



## **GENERAL TERMS AND CONDITIONS APPLICABLE TO PACKAGES**

These General Terms and Conditions Applicable to Packages (“**Packages General Ts&Cs**”) applies to the entire contractual relationship between the Parties and in relation to all Packages offered to the Merchant by PayU. It is understood that the applicability of the relevant terms under the Package Ts&Cs will depend on the nature or type of Package Plan and Package Features opted-in by the Merchant and agreed to be provided by PayU.

1. We refer to the service agreement and subsequent addendums (if any) entered into between PayU Payments Private Limited (“**PayU**”) and You in connection with the provision of, amongst others, online payments aggregation solutions and services (“**Service Agreement**”) through the platform provided by PayU for your website and/or mobile application, as more particularly described in the aforesaid Service Agreement for which PayU has issued a single or multiple merchant identification numbers (“**MID(s)**”), depending on Your business requirements and upon requests made by You to PayU from time to time.
2. Upon Your request, PayU has agreed to make available, with effect from acceptance/opting-in/Subscription Start Date of any of the Package Plans (as defined below) for Transactions processed on Merchant Site using PayU Services (“**Addendum Effective Date**”) and the General Ts&Cs read along with the Package Ts&Cs together shall be considered as Packages addendum which captures the complete understanding between PayU and You with respect to such Packages (“**Packages Addendum**”).
3. Accordingly, with effect from the Addendum Effective Date, the certain aspects of PayU Services including without limitation, the Service Fee, the settlement cycle/timelines in relation to Transactions processed using PayU Services, activation of certain identified Value Added Services or Technology Services, waiver of certain changes for identified period of time and such other terms of Services as mentioned in the Service Agreement, shall stand modified and revised to the extent specifically mentioned under the terms and conditions applicable to respective Packages, and more specifically mentioned at Annexure – I, opted by You from time to time, using the merchant dashboard or other options made available by PayU during the subsistence of this Packages Addendum.
4. Unless otherwise defined in this Packages Addendum, capitalized terms used herein but not defined shall have the meanings ascribed to them in the Service Agreement. The following expressions/terms shall have the following meaning as ascribed to them:
  - (i) “**Auto-Renewal**” shall mean option of automatic renewal of the Package & related Package Features chosen by the Merchant who has provided one time consent for auto-renewal of the selected Package, for another tenure of Subscription Period at the time of opting/in/choosing any particular Package using the merchant dashboard or other options made available by PayU during the subsistence of this Packages Addendum.
  - (ii) “**Auto-Renewal Effective Date**” shall mean 00:01 hours of the next change of Calendar Day from the Subscription End Date applicable in case of Auto-Renewal.



- (iii) **“Calendar Day”** shall mean every day shown on the calendar including Saturdays, Sundays and any days declared by PayU and/or Acquiring Bank as a holiday.
- (iv) **“Package Plans”** shall mean various subscription-based Packages offered by PayU to the Merchants to opt-in as per the usage, requirements and Transactions processed on Merchant Site using PayU Services.
- (v) **“Packages”** shall mean any one of the various customized & tailor-made offerings of combination of various service features, Value Added Services, Technology Services and other value offerings created & offered by PayU for enhanced value propositions for the Merchants to choose from and as more specifically mentioned at Annexure – I.
- (vi) **“Package Features”** shall mean the customized offerings, features and inclusions which form part of the overall offerings & benefits extended to the Merchant under a particular Package opted-in by the Merchant and are indicated to be applicable and mentioned in the description of the selected Package.
- (vii) **“Package Ts&Cs”** shall mean specific terms and conditions in relation to respective Packages which shall be applicable during the Subscription Period of the respective Package opted-in by the Merchant.
- (viii) **“Subscription Charges”** shall mean one-time non-refundable consolidated amount and fees plus the applicable GST amount applicable for activation and availing of a selected Package & Package Features opted-in by the Merchant for each Subscription Period as applicable to selected Package and as more specifically mentioned against each Package Plans.
- (ix) **“Subscription Start Date”** shall mean the Calendar Day on which the Merchant has selected/opted-in for activation of a Package on merchant dashboard or during the onboarding journey of the Merchant.
- (x) **“Subscription End Date”** shall mean 23:59:59 hours of the last Calendar Day of the last day of the Subscription Period.
- (xi) **“Subscription Period”** shall mean the validity period of respective Packages during which the specific features of the Packages shall be applicable to all the Transactions of the Merchant processed using PayU Services, which may be under Auto-Renewal or may be renewed at the option of the Merchant.
- (xii) **“Transaction(s)”** shall have the meaning as ascribed to it in the Service Agreement.

5. In connection with the subject matter of this Packages Addendum, the Merchant hereby irrevocably and unconditionally acknowledges, undertakes and agrees as follows:

- (i) The Package Ts&Cs shall be made applicable only in relation to the Transactions carried out on the Merchant Site using PayU Services during the active Subscription Period.



