



TERMS AND CONDITIONS FOR AVAILING PAYU SERVICES FOR MERCHANTS ON INTERNET HANDLING CHARGE MODEL

These terms and conditions applicable to PayU Services (the “**Terms and Conditions for Availing PayU Services**”) are entered into between PayU and the Merchant and form an integral part of the Master Services Agreement (the “**MSA**”) entered into between PayU and the Merchant. The MSA (comprising of the Welcome Letter, the Application Form, the Pricing Schedule and these Terms and Conditions for Availing PayU Services (including the Service Addendums (if any)) forms the complete agreement between the Merchant and PayU, and governs the Merchant's use of PayU Services.

These Terms and Conditions for Availing PayU Services consist of:

- A.** Chapter I: Scope of and terms and conditions in relation to Payment Aggregation Services, scope of and terms and conditions in relation to Value Added Services, and scope of and terms and conditions in relation to Technology Services (together, the “**Service-Specific T&Cs**”);
- B.** Chapter II: General terms and conditions for PayU Services (the “**General T&Cs**”); and
- C.** Chapter III: Interpretation and definitions.

PayU has the right to amend, add, remove or modify, from time to time, any of the Terms and Conditions for Availing PayU Services, and the Merchant irrevocably and unconditionally agrees to comply with such revised Terms and Conditions for Availing PayU Services. Notwithstanding anything to the contrary in the MSA, the Merchant shall be responsible for regularly reviewing the Terms and Conditions for Availing PayU Services (including the relevant Service Addendums (if any)), including amendments thereto, and by continuing the use of relevant PayU Services, the Merchant shall be deemed to have accepted the amended Terms and Conditions for Availing PayU Services (including the relevant Service Addendums (if any)).

The Merchant is solely responsible for understanding and complying with any and all laws, rules and regulations of its specific jurisdiction that may be applicable to the Merchant in connection with its business and its use of the relevant PayU Services.

THE MSA (INCLUDING THESE TERMS AND CONDITIONS FOR AVAILING PAYU SERVICES) SHALL BE DEEMED TO HAVE BEEN ACCEPTED AND ENTERED INTO AT DELHI, INDIA.

CHAPTER I

TERMS AND CONDITIONS APPLICABLE IN RELATION TO PAYMENT AGGREGATION SERVICES, VALUE ADDED SERVICES AND TECHNOLOGY SERVICES

1 SPECIAL TERMS AND CONDITIONS APPLICABLE IN RELATION TO SPECIFIC PAYMENT MECHANISMS AS PART OF PAYMENT AGGREGATION SERVICES

- 1.1 The Merchant confirms that the below special terms and conditions in relation to the Payment Mechanism opted by the Merchant shall be applicable to the Merchant, pursuant to the MSA (“**Special Terms and Conditions for Payment Mechanisms**”). In the event of any conflict between any other section of the MSA and these Special Terms and Conditions for Payment Mechanisms, the Special Terms and Conditions for Payment Mechanisms shall prevail over the MSA to the extent of such conflict.
- 1.2
 - a) **Where Merchant is bearing the Service Fee (“Service Fee Model”)** - The Merchant confirms that it shall be liable to pay the applicable Service Fees specified by PayU in relation to the relevant Payment Mechanism being availed by the Merchant, that is the Transaction Processing Fee, in addition to any applicable fee and charges as set out in the Pricing Schedule. The Service Fees that is the Transaction Processing Fee will be deducted by PayU from the Customer Charge payable to the Merchant in such manner as may be determined by PayU.
 - b) **Where Merchant has authorised PayU to charge Internet Handling Charges to the Customers (“Internet Handling Charge Model”)** - The Merchant confirms that it authorises PayU to charge applicable Internet Handling Charges, specified by PayU in relation to the Payment Mechanism to its Customers on the Merchants behalf. The Internet Handling Charges will be deducted by PayU from the Customer Charge payable to the Merchant in such manner as may be determined by PayU. The Merchant understands that Internet Handling Charges will not include any Transaction Processing Fee on UPI, RuPay debit cards, UPI QR Code and BHIM UPI QR Code.
- 1.3 The Merchant irrevocably and unconditionally accepts the Special Terms and Conditions for Payment Mechanisms as set out below:
 - (i) **Equated Month Instalments (EMI) Facility**
 - (a) EMI Facility is provided by PayU through the respective Issuing Institutions to certain Customers of the Merchant to make payment to the Merchant using the EMI Facility.



- (b) The Merchant shall ensure that when a Customer opts to make payment of the Customer Charge through an EMI Facility, such Customer shall accept the EMI terms and conditions provided by the respective Issuing Institution or PayU. The Merchant shall also inform the Customer that that the Customer may be debited for the full amount of the Transaction initially and EMI may be booked later by the respective Issuing Institution as per Issuing Institution's discretion and the Issuing Institution may at its sole discretion choose to change the EMI tenure or interest (for instance, on the basis of Customer's history, amount of transaction, etc.) or withdraw any EMI offering or make any other modifications in the EMI Facility at its sole discretion. The Merchant shall maintain a record of Customer's acceptance of EMI terms and conditions and other supporting documents for a period of at least 2 (two) years after the completion of the EMI tenure agreed by the Issuing Institution with the Customer. PayU or the Acquiring Institutions may request the Merchant to provide EMI Transactions related documents including documents evidencing acceptance of the terms and conditions by the Customer. The Merchant shall provide the same within 2 (two) Business Days of the same being requested failing which PayU may take such action as PayU may deem necessary.
 - (c) The Merchant shall deliver the Products or give a Transaction confirmation only after the Merchant receives a confirmation regarding completion of an EMI Transaction.
 - (d) PayU shall not be liable to the Merchant or the Customer for any disputes arising due to non-conversion of a Transaction to an EMI Transaction, rates at which EMI is approved, tenure of EMI or EMI rejection. The Customer shall be solely responsible for inquiring about the status of its EMI request directly from the respective Issuing Institution.
 - (e) The Merchant may, with the prior written consent of PayU and the Issuing Institution and on such terms as may be specified by PayU and/or the Issuing Institution in writing, offer Merchant Discounts to Customers availing EMI Facility for making payment of the Customer Charge to the Merchant.
 - (f) The Merchant also agrees to avail the cardless EMI facility offered by a few of the partner Issuing Institutions and/or partner financial institutions (including some of PayU's partner non-banking financial institutions) ("**Cardless EMI Facility**"). Under the Cardless EMI Facility, the Customers will be able to carry out EMI Transactions by using alternative customer identifications such as PAN card or Aadhaar card or registered mobile number linked to such EMI Facility of the Customer. The Cardless EMI Facility shall be in addition to any existing form factors where EMI Facility may have been made available by PayU partners Issuing Institutions and/or partner financial institutions (including certain of PayU's partner non-banking financial institutions).
- (ii) **Google Pay**
- (a) In the event the Merchant opts for Google Pay as a Payment Mechanism, the Merchant accepts and agrees to comply with Google privacy policy available at <https://www.google.com/intl/ALL/policies/privacy/index.html> and Google Pay brand guidelines available on https://support.google.com/tez/business/answer/7530448?p=tez_logo_guidelines&visit_id=0-636487713259263309-1916511869&rd=1 as the same may be amended or updated from time to time.
 - (b) In addition to the List of Banned Items, the Merchant shall also abide by the list of prohibited products and services specified by Google, as available at <https://tez.google.com/business/policy> as the same may be amended or updated from time to time.
 - (c) The Merchant confirms that Google shall have the right to make public announcements or press releases about enabling Google Pay with respect to the Merchant and the Merchant utilizing Google platform services.
 - (d) The Merchant confirms that Google may enter into license agreements or marketing releases with the Merchant for the purposes of utilizing the Merchant's brand features (including Merchant's logos) to make any public announcement or press release about enablement of Google Pay with respect to the Merchant.
- (iii) **Amazon Pay**
- In the event the Merchant opts for Amazon Pay as a Payment Mechanism, the Merchant accepts and agrees to abide by the terms and conditions for Amazon Pay A-2-Z Guarantee for merchants as available at: <https://www.amazonpay.in/help/202117080>, as amended or updated from time to time.
- (iv) **Online Static or Dynamic QR Code**
- The Merchant confirms that:
- (a) in order to enable Customers to make payment, the Merchant is required to display the QR Code provided by PayU and to ensure that the Customer scans the correct QR Code provided by PayU.



- (b) the QR Code provided by PayU may be static or dynamic. Where a static QR Code is provided by PayU, the Merchant is required to ensure that the Customer must enter the exact amount to be payable by the Customer to the Merchant for the purchase of Products.
 - (c) the Customer using the QR Code can make payments through UPI or Authorised Cards by scanning the QR Code through any of the payment apps available with the Customer.
 - (d) the Merchant shall be solely responsible for verifying the status of the Transaction on the Merchant Dashboard and shall initiate Delivery of the Product to the Customer only when the Merchant receives a confirmation of 'successful Transaction' from PayU. In the event the Merchant delivers the Product without such confirmation, the Merchant shall be solely liable for the consequences arising therefrom.
- (v) **Technology and Settlement Services enabled By LazyPay**
- (a) PayU has entered into arrangements with LazyPay Private Limited ("**LazyPay**") pursuant to which PayU has agreed to facilitate a solution for the Merchant which enables the Merchant to offer an option to its Customers to make payment using: (A) technology enabled settlement services; and (B) settlement processing services, each enabled by LazyPay (collectively "**Technology and Settlement Services enabled by LazyPay**").
 - (b) Technology and Settlement Services enabled by LazyPay are being offered in accordance with the terms and conditions available at <https://payu.in/lazypay-tnc> ("**LazyPay T&Cs**") which are deemed to be incorporated in these Special Terms and Conditions for Payment Mechanisms by reference, to the extent relevant, and are irrevocably and unconditionally accepted by the Merchant.
- (vi) **Deferred Payment Solutions**
- The Merchant confirms that:
- (a) PayU has entered into certain arrangements with Partner Institution(s) (as defined in the Deferred Payment Solutions T&Cs) pursuant to which PayU can enable an option for Customers of the Merchant for availing Deferred Payment Solutions that are made available by the aforesaid Partner Institution(s), for making payments against the purchase of Products.
 - (b) Deferred Payment Solutions made available by PayU are being offered to the Merchant in accordance with the terms and conditions available at <https://payu.in/deferred-payment-solutions-tnc> ("**Deferred Payment Solutions T&Cs**").
 - (c) the Deferred Payment Solutions shall not be offered by the Merchant against items such as repayment of credit card bills, purchase of mutual funds, purchase of insurance policies and such other Products as may be restricted by Partner Institution(s) and/or PayU, as communicated by PayU to the Merchant from time to time.
 - (d) in the event of the Merchant failing to deliver the Product(s) to the Customer within the Delivery Due Date and/or any dispute arising in relation to any Product(s) that result in a refund or return of the Product, the Merchant shall remit the amounts of refunds or any amounts against any returns to such account as PayU or a Partner Institution may require and as may be advised by PayU or such Partner Institution from time to time. The Merchant acknowledges that payments by Customers for Transaction(s) for purchase of Product(s) on the Merchant Site or otherwise using the Deferred Payment Facility will be in the nature of credit availed by the Customer from the Partner Institution and therefore any instructions in this regard from PayU or a Partner Institution will be final and binding on the Merchant. PayU or a Partner Institution may also require the Merchant to issue an appropriate credit note or acknowledgement to Customers to the extent of any liability that relates to any Products or require the Merchant to deliver a replacement Product to the Customer within 5 (five) days of any notification from PayU. Failing any of this, PayU and/or the Partner Institutions reserve the right to reverse the Transaction(s) and PayU shall have the right to deduct such Outstanding Amount from any subsequent Settlement Amount due and payable to the Merchant and provide the necessary credit to the Customer and/or the Partner Institution as may be decided by PayU.
- (vii) **RuPay CC on UPI**
- RuPay CC on UPI enables Customers to: (a) make payments using their RuPay credit card linked to their UPI ID; and (b) set-up recurring E-mandates using any UPI application for recurring payments such as, amongst others, mobile bills, electricity bills, EMI payments, entertainment/over-the-top subscriptions, insurance, mutual funds, ("**UPI Autopay on RuPay CC**") if the Customer chooses to set-up a recurring E-mandate using UPI Autopay on RuPay CC.
- (viii) **PPI on UPI**
- PPI on UPI enables: (a) Customers of the Merchant to make payments using their PPIs linked to their UPI ID; and (b) set-up recurring E-mandates for enabling recurring payments such as, amongst others, mobile bills, electricity



bills, EMI payments, entertainment/OTT subscriptions, insurance, mutual funds, (“UPI Autopay on PPI”) if the Customer chooses to set-up a recurring E-mandate using UPI Autopay on PPI.

(ix) **Pay by Rewards**

The Merchant confirms that PayU has entered into an arrangement with various reward points issuers and aggregators (“**Rewards Issuer**”) to offer the Merchant a payment mechanism using which the Merchant’s Customers will be able to make payments on the Merchant Site by redeeming their loyalty or rewards or cashback points (“**Reward Points**”) accumulated on the Rewards Issuer platform and will have the capability to complete payment transaction for any shortfall amount using any other Payment Mechanism including but not limited to net banking, debit credit, credit card etc. (“**Rewards Issuer Container**”). Where a Customer initiates a Rewards Issuer Container Transaction, the Customer will be debited for the full amounts of the Reward Points accumulated on the Rewards Issuer platform and balance amounts, if any, remaining after full redemption of the Reward Points shall be payable by the Customer using any other payment mechanisms available to the Customer. For the purpose of this communication, “**Rewards Issuer Container Transaction**” shall mean transaction initiated by the Customer on Merchant Site using the Rewards Issuer Container. With regard to Pay by Rewards, the Merchant accepts the following terms and conditions:

- (a) For each successful Transaction made using Rewards Issuer Container, the Reward Issuer shall pay to PayU the value of the Reward Points redeemed by a Customer on such successful Transaction in accordance with the redemption value of the Reward Points as decided by Rewards Issuer in its sole discretion (“**Redemption Value**”). The balance amounts, if any, paid by the Customer using any other Payment Mechanism will be received by PayU acting in the capacity of a payment aggregator in PayU’s Collection Account (“**Balance Amount**”).
- (b) PayU shall effect the final settlement of the Settlement Amount in accordance with the terms of the MSA only upon receipt of the Redemption Value and the Balance Amount (if any) in PayU’s Collection Account and shall not be liable in manner whatsoever if there is a delay by Rewards Issuer to pay the Redemption Value of the successful Transaction to PayU.

1.4 Additional terms applicable for Internet Handling Charge Model:

- (i) The Merchant hereby acknowledges and agrees that any and all charges for availing PayU Services are the responsibility of the Merchant and that PayU may, on the request of the Merchant, permit the Merchant to opt for the Internet Handling Charge Model where the Service Fee payable by the Merchant to PayU may be collected by PayU from the Customers of the Merchant in the form of an Internet Handling Fee or internet Handling Charges, which will be over and above the Product Price and may be described as Internet Handling Charges or Internet Handling Fee and the Merchant confirms that the collection of such Internet Handling Charges or Internet Handling Fee by PayU is allowed and is in conformity with Applicable Laws.
- (ii) The Merchant hereby undertakes and agrees to conspicuously display any Internet Handling Fee or Internet Handling Charges to be collected by PayU from its Customers as Internet Handling Fee or Internet Handling Charges on Merchant Site for upfront disclosure of such charges to its Customers.
- (iii) The Merchant confirms and agrees that any and all liability in relation to passing of the Service Fee in the form of Internet Handling Fee or Internet Handling Charges, to the Customers of the Merchant, shall be of the Merchant and the Merchant hereby unconditionally and irrevocably undertakes to indemnify PayU and shall hold PayU harmless from any liability, loss, cost, damages, penalties etc. suffered by PayU in this respect.

2 SCOPE OF AND TERMS AND CONDITIONS APPLICABLE IN RELATION TO EACH PLATFORM FEATURES AS PART OF PAYMENT AGGREGATION SERVICES

2.1 SCOPE OF PLATFORM FEATURES APPLICABLE TO MERCHANT

- (i) The Merchant understands that PayU has developed certain Platform Features that shall be offered together with the other PayU Services and shall be provided by PayU to the Merchant at the sole discretion of PayU.
- (ii) The Merchant agrees that it shall be liable to pay the applicable Service Fees specified by PayU in relation to the relevant Platform Features being availed by the Merchant, that is the Platform Features Fee applicable to Merchant, in addition to any applicable fee and charges as set out in the Pricing Schedule. The Service Fees that is the Platform Features Fee applicable to Merchant will be deducted by PayU from the Customer Charge payable to the Merchant.

2.2 PLATFORM FEATURES TERMS AND CONDITIONS

(i) **Buttons**

- (a) PayU will provide services that will enable the Merchant to place a payment button on the Merchant Site to collect payment from the Customers (“**Buttons**”). The Merchant can generate the Buttons through the Merchant Dashboard. Upon initiation of payment by the Customer using Buttons, the Customer will be re-directed to the PayU Site and can make the payment using any of the Payment Mechanisms.



- (b) The Merchant agrees that: (A) it shall ensure that the Buttons placed on the Merchant Site are accurate and valid; and (B) PayU shall not be liable for any claims, disputes or penalties which may arise in connection with any Button placed on the Merchant Site that is not accurate or valid.

