi) conforms to RBI's and / or Issuer's guidelines/advisories/circulars issued and amended from time to time.

**2. The MERCHANT here agrees and confirms to ensure the following, enabling the Bank to provide the Services:-**

- a) To conduct its Business on the Premises which is indicated to the bank as the installation address in the application form wherein EDC terminal and other equipments are installed.
- b) To hold all the valid and subsisting licenses, permits and consents required for the conduct and operation of the Business.
- c) The materials and services to be delivered or rendered by the Merchant shall be of the kind, quality and timeliness designated as per the quality and schedule standards and shall meet specifications as well as manners as per the best applicable Industry practice.
- d) It shall not deal into goods or services which are apart of "Restricted Categories" as mentioned on www. Yesbank.in as amended from time to time.
- e) That 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 or its officers, directors, employees or agent
- f) That , when requested by a Card Holder, facilitate a Transaction via the Equipment and in accordance with the terms and conditions including the procedure stated as may be amended by the Bank from time to time in writing
- g) To enter into Transactions only in relations to goods sold or services provided by the Merchant to the Card Holder.
- h) Not to enter into a third party transaction or dispense cash by processing a Transaction except cash @ POS transaction permitted by Reserve Bank of India and Card Scheme.
- i) That he/they/it shall own, and not dispute for any reason whatsoever, transactions effected via the Equipment installed at their Premises.
- j) That the sale of goods and services under the transaction shall be transactions between the MERCHANT and the Card Holder without the Bank being a party thereto.
- k) To keep the Bank informed of the claims it receives in relation to transactions or any other matter in connection with this Terms & conditions providing details as may be required by the Bank and shall not dispute, compromise or otherwise deal with the same without the consent in writing of the Bank and acknowledges that the Bank undertakes to provide helpdesk support to the MERCHANT for settlement of claims if any, however the Bank shall not be under any obligation to provide any assistance to it in connection with any such claim. Bank shall provide dispute resolution and other related activities including Chargeback, representment, pre-compliance, compliance, pre-arbitration and arbitration etc. to

MERCHANT, for which the Merchant must provide adequate & timely support to the Bank and/ or their Service Provider in terms of documentation and other details pertaining to the transaction/s.

- l) To maintain a minimum balance as agreed in writing with the Bank in its current account with the Bank.
- m) To pay applicable rentals, transaction processing fees, merchant service fees and / or minimum balance charges as per Annexure 1 mentioned in the Application Form and as amended by the Bank from time to time and displayed on its website or branches.
- n) To inform the Bank of any change in its constitution/composition/ownership and commercial activity.
- o) Not to swipe his own , or a family member's / friend's Card (in the event, the MERCHANT is a partnership or a proprietary concern and a partner(s)/ the proprietor is in his individual capacity a Card Holder, such partner/ proprietor shall not use his Card for the purchase of goods from the MERCHANT. Such Transaction shall not constitute valid charges and the Bank shall not be liable for payment of such Transaction).
- p) Not to carry out any transactions related to purchase, sale etc. of shares or other securities on the POS provided by the Bank

**3. The MERCHANT hereby agrees and confirms to follow the below mentioned procedure at the time of Transaction Handling:-**

(A) The MERCHANT shall for ascertaining the primary verification of the Card:

- (i) ensure that the Card is a Valid Card;
- (ii) identify, in case of photo Card, the person desirous of Transaction with the photograph on it;
- (iii) ensure that the signature panel strip on the reverse of the Card is unaltered;
- (iv) ensure that all the inherent card personalization & security features of the Card are checked & validated with the most current and applicable norms as advised by the Bank from time to time and
- (v) to obtain photocopy of the passport with Visa of the cardholder in-case of the transaction conducted on an international credit/debit Card and where the transaction amount exceeds Rs.10, 000/- (verify pre-photocopied copy of the passport with the original passport).

(B) The MERCHANT after completion of the primary verification as above, and when the Equipment provided is an EDC machine / terminal shall:-

- (i) dip the Card in the Equipment - if it is an EMV chip based card
- (ii) swipe the card on the Equipment if it is a magnetic-stripe Card or if prompted by the POS machine despite the Merchant having correctly and properly having dipped a chip card first,  
and enter Transaction details as requested (and also allow the Card Holder to enter their personal identification number, if so required, providing the Card Holder sufficient privacy to do so) so as to obtain Authorisation and generate a Chargeslip.