- (ii) The Merchant shall have the right to choose from various different Package Plans as offered by PayU from time to time and shall have an option to change choice of the Package at the end of a Subscription Period.
- (iii) The Merchant hereby understands and agrees that only one Package and its applicable Package Features shall be applicable and be available in relation to the Transactions processed by the Merchant during the Subscription Period. However, in an event, wherein Merchant chooses to opt-in for another/different Package other than the Package already opted-in during the validity period of the Subscription Period of the initial Package opted-in by the Merchant, then Merchant hereby understands and agrees that the Package Features and Package Ts&Cs opted-in last/latest by the Merchant from the Subscription Start Date shall be applicable for the Transaction processed by the Merchant using PayU Services and the previous Package and its applicable Package Features shall stand terminated & revoked. The Merchant understands and agrees in an event of change in any new Package during the validity period of the Subscription Period of the initial Packages opted-in by the Merchant, the Subscription Charges for such initial Package charged by PayU shall not eligible for any refund or adjustment.
- (iv) The Merchant hereby acknowledges, understands and agrees that PayU shall have the liberty to modify Package Features and Package Ts&Cs as applicable to any Package Plans at any time in its sole discretion, however, such modified Package Features and Package Ts&Cs shall not be applicable for the Transaction processed by the Merchant during the ongoing Subscription Period. Any such modifications to the Package Features or Package Ts&Cs will come into effect viz-a-viz the Merchant upon fresh selection or renewal or Auto-Renewal of such Package for renewed Subscription Period and shall be applicable to the Transactions processed by the Merchant for such renewed Subscription Period after the Renewal Effective Date. The Merchant understand and agrees to check and update itself with respect to the ongoing & revised Package Features before renewal or Auto-Renewal of any Package by visiting the details available on merchant dashboard and PayU shall be under no obligation to provide any notice or intimation of any modifications undertaken in relation to any Product Features associated with any Package Plans offered by PayU.

The Merchant understand and agrees that PayU shall have the right to withdraw or revoke any or all the Package Plans without any prior notice or intimation to the Merchant and in such an event the Merchant shall be entitled to the enrolled Package and Package Features only for the ongoing Subscription Period and any Auto-Renewal opted-in by the Merchant shall stand automatic revoked and cancelled. PayU shall be under no obligation to extend any Package Features after the expiry of the ongoing Subscription Period.

- (v) The Merchant hereby understands and agrees that PayU shall have the right to deduct the complete Subscription Charges as a lump-sum amount upfront immediately after activation of the Package from the available or future Customer Charge due to the Merchant in terms of the Service Agreement. The Merchant understands that the Package Features shall be made available to the Merchant only upon successful deduction of the Subscription Charges in full from the Customer Charge. The Merchant understands and agrees that in case the Merchant has opted-in for Auto-Renewal of the Package during the Package opt-in/activation stage, PayU shall be entitled to charge the applicable Subscription Charges for renewal or Auto-Renewal of such Package for each of the Subscription Period from the available & future Customer Charge of the Merchant. The Merchant understands and



agrees that in an event any Subscription Charges agreed to be paid by the Merchant in terms of this Packages Addendum remain outstanding and recoverable from the Merchant, all such Subscription Charges shall form part of the Outstanding Amounts as defined in the Service Agreement and all the rights with respect to Outstanding Amounts shall mutatis mutandis applicable on the Subscription Charges..

- (vi) Merchant understands and agrees that any Settlement Amount shall be settled into Merchant's Bank Account only after complete deduction and recovery of the Subscription Charges from the Customer Charge by PayU applicable to each Subscription Period.
- (vii) The Merchant understands and agrees that Subscription Charges are charged as one-time non-refundable amount and Merchant shall not be entitled for refund of any part of the Subscription Charges even if the Merchant has not processed any single Transaction using PayU Services during the Subscription Period or chose to discontinue using PayU Services before the expiry of the Subscription Period.
- (viii) The Package Plans made available by PayU in terms of this Packages Addendum is offered by PayU as a combination of value-added services, technology services and/or other product or service features to the Merchant and will constitute a specific and additional services provided to the Merchant under the Service Agreement on such additional terms agreed herein. This Packages Addendum shall constitute a part of the Service Agreement and the terms hereof when read together with the Service Agreement shall constitute the entire agreement between PayU and the Merchant with respect to PayU Services. Except to the extent as amended by this Packages Addendum & respective Package Ts&Cs, all other terms and conditions of the Service Agreement shall remain unchanged;
- (ix) The Merchant understands and agrees that depending upon the nature of the Package Features applicable and mentioned for each of the Package and the applicable Package Ts&Cs, the Service Agreement shall stand modified and amended to such limited extent and the terms of the specific Package Ts&Cs, shall prevail over the terms of Service Agreement only during the Subscription Period. The Merchant acknowledges, understands and agrees that the Package Features & Package Ts&Cs shall have over-riding effect over the terms of the Service Agreement only during the Subscription Period or any renewal thereto.
- (x) The Merchant understands and agrees that the Package Ts&Cs shall amend or modify only such aspect and terms of the Service Agreement which are specifically mentioned in Package Ts&Cs and for all other purposes, the terms of the Service Agreement shall prevail and shall mutatis-mutandis be applicable for the Transactions processed even during the Subscription Period of a Package. In case of conflict between any specific terms of the Package Ts&Cs with the terms of the Service Agreement, the specific Package Ts&Cs shall have precedence only in relation to Package Features and for all other remaining provisions, terms of the Service Agreement shall prevail and supersede to determine the contractual terms agreed between the Parties for availing PayU Services.
- (xi) The Merchant understands and agrees that after Subscription End Period, the terms of the Service Agreement to the extent the same were in conflict with the specific Package Ts&Cs



shall stand re-instated, valid and in full force as if there were no modifications ever agreed to such terms of the Service Agreement without any further action or intimation or notice.

- (xii) The Merchant understands and agrees that certain Package Features which are threshold dependent or have limited applicability for certain number of Transactions or certain value of the Transactions during the validity of the Subscription Period, the terms of Service Agreement agreed between the Parties shall be mutatis mutandis applicable to the Transactions processed by the Merchant using PayU Services after such threshold or identified number of Transactions or identified value of the Transactions have been exhausted by the Merchant during and after the expiry of the Subscription Period.
- (xiii) This Packages Addendum shall remain in effect until the earlier of: (i) termination of the Service Agreement in accordance with the provisions of the Service Agreement; or (ii) termination of this Packages Addendum or discontinuance of any the Package Plans in accordance with the terms of this Packages Addendum.