



## **PayU Verified Badge - Customer Ts&Cs & Disclaimers**

1. The PayU Verified Badge, as provided by PayU is only indicative of satisfactory performance of a merchant on certain specific parameters as listed below, with respect to merchant's conduct & performance noticed in relation to previous payment transactions processed using PayU payment aggregation services availed by the Merchant for Merchant's website/mobile application ("**Merchant Site**"). This badge is granted only to the Merchants' availing PayU online payment aggregation services to process payment transactions on Merchant Site based on certain performance parameters established by PayU.
2. For the purposes of these terms and conditions, the "**PayU Verified Badge**" shall only mean and include the track record of the Merchant as available with PayU in relation to previous payment transactions processed using PayU payment aggregation services and indicates merchant's performance observed with respect to parameters listed below.
3. Merchant Verified Badge is a limited representation of the following as on the date of a transaction made on Merchant Site and the past performance of the Merchant while utilizing PayU payment aggregation services. However, the Customer acknowledges that the past performance of the Merchant is not necessarily indicative of future performance of the Merchant. The Customer is requested to independently review the Merchant before initiating any payment transaction.
  - (a) **Verified KYC Merchant:** PayU has conducted KYC verification of the Merchant. The Customer should however, do an independent verification of the same and should not rely solely PayU Verified Badge.
  - (b) **Industry Standard Security :** PayU has conducted a limited review of the security standards deployed by the Merchant which appear to PayU to be in line with prevalent industry practices. The Customer should however, do an independent verification of the same and should not rely solely PayU Verified Badge to assume that the Merchant security practices are up to date or in line with industry practices;
  - (c) **Relationship Vintage:** The Merchant has reasonable vintage of the Merchant's business and servicing of the customers while utilizing PayU's online payment aggregation services for accepting payments from its customers good track record The Customer should however, do an independent verification of the same and should not rely solely PayU Verified Badge to assume the genuineness of the Merchant;
  - (d) **Low Chargeback and Return to Sales Ratio:** The Merchant has maintained a healthy chargeback to sale ratio & dispute to sale ratio while utilizing PayU's payment aggregation services. The Customer should however, do an independent verification of the same and should not rely solely PayU Verified Badge to assume the genuineness of the Merchant.
4. The Customer should note that the provision of PayU Verified Badge to a Merchant is based only on the above parameters listed in these terms and conditions, and does not constitute an endorsement, warranty or guarantee by PayU, express or implied, of the following with respect to the Merchant, Merchant Site or products or services sold on the Merchant Site, all of which are hereby expressly



disclaimed and Customer has acknowledged and understood these disclaimers and have chosen to carry out purchase transaction on Merchant Site and has expressly waived all its rights against PayU in relation to raising of any dispute or liability or claims against PayU in relation to the same:

- (a) **Quality of product or services:** No endorsement, warranty or guarantee by PayU, about the quality of products or services sold on Merchant Site. Product or service' superiority over any competitors offering same or similar product or services as listed on Merchant Site;
  - (b) **Genuineness & Merchantability:** No endorsement, warranty or guarantee by PayU with respect to genuineness of product or service or its merchantability or any particular usability of the products or services sold on the Merchant Site;
  - (c) **Pricing:** No endorsement, warranty or guarantee by PayU with respect to correct pricing of the products or services listed on the Merchant Site or any confirmation with respect to correctness or genuine estimate of product pricing. The customers are advised to conduct independent diligence and research before making any purchase decisions;
  - (d) **Product Listing/Catalogue, Content, Policies & User Terms & Conditions of Merchant Site:** No endorsement, warranty or guarantee by PayU with respect to Product Listing/Catalogue, Content, Policies & User Terms & Conditions of Merchant Site;
  - (e) **Delivery:** No endorsement, warranty or guarantee by PayU with respect to timely delivery of the product or services within a prescribed timeline or within the timeline indicated while carrying out the purchase transaction or delivery of the correct product or services by the Merchants. It is clarified that PayU has no participation or control with respect to delivery & logistics operations of the merchant.;
  - (f) **Chargeback & Dispute Guarantee:** No endorsement, warranty or guarantee by PayU in relation to settlement of chargeback or disputes raised against the Merchant in favour of the Customer and usual process of the chargeback & disputes as per the relevant card schemes will be followed. No endorsement, warranty or guarantee by PayU with respect to PayU's role in resolution of any dispute arising between the customer and the merchant
  - (g) **Unlawful & Restricted Offering:** No endorsement, warranty or guarantee by PayU of merchants' involvement in issues related to transactions involving illegal, offensive, immoral or restricted products or which by any means violates any applicable law.
5. The Customer hereby acknowledges that PayU, its subsidiaries, affiliates, directors, officers, employees, consultants, representatives, agents and partners shall not be held liable to the Customer:
    - (i) for any direct, indirect, incidental, special, consequential, punitive or exemplary damages which may be incurred by the Customer arising out of or related in way to the Customers performing a transaction upon knowledge of a merchant having been provided a Merchant Verified Badge; and/or
    - (ii) for any loss or damage incurred by the Customer due to any deficiency on part of the Merchant in relation to the product/services provided by the Merchant;
  6. The Customer agrees and acknowledges that PayU shall be entitled at its sole discretion to add to, alter, vary, supplement or modify all or any of the conditions of PayU Verified Badge at any time. PayU Verified Badge is not permanent and depending upon performance of the Merchant on indicative parameters, the PayU Verified Badge can be revoked at anytime, without any prior notice to the Merchant or its Customers by PayU in its sole & independent decision. The revised terms shall be available at <https://payu.in/payu-terms-and-conditions/> and the Customer shall periodically review the



terms and keep itself apprised with the same. Provided however, if the rights and obligations of the parties are altered by virtue of change in Applicable Law, such changes shall be deemed to have been incorporated in these terms in modification of the rights and obligations of the parties.