The MERCHANT shall obtain , the Card Holder's signature on the Chargeslip and verify so as to match the same with that on the signature panel strip on the reverse of the Valid Card for all the transactions where chargeslip prompts for signature

- (C) The MERCHANT shall verify the number embossed or printed on the Valid Card with the Valid Card number appearing on the Chargeslip so as to ensure that both are the same.
- (D) The MERCHANT shall not entertain a Transaction in case of being unsure of any of the foregoing or when in doubt that the person requesting Transaction is not the Card Holder. In such cases the MERCHANT shall forthwith inform the incident to the Bank for seeking further instructions.
- (E) The MERCHANT shall provide to the Card Holder the copy of the Chargeslip marked as Card Holder's copy.
- (F) The MERCHANT shall obtain additional Authorization for Transactions in excess of floor limits as may be stipulated by the Bank from time to time in writing (as per the directions of RBI) or when the MERCHANT has reason to believe that the Card may be stolen or counterfeit or invalid or in any other suspicious circumstances. The floor limit for all transactions is ZERO rupees, which means every transaction needs to be authorized on the POS machine. The Merchant must undertake to ensure ONLINE approval for all transactions, including for "Pre-Auth" sale transactions to be settled in Card-based Online settlements. The Bank would not pay the Merchant for any Invoice-based (offline) or Forced settlements not performed by the Merchant in "Online" mode
- (G) The MERCHANT shall in the event of a Card being shown as stolen/capture/pick up by the Issuer, use all peaceful means to retain such Card and shall forthwith intimate about such retention to the Bank and deliver the Card to the Bank at the earliest. In case peaceful attempts by the MERCHANT to retain the Card fail, the MERCHANT shall forthwith inform the incident to the Bank within 2 hours from the time of occurrence of such incidence for seeking further instructions.
- (H) The Merchant expressly agrees that whenever the Cardholder presents a contactless Card, and wishes to perform a contactless transaction, and provided that the POS machine is enabled to process such transactions, then in order for the Cardholder to have reasonable control on the transaction environment, the Merchant will allow the Cardholder to tap the Card at the terminal themselves without insisting that the Cardholder hand over the Card to the Merchant. The Cardholder may be prompted for a PIN by the POS machine depending on the value of the transaction. The Merchant would allow reasonable privacy to the Cardholder for them to enter their Personal Identification Number (PIN ) securely;.
- (I) The MERCHANT agrees and confirms to
  - a) enter into Transactions only in Indian Rupees unless otherwise permitted by the Bank in writing and with informed consent & choice of the Cardholder in case of Dynamic Currency Conversion transactions wherever permitted.
  - 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) 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;
- 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) MERCHANT has supplied good(s) or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favorable than the same price and terms at and on which such goods or services are supplied by MERCHANT for cash or any other mode of payment (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods or services are not unlawful or prohibited;
- f) The MERCHANT will be solely responsible and accountable for reasonable and prudent care in handling the Equipment, storing the paper rolls and Charge slips;
- g) It is the sole discretion of the Bank to install or remove the EDC machine/terminal or/and other Equipments from the Premises and on the exercise of discretion by the Bank, MERCHANT shall return the EDC machine/terminal or/and other Equipments to the Bank as the case may be in working condition;
- h) MERCHANT will be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to [mail order] transactions (Card not present environment) and shall furnish these documentations to Bank, whenever required by Bank.
- i) The Merchant would not allow other shops/ business entities to use their POS machine/s nor transactions acceptance facilities. Aggregation or third-party transaction processing is not allowed.

**4. The MERCHANT hereby agrees and confirms to follow the below process while executing all its transactions:-**

**(A) Equipment and its Operations**

The MERCHANT hereby agrees and confirms to:

- a) ensure that the Equipment is maintained in good condition and used only in the manner and for the purposes as provided in these Terms and conditions;
- b) pay the Bank all expenses that may be incurred by the Bank for the repairs, maintenance and/or replacement of the Equipment which has got damaged as a result of the improper handling by the MERCHANT;
- c) bear the costs, charges and expenses for electrical power or telephone lines in connection with the Equipment;
- d) ensure the availability of MERCHANT's staff trained to operate the Equipment at all times during Business hours;

- e) report promptly to the Bank a fault or suspected fault in the operation of the Equipment;
- f) provide all reasonable assistance to the Bank for the prevention and detection of fraud in respect of usage of the Equipment;
- g) keep confidential the information received from the Bank in connection with the Equipment and not disclose it to any person other than its staff member(s) connected with the operation of the Equipment for effecting payments through it;
- h) not to remove the Equipment from the place where they are originally deployed by the Bank.

(g) to retain copy of the Deinstallation data sheet provided by the Bank's Service Provider (while deinstallation of the EDC terminal), for a period of 3 (Three) years from the date of deinstallation of the EDC Terminal.

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#### **(B) Valid Card Acceptance**

The MERCHANT agrees and confirms to:

- a) Honour a Valid Card issued by Visa/MasterCard/Maestro/Rupay/American Express/JCB/Diners Club/ Discover, UnionPay International or any other supported Card Scheme , which is enabled on the POS Terminal installed at the Merchant establishment, 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 , any other payment method or any other Card brand
- c) not levy any service charges, surcharge , Convenience Charge on the Card Holder for the use of the Card, except where expressly permitted as per the instructions/circulars/advisories issued by the Bank or the Regulator.
- 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 or the Regulator.
- e) comply with all the applicable laws prevailing or as amended from time to time during the subsistence of relationship
- f) Not engaging in activities that harm Scheme/Bank reputation/business or indicate that they prefer, directly or indirectly, any other payment product over the Card
- g) not to dissuade cardholder from using the Card.
- h) not to criticize or mischaracterize the Card or any of the Card scheme or program
- i) not try to persuade or prompt cardholder to use any other payment products or any other method payment (e.g. payment by cheque); or
- j) not try to impose any restriction, condition, or disadvantage when the Card is accepted that are not imposed equally on all other payment products (except where expressly permitted under the applicable law)

### **(C) Refunds**

The MERCHANT agrees and confirms, that in the event any goods/services are not received by a Card Holder or are rejected pursuant to non-compliance by the MERCHANT or pursuant to any terms of contract between the MERCHANT 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 or the price is lawfully disputed by the Card Holder or the price adjustment is disputed by the MERCHANT, shall:

- a) not make any cash refunds or bank transfer or other form of remittance to the Card Holder;
- b) Process such refunds specifically and exclusively to the same card on which the preceding "sale" transaction had taken place
- c) make all refunds to the Card Holder through the Bank as per the process communicated by the Bank;

forthwith make payment of the amounts to be refunded to the Bank for onward credit to the Card Holder, failing which Bank reserves right to adjust all such amounts from the amount payable by it to MERCHANT or provide for such other procedure for refund in writing, as the Bank may deem fit from time to time.

### **(D) Card holder handling**

The MERCHANT agrees and confirms to:

- a) deliver to the Card Holder a true and completed copy of the Chargeslip;
- b) if a Card is left behind by the Card Holder on the Premises:
  - return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence of identification; or
  - Hand it over to the Bank, within 3 (three) working days, in absence of such request and evidence.
- c) Where applicable, process a Dynamic Currency Conversion transaction in the Cardholder's preferred transaction currency, only after seeking informed consent of the Cardholder and the same must be evidenced in the charge-slip by ticking the selected currency, before obtaining the Cardholder's signature thereon.
- d) The Merchant must issue a firm receipt/ invoice to the Cardholder on their headed stationery for each transaction carried out on their POS Terminals using a Valid Card by the Cardholder . The invoice must be signed by the Cardholder affirming timely receipt of adequate & merchantable goods/ services as described.

## **(E) Chargeback**

- I. The Merchant hereby agrees and confirms to accept responsibility of the Transaction which was accepted or paid by the Bank and further agrees to make payment to the Bank's without any demur or protest upon receipt of charge back request related to the below Transaction:
  - a) Transactions which are not in conformity with the provisions of these terms and conditions
  - b) Transactions using a Card being shown as stolen/captured/pickup as a authorization response;
  - c) Transactions beyond the validity date shown on the Card;
  - d) Transactions where the Card is altered or mutilated or the Card face or signature panel strip is not normal;
  - e) Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
  - f) Transactions incurred outside the territory authorised for use of the Card;
  - g) Transactions where the signature of the Card Holder on the Chargeslip is not the same as that on the Card;
  - h) Transactions incurred by forgery of the Card Holder's signature on the Chargeslip;
  - i) Transactions where the Chargeslip is incomplete or illegible as to the name of the Card Holder or other details or does not bear the proper signature of the Card Holder or is otherwise irregular;
  - j) Transactions received by the Bank after 4 days of its date appearing on the Chargeslip;
  - k) Transactions which were previously billed by MERCHANT directly to the Card Holder;
  - l) Transactions in excess of the floor limit not separately Authorised;
  - m) any charge for merchandise or service sold or provided to the Card Holder at a price which is in excess of the advertised price or in excess of the price charged to the general public for the goods or service;
  - n) Transactions for undelivered merchandise or service;
  - o) Transactions which the Card Holder refuses to pay because the merchandise or service were not as promised or were defective;
  - p) Transactions where the Card Holder asserts a claim for set-off or counter claim against the MERCHANT or disputes his liability for any reason whatsoever;
  - q) Transactions where the Transaction is split by the MERCHANT in more than one Transactions with a view to circumvent the approval parameters of the Issuer;
  - r) Transactions in respect of which a Card Holder's complaint or request for an adjustment has not been resolved; and
  - s) Transactions which are transacted, recorded or submitted otherwise than in accordance with these terms and conditions.
  
- II. The Merchant hereby agrees and confirms that ,in the event Chargeback is being raised on the above Transactions or the Bank is entitled to recover from the MERCHANT of any amount under these terms and conditions , the Bank reserve rights to recover such amount through any one or more of the following methods:

- a) deduction of the relevant amount or any part thereof from any account whatsoever of MERCHANT 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 due and payable to MERCHANT;
  - c) billing MERCHANT for the relevant bill/ amount or any part thereof and MERCHANT agreeing to pay the amount of the bill forthwith upon receipt of the same without any demur or protest;
- III. The Merchant hereby agrees and confirms that for Chargeback related to transactions done through International Cards, the Bank is entitled to recover from the MERCHANT an amount in INR which is equivalent to Transaction amount as per the home currency of the Cardholder + the conversion charges as applicable on the date of processing the Chargeback.

## 5. Indemnity

- a) The MERCHANT hereby agrees to indemnify and hold the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Services or due to any negligence/mistake/misconduct on by the MERCHANT or by reason of the Bank in good faith taking or refusing to take action on any instruction given by the MERCHANT or breach or non-compliance by the MERCHANT of any of the Terms and Conditions relating to the Services including but not limited to the following :-
  - any Transaction or any other matter relating to these terms and conditions.;
  - failure by the MERCHANT (or any of MERCHANT's officers, employee or agent) to comply with the provision of this terms and conditions including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of these terms and conditions;
  - the breach of contract or duty by the MERCHANT (or any of the MERCHANT officers, employee or agent) to a Card Holder or any third party;
  - the misuse of the Equipment including unauthorized access, shifting, hacking, cracking etc.;
  - any of the MERCHANT's statements being or becoming false or untrue; and
  - any claim from any statutory authority or Card Holder.
  - any claim, penalties, fines, assessments, levies etc. from any Card organizations/schemes.
  - for any reason whatsoever,
- b) MERCHANT further agrees and confirms that this indemnity shall remain valid

and subsisting and binding upon the MERCHANT notwithstanding withdrawal of Services.

- c) MERCHANT hereby agrees and confirms to forthwith make payment of the amount as demanded by the Bank for the reasons as mentioned in the above clause, failing which the Bank shall reserve right to adjust the amounts so determined to be due from the MERCHANT against the future payments due from the Bank to the MERCHANT.
- d) MERCHANT agrees and confirms that in no event shall the Bank be liable to the MERCHANT for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided.

## 6. Confidentiality: -

The MERCHANT agrees and undertakes: -

- a) He/they/ it 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. ("**Confidential Information**") to a third party unless such disclosure is compelled by applicable law.
- b) keep all Confidential Information and other materials passing from the Bank, and the Card Holder to the MERCHANT confidential and shall not, without the prior written consent of the Bank, and the Card Holder, divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes as mentioned in these terms and conditions.
- c) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to protect against any unauthorised disclosure thereof, and agrees to store, handle , transmit or process all card information strictly in conformance with the Payment Card Industry Data Security Standards (PCIDSS) norms as applicable and amended from time to time.
- d) promptly inform the Bank of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Bank, to retrieve and protect the said Confidential Information;
- e) ensure that the employees and/or representatives of the MERCHANT who are given access to the Confidential Information shall at all times be bound by and comply with legally valid and written non-disclosure obligations under their employment contracts;
- f) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorised manner to the exclusion of the Bank.