(ii) **Payment Links**

- (a) PayU will provide services that will enable the Merchant to create static or dynamic payment links and to share such payment links with the Customers for accepting payments ("**Payment Links**"). The Merchant can generate the Payment Links through the Merchant Dashboard and can collect payments through all the Payment Mechanisms offered by PayU.
- (b) The Merchant agrees that: (A) it shall ensure that the Payment Links shared by the Merchant with the Customers is accurate and valid; and (B) PayU shall not be liable for any claims, disputes or penalties which may arise in connection with any Payment Link shared with the Customer that is not accurate or valid.
- (c) The Merchant agrees that it shall not generate and share with its Customers any Payment Links that are misleading in any manner (including, without limitation, Payment Links that reflect the name of any entity other than the Merchant).

(iii) **Invoicing**

- (a) PayU will provide services that will enable the Merchant to prepare customised invoices and share these with the Customers using Payment Links ("**Invoicing**"). The Merchant can use Invoicing to generate invoices through the Merchant Dashboard and can collect payments using the Payment Links (through any of the Payment Mechanisms).
- (b) The Merchant agrees that: (A) it shall be solely responsible for the validity and accuracy of the invoice prepared using Invoicing; and (B) PayU shall not be liable for any claims, disputes or penalties which may arise in connection with any invoice generated using Invoicing that is not accurate or valid.
- (c) The Merchant agrees that it shall not collect, save or disclose any confidential information in relation to the Customer in the invoices generated using Invoicing and shall further ensure that such invoices are compliant with Applicable Laws including, without limitation, laws relating to GST.

(iv) **Excel Plug-in**

- (a) PayU will provide services that will enable the Merchant to maintain a database of pending invoices/ payments and to send automated reminders to the relevant Customers for making the payments ("**Excel Plug-in**"). Excel Plug-in will further enable the Merchant to share invoices with the relevant Customers through the Merchant Dashboard.
- (b) The Merchant agrees that: (A) it shall be solely responsible for the validity and accuracy of the database and reminders generated using Excel Plug-in; and (B) PayU shall not be liable for any claims, disputes or penalties which may arise in connection with any database or reminder generated using Excel Plug-in that is not accurate or valid.

The Merchant agrees that it shall not collect, save or disclose any confidential information in relation to the Customer in the databases or reminders generated using Excel Plug-in.

3 SCOPE OF AND TERMS AND CONDITIONS APPLICABLE IN RELATION TO VALUE ADDED SERVICES

3.1 SCOPE OF VALUE ADDED SERVICE(S)

PayU is offering to the Merchant certain Value Added Service(s) that are separate from and independent of any Payment Aggregation Services, Platform Features or Technology Services.

3.2 TERMS AND CONDITIONS IN RELATION TO VALUE ADDED SERVICES

- (i) The Merchant shall have the option to opt for one or more of the Value Added Service(s).
- (ii) The Merchant agrees that it shall be liable to pay the applicable Service Fees specified by PayU in relation to the relevant Value Added Services being availed by the Merchant, that is the Value Added Service Fees in addition to any applicable fee and charges as set out in the Pricing Schedule. The Service Fees will be deducted by PayU from the Customer Charge payable to the Merchant.

4 SCOPE OF AND TERMS AND CONDITIONS APPLICABLE IN RELATION TO TECHNOLOGY SERVICES

4.1 SCOPE OF TECHNOLOGY SERVICE(S)

- (i) PayU has developed certain Technology Service(s) which may or may not be independent of any Payment Aggregation Services, Platform Features and/or the Value Added Services offered by PayU.



- (ii) The Merchant shall have the option to opt for one or more of the Technology Service(s).
- (iii) The Merchant agrees that it shall be liable to pay the applicable Service Fees specified by PayU in relation to the relevant Technology Services being availed by the Merchant, that is the Technology Service Fees, in addition to any applicable fee and charges as set out in the Pricing Schedule. The Service Fees will be deducted by PayU from the Customer Charge payable to the Merchant.
- (iv) The Merchant irrevocably and unconditionally confirms that in the event any payment processing/ settlement facility is provided by PayU as part of any Technology Service(s), such settlement shall be provided in accordance with the Special Terms and Conditions for Payment Mechanisms.

4.2 TERMS AND CONDITIONS IN RELATION TO EACH TECHNOLOGY SERVICE

(i) Priority Settlements

- (a) PayU will provide various types of Priority Settlement Option(s) as a part of the Priority Settlement Service for Transactions processed on Merchant Site using PayU Services.
- (b) Depending on the Priority Settlement Option(s) opted by the Merchant from time to time, using the Merchant Dashboard or other options made available by PayU, the respective settlement cycle/timelines in relation to Transactions processed using PayU Services shall apply.
- (c) The Merchant confirms that:
 - (A) the Priority Settlement Services shall be subject to sufficient availability of PayU's own funds in PayU's Collection Account to offer the Priority Settlement Amount to the Merchant on the basis of the Priority Settlement Option(s) opted by the Merchant. Further, PayU shall have no liability whatsoever towards the Merchant to provide the priority settlement in relation to the Qualified Transactions if PayU does not have sufficient funds of its own in PayU's Collection Account and in such cases, settlement of the Qualified Transactions will take place in accordance with the settlement terms specified under General T&Cs;
 - (B) the Priority Settlement Services shall be made available only in relation to the Qualified Transactions carried out on the Merchant Site using PayU Services and shall be made available by PayU in its sole and absolute discretion and only in relation to such Qualified Transactions wherein Success Confirmation has been received by PayU to its satisfaction;
 - (C) under the Priority Settlement Services, PayU shall only be responsible for issuing necessary instructions for settlement of Priority Settlement Amount in relation to a Qualified Transaction for which Success Confirmation has been received by PayU, and PayU does not guarantee or undertake any obligation of receipt of such Priority Settlement Amount into the Merchant Bank Account arising due to any reason whatsoever, including without limitation, downtime or non-availability of services or error or fault of any of the banking partners, including Acquiring Institutions, nodal bank or Escrow Bank or banks with which the Merchant holds the Merchant Bank Account. The Merchant understands that PayU will make reasonable efforts to provide uninterrupted Priority Settlement Services to the Merchant, but notwithstanding anything contained in the MSA, the Merchant agrees that: (I) the Priority Settlement Service may not be uninterrupted or error free and (II) PayU shall not be liable for any defaults in performance of its obligations, in relation to the Priority Settlement Services, that are attributable to the banking partners including Acquiring Institutions, Issuing Institutions, nodal bank/Escrow Bank and/or banks with which the Merchant holds the Merchant Bank Account etc.;
 - (D) notwithstanding anything contained in the clauses above, PayU may immediately suspend or discontinue without any notice and may choose to terminate the Priority Settlement Service in its sole discretion after the Effective Date if any of the following circumstances arise and PayU will not have any liability to the Merchant in this regard: (I) PayU does not have sufficient funds of its own in PayU's Collection Account to effect the Priority Settlement Services; or (II) non-receipt of Customer Charge from acquiring/issuing channels in relation to any or all the Qualified Transactions of the Merchant for which Priority Settlement Service has been provided by PayU previously; or (III) the Merchant's volume of Transactions using PayU Services drops below the threshold specified by PayU; or (IV) the Merchant's sales to refund ratio or sales to fraud ratio or Customer complaints or Chargebacks, any non-delivery risk attributable to the Merchant is or are found at time to be beyond the risk parameters acceptable to PayU; or (V) any objection is raised by the Escrow Bank regarding the provided or proposed Priority Settlement Services; or (VI) PayU for any other reason determines that the Priority Settlement Service to the Merchant should be discontinued;
 - (E) PayU reserves the right to: (I) impose limits on the total number of Qualified Transactions or amount in relation to the Qualified Transactions which may be settled under the Priority Settlement Service; and/or (II) prescribe monetary thresholds on number of Transaction(s) and/or cumulative value of Transaction amounts that can be settled under the Priority Settlement Service, at any time in its sole discretion;



- (F) the Merchant hereby agrees that the Priority Settlement Options are available only in relation to the Qualified Transactions and any Transaction carried out on the Merchant Site after the Qualified Period shall be considered for settlement on the next Business Day if the Merchant is availing the Standard Priority Settlement Option or on the next Calendar Day if the Merchant is availing Seven (7) Day Priority Settlement Option or On-Demand Settlement Options;
 - (G) in relation to such Qualified Transaction(s) for which the Priority Settlement Amounts have been settled by PayU to the Merchant into the Merchant's Bank Account, the Merchant hereby unconditionally and irrevocably authorises PayU to retain the Customer Charge received by PayU in PayU's Collection Account and deal with such amounts/Customer Charge in any manner as PayU deems appropriate by PayU (including, without limitation, transferring the same to any other account or accounts maintained by PayU) and this authorization shall remain valid and continuing till such time all the Outstanding Amounts from the Merchant are received in full by PayU to its complete satisfaction;
 - (H) the Merchant shall be solely liable for all Chargebacks, refunds, disputes, penalties, losses, damages or costs incurred by PayU and for all claims and proceedings arising against PayU with respect to the Qualified Transactions for which the Priority Settlement Amount were affected by PayU and shall constitute as an Outstanding Amounts within the terms of the MSA;
 - (I) the Merchant hereby confirms that in relation to the On-Demand Priority Settlement Option, the Merchant shall ensure to provide necessary instructions for such Qualified Transactions for which the Merchant intends to avail the priority settlement using the Merchant Dashboard or in such other manner as may be specified by PayU before the Qualified Period. Any on-demand priority settlement request received from the Merchant in relation to any or all the Qualified Transactions in the Qualified Period shall be settled by PayU after 30 (thirty) minutes from the time of the successful request. Any on-demand priority settlement request received from the Merchant in relation to any or all the Qualified Transactions after the Qualified Period shall be considered as instructions received on the next Calendar Day and shall be settled by PayU on the next Calendar Day only;
 - (J) the Merchant hereby unconditionally and irrevocably confirms that in an event wherein Customer Charge in relation to the Qualified Transactions of the Merchant is not received by the acquiring/issuing channels which exceeds 0.5 (zero point five)% of the total Qualified Transactions for which any of the Priority Settlement Option have been availed by the Merchant, it shall qualify as trigger for immediate suspension of PayU Services and the Priority Settlement Services to the Merchant; and
 - (K) in the event any Customer Charge against any of the Qualified Transactions for which PayU has carried out settlement of the Priority Settlement Amount to the Merchant remains unrecoverable by PayU from Acquiring Institution/Issuing Institution for more than 5 (five) Calendar Days for any reason, including without limitation, where a Customer disputes such Qualified Transaction or raises a Chargeback or refund request or return request or reports such Qualified Transaction as a fraudulent Transactions, PayU shall have the right to raise a demand for such Outstanding Amounts and Merchant undertakes to pay the same immediately without any delay or demur failing which PayU shall have the unqualified right to deduct such Outstanding Amounts from the Settlement Amounts.
- (ii) **Tokenisation Services**
- (a) PayU will act as service provider ("**Token Requestor**") and will integrate with the Card Schemes and/or Issuing Institutions ("**Token Service Provider**") that provide services of provisioning card details with a unique alternate code called the "token" ("**Tokenisation Services**") for the purpose of processing card transactions in accordance with Applicable Laws. The Merchant may avail from PayU either: (A) the Tokenisation Services (without obtaining the Payment Aggregation Services), which will be provided in accordance with the terms and conditions set out in sub-clauses (ii)(b) and (ii)(c) below; or (B) the Tokenisation Services together with Payment Aggregation Services which will be provided in accordance with the terms and conditions set out in sub-clauses (ii)(b) and (ii)(c) below and the Special Terms and Conditions for Payment Mechanisms.
 - (b) The Merchant confirms that PayU will share the Card Token with the Merchant only if the Merchant is PCI DSS certified, and in accordance with any other requirements, terms and conditions certified by Token Service Provider and under Applicable Laws. For non-PCI DSS certified Merchants undertaking Payment Aggregation Services from PayU, PayU will provide an identifier (which is a unique numeric or alphanumeric code based on the Card Token and details of the Merchant) ("**PayU Identifier**") to the Merchant for each card to be tokenised. The PayU Identifier can be stored and further used by the Merchant to process any Transaction with PayU without providing the card data in accordance with the terms and conditions set out in the MSA and the Applicable Laws.
 - (c) Representations, covenants, and undertakings of the Parties in relation to the Tokenisation Services
- For the non-seamless flow*



- (A) PayU undertakes to obtain the consent of the Customer in relation to the Tokenisation Services in the manner prescribed (including through additional factor authentication) under Applicable Laws. In such situations, PayU also undertakes to be responsible for maintaining logs of such consents obtained from the Customer.
- (B) The Merchant agrees that Tokenisation Services shall be provided by PayU in accordance with the terms of the MSA and the integration document provided and updated by PayU from time to time. The Merchant agrees to integrate with PayU for availing Tokenisation Services at its own cost.
- (C) The Merchant confirms that Tokenisation Services shall be available in relation to such Issuing Institutions and/ or Card Schemes that have integrated with PayU for providing Tokenisation Services ("**Tokenisation-Enabled Entities**"). PayU undertakes to update the Merchant upon the request of the Merchant, with the list of Tokenisation-Enabled Entities.
- (D) The Merchant undertakes to provide an option to Customer to register/de-register their card for a particular use case as per the Applicable Laws.

For the seamless flow

- (A) The Merchant irrevocably and unconditionally undertakes to obtain the consent of the Customer in relation to each card to be tokenised in the manner specified by PayU in the integration document. The Merchant irrevocably and unconditionally undertakes to provide the details required by PayU in the specified format. The Merchant irrevocably and unconditionally undertakes to ensure that all the card details are true and correct and are duly verified by the Merchant from time to time. The Merchant irrevocably and unconditionally undertakes to maintain the logs of such consent provided by the Customers from time to time and share the same with PayU from time to time or upon being so requested by PayU.
 - (B) The Merchant irrevocably and unconditionally undertakes to safely store the Card Token or PayU Identifier (as the case may be) and to share the same with PayU for processing the Transaction. The Merchant confirms that the Transaction will be processed in accordance with the terms and conditions set out in the MSA. In the event PayU is only providing Tokenisation Services, the Merchant may share the Card Token with third party payment aggregator for processing.
 - (C) The Merchant irrevocably and unconditionally undertakes to provide an option to each Customer to withdraw the consent to tokenize card. Merchant irrevocably and unconditionally undertakes to inform the same to PayU in the manner specified by PayU in the event the Customer opts to withdraw their consent to tokenize their card.
 - (D) The Merchant represents and warrants that the Merchant shall not, either by itself or through a third party, store any card details.
- (d) The Merchant shall ensure that: (A) it shall be responsible for safely storing the Card Token where so permitted by PayU and Applicable Laws and sharing the same with PayU for processing payment transactions (to the extent applicable); (B) for storing of Card Token, it should be PCI DSS certified and should comply with the relevant requirements and conditions prescribed under the Applicable Laws and non-PCI DSS compliant Merchant shall delete the Card Token as per the requirements of Applicable Law; (C) it promptly provides necessary, accurate and complete, information, documents and details that is required by PayU to provide the Tokenisation Services; (D) neither itself, or a third party stores the underlying card details of the Customers; and (E) the website or application for which Tokenization Services are enabled, will be as mutually agreed between the PayU and the Merchant.
- (e) The Merchant agrees to fully indemnify PayU, Tokenisation-Enabled Entities, the Issuing Institution and the Card Schemes ("**Indemnified Parties**") and keep each Indemnified Party indemnified against all claims, proceedings, loss and damages, arising directly or indirectly, raised by the Customer or any third party in relation to the MSA.

(iii) **International Card Processing Payment Mechanism and Multicurrency Payment Feature**

- (a) Through the Multicurrency Payment Feature, the Merchant will have the ability to reflect the Customer Charge in one of the Authorised Currencies made available by PayU. Upon processing the payment using the International Card Processing Payment Mechanism, whilst the relevant bank account or Authorised Card of the Customer will be debited in the Authorised Currency opted for by the Customer, the settlement made to the Merchant by PayU will only be in INR subject to the provisions stated in the MSA.
- (b) The Merchant confirms that the International Card Processing Payment Mechanism and the Multicurrency Payment Feature shall be provided solely at PayU's discretion. The Merchant shall be subject to additional due diligence and criteria as may be specified by PayU and its Partner Institutions which may include, without limitation, verification of terms and conditions and privacy policy available on the Merchant Site and the Merchant having appropriate authorisations under Applicable Laws. PayU and



its Partner Institutions shall have the right to withdraw their approval/consent at any time prior to or after the activation of the International Card Processing Payment Mechanism and the Multicurrency Payment Feature, without notice.

- (c) The Merchant shall, during the entire tenure of the MSA, remain compliant with the Applicable Laws (including without limitation the guidelines/circulars/notifications issued by RBI) and shall remain solely responsible for undertaking any compliances as may be specified under such Applicable Laws from time to time including maintaining adequate consents, rights or permissions in place as per Applicable Laws, in favour of PayU and its third party service providers to provide the services.
 - (d) The Merchant shall be solely responsible for undertaking additional verifications of the Customers under Applicable Laws, as may be applicable from time to time, such as know-your-customer requirements.
 - (e) The Merchant hereby undertakes to provide copies of, and all assistance with respect to, additional documents of the Merchant including but not limited to income tax returns with audited balance sheet or Merchant Bank Account statement along with any undertaking that may be requested by PayU and /or its Partner Institutions from time to time.
 - (f) For the International Card Processing Payment Mechanism and the Multicurrency Payment Feature, the exchange rate used by PayU for all Authorised Currencies will be the inter-bank rate as decided by the respective banks or Card Schemes and as shared by PayU with the Merchant by issuing the merchant payment report on every Business Day. The rate applicable for any Transaction which is processed on any day which is not a Business Day shall be the rate which was applicable on the immediately preceding Business Day. PayU may change the exchange rate for any Authorised Currency at any given point of time in accordance with the rates specified by the respective banks or Card Schemes.
 - (g) The Merchant acknowledges that the exchange rate of the Authorised Currencies versus INR are subject to exchange rate fluctuations. Considering this, in addition to the Chargebacks which will be treated in accordance with the MSA, the Merchant shall bear all liabilities towards any disputes or refunds or Chargebacks raised by Customers or any third parties due to such fluctuations in the currency rates or disruptions in the foreign exchange market. PayU shall not have any liability for any losses resulting to the Merchant from any fluctuations in exchange rates or disruptions in the foreign exchange market and such liability will be solely of the Merchant.
 - (h) The Merchant agrees that each time its Customers use the Multicurrency Payment Feature made available to the Merchant by PayU to make determination of the amount payable by the Customers in any one of the Authorised Currencies, a charge is levied on PayU and that PayU will be entitled to charge such Customers a fee for making such determination ("**Currency Calculator Fee**") with respect to the Customer Charge payable, at such rate as may be specified by PayU at the time of the Customer making the payment of the Customer Charge, upon the Customer consenting for the same.
- (iv) **Fetch and Pay**
- (a) PayU has entered into arrangement with various third party application providers ("**Third Party Apps**") pursuant to which PayU has agreed to facilitate a solution for the Merchant to collect payments made by the Customers through the Third Party Apps for the products/services offered by the Merchant ("**Fetch and Pay**").
 - (b) PayU shall act as an intermediary between the Merchant and the relevant Third Party App through the API Integrations. The Merchant agrees that PayU shall obtain from the Merchant the details and/or subscription plans provided by the Customer on the Third Party Apps by way of API calls.
 - (c) The Merchant agrees that all payments shall be processed through the Third Party App or the PayU Site.
 - (d) The Merchant agrees that all settlements in connection with Fetch and Pay shall be processed in accordance with the Special Terms and Conditions for Payment Mechanisms.
- (v) **Recurring Payments: E-mandate Services on Authorised Cards**
- (a) For providing the E-mandate Services on Authorised Cards ("**E-mandate Services on Authorised Cards**"), PayU has integrated with various third parties including Issuing Institutions, and technology providers ("**Partner Entities**") and has developed a platform to provide the E-mandate Services on Authorised Cards to the Merchant ("**SI Hub Platform**").
 - (b) SI Hub Platform shall be offered by PayU to the Customers of the Merchant to register or de-register the E-mandate on Authorised Cards ("**E-mandate on Authorised Cards**") in accordance with the process specified by PayU from time to time. For each E-mandate on Authorised Cards registered through the SI Hub Platform, PayU will provide a unique identifier for subsequent processing and tracking of the E-mandate through the SI Hub Platform ("**PayU SI ID**").



- (c) In addition, for the E-mandate on Authorised Cards registered through the SI Hub Platform, PayU also provides PayU Services for processing and settlement of the Transaction using the E-mandate (“**Charge Transaction**”).
- (d) The Merchant confirms that E-mandate Services on Authorised Cards shall be available only for such Issuing Institutions enabled by PayU through the SI Hub Platform. PayU shall upon the Merchant’s request, update the Merchant with the list of banks for which E-mandate Services on Authorised Cards are enabled by PayU. For registering an E-mandate on Authorised Cards , the Merchant shall ensure that it obtains the required details from the Customers in the format provided by PayU and create necessary Customer interface for the same.
- (e) For registering an E-mandate on Authorised Cards on Authorised Cards, the Merchant shall ensure to provide required details to PayU in the format provided by PayU. The Merchant shall ensure that the details for registering the E-mandate on Authorised Cards are true and correct and are duly provided by the Merchant on an ‘as is’ basis and shall be solely liable for the same.
- (f) The Merchant agrees that E-mandate Services on Authorised Cards on Authorised Cards through SI Hub Platform shall be provided by PayU in accordance with the terms of the MSA and the integration document provided and updated by PayU from time to time. Merchant shall at its own cost integrate with the SI Hub Platform for availing E-mandate Services on Authorised Cards .
- (g) The Merchant agrees that an E-mandate on Authorised Cards can be registered only with the consent of the Customer obtained in the manner specified by PayU from time to time. Depending upon the integration with SI Hub Platform, such consent of the Customer can be obtained by PayU or by the Merchant. In the event the Merchant is obtaining the consent of the Customer to tokenize the card and register the E-mandate on Authorised Cards , the Merchant shall ensure to clearly inform the Customer about the purpose and tenure of the E-mandate on Authorised Card, and the charges that will be made on the Customer Account. The Merchant shall maintain the records of all Customers’ approval to the E-mandate on Authorised Cards registered and provide the same to PayU, Partner Entities, Acquiring Institutions and Issuing Institutions as and when required.
- (h) The Merchant shall also inform the Customer that in order to avail E-mandate Services on Authorised Cards , the details of the Customer will be shared by the Merchant with PayU and that PayU shall further share such details with Partner Entities involved in the process of providing E-mandate Services on Authorised Cards through SI Hub Platform. Such information collected by PayU and Partner Entities shall be processed in accordance with the respective privacy policies of PayU and such Partner Entities.
- (i) The Merchant agrees that E-mandate on Authorised Cards shall be registered only when all the parameters prescribed under Applicable Laws are complied with and at the sole discretion of PayU and the Partner Entities. No E-mandate on Authorised Cards for a transaction value of more than INR 15,000 (fifteen thousand) (or such other limit as may be prescribed by RBI from time to time) can be registered.
- (j) For each E-mandate on Authorised Cards registered, PayU will generate PayU SI ID which will be unique ID for each E-mandate on Authorised Cards registered by the Merchant. The Merchant shall ensure to save the PayU SI ID and provide the same to PayU for processing Charge Transaction using the Payment Aggregation Services.
- (k) The Merchant shall provide an option to the Customer to opt-out of the E-mandate on Authorised Cards, provided by the Customer. The Merchant undertakes and agrees to not process the Transaction enabled by E-mandate on Authorised Cards for the Customers who have opted-out. In addition, the Merchant also understands that Customers may directly withdraw their consent through the Partner Institution or PayU or Partner Entities.
- (l) The Merchant agrees that prior to raising a request to debit Customer Account for the recurring payment, the Merchant shall atleast 3 (three) days prior to the due date of processing the Charge Transaction, provide the details of E-mandate on Authorised Cards including PayU SI ID and other information as specified by PayU, intimating PayU regarding the payment Transaction to be processed. PayU shall process such intimation through the SI Hub Platform and inform the Customer in the manner prescribed under the Applicable Laws.
- (m) The Merchant understands that the intimation by the Merchant for processing of the recurring payment before the due date of the Charge Transaction shall not be treated as a successful payment Transaction. The Merchant further understands that the processing of all such Charge Transactions shall be at the discretion of the Partner Institutions, PayU and Partner Entities.
- (n) The Merchant understands that Charge Transaction shall be processed in accordance with Special Terms and Conditions for Payment Mechanisms and all provisions of the Special Terms and Conditions for Payment Mechanisms shall be applicable to Charge Transactions *mutatis mutandis*.



- (o) The Merchant understands that upon processing a transaction using E-mandate Services on Authorised Cards the Merchant may receive a Chargeback or dispute relating to the payment Transaction processed. The Merchant understands that notwithstanding anything stated under the MSA, the Merchant shall be solely responsible for any such Chargeback or liability arising from such disputes including any fee, fine, penalty etc. as may be imposed by the Partner Institutions, Partner Entities or any regulatory authority. The Merchant understands that relevant provisions of the Special Terms and Conditions for Payment Mechanisms shall be applicable to such Chargeback or disputes *mutatis mutandis*.
 - (p) The Merchant further agrees that it is validly authorised under the Applicable Laws to take E-mandate on Authorised Cards from the Customer and obtain the details of the Customer Account including the card number and CVV.
 - (q) The Merchant shall maintain the records of all Customers' consents in relation to the registered E-mandate on Authorised Cards on the Merchant Site and provide the same to PayU and the Partner Institutions, as and when required.
- (vi) **UPI Autopay on RuPay CC**
- (a) UPI Autopay on RuPay CC will enable the Customers to set-up a recurring payment with the Customer's UPI ID or UPI virtual payment address (VPA) ("**UPI ID**"). Based upon the Customer's confirmation to avail UPI Autopay on RuPay CC and on the basis of the frequency of the recurring payments set-up by the Customers on Merchant Site, the recurring payments feature would be processed using the linked RuPay credit card of the Customer ("**Recurring RuPay CC E-mandate Instructions**"). The Merchant shall ensure to inform the Customers that a successful registration of a Recurring RuPay CC E-mandate Instructions is dependent upon confirmation and approval of the Issuing Institution who has issued a valid RuPay credit card to the Customer.
 - (b) The Merchant shall ensure to seek and record an explicit approval/consent of the Customer at the time of set-up of every Recurring RuPay CC E-mandate Instruction for sharing of such details with PayU and its service providers/Acquiring Institution /partners/agents, including Customer's UPI and RuPay credit card details, as may be required by them, in order to avail UPI Autopay on RuPay CC. The Merchant shall ensure to intimate the Customer on successful set-up of the Recurring RuPay CC E-mandate Instruction. The Merchant shall ensure that it has obtained the Customer's consent in the manner and format as may be specified by PayU from time to time. While obtaining such consent, the Merchant shall ensure to clearly inform the Customer about the purpose, tenure and charge that will be made on RuPay credit card.
 - (c) For processing a payment through UPI Autopay on RuPay CC, the Merchant agrees to send such details to PayU in such form and manner as may be specified by PayU from time to time, including without limitation, recurring E-Mandate amount, recurring E-Mandate frequency and start and end date of a recurring E-Mandate. The Merchant confirms that PayU will process Recurring RuPay CC E-mandate Instructions strictly as per the Recurring RuPay CC E-mandate Instructions set-up by a Customer and as passed-on to PayU by the Merchant.
 - (d) The Merchant shall ensure to send necessary reminders to Customers before each recurring payment is due or is deducted (as prescribed by the Applicable Laws from time to time) and shall also ensure to provide an option to each Customer to opt-out from or stop the Recurring RuPay CC E-mandate Instruction.
 - (e) The Merchant confirms that all responsibility with respect to correctness and genuineness of any transaction processed using UPI Autopay on RuPay CC shall be of the Merchant and Issuing Institutions, and PayU or the Acquiring Institutions shall not be responsible for verifying the content of any Recurring RuPay CC E-mandate Instructions or any transactions processed through UPI Autopay on RuPay CC including, without limitation, the accuracy, adequacy or genuineness thereof.
 - (f) The Merchant shall maintain necessary records of all Customers' approvals/consents in relation to the UPI Autopay on RuPay CC and provide the same to PayU, Acquiring Institutions, nodal banks or any regulatory authority as and when required.
 - (g) The Merchant shall ensure to pass-on details of all Recurring RuPay CC E-mandate Instructions registered by each Customer with the Merchant and all Transactions processed using UPI Autopay on RuPay CC by PayU shall be subject to the terms of the MSA.
 - (h) The Merchant confirms that all obligations agreed by the Merchant, including without limitation, those relating to Chargebacks, returns, refunds or disputes related, as agreed in terms of the MSA, are applicable to Transactions processed using RuPay CC on UPI and UPI AutoPay on RuPay CC. The Merchant shall be solely liable for such Chargebacks or disputes including any fees, fines, costs, penalties and damages as may be imposed by Acquiring Institutions, Issuing Institutions, Card Schemes or under any NPCI guidelines or operating procedures.



- (i) The Merchant shall abide by the rules, regulations, roles, responsibilities and processes as specified by NPCI procedural guidelines as provided on www.npci.org.in and as amended or updated from time to time, including without limitation, any changes or amendments specified by RBI from time to time and these shall be complied with by the Merchant immediately with effect from the respective effective dates of the above.
- (vii) **UPI Autopay on PPI**
- (a) UPI Autopay on PPI will enable the Customers to set-up a recurring payment with the Customer's UPI ID or UPI ID. Based upon the Customer's confirmation to avail UPI Autopay on PPI and on the basis of the frequency of the recurring payments set-up by the Customers on Merchant Site, the recurring payments feature would be processed using the linked PPI of the Customer ("**Recurring PPI E-mandate Instructions**"). The Merchant shall ensure to inform the Customers that a successful registration of a Recurring PPI E-mandate Instruction is dependent upon confirmation and approval of the Issuing Institution who has issued a valid PPI to the Customer.
 - (b) The Merchant shall ensure to seek and record an explicit approval/consent of the Customer at the time of set-up of every Recurring PPI E-mandate Instruction for sharing of such details with PayU and its service providers/Acquiring Institutions/partners/agents, including Customer's UPI and PPI details, as may be required by them, in order to avail UPI Autopay on PPI. The Merchant shall ensure to intimate the Customer on successful set-up of the Recurring PPI E-mandate Instruction. The Merchant shall ensure that it has obtained the Customer's consent in the manner and format as may be specified by PayU from time to time. While obtaining such consent, the Merchant shall ensure to clearly inform the Customer about the purpose, tenure and charge that will be made on PPI.
 - (c) For processing a payment through UPI Autopay on PPI, the Merchant agrees to send such details to PayU in such form and manner as may be specified by PayU from time to time, including without limitation, recurring e-mandate amount, recurring e-mandate frequency and start and end date of a recurring e-mandate. The Merchant confirms that PayU will process Recurring PPI E-mandate Instructions strictly as per the Recurring PPI E-mandate Instruction set-up by a Customer and as passed on to PayU by the Merchant.
 - (d) The Merchant shall ensure to send necessary reminders to Customers before each recurring payment is due or is deducted (as prescribed by Applicable Laws from time to time) and shall also ensure to provide an option to each Customer to opt-out from or stop the Recurring PPI E-mandate Instruction.
 - (e) The Merchant confirms that all responsibility with respect to correctness and genuineness of any transaction processed using UPI Autopay on PPI shall be of the Merchant and Issuing Institution, and PayU or the Acquiring Institution(s) shall not be responsible for verifying the content of any Recurring PPI E-mandate Instructions or any transactions processed through UPI Autopay on PPI including, without limitation, the accuracy, adequacy or genuineness thereof.
 - (f) The Merchant shall maintain necessary records of all Customers' approvals/consents in relation to the UPI Autopay on PPI and provide the same to PayU, Acquiring Institutions, nodal banks or any regulatory authority as and when required.
 - (g) The Merchant shall ensure to pass-on details of all Recurring PPI E-mandate Instructions registered by each Customer with the Merchant and all Transactions processed using UPI Autopay on PPI by PayU shall be subject to the terms of the MSA.
 - (h) The Merchant confirms that all obligations agreed by the Merchant, including without limitation, those relating to Chargebacks, returns, refunds or disputes related, as agreed in terms of the MSA, are applicable to Transactions processed using PPI on UPI and UPI AutoPay on PPI. The Merchant shall be solely liable for such Chargebacks or disputes including any fees, fines, costs, penalties and damages as may be imposed by Acquiring Institutions, Issuing Institutions, Card Schemes or under any NPCI guidelines or operating procedures.
 - (i) The Merchant shall abide by the rules, regulations, roles, responsibilities and processes as specified by NPCI procedural guidelines as provided on www.npci.org.in and as amended or updated from time to time, including without limitation, any changes or amendments specified by RBI from time to time and these shall be complied with by the Merchant immediately with effect from the respective effective dates of the above.

(viii) **Affordability Services – Offers Engine**

The Offers Engines is being offered by PayU as in accordance with the terms and conditions available at <https://payu.in/affordability-services-terms-and-conditions-offer-engine/> which are deemed to be incorporated in these Terms and Conditions for Availing PayU Services by reference to the extent relevant, and are irrevocably and unconditionally accepted by the Merchant.

(ix) **Maximizer**



- (a) The Maximizer is being offered by PayU as in accordance with the terms and conditions in relation to Maximizer available at <https://payu.in/maximizer-terms-and-conditions/> ("Maximizer T&Cs") which are deemed to be incorporated in these Terms and Conditions for Availing PayU Services by reference to the extent relevant, and are irrevocably and unconditionally accepted by the Merchant.
 - (b) The activation of Maximizer will provide the Merchant, amongst others, the ability to dynamically route the payment Transactions being initiated on the Merchant Site to specific Payment Service Providers (as defined in the Maximizer T&Cs) based on the Routing Instructions (as defined in the Maximizer T&Cs) provided by the Merchant.
- (x) **ALT ID Services**
- (a) PayU will act as a requestor ("ALT ID Requestor") and will integrate with the Card Schemes to enable the generation of an alternate ID ("ALT ID"), together with an ALT ID expiry cryptogram information, each time the Customer uses his/her unsaved card ("ALT ID Services") for the purposes of processing payment transactions of the Customers.
 - (b) PayU will provide the ALT ID (in form of a numeric or alphanumeric code) generated for each Customer of the Merchant and provided to it by the Card Schemes at the time of guest checkout while completing a Transaction on the Merchant Site in accordance with the Applicable Laws.
 - (c) ALT ID Services will be provided by PayU in accordance with and subject to the terms and conditions specified by under the relevant Card Scheme Rules and in a manner compliant with the Applicable Laws.
 - (d) Merchant agrees that PayU Services shall be provided by PayU in accordance with the terms of the MSA and the integration documents provided and updated by PayU from time to time. The Merchant or its service provider shall at its own cost integrate with PayU for availing PayU Services.
 - (e) The Merchant understands that the ALT ID Services shall be available only for such Card Schemes which have integrated with PayU for ALT ID Services.
 - (f) The Merchant shall ensure that: (A) it shall be responsible for safely storing the ALT ID where so permitted by PayU and Applicable Laws and sharing the same with PayU for processing payment transactions (to the extent applicable); (B) for storing of ALT ID, it should be PCI DSS certified and should comply with the relevant requirements and conditions prescribed under the Applicable Laws; (C) it promptly provides necessary, accurate and complete, information, documents and details that is required by PayU to provide the ALT ID Services; (D) neither itself, or a third party stores the underlying card details of the Customers; and (E) the website or application for which ALT ID Services are enabled, will be as mutually agreed between the Parties.
 - (g) The Merchant will provide such information and documents (and updated information and documents, as applicable) as may be reasonably requested by PayU from time to time for the purpose of PayU's compliance with relevant Card Scheme's requirements.



CHAPTER II

GENERAL TERMS AND CONDITIONS FOR PAYU SERVICES

5 SCOPE OF THE GENERAL T&Cs

- 5.1 These General T&Cs applies to the entire contractual relationship between the Parties and in relation to all PayU Services. It is understood that the applicability of the relevant terms under the Service-Specific T&Cs will depend on the nature of the PayU Services opted for by the Merchant and agreed to be provided by PayU.
- 5.2 The Merchant shall pay to PayU applicable Service Fees specified by PayU in relation to the various services availed by it from PayU, as set out in the MSA, as may be updated or revised from time to time. Such revisions will be notified by PayU to the Merchant by way of a prior intimation.

6 SCOPE OF THE PAYU SERVICES

- 6.1 For availing PayU Services, the Merchant is required to strictly implement the API Integrations specified as per the Integration Specifications provided by PayU to the Merchant to enable PayU Services on Merchant Site. PayU has also entered into agreements with various Acquiring Institutions/Partner Institutions to process payments using Acquiring Institutions Services, in order to provide the PayU Services.
- 6.2 The Merchant shall have the option to opt for one or more of the PayU Services to avail the Payment Aggregation Services together with the Platform Features, the Value Added Services and/or the Technology Services, and to enable its Customers to make payments to the Merchant either through the Merchant Site or directly through the platform provided by PayU. If the Merchant has not opted for any one or more of the PayU Services on the date of the MSA and elects to do so on a subsequent date, the Merchant can do so by requesting the same by way of an email from its Registered Email ID or through the Merchant Dashboard (whichever option is provided by PayU). PayU may confirm the provision of the PayU Service(s) by: (i) sending an email intimating the Merchant about PayU's confirmation; (ii) executing (electronically or otherwise) one or more Service Addendums, as applicable; and/or (iii) activating the PayU Service(s) for use by the Merchant, and any such action by PayU shall be deemed to be PayU's confirmation.
- 6.3 PayU will act as a technology service provider by creating a link between the Merchant Site for collecting or receiving the Transaction information from the Merchant and the respective Acquiring Institutions by means of the API Integrations with the PayU Site, for enabling the Customers to make payment of the Customer Charge to the Merchant for Transactions processed using the Payment Mechanism provided by PayU.
- 6.4 Once the payment instruction is Authenticated and Authorised by the relevant Acquiring Institutions in respect of a Transaction, the Acquiring Institutions will transfer such approved Customer Charge from the Customer Account to PayU's Collection Account.

7 APPROVAL AND REGISTRATION FOR AVAILING PAYU SERVICES

- 7.1 The Merchant shall: (i) disclose in the Application Form the exact Purpose for which the Merchant will use the PayU Services (and for any PayU Service to be availed on a subsequent date, disclose to PayU in writing the exact purpose for which the Merchant will use such PayU Service); (ii) avail the PayU Services only through its designated Merchant Site or any other mode approved by PayU; and (iii) obtain the prior written approval of PayU to use the PayU Services for any other purpose.
- 7.2 In order to avail PayU Services, the Merchant irrevocably and unconditionally accepts that: (i) the Merchant must first be approved by and registered with PayU and the Partner Institutions; (ii) the Merchant shall provide PayU with all such documents as are required by PayU to register the Merchant with PayU and the Partner Institutions and for the purpose of carrying out the KYC Checks on the Merchant by PayU and the Partner Institutions; (iii) the Merchant shall complete the process of KYC Checks with PayU and the Partner Institutions within the timelines specified by PayU ("**KYC Check Period**"); and (iv) the Partner Institutions have the right to withdraw their approval/ consent at any time prior to or after commencement of the PayU Services.

8 CONNECTIVITY AND INTEGRITY OF HOTLINK

- 8.1 The Merchant agrees that PayU has granted or will grant to the Merchant only a revocable, non-exclusive, non-transferable right to use the API Integrations and Integration Specifications solely for integrating the Merchant Site, where applicable. Both Parties shall work together to link the PayU Site with the Merchant Site using API Integrations. The Merchant agrees that it shall be solely responsible, at its own cost, for providing and maintaining all necessary equipment, software and facilities at its end so as to link the Merchant Site to PayU Site using API Integrations. Each Party shall cooperate with the other Party and render assistance to it for connecting the respective software systems of the Parties.
- 8.2 For security of data during transmission in the course of enabling Customers to make payments, both Parties shall ensure that there are proper encryption and robust security measures at their respective websites and systems to prevent any hacking into information pertaining to Transactions.
- 8.3 The Merchant irrevocably and unconditionally confirms that:
- (i) it shall comply with the baseline technology related recommendations prescribed by the RBI from time to time;



- (ii) PayU shall be entitled: (a) to undertake comprehensive security assessment to ensure that technology related requirements are being adhered to by the Merchant; and (b) at its sole discretion specify any required upgrades or changes which the Merchant shall promptly implement;
- (iii) it has read and understood the contents of the Integration Specifications provided by PayU for completion of integration of Merchant Site with PayU Site using API Integrations and the integrity of the Hotlink;
- (iv) Integration Specifications include, without limitation, tools, applications, sample codes, libraries, data, files and any updates, upgrades, patches or releases related to the foregoing that PayU makes available to the Merchant for the purposes of integration of Merchant Site with PayU Site using API Integrations and the integrity of the Hotlink;
- (v) any upgradation in relation to Integration Specifications as communicated by PayU to the Merchant from time to time shall be implemented by the Merchant forthwith and the Merchant shall not present any Transactions for processing using PayU Services until the upgradation suggested by PayU have been fully implemented by the Merchant.
- (vi) it is the sole and independent responsibility of the Merchant to complete the integration strictly as per the Integration Specifications;
- (vii) any loss, cost, charges, liabilities, damages, fee, penalties or losses of any nature whatsoever arising from the Merchant not meeting any requirements of any upgradations suggested by PayU or not meeting any Integration Specifications shall be the sole liability of the Merchant and PayU shall not be liable or responsible in any manner for the same;
- (viii) it shall: (a) take all such precautions and measures as may be directed by PayU to ensure that there is no breach of security and that the integrity of the Hotlink and the API Integration is maintained; (b) ensure that all Customers upon accessing the Hotlink are properly directed to PayU Site; and (c) routinely and at such time intervals, as may be specified by PayU or the Acquiring Institutions, check the integrity of the Hotlink and provide such reports as may be required by PayU or Acquiring Institutions from time to time; and
- (ix) it shall use the salt and key provided by PayU only on the designated Merchant Site and shall obtain the prior written approval of PayU to use the salt and key on any other website/platform.

9 AUTHORISATION AND AUTHENTICATION OF TRANSACTIONS

- 9.1 The Partner Institutions will authenticate, authorise, and process payment instructions given by the Customers on the Merchant Site in respect of the Transactions upon fulfilment of criteria as set forth by the Partner Institutions from time to time and thereafter transfer such approved Customer Charge from the Customer Account to PayU's Collection Account.
- 9.2 The Merchant irrevocably and unconditionally confirms that: (i) PayU and/or the Partner Institutions may reject authorisation of Transactions placed by Customers for any reason including but not limited to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of banned items, use of compromised Authorised Cards, use of blacklisted/banned cards or pursuant to Applicable Laws or any instructions from (or contained in) any guidelines or instructions by or through RBI and/ or the Partner Institutions or any Card Scheme Rules; (ii) as a part of risk management activities, PayU and/or the Partner Institutions reserve the right to limit or restrict Transaction size, amount and/or monthly volumes at any time and that such limitations or restrictions may be imposed for amongst others limits/restrictions on number of purchases which may be charged on an individual Authorised Card or Net Banking Account during any time period, rejection of Customer Charge from Customers with prior history of questionable charges and unusual monetary value of Transactions; and (iii) as a security measure, PayU may block any card number, account numbers, group of cards or Transactions from any specific blocked or blacklisted Customer cards, accounts, groups of IP addresses, devices or geographic locations as PayU may deem fit at its sole discretion including, without limitation, taking or imposing further risk mitigation measures. Intimation or information in relation to the Transactions affected by any of (ii) or (iii) above will be provided by PayU on the Merchant Dashboard.

10 SETTLEMENT TO THE MERCHANT

- 10.1 Subject to any other provisions of the MSA and receipt of remittance from the Partner Institutions in PayU's Collection Account PayU shall endeavour to instruct the Escrow Banks to transmit the Settlement Amount from PayU's Collection Account, to the Merchant Bank Account within the Settlement Period.
- 10.2 The Merchant irrevocably and unconditionally confirms:
 - (i) that transmission of the Settlement Amount to the Merchant Bank Account shall be subject to reconciliation of the Customer Charge by the Partner Institutions and PayU after actual receipt of Customer Charge in PayU's Collection Account, subject to Merchant providing Proof in relation to the Transaction to PayU upon such demand being made by PayU;
 - (ii) PayU and/or the Partner Institutions reserve the right to reject payments with respect to any Customer Charge for any reason including, without limitation for: (a) any Transactions that may be unlawful, unenforceable, doubtful or erroneous; (b) potential or actual fraud, suspicious activities, card Authentication and Authorisation issues, overpayment made due to mathematical errors or otherwise; (c) penalties incurred, Transaction related issues, issues related to Delivery, Customer Charge or Product; or (d) if the Transaction was not made in accordance with the requirements of PayU, the Acquiring Institutions or the Card Schemes; and



- (iii) in the event of Chargeback, refunds or other Outstanding Amounts remaining due from the Merchant to PayU, the Partner Institutions or Customers: (a) PayU and/or the Acquiring Institutions reserve the right to reverse the credit given to the Merchant Bank Account or set-off the same against any Settlement Amount payable to the Merchant; and (b) PayU and/or the Acquiring Institutions may also deduct the payment amount due from future Settlement Amounts payable to the Merchant.
- 10.3 Notwithstanding any other provision of the MSA, if PayU and/or the Acquiring Institutions determine that the Merchant is incurring excessive amount of Chargebacks, PayU may establish controls or conditions governing the Transactions contemplated under the MSA, including without limitation, by: (i) establishing any new Service Fees; (ii) requiring the Merchant to provide a Reserve as determined by PayU to cover anticipated Chargebacks; (iii) delaying the settlement/establishing new settlement remittance timelines; and (iv) terminating or suspending the PayU Services.
- 10.4 The Merchant agrees to provide necessary documents and information within the timelines specified by PayU as per Card Scheme Rules and/or RBI and/or relevant governmental authorities in the event of a Customer dispute or Chargeback. The Merchant confirms that if the Merchant fails to provide the necessary documents/ information required by the Partner Institutions for establishing the authenticity of the Transactions: (i) PayU may at its sole discretion provide such documents and information to the Partner Institutions on behalf of the Merchant as may be available with PayU; and (ii) if the Partner Institution rejects the Chargeback or otherwise decides in favour of the Merchant, PayU shall be entitled to retain the Chargeback amount in relation to such Transactions, as consideration for the actions taken by PayU.
- 10.5 The Settlement Amount due to the Merchant under the MSA may be suspended or delayed till such time as PayU deems fit in cases, amongst others, where: (i) the Merchant or any Customer violates or is suspected of violating any Applicable Laws; (ii) PayU and/or the Partner Institutions have reasons to believe that a fraud has been committed against any Customer, PayU, Acquiring Institutions or any third party by the Merchant or any other third party, or PayU has reasons to believe that the Merchant or any Customer has, in connivance with any other person or otherwise, committed any fraud or participated in the same, or any transaction has been fraudulently initiated; (iii) the Merchant has excessive pending Chargebacks or poses high Chargeback and/or refund risk; (iv) PayU and/or the Partner Institutions have reasons to believe that the Merchant is dealing in Products which are illegal or offensive or restricted or banned as per the List of Banned Items; or (v) there are regular instances of non-Delivery or delayed Delivery of Products to Customers.
- 10.6 The Merchant agrees that it shall be fully liable to return/refund to PayU any extra funds settled to the Merchant, within 7 (seven) days of intimation by PayU. Subject to the other clauses of the MSA, in the event that the Settlement Amounts to be transferred to the Merchant have not been transferred, PayU shall endeavour to settle the relevant Settlement Amount to the Merchant's account within 7 (seven) days of notification from the Merchant.
- 11 RECONCILIATION**
- The Merchant agrees to promptly: (i) complete the reconciliation of the Transactions on the basis of Transaction details made available by PayU, to confirm the Settlement Amount against each of the Transaction(s) concluded using PayU Services; and (ii) report any discrepancy during such reconciliation to PayU immediately upon first knowledge of such discrepancy or within 5 (five) days of receipt of Settlement Amount, whichever is earlier, failing which the reconciliation statement provided by PayU shall be final and binding on the Merchant.
- 12 RESERVE AND RECOVERY RIGHTS**
- 12.1 PayU may require the Merchant to create a Reserve from time to time by placing funds with PayU and/or create such Reserve from any Settlement Amounts available with PayU against Chargeback risk, credit risk, refund risk, refund overdraft risk, non-Delivery issues, selling of banned or restricted items, non-payment of maintenance fees or any other amounts payable to PayU or any other indications of performance problems related to the Merchant's use of PayU Services. If the Merchant does not agree to the required Reserve amount with PayU within 7 (seven) days of a notice issued by PayU for the same, or fails to provide the agreed Reserve amount, PayU reserves the right to suspend and/or terminate, without further notice: (i) any Settlement Amount payable to the Merchant; and/ or (ii) the PayU Services.
- 12.2 The Merchant irrevocably and unconditionally confirms that PayU shall be entitled to use the Reserve or any balance in the Settlement Amount available in any or all of the merchant identification number(s) issued to the Merchant, to set-off any Outstanding Amounts payable by the Merchant to PayU, the Partner Institutions and/or Customers under the MSA.
- 12.3 If the Settlement Amount payable to the Merchant and/or the Reserve (if any) is not sufficient to cover the Outstanding Amount, the difference thereof shall be a debt due from the Merchant to PayU and be forthwith payable by the Merchant and recoverable by appropriate legal action, as deemed fit by PayU. Without prejudice to PayU's rights and remedies, if the Merchant does not make any payment to PayU by its due date or on demand, PayU shall be entitled to charge interest on such overdue amount from the due date until the date of payment thereof in full, at the rate of 1.5% per month. The provisions of this clause shall not in any manner preclude or restrict PayU from recourse to any other remedies available to it under the Applicable Laws or otherwise, at law or in equity. The Merchant agrees that any such interest is not in the nature of penalties and that such charges are a genuine pre-estimate of loss.
- 13 REPRESENTATIONS AND COVENANTS OF MERCHANT**
- 13.1 The Merchant represents that: (i) it is duly organised and validly existing under the laws of the jurisdiction in which it is established; (ii) it has the requisite power and authority to execute, deliver and perform the MSA and the MSA has been duly and validly authorised, executed and delivered by it; (iii) its obligations hereunder constitute legal, valid, binding and



enforceable obligations; (iv) the execution and delivery of the MSA and the consummation of the transactions contemplated herein does not breach its organisational documents or any Applicable Law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval; (v) the person executing the MSA on behalf of the Merchant is duly authorised to execute the MSA for and on behalf of the Merchant and has the authority to bind the Merchant accordingly; (vi) all particulars, information and details provided by the Merchant to PayU under the MSA are true, correct, complete and up to date in all respects and no information has been withheld, and the Merchant understand that such particulars, information and details provided by Merchant shall form the basis for offering the PayU Services the Merchant; (vii) it has the legal right and title to sell Products offered by it to the Customers by using the PayU Services; (viii) it has adopted and implemented the best service standards in the industry to ensure Delivery of all Products paid for on the Merchant Site to Customers in accordance with the highest standards; (ix) only the authorised personnel of the Merchant are given access to the Merchant Dashboard provided by PayU; and (x) it has an appropriate cancellation policy, refund policy, privacy policy, disclosures/disclaimers, terms of use pertaining to the Merchant Site, the terms of the Products provided by it and terms of paying the Customer Charge are displayed conspicuously on the Merchant Site and in accordance with the terms of the MSA.

13.2 The Merchant covenants and undertakes that it shall:

- (i) comply with the Applicable Law while availing the PayU Services, and not offer any Products, which are illegal or offensive or banned as per the List of Banned Items and/or are not in compliance with Applicable Laws, whether central, state, local or of the jurisdictions from where Customers can place orders for Products;
- (ii) comply with the Applicable Laws during the entire term of the MSA, including but not limited to the following: (a) pertaining to data privacy; (b) pertaining to GST laws as may be applicable to Merchant including timely deposit of GST to the government and maintaining appropriate compliance ratings; and (c) pertaining to security practices and procedures as prescribed under Information Technology Act, 2000 the Digital Personal Data Protection Act, 2023 and rules, regulations and notifications issued thereunder, as may be applicable;
- (iii) maintain and operate the Merchant Site as a part of its business and shall ensure that the Merchant Site does not contain libellous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to PayU, the Acquiring Institutions, Card Schemes and/or any other third party;
- (iv) in writing inform PayU of all changes in its constitution, ownership, or change in the current addresses of registered office or primary place of business, within 7 (seven) Business Days of such change having taken place. Such intimation shall be provided on the Merchant's letterhead signed by the authorised signatory of the Merchant or in such other manner as PayU may specify;
- (v) forthwith upon request put up such notices or disclaimers or warranties as may be required by PayU and/or the Acquiring Institutions;
- (vi) comply with the Partner Institutions rules and Card Scheme Rules and all applicable rules, guidelines, instructions, requests and actions, as may be required by the Partner Institutions;
- (vii) it shall not engage in activities that harm the business and/or brand and/or reputation of PayU, the Acquiring Institutions and/or Card Schemes;
- (viii) ensure that its infrastructure and systems are compliant with the PCI DSS and PA DSS, and it shall provide security assessment reports, in the manner specified by PayU, on a monthly or quarterly or annual basis (as advised by PayU) demonstrating its compliance with the aforesaid security standards;
- (ix) promptly report to PayU any actual or suspected unauthorised access, collection, acquisition, use, transmission, disclosure, corruption or loss of any confidential information including the customer data and payments data;
- (x) remedy each security incident immediately upon knowledge and provide PayU with written details of the internal investigations conducted in this regard;
- (xi) duly fulfill all Transactions initiated by Customers in accordance with: (i) the terms and conditions agreed between the Merchant and the Customer; and/or (ii) instructions of the Customer;
- (xii) be solely liable for quality, efficiency and merchantability of the Products and for ensuring that the Products meet the expectations of Customers;
- (xiii) ensure that the rates communicated to Customers by the Merchant for Products include all applicable taxes;
- (xiv) neither collect nor save any payments information of the Customer including, without limitation, any details relating to Authorised Cards on the Merchant Site nor collect any payments data including the card details from the Customer, and agrees that PayU may carry out a security audit of the Merchant to check its compliance with this requirement;
- (xv) be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Products offered by the Merchant;
- (xvi) it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including, without limitation, withholding taxes) in relation to the Customer Charge and the PayU Services provided under the MSA;
- (xvii) prior to accepting any instructions from the Customers, ensure that the Customers: (i) are duly registered with the Merchant and/or on the Merchant Site, as applicable; and (ii) have accepted all the Merchant's terms and conditions; and



- (xviii) in the event that the Merchant decides to display logos of any of the Partner Institutions to its Customers on the Merchant Site and/or other marketing materials, ensure that it prominently displays the logos of all the respective Partner Institutions in the same manner and without any discriminatory treatment to any one of them and in accordance with the guidelines and/or directions provided by each of the respective Partner Institutions. In addition, the Merchant shall not promote, dissuade or impose restrictions/conditions on any one Authorised Card or Payment Mechanism and/or Card Scheme over any other, exceptions being limited time bound tactical marketing programs with one or more Partner Institutions.

14 REPRESENTATIONS AND WARRANTIES OF PAYU

PayU represents, warrants and undertakes that: (i) it is duly organised and validly existing under the laws of the jurisdiction in which it is established; (ii) it has the requisite power and authority to execute, deliver and perform the MSA and the MSA has been duly and validly authorised, executed and delivered by it; (iii) its obligations hereunder constitute legal, valid, binding and enforceable obligations; (iv) the execution and delivery of the MSA and the consummation of the transactions contemplated herein does not breach its organisational documents or any Applicable Law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval; (v) the person executing the MSA on behalf of PayU is duly authorised to execute the MSA for and on behalf of PayU and has the authority to bind PayU accordingly; and (vi) it shall comply with the Applicable Laws while offering PayU Services.

15 DELIVERY

- 15.1 The Merchant shall initiate Delivery of the Product to the Customer only upon confirmation of Transaction from PayU to the Merchant. The Merchant acknowledges that PayU shall give such confirmation only upon receipt of confirmation in respect of the Transaction from the respective Partner Institution.
- 15.2 The Merchant shall deliver the Product within the timelines agreed with the Customer and shall keep the Customer updated in the event of any delays.
- 15.3 The Merchant shall ensure that it maintains the Proof for the Product with respect to each Transaction concluded by a Customer, whether initiated through the Merchant Site or otherwise, for a period of at least 1 (one) year from the date of such Delivery. This Proof shall be made available for inspection by PayU and/or the Partner Institutions at all times during working hours on Business Days. Notwithstanding any other clause of the MSA, the Merchant confirms that PayU and/or the Partner Institutions reserve the right to call for the Proof, at any time, before and/or after payment of Settlement Amount to the Merchant Bank Account with respect to any Transaction. PayU and/or the Partner Institutions shall have the right to reverse Customer Charge amount to the Customers and/or reject the Customer Charge to the Merchant, if the Proof is not provided upon request.
- 15.4 All risks associated with the Product and/or Delivery thereof by the Merchant shall be solely that of the Merchant and not PayU. Any and all disputes regarding quality, merchantability, non-Delivery, delay in Delivery or otherwise shall be resolved directly between the Merchant and the Customer without making PayU and/or the respective Partner Institution a party to such disputes.

16 REFUND AND RETURN POLICY

- 16.1 The Merchant agrees to process returns of, and provide refunds and adjustments for, Products sold and/or payment collected, whether through its Merchant Site or otherwise, in accordance with the MSA, the instructions issued by the Acquiring Institutions and Card Scheme Rules. The Merchant confirms that all refunds must be routed through the same Acquiring Institution through which the Transaction was made. In the event that the Merchant initiates refunds through any other mode, the Merchant shall be fully liable for all Chargebacks raised in respect of the Transaction refunded. The Merchant shall ensure that PayU shall at all times have sufficient funds of the Merchant to process any refunds initiated. PayU shall not be liable to process any refund initiated in the event of insufficient funds.
- 16.2 The Merchant agrees that no refund in relation to a Transaction shall be processed by PayU after a period of 180 (one hundred and eighty) days from the date of the Transaction.
- 16.3 The Merchant shall: (i) maintain a fair return, refund, cancellation or adjustment policy in accordance with its type of business; (ii) disclose its return or cancellation policy to Customers at the time of purchase of Products or service; (iii) not give cash refunds to a Customer in connection with a Transaction done using an Authorised Card, unless required by Applicable Law; and (iv) not accept cash or any other item of value for refund of a Transaction made through an Authorised Card. The Merchant further understands that all refunds must be routed through the Acquiring Institution's payment gateway through which the Transaction was made.
- 16.4 The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sale, except by the exact amount required to reimburse the Customer for postage (if any) that the Customer has paid towards return of the Product. The Merchant agrees that if its refund policy prohibits returns or is unsatisfactory to the Customer, the Merchant may still receive a Chargeback relating to the disputed Transaction.
- 16.5 The Merchant agrees that: (i) the Service Fees charged by PayU in respect of a Transaction that has been confirmed shall not be refunded or repaid by PayU to the Merchant or to the Customer or any other person irrespective of any: (a) Chargeback; or (b) the Customer Charge being rejected, refunded or disputed; and (ii) all payments with respect to refunds



and Chargebacks shall be the sole responsibility of the Merchant and PayU shall not be liable for any claims, disputes or penalties which may arise in connection with such refunds or Chargebacks to the Merchant or the Customer.

17 CUSTOMER SUPPORT

- 17.1 The Merchant shall be solely responsible for all Customer service issues relating to the Transactions and Products sold on its Merchant Site, including but not limited to Customer Charge, order fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with its personnel, policies or processes.
- 17.2 The Merchant shall provide customer support as per the Merchant's customer support policy (which shall at all times be in compliance with Applicable Laws including, without limitation, the Consumer Protection Act, 2019 and any rules and regulations issued thereunder, as amended). Such support shall include appropriate notice to Customers of means of contacting the Merchant including e-mail address and telephone number, in the event the Customer have questions/queries regarding the nature or quality of the Products and the procedures for resolving disputes.
- 17.3 The Merchant shall be solely responsible for handling and resolving all Customer complaints expeditiously and in no event beyond 30 (thirty) days from the date of lodging of such complaints.
- 17.4 The Merchant shall provide high quality Customer service and shall handle Customer complaints at its sole cost and expense and in compliance with timelines and procedures as specified herein or as prescribed under Applicable Laws. In this regard, the Merchant will always present itself as a separate entity from PayU.

18 INSPECTION

- 18.1 Except as otherwise required by Applicable Laws, the Merchant shall be solely responsible for: (i) compiling and retaining permanent records of all Transactions and other data; and (ii) reconciling all Transaction information that is associated with its Customers.
- 18.2 The Merchant shall maintain records in such manner as may be specified by PayU and/or the Acquiring Institutions. PayU and/or the Acquiring Institutions shall be entitled to check and audit records and statements of the Merchant to ensure compliance with the Merchant's obligations under the MSA at such intervals or times as PayU and/or the Acquiring Institutions may deem fit.
- 18.3 The Merchant shall also permit the authorised representatives of PayU and/or the Acquiring Institutions to carry out physical inspections of the place(s) of business or other facilities of the Merchant to verify if the Merchant is in compliance with its obligations hereunder.

19 RELATIONSHIP BETWEEN THE PARTIES

- 19.1 The relationship between PayU and the Merchant is on a principal-to-principal basis. Nothing in the MSA shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties or any of their Affiliates or Subsidiaries or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.
- 19.2 PayU: (i) has no connection or interest whatsoever in the business of the Merchant or the Products offered/marketed on the Merchant Site; (ii) does not in any manner take part in the business of the Merchant, directly or indirectly; and (iii) is not in any manner connected or concerned about the revenues of the Merchant or the Acquiring Institutions. PayU shall only provide the PayU Services to the Merchant in relation to the Merchant, the Customers and the Acquiring Institutions, as an independent entity and under the terms and conditions of the MSA.
- 19.3 PayU does not, and is not required to, monitor in any manner the use of the payment modes by the Customers for procuring/availing the Products of the Merchant. The Customers will be required to use the payment modes at their sole option and risks, and the Merchant shall notify this responsibility to all its Customers under the instructions provided by PayU.
- 19.4 The Merchant agrees that it shall, on demand by PayU, make payment to PayU of additional amounts in case the Merchant: (i) is found to be involved in any fraudulent/suspicious activities or dealing with banned/restricted items or is found to misuse or breach or non-adherence of the Integration Specifications provided by PayU; and/or (ii) has changed its line of business in breach of the MSA and/or Applicable Laws. Such additional amounts will be by way of liquidated damages and shall be determined by PayU at its sole discretion and PayU shall be entitled to deduct the relevant additional amounts from any funds, Reserve of the Merchant available with PayU or from any due or future Settlement Amounts (available in any or all of the merchant identification number(s) issued to the Merchant) payable to the Merchant. The Merchant irrevocably and unconditionally agrees that such additional amounts by way of liquidated damages represent a genuine pre-estimate of loss, liability and/or damages likely to be suffered by PayU and are not a penalty.

20 USE OF INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF API INTEGRATION

- 20.1 The Merchant: (i) grants to PayU, third party applications and their Affiliates the right to use, display and reproduce its name, brand name, logo, wordmark, trademark, service marks ("**Marks**") on a non-exclusive, royalty-free basis, solely in connection with the sales, marketing and advertising of the PayU Services (provided to the Merchant) to the public; (ii) releases PayU from all liability relating to the publication or use of the Marks for such purpose; and (iii) confirms that it has the requisite right to use all the Marks and to grant permission to use as stated herein. The Merchant shall retain all intellectual property rights in such Marks.



- 20.2 The Merchant shall prominently display on its website and/or in other online marketing materials, a statement/logo/marks/image provided by PayU relating to the PayU Services and that of the respective Acquiring Institutions providing the relevant Payment Mechanism. The Merchant must only use the logos/marks/images provided by PayU and no other.
- 20.3 Nothing in the MSA shall authorise either Party to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Party without its prior written consent, and the usage shall be in compliance with the MSA and such approval and policies as may be notified from time to time. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.
- 20.4 The Merchant irrevocably and unconditionally undertakes not to infringe the intellectual property rights of Acquiring Institutions and/or PayU respectively, whether directly or indirectly through any third party, in the Acquiring Institutions Services and software and/or the PayU Services and API Integrations. The Merchant warrants that it shall only use the PayU's API Integrations and the Acquiring Institutions software for the purposes of the MSA and only for the Merchant Site. The Merchant, its employees, contractors, agents or any other person empowered by the Merchant shall not use the API Integrations and/or Acquiring Institutions software in any form whatsoever, so as to: (i) design, realise, distribute or market a similar or equivalent software program; (ii) disclose to any person, make copies, adapt, modify, transform or rearrange the API Integrations or the Acquiring Institutions software for any reason whatsoever, including for the purpose, among other things, of creating a new software program or a derivative software program; (iii) allow unauthorised use of or access to the API Integrations and/or Acquiring Institutions software; (iv) disassemble, reverse engineer, reverse compile, decompile, decode or attempt to decode, create derivative works of the API Integrations and/or Acquiring Institutions software and/or the Integration Specifications; (v) allow the API Integrations and/or Acquiring Institutions software to be disassembled, reverse engineered, decompiled or decoded; and/or (vi) in any way override or break down any protection system integrated into the API Integrations and/or Acquiring Institutions software.
- 20.5 The Merchant: confirms that in the process of providing PayU Services, PayU will create or generate database(s) in relation to Transactions undertaken by the Customers and facilitated by the Merchant consistent with the requirements under Applicable Laws in a manner determined by PayU without any interference or claim from the Merchant.

21 CONFIDENTIALITY

- 21.1 Each Party agrees to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorised disclosure, copying, use, distribution, or transfer of possession of such information.
- 21.2 Dissemination of Confidential Information by each Party shall be limited to those employees with the need to such access for the advancement of the goals anticipated under the MSA. Each Party shall at no time disclose or allow its officers, directors, employees, representatives or subcontractors to disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party. Each Party agrees to protect the Confidential Information of the other Party with the same standard of care and procedures used by itself to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 21.3 The obligations set out in this clause shall not apply to Confidential Information that: (i) is or becomes publicly known other than through breach of this clause 21; (ii) is in possession of the Receiving Party prior to disclosure by the other Party; (iii) is independently developed by the Receiving Party; (iv) needs to be disclosed to professional advisers or in accordance with the order of a competent court, tribunal, regulatory or administrative authority; (v) is thereafter rightfully furnished to such Receiving Party by a third party without restriction by that third party on disclosure; or (vi) is required by Applicable Law, judicial court, recognised stock exchange, government department or agency or other regulatory authority, provided that sufficient notice is given of any such requirement by the Receiving Party to the Disclosing Party (to the extent permitted by Applicable Law) in order that the Disclosing Party may seek for an appropriate protective order or exemption from such requirement, prior to any disclosure being made by the Receiving Party and/or its Affiliates.
- 21.4 Such obligation of confidentiality shall continue for a period of 1 (one) year after the termination or expiry of the MSA.

22 GRIEVANCE REDRESSAL

- 22.1 The Merchant agrees to: (i) comply with the customer grievance redressal policy approved by PayU's board of directors available at <https://payu.in/grievance-policy/> ("**CGR Policy**") in connection with raising any grievance or complaint in connection with any PayU Service, (ii) cooperate with PayU and/or any third parties in order ensure the successful redressal of such grievance; (iii) ensure that all Customers will act in compliance with the CGR Policy, (iv) ensure that the Customers shall cooperate with PayU and/or any third parties in order ensure the successful redressal of such grievance; and (v) ensure that no Customer shall hold PayU liable or seek any remedy against PayU in the event any grievance raised by the Customer is not addressable by PayU or does not pertain to any deficiency of PayU's in connection with any PayU Service
- 22.2 The Merchant agrees that in the event any grievance raised by the Merchant is not addressable by PayU or does not pertain to any deficiency of PayU in connection with any PayU Service, the Merchant shall be suitably informed and guided to the appropriate third party in the PayU Services ecosystem. The Merchant hereby agrees to not hold PayU liable or seek any remedy against PayU in relation to any such deficiency in the PayU Services.

23 INDEMNITY

- 23.1 The Merchant irrevocably and unconditionally undertakes and agrees to indemnify, defend and hold harmless PayU, the Acquiring Institutions, their respective officers, directors, employees and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not



limited to, as a result of: (i) breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under the MSA; (ii) any particulars, information and details provided by the Merchant under or in connection with the MSA being untrue, incorrect or incomplete; (iii) breach of confidentiality and intellectual property rights obligations by the Merchant; (iv) any claim or proceeding brought by a Customer or any third party against PayU and/or the Acquiring Institutions in respect of any Products offered by the Merchant; (v) any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, contractors, agents, Customers or any third party; (vi) any hacking or lapse in security of the Merchant Site or the Customer data or misuse or non-compliance of the Integration Specifications by the Merchant; (vii) Chargebacks or refunds relating to the Transactions contemplated under the MSA; (viii) breach of Applicable Laws (including applicable RBI regulations/ guidelines, Card Scheme Rules, Acquiring Institutions rules) in force in India and/or in any place from where the Customer is making the Transaction and/or where the Product is or to be Delivered and/or where the respective Issuing Institution is incorporated/registered/established; and (ix) any fines, penalties or interest imposed directly or indirectly on PayU on account of the Merchant or the Transactions conducted through the Merchant Site;

23.2 The Merchant hereby irrevocably and unconditionally undertakes and agrees to indemnify and hold PayU and its Affiliates harmless against any loss, damage or fine that may be incurred or suffered by PayU arising from reasons such as: (i) any non-compliance or incomplete implementation or deficient implementation of any Integration Specifications or any upgradations; (ii) misuse or unauthorised use of API Integrations or Integration Specifications or the Hotlink; and/or (iii) any security breach and /or violation by any person of the API Integrations or Integration Specifications or the Hotlink.

23.3 The indemnities under this clause are in addition to and without prejudice to any other indemnities provided by the Merchant to PayU or other indemnified parties. All indemnities provided in the MSA shall survive the termination of the MSA.

24 LIMITATION OF LIABILITY

24.1 Notwithstanding anything to the contrary stated under the MSA, the aggregate liability of PayU to the Merchant from any cause whatsoever shall not in any event exceed the sum equivalent to the preceding one month's aggregate Service Fees actually paid by the Merchant to PayU under the MSA from the date of occurrence of such liability.

24.2 Neither Party shall be liable for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if such Party shall have been advised in advance of the possibility of such loss, cost or damages.

24.3 PayU shall not be liable to the Customers or any third party in any circumstances whatsoever. The Escrow Banks or the Acquiring Institutions shall not be liable to the Merchant in any circumstances whatsoever under the MSA.

25 TERM AND TERMINATION

25.1 The MSA shall come into effect from the Effective Date and shall remain in force until terminated in accordance with the provisions of the MSA.

25.2 Either Party may terminate the MSA by giving 30 (thirty) days prior written notice to the other Party.

25.3 Either Party may terminate the MSA forthwith by giving a written notice in the event:

- (i) the other Party commits a fraud;
- (ii) such Party discovers at any stage that the other Party is in violation of any Applicable Laws;
- (iii) the other Party is adjudicated as bankrupt or goes into liquidation or a petition for its insolvency or bankruptcy is admitted or if an officer in the nature of an interim resolution professional, receiver, trustee, administrator or liquidator is appointed for it or for a substantial portion of its assets;
- (iv) if any assignment for the benefit of the other Party's creditors is made and such assignment is not set aside within 90 (ninety) Business Days; or
- (v) it or the other Party is prohibited by any restriction imposed by Applicable Laws or by any regulatory authority from continuing to perform its obligations under the MSA.

25.4 PayU may terminate the MSA forthwith, without any further notice or obligation of any nature whatsoever where:

- (i) the Merchant does not accept any revised or additional Service Fees as intimated by PayU to the Merchant;
- (ii) the Merchant refuses inspection by, or provides inaccurate, untrue or incomplete information to, PayU; or
- (iii) the Merchant offers any Products which are illegal or offensive or banned as per the List of Banned Items and/or are not in compliance with Applicable Laws (whether central, state, local or of the jurisdictions from where Customers can place orders for Products).

25.5 PayU may suspend the MSA forthwith if the Merchant fails to perform its obligations hereunder or is in breach of any terms and conditions of the MSA. Further, if the Merchant does not cure any such breach within 7 (seven) days of a notice being given by PayU, PayU shall be entitled to terminate the MSA. The termination and suspension rights of PayU under this clause are in addition to and without prejudice to any other termination rights of PayU under the MSA.

25.6 Specifically in relation to any PayU Service availed after the Effective Date, such Services Addendum may be terminated by providing a 30 days' notice to the Merchant. Further, PayU may terminate such Service Addendum forthwith, without any further notice or obligation of any nature whatsoever where:

- (i) the Merchant does not accept any revised or additional Service Fees as intimated by PayU to the Merchant;
- (ii) the Merchant refuses inspection by, or provides inaccurate, untrue or incomplete information to, PayU; or



- (iii) the Merchant offers any Products which are illegal or offensive or banned as per the List of Banned Items and/or are not in compliance with Applicable Laws (whether central, state, local or of the jurisdictions from where Customers can place orders for Products).

26 CONSEQUENCES OF TERMINATION

- 26.1 The termination of the MSA shall not affect the rights or liabilities of either Party incurred prior to such termination. In addition (i) any act performed during the term of the MSA which may result in a dispute post-termination; (ii) any provision expressed to survive the MSA or to be effective on termination; and (iii) the obligations set out in this clause, shall each continue in full force and effect notwithstanding termination. Subject to any other clauses of the MSA, both Parties shall undertake to settle all Outstanding Amounts or other charges within 30 (thirty) days of the termination taking effect. Notwithstanding any termination of the MSA, the Merchant shall remain liable to pay all Outstanding Amounts and PayU shall be entitled to set-off the Settlement Amounts and any Reserves, deposits or other monies of the Merchant against the unpaid Outstanding Amounts.
- 26.2 All materials, documentation, instruction manuals, guidelines, letters and writings and other materials issued by PayU from time to time in respect of the MSA, whether in respect of the utilisation of PayU Services or otherwise, shall be returned by the Merchant to PayU promptly upon termination.
- 26.3 The Merchant confirms that it shall remain solely liable after the termination of the MSA for all Chargebacks, refunds, penalties, loss, damages or cost incurred by PayU, Acquiring Institutions, Card Schemes and/or Customers and for all claims and proceedings arising against PayU and/or Acquiring Institutions with respect to the MSA. At the time of termination, PayU may retain such amount from the Reserve (if any) and Settlement Amount payable to the Merchant (including Settlement Amounts withheld) as may be determined by PayU to cover chargeback risk, refund risk or any potential loss, damages, penalties, cost that may be incurred by PayU, Acquiring Institutions, Card Schemes and/or Customers for a period of 210 (two hundred and ten) Business Days; provided however that this timeline shall not be applicable where any Settlement Amounts have been put on hold by PayU (pre or post termination of the MSA on account of breach by the Merchant of the terms of the MSA/fraudulent/suspicious transactions/in breach of Applicable Laws/selling of restricted/banned products/misuse or non or noncompliance by the Merchant of the Integration Specifications etc.

In the event that such retained amount is not sufficient to cover all Outstanding Amounts of the Merchant post termination, the Merchant shall pay PayU all pending amounts within 10 (ten) days of receiving a demand notice and shall at all times keep PayU indemnified in this respect.
- 26.4 This clause shall survive the termination of the MSA or any part thereof.

27 MERCHANT CUM CONSUMER PROTECTION FUND

- 27.1 The Merchant irrevocably and unconditionally agrees that PayU shall have the right to withhold the Suspicious Settlement Amounts and/or the Settlement-on-hold Amounts of the Merchant.
- 27.2 The Merchant irrevocably and unconditionally agrees that if, for any reason whatsoever, any Settlement-on-hold Amount or the Suspicious Settlement Amount of the Merchant is held in PayU's Collection Account, for a period of more than 270 (two hundred and seventy) days from the date of the relevant Settlement Amount being put on hold, and in order to protect interest of the Merchant and the Customers and to discharge its obligations as an intermediary while acting in good faith, PayU: (i) reserves the right to transfer the relevant Settlement-on-hold Amount and the Suspicious Settlement Amount of the Merchant into a specially designated account opened by PayU named as the "Merchant cum Customer Protection Fund" ("**Merchant cum Customer Protection Fund**"), and (ii) shall have the right to deal with such amount in the manner set out in its internal policies/Merchant cum Customer Protection Fund Policy and the claims procedure published by PayU at www.payu.in/online-pa-tncs.
- 27.3 The Merchant confirms that PayU can transfer any Suspicious Settlement Amount and/or Settlement-on-hold Amount from PayU's Collection Account, to the Merchant cum Customer Protection Fund and deal with such amounts in the manner set out in its internal policies/Merchant cum Customer Protection Fund Policy and the above claims procedure.
- 27.4 The Parties confirms that transfer of any Suspicious Settlement Amount and/or Settlement-on-hold Amount as set out above will not extinguish PayU's obligations to honour valid claims of the Merchant and/or the Customers. The Merchant confirms that it has understood the detailed procedure for the Merchant and the Customers to raise claims as per the claims procedure.

28 DISCLAIMER

- 28.1 PayU will make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything to the contrary in the MSA, the Merchant acknowledges that the PayU Site, the PayU Services and the Acquiring Institutions' Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro and PayU and the Acquiring Institutions disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose. The Merchant also acknowledges that the arrangement between one or more Acquiring Institutions and PayU may terminate at any time and services of such Acquiring Institutions may be withdrawn.
- 28.2 PayU adopts security measures it considers appropriate for the offer of the PayU Services, but it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorised access to the PayU Services or the Merchant/Customer data. PayU shall not be responsible or liable if any unauthorised person hacks into or gains access to the PayU Services or to the relevant PayU's Collection Account.



- 28.3 In event of incorrect settlement in the Merchant's Account due to error on the part of PayU or the Acquiring Institutions, PayU shall have the right to reverse the extra funds from the Merchant Bank Account.
- 28.4 PayU and/or the Acquiring Institutions shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of (i) damage to the computer or loss of data (including any damage or loss arising from material/information downloaded or otherwise obtained through use of the PayU Services); (ii) interruption or stoppage to the Customer's access to and/or use of the Merchant Site, the PayU Services and/or the Payment Mechanism; (iii) interruption or stoppage of the PayU Site; (iv) hacking or unauthorised access to the PayU Services and API Integrations; (v) non-availability of connectivity between the Merchant Site and PayU Site; (vi) any advice or information, whether oral or written, obtained by the Merchant from PayU or through or from the use of PayU Service; (vii) any failure or delay in performing its obligations under the MSA if such failure or delay (a) is caused by the Merchant's acts or omissions; (b) results from actions taken by PayU or the Acquiring Institutions in a reasonable good faith to avoid violating any Applicable Law or to prevent fraud on cardholders/accounts; or (c) is caused by circumstances beyond PayU's or the Acquiring Institutions' control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of Force Majeure event.
- 28.5 PayU's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption in the PayU Site, or loss of use and/or access to the PayU Site, the Acquiring Institutions' services and the Payment Mechanism and services, shall be to use all reasonable endeavours to restore the PayU Service(s) and/or access to the Payment Mechanism as soon as reasonably possible.
- 28.6 PayU's or the Acquiring Institutions' obligations under the MSA are subject to following limitations: (i) messages that originate from the server of the Merchant or the server of a third party designated by Merchant (e.g., a host) shall be deemed to be authorised by the Merchant, and PayU shall not be liable for processing such messages; and (ii) messages that originate from the holder of an Authorised Card are deemed to be authorised by the holder of an Authorised Card and PayU shall not be required to check its veracity and PayU shall not be liable for processing such messages
- 28.7 PayU or the Acquiring Institutions are not responsible for the security of data residing on the server of the Merchant or a third party designated by the Merchant (e.g., a host) or on the server of a cardholder or a third party designated by a Merchant/cardholder (e.g., a host).

29 ANTI-BRIBERY AND ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND EXPORT CONTROLS

- 29.1 The Merchant irrevocably and unconditionally agrees that it and its group companies are committed to operating their businesses conforming to the highest moral and ethical standards. The Merchant has a stringent code of conduct and confirms that it is committed to acting professionally, fairly and with integrity in all its business transactions and relationships wherever the Merchant operates. The Merchant irrevocably and unconditionally undertakes to comply and implement in its processes all legal requirements relevant to counter 'bribery and corruption', 'money laundering' and 'restricted export-import transactions' applicable in the conduct of its business, the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering/ combating the financing of terrorism and other applicable export control laws and regulations including but not limited to any restrictions on the export or import dealings with the 'Sanctioned Persons' ("**Anti-Financial Crimes Laws**").
- 29.2 This Anti-Financial Crimes Laws Confirmation constitutes a minimum standard. The Merchant undertakes to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws and confirms that it: (i) will comply with all Applicable Laws, regulations and sanctions relating to anti-bribery, anti-corruption, anti-money laundering and export controls including but not limited to the minimum requirements of the Anti-Financial Crimes Laws; (ii) is prohibited from dealing with any acts which may be deemed as money laundering under any Applicable Law, regulations or restrictions; (iii) will prohibit the entering into agreements with any person who has been identified in the sanctions list maintained by different state authorities or organisations; (iv) has implemented an internal compliance programme, to ensure compliance with and detect violations of all applicable Anti-Financial Crimes Laws; and (v) in the event the Merchant does not honour these commitments, the Merchant agrees that this will be considered as a material breach of the MSA and PayU shall be entitled to immediately terminate the MSA.

30 GENERAL PROVISIONS

- 30.1 (i) The Merchant is not entitled to and shall not assign or transfer any of the rights under the MSA to any person.
- (ii) PayU may assign, transfer or novate, in whole or in part, the benefits or obligations of the MSA to any party (including a third party) by providing an intimation 30 (thirty) days prior to such assignment, transfer or novation to the Merchant, which shall be binding on the Parties to the MSA. Notwithstanding the generality of the foregoing, the Merchant agrees that PayU shall be entitled at all times to assign transfer or novate, in whole or in part, the benefits or obligations of the MSA to an Affiliate or pursuant to any internal or group restructuring of PayU without the need for prior intimation, provided that PayU shall notify the Merchant thereafter. The Merchant hereby grants its irrevocable and unconditional consent to such assignment, transfer or novation by PayU, as on the Effective Date of the MSA.
- In the event of any such assignment, transfer or novation by PayU, the Merchant shall accept the provision of PayU Services by the relevant assignee, transferee or novate (as the case may be) and shall continue to perform its obligations under the Merchant to such assignee.
- (iii) The provisions of the MSA shall remain binding on the Merchant notwithstanding any amalgamation, merger or reverse merger that may be effected by PayU with any other company or companies and notwithstanding any

reconstruction by PayU involving/by the formation of and transfer of, all or any of PayU's assets to a new company or an existing company and notwithstanding the sale of all or any part of PayU's undertaking and assets to another company with the intent that the undertakings and agreement herein contained shall remain valid and effectual in all respects, and the benefit hereof and all rights hereby conferred upon PayU may be assigned to and enforced by any such company or companies as if such company or companies had been named herein instead of PayU and the terms and conditions of the MSA shall apply to any such company or companies as aforesaid or PayU as reconstructed or any company to which PayU shall have sold all PayU's undertaking and assets in like manner as if such amalgamated company or PayU as reconstructed or such company were named herein instead of PayU.

- (iv) The Merchant undertakes to execute all such instruments or documents and do all such acts or deeds (at the Merchant's own cost) as may be required by PayU in connection with any assignment, transfer, novation, merger or change referred to in clauses 30.1(ii) and 30.1 (iii) above.
- 30.2 For information relating to Customers, PayU retains the right to seek the necessary rights, permissions or consent (as may be required by PayU or under Applicable Laws) directly from the Customer or require the Merchant to obtain such rights, permission or consent (as may be required by PayU or under Applicable Laws) in such form and manner as may be specified by PayU. The Merchant agrees to assist PayU in the above and for PayU to receive, process, transfer and store the above information in a manner determined by PayU consistent with the requirements under Applicable Laws without any interference from the Merchant.
- 30.3 The Merchant shall execute such documents, provide all such information and shall do all such acts, deeds and things as may be necessary or required by PayU in connection with giving full effect to the intention of the Parties as contained in the MSA.
- 30.4 PayU shall not be liable for its failure to perform under the MSA as a result of any Force Majeure events affecting the performance of PayU or the Acquiring Institutions.
- 30.5 Unless otherwise expressly stated in the MSA, the failure to exercise or delay in exercising a right or remedy under the MSA shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under the MSA shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 30.6 The terms and provisions of the MSA that by their nature and intent are intended to survive the termination hereof by any or all Parties hereto shall so survive the termination of the MSA.
- 30.7 If any provision of the MSA is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision were deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions of the MSA unlawful or otherwise ineffective, the remainder of the MSA shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.
- 30.8 The MSA is on a non-exclusive basis and the Parties are at liberty to enter into similar contractual arrangements with others.
- 30.9 The MSA constitutes the entire agreement and understanding between the Parties, and supersedes any previous agreement or understanding or promise between the Parties, relating to the subject matter of the MSA. All schedules (including the Service Addendums and additional terms and conditions), recitals and annexures to the MSA or to any of its schedules (including the Service Addendums) shall be an integral part of the MSA and will be in full force and effect as though they were expressly set out in the body of the MSA.
- 30.10 All notices, requests, demands, waivers and other communications required or permitted to be given under the MSA shall be in writing through certified or registered mail, courier, or email to be sent to the following addresses:
For PayU: Attn: Legal Department (PayU India), PayU Payments Private Limited, 9th Floor, Bestech Business Tower, Sector 48, Sohna Road, Gurgaon, Haryana, Pin – 122002
For Merchant: The Address as specified in the Welcome Letter.
or, in each case, at such other address as may be specified in writing to the other Parties in accordance with the requirements of this clause 30.10.
All such notices, requests, demands, waivers and other communications shall be deemed duly given (i) if by personal delivery, on the day after such delivery; (ii) if by certified or registered mail, on the 10th (tenth) day after the mailing thereof, (iii) if by courier service or similar service; on the day delivered; or (iv) if by email or facsimile on the day following the day on which such email, facsimile or telegram was sent, provided that a copy is also sent by registered mail and, in the case of a facsimile, electronic confirmation of receipt is received.
- 30.11 Unless otherwise provided under the MSA, the MSA can be modified, and the Merchant can avail new PayU Services and agree to new Service Addendums by accepting any amendment or terms and conditions on the Merchant Dashboard. PayU has the right to amend, add, remove or modify, from time to time, any term of the MSA or any of the schedules (including the Service Addendums and additional terms and conditions) and may communicate any additional terms and conditions relating to a Payment Mechanism by either sending an intimation email to the Registered Email ID of the Merchant or by way of a notification on the Merchant Dashboard. The Merchant irrevocably and unconditionally agrees to comply with such revised MSA and additional terms and conditions.
- 30.12 The MSA shall be governed by and construed in accordance with the laws of India. Both Parties agree that if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of or relating to the MSA, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice ("**Disputes Notice**") from the other Party of the existence

of a dispute(s), to settle such dispute(s) by mutual discussions. If the said dispute(s) cannot be settled by mutual discussions within the 30 (thirty)-day period specified above, such disputes(s) shall be referred to arbitration for final resolution in the manner provided herein. The Parties shall mutually appoint a sole arbitrator within 60 (sixty) days from the date of the Disputes Notice who shall resolve such accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time ("**Arbitration Act**"). In the event the Parties fail to appoint a sole arbitrator in accordance with the procedure aforesaid and within the time period as specified above, a panel of arbitrators shall be appointed in accordance with the provisions of the Arbitration Act for the final resolution of the dispute(s). The arbitration proceedings shall be held in English language with the seat of the arbitration being Delhi. Subject to the arbitration agreement as mentioned above, the courts at Delhi shall have the exclusive jurisdiction over any dispute(s) as described above.

- 30.13 The MSA may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.
- 30.14 The Parties agree that the MSA may be entered into and executed by way of any of the following: (a) execution of physical copies; (b) clicking the 'confirm and continue' button; (c) electronic signature; (d) Aadhaar signature; (e) one-time-password verification; (f) exchange of email; or (g) any other mode of execution acceptable to PayU as communicated to the Merchant, from time to time.
- 30.15 The Parties agree that any instructions, communications and documents digitally or electronically executed, signed or issued will have the same validity, admissibility and enforceability as if signed physically by the relevant Party.
- 30.16 PayU does not and will not accept any liability in any case where it fails to notice a falsification, forgery or other defect in any electronic signature, authentication or legal capacity by the Merchant.

CHAPTER III INTERPRETATION AND DEFINITIONS

31 INTERPRETATION

- 31.1 Except where the context requires otherwise, references to clauses, schedules and annexures are to the clauses of, schedules to and annexures to the MSA.
- 31.2 Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include artificial persons such as companies.
- 31.3 The word “person” includes any individual, company, corporation, firm, partnership, limited liability partnership, joint venture, association, organization, trust, state, agency of a state or governmental authority (in each case, whether or not having separate legal personality).
- 31.4 Any number of days specified in the MSA shall be reckoned inclusive of the first and the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 31.5 If any payment under the MSA falls due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.
- 31.6 References to a law or regulation or a provision of law or regulation is a reference to that law, regulation or, as applicable, that provision as amended, consolidated, extended or re-enacted, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 31.7 Headings are inserted for convenience only and shall not affect the construction of the MSA.
- 31.8 Any reference to the MSA, or other document of any description shall be construed, at the particular time, as a reference to the MSA, or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated.
- 31.9 In case of any inconsistency between the terms and conditions set out in the Service-Specific T&Cs on the one hand and the General T&Cs on the other, the terms and conditions set out in the Service-Specific T&Cs will prevail over the General T&Cs to the extent of such inconsistency and the rest of the General T&Cs will remain binding in accordance with their terms.

32 DEFINITIONS

For the purposes of the MSA:

- 32.1 **“Acquiring Institutions”** means various banks, financial institutions, Card Schemes, payment system providers who are defined and licensed under the Payment and Settlement Systems Act, 2007 and other software providers including technology partners, and Issuing Institution who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway, net-banking and electronic software distribution services.
- 32.2 **“Acquiring Institutions Services”** means the payment gateway system and services provided by the Acquiring Institutions to (i) route internet based Authorised Card transactions; (ii) offer various facilities through the internet, including net banking facilities; (iii) provide Authentication and Authorisation from Card Schemes or other third party clearing houses; and (iv) provide settlement facilities in respect of payment instructions initiated by the Customers.
- 32.3 **“Act”** means the Companies Act, 1956 and, to the extent repealed and replaced by the Companies Act, 2013, the Companies Act, 2013.
- 32.4 **“Affiliate”** means, in relation to any person, (i) (in relation to an entity) a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company; (ii) (in relation to an individual) a relative (as defined in the Act) of that person or any entity controlled by that person; and (iii) (in relation to any limited liability partnership), any person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such limited liability partnership.’
- 32.5 **“ALT ID”** has the meaning given to the term in clause 4.2 (x) of these Terms and Conditions for Availing PayU Services.
- 32.6 **“ALT ID Requestor”** has the meaning given to the term in clause 4.2 (x) of these Terms and Conditions for Availing PayU Services.
- 32.7 **“ALT ID Services”** has the meaning given to the term in clause 4.2 (x) of these Terms and Conditions for Availing PayU Services.
- 32.8 **“Anti-Financial Crimes Laws”** has the meaning given to the term in clause 29.1 of these Terms and Conditions for Availing PayU Services.
- 32.9 **“API Integrations”** means the Integration Specifications or integration kits required to be implemented by the Merchant as per the specification provided by PayU to enable PayU Services on the Merchant Site. Such Integration Specifications are



subject to change. The changes may include without limitation, the security patch or additional API integrations specified by the Partner Institutions or any regulatory body which are required to utilise PayU Services in more secured and efficient manner.

- 32.10 “**Applicable Laws**” means all applicable laws, statutes, enactments, acts of central or state legislature, ordinances, rules, regulations, notifications, guidelines, directions, directives, policies, circulars, decisions, judgments, orders and any other pronouncements issued in accordance with the RBI master directions or any other law applicable to India or any part thereof by any central, state, local or other governmental, administrative or regulatory authority exercising executive, legislative, judicial, regulatory or administrative functions, and courts.
- 32.11 “**Application Form**” means the application form filled/ to be filled by the Merchant.
- 32.12 “**Arbitration Act**” has the meaning given to the term in clause 30.12 of these Terms and Conditions for Availing PayU Services.
- 32.13 “**Authentication**” means the process by which the Customer’s identification is authenticated by the Partner Institutions.
- 32.14 “**Authorisation**” means the process by which the Partner Institution electronically or otherwise convey the approval of the charge on a Transaction being undertaken by a Customer on the Merchant Site.
- 32.15 “**Authorised Card**” means any unexpired credit card or debit card which is issued by an Issuing Institution designated to issue a Visa, MasterCard, Visa Electron, RuPay, Amex, Diners or any other Card Scheme or cash card, pre-paid card or other card as may be specified by PayU from time to time and which: (i) is not listed in current warning or restricted card bulletins or notices, and (ii) bears the signature of the person in whose name the card is issued.
- 32.16 “**Authorised Currencies**” means the currencies as may be specified by PayU from time to time for International Card Processing Payment Mechanism.
- 32.17 “**Balance Amount**” “has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.18 “**Business Days**” means any day on which the Partner Institutions are open for business in India, other than Saturday, Sunday and any days declared by PayU and/or Partner Institution as a holiday.
- 32.19 “**Buttons**” has the meaning given to the term in clause 2.2 (i) of these Terms and Conditions for Availing PayU Services.
- 32.20 “**Calendar Day**” means every day shown on the calendar including Saturdays, Sundays and any days declared by PayU and/or Partner Institutions as a holiday.
- 32.21 “**Card Scheme(s)**” means any of Visa, MasterCard, RuPay, Visa Electron, Diners, American Express, or any other card regulatory body as may be specified by PayU from time to time.
- 32.22 “**Card Scheme Rules**” means the written rules, regulations, releases, guidelines, processes, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Schemes, including without limitation NPCI procedural guidelines.
- 32.23 “**Card Token**” means the unique numeric or alphanumeric code identifying the card number, the Token Requestor and the Merchant which is generated by Token Service Provider
- 32.24 “**Cardless EMI Facility**” “has the meaning given to the term in clause 1.3 (i) of these Terms and Conditions for Availing PayU Services.
- 32.25 “**CGR Policy**” has the meaning given to the term in clause 22.1 of these Terms and Conditions for Availing PayU Services.
- 32.26 “**Charge Transactions**” “has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.27 “**Chargeback**” means the approved and/ or settled Transactions which are at any time refused, debited or reversed from the Merchant Bank Account or from the Settlement Amount (and which shall also include similar debits to PayU bank accounts, if any) by the Partner Institution for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- 32.28 “**Confidential Information**” means any and all written, oral or other tangible or intangible form of information, discoveries, ideas, concepts, know-how, whether patentable or copyrightable or not, research, development, designs, drawings, blueprints, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing plans or techniques, technical, financial, or business information, trade secrets which includes but is not restricted to any portion or scientific or technical or proprietary information, design, process, procedure, formula or improvement which is not generally available to the public as delivered by either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) within the framework of the MSA or resulting therefrom. Provided that confidential information disclosed orally or those produced by electronic media or through any other intangible means shall be deemed confidential if it is identified as being confidential or if it is reduced in writing within (30) thirty days of the date of disclosure. Such writing shall specify the date, time, place, persons involved and the substance of the confidential information so disclosed.



- 32.29 “**Currency Calculator Fee**” has the meaning given to the term in clause 4.2 (iii) of these Terms and Conditions for Availing PayU Services.
- 32.30 “**Customer**” means an individual or legal entity, who/which purchases Products offered by the Merchant on the Merchant’s website or mobile application, using an Authorised Card or Net Banking Account or any other acceptable modes of Payment Mechanism provided by PayU.
- 32.31 “**Customer Account**” means a bank account or credit/ prepaid/ cash card account of the Customer with Issuing Institution.
- 32.32 “**Customer Charge**” shall mean:
- a) Where Merchant is paying the Service Fee (Service Fee Model)**– the Product Price collected using PayU Services; and/or
- b) Where Merchant has authorised PayU to charge Internet Handling Charges to the Customers (Internet Handling Charge Model)** - collectively the Product Price and the Internet Handling Charges together.
- 32.33 “**Deferred Payment Facility**” has the meaning given to the term in the Deferred Payment Solutions T&Cs.
- 32.34 “**Deferred Payment Solutions**” means one or more additional Payment Mechanism(s) made available to the Merchant by PayU using which Customer(s) are able to make payments for Transaction(s) for purchase of Product(s) on the Merchant Site using the Deferred Payment Facility.
- 32.35 “**Deferred Payment Solutions T&Cs**” has the meaning given to the term in clause 1.3 (vi) of these Terms and Conditions for Availing PayU Services.
- 32.36 “**Delivery**” means (i) in respect of a good, delivery of the good by a courier service appointed by the Merchant or its vendors, to the Customer within Delivery Due Date at the address specified by the Customer in this behalf; or (ii) in respect of a service, delivery or performance of provisions of service within the Delivery Due Date; or (iii) in respect of any bill/premium/repayment payment, successful confirmation of the payment being sent by the Merchant to the Customer, and the term “**Delivered**” shall be construed accordingly.
- 32.37 “**Delivery Due Date**” means the date/period displayed on the Merchant Site or otherwise notified to the Customer on or before which the Merchant shall deliver the Products to the Customer(s).
- 32.38 “**Disputes Notice**” has the meaning given to the term in clause 30.12 of these Terms and Conditions for Availing PayU Services.
- 32.39 “**E-mandate**” means the feature which facilitates periodic scheduled payments for funds transfer, or third party payment, from the Customer’s Net Banking Account / Authorised Card / PPI/ UPI.
- 32.40 “**E-mandate on Authorised Cards**” has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.41 “**E-mandate Services**” shall mean the services provided as part of PayU Services to collect recurring payments from its Customers by registering E-Mandates Services on Authorised Cards, net banking (NACH), PPI and UPI (UPI Autopay).
- 32.42 “**E-mandate Services on Authorised Cards**” has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.43 “**Effective Date**” means the date of acceptance/execution of the MSA (excluding the Service Addendums) by the Merchant or such other date as may be provided in the Application Form.
- 32.44 “**EMI**” means equated monthly installment payment plan schemes of the respective Issuing Institution which PayU offers to its Merchants. The EMI Facility provided by PayU enables the Merchant to give an option to its Customers to make payment for purchase of any Products in EMIs over such period of time and on such terms and conditions as may be imposed by the respective Issuing Institution. PayU has integrated with various banks and non-bank entities to provide EMI Facilities of the following types: (i) credit card EMI of the specified banks; (ii) debit card EMIs of the specified banks; and (iii) card-less EMIs. In order to avail any of the above named EMI facilities, the Merchant is required to opt for the same in the manner specified by PayU.
- 32.45 “**EMI Facility**” means an option for the Customer to make payment on the Merchant Site through EMIs.
- 32.46 “**EMI Transaction**” means a Transaction wherein the Customer opts to make payment using EMI Facility provided by the Issuing Institution.
- 32.47 “**Escrow Banks**” means the bank(s) with which PayU holds and maintains PayU’s Collection Account.
- 32.48 “**Excel Plug-in**” has the meaning given to the term in clause 2.2 (iv) of these Terms and Conditions for Availing PayU Services.
- 32.49 “**Fetch and Pay**” has the meaning given to the term in clause 4.2 (iv) of these Terms and Conditions for Availing PayU Services.



- 32.50 “**Force Majeure**” means circumstances beyond the reasonable control of a Party, including but not limited to act of God, inclement weather, flood, lightning, fire, sabotage, civil unrest, labour unrest, epidemics and pandemics, industrial action, lockouts, acts of terrorism, war, military operations, revolution, insurrection or riot or disruptions in or failures of telecommunications and/ or electrical supply, and banking services, action of statutory authorities or local or central governments or change in Applicable Laws.
- 32.51 “**General T&Cs**” has the meaning given to the term in recital B of these Terms and Conditions for Availing PayU Services.
- 32.52 “**GST**” means applicable goods and service tax.
- 32.53 “**Holding Company**” has the meaning given to the term in the Act.
- 32.54 “**Hotlink**” means a link created by PayU between the Merchant Site and PayU Site by means of API Integrations.
- 32.55 “**Indemnified Parties**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.56 “**INR**” means Indian Rupee.
- 32.57 “**Integration Specifications**” means integration related documentation provided by PayU for completion of integration of Merchant Site with PayU Site using the API Integrations and the integration of the Hotlink, all related application programming interface(s) (“**APIs**”) together with all accompanying or related software development kits, tools, documents, salt and key, or other specification or guidance made available by PayU for the purposes of enabling access of PayU Services on the Merchant Site.
- 32.58 “**International Card Processing Payment Mechanism**” means the Payment Mechanism provided by PayU that enables Merchant’s Customers to make payment using international cards on the Merchant Site.
- 32.59 “**Internet Handling Charges**” means collectively the Transaction Processing Fee and the Platform Features Fee charged to Customer. It is clarified that the Internet Handling Charges are charged to the Customers of the Merchant as facilitation charges or internet handling charges in addition to the Product Price for facilitating purchase of Products offered by the Merchant to its Customers through Merchant Site, which is collected and processed using PayU Services.
- 32.60 “**Invoicing**” has the meaning given to the term in clause 2.2 (iii) of these Terms and Conditions for Availing PayU Services.
- 32.61 “**Issuing Institutions**” means a bank or financial institution or any other legal entity, with which the Customer has a Net Banking Account and/or which has issued the Authorised Card to the Customer and / or with whom the Customer holds a loan account, provided that except for debit card or credit card Transactions, the Issuing Institution of the Customer and the respective Acquiring Institutions will be the same.
- 32.62 “**KYC Check Period**” has the meaning given to the term in clause 7.2 of these Terms and Conditions for Availing PayU Services.
- 32.63 “**KYC Checks**” means the ‘Know Your Customer’ checks to be undertaken by PayU, the Payment Service Providers and the Escrow Banks on the Merchant, pursuant to the requirements prescribed under Applicable Laws including the Master Directions on KYC and PML Laws.
- 32.64 “**LazyPay**” has the meaning given to the term in clause 1.3 (v) of these Terms and Conditions for Availing PayU Services.
- 32.65 “**LazyPay T&Cs**” has the meaning given to the term in clause 1.3 (v) of these Terms and Conditions for Availing PayU Services.
- 32.66 “**List of Banned Items**” means the list of banned and restricted products for which PayU Services cannot be used, provided on www.payu.in/online-pa-tncs/ and as may be updated from time to time.
- 32.67 “**Marks**” has the meaning given to the term in clause 20.1 of these Terms and Conditions for Availing PayU Services.
- 32.68 “**Master Directions on KYC**” means the Master Direction – Know Your Customer (KYC) Direction, 2016 having reference number DBR.AML.BC.No.81/14.01.001/2015-16 dated 25 February 2016, as amended from time to time.
- 32.69 “**Maximizer T&Cs**” has the meaning given to the term in clause 4.2 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.70 “**Merchant Bank Account**” means the bank account maintained by Merchant which it nominates for settlement of the Settlement Amount and the details of which are provide in the Welcome Letter.
- 32.71 “**Merchant cum Customer Protection Fund**” has the meaning given to the term in clause 27.2 of these Terms and Conditions for Availing PayU Services.
- 32.72 “**Merchant Dashboard**” means the dashboard provided by PayU to the Merchant to view all the Transaction details including the dashboard used for communication between the Merchant and PayU.



- 32.73 “**Merchant Discount**” means any discount offered by the Merchant on purchase of a Product on the Merchant Site, upon making payment through EMI Facility scheme of a specific Issuing Institution, financial institutions or any other legal entity and such discount is approved by PayU and the Issuing Institution.
- 32.74 “**Merchant Site**” means the active website and/or the mobile application as mentioned in the Application Form, the contents of which are controlled, operated and owned by the Merchant and established for the purposes of enabling the Customers to view Products and carry out Transactions for purchase of Products, offered on the website or mobile application; and/or the interactive voice response system hosted by PayU for the Merchant through which the Customer can make payments for Products purchased from the Merchant.
- 32.75 “**MSA**” means the written agreement between the Merchant and PayU in relation to availing the PayU Services comprising of the Welcome Letter, the Application Form, the Pricing Schedule and the Terms and Conditions for Availing PayU Services. Upon execution of any Service Addendum by a Merchant, such Service Addendum shall form an integral part of the MSA and all reference to “**MSA**” in these Terms and Conditions for Availing PayU Services shall include such Service Addendum.
- 32.76 “**Multicurrency Payment Feature**” means a facility through which Customers of the Merchant are able to make determination of the amount payable by them in any one of the Authorised Currencies.
- 32.77 “**Net Banking Account**” means the Payment Mechanism and internet account provided by the Issuing Institution to Customers holding a bank account with the Issuing Institution specified by PayU from time to time, provided that the bank account is not listed in current warning or restricted bank account bulletins or notices.
- 32.78 “**NPCI**” means National Payments Corporation of India.
- 32.79 “**On-Demand Priority Settlement Option**” means the various priority settlement cycles made available in relation to Qualified Transactions carried out on any Calendar Day on the Merchant Site for which the Merchant would raise a demand for priority settlement using Merchant Dashboard or in such other manner as may be specified by PayU and has agreed to pay the applicable Service Fees as per the settlement cycle opted by them and more specifically mentioned and agreed in the Pricing Schedule.
- 32.80 “**Outstanding Amount**” means the amount payable by the Merchant to PayU, Acquiring Institutions and/or Customers for (i) any losses, costs, damages, penalties, Chargebacks, refund overdraft or credit problems suffered or incurred by the Customer, PayU and/or Acquiring Institutions; (ii) any fees including Service Fees(as applicable) and other payments owed to PayU by the Merchant; and (iii) any claims or proceedings filed against PayU and/or Acquiring Institutions by the Customers or any third Party.
- 32.81 “**PA DSS**” means the payment application-data security standards which is the global security standard created by the Payment Card Industry Security Standards Council (PCI SSC) and as may be updated from time to time.
- 32.82 “**PA Guidelines**” means the notification by the RBI dated 17 March 2020 and bearing reference number RBI/DPSS/2019-20/174 DPSS.CO.PD.No.1810/02.14.008/2019-20 titled ‘Guidelines on Regulation of Payment Aggregators and Payment Gateways’, as amended from time to time.
- 32.83 “**Partner Entities**” “has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.84 “**Partner Institution(s)**” individually and collectively means and includes Acquiring Institutions, Card Schemes, Issuing Institutions and Escrow Banks.
- 32.85 “**Party**” means PayU or the Merchant, individually and “**Parties**” means both of them collectively, as the case may be.
- 32.86 “**Payment Aggregation Services**” means the services which assist the Merchant in accepting payments from its Customers where such payments are processed by PayU.
- 32.87 “**Payment Links**” has the meaning given to the term in clause 2.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.88 “**Payment Mechanism**” means the mechanism of making payment by utilising the internet facilities of various Acquiring Institutions, Card Schemes, card payment systems and through such other modes and mechanisms of payment and delivery as may be notified by PayU from time to time.
- 32.89 “**Payment Service Provider**” means the respective Partner Institution providing the applicable Payment Mechanism to the Merchant.
- 32.90 “**PayU’s Collection Account**” means escrow/pooling account(s) held and maintained by PayU with any scheduled commercial bank for the purpose of pooling the monies collected from Customers on behalf of the Merchant using the online Payment Mechanisms offered by PayU, and facilitating the transfer of these funds in final settlement to the Merchant (after deducting Service Fees and any Outstanding Amounts, where applicable), in accordance with Applicable Laws.
- 32.91 “**PayU Identifier**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.



- 32.92 “**PayU Services**” collectively mean the Payment Aggregation Services, the Platform Features, the Value Added Services and the Technology Services opted for by the Merchant. The PayU Services shall also include any additional services which may be offered by PayU and opted for by the Merchant from time to time in accordance with the terms set out in the Service Addendum.
- 32.93 “**PayU SI ID**” “has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.94 “**PayU Site**” means the websites provided by PayU (i.e., www.payu.in, <https://consumers.citruspay.com/> and/or www.payumoney.com) depending upon the PayU Services opted for by the Merchant) by means of which PayU provides PayU Services to the Merchant and the Customers.
- 32.95 “**PCI DSS**” means the payment card industry-data security standards as formulated by the Card Scheme(s) and as may be updated from time to time.
- 32.96 “**Platform Features**” means the platform features associated with PayU Services offered to the Merchant as “platform as a service” by PayU, enabling the Merchant to effectively utilise the PayU Services.
- 32.97 “**Platform Features Fee applicable to Merchant**” means that the fee charged to the Merchant for utilising the Platform Features provided by PayU and as more specifically described in the Pricing Schedule.
- 32.98 “**Platform Features Fee applicable to Customer**” means that the fee charged to the Customer upon the instructions of the Merchant for utilising the payment technology platform provided by PayU for making a purchase transaction on the Merchant Site and as more specifically described in the Pricing Schedule.
- 32.99 “**PML Laws**” means the Prevention of Money Laundering Act, 2002 and all rules regulations and notifications issued thereunder and all instructions issued by the RBI in relation to money laundering laws, as amended.
- 32.100 “**PPI**” means a pre-paid payment instrument issued in accordance with the guidelines issued by the RBI from time to time, that facilitates purchase of goods and services against the value stored on these instruments.
- 32.101 “**PPI on UPI**” means the Payment Mechanism which enables a Customer holding a PPI to link the same through a VPA and utilise the limits available on such valid PPI using the UPI rails offered by NPCI.
- 32.102 “**Pricing Schedule**” means the commercial table setting out the Service Fees to be charged by PayU for each of the PayU Services being opted for by the Merchant.
- 32.103 “**Priority Settlement Amount**” means the Customer Charge less the applicable Service Fees, agreed to be settled to the Merchant into the Merchant Bank Account in relation to a Qualified Transaction.
- 32.104 “**Priority Settlement Option(s)**” means the option(s) for various priority settlement cycles made available by PayU in relation to the Qualified Transactions, which includes, without limitation: (i) Standard Priority Settlement Option; (ii) Seven (7) Day Priority Settlement Option; and (iii) On-Demand Priority Settlement Option.
- 32.105 “**Priority Settlement Services**” means a technology enabled service offered by PayU to enable the Merchants to receive the Priority Settlement Amount depending upon the Priority Settlement Options availed by the Merchant in relation to the Qualified Transactions.
- 32.106 “**Privacy Policy**” means the privacy policy of PayU updated on the following link: <https://payu.in/privacy-policy>.
- 32.107 “**Products**” means goods and/or services offered for sale by the Merchant on the Merchant Site.
- 32.108 “**Product Price**” means the sale price of the Products purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Products that are to be paid by the Customer.
- 32.109 “**Proof**” means sufficient legitimate records evidencing Delivery of the Product to the Customer. In case of bill payment, Proof shall include payment confirmation being made by the Merchant to the Customer.
- 32.110 “**Purpose**” means the business category as provided in the Application Form for which the PayU Services are being availed by the Merchant.
- 32.111 “**QR Code**” means a machine-readable code embedded with some information provided by PayU to the Merchant in order to enable the Merchant to collect payment from its Customers.
- 32.112 “**Qualified Period**” means the Transaction(s) carried out on Merchant Site using PayU Services during the period of 1:00 AM to 9:00 PM during any Calendar Day.
- 32.113 “**Qualified Transactions**” means the Transaction(s) carried out on Merchant Site using PayU Services (i) during the Qualified Period; and (ii) for which Success Confirmation is received by PayU.
- 32.114 “**RBI**” means the Reserve Bank of India.
- 32.115 “**Recurring PPI E-mandate Instructions**” “has the meaning given to the term in clause 4.2 (vii) of these Terms and Conditions for Availing PayU Services.



- 32.116 **"Recurring RuPay CC E-mandate Instructions"** "has the meaning given to the term in clause 4.2 (vi) of these Terms and Conditions for Availing PayU Services.
- 32.117 **"Redemption Value"** "has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.118 **"Registered Email ID"** means the email ID so specified by the Merchant in the Application Form which shall be kept active and functional by the Merchant at all times during the subsistence of the MSA and on which any notification, information or notice by PayU shall be deemed to have been served when sent by PayU in accordance with the terms of the MSA.
- 32.119 **"Reserve"** means the interest free, refundable funds provided and replenished by the Merchant to PayU from time to time.
- 32.120 **"Reward Points"** "has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.121 **"Rewards Issuer"** "has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.122 **"Rewards Issuer Container"** "has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.123 **"Rewards Issuer Container Transactions"** "has the meaning given to the term in clause 1.3 (ix) of these Terms and Conditions for Availing PayU Services.
- 32.124 **"RuPay CC on UPI"** means the Payment Mechanism which enables a Customer holding a RuPay credit card to link the same through a VPA and utilise the limits available on such valid RuPay credit card using the UPI rails offered by NPCI.
- 32.125 **"Service Addendums"** means one or more terms and conditions that may be entered into between PayU and the Merchant in relation to PayU Services.
- 32.126 **"Service Fees"** means the fees charged by PayU for the PayU Services, as revised by PayU from time to time.
- 32.127 **"Service-Specific T&Cs"** has the meaning given to the term in recital A of these Terms and Conditions for Availing PayU Services.
- 32.128 **"Settlement Amount"** means
- a) **Where Merchant is bearing the Service Fee (Service Fee Model)** - Customer Charge minus the applicable Service Fees and any other Outstanding Amounts, charges/fees etc payable by the Merchant to PayU under the MSA; and/or
 - b) **Where Merchant has authorised PayU to charge Internet Handling Charges to the Customers (Internet Handling Charge Model)**- Customer Charge minus the Internet Handling Charges and any other Outstanding Amounts, charges/fees etc. payable by the Merchant to PayU under the MSA
- 32.129 **"Settlement Period"** means the time period within which PayU agrees to settle the Settlement Amounts to the Merchant as per the PA Guidelines, after receipt of remittance of the same from the Partner Institutions in PayU's Collection Account and subject to Merchant providing Proof in relation to the Transaction to PayU upon such demand being made by PayU.
- 32.130 **"Settlement-on-hold Amount"** means the Settlement Amount of the Merchant withheld for reasons including without limitation, (i) non-Delivery or delayed Delivery of Products; (ii) non-submission of Proof by the Merchant; (iii) upon identification of potential suspicious or fraudulent Transactions, pursuant to the internal risk evaluation and control mechanism deployed by PayU or Partner Institutions or Card Schemes ; (iv) non-compliance or partial compliance or with any policies and requirements of PayU in relation to on-boarding of Merchants and their due-diligence; (v) any reconciliation issues; (vi) Chargebacks or other related issues or non-representation or non submission of required documents to contest Chargeback or disputes by the Merchant; (vii) any Chargeback amounts where the Chargeback process of the applicable Card Scheme is incomplete or the Chargeback window is still open (including, for instance, any cases subject to arbitration proceedings or any other similar or associated reasons under the Card Scheme/card associations rules) (viii) use of PayU Services on a website or mobile application other than Merchant Site; and/or (viii) misuse of salt and key issued to the Merchant under the Integration Specification; (ix) incomplete know-your-customer checks due to non-compliance on the Merchant's end or due to non-submission of sufficient information and documents by the Merchant to PayU in relation to such checks; (x) the Merchant has changed its line of business or is or has been utilizing PayU Services for a purpose other than the purpose disclosed to PayU; (xi) where internal investigations of PayU indicate that the transactions of Merchants related to potentially illegal activities such as dealing in counterfeit goods or restricted/ banned categories of products or services or where Merchants seem to have any connections with any suspicious jurisdictions; and/or (xii) any residual category of settlement amounts that do not fall within the categories described above or within the definition of Suspicious Settlement Amount.
- 32.131 **"Seven (7) Day Priority Settlement Option"** means the various priority settlement cycles made available in relation to all the Qualified Transactions carried out on any Calendar Day on the Merchant Site for which Merchant has agreed to pay the applicable Service Fees as per the settlement cycle opted by them and more specifically mentioned in the Pricing Schedule.



- 32.132 “**SI Hub Platform**” “has the meaning given to the term in clause 4.2 (v) of these Terms and Conditions for Availing PayU Services.
- 32.133 “**Special Terms and Conditions for Payment Mechanisms**” has the meaning given to the term in clause 1.1 of these Terms and Conditions for Availing PayU Services.
- 32.134 “**Standard Priority Settlement Option**” means the various priority settlement cycles made available in relation to all the Qualified Transactions carried out only on a Business Day on the Merchant Site for which Merchant has agreed to pay the applicable Service Fees as per the settlement cycle opted by them and more specifically mentioned in the Pricing Schedule.
- 32.135 “**Subsidiary**” has the meaning given to the term subsidiary in the Act.
- 32.136 “**Success Confirmation**” means the valid Transaction(s) carried out on Merchant Site using PayU Services for which a success confirmation and citing of relevant funds/Customer Charge is confirmed by various acquiring/issuing channels to PayU to its complete satisfaction post successful authentication and authorization of a Transaction undertaken by the Customer and which has not been disputed subsequently.
- 32.137 “**Suspicious Settlement Amount**” means any Settlement Amount of the Merchant withheld for reasons, including without limitation, (i) where one or more Customers of the Merchant have raised any complaints with any governmental authority claiming any misconduct or criminal conduct by the Merchant; (ii) where any governmental authority/law enforcement agency/competent court or tribunal has instructed PayU or Partner Institutions to hold the Settlement Amount; and/or (iii) where the Merchant is undergoing any insolvency/ bankruptcy proceeding or is being wound up or liquidated.
- 32.138 “**Technology and Settlement Services enabled by LazyPay**” “has the meaning given to the term in clause 1.3 (v) of these Terms and Conditions for Availing PayU Services.
- 32.139 “**Technology Service Fees**” means the Technology Services fees set out in the Pricing Schedule.
- 32.140 “**Technology Services**” shall mean, without limitation, additional technology integrations or technology solutions provided by PayU to enable customised solutions and services, which may or may not be independent of Payment Aggregation Services, to the Merchant or Customers of the Merchant.
- 32.141 “**Terms and Conditions for Availing PayU Services**” means these terms and conditions in relation to availing PayU Services.
- 32.142 “**Third Party Apps**” “has the meaning given to the term in clause 4.2 (iv) of these Terms and Conditions for Availing PayU Services.
- 32.143 “**Token Requestor**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.144 “**Token Service Provider**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.145 “**Tokenisation Services**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.146 “**Tokenisation-Enabled Entities**” has the meaning given to the term in clause 4.2 (ii) of these Terms and Conditions for Availing PayU Services.
- 32.147 “**Transaction**” means every payments request/order placed by the Customer on the Merchant Site.
- 32.148 “**Transaction Processing Fee**” means the Payment Aggregation Services fees set out in the Pricing Schedule charged on a per Transaction basis.
- 32.149 “**UPI**” means Unified Payment Interface provided by NPCI.
- 32.150 “**UPI Autopay**” means an additional payment feature offered by NPCI which enables a Customer to setup a recurring payment instruction(s) at specified intervals from the Customers savings account linked to the VPA using the UPI rails.
- 32.151 “**UPI Autopay on PPI**” “has the meaning given to the term in clause 1.3 (viii) of these Terms and Conditions for Availing PayU Services.
- 32.152 “**UPI Autopay on RuPay CC**” “has the meaning given to the term in clause 1.3 (vii) of these Terms and Conditions for Availing PayU Services.
- 32.153 “**UPI ID**” “has the meaning given to the term in clause 4.2 (vi) of these Terms and Conditions for Availing PayU Services.
- 32.154 “**Value Added Service Fees**” means the Value Added Services fees set out in the Pricing Schedule.
- 32.155 “**Value Added Services**” means the additional advanced services offered by PayU.
- 32.156 “**VPA**” means virtual payment address.



32.157 **“Welcome Letter”** means the letter signed and provided by PayU and accepted by the Merchant in order to enable the Merchant to opt for the PayU Services on the terms and conditions specified in the MSA.