7. The MERCHANT hereby agrees and confirm that the Bank reserves the right to amend the terms and conditions (or any procedures thereunder) 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 upon notification to the MERCHANT by ordinary post /Courier/Email and if the MERCHANT is unwilling to accept any such variation or amendment or introduction, the MERCHANT 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.
8. The MERCHANT agrees and confirms that the Bank shall pay the Transaction Amount towards Authorised Transactions complete in all respects, pay to the MERCHANT by crediting by crediting the POS Linked Account of ME (as per Bank's record) , The MERCHANT hereby further agrees that Transactions Amount paid by the Bank to the MERCHANT shall be net of (i) the MERCHANT Commission and taxes as applicable, computed at the rate as stated in the Annexure 1, of the Transaction Amount and (ii) any other amounts due by the MERCHANT to the Bank.
9. The MERCHANT hereby agrees that all Transaction needs to be settled not later than 3 calendar days from the date of Transaction else an additional charge of 50 basis points over and above the agreed merchant discount rate which shall be levied and recoverable by the Bank from the MERCHANT. All Transactions settled beyond 3 calendar days from the date of the transaction may consequent to a late presentment charge back for which the Bank does not have a representment right and the amount will be recovered permanently.
- (a) Subject to the terms and conditions, the Bank shall pay the MERCHANT Settlement Amount for each transaction processed by the MERCHANT pursuant to this terms and conditions. In the event the transactions are not settled by the MERCHANT within 30 calendar days from the date of the transactions, the Bank shall mark 'hold' on the fund in the MERCHANT's Account for a period of 180 days from the date of settlement. For avoidance of doubts, the Bank shall not be liable to pay any interest on the marking of 'hold' on funds as aforesaid, and the provisions of charge-back shall be applicable against such funds as per these terms and conditions.
10. The MERCHANT agrees and understands that no amount on a Transaction shall be payable by the Bank to the MERCHANT unless the Bank has received a receipt of that Transaction i.e.:
- (a) in case of Transactions via EDC machine / terminals, the MERCHANT has used "settlement function" on the EDC machine / terminals and follows such further procedure as may be stipulated by the Bank from time to time;
- (b) in case of manually processed Transactions, the MERCHANT has made a physical presentment of the Bank's copy of Chargeslip to the Bank at the designated branch of the Bank.
11. (i) The MERCHANT agrees and confirms that the Bank shall endeavor to make payments of Transaction Amounts when due to the MERCHANT on Transactions within seven business days after receipt of the Transactions by the Bank, unless these terms and conditions are 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 one hundred eighty

business days after receipt of the Transactions by the Bank.

ii) The Merchant hereby agrees and confirms to \*report to the Bank discrepancy(ies), if any in the Charges levied / amount settled by the Bank related to any Transaction(s), within \_\_\_\_ days from the date of such Transaction or within \_\_\_months from the end of financial year whichever is earlier, failing which the Bank may at its sole and absolute discretion, refuse/ reject such discrepancies without assigning any reason for the same. The Merchant hereby further agrees and confirm that, if any discrepancy(ies) is either not reported or the reported discrepancy(ies) is refused by the Bank as the same was reported after expiry of the timelines mentioned in this clause, then the Merchant shall not hold the Bank liable to pay such an amount and waives all his/her/its right to recover such amount from the Bank.

\*For the sake of clarity, reporting of discrepancy(ies) by the Merchant shall not be construed as acceptance of the same by the Bank. Any discrepancy(ies) received within the timelines mentioned herein shall be examined by the Bank as per the applicable process and conditions mentioned in these terms and condition .

12. The MERCHANT agrees and confirms that in case of any refund claimed by the Bank exceeds the amount due to MERCHANT, the Bank reserves the right to debit the amount by which the refund exceeds from the MERCHANT's Account with the Bank.
13. the MERCHANT hereby agrees and confirm that the payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the MERCHANT and shall not constitute any admission by the Bank as to the performance by the MERCHANT of its obligations under these terms and condition and the amount payable to the MERCHANT.
14. The MERCHANT hereby agrees and confirms that the Bank reserves right to set-off and deduct from the amounts payable to MERCHANT / amount lying in MERCHANT Account with:
  - (a) the amount of refund due to any Card Holder in accordance with the procedure for refund set out under these terms and conditions ;
  - (b) overpayment made by the Bank due to errors or otherwise; and
  - (c) any other sum due from or payable by the MERCHANT to the Bank including without limitation on any Chargebacks 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 Equipment upon termination or any other circumstances, MERCHANT fails to return the Equipment to the Bank.
  - (f) Any rentals relates to the Equipment payable by the MERCHANT.
  - (g) In case, the Merchant returns any EDC / POS Terminal or the Terms & condition is terminated before expiry of 24 months from the date of its installation/ activation , the Merchant shall be liable to pay applicable rentals for the balance period ( i.e. from date of return till expiry of 24 months) on such terminals."

15. The MERCHANT hereby agrees and confirms that if the Bank suspects that the MERCHANT has committed a breach of these terms and condition or has acted dishonestly or fraud has been committed against the Bank or any Card Holder or third party, or the MERCHANT has in connivance with any other person done the same or assisted in the same, the Bank shall be entitled to suspend all payments to the MERCHANT, pending enquiries by the Bank.
16. The MERCHANT hereby agrees and confirms that where the Bank has reason to believe that any Transaction is fraudulently incurred, the Bank shall be entitled to withhold payment in respect thereof.
17. The MERCHANT hereby agrees and confirms that the Bank shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to the MERCHANT or if payment has been made to the MERCHANT, to debit the MERCHANT's Account or to seek immediate reimbursement from the MERCHANT towards the amounts paid, notwithstanding any Authorization given by the Bank to the MERCHANT if:
  - (a) any Transaction entered into by MERCHANT is reported as fraudulent, unlawful or unenforceable;
  - (b) information provided by the MERCHANT to the Bank in respect of the Transaction is not received in accordance with the Bank's requirements;
  - (c) a Chargeslip is generated outside the Premises;
  - (d) the price charged for goods or services to the Card Holder is in excess of the advertised price;
  - (e) 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 fails to provide all or part of goods or services to the Card Holder's satisfaction, to the Card Holder:
  - (f) the Card Holder disputes the nature, quality or quantity of the goods and/or services covered by the Transaction;
  - (g) 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;
  - (h) the Transaction appears more than once to Card Holder's account;
  - (i) the Transaction is doubtful or erroneously paid to the MERCHANT; and
  - (j) any other event or circumstance which the Bank shall from time to time notify to the MERCHANT in writing shall have occurred.
  - (k) Transaction amount for any transaction which in Bank's view is suspicious and requires investigation will be HELD by the Bank for a period till completion of the investigation in favour of the Merchant or till expiry of the Chargeback period for the respective transaction whichever is earlier.
18. The MERCHANT agrees that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time without notice to the MERCHANT

combine or consolidate all or any of the MERCHANT'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'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.

The MERCHANT agrees and confirms that they shall not assign to any third party any payments due to it's under this terms and condition, and all indebtedness arising from charges will be for bonafide sales of goods or services (or both) at its establishment and free of any liens, claims and encumbrances other than ordinary sales taxes;

## **19. Audit and Inspection**

The Merchant hereby understand and agrees

A) that Card Organization/ its Representatives and or Bank reserves right to conduct on-site or remote inspection of Merchant for the purpose of evaluating merchant performance, placement of POP materials and compliance with the terms of manuals (e.g. mystery shopping , customer research or focus group, and suppression monitoring) ("inspection")

B) that their data related to use of Cards and other information may be shared with relevant Card Organization/ its Representatives and employees as appropriate, and permits the Bank to assign to relevant Card Organization or its designee the rights and obligation to accept cards.

## **20. TERMINATION**

- (A) The MERCHANT understands and confirms that the Bank reserves the right to terminate the Services for all or any specific Card Organization after giving the MERCHANT the required notice of 30 days, for any reason whatsoever. However, in circumstances including but not limited to improper conduct of POS linked account, breach of terms & conditions etc., Bank reserves the right to terminate the Services without giving any notice.
- (B) The MERCHANT understands and confirms that Bank may at any time without any notice and at its sole discretion freeze the POS linked Account, deactivate the terminal under circumstances which are not normal including improper conduct of accounts and on the request of regulatory/Risk/ statutory/police authorities.
- (C) The MERCHANT understands and acknowledges that in case of any suspected or proven act of dishonesty, lapse or direct/indirect fraud on part of the Merchant that causes an unacceptable level of exposure to the Bank, then the Bank reserves right to forthwith terminate the Services and such termination will be qualified as termination for a cause and in such event the Bank reserves the right to submit details of Merchant to Card Schemes for adding the same in negative list. The Merchant agrees that they will not have any recourse against this action taken in good faith by the Bank
- (D) The MERCHANT confirms that the Bank shall not be liable for any consequences arising out of termination of the Services.

- (E) The MERCHANT agrees and understands that Bank reserves right to terminate all the Services or Services of specific Equipment forthwith by serving on the MERCHANT a notice of termination in writing, without there being a necessity to give a prior notice thereof to the MERCHANT upon happening of any of the following:
- (i) if any of the MERCHANT's statements/conformations herein contained are found to be incorrect or untrue;
  - (ii) if the MERCHANT breaches any of the terms and conditions or procedures contained herein;
  - (iii) if the MERCHANT becomes bankrupt or insolvent or likely to be so in the sole discretion of the Bank;
  - (iv) if the MERCHANT 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 merchant account for more than 60 days ;
  - (vi) if there are no transactions done on any specific Equipment for continuous period of 60 days;
  - (vii) ) if none of the Equipment is used for carrying out transaction for a continuous period of 60 days;
  - (viii) Relationship is not in the best interest of relevant Card Organization/ the Bank due to higher number of chargebacks/ reversals due to incidence of Fraud at the end of the Merchant;
  - (ix) High chargeback to sales ratio;
  - (x) Non-compliance or breach of any regulation;
  - (xi) Material breach or default in goods and services;
  - (xii) unequal treatment of Cardholders which is in contravention to the guidelines of the respective Card Organization;
  - (xiii) if merchant falls in negative list of the regulator/ authority / entities as provided by the respective Card Organization / the Bank;
  - (xiv) in case merchant allows and accepts Card for any prohibited use as specified by the Card Organization / Regulator / the Bank;
  - (xv) merchant owes debt/payments to the Card Organization;
  - (xvi) if at any point of time it is identified by the Bank that Merchant Account linked to POS relationship is closed or there is any restriction in the Merchant Account for whatsoever reason.
  - (xvii) unequal treatment of Cardholders which is in contravention to the guidelines of the respective Card Organization
  - (xviii) if merchant falls in negative list of the regulator/ authority / entities as provided by the respective Card Organization / the Bank .
  - (xix) in case merchant allows and accepts Card for any prohibited use as specified by the Card Organization / Regulator / the Bank.
  - (xx) merchant owes debt/payments to the Card Organization.
  - (xxi) if at any point of time it is identified by the Bank that Merchant Account linked to POS relationship is closed or there is any restriction in the Merchant Account for whatsoever reason"
- (F) In the event the Bank terminates the Services, the MERCHANT shall disclose all completed Transactions to the Bank and 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.
- (G) Termination of Services 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.

The Bank may in its discretion suspend the authority of the MERCHANT to enter into a Transaction after termination of Services.

**21. WAIVER**

The MERCHANT acknowledges and understands that Bank's failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time, nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver.

**22. SEVERABILITY**

The MERCHANT understands and acknowledges that each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

**23. JURISDICTION**

The MERCHANT agrees to the exclusive jurisdiction of Laws of India and courts of Mumbai resolving any dispute that arises out of these terms and conditions.

**24. FORCE MAJEURE**

If at any time the performance in whole or in part of either Party's obligation under these 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 these 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 these terms and conditions are 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 these terms and conditions is or such part thereof as can be served therefore without affecting the performance of the remaining portion.

**25. PUBLICITY**

The MERCHANT hereby declares that:

- a) MERCHANT 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.
- b) The MERCHANT expressly agrees for the (a) inclusion of the MERCHANT's name in any directory or promotional material produced in connection with the Cards and to prominently display and maintain the Bank's Promotional Material as

supplied by the Bank from time to time and (b) display of VISA, MasterCard, RUPAY ,Diners Club, UnionPay International, DFS , and AMEX logos on the Premises publicizing the acceptance of VISA, MasterCard, RUPAY and DFS, AMEX any other Card Organization as applicable.

## Schedule of Charges<sup>^</sup> (W.E.F. 01.04.2021)

^Schedule of Charges		
Service Charges	Rs. 99/ per terminal per month	
Annual Maintenance Charges (AMC)	Rs. 499/ per terminal	
Terminal replacement to new / upgrade	Once time replacement charge Rs. 1000/- per TID	
Duplicate backdated statement of international transaction charges	Rs. 200/- per merchant MID per month	
Lost EDC / Damaged Terminal Charges (Per Terminal)	PSTN (Dial)	Rs. 9,500/-
	GPRS (Wireless)	Rs. 15,000/-
	MPOS	Rs. 4,000/-
	Mini GPRS	Rs. 7,000/-
	Android POS	Rs. 18,000/-
^Low Usage Charges per terminal per month (₹)		
Monthly Volume per terminal	For Merchants on nil rental plan	For Merchants on all other rental plans
Vol. equal or less than ₹1000 per month	999	499
Vol. > ₹1000 to ₹25000 per month	499	249
Vol. > ₹25000 to ₹100000 per month	199	0

<sup>^</sup>Taxes additional at prevalent rates

Note: Low usage Charges applicable effective Mar'21

### **List of Restricted Categories for Merchants :**

The Merchant hereby expressly agrees not to directly or indirectly deal in the following product/s or service/s at any time during the tenure of this Agreement. Without prejudice whatsoever to the Bank's other rights & privileges, the Merchant binds himself unequivocally to be solely liable for including but not limited to any legal actions and suits, and to make good to the Bank immediately upon demand damages suffered by the Bank directly or owing to claims by any third party, levy of assessment fees or fines, penal actions taken by MasterCard/Visa , the Reserve Bank of India and any other statutory or competent authorities for any breach of any terms of this Agreement, including the dealing in the following :

- 1) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services. Apparatus such as personal massagers/vibrators and sex toys and enhancements.
- 2) Alcohol , which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne except when registered for appropriate programs of card schemes & for card present POS transactions
- 3) Body parts, which includes organs or other body parts – live, cultured/preserved or from cadaver.
- 4) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (spam)
- 5) Cable TV descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free
- 6) Child pornography in any form.
- 7) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection
- 8) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials
- 9) Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software
- 10) Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods
- 11) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs including but not limited to salvia and magic mushrooms
- 12) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items
- 13) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction
- 14) Gaming/ gambling which includes lottery tickets, sports bets, memberships/ enrollment in online gambling sites, and related content
- 15) Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles
- 16) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
- 17) Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts
- 18) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes

- 19) Offensive goods which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred.
- 20) Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals
- 21) Prescription drugs (except when registered for appropriate programs of card schemes & card present POS transactions) or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a recognized and licensed medical practitioner in India or anywhere else.
- 22) Pyrotechnic devices and hazardous materials which includes fireworks (except when registered for appropriate programs of card schemes & card present POS transactions) and related goods; toxic, flammable, and radioactive materials and substances
- 23) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications
- 24) Securities, which includes stocks, bonds, mutual funds or related financial products or investments.
- 25) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products - except when registered for appropriate programs of card schemes & for card present POS transactions
- 26) Traffic devices, which includes radar detectors/ jammers, license plate covers, traffic signal changers, and related products
- 27) Weapons, which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments
- 28) Wholesale currency, which includes discounted currencies or currency, exchanges
- 29) Live animals or hides/skins/teeth, nails and other parts etc of animals.
- 30) Multi-Level Marketing schemes or Pyramid / Matrix sites or websites using a matrix scheme approach
- 31) Any intangible goods or services or aggregation/consolidation business.
- 32) Work-at-home information
- 33) Drop-shipped merchandise
- 34) Web-based telephony/ SMS/Text/Facsimile services or Calling Cards. Bandwidth or Data transfer/ allied services. Voice process /knowledge process services.
- 34) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, both local and international including the laws of India.
- 35) Crypto-currencies or ancillary products
- 36) Quasi -Cash Products such as iTunes Gift Certificates, Google Play Gift Card, Amazon Gift Certificate & the like or any virtual currencies and Digital wallet Operators
- 37) Remote Computer repair/maintenance services, virus removal etc.
- 38) Online Digital Locker services/ encryption based digital storage & retrieval services
- 39) Online Medical Advice & medicines dispensation